

Town of Acton – 2003 Annual Town Meeting Articles & Motions

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* Consent Calendar # Citizen Petition

CONSENT MOTION:

Mr. Shupert moves that the Town take up the 26 articles in the consent calendar on pages 22 through 24 of the warrant

(Articles; 3, 4, 5, 6, 7, 8, 9, 10, 11, 12, 13, 14, 19, 20, 21, 22, 30, 33, 35, 38, 39, 40, 41, 42, 43, 44)

ARTICLE 1
(Majority vote)

CHOOSE TOWN OFFICERS

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. Shupert moves that the Town fix the compensation for elected officers as shown in the Warrant.

Frances Moretti, Trustee of the Charlotte Goodnow Fund, nominates Sally Moore, 19 Whittier Drive, for the position of Trustee of the Charlotte Goodnow Fund, term to expire 2006.

Forrest E. Bean, Trustee of the Fireman’s Relief Fund of West Acton, nominates Edward M. Bennett, 135 Hayward Road, for the position of Trustee of the Fireman’s Relief Fund of West Acton, term to expire 2006.

Cornelia O. Huber, Trustee of the Elizabeth White Fund, nominates Frank Joyner, 8 Birch Ridge Road, for the position of Trustee of the Elizabeth White Fund, term to expire 2006.

William A. Klauer, Trustee of the Fireman’s Relief Fund Acton, nominates Allen H. Nelson, 32 Parker Street, for the position of Trustee of the Fireman’s Relief Fund Acton, term to expire 2006.

The Trustees of the West Acton Citizens’ Library nominate Peter J. Guilmette, 9 Cherry Ridge Road, for the position of Trustee of the West Acton Citizens’ Library, term to expire 2006.

ARTICLE 2
(Majority vote)

HEAR AND ACCEPT REPORTS

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. Foster moves that the Town accepts the reports of the various Town Officers and Boards as set forth in the 2002 Town Report and that the Moderator calls for any other reports.

ARTICLE 3 *
(Majority vote)

COUNCIL ON AGING VAN ENTERPRISE BUDGET

To see if the Town will raise and appropriate, or appropriate from available funds, the sum of \$72,200, or any other sum, to operate the Senior Van Service, in accordance with Massachusetts General Laws, Chapter 44, Section 53 F¹/₂, Enterprise Fund Law, or take any other action relative thereto.

MOTION:

Mr. Hunter moves that the Town appropriate \$72,200, to be expended by the Town Manager, for the purpose of operating the Town of Acton Senior and Disabled Citizen Van service, and to raise such amount, \$72,200 be transferred from the Council on Aging Enterprise Fund.

ARTICLE 4 *
(Majority vote)

NURSING ENTERPRISE BUDGET

To see if the Town will raise and appropriate, or appropriate from available funds, the sum of \$583,704, or any other sum, to provide Public Health and Visiting Nurse Services, in accordance with Massachusetts General Laws, Chapter 44, Section 53F½, Enterprise Fund Law, or take any other action relative thereto.

MOTION:

Mrs. Harting-Barrat moves that the Town appropriate \$583,704, to be expended by the Town Manager, for the purpose of operating the Public Health Nursing Service, and to raise such amount, \$583,704 be transferred from the Nursing Enterprise Fund.

ARTICLE 5 *
(Majority vote)

SEPTAGE DISPOSAL ENTERPRISE BUDGET

To see if the Town will raise and appropriate, or appropriate from available funds, the sum of \$222,414, or any other sum, for the purpose of septage disposal, in accordance with Massachusetts General Laws, Chapter 44, Section 53F½, Enterprise Fund Law, or take any other action relative thereto.

MOTION:

Mr. Hunter moves that the Town appropriate \$222,414, to be expended by the Town Manager, for the purpose of septage disposal, and to raise such amount, \$222,414 be transferred from the Septage Disposal Enterprise Fund.

ARTICLE 6 *
(Majority vote)

SEWER ENTERPRISE BUDGET

To see if the Town will raise and appropriate, or appropriate from available funds, the sum of \$1,454,750, or any other sum, for the purpose of operating and maintaining a sewer collection and treatment facility, in accordance with Massachusetts General Laws, Chapter 44, Section 53F½, Enterprise Fund Law, or take any other action relative thereto.

MOTION:

Mr. Shupert moves that the Town appropriate \$1,454,750, to be expended by the Town Manager, for the purpose of operating the sewer system, and to raise such amount, \$1,454,750 be transferred from the Sewer Enterprise Fund.

ARTICLE 7 *
(Majority vote)

SECTION 53E½ SELF-FUNDING PROGRAMS

To see if the Town will vote, pursuant to Massachusetts General Laws, 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, and Fire Department Fire Alarm Network, to be expended by the Town Manager, as noted below:

Fund	FY04 Estimated Revenue	FY04 Authorized Expenditure
School Department		
Douglas at Dawn/Dusk	\$ 100,000	\$ 100,000
Merriam Mornings/Afternoons/Summer	\$ 30,000	\$ 30,000
Gates Amazing Programs	\$ 30,000	\$ 30,000
Historic District Commission	\$ 600	\$ 600
Building Department	\$ 161,800	\$ 161,763
Includes fees for Microfilming, Electrical Permits, Plumbing Permits, Gas Permits, Sign Licenses and Periodic Inspection Fees		
Sealer of Weights and Measures	\$ 10,350	\$ 10,315
Health Department		
Food Service Inspections	\$ 24,800	\$ 24,754
Hazardous Materials Inspections	\$ 66,100	\$ 66,045
Fire Department		
Fire Alarm Network	\$ 47,000	\$ 46,599

, or take any other action relative thereto.

MOTION:

Mr. Foster 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 FY03 in the amounts and for the purposes set forth in the expense column of this article.

ARTICLE 8 *
(Majority vote)

CHAPTER 90 HIGHWAY REIMBURSEMENT PROGRAM

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

MOTION:

Mrs. Harting-Barrat moves that the Town Manager is authorized to accept Highway funds from all sources and such funds are hereby appropriated for the purposes outlined by such reimbursement.

ARTICLE 9 *
(Majority vote)

FEDERAL AND STATE REIMBURSEMENT AID

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 2004, 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.

ARTICLE 10 *
(Majority vote)

TAX COLLECTIONS

To see if the Town will vote to accept the provisions of Massachusetts General Laws, Chapter 60, Section 2, Paragraph 2, allowing the abatement of certain taxes, or take any other action relative thereto.

MOTION:

Mr. Shupert moves that the Town accept the provisions of Massachusetts General Laws, Chapter 60, Section 2, Paragraph 2, allowing for the abatement of certain taxes.

ARTICLE 11 *
(Majority vote)

SALE OF FORECLOSED PROPERTIES

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. Hunter moves in the words of the Article.

ARTICLE 12 *

(Majority vote)

OPTIONS FOR TAX TITLE FORECLOSURE

To see if the Town will vote to accept the provisions of Massachusetts General Laws, Chapter 60, Section 77C, which permits towns to accept a deed from all persons with an interest in certain properties on which there are outstanding taxes and charges as an alternative to tax taking and foreclosure procedures, or take any other action relative thereto.

MOTION:

Mrs. Harting-Barrat moves that the Town accept the provisions of Massachusetts General Laws, Chapter 60, Section 77C, related to tax taking and foreclosure procedures.

ARTICLE 13 *
(Majority vote)

ELDERLY TAX RELIEF
REAUTHORIZE CHAPTER 73 OF THE ACTS OF 1986

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.

ARTICLE 14 *
(Majority vote)

SENIOR TAX EXEMPTION OPTIONS (CLAUSE 41C)

To see if the Town will vote to accept the provisions of Chapter 184, Section 51 of the Acts of 2002, amending Massachusetts General Laws, Chapter 59, Section 5 (41C), allowing the Town to reduce the eligibility age, increase the gross receipts eligibility standards, increase the limits on the value of estates (within specified parameters) and increase tax exemption amounts up to 100% for senior citizens, or take any other action relative thereto.

MOTION:

Mr. Ashton moves that the Town accept the provisions of Chapter 184, Section 51 of the Acts of 2002, amending Massachusetts General Laws, Chapter 59, Section 5 (41C), providing for maximum allowable tax relief benefits for senior citizens.

ARTICLE 15
(Majority vote)

BUDGET TRANSFER

To see if the Town will raise and appropriate, or appropriate from available funds, an amount of money to be used in conjunction with funds appropriated under the current fiscal year's budgets to be used during the current fiscal year, or make any other adjustments to the current fiscal year budgets and appropriations that may be necessary, or take any other action relative thereto.

MOTION:

Mr. Foster moves that the Town take no action.

ARTICLE 16
(Majority vote)

TOWN OPERATING BUDGET

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. Shupert moves that the Town appropriate \$18,552,513, to be expended by the Town Manager, for the purpose of funding the Municipal Budget for the period July 1, 2003 to June 30, 2004, and to raise such amount,

\$18,358,078 be raised and appropriated,
\$ 125,000 be transferred from Free Cash,
\$ 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.

ARTICLE 17
(Two-thirds vote)

DRAINAGE REPAIRS – DPW FACILITY

To see if the Town will vote to appropriate \$212,500, or any other sum, for the purpose of making extraordinary repairs to the DPW Building located at 14 Forest Road.

MOTION:

Mr Ashton moves that the Town appropriate \$212,500, to be expended by the Town Manager, for the purpose of making extraordinary repairs to the Department of Public Works building, including any engineering fees, cost estimating fees and other costs incidental thereto, and to raise such amount, \$212,500 be transferred from the Stabilization Account.

ARTICLE 18
(Majority vote)

NESWC ENTERPRISE BUDGET

To see if the Town will raise and appropriate, or appropriate from available funds, the sum of \$4,091,013, or any other sum, for the purpose of solid waste disposal in accordance with Massachusetts General Laws, Chapter 44, Section 53F½, Enterprise Fund Law, or take any other action relative thereto.

MOTION:

Mrs. Harting-Barrat moves that the Town appropriate \$4,091,013, to be expended by the Town Manager, for the purpose of solid waste disposal, and to raise such amount, \$3,724,013 be transferred from the NESWC Enterprise Fund, and \$367,000 be raised and appropriated.

ARTICLE 19 *
(Majority vote)

TOWN BOARD SUPPORT – SPECIAL PROJECTS

To see if the Town will raise and appropriate, or appropriate from available funds, the sum of \$1,000, or any other sum, to be expended by the Town Manager for the ongoing expenses of the Acton-Boxborough Cultural Council for programs in Acton, or take any other action relative thereto.

MOTION:

Mr. Shupert moves that the Town raise and appropriate \$1,000 for the ongoing expenses of the Acton-Boxborough Cultural Council.

ARTICLE 20 *
(Majority vote)

PLOWING OF PRIVATE WAYS

To see if the Town will raise and appropriate, or appropriate from available funds, a sum of money to be expended by the Town Manager for the costs associated with the plowing of private ways open to public use, as designated by the Board of Selectmen, or take any other action relative thereto.

MOTION:

Mr. Ashton moves that the Town raise and appropriate \$12,000, to be expended by the Town Manager, for plowing of private ways open to public use as designated by the Board of Selectmen.

ARTICLE 21 *
(Majority vote)

AMEND TOWN BYLAWS – DOG LICENSE FEES

To see if the Town will vote to amend the Town Bylaws, Chapter E, Section E22, to eliminate the last sentence and the schedule of Fees, and to replace such with the following text:

“The fee for such license will be determined by the Board of Selectmen in a public meeting.”

, or take any other action relative thereto.

MOTION:

Mr. Foster moves that the Town adopt the bylaw amendments as set forth in the Article.

ARTICLE 22 *
(Majority vote)

AMBULANCE FEES

To see if the Town will authorize the segregation of ambulance fees into a fund to be used solely for acquiring equipment used in providing Emergency Medical Services (EMS), including but not limited to defraying the maturing debt and interest or lease costs thereof, or take any other action relative thereto.

MOTION:

Mr. Foster moves in the words of the Article.

To see if the Town will petition the General Court to adopt a home rule act authorizing the Board of Selectmen to send certain information to the registered voters in the Town of Acton in substantially the form set forth below:

An Act Authorizing The Town Of Acton To Send Certain Information To Registered Voters In The Town Of Acton

Section 1. Notwithstanding the provisions of any general or special law to the contrary, the board of selectmen of the town of Acton shall, at least seven days before any election at which a binding or non-binding question shall be submitted solely to the voters of said town, cause to be printed and sent to each residence of one or more voters whose name appears on the latest active voting list for said town and make available at each polling place (a) the full text of such question; (b) a fair and concise summary of such question, including a one-sentence statement describing the effect of a yes or no vote, prepared by the Town Counsel of said town; and (c) arguments for and against such question as provided in section 2.

Section 2. No argument shall contain more than two hundred and fifty words. Said board of selectmen shall seek written arguments from the principal proponents and opponents of each such question. Said board of selectmen shall designate a date by which written arguments must be received, in a written notice to the principal proponents and opponents. Said notice must be issued at least fourteen days before the date by which the written arguments must be received.

Section 3. For the purposes of this act, the principal proponents and opponents of any such question shall be those persons determined by said board of selectmen to be best able to present the arguments for and against such question. The principal proponents or opponents of such a question may include a town or district officer or committee, such as a finance committee or school committee, and the principal proponents may include the first ten signers or a majority of the first ten signers of any petition initiating the placement of such question on the ballot. In determining the principal proponents and opponents of such a question, said board of selectmen shall contact each ballot question committee, if any, as defined in section 1 of chapter fifty-five of the General Laws, organized specifically to influence the outcome of the vote on such question. If no argument is received by said board of selectmen within the time allowed by this act, the Town Counsel shall prepare such argument.

Section 4. All arguments filed with said board of selectmen pursuant to this act, and the summary prepared pursuant to section 1(a) shall be open to public inspection at the office of the town clerk of said town, and if the vote affects a district, the arguments and summary shall be open to public inspection at the office of the clerk of each city or town within the jurisdiction of the district.

Section 5. This act shall apply where the question presented involves the regional district of which the town of Acton is a member or involves a joint undertaking by said town of Acton and any one or more cities or towns.

Section 6. This act shall take effect upon its passage.

, or take any other action relative thereto.

(Article 23, Continued)

MOTION:

Mr. Hunter moves that the Town authorize the Board of Selectmen to petition the General Court to enact a special law authorizing the Board of Selectmen to send certain information to the registered voters in the Town of Acton in substantially the form set forth in the Article.

To see if the Town will vote to authorize the Board of Selectmen to enter into a revised Health Insurance Trust Agreement between the Town of Acton and the Acton-Boxborough Regional School District, in accordance with the provisions of Massachusetts General Laws, Chapter 32B and Chapter 40, Section 4A, in substantially the form set out below, but subject to review by counsel of the Town and the District and the votes of the Board of Selectmen and the Acton-Boxborough Regional School District approving the final draft, or take any other action relative thereto.

Article 1: Authority and Purpose

This agreement is entered into under M.G.L. Chapter 32B, Section 12 to enable the governmental units executing this agreement and any additional governmental units accepted for participation in accordance with the procedures described in Article 3 and Article 12 hereof, to join together, by means of a Massachusetts Municipal Insurance Trust, in negotiating and purchasing policies and contracts of insurance and other contracts, including but not limited to health insurance, Health Maintenance Organization coverage, reinsurance, Administrative Services, Medicare supplement coverage, Preferred Provider Arrangements, Medigap plans, and other programs of group health coverage, (hereinafter collectively referred to as “group health plans”) and to establish a Trust (as hereafter described) to aid in the implementation of this Agreement.

Article 2: Participants

The participants in this Agreement, hereinafter referred to as “Participating Governmental Units,” are the Town of Acton and the Acton-Boxborough Regional School District. Additional governmental units may be added pursuant to Article 3 and Article 12. The organization of Participating Governmental Units established by this Agreement shall be called the “Acton Health Insurance Trust,” sometimes hereinafter referred to as the “Trust.”

Article 3: Term of Agreement and Participation

3.1 Term of Agreement

This Agreement shall take effect on July 1, 2003 (hereinafter sometimes referred to as the “effective date”) provided it has been authorized by vote of the Acton Boxborough Regional School District, and by vote of Town Meeting for the Town of Acton. This Agreement shall continue in full force and effect, subject to amendment in accordance with the terms of Article 12, as long as two or more governmental units elect to continue participation.

3.2 Acceptance of New Participating Governmental Units

Any governmental unit may make application to become a Participating Governmental Unit, in accordance with the terms of this Article 3. Applications for participation shall be reviewed by the Board of Trustees (the Board) established under Article 4, who shall make a recommendation regarding acceptance to the appropriate public authorities of the existing Participating Governmental Units. The application shall include information concerning the anticipated number of employees and retired employees to be covered, the cost of health insurance coverage and the loss and expense experience of the applicant governmental unit for the prior three years, and such other information as the Board requests.

If the appropriate public authority of each existing Participating Governmental Units votes to accept such additional governmental unit, it shall become a Participating Governmental Unit, upon such terms and

conditions, including such amendments of this Agreement as may be necessary or appropriate, to be effective on a date to be mutually agreed upon, which shall ordinarily be at the end of a fiscal year.

Within thirty (30) days of the date of acceptance of a candidate Participating Governmental Unit, the candidate Participating Governmental Unit shall execute this Agreement, and shall appoint two (2) Trustees and an alternate in accordance with Articles 4 and 7 of this Agreement and shall be bound by all terms, conditions, and requirements of this Agreement and of the administrative procedures in effect from time to time, including but not limited to agreement as to the appropriate voting rights of each member.

3.3 Withdrawal from Participation

Any Participating Governmental Unit may withdraw from participation in the Acton Health Insurance Trust at its discretion. Any Participating Governmental Unit electing to withdraw from participation in this Agreement shall notify the Board of Trustees of its intent, in writing, at least ninety (90) days prior to the end of the fiscal year. Such withdrawal shall take effect at the end of that fiscal year. The Participating Governmental Unit withdrawing shall remain liable for all charges, expenses, and other assessments and shall be entitled to receive its proportionate share of any surplus for the period of its participation as provided in Articles 10 and 11.

3.4 Termination of Participation

Any Participating Governmental Unit which is ninety (90) days or more in arrears of any payment due under Article 10 or Article 11 or which fails to meet its obligations and responsibilities under this Agreement, may be terminated from participation in the Trust by a vote of the appropriate public authorities of the Participating Governmental Units and an affirmative vote of the Finance Committee of the town of Acton, following a recommendation by the Board of Trustees. The Participating Governmental Unit withdrawing shall remain liable for all charges, expenses, and other assessments and shall be entitled to receive its proportionate share of any surplus for the period of its participation, as provided in Article 10 and Article 11.

Article 4: Board of Trustees

4.1 Appointment to the Board; Voting Rights; Authority

Authority for administration of this Agreement and the Trust established hereunder shall be vested in a Board of Trustees, herein referred to as the "Board." The appropriate public authority of each Participating Governmental Unit shall appoint two Members of the Board. One of the Members shall be the Treasurer of the Participating Governmental Unit. The other Member shall be appointed to serve a three-year term and may be appointed for an additional term or terms subject to the discretion of the appropriate public authority of each Participating Governmental Unit. A fifth Member of the Board shall be appointed by and from the Finance Committee of the Town of Acton and shall serve a three-year term and may be appointed for one additional term subject to the discretion of the Finance Committee. Should any appointed member resign, the appropriate authority shall appoint a replacement Member to serve out that term.

4.2 Responsibilities of the Board

The responsibilities and authority of the Board are those which are necessary for the general oversight and control of the Trust, including, but not limited to, the following:

4.2.1. To determine the general direction and policy of the Trust and to take such action as is necessary to execute these policies and programs;

- 4.2.2. To appoint the Administrator of the Trust, responsible for the daily operations and accounting for the Trust, whose duties and responsibilities are set forth in Article 8;
- 4.2.3 To meet to discuss the affairs of the Trust and to consider recommendations of consultants, the Administrator, Board members, or other agents, advisors or counsel;
- 4.2.4. To establish and practice sound financial management procedures and programs;
- 4.2.5 To consider the application of any candidate Participating Governmental Units submitted under Article 3 and make appropriate recommendations to the appropriate public authorities of the Participating Governmental Units, and to take appropriate action to terminate participation of a Participating Governmental Unit as described by Article 3.4;
- 4.2.6 To negotiate and execute contracts with persons or entities necessary or convenient to the provision of group health coverage and/or to the management and administration of the Trust;
- 4.2.7 To provide for an annual independent audit of the Trust and to provide copies of such audit to each Participating Governmental Unit; it is understood that such audit may be performed as part of a Participating Governmental Unit's own audit if that entity is acting as the Administrator of the Trust as described in Article 4.2.2 and Article 8, provided a majority of the Participating Governmental Units agree.
- 4.2.8 To elect a Chairman and a Secretary in accordance with Article 5;
- 4.2.9 To review annual rate renewals and funding arrangements for group health insurance coverage purchased under this Agreement, and to review and approve underwriting recommendations as provided by consultants to the Trust regarding monthly premium contribution rates necessary for the funding of the program;
- 4.2.10 To enter into reinsurance or excess loss insurance for claims of participants covered under the Trust in excess of such amounts or limits as the Board shall determine from time to time. Such reinsurance or excess loss insurance shall provide for payment of any proceeds thereof to the Trust.
- 4.2.11 To communicate, through the Board Members, the action of the Board to each Participating Governmental Unit and its public authority;
- 4.2.12 To determine, based upon reports provided by the administrator of the Trust, independent auditor, and other parties as necessary, within nine (9) months of the end of the policy year, a reconciliation of the Joint Purchase Trust balance in accordance with Article 10 of this Agreement, and to take all steps and carry out all actions necessary or convenient to administer a surplus or deficit in accordance with Article 10.
- 4.2.13 To supervise the investment and reinvestment funds held in the Trust in accordance with applicable legal standards.

Article 5: Officers of the Trust

At a meeting duly called, the Board shall elect from its membership, by majority vote of all its Members, a Chairman and a Secretary, who shall each serve a term of twelve (12) months, unless replaced prior to termination of such term by a vote of the majority of the Board Members. Either the Chairman or the Secretary or both may succeed themselves.

The Board shall adopt a schedule of regular meeting dates and times for the conduct of ordinary business, and shall establish reasonable procedures for providing notice to the Members of the Board. The Chairman shall cause notice of the date, place, and time of all meetings of the Board to be given to the Members, and may call any special or emergency meetings upon not less than 48 hours notice. The Chairman shall preside at all meetings and perform such other duties and functions as may be delegated by the Board. In the event the Chairman is unable to preside at a meeting, a Chairman pro tem may be elected to preside over that meeting.

The Secretary shall record the minutes of each meeting, including but not limited to, all decisions reached by the Board. The minutes shall be recorded and distributed to each Board Member within two weeks of the conclusion of each Board Meeting. If the Secretary is unable to attend a Board Meeting, the Chairman shall appoint a Secretary pro tem to perform the duties of the Secretary for that meeting.

Article 6: Quorum

A quorum of the Board for any regularly scheduled or special meeting shall consist of not less than three of the members of the Board and must include at least one Member from each Participating Governmental Entity. A majority vote of the Members in attendance at a duly called meeting shall be deemed to be a vote of the Board, unless otherwise specified in this Agreement.

Article 7: Responsibilities of the Participating Governmental Units

Each Participating Governmental Unit is responsible for functions and duties as described below:

7.1 Appointing two primary and one alternate Board Members within thirty (30) days of execution of this Agreement, and for appointing replacements as necessary. An alternate Board Member may attend any Board meeting in place of either primary member, but shall not vote on the admission or termination of a Participating Governmental Unit unless specifically authorized by the public Authority of his or her Participating Governmental Unit.

7.2 Making timely payment of monthly premium contributions, HMO contributions, and its share of all other charges assessed by the Trust;

7.3 Designating an "accounting contact" who shall be the Participating Governmental Unit's primary liaison with the Trust administrator for purposes of billing, enrollment, and accounting activities;

7.4 Providing to the Board, the Trust administrator, and other designees of the Board all information necessary to establish and administer the Trust;

7.5 Ensuring that it is represented at scheduled and special meetings of the Board;

7.6 Notwithstanding any other provisions of this Agreement, each Participating Governmental Unit shall retain its autonomy and responsibility for performing those duties of an employer specified under state and federal law, under any other regulation, statute, or agreement, and for which authority is not specifically granted to the Board, including, but not limited to:

7.6.1 Collective bargaining;

7.6.2. Collection of premium amounts due from employees, former employees, retirees, and other persons covered by group health coverage under this Agreement;

7.6.3 Determination of eligibility for health plan coverage and compliance with federal statutes as they relate to health care coverage for the working aged and Medicare as Secondary Payor;

7.6.4 Compliance with federal statutes regarding notification to and from affected parties of eligibility rights under the Consolidated Omnibus Budget Reconciliation Act of 1985 (COBRA), and any other notification obligations under state or federal law;

7.6.5 Appropriation of monies necessary to fund the Participating Governmental Unit's health plan or health maintenance organization contributions or other contributions to group health coverage of the Trust;

7.6.6 Funding and payment of all claims, administration charges, premium charges, and other health plan charges or charges for any person insured by the Participating Governmental Unit which were incurred prior to the effective date of coverage under health plans purchased under this Agreement;

7.6.7 Provision and administration of worker's compensation and similar benefits, including responsibility for notifying the Trust of the availability of such benefits for injured employees;

7.6.8 Provision and administration of Social Security and similar benefits, including responsibility for notifying the Trust of the availability of such benefits for injured employees;

7.6.9 Any other programs and plans not purchased under this Agreement.

Article 8: Administration of the Trust

The Board shall appoint a Trust Administrator in accordance with Article 4 of this Agreement. It is anticipated that the Trust Administrator shall be one of the Participating Governmental Units, but the Board may at its discretion elect to hire an outside Trust Administrator. The Administrator may serve for a period as long as deemed appropriate by the Board. A vote to replace the Administrator or notification of withdrawal by the Administrator must occur at least one hundred eighty (180) days prior to the end of any fiscal year to take effect at the end of that fiscal year.

The Treasurer of the Participating Governmental Unit that is appointed Administrator shall act as the Treasurer of the Trust. Subject to the direction of the Board, the Treasurer of the Trust shall be responsible to select a bank or banks as depository(ies) of the Trust's funds; to manage, invest, and reinvest funds using sound financial management practices; to ensure collection of health insurance and other assessments of the Trust; to withdraw funds as necessary for the operation of the Trust and payment of expenses; and to report to the Board. It shall be the responsibility of the Trust Administrator to carry out policies approved by the Board and to perform the daily trust administration accounting and operations. These duties and responsibilities may include, but are not limited to, the following activities:

8.1.1 Enrollment coordination and billing of contributions from participating governmental units;

8.1.2 Receipt of premium contributions and other payments, including payments to the Trust from third parties;

8.1.3 Liaison with insurers, claims administrators, Participating Governmental Units, Health Maintenance Organizations, and other parties relative to the administration and operation of group health coverage purchased under this Agreement;

8.1.4 Technical and legal support services;

- 8.1.5 Underwriting services;
- 8.1.6 Administrative support to the Board;
- 8.1.7 Accounting, auditing, and reporting;
- 8.1.8 Other activities as directed by the Board.

For any services described in Section 8 above that are provided by third parties, the Board shall be responsible for reviewing the performance of such services and approving payment thereof from the Trust. To the extent that one or more of the Participating Governmental entities provides any of the services described in Section 8 above, the Board shall be responsible for determining the amount of compensation, if any, to be provided to that entity (or entities) for services rendered.

Article 9: Communications

Each Member of the Board shall communicate all matters relating to the action of the Board to the Member's respective Participating Governmental Unit's Public Authority. Dissemination of the meeting minutes to the Participating Governmental Unit's Public Authority shall be considered one means by which such communication may be accomplished. At the discretion of the Participating Governmental Unit's Public Authority, an annual update regarding the status of the Trust shall be delivered by a Board Member to the Participating Governmental Unit's Public Authority.

Article 10: Determination of Contribution Rates and Fund Balance

10.1. Contribution Rates. The Board shall annually determine by majority vote the monthly contribution rates payable by each Participating Governmental Unit. The rates shall be set at amounts which will fully satisfy the funding requirements of the Trust for the next plan year, including consideration of the reconciled fund balance for the most recent available plan year, as provided herein. The funding requirements shall be established based on underwriting and/or actuarial estimates received by the Board, with the advice and recommendations of consultants and consultations with each Participating Governmental Unit.

10.2 Trust Fund Balances. The Board shall review and determine within nine (9) months of the last day of each plan year, a reconciliation of the trust fund balance. In establishing the reconciled fund balance, the Board shall make an estimate of the cost of run-out claims, which were incurred as of the last day of the plan year, but not paid as of the reconciliation date. A "surplus" will be deemed to exist if the reconciled fund balance, excluding the reserve for the estimated cost of run-out claims, exceeds thirty percent (30%) of the funding requirements of the Trust anticipated for the next plan year.

If there is a certified surplus or deficit fund balance, the Board shall reduce or increase monthly contribution rates for the next year such that the funding requirements of the Trust are satisfied.

Article 11: Payment of Premiums

Each Participating Governmental Unit shall transfer the existing fund balance attributable to it from the existing agreement to the Trust created hereunder. In addition, each Participating Governmental Unit shall make payment on a monthly basis of the health insurance premiums or funding rates for all covered employees and for all expenses of the Trust. The Administrator shall determine, subject to approval or ratification by the Board, the total monthly payment due from each Participating Governmental Unit, including debits and credits.

Article 12: Amendment Procedure

This Agreement may be amended at any time by the affirmative vote of the public authorities of each Participating Governmental Unit.

Article 13: Liability Following Termination of or Withdrawal from Participation

The liability of a Participating Governmental Unit for claims and expenses under all contracts purchased through this Agreement, upon termination of or withdrawal from participation, shall include the following:

13.1 The former Participating Governmental Unit's share of any deficit in the Trust as of its termination date. Payment shall be made by the former Participating Governmental Unit to the Trust within thirty (30) days of notice of the amount due. The Trust will notify the withdrawn or terminated member of its share of the deficit within thirty (30) days of the annual reconciliation of the Trust fund;

13.2 Any unpaid premium charges, interest charges, or other expenses allocable to the Participating Governmental Unit prior to the termination date of participation or incurred by the Participating Governmental Unit but not yet billed to the Participating Governmental Unit as of the termination date of participation;

13.3 When required by law that a covered member or dependent be permitted to remain covered by the insurance purchased by the plan after the date the former Participating Governmental Unit terminates or withdraws participation, the claims expenses, associated administration charges, reinsurance charges, and a separate administration charge for processing such payments shall be billed to the governmental unit on a monthly basis;

13.4 Any surplus owed to a former Participating Governmental Unit based on its proportionate share as described in Article 10 above shall be paid to the governmental unit within sixty (60) days of the annual trust fund reconciliation; and

13.5 Any collection costs including but not limited to reasonable attorneys' fees.

Article 14: Hold Harmless Protection

Each Participating Governmental Unit agrees that as a precondition for entering into this Agreement each representative designated by the Participating Governmental Unit to serve on the Board shall be indemnified and held harmless from personal loss and expense, including reasonable legal fees and costs, if any, to the full extent permitted by all applicable statutes.

Indemnification shall be provided by each Participating Governmental Unit for liability arising from all activities directly related to the execution of the Agreement and the establishment of this Trust and all activities arising out of such participation, including but not limited to holding office as Board member or as a representative of the Participating Governmental Unit, commencing on and after the effective date of this Agreement, through and including the date which such designated representative terminates his or her position as a Member or Alternate Member of the Board. This hold harmless protection shall include indemnification for any claim, demand, suit, or judgment for any act or omission, except an action of intentional or knowing misconduct.

Article 15: Certification of Funds

Each Participating Governmental Unit shall appropriate adequate funds to pay, in a timely manner, its share of the Trust insurance premium and fee for group health insurance and other expenses of the Trust

approved by the Board. The appropriate public officials shall certify annually, upon request of the Board, the availability of such funds.

Article 16: Attorneys' Fees

Except as specified in Articles 11 and 13, in the event any legal action or proceeding is brought by any party to this Agreement in connection with the enforcement or interpretation of this Agreement, the prevailing party shall be entitled to reasonable attorneys' fees and costs to be paid by the non-prevailing party.

Article 17: Signatories to the Agreement

By our signatures, we, the undersigned appropriate public authority of each Participating Governmental Unit, evidence our acceptance of the terms of this Agreement:

For: _____
Participating Governmental Unit

Signature _____ Title _____ Date _____

, or take any other action relative thereto.

MOTION:

Mr. Ashton moves that the Town authorize the Board of Selectmen to enter into an agreement with the Acton-Boxborough Regional School Committee to reform the Health Insurance Trust in substantially the form set forth in the Article.

ARTICLE 25
(Majority vote)

SKATE PARK LAND – HAYWARD ROAD

To see if the Town will vote to accept from the Commonwealth of Massachusetts the conveyance of two parcels of vacant land on Hayward Road and shown as Parcel SR-1, 1.15 Acres and SR-2, 0.43 Acres on a plan entitled “The Commonwealth of Massachusetts, Plan of Land in the Town of Acton, (Middlesex County)”, dated October 31, 2002, to be recorded in the Middlesex South District Registry of Deeds, Cambridge, MA, said parcels are also shown on Map F-3 of the Town Atlas as Parcel 16 and 16-1, for open space and recreational purposes, or take any other action relative thereto.

MOTION:

Mr. Ashton moves that the Town authorize the Board of Selectmen to accept the land as set forth in the Article.

ARTICLE 26
(Two-thirds vote)

AMEND ZONING BYLAW – SKATE PARK LAND

To see if the Town will vote to amend the zoning map, Map No. 1, by rezoning from General Industrial (GI) to Agriculture Recreation Conservation (ARC), an area of land shown as parcels 16 and 16-1 on map F-3 of the 2002 Town Atlas, or take any other action relative thereto.

MOTION:

Mr. Ashton moves that the Town take no action.

ARTICLE 27
(Majority vote)

ACTON PUBLIC SCHOOLS BUDGET

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 Local Schools, or take any other action relative thereto.

MOTION:

Mrs. Ashton moves that the Town appropriate \$18,621,990 to fund the Acton Public School Budget for the period July 1, 2003 to June 30, 2004, and to raise such amount, \$18,495,990 be raised and appropriated and \$126,000 be transferred from Free Cash.

ARTICLE 28 ACTON-BOXBOROUGH REGIONAL SCHOOL DISTRICT ASSESSMENT
(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 Acton-Boxborough Regional School District, or take any other action relative thereto.

MOTION:

Mrs. Altieri moves that the Town appropriate \$17,999,790 to fund the assessment of the Acton-Boxborough Regional School District for the period July 1, 2003 to June 30, 2004, and to raise such amount, \$17,874,790 be raised and appropriated and \$125,000 be transferred from Free Cash.

ARTICLE 29
(Majority vote)

MINUTEMAN REGIONAL SCHOOL DISTRICT ASSESSMENT

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 Minuteman Regional Vocational Technical School District, or take any other action relative thereto.

MOTION:

Mr. Olmstead moves that the Town appropriate \$783,968 to fund the assessment of the Minuteman Regional Vocational Technical School District for the period July 1, 2003 to June 30, 2004, and to raise such amount, \$783,968 be transferred from Free Cash.

ARTICLE 30 *
(Majority vote)

AMEND TOWN CHARTER – HOUSEKEEPING

To see if the Town will vote to amend the Town Charter, Section 4-2, by replacing titles as follows:

1. Replace “Board of Appeals (Assoc. Members)” with “Board of Appeals (Alternate Members)”
2. Replace “Planning Board (Associate Members)” with “Planning Board (Alternate Members)”

, or take any other action relative thereto.

MOTION:

Mrs. Harting-Barrat moves that the Town take no action.

ARTICLE 31
(Majority vote)

ECONOMIC DEVELOPMENT AND INDUSTRIAL CORPORATION

To see if the Town will vote to declare a need for an economic development corporation and adopt Chapter 135 of the Acts of 2001, an act establishing the Acton Economic Development and Industrial Corporation.

MOTION:

Mr. Foster moves that the Town declares the need for the Acton Economic Development and Industrial Corporation, as set forth in Chapter 135 of the Acts of 2001.

To see if the Town will vote to amend the zoning bylaw by deleting the present section 9 and replacing it with the following new section 9:

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

SECTION 9.

PLANNED CONSERVATION RESIDENTIAL COMMUNITY (PCRC)

9.1 Purpose – The primary purpose of the Planned Conservation Residential Community (PCRC) is to allow residential development that encourages the preservation of open space, and thus allows within it the preservation of significant land, water, historic, archeological and natural resources, in a manner consistent with the goals of the Master Plan and the Open Space and Recreation Plan, as amended from time to time.

The secondary purpose is to facilitate and encourage the construction and maintenance of streets, utilities, and public services in a more economical and efficient manner than in a standard subdivision.

[Note - section 9.1 presently reads as follows:

9.1 Purpose – The purpose of the Planned Conservation Residential Community is to allow residential development which encourages:

- 1) the preservation of significant land and water resources and natural areas in the Town;*
- 2) the preservation of significant historic or archeological resources and areas;*
- 3) the maintenance of Acton's New England town character as a suburban residential community, while encouraging a greater mixture of housing types and more energy efficient and cost effective residential development; and*
- 4) the development of land in harmony with its natural features, the existing and probable future USE of adjacent land, and consistent with the objectives of the Zoning Bylaw.]*

9.2 Special Permit – The Planning Board may grant a special permit for the development and construction of a PCRC on all land and parcels previously incorporated into a PCRC zoning district, as well as in the R-2, R-4, R-8/4, R-8, R-10/8 and R-10 Districts in accordance with this Section and M.G.L. ch. 40A, s.9.

[No change.]

9.3 Contents of Application for a PCRC Special Permit – The application for a PCRC Special Permit shall be accompanied by a "PCRC Site Plan", showing the information required by the Rules and Regulations for PCRCs. The information shall include but not be limited to: the topography; soil characteristics as shown on the Soil Conservation Service Maps; wetlands as defined by M.G.L. Chapter 131, Section 40; vernal pools, riverfront areas, buffer zones and setbacks as defined in Chapter F of the Bylaws of the Town of Acton - Wetland Protection; Flood Plain boundary lines; existing types of vegetation; any other unique natural, historical, archeological, and aesthetic resources; the proposed layout of the LOTS; proposed locations of DWELLING UNITS and accessory BUILDINGS; the proposed diversity and cost range for the DWELLING UNITS; dimensions, STREETS, garages, driveways, wells, utilities, wastewater disposal systems; the proposed finished grades of the land; the proposed vegetation and landscaping including where existing vegetation is retained; proposed features designed for energy and water conservation and pollution control; the proposed layout and land use plan of the Common Land in the PCRC; the proposed form of ownership of the Common Land and any improvements proposed thereon.

[Note: The proposed insertion is underlined. Otherwise, no change.]

9.4 Procedural Requirements – If the PCRC requires approval under the Subdivision Control Law, M.G.L., Chapter 41, the "PCRC Site Plan" shall contain a plan in the form and with the contents required of a Definitive Subdivision Plan by the Acton Subdivision Rules and Regulations. The

applications for a PCRC Special Permit and for approval of a Definitive Subdivision Plan shall be filed concurrently. To the extent permitted by law, the Planning Board shall consider both applications at the same time.

[No change.]

9.5 Planning Board Action – In evaluating the proposed PCRC, the Planning Board shall consider the general purpose and objectives of this Bylaw; the existing and probable future development of surrounding areas; the appropriateness of the proposed layout of STREETS, ways, LOTS, and STRUCTURES; the proposed layout and USE of the Common Land; the topography; soil; and other characteristics and resources of the TRACT OF LAND in question. The Planning Board may grant a special permit for a PCRC if it finds that the PCRC:

- a) complies in all respects with the applicable requirements of this Bylaw;
- b) enhances the purpose and intent of PCRC Development;
- c) enhances the goals of the Open Space and Recreation Plan;
- d) is in harmony with the character of the surrounding area and neighborhood; and
- e) complies with the requirements of Section 10.3.5.

9.5.1 The Planning Board shall consider the recommendations, if any, of the Board of Health, the Conservation Commission, and other town boards and staff in making said findings.

9.5.2 The Planning Board may require changes to the "PCRC Site Plan" and impose additional conditions, safeguards and limitations as it deems necessary to secure the objectives of this Bylaw, including without limitation, any conditions, safeguards or limitations listed in Section 10.3.6.

[Note - section 9.5 currently reads:

9.5 Planning Board Action – In evaluating the proposed PCRC, the Planning Board shall consider the general purpose and objectives of this Bylaw; the existing and probable future development of surrounding areas; the appropriateness of the proposed layout of STREETS, ways, LOTS and STRUCTURES; the proposed layout and USE of the Common Land in relation to the proposed DWELLING UNITS in the PCRC, the topography, soils and other characteristics and resources of the TRACT OF LAND in question. The Planning Board may grant a special permit for a PCRC if it finds that the PCRC:

- a) complies in all respects to the applicable requirements of this Bylaw and enhances the purpose and intent of Planned Conservation Residential Community Development,*
- b) is in harmony with the existing and probable future USES of the area and with the character of the surrounding area and neighborhood, and*
- c) complies with the requirements of Section 10.3.5.*

The Planning Board may require changes to the "PCRC Site Plan" and impose additional conditions, safeguards and limitations as it deems necessary to secure the objectives of this Bylaw, including without limitation, any conditions, safeguards or limitations listed in Section 10.3.6.]

9.6 Standards for PCRCs

9.6.1 Permitted USES – Permitted USES in a PCRC shall be any USE permitted in the underlying Zoning District, as well as ACCESSORY USES typically associated with residential USES, owned and operated by the owner of the PCRC or the residents within the PCRC, such as building and grounds maintenance facilities, wastewater disposal facilities, recreation facilities, or club houses.

[No change.]

9.6.2 Area and Dimensional Regulations:

[No change.]

9.6.2.1 PCRC Site Area – The TRACT OF LAND for a PCRC must contain a minimum area of 8 acres.

- a) The Planning Board may permit LOTS on directly opposite sides of a STREET to qualify as a single TRACT OF LAND. To permit such division of a TRACT OF LAND by a STREET, the Planning Board must find that this would enhance the purposes of PCRC and not result

in any more DWELLING UNITS than would be possible in accordance with the provisions of this Bylaw if the LOTS on either side of the STREET were developed separately. If the Board approves a TRACT OF LAND divided by a STREET, it may permit the total number of permitted DWELLING UNITS to be constructed on either side of the STREET. AFFORDABLE DWELLING UNITS generated on the TRACT OF LAND under the provisions of Section 4.4.3 may be sited along with the other DWELLING UNITS whether or not the location of the AFFORDABLE DWELLINGS UNITS is within the AFFORDABLE Housing Overlay District. The DWELLING UNITS shall be constructed in accordance with the applicable PCRC requirements and the required Common Land may consist of land located on either side of the STREET.

- b) Where a TRACT OF LAND is divided by a zoning district boundary between any of the R-2, R-4, R-8/4, R-10 or R-10/8 districts the total number of DWELLING UNITS permitted shall not exceed the number permitted in each district considered separately. AFFORDABLE DWELLING UNITS generated on the TRACT OF LAND under the provisions of Section 4.4.3 may be sited along with the other DWELLING UNITS whether or not the location of the AFFORDABLE DWELLINGS UNITS is within the AFFORDABLE Housing Overlay District. The DWELLING UNITS may be located in either district and shall be constructed in accordance with PCRC requirements.

[No change in section 9.6.2.1 and sub-sections a) and b).]

9.6.2.2 Dimensional Requirements for BUILDINGS – There shall be no minimum LOT area, FRONTAGE, LOT width, or yard requirements within a PCRC, except as follows:

- a) No BUILDINGS or STRUCTURES shall be located within 45 feet of a pre-existing STREET, or within 15 feet of a new STREET, way, or common drive within the PCRC.
- b) No BUILDINGS or STRUCTURES shall be located within 30 feet of the boundary line of the PCRC or the Common Land.
- c) The minimum distance between residential BUILDINGS shall be 20 feet.
- d) Where a residential BUILDING measures more than 3000 square feet of GROSS FLOOR AREA per DWELLING UNIT, including any attached garages, the minimum setback from a street, way, or common drive within the PCRC shall be 30 feet, and the minimum separation to the next residential BUILDING shall be 40 feet.
- e) The Planning Board may impose other conditions on the locations of BUILDINGS and STRUCTURES, as it deems appropriate to enhance the purpose and intent of PCRC.

[No change in section 9.6.2.2 and sub-sections a) through e).]

9.6.2.3 Number of DWELLING UNITS – The maximum number of DWELLING UNITS permitted in a PCRC shall be 80% of the following, rounded up to the next integer:

[Note - this paragraph currently reads:

9.6.2.3 Number of DWELLING UNITS – The maximum number of DWELLING UNITS permitted in a PCRC shall be 90% of the following, rounded up to the next integer:]

- a) In the R-2 District: 1 DWELLING UNIT per 20,000 square feet of area of the TRACT OF LAND on which the PCRC is located, including the Common Land.
- b) In the R-4 and R-8/4 Districts: 1 DWELLING UNIT per 40,000 square feet of area of the TRACT OF LAND on which the PCRC is located, including the Common Land.
- c) In the R-8 and R-10/8 Districts: 1 DWELLING UNIT per 80,000 square feet of area of the TRACT OF LAND on which the PCRC is located, including the Common Land.
- d) In the R-10 District: 1 DWELLING UNIT per 100,000 square feet of area of the TRACT OF LAND on which the PCRC is located, including the Common Land.

- e) In the AFFORDABLE Housing Overlay District - Sub-Districts A and B: The number of DWELLING UNITS may be increased pursuant to the formulas provided in Section 4.4.3.1 and subject to the requirements of Sections 4.4.5, 4.4.6, 4.4.7, 4.4.8 and 4.4.9. The inclusion of AFFORDABLE DWELLING UNITS in compliance with the above referenced Sections of this Bylaw shall be authorized under a Special Permit for a PCRC.

[No change in sub-sections a) through e) above.]

- 9.6.2.4 BUILDING Requirements – There shall be no more than four DWELLING UNITS in any residential BUILDING. Except in the case of detached single family dwellings, there shall be not more than two garage spaces per DWELLING UNIT in any residential BUILDING. The overall length of any residential BUILDING shall not exceed 200 feet. Each DWELLING UNIT shall have two separate exterior entrances at ground level.

[No change.]

- 9.6.2.5 Parking Requirements – A minimum of 2 parking spaces per DWELLING UNIT including garages shall be provided.

[No change.]

- 9.6.2.6 Storm Water Runoff – The peak rate of storm water runoff from a PCRC shall not exceed the rate existing prior to the new construction based on a 10-year design storm.

[No change.]

- 9.6.3 Common Land Standards:

[No change.]

- 9.6.3.1 Dimensional Requirements for the Common Land – In a PCRC, at least sixty percent (60%) of the land shall be set aside as Common Land for the use of the PCRC residents or the general public. The following additional requirements shall apply:

- a) The minimum required area of the Common Land shall not contain a greater percentage of wetlands, as defined in M.G.L. Chapter 131, Section 40, than the percentage of wetlands found in the overall TRACT OF LAND on which the PCRC is located.
- b) The minimum Common Land shall be laid out as one or more large, contiguous parcels that are distinct from parcels dedicated for other purposes and USES. Each Common Land parcel shall contain at least one access corridor to a STREET or way that shall be not less than 40 feet wide.
- c) If the TRACT OF LAND of the PCRC abuts adjacent Common Land or undeveloped LOTS, the Common Land shall be laid out to abut the adjacent Common Land or undeveloped LOTS.

[No change to section 9.6.3.1 and subsections a) through c).]

- 9.6.3.2 USE of the Common Land – The Common Land shall be dedicated and used for conservation, historic preservation and education, outdoor education, recreation, park purposes, agriculture, horticulture, forestry, or for a combination of those USES. No other USES shall be allowed in the Common Land, except as provided for herein:

[No change.]

- a) The proposed USE of the Common Land shall be specified on a Land Use Plan and appropriate dedications and restrictions shall be part of the deed to the Common Land. The Planning Board shall have the authority to approve or disapprove particular USES proposed for the Common Land in accordance with the purposes of this bylaw.

[Note - this sub-section a) presently reads:

a) The proposed USE of the Common Land shall be specified on a Land Use Plan and appropriate dedications and restrictions shall be part of the deed to the Common Land. The Planning Board shall have the authority to approve or disapprove particular USES proposed for the Common Land in order to enhance the specific purposes of PCRC Development.]

- b) The Common Land shall remain unbuilt upon, except that the Planning Board may approve as part of the special permit the location and area of pavement or STRUCTURES accessory to the approved USE or USES of the Common Land.

[Note - this sub-section b) presently reads:

b) The Common Land shall remain unbuilt upon, provided that an overall maximum of five (5) percent of such land may be subject to pavement and STRUCTURES accessory to the dedicated USE or USES of the Common Land.]

- c) A portion of the Common Land may also be used for the construction of leaching areas, if associated with septic disposal systems serving the PCRC, and if such USE, in the opinion of the Planning Board, enhances the specific purpose of PCRC Development and promotes better overall site planning. Septic disposal easements shall be no larger than reasonably necessary. If any portion of the Common Land is used for the purpose of such leaching areas, the Planning Board shall require adequate assurances and covenants that such facilities shall be maintained by the LOT owners within the PCRC.

[Presently, this paragraph begins with the phrase "In addition, ...". No change otherwise.]

- d) A portion of the Common Land may also be used for ways serving as pedestrian walks, bicycle paths, and emergency access or egress to the PCRC or adjacent land, if such a USE, in the opinion of the Planning Board, enhances the general purpose of this Bylaw and enhances better site and community planning, and if the Planning Board finds that adequate assurances and covenants exist, to ensure proper maintenance of such facilities by the owner of the Common Land.

[Presently, this paragraph begins with the phrase "In addition, ...". No change otherwise.]

- e) Portions of the Common Land that are in excess of the minimum Common Land total area and upland area as calculated in accordance with section 9.6.3.1, including its subsection a), may be used for storm water detention and retention facilities serving the LOTS, STREETS and ways in the PCRC, including infrastructure such as pipes, swales, catch basins, and manholes, and parcels and easements associated with such facilities.

[No change.]

- f) No portion of the common land as shown on the approved PCRC Site Plan, including any portion that exceeds minimum zoning requirements, shall be used to meet area, setback, or any other zoning requirements for any development or improvement that is not shown on the approved PCRC Site Plan. No portion of the common land shall be used to meet minimum common land requirements in any adjacent or expanded PCRC.

[Subsection f) is newly inserted.]

- 9.6.3.3 Ownership of the Common Land – The Common Land shall be conveyed in whole or in part to the Town of Acton and accepted by it, or to a non-profit organization, the principal purpose of which is the conservation of open space and/or any of the purposes and USES to which the Common Land may be dedicated. The Common Land may also be conveyed to a corporation or trust owned or to be owned by the owners of DWELLING UNITS within the PCRC. The Planning Board shall approve the form of ownership of the Common Land. If the Common Land or any portion thereof is not conveyed to the Town of Acton, a perpetual restriction, approved by the Planning Board and enforceable by the Town of Acton, shall be imposed on the USE of such land, providing in substance that the land be kept in its open or natural state and that the land shall not be built upon or developed or used except in accordance with the provisions of a PCRC as set forth herein and, if applicable, as further specified in the decision of the Planning Board governing the individual PCRC. The proposed ownership of all Common Land shall be shown on the Land Use Plan for the PCRC. At the time of its conveyance, the Common Land shall be free of all encumbrances, mortgages, tax liens or other claims, except as to easements, restrictions and encumbrances required or permitted by this Bylaw.

[No change.]

9.7 STREETS, Utilities and Lighting – Whether or not the Planned Conservation Residential Community is a subdivision, all STREETS and ways whether public or private, wastewater disposal and drainage facilities and utilities shall be designed and constructed in compliance with the Town of Acton Subdivision Rules and Regulations, as amended. Special exception(s) to the Subdivision Rules and Regulations may be authorized by the Planning Board in granting a special permit hereunder provided the Board determines such exception(s) is in the public interest and is not inconsistent with the purposes of Section 9.1. The Planning Board may impose appropriate standards for all outdoor lighting within a PCRC.

[No change.]

9.8 Revisions and Amendments of "PCRC Site Plans" – Any change in the layout of STREETS and ways, in the configuration of the Common Land, in the ownership or USE of the Common Land, or any other change which, in the opinion of the Building Commissioner, would significantly alter the character of the PCRC, shall require the written approval of the Planning Board. The Planning Board may, upon its own determination, require a new special permit and hold a public hearing pursuant to Section 10.3 of this Bylaw, if it finds that the proposed changes are substantial in nature and of public concern.

[No change.]

9.9 Previously Approved PCRC Developments – Nothing herein shall be construed to prevent the orderly completion of any previously approved PCRC development. Any previously approved PCRC development shall be subject to the Zoning Bylaw in effect at the time when it was approved. However, the Planning Board may authorize BUILDING setbacks, BUILDING dimensions, and arrangement of garages in accordance with Sections 9.6.2.2 and 9.6.2.4 of this Bylaw.

[Note - section 9.9 presently reads:

9.9 Previously Approved PCRC Developments – Nothing herein shall be construed to prevent the orderly completion of any PCRC development previously approved in whole or in part within a PCRC Zoning District. The PCRC Zoning District shall remain in effect where previously established, and any PCRC development within such district shall be subject to the Zoning Bylaw in effect at the time when the applicable portion of such district was established. However, the Planning Board may authorize BUILDING setbacks, BUILDING dimensions and arrangement of garages in accordance with Sections 9.6.2.2 and 9.6.2.4 of this Bylaw.]

, or take any other action relative thereto.

MOTION:

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

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. Delete section 5.6.3.5 in its entirety.

[Note - section 5.6.3.5 is part of the special provisions for the Kelley's Corner District. It reads: 5.6.3.5 Wastewater Infrastructure – The Site Plan Special Permit Granting Authority shall require a contribution in the amount of \$2.50 per square foot of NET FLOOR AREA in excess of FLOOR AREA RATIO 0.20. Said contribution shall be made to the Town of Acton for deposit into a fund to be used for the design and construction of a centralized wastewater collection, treatment and disposal system serving the Kelley's Corner District and other areas within the Town of Acton, including the acquisition of necessary land or easements, or for the payment of any debt incurred by the Town of Acton for such purposes. On any LOT where the FAR existing on or before April 1, 1996 exceeds 0.20, the contributions calculated pursuant this section shall be based on the difference between the existing NET FLOOR AREA and the proposed NET FLOOR AREA.]

B. In section 3.5.6, 2nd sentence, in the phrase "Business USES and DWELLING UNITS may in the same BUILDING" insert the word "be" after "may".

C. In section 7.13.2.9, change the section references 7.12.1.1 and 7.12.1.3 to 7.13.1.1 and 7.13.1.3 respectively. In section 7.13.3, change the section reference 7.12.2 to 7.13.2.

, or take any other action relative thereto.

MOTION:

Mr. Sghia-Hughes moves that the Town adopt the bylaw amendments as set forth in the Article.

To see if the Town will vote to amend the Town Bylaws, Chapter F, Wetland Protection as follows:

Please note: Words in ***bolded italics*** represent new or modified language to the original text and lines through words represent elimination of original text. Edit notes will not appear in the amended Bylaw.

Section F3.14

The term “vernal pool” as used by this Bylaw shall include, in addition to that already defined under the Massachusetts Wetlands Protection Act and regulations (310 CMR 10.00), any confined basin or depression not occurring in existing lawns, gardens, landscaped areas, or driveways that meets the certification criteria established in the Guidelines for Certification of Vernal Pool Habitat published by the Massachusetts Division of Fisheries and Wildlife, regardless of whether the site has been certified by the Massachusetts Division of Fisheries and Wildlife. The buffer zone for vernal pools shall extend ~~the smaller of 1) 100 horizontal feet from the mean annual high-water line defining the depression, or 2) one half of the distance between the mean annual high-water line and any existing house foundation. Existing lawns, gardens, or landscaped or developed areas are excluded from the buffer zone.~~

Section F8.2 Order of Conditions

The Conservation Commission may impose such conditions on any proposed removing, dredging, filling or altering as it deems necessary to protect and preserve the interests covered by this Bylaw. ***In preparing the Order of Conditions the Commission shall take into account the cumulative adverse effects of loss, degradation, isolation and replication of protected resource areas throughout the municipality, resulting from past activities, permitted and exempt, and foreseeable future activities.*** Such Order of Conditions shall be in writing and may be subject to the same constraints and be identical to any such order issued by the Acton Conservation Commission under the provisions of M.G.L. Ch. 131, s.40, or successor statutes, and shall be issued within 30 days after the public hearing. Such Order of Conditions will expire three years from the date of issuance, unless renewed prior to expiration. No proposed work governed by an Order of Conditions shall be undertaken until all permits, approvals, and variances required by local Bylaws have been obtained and all applicable appeal periods have expired. The final Order of Conditions issued under this Bylaw shall be recorded with the Registry of Deeds for the district in which the land is located. However, if said Order is identical to the final Order of Conditions issued under the provisions of M.G.L. Ch. 131, s.40, only one Order of Conditions need be recorded. The Conservation Commission shall have the right to file the Order of Conditions with the Registry of Deeds should the applicant fail to do so within 60 days. If a wetland replication is required, the applicant will adhere to replication procedures established by the Commission or as set down in the Commission’s Rules and Regulations.

Section F8.3 Setbacks for Activities

The following are the minimum distances (setbacks) of activity from the edge of wetlands or vernal pools. No activity shall be allowed within these setbacks except as provided below. These setbacks are the minimum and may be extended further if deemed necessary for the protection of the interests of the Bylaw by the Commission.

The setbacks shall be as follows:

- (1) 0-foot setback for wetland-dependent structures (drain outfalls, weirs, etc.), fences, and structures necessary for upland access where reasonable alternative access is unavailable.
- (2) ~~25~~ ***50***-foot buffer of undisturbed natural vegetation.
- (3) ~~40~~ ***75***-foot setback to the edge of driveways, roadways, and structures.
- (4) ~~40~~ ***50***-foot chemical-free area within which no pesticides, herbicides, or fertilizers shall be used.

- (5) 100-foot setback for underground storage of gasoline, oil, or other fuels and hazardous materials.
- (6) ***100-foot setback from the mean high water line of vernal pools.***

When in the opinion of the Commission compliance with these setbacks will result in greater harm to the interests of this Bylaw than would waiver of the setbacks, the Commission is permitted to grant such waivers.

Pre-existing activities or structures not meeting the setbacks set forth above need not be discontinued or removed [but shall be deemed to be nonconforming]. No new activity shall be commenced and no new structure shall be located closer to the edge of wetlands or vernal pools than existing non-conforming like activities or structures, but the Commission may permit new activity or structures as close to the edge of wetlands or vernal pools if it finds that such activity or structure will not affect the interests protected by the Bylaw no more adversely than the existing activity or structure.

Section F10 Denial

~~The Conservation Commission may deny permission for any removing, dredging, filling, or altering if, in its judgment such denial is necessary to protect and preserve the interests identified in Section F1 of this Bylaw. Due consideration shall be given to possible effects of the proposal on such interests and to any demonstrated hardship on the petitioner by reason of denial as brought forth at the public hearing.~~

The Conservation Commission is empowered to deny a permit for failure to meet the requirements of this bylaw; for failure to submit necessary information and plans requested by the Commission; for failure to meet the design specifications, performance standards, and other requirements in regulations of the Commission; for failure to avoid or prevent unacceptable significant or cumulatively adverse effects upon the wetland values protected by this bylaw; or where the Commission deems that no conditions are adequate to protect those values. Due consideration shall be given to any demonstrated hardship on the applicant by reason of denial, as presented at the public hearing.

MOTION:

Mr. Ashton moves that the Town adopt the bylaw amendments as set forth in the Article.

ARTICLE 35 *
(Two-thirds vote)

AMEND LOCAL HISTORIC DISTRICT BYLAW - HOUSEKEEPING

To see if the Town will vote to amend the Town Bylaws, Chapter P, "Local Historic District Bylaw" as follows:

P2. "Definitions" revise definition of a "Person Aggrieved" by inserting at the end of the sentence the following:

"and any charitable corporation in which one of its purposes is the preservation of historic structures or districts".

P11. "Enforcement and Penalties" in paragraph 11.5 delete "c.40" and replace with "c. 40C".

P12. "Appeals" revise the last sentence by deleting "c.40" and replacing with "c. 40C"

MOTION:

Mr. Ashton moves that the Town adopt the bylaw amendments as set forth in the Article.

ARTICLE 36
(Majority vote)

HOME RULE PETITION – 17-23 SCHOOL STREET

To see if the Town will petition the General Court to adopt a Home Rule Act authorizing the Board of Selectmen to lease, for a term of up to 25 years, a parcel of land shown as map H-2A, parcel 49 of the Assessors Maps (formerly the South Acton Train Depot) for the purpose of constructing private parking facilities, upon such terms and conditions as the Board of Selectmen may determine, 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. The Town of Acton is hereby authorized to lease map H-2A, parcel 49 of the Assessors Maps for a term of not more than 25 years, for the purpose of constructing private parking facilities.

Section 2. Notwithstanding any other provisions of law, including General Laws Chapter 30B, the Board of Selectmen is authorized to issue a request for proposals for such purposes, to determine the terms and conditions of such request, to accept any proposal or negotiate changes in any proposal, or to reject all proposals, as they determine to be in the best interests of the Town, and to take all others actions as may be necessary or desirable to carry out such project.

Section 3. This act shall take effect upon its passage.

MOTION:

Mr. Shupert moves that the Town authorize the Board of Selectmen to petition the General Court to enact a special law authorizing the Board of Selectmen to lease a parcel of land, shown as map H-2A, parcel 49 of the Assessors Maps, for a term of up to 25 years in substantially the form set forth in the Article.

ARTICLE 37
(Two-thirds vote)

AMEND ZONING BYLAW – COMMUTER LOT

To see if the Town will vote to amend the zoning map, Map No. 1, by rezoning from Residence 2 (R-2) to South Acton Village (SAV), an area of land shown as parcel 9 on map H-2A of the 2002 Town Atlas, or take any other action relative thereto.

MOTION:

Mr. Shupert moves that the Town adopt the bylaw amendment as set forth in the Article.

ARTICLE 38 *
(Two-thirds vote)

STREET ACCEPTANCE

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 and associated parcels of land 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 DUNN'S WAY SUBDIVISION

STACY'S WAY- from the northerly sideline of Barker Road a distance of 1,467 feet, more or less, in a generally northerly direction to the northerly sideline of a 70.00 foot radius cul-de-sac, including the cul-de-sac and Parcel B-1 (the emergency access and pedestrian way to Main Street), this being the entire road.

, or take any other action relative thereto.

MOTION:

Mr. Ashton moves that the Town accept as public ways the street listed in the Article, as laid out by the Board of Selectmen, according to the plans on file with the Town Clerk, and authorize the Board of Selectmen to take the fee or easements for drainage, utility, or other purposes where shown on said plans or described in the Order of Layout.

ARTICLE 39 *

SIDEWALK EASEMENT – MAIN STREET

(Majority vote)

To see if the Town will vote to accept as a gift from Acton Assisted Living, LLC, a permanent sidewalk easement on Main Street and being shown as “Proposed Sidewalk Easement” on a plan entitled ”Plan of Land in Acton, Massachusetts (Middlesex County), For: Acton Assisted Living, LLC” dated February 11, 2002, and recorded at the Middlesex South District Registry of Deeds, Cambridge, MA as Plan No. 1015 of 2002, and as described more fully in an Easement Deed to the Town of Acton dated July 26, 2002, and recorded at said Registry of Deeds on September 24, 2002, as Instrument No. 280, or take any other action relative thereto.

MOTION:

Mr. Hunter moves that the Town accept the easement as set forth in the Article.

ARTICLE 40 *
(Majority vote)

LAND GIFT – ESTERBROOK ROAD

To see if the Town will vote to accept as a gift from Parcel 1A Esterbrook Road, LLC a parcel of vacant land on Esterbrook Road and shown as Parcel 1A on a plan entitled “Plan of Land in Acton, Massachusetts (Middlesex County)” prepared for Tocci Building Corp. dated January 19, 2001 and recorded at the Middlesex South District Registry of Deeds, Cambridge, MA as Plan No. 91 of 2001, and as more fully described in a deed to the Town of Acton recorded with at said Registry of Deeds on April 3, 2002 as instrument 1319, said parcel is also shown on Map F-4 of the Town Atlas as Parcel 37-5, containing approximately 5.8232 acres, for conservation and recreational purposes; and to see if the Town will also vote to accept as gift from Farm Hill Mall Limited Partnership a permanent access easement to Parcel 1A as shown on a plan entitled “Easement Plan in Acton, Massachusetts (Middlesex County) For Farm Hill Mall Limited Partnership.” dated November 21, 2002 and recorded at the Middlesex South District Registry of Deeds, Cambridge, MA on December 13, 2002 as Instrument No. 1107, and described more fully in an Amended and Restated Grant of Easement to the Town of Acton dated November 26, 2002 and recorded at said Registry of Deeds on December 13, 2002 as Instrument No. 1108, or take any other action relative thereto.

MOTION:

Mrs. Harting-Barrat moves that the Town accept the land as set forth in the Article.

ARTICLE 41 *
(Majority vote)

LAND GIFT – GREAT ROAD

To see if the Town will vote to accept as a gift from Keystone Associates a parcel of vacant land at 310-320 Great Road more fully described in a deed to the Town of Acton dated November 8, 2002 and shown on Map D-4 of the Town Atlas as Parcel 35, containing approximately two (2) acres, for general municipal purposes, or take any other action relative thereto.

MOTION:

Mr. Foster moves that the Town accept the land as set forth in the Article.

ARTICLE 42 *
(Majority vote)

LAND GIFT – RIVER STREET

To see if the Town will vote to accept as a gift from Linda G. and Sally T. Johnson a parcel of vacant land at the corner of River Street and Parker Street and shown as Lot 238A – 2.3917 Acres on a plan entitled “Compiled Plan of Land in Acton, Massachusetts (Middlesex County), For: Woodard & Curran, dated September 14, 1999”, and recorded in the Middlesex South District Registry of Deeds, Cambridge, MA as Plan 393 (Sheet 2 of 2) of 2000, said parcel is also shown on Map H-3 of the Town Atlas as Parcel 238, for conservation purposes, or take any other action relative thereto.

MOTION:

Mr. Hunter moves that the Town authorize the Board of Selectmen to accept the land as set forth in the Article.

ARTICLE 43 *
(Majority vote)

PARKING EASEMENT – MAIN STREET

To see if the Town will vote to accept as a gift from Acton Garage Storage, Inc., a permanent easement for parking purposes at 1009-1015 Main Street and being shown as “Proposed 225’ Recreation Easement” on a plan entitled ”Plan of Land in Acton & Carlisle, Massachusetts (Middlesex County), For: Fenton” dated May 30, 2002, and recorded at the Middlesex South District Registry of Deeds, Cambridge, MA as Plan No. 574 of 2002, and as described more fully in a Grant of Easement to the Town of Acton dated June 4, 2002, and recorded at said Registry of Deeds on June 14, 2002, as Instrument No. 67, or take any other action relative thereto.

MOTION:

Mrs. Harting-Barrat moves that the Town accept the easement as set forth in the Article.

ARTICLE 44 *
(Majority vote)

SIDEWALK EASEMENT – HARRIS STREET VILLAGE

To see if the Town will vote to accept as a gift from Harris Street Village, LLC, a permanent sidewalk easement at the corner of Great Road and Harris Street being shown as “Sidewalk Easement 135 S.F.” on a plan entitled “Harris Street Village, a Major Affordable Housing Development, Acton, Massachusetts (Middlesex County), Lot Layout Plan, For: Northwest Structures, Inc.”, dated August 7, 1998, and recorded at the Middlesex South District Registry of Deeds, Cambridge, MA as Plan No. 810 of 1999, and as described more fully in a Grant of Easement to the Town of Acton dated May 14, 2002, and recorded at said Registry of Deeds on May 22, 2002, as Instrument No. 657, or take any other action relative thereto.

MOTION:

Mrs. Harting-Barrat moves that the Town accept the easement as set forth in the Article.