

**ABSTRACT OF THE SPECIAL TOWN MEETING HELD
MONDAY, JUNE 3, 2013, 7:00 P.M.
ACTON-BOXBOROUGH REGIONAL HIGH SCHOOL AUDITORIUM
NUMBER OF REGISTERED VOTERS ATTENDING TOWN MEETING
JUNE 3, 2013 – 566**

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June 3, 2013

The Moderator, Mr. Mackenzie, called the Special Town Meeting to order on Monday, June 3, 2013, at 7:09 PM.

The Moderator asked a member of the Water District to step up and explain the water bottles donated. Debra Simes explained that the Acton Water District along with Green Acton worked with the Town Clerk to encourage the town officials to use these at all our meetings.

Mr. Mackenzie gave an overview of the process of Special Town Meeting. He then explained some basic rules and parliamentary procedure of the Town Meeting as found in the back of the warrant. He also explained that there will be a secret ballot vote at this meeting. The process of the vote will be explained in detail by Mr. Charlie Kadlec, Head Teller, when we get ready to vote.

Mr. Mackenzie thanked Mr. Kadlec along with the other tellers for all their work and effort in the preparation of the voting process. In addition, he thanked the Town Clerk, Eva Szkaradek for the tremendous amount of time preparing for this Town Meeting.

The Moderator explained the Pro and Con microphones, time frame and process for all speakers, presenters and questions.

ARTICLE 1 AMENDMENTS TO REGIONAL SCHOOL AGREEMENT
(Majority vote, by Ballot)

To see if the Town will vote by ballot, consistent with the terms of Section 7 of the existing “Agreement for a Regional School District for the Towns of Acton and Boxborough, Massachusetts,” to accept the amendments to said Agreement which have been initiated and approved by a majority of the members of the Regional School Committee, substantially in the form set forth below, with such further amendments as may be required by the Commissioner of Elementary and Secondary Education, approved by a majority of the members of the Regional School Committee and submitted to the Board of Selectmen of each member town prior to its vote on this article; provided, however, that all such amendments shall take effect only if: (a) said amendments have been approved by the Commissioner of Elementary and Secondary Education, and (b) said amendments have been accepted by a majority of the voters present and voting in the Acton Town Meeting and separately in the Boxborough Town Meeting, or to take any other action relative thereto.

4/29/13
(With Appendix A)

AGREEMENT
FOR A REGIONAL SCHOOL DISTRICT
FOR THE TOWNS OF
ACTON AND BOXBOROUGH, MASSACHUSETTS

(As revised effective _____, 2013)

(As approved March 21, 1955 and
As Amended on: October 10, 1955
October 1, 1956
March 9, 1959
December 27, 1973 and
October 5, 1998)

Certificate of the Secretary

I, the undersigned Secretary of Acton-Boxborough Regional School District having custody of its official records, hereby certify that this document represents the Agreement for a Regional School District for the Towns of Acton and Boxborough, Massachusetts as amended to date.

Witness my hand and the official seal of said Acton-Boxborough Regional School District this
____ day of _____, 2013.

Secretary as aforesaid

Acton-Boxborough Regional School District

AGREEMENT

This Agreement is intended to establish a pre-school through grade 12 regional school district for the Towns of Acton and Boxborough, in the Commonwealth of Massachusetts, hereinafter referred to as member towns.

SECTION 1. MEMBERSHIP OF THE REGIONAL DISTRICT COMMITTEE

- A. The Regional District School Committee, hereinafter referred to as the "Committee," or "the Regional School Committee," shall consist of eleven (11) members, seven (7) residing in the Town of Acton and four (4) residing in the Town of Boxborough. The weight of voting is as established in paragraph G below.
- B. At the annual town elections in 2014, in addition to electing two members of the Regional School Committee consistent with the Regional Agreement which is expiring on June 30, 2014, the Town of Acton, in order to achieve the configuration of Committee members established in paragraph A of this Section, will also elect a third member, whose term of office will begin on July 1, 2014. At the annual town elections in 2014, in addition to electing one member of the Regional School Committee consistent with the Regional Agreement which is expiring on June 30, 2014, the Town of Boxborough, in order to achieve the configuration of Committee members established in paragraph A of this Section, will also elect a second member, whose term of office will begin on July 1, 2014.
- C. At the annual town elections beginning in 2015, the Town of Acton shall elect two (2) or three (3) members of the Committee from the Town of Acton (whichever number is necessary to complete Acton's complement of seven committee members), and the Town of Boxborough shall elect one (1) or two (2) member(s) of the Committee from the Town of Boxborough (whichever number is necessary to complete Boxborough's complement of four committee members). Each member so elected shall serve for a term of three (3) years or until a successor is elected and qualified.
- D. No fewer than four (4) members from Acton and no fewer than two (2) members from Boxborough must be present in order to constitute a quorum for the transaction of business.
- E. The Committee shall have all the powers and duties conferred and imposed upon school committees by Massachusetts General Law and conferred and imposed upon it by this Agreement and any special laws.

- F. At the first regular meeting of the Committee following the latest town election to be held in each year, the Committee shall organize by choosing a Chairman from its own members, and by appointing a Secretary and a Treasurer who may be the same person, but who need not be members of the Committee. The Committee shall define the duties of all officers. The Committee shall appoint such other officers and agents as it deems advisable.
- G. On all matters coming before the Committee, each member from Boxborough shall cast one vote and each member from Acton shall cast 2.5 votes. This weighted voting will be re-examined every ten (10) years, after the publication of the new federal census data to verify that the weighted voting is within DESE standards.

SECTION 2. TYPE OF REGIONAL DISTRICT SCHOOL

- A. The Regional School District shall consist of school grades pre-school through twelve, inclusive.
- B. The Committee may establish and maintain state-aided vocational education, in accordance with the provisions of Chapter 74 of the General Laws, and acts amendatory thereto or dependent thereon by amendment to this agreement.

SECTION 3. SCHOOL ATTENDANCE

- A. Residents of the member towns may attend the Regional District Schools under the same regulations as would apply to a local school system.
- B. Students residing outside the District may attend the Regional District Schools upon approval of the Committee and payment of tuition established in the manner provided by law.
- C. Students wishing to attend vocational schools may do so in the manner provided by law.
- D. During the period July 1, 2014 to June 30, 2019, pre-school to grade 6 students who reside in Acton will have first option for attending an elementary school in Acton while pre-school through grade 6 students who reside in Boxborough will have first option for attending an elementary school in Boxborough. Exceptions to this may be made for special education purposes or for other reasons which the Superintendent finds compelling. As of July 1, 2019, the “first option” described in the preceding two sentences will continue unless the option is altered by the Regional School Committee. In any event, any student who began his or her attendance in a particular elementary school, as well as any younger siblings of that student, will be given a preference in terms of continuing to attend at that school.

SECTION 4. LOCATION OF THE REGIONAL DISTRICT SCHOOLS

- A. The Regional District's schools shall be located in the towns of Acton and Boxborough. Each community will be guaranteed at least one school within its borders.
- B. Effective July 1, 2014, the Town of Acton and the Town of Boxborough will sell and convey to the District for the sum of one dollar each, ownership of the elementary school buildings, and the property on which said buildings are located, that are then currently in existence. Said conveyance of these school properties shall be contingent upon the execution of intermunicipal agreements between Acton and the District and between Boxborough and the District which will resolve any outstanding title issues associated with the properties, allocate responsibility for any pre-existing condition of or debt service associated with the properties or buildings, address any pre-existing leases of any portions of the properties or buildings, reserve and ensure continued town uses as defined in those agreements, and otherwise ensure that any issues of mutual concern to each Town and the District regarding these properties are satisfactorily addressed in those agreements. At any time in the future, if the Regional School Committee votes that any of the Region's buildings and properties that are owned by the Region is/are no longer needed by the Region for school-related purposes, the ownership of said building and property shall be sold and conveyed to the Town in which it is located for the sum of one dollar.

SECTION 5. APPORTIONMENT AND PAYMENT OF COSTS INCURRED BY THE DISTRICT

- A. The construction, capital, operating, and transportation costs of the District and payments of principal and interest on its bonds, notes and other obligations, net of Federal and/or State financial aid and any other income received by the District, shall be apportioned annually between Acton and Boxborough as set out in subsections B and C below.
- B. Providing such is not contrary to applicable law, each member town's share of capital, operating and transportation costs for each fiscal year shall be determined by computing, to the nearest 1/100 of 1%, the ratio which the sum of its pupil enrollments in the Regional School District on October 1 of the three years next preceding the start of such fiscal year bears to the sum of the pupil enrollments in the Regional School District of all member towns on October 1 of the same three years. These ratios shall be known as the base percentages.
- C. Providing such is not contrary to applicable law, Boxborough's share of construction costs incurred prior to July 1, 2014 which are attributable to the Region's grade 7-12 facilities for each fiscal year shall be its base percentage minus five percentage points. This five percentage point "discount" will not be applied to construction costs incurred after July 1, 2014, which are attributable to the Region's grade 7-12 facilities. Acton shall pay the remainder of such construction costs attributable to the

Region's grade 7-12 facilities. Each town's respective share of the construction costs attributable to the Region's Pre K through grade 6 facilities will be computed using the same criteria as applied to operating costs.

- D. Because of considerations discussed and agreed to at the time of the expansion of the District from a grade 7 to 12 region to a pre-K to 12 region, the transitional rules appearing in Appendix A regarding the apportionment of costs to the member towns for fiscal years 2015 through 2021 will apply. Appendix A is incorporated herein by reference.
- E. In the event that some provision of applicable law requires some different apportionment of the costs of construction or capital or operating the District than is provided in this section of the Agreement, then insofar as is practical and allowed by the applicable law, in good faith the member towns shall apportion those costs, the division of which is not otherwise controlled by the applicable law, so as to exactly or as nearly as practical achieve the same overall apportionment of total costs in each fiscal year as would otherwise have been achieved by the formulas specified in Section 5, subsections Band Cabove.
- F. In the event that (an) additional town(s) is (are) admitted into the Region under the provisions of Section 7, the formulas in Section 5 will be renegotiated.

SECTION 6. AMENDMENTS

- A. This agreement may be amended from time to time in the manner hereinafter provided, but no such amendment shall be made which shall materially or adversely affect the rights of the holders of any bonds or notes or other indebtedness of the District then outstanding, or the rights of the District to procure the means for payment thereof, provided that nothing in this section shall prevent the admission of a new town or towns to the District. A proposal for amendment may be initiated by a single petition bearing the signatures of at least 200 registered voters of the District or by a majority of the members of the Committee.
- B. Said petition shall also contain, at the end thereof, a certification by the town clerks of the respective member towns as to the number of signatures on the petition which appear to be names of registered voters from that town; such certification to be prima facie evidence thereof. Any such proposal for amendment shall be presented to the secretary of the Committee who shall mail or deliver a notice in writing to the Board of Selectmen of each of the member towns that a proposal to amend this agreement has been received and shall enclose a copy of such proposal (without the signatures in the case of a proposal by petition). The selectmen in each member town shall include, in the warrant for the next annual or a special town meeting called for the purpose, an article stating the proposal or the substance thereof. Such amendment shall take effect upon its acceptance by a majority of voters present and voting in each of the member

towns. Said vote shall be by ballot.

- C. Recognizing that over time circumstances often change, and intending that this Agreement should continue to serve the best interests of the member Towns, the School Committee should, at five year intervals, review the need to establish an ad hoc study group composed of knowledgeable persons to study this Agreement and report to the Committee as to whether or not any changes to this Agreement might be beneficial, in light of the then prevailing conditions. The Committee shall give any such ad hoc study group's report due consideration, but may exercise its discretion as to whether or not it will implement any of the group's recommendations.

SECTION 7. ADMISSION OF ADDITIONAL TOWNS

- A. By an amendment of this agreement adopted under and in accordance with Section 6 above, any other town or towns may be admitted to the Regional School District upon adoption as therein provided of such amendment and upon acceptance by the town or towns seeking admission of the agreement as so amended and also upon compliance with such provisions of law as may be applicable and such terms as may be set forth in such amendment.
- B. Upon admission of such town or towns, the total construction costs plus the cost of any subsequent capital acquisitions and improvements, reduced by an appropriate depreciation allowance, shall be reapportioned to all towns in the District including the newly admitted town (or towns) in a reasonable manner. The newly admitted town shall then assume liability of its entire share of the cost to be paid to the District over the remaining term of any funded debt issued to pay such construction costs or subsequent capital acquisitions or improvements. If no such funded debt exists, the newly admitted town (or towns) shall finance its share independently of the District and pay the same directly to each member town according to the proportion such towns had originally paid to the District.

SECTION 8. WITHDRAWAL OF MEMBER TOWNS

Any member town may petition to withdraw from the Regional School District under terms stipulated in Section 6 of this agreement provided (1) that the town seeking to withdraw has paid over to the Regional School District any operating costs and non-debt financed capital or construction costs for which it became liable as a member of the District, and (2) that said town shall remain liable to the District for its share of the indebtedness of the District, other than temporary indebtedness incurred in anticipation of revenue, outstanding at the time of such withdrawal, and for interest thereon, to the same extent and in the same manner as though the town had not withdrawn from the District, except that such liability shall be reduced by any amount which such town has paid over at the time of withdrawal and which has been applied to the payment of such

indebtedness and interest or which has been deposited for the purpose as provided in the second paragraph below.

Said petitioning town shall cease to be a member town if the proposed amendment is accepted by the petitioning town and each of the other member towns by a two-thirds (2/3) majority vote at an annual or special town meeting.

Money received by the District from a withdrawing town for payment of funded indebtedness and interest thereon shall be used for only such purpose and until so used shall be deposited in trust in the name of the District with a Massachusetts bank or trust company.

SECTION 9. NOTICE OF DEBT AUTHORIZATION

Notice of any debt authorization shall be given to the member towns in accordance with the applicable law, or within ten days of the relevant vote of the Committee, whichever is less. Thereinafter, notwithstanding any provision of applicable law, as has been the Region's practice for many years, such debt shall not actually be incurred until the amount of the proposed debt has been specifically approved by a two-thirds vote at the next annual or special town meeting in each member town.

SECTION 10. BUDGET

- A. The Committee should annually, at least 20 days prior to the date on which the final budget is adopted, prepare a preliminary budget. A preliminary budget shall include the amounts necessary to be raised to maintain and operate the Regional District Schools during the ensuing fiscal period, and include the amount required for payment of debt and interest incurred by the District which will be due in said fiscal period. All non-recurring expenditures shall be itemized. This preliminary budget shall be itemized in such further detail as the Committee may deem advisable. From the total of said budget there shall be deducted any surplus receipts for the preceding fiscal period over the costs and expenses for that fiscal period, excepting those receipts which were reserved for that fiscal period. The preliminary budget shall be approved by a majority of the members of the Committee from each member town.
- B. Copies of said preliminary budget shall be prepared by the Committee, and promptly made available to the Finance Committee of each member town.
- C. The Committee shall hold a budget hearing annually. Thereafter, the Committee shall adopt a final budget not later than forty-five days prior to the earliest date on which the business session of the annual town meeting of any member town is to be held, but in no event later than March 31 (provided that said budget need not be adopted earlier than February 1). The final budget shall be adopted pursuant to applicable provisions of law.
- D. Within ten days, or such lesser period as provided by law from the date on

which the final annual budget is adopted by the Committee, the Treasurer of the Committee shall certify to the Treasurer of each member town and inform the Chairmen of the Board of Selectmen and the Finance Committee of each member town of its share of the budget to become due in the ensuing fiscal period, as well as any other information required by law.

- E. Each member town shall seasonably bring the Committee's final budget before an annual or special town meeting and thereafter pay its proportionate share of the annual construction, capital and operating costs to the Regional School District in equal monthly amounts and on the fifteenth of each month, unless the District Treasurer, after due consultation with the member Towns' Treasurers, determines that there is good cause to select a different day of the month for any particular fiscal year. If either Acton or Boxborough should fail to approve any Regional budget submitted to its respective meetings, any further proceedings will be as provided by law.

SECTION 11. ANNUAL REPORT

The Committee shall on or before October 1 of each year submit an annual report to each of the member towns, containing a detailed financial statement, and a statement showing the method of computing the annual charges assessed against each town, together with such additional information relating to the operation and maintenance of the regional school as may be deemed necessary by the Committee or by the selectmen of any member town, and each member town shall include said report in its annual report.

SECTION 12. TRANSITION PERIOD

- A. Until July 1, 2014, the Acton School Committee and the Boxborough School Committee will continue to oversee and operate the pre-school through grade 6 programs in Acton and Boxborough, respectively, subject to the restrictions spoken to in paragraph D below, and until said date the Acton-Boxborough Regional School Committee will continue to oversee and operate the grades 7-12 programs for the two towns.
- B. Upon the acceptance of this Agreement by the Town Meetings in Acton and Boxborough and the approval of this Agreement by the Commissioner of Education, the Acton-Boxborough Regional School Committee, in addition to its duties to oversee and operate the then existing grade 7 through grade 12 regional school district, shall also become a "transitional school committee," consistent with 603 CMR 41.03(5) with respect to the expanded pre-school through grade 12 region. This transition period will extend from the date of acceptance by the two Town Meetings and the approval by the Commissioner until June 30, 2014. During this transition period, the same criteria regarding quorum, weight of voting, and the service of officers will apply to the Transitional School Committee as apply to the then-current Acton-Boxborough Regional School Committee.

- C. During the transition period, the Regional School Committee, acting as the Transitional School Committee, shall possess all powers, subject to the availability of funds necessary for the exercise of such powers, necessary for the planning and implementation of the expanded regional school district, including but not limited to the following:
1. The power to receive funds from the Commonwealth as well as appropriations, grants, and gifts from other sources. This is not intended to alter the fact that during the transition period other funds from the Commonwealth will continue to flow to the member towns and their individual school departments.
 2. The power to establish and adopt policies for the expanded regional school district.
 3. The power to employ a superintendent, treasurer, chief financial officer, school physician, and director of Special Education, as well as the power to authorize the superintendent to employ other personnel as needed.
 4. The power to contract for and/or purchase goods and services, as well as the power to enter into leases and other agreements with the member towns, collaboratives, vendors, and other agencies and parties, with all the powers being able to be exercised on behalf of the expanded regional school district.
 5. The power to adopt budgets for the expanded regional school district, and to assess the member towns for these budgets.
 6. The power to negotiate and to enter into collective bargaining agreements, which will take effect no sooner than the inception of the expanded regional school district.
 7. The power to develop and adopt a strategic plan for the expanded regional school district.
 8. The power to appoint subcommittees.
- D. During the transition period, the local school committees of the member towns and the Regional School Committee when not acting as the Transitional School Committee may not make decisions that will financially obligate or legally encumber the expanded regional school district without ratification by majority vote of the Regional School Committee acting as the Transitional School Committee. In addition, the local school committees shall comply with the following during the transition period:

1. No construction of new schools will be undertaken and no building closures will occur unless ratified by majority vote of the Regional School Committee acting as the Transitional School Committee.
2. Program offerings will remain substantially the same.
3. No school choice openings will be filled to take effect after June 30, 2014 except with the approval by majority vote of the Regional School Committee acting as the Transitional School Committee.
4. The school administration of the local school districts shall cooperate with the Regional Administration in terms of information sharing and in terms of the transfer control during the transition period.
5. During the period July 1, 2013 to June 30, 2014, the Regional School Committee will assume responsibility for the transportation of the regular education students (i.e., not the special education students or the vocational students) who reside in Acton and Boxborough and who are enrolled in the Acton or Boxborough Public Schools. During 2013-2014 the Acton School Committee and the Boxborough School Committee will authorize the payment to the Regional School Committee of an amount equal to the cost of said transportation for their respective regular education students.

This agreement shall take effect on July 1, 2014 and shall continue in effect from year to year thereafter, unless amended or terminated consistent with the terms of this Agreement and with the General Laws and state regulations.

IN WITNESS WHEREOF, this agreement has been approved and accepted as of the ____ day of _____, 2013.

I hereby certify that the above Regional Agreement was approved by vote of the Town of Acton held on _____, 2013

By _____
Town Clerk, Acton

I hereby certify that the above Regional Agreement as approved by vote of the Town of Boxborough held on _____, 2013

By _____
Town Clerk, Boxborough

APPENDIX A

1. The figure of \$1,873,119 has been established as the “projected benefits” that will be used as a factor in the calculations which will be made under the following paragraphs of this Appendix A.
2. The following projected “base budgets” have been established for Acton and for Boxborough for fiscal year 2015 (i.e., July 1, 2014 to June 30, 2015) through fiscal year 2019 (i.e., July 1, 2018 to June 30, 2019):

FY’15: Acton, \$51,788,675; Boxborough, \$11,097,136
FY’16: Acton, \$53,398,447; Boxborough, \$11,134,949
FY’17: Acton, \$55,056,859; Boxborough, \$11,308,113
FY’18: Acton, \$56,675,977; Boxborough, \$11,426,890
FY’19: Acton, \$58,148,708; Boxborough, \$11,521,994

3. For fiscal year 2015 through fiscal year 2019, the following “percentage shares” of the projected benefits will be used for purposes of the calculations which will be made under the following paragraphs of this Appendix:

FY’15: Acton, 80%; Boxborough 20%
FY’16: Acton, 87.5%; Boxborough 12.5%
FY’17: Acton, 90%; Boxborough 10%
FY’18: Acton, 82.5%; Boxborough 17.5%
FY’19: Acton, 60%; Boxborough 40%

4. In order to establish the assessments for fiscal year 2015 through fiscal year 2019, the following multi-step process will be followed:
 - a. The percentage share (see paragraph 3 above) of the projected benefits for the respective town and for the respective fiscal year will be multiplied by the projected benefit figure of \$1,873,119, yielding an “allocated benefits figure” for each of the two towns for that particular fiscal year. For example, for FY’15, Acton’s allocated benefit figure will be \$1,498,495 (i.e., 80% x \$1,873,119), while Boxborough’s allocated benefit figure will be \$374,624 (i.e., 20% x \$1,873,119).
 - b. The base budget for each of the two towns for the respective fiscal year (see paragraph 2 above) will be reduced by the allocated benefits figure for that year and for that town. For example, for FY’15, Acton’s base budget of \$51,788,675 will be reduced by \$1,498,495, yielding a recalculated base budget figure of \$50,290,179. Similarly, for FY’15, Boxborough’s base budget of \$11,097,136 will be reduced by \$374,624, yielding a recalculated base budget figure of \$10,722,512.
 - c. The recalculated base budget figures for each of the two towns resulting from

paragraph 4,b above will be added together, and the respective percentage that each town's base budget figure bears to that total sum will be calculated. For example, for FY'15, the sum of the recalculated base budget figures is \$61,012,691, of which Acton's recalculated base budget figure (i.e., \$50,290,179) represents 82.43%, while Boxborough's recalculated base budget figure (i.e., \$10,722,512) represents 17.57%.

- d. The percentage shares calculated under paragraph 4,c above (which, for example, in FY'15 would be 82.43% for Acton and 17.57% for Boxborough) will then be compared to the percentage shares that would result from the apportionment criteria that appear in Section 5, subsections B and C of this Agreement, and the respective differences in those shares will be identified. These respective differences will then be used to lower the actual assessment of the town by that percentage amount if the percentage share calculated under paragraph 4,c is lower than the percentage share that would result under subsections B and C, or to raise the town's actual assessment if the converse is true. If, for example, Acton would have an assessment percentage of 83.92% for FY'15 using the apportionment criteria that appear in subsections B and C, this percentage would be 1.53% higher than the percentage identified for Acton under paragraph 4,c above. Conversely, if Boxborough would have an assessment percentage of 16.08% for FY'15 using the apportionment criteria that appear in subsections B and C, this percentage would be 1.53% lower than the percentage identified for Boxborough under paragraph 4,c above. Under this example, Acton's actual assessment percentage for FY'15 will be lowered by 1.53% to 82.39% and Boxborough's actual assessment percentage will be raised by 1.53% to 17.61%, as compared to the assessments that would occur using the apportionment criteria that appear in subsections B and C.
- e. During each of the years from fiscal year 2015 to fiscal year 2019, the Region's administration will report to the Regional School Committee and to the Finance Committee and the Board of Selectmen of each member town the per pupil costs of each elementary school. The purpose of this reporting will be to incentivize the convergence of per pupil costs at each elementary school. This reporting shall be made as part of the Annual Report described in Section 11.
- f. For fiscal year 2020 Acton will be assessed \$425,000 less, and Boxborough will be assessed \$425,000 more, than would result from the apportionment criteria that appear in subsections B and C. For fiscal year 2021 Acton will be assessed \$25,000 less, and Boxborough will be assessed \$25,000 more, than would result from the apportionment criteria that appear in subsections B and C.
- g. Once the fiscal years addressed by the transitional rules established in this Appendix A have elapsed, the assessment language otherwise appearing in Section 5 of the Agreement will control.

MOTION: Mr. Bruce moves that the Town accept the amendments to the Regional School Agreement consistent with the Article in the handout which includes the Agreement dated 5-31-13.

MOTION CARRIES

Ballot count: Yes: 349 No: 194 Total: 543

MOTION: Ms. Adachi moves that the Town take up the six articles in the Consent Calendar. Articles 5, 6, 7, 8, 11, and 12.

Held Article 7

REMAINING CONSENT MOTION CARRIES UNANIMOUSLY

ARTICLE 2 AMEND TOWN CHARTER – SCHOOL COMMITTEES
(Two-thirds vote)

To see if the Town will vote, pursuant to Section 8-3(b) of the Town’s Charter, to amend Section 2-1 of the Charter (“Elected Officials”) to delete the phrase “Local/Regional School Committees” and replace it with the phrase “Regional School Committee,” and to change the number of members of the Regional School Committee from 6 to 7; provided, however, that said Charter amendment shall not take effect until July 1, 2014, and provided further that said Charter amendment shall take effect on that date only if: (a) Acton’s voters have approved this Charter amendment pursuant to Section 8-3(c) of the Charter, and (b) the Amended Regional School District Agreement that is the subject of Article 1 on the Warrant for this Town Meeting has been (i) accepted by the Acton and Boxborough Town Meetings, and (ii) approved by the Commissioner of Education, or take any other action relative thereto.

MOTION: Mr. Bruce moves that the Town adopt the Charter amendments as set forth in the Article.

MOTION CARRIES UNANIMOUSLY

ARTICLE 3 TERMINATE OFFICE OF LOCAL SCHOOL COMMITTEE
(Majority vote)

To see if the Town will vote, consistent with Massachusetts General Laws, Chapter 41, Section 2, to confirm that in the event that the amendments to the Acton-Boxborough Regional School District Agreement appearing on the warrants for the June 3, 2013 Acton and Boxborough Special Town Meetings are (i) accepted by the Acton and Boxborough Town Meetings, and (ii) approved by the Commissioner of Education, then on July 1, 2014, the date that the Acton-Boxborough Regional School District Committee assumes the duty and responsibility in both towns for oversight and operation of preschool through grade 12, the office of Acton School Committee shall terminate, or take any other action relative thereto.

MOTION: Mr. Bruce moves in the words of the Article.

MOTION CARRIES UNANIMOUSLY

ARTICLE 4 **COMMUNITY PRESERVATION PROGRAM –**
(Two-thirds vote) **OPEN SPACE ACQUISITION**

To see if the Town will vote to:

(a) authorize the Board of Selectmen to (i) exercise the Town's first refusal option under M.G.L. c. 61, § 8, (ii) acquire by purchase, gift, eminent domain or otherwise, on such terms and conditions as the Selectmen may determine, and (iii) accept a deed of fee simple interest in a portion of the real property depicted on Assessors' Map D-3 as Parcel 10, consisting of approximately 20.68 ± acres of open space for conservation purposes under M.G.L. c. 44B, the Community Preservation Act;

(b) appropriate the acquisition price and all necessary and appropriate transaction costs for said acquisition including, without limitation, costs for due diligence, legal services, bonding, conservation restriction, stewardship endowment, and other transaction, acquisition and related costs;

(c) transfer, appropriate and expend, pursuant to the favorable recommendation of the Community Preservation Committee from the existing Open Space Set Aside portion of the Community Preservation Fund balance an amount not to exceed \$1,060,000 for the acquisition, consistent with this article, of the real property described in paragraph (a) of this article;

(d) transfer, appropriate and expend, pursuant to the favorable recommendation of the Community Preservation Committee from the existing Community Preservation Fund balance an amount not to exceed \$50,000 for all other costs related to the acquisition of the aforesaid real property, consistent with paragraph (b) of this article;

(e) raise, appropriate, transfer from available funds or accept gifts and grants of such additional funds as are necessary to accomplish the purposes of this article;

(f) authorize the Selectmen and the Conservation Commission to submit on behalf of the town any and all applications deemed necessary for grants and/or reimbursements from the Commonwealth of Massachusetts, or the United States, under the Self-Help Act (M.G.L. Chapter 132A § 11) and/or any other state or federal programs including those in aid of conservation land acquisition, and to transfer, appropriate and expend any said amount so received consistent with this article;

(g) authorize and direct the Board of Selectmen to impose a perpetual Conservation Restriction on the open space so acquired, in accordance with M.G.L. c. 44B, § 12(a) and M.G.L. c. 184, §§ 31-33, on such terms and conditions as the Selectmen may determine (the "Conservation Land");

(h) authorize and direct the Board of Selectmen in accordance with M.G.L. c. 44B, § 12(b), to delegate the management of the Conservation Land to the Conservation Commission subject to the perpetual Conservation Restriction as aforesaid; and

(i) authorize the Board of Selectmen, the Town Manager, the Treasurer, and the Conservation Commission, as appropriate, to enter into all agreements and execute any and all instruments as may be necessary to effect this article;

or take any other action relative thereto.

MOTION: Mr. Bourdon moves that the Town authorize the exercise of the first refusal option; the acquisition, restriction, and delegation of the real property; the appropriation and expenditure of \$1,370,000 toward the acquisition price and associated transaction costs; and all other measures set forth in the Article; and to raise this amount:

\$1,060,000 be transferred from the Community Preservation Fund Open Space Set-Aside Fund Balance;

\$ 50,000 be transferred from the Community Preservation Fund Balance; and

\$ 260,000 be transferred from Free Cash.

MOTION CARRIES UNANIMOUSLY

**ARTICLE 5 * FUND COLLECTIVE BARGAINING AGREEMENT
FIRE (FY14-FY16)**

(Majority vote)

To see if the Town will vote to raise and appropriate, transfer and/or appropriate from available funds and/or ambulance enterprise funds a sum of money necessary to fund the cost items contained in Collective Bargaining Agreement(s) between the Town and its fire department personnel union as filed with the Town Clerk, and to adjust the Ambulance Enterprise FY14 Budgeted Revenue, Budgeted Expense and Estimated Fund Balance as voted under Article 6 of the 2013 Annual Town Meeting to account for the allocated ambulance enterprise fund portion thereof, or take any other action relative thereto.

MOTION: Ms. Adachi moves that the Town appropriate \$48,382 to fund the first-year cost items contained in the fiscal year 2014 through 2016 Collective Bargaining Agreement between the Town and the Acton Permanent Firefighters, Local #1904, International Association of Firefighters, AFL-CIO, and to raise such amount, transfer \$38,706 from the fiscal year 2014 Town Operating Budget and transfer \$9,676 from Ambulance Enterprise Fund retained earnings.

CONSENT MOTION CARRIES UNANIMOUSLY

**ARTICLE 6 * AMEND TOWN BYLAWS – ICE CREAM TRUCK PERMITTING
FEE**

(Majority vote)

To see if the Town will vote to amend Chapter D of the General Bylaws to add the following new section D15:

D15. Fee for Permitting of Ice Cream Truck Vendors

Pursuant to M.G.L. c. 6, § 172B½ and 520 CMR 15.00, the application fee for the issuance or renewal of a permit to engage in Ice Cream Truck Vending as defined in 520 CMR 15.02 shall be \$100, or such larger amount as from time-to-time the Permitting Authority may determine and the Board of Selectmen may approve, to cover the Permitting Authority's costs for conducting the requisite criminal background check pursuant to 520 CMR 15.05(1)(b) and (2)(b), conducting the investigation into the criminal history of the permit applicant to determine eligibility pursuant to M.G.L. c. 6, § 172B½ and 520 CMR 15.05(3)(b), and otherwise administering the ice cream truck vendor permit application review.

Or take any other action relative thereto.

MOTION: Ms. Adachi moves that the Town adopt the general bylaw amendments as set forth in the Article.

CONSENT MOTION CARRIES UNANIMOUSLY

ARTICLE 7 * EXTENSION OF QUARRY ROAD AS A PUBLIC WAY
(Two-thirds vote)

To see if the Town will vote to accept as a public way an extension of Quarry Road forty (40) feet in width from the present northerly end of the public way a distance of 420 feet, more or less, in a generally northerly direction, as laid out by the Board of Selectmen according to plans on file with the Town Clerk; to authorize the Board of Selectmen to acquire by purchase, gift, eminent domain or otherwise the fee or other interest in the land within the layout, including the taking or acceptance of easements for roadway, drainage or other purposes where shown on said plans or described in said order of layout; and to authorize the Selectmen to petition the General Court for an Act pursuant to Article 97 of the Amendments to the Massachusetts Constitution, in a form acceptable to the Selectmen and Town Counsel, as and to the extent necessary to, and to transfer the land within said layout from its current use as a private way and/or as a portion of the Town Forest to the use as the extension of Quarry Road, or take any other action relative thereto.

MOTION: Mr. Sonner moves that the Town accept as a public way the extension of Quarry Road, authorize the Article 97 Home Rule petition, and authorize the acquisition, transfer or taking of the fee in the roadway layout and associated easement interests, all as described in the article.

Held from consent

MOTION CARRIES UNANIMOUSLY

ARTICLE 8 * RELOCATION OF KENNEDY RIGHT-OF-WAY FROM
(Two-thirds vote) **NARA PARK TO OTHER TOWN-OWNED LAND**

To see if the Town will vote:

1. To authorize the Board of Selectmen, on such terms and conditions as the Selectmen may determine, to take all actions necessary to relocate an existing right of way (the "Existing Right-of-Way") from land of the Town of Acton known as NARA Park (Parcel 18 on Town Atlas Map C-5) to a portion of other land of the Town of Acton shown as Parcels 30-1 and 34 on Town Atlas Map B-5 (the "Proposed Right-of-Way"), including, without limitation, (a) to acquire by purchase, gift, eminent domain, or otherwise all right, title and interest in and to, and to extinguish, the Existing Right-of-Way; and (b) to convey an easement for the Proposed Right-of-Way in a location, having a width (not to exceed 60'), and having a scope all to be determined by the Selectmen, running from Parcel 30 on Town Atlas Map B-5, over, across, under and along a portion of said Parcels 30-1 and 34, to and along Quarry Road;

2. To transfer the easement area for the Proposed Right-of-Way, as and to the extent necessary, from Town Forest and/or general municipal use under the care, custody and control of the Selectmen, to the Selectmen for purposes of conveyance of said easement for the Proposed Right-of-Way; and
3. To authorize the Board of Selectmen to petition the General Court for an Act pursuant to Article 97 of the Amendments to the Massachusetts Constitution, in a form acceptable to the Selectmen and Town Counsel, as and to the extent necessary to authorize the use and disposal of the easement area for the Proposed Right-of-Way.

The Existing Right-of-Way was excepted from the Order of Taking dated December 29, 1975, recorded in the Middlesex South District Registry of Deeds (“Registry”) at Book 12918, Page 397, and is shown on Sheet No. 4 of 6 of a plan entitled “Plan of Land in Acton, Massachusetts, owned by the Kennedy Land Corporation,” dated March 3, 1975, revised December 5, 1975, drawn by the Town of Acton Engineering Department and recorded with the Registry as Plan No. 1371 of 1975 at the end of Book 12912. See also confirmatory deed from Kennedy Land Corporation to the Town of Acton dated January 28, 1976, recorded in the Registry at Book 12940, Page 132. The Existing Right-of-Way (to be extinguished) and the approximate location of the Proposed Right-of-Way (to be conveyed) are shown on a plan entitled “Easement Relocation Plan of Land in Acton, Massachusetts,” dated May 15, 2013, drawn by the Town of Acton Engineering Department, on file with the Town Clerk.

Or take any other action relative thereto.

MOTION: Ms. Adachi moves that the Town (a) authorize the Selectmen to take all actions necessary to acquire and extinguish the Existing Right-of-Way and convey an easement for the Proposed Right-of-Way, (b) authorize the transfer of the easement area for the Proposed Right-of-Way, and (c) authorize the Article 97 Home Rule petition, all as set forth in the Article.

CONSENT MOTION CARRIES UNANIMOUSLY

**ARTICLE 9 # AMEND ZONING BYLAW – ESTABLISH TEMPORARY
(Two-thirds vote) MORATORIUM ON NEW CONSTRUCTION IN VILLAGE
RESIDENTIAL DISTRICT**

To see if the Town will vote to amend the Zoning Bylaw by inserting a new Section 3.12 as follows:

3.12 Temporary Moratorium on New Construction in the Village Residential District

3.12.1 Purpose and Justification – The purpose of the temporary moratorium is to afford sufficient time (1) for the Planning Board and the Historic District Commission to examine the appropriateness of the Village Residential zoning requirements in the Village Residential District in relation to the existing land area, BUILDINGS AND STRUCTURES in the Village Residential District and in the West Acton Historic District, and to recommend changes to Village Residential zoning requirements, including without limitation, establishment of a new zoning district and/or new overlay district, minimum lot area, minimum lot frontage, minimum lot width, minimum yard setbacks, and minimum open space, which preserve, support and enhance patterns of development and open space in the Village Residential District strongly compatible with the historically significant resources and character existing in the portion of the

Village Residential District which includes the West Acton Historic District, and (2) for the Town to promulgate revised Village Residential zoning requirements to protect the irreplaceable and historically significant resources and character of the Village Residential District and its contextual relationship within and to the West Acton Historic District.

3.12.2 Temporary Moratorium Provision – For the duration of this Temporary Moratorium, there shall be no construction of new BUILDINGS or STRUCTURES in the Village Residential District.

3.12.3 Temporary Moratorium Expiration - Unless extended, continued or modified by a subsequent action of Town Meeting, the provisions of this Temporary Moratorium shall expire upon either of the first to occur of: (a) the adoption by Town Meeting of an amendment to this Bylaw that explicitly rescinds or replaces this moratorium, and the approval of any such amendment by the Massachusetts Attorney General, or (b) July 1, 2014.

, or take any other action relative thereto.

MOTION: Mr. Kutil moves to take no action.

**MOTION CARRIES
DECLARED 2/3 BY MODERATOR**

Town of Acton has excepted MGL CH 39 Sec 15 at its Annual Town Meeting April 2001,
Article 43 and the amended Bylaw 5A was approved by the Attorney General on Aug. 6, 2001.
(The Town Meeting Moderator is not required to count a 2/3 required vote.)

**ARTICLE 10 AMEND ZONING BYLAW – TWO-FAMILY DWELLINGS IN
(Two-thirds vote) THE VILLAGE RESIDENTIAL (VR) DISTRICT**

To see if the Town will vote to amend the Zoning Bylaw Section 3 – Table of Principal Uses as follows, by changing from “Y” to “SPA” the field in column VR, line 3.3.3 (Two-Family Dwelling in the Village Residential District), or take any other action relative thereto.

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

**MOTION CARRIES
DECLARED 2/3 BY MODERATOR**

Town of Acton has excepted MGL CH 39 Sec 15 at its Annual Town Meeting April 2001,
Article 43 and the amended Bylaw 5A was approved by the Attorney General on Aug. 6, 2001.
(The Town Meeting Moderator is not required to count a 2/3 required vote.)

ARTICLE 11 * AMEND ZONING BYLAW – SIGNS AND ADVERTISING DEVICES

(Two-thirds vote)

To see if the Town will vote to amend the Zoning Bylaw Section 7 - Signs and Advertising Devices, by inserting at the end of item 5) of sub-section 7.6.1 – Applications for Sign Permits, the following phrase:

“ ; the Lot owner’s signature shall not be required for TEMPORARY and SPECIAL EVENT SIGNS”

[Note – Section 7.6.1 currently reads:

Application – All applications for SIGNS requiring a SIGN Permit shall be made to the Zoning Enforcement Officer in such form as he may require, and such applications shall include at least:

- 1) the location, by STREET number, of the proposed SIGN;*
- 2) the name and address of the SIGN owner and the owner of the LOT where the SIGN is to be ERECTED, if other than the SIGN owner;*
- 3) a scale drawing showing the proposed construction, method of installation or support, colors, display, dimensions, location of the SIGN on the site, and method of illumination;*
- 4) such other pertinent information as the Zoning Enforcement Officer may require to ensure compliance with the Bylaw and any other applicable law; and*
- 5) the application must be signed by the owner of the SIGN and the owner of the LOT where the SIGN is to be ERECTED.*

The Zoning Enforcement Officer shall have the authority to reject any SIGN Permit application which is not complete when submitted.]

, or take any other action relative thereto.

MOTION: Ms. Adachi moves that the Town adopt the zoning bylaw amendments as set forth in the Article.

CONSENT MOTION CARRIES UNANIMOUSLY

ARTICLE 12 * AMEND ZONING BYLAW – TYPOGRAPHICAL CORRECTIONS
(Two-thirds vote)

To see if the Town will vote to amend the Zoning Bylaw as follows:

- A. For Section 3.11 - Temporary Moratorium on Medical Marijuana Uses, including subsections 3.11.1 through 3.11.4, change the section numbering to 3.12, and change the numbering of all subsections to 3.12.1 through 3.12.4.
- B. In the lead paragraph for Section 3.8.3.3 change the phrase “similar convenience” to the plural “similar conveniences”.
- C. In Section 3.8.4.11 change the phrase “parking lot” to the plural “parking lots”.
- D. In Section 3.11.3, in the title phrase, change the word “Standard” to the plural “Standards”.

, or take any other action relative thereto.

MOTION: Ms. Adachi moves that the Town adopt the zoning bylaw amendments as set forth in the Article.

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CONSENT MOTION CARRIES UNANIMOUSLY

MOTION: Ms. Green moves to dissolve the Special Town Meeting at 10:08PM.

TOWN MEETING TELLERS:

Charles Kadlec - Head Teller

Jeff Bergart

Mark Block

Ann Chang

Peter Colby

Claudette Duhamel

Fred Gay

Win Hall

Bob Ingram

Jean Lane

Marion Maxwell

Debbie Murphy

Marilyn Peterson

Fran Vozzela

Jo-Ann Berry

Dick Callendrella

Belle Choate

Julie Coop

Joan Gardner

Tom Geagan

Connie Huber

Anne Kadlec

Pam Lynn

Nick Mozzicato

Jamie Norton

Don Ryan