

# COMMONWEALTH OF MASSACHUSETTS

Middlesex, ss:

To either of the constables of the Town of Pepperell, in said county,

GREETINGS:

In the name of the Commonwealth aforesaid, you are hereby required to notify and warn the inhabitants of said Town qualified according to law to vote in state, county, district and town affairs to assemble at the NISSITISSIT MIDDLE SCHOOL, in said Town, on Monday, the 4<sup>th</sup> of May, A.D. 2015 at 7:30 PM to act on the following articles:

## ANNUAL TOWN MEETING May 4, 2015

### ARTICLE 1

#### FY 2015 FREE CASH APPROPRIATIONS

To see if the Town will vote to appropriate sums of money from Free Cash certified as of 7/1/14, or take any other action relative thereto.

### ARTICLE 2

#### RESCIND AUTHORIZED BORROWINGS

To see if the Town will vote to rescind the following borrowings which were authorized at Town meeting as listed below, but remain unissued, or take any other action relative thereto:

\$ 1,700,000 – Article 33 ATM 5/4/98 Sewer Extension – Nashua Road  
\$ 300,000 – Article 25 STM 10/19/98 Sewer Extension – Lowell Road  
\$ 54,000 – Article 18 STM 10/28/02 Sewer Extension – Park Street  
\$ 20,000 – Article 24 ATM 5/3/04 Water Mains – Lowell Road  
**\$ 2,074,000 – TOTAL**

### ARTICLE 3

#### TOWN OFFICERS AND COMMITTEES

To choose all Town Officers and Committees for the ensuing year (July 1, 2015 - June 30, 2016) not required to be elected by ballot.

### ARTICLE 4

#### ELECTED OFFICIALS COMPENSATION

To see if the Town will vote to fix the salary and compensation of Elected Officers of the Town for the Fiscal Year July 1, 2015 - June 30, 2016, as provided by Section 108 of Chapter 41 of the Massachusetts General Laws, as amended; or take any other action relative thereto.

Salaries of the Elected Officers are included in the Departmental Appropriations.

Elected Official	Voted Salaries 7/1/14-6/30/15	Requested Salaries 7/1/15-6/30/16	Recommended Salaries 7/1/15-6/30/16
Town Clerk Range \$53,008*-\$59,610	\$54,762	\$55,857	\$55,857

\* Shall be the minimum pay for anyone who is not the incumbent officeholder as of 7/1/15 and who is appointed or elected during the fiscal year. The above salary recommendations to become effective under the dates specified above.

## **ARTICLE 5**

### **TOWN GENERAL FUND BUDGET FISCAL YEAR 2016**

To see if the Town will vote to raise and appropriate or transfer from available funds a sum of money to defray the regular expenses of the Town for the Fiscal Year July 1, 2015 through June 30, 2016 for General Government, Public Safety, Education, Public Works and Facilities, Human Services, Culture and Recreation, Debt Service, Employee Benefits & Insurance, and Capital Outlay, or take any other action relative thereto.

## **ARTICLE 6**

### **SEWER ENTERPRISE FUND**

To see if the Town will vote to raise and appropriate or transfer from available funds a sum of money to defray the regular expenses of the Sewer Enterprise Fund, in accordance, with the provisions of MA General Law Chapter 44, Section 53F1/2 for the Fiscal Year July 1, 2015 through June 30, 2016, or take any other action relative thereto.

## **ARTICLE 7**

### **WATER ENTERPRISE FUND**

To see if the Town will vote to raise and appropriate or transfer from available funds a sum of money to defray the regular expenses of the Water Enterprise Fund, in accordance, with the provisions of MA General Law Chapter 44, Section 53F1/2 for the Fiscal Year July 1, 2015 through June 30, 2016, or take any other action relative thereto.

## **ARTICLE 8**

### **TRANSFER STATION ENTERPRISE FUND**

To see if the Town will vote to raise and appropriate or transfer from available funds a sum of money to defray the regular expenses of the Transfer Station Enterprise Fund, in accordance, with the provisions of MA General Law Chapter 44, Section 53F1/2 for the Fiscal Year July 1, 2015 through June 30, 2016, or take any other action relative thereto.

**ARTICLE 9****REVOLVING FUND REPORTS – MGL CHAPTER 44, SECTION 53E1/2**

To see if the Town will vote to accept the following revolving fund reports in accordance with MA General Law Chapter 44, Section 53E1/2 or take any other action relative thereto:

**L.R.T.A. TRANSPORTATION REVOLVING FUND**

	Beginning Balance	Receipts	Expended	Ending Balance
FY2014	\$ 5,000.00	\$ 16,289.86	\$ (21,289.86)	\$ 0.00
FY2015 – 6 months	\$ 0.00	\$ 14,155.50	\$ (13,767.36)	\$ 388.14

**SENIOR CENTER MEALS REVOLVING FUND**

	Beginning Balance	Receipts	Expended	Ending Balance
FY2014	\$ 0.00	\$ 15,376.77	\$ (15,205.77)	\$ 171.00
FY2015 – 6 months	\$ 171.00	\$ 9,108.38	\$ ( 6,085.84)	\$ 3,193.54

**ARTICLE 10****RECREATION REVOLVING FUND – MGL CHAPTER 44, SECTION 53D**

To see if the Town will vote, upon recommendation of the Board of Selectmen, to change the Recreation Revolving Fund operating in FY2015 under MA General Law Chapter 44, Section 53D (as voted in Article 19 of the April 24, 1991 Annual Town Meeting) to operate in FY 2016 under MA General Law Chapter 44, Section 53E1/2 with the fund balance as of 6/30/15 to be carried forward as the starting balance in the new fund on 7/1/15, or take any other action relative thereto.

**ARTICLE 11****REVOLVING FUNDS – MGL CHAPTER 44, SECTION 53E1/2**

To see if the Town will vote, upon recommendation of the Board of Selectmen, to authorize the following revolving funds for certain Town departments under MA General Law Chapter 44, Section 53E1/2 for the Fiscal Year July 1, 2015 through June 30, 2016, or take any other action relative thereto:

Revolving Fund	**Authorized To Spend	Revenue Source	Use of Fund	FY2016 Spending Limit
L.R.T.A. Transportation	Council on Aging Director	L.R.T.A. Van Transportation Revenue	Part-time wages & Operational Expenses	\$ 35,000
Senior Center Meals	Council on Aging Director	Donations for Meals	Part-time wages & Operational Expenses	\$ 25,000
Recreation	Recreation Director	Revenue from Recreation Dept. Activities	Part-time wages & Operational Expenses	\$ 80,000
	**Single Dept. Authorization May Not Exceed 1% of Tax Levy		<b>TOTAL OF REVOLVING FUNDS</b> Limit 10% of FY15 Tax Levy <u>\$17,567,196.60</u> 1% Limit – Authorized to Spend**	<b><u>\$ 140,000</u></b>  <u>\$ 1,756,720</u>  <u>\$ 175,672</u>

**ARTICLE 12**

By: Board of Selectmen

**STRETCH ENERGY CODE**

To see if the Town will vote to enact Chapter 62-2 of the Code of the Town of Pepperell, entitled “Stretch Energy Code” for the purpose of regulating the design and construction of buildings for the effective use of energy, pursuant to Appendix 115.AA of the Massachusetts Building Code, 780 CMR, the Stretch Energy Code, including future editions, amendments and modifications thereto, which is on file with the Town Clerk; or take any other action relative thereto.

**ARTICLE 13**

By: Board of Selectmen

**TIF AGREEMENT – 1A AUTO**

To see if the Town will vote, pursuant to M.G.L. c.40, §59, and M.G.L. c.23A, §3E and §3F, to:

- (a) approve a Tax Increment Financing Agreement between the Town and 1A Auto, Inc. and Green 1A Investments, LLC (Collectively the “Company”), in the form substantially as on file with the Town Clerk, for property shown on Assessors Map 26, Parcel 32, and Map 26, Parcel 206 (the “TIF Agreement”), which TIF Agreement provides for real estate tax exemptions at the exemption rate schedule set forth therein and approve a Certified Project application submission to the Massachusetts Economic Assistance Coordinating Council (the “EACC”);
- (b) authorize the Board of Selectmen to execute the TIF Agreement, and approve submission to the EACC of the TIF Agreement and Certified Project application, all relating to the project as described in the TIF Agreement, and any necessary documents relating thereto, and to take such other actions as are necessary or appropriate to obtain approval of the TIF Agreement and Certified Project application, and related submissions and to take such other actions as necessary or appropriate to implement those documents;
- (c) Proposed Tax Increment Financing (TIF) Agreement substantially as printed below:

**TAX INCREMENT FINANCING (TIF) AGREEMENT**

(Alternatively, the “Agreement”)

**BETWEEN**

**TOWN OF PEPPERELL**

(Alternatively, the “Town”)

**AND**

**1A AUTO, INC. (Alternatively, the “Company”) and GREEN 1A INVESTMENTS, LLC**

(Alternatively, the “Owner”)

This **AGREEMENT** is made as of this \_\_\_ day of \_\_\_\_\_, 2015 by and between the Town, the Owner and the Company.

**WHEREAS** the Town is a Massachusetts municipal corporation acting through its Board of Selectmen having its principal office at One Main Street, Pepperell, MA 01463; and

**WHEREAS** the Owner is a Massachusetts limited liability company and the Company is a Massachusetts corporation, each having its principal office at 8 Chapel Place, Pepperell, MA 01463, and each is authorized to do business in Massachusetts; and

**WHEREAS** the Owner owns the parcels shown on the Town Assessors Map 26 as Parcels 32 and 206 (the “Parcel”), which contain an estimated 12.059 of land (the “Property”) and is shown on the map attached to this Agreement; and

**WHEREAS**, the Owner has or will cause the Property to be leased to the Company; and

**WHEREAS**, the Owner and the Company plan to construct an approximately 100,000 square foot building with parking, landscaping and other appurtenance on the Property (the “Project”) to serve as the corporate headquarters and a call center for the Company, provided that the Town enters in to this Agreement; and

**WHEREAS** the construction of the Project is intended to result in a capital investment of an estimated \$26.8 million, including \$25 million for soft and hard construction costs and related site development costs, and \$1.8 million for personal property at the Property; and

**WHEREAS** the Company plans to retain 95 full-time jobs and create 150 new, permanent full-time jobs at the Property; and

**WHEREAS** the Town is located within the boundaries of the Pepperell Economic Target Area (as that term is used in Massachusetts General Laws, Chapter 23A, Section 3D, and referred to below as the “ETA”); and

**WHEREAS** the Company intends to apply for status as a Certified Project under the Massachusetts Economic Development Incentive Program; and

**WHEREAS** the Town strongly supports increased economic development to provide additional jobs, expand business within the community, and to develop a healthy economy and stronger tax base; and

**WHEREAS** the Project will further the economic development goals and the criteria established for the ETA; and

**WHEREAS**, on March 30, 2015, the Pepperell Board of Selectmen recommended approval of the TIF Agreement to Town Meeting; and

**WHEREAS**, the Town, acting by and through its Board of Selectmen, subject to approval by Pepperell Town Meeting, hereby enters into this TIF Agreement with the Owner and the Company.

**NOW, THEREFORE**, in consideration of the mutual promises of the parties’ contained herein and other good and valuable considerations, the receipt and sufficiency of which are hereby acknowledged, the parties hereby agree as follows:

**I. TOWN’S OBLIGATIONS**

1. A Tax Increment Financing (“TIF”) exemption (the “Exemption”) is hereby granted to the Owner and the Company by the Town in accordance with Chapter 23A, Section 3E; Chapter 40, Section 59; and Chapter 59, Section 5 of the Massachusetts General Laws. The Exemption shall be for a period of fifteen (15) years (the “Exemption Term”), commencing in the fiscal year following the date that the Project is placed into service (i.e., pursuant to a Certificate of Occupancy, and shall provide an exemption from taxation of the new incremental value of the Property resulting from the project as follows:

Fiscal Year	Exemption Percentage
1	90%
2	90%
3	90%
4	90%
5	90%
6	85%
7	80%
8	75%
9	70%
10	60%
11	55%
12	50%
13	40%
14	40%
15	40%

2. The base valuation for the Property shall be the assessed value of the Property for the base year. The base year for purposes of this Agreement is Fiscal Year 2015. The Fiscal Year 2015 assessed valuation for the Parcels are \$430,600 and \$271,100 and shall be the base valuation for this Agreement. The parties agree that there will be no exemption from taxes on personal property pursuant to this Agreement.
3. The base valuation shall be adjusted annually by an adjustment factor which reflects increased commercial and industrial property values within the community, as provided in Chapter 40, Section 59, of the Massachusetts General Laws.

## **II. THE OWNER'S AND THE COMPANY'S OBLIGATIONS**

The Town grants the Exemption to the Company in consideration of, and commitment by, the Owner and the Company to the following:

1. The Company plans to retain 95 full-time jobs and create 150 new permanent full-time jobs to be located at the Property.
2. The Company will use reasonable efforts to utilize workforce development programs included but not limited to public institutions of higher education locally such as Middlesex Community College and the University of Massachusetts at Lowell to assist in the promotion of new permanent full-time jobs to be located at the Property for potential applicants from the Town of Pepperell.
3. The Company's job retention plans are outlined in the Employment and Job Creation section of the Certified Project application submitted to the State by the Company in connection with the Company's requests for a TIF Exemption (the "Application").
4. The Owner and the Company, as the case may be, plan to construct an approximately 100,000 square foot building on the Property for use as a corporate headquarters and call center.
5. The Owner and the Company, as the case may be, plan to invest an estimated \$26.8 million in the Project, including \$25 million for soft and hard construction costs including but not limited to plumbing, electrical, HVAC, fire protection and related site development costs, and \$1.8 million for personal property.
6. The Owner and the Company shall submit annual on-line reports to the Massachusetts Economic Assistance Coordinating Council ("EACC") on job retention and new investments at the Property for each year of the Application designation. The annual report shall include the number of permanent full-time jobs retained and created, and the value of Project capital investments with respect to the Property annually and on a cumulative basis. The annual report shall be submitted by the end of February of each year with respect to the immediately preceding fiscal year during which this Agreement is in effect.
7. The Company plans to use reasonable efforts, to the extent permitted by law and assuming equal qualifications, to give priority to qualified Pepperell residents in its hiring of new employees for the Project. The Company plans to advertise in local newspapers and participate in local job fairs through local college and universities.
8. If the Owner and the Company fails to meet the obligations specified in Sections 1, 2, 4, 5, 6, or 7 the Town, acting by and through its Board of Selectman with the approval of Town Meeting, may take action to request decertification of the Project by the EACC. Prior to taking any action to request decertification of the Project by the EACC, the Town shall give written notice of the alleged default to the Owner and the Company and provide an opportunity to meet with the Town officials to discuss a cure to the alleged default. The Owner and the Company shall have thirty (30) days from the receipt of such written notice to respond to the Town regarding any alleged default and one-hundred and twenty (120) days of the receipt of such written notice to remedy such default, or with respect to defaults which cannot be remedied within such one-hundred and twenty (120) day period, within such additional period of time as is required to reasonably remedy such default, provided the Owner and/or the Company exercises due diligence in the remedying of such default. The time within which the Owner and the Company shall be required to perform any of the respective acts or obligations under this Agreement shall be extended to the extent that the performance of such obligations shall be delayed by a Force Majeure Event. A "Force Majeure Event" means any events or occurrences (such as acts of God, earthquakes, fire, acts of terrorism, war, labor disputes, delays or restrictions by government bodies, or market-wide economic circumstances) that are beyond the reasonable control of the Owner and the Company.

9. If the Company plans to move business operations from the Property, the Town shall be given sixty (60) days advance written notice.

**III. OTHER CONSIDERATIONS**

1. Pursuant to 760 C.M.R. 22.05(8) (d), this Agreement shall be binding upon and inure to the benefit of the parties, their respective successors and assigns, and subsequent owners of the Property, so long as the Project has not been decertified by the EACC.
2. The matters described above as obligations of the Owner and the Company are only conditions to the eligibility for tax exemptions under this Agreement, and do not create any generally enforceable obligations or covenants of the Owner or the Company. The Town’s sole remedies for failure by the Owner and the Company to satisfy any of its respective obligations and conditions are as set forth in Paragraph 7 under the Owner’s and the Company’s Obligations section. The Town may seek to enforce such remedies in a court of competent jurisdiction in Massachusetts.
3. This Agreement is subject to Massachusetts General Laws Chapter 23A, Section 3A-3F inclusive, Chapter 40, Section 59, and Chapter 59, Section 5, cl. 51 and applicable regulations.
4. Should any provision of the Agreement be declared or determined by a court of competent jurisdiction to be illegal or invalid, the validity of the remaining parts, terms, and provisions shall not be affected thereby and said illegal or invalid part, term or provision shall be deemed not to be a part of the Agreement.

**WITNESSETH** the execution and delivery of this Agreement by the Town, the Owner and the Company as an instrument under seal as of the date first above written.

**AGREED TO:**

**1A Auto, Inc.**

**Town of Pepperell**

By: \_\_\_\_\_

\_\_\_\_\_

Name: \_\_\_\_\_

Board of Selectmen

Title: \_\_\_\_\_

\_\_\_\_\_

Board of Selectmen

\_\_\_\_\_  
Date of Signature

\_\_\_\_\_

Board of Selectmen

**Green 1A Investments, LLC**

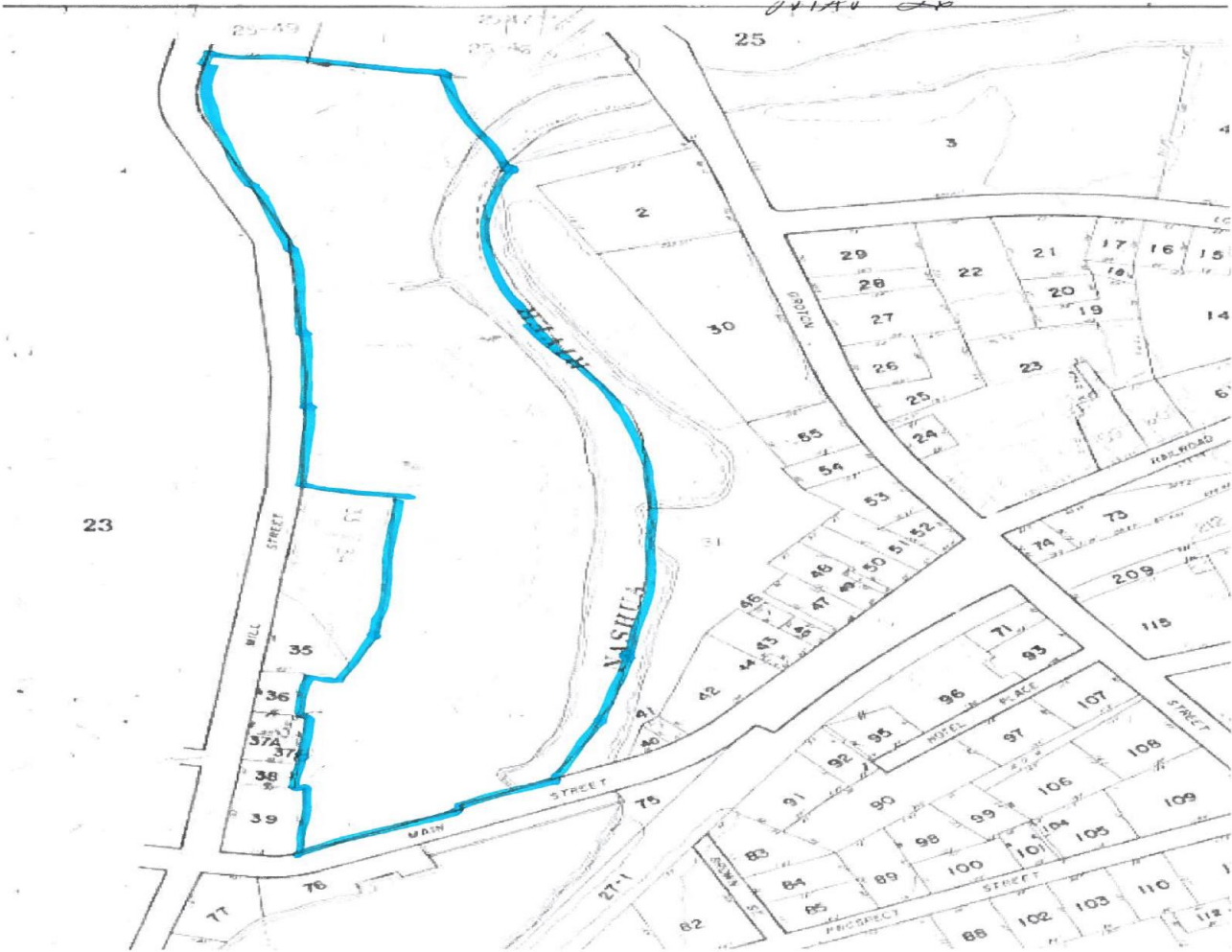
By: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

\_\_\_\_\_  
Date of Signature

Pepperell Assessor's Map





## **ARTICLE 14**

By: Board of Selectmen

### **EMERGENCY SERVICE COST REIMBURSEMENT**

To see if the Town will vote to recover the costs of providing emergency Fire Department response services for motor vehicle accident(s) and hazardous materials releases from the parties responsible; to authorize the Selectmen to adopt regulations to define the nature and method of assessment of such costs, including all direct and indirect costs associated with rendering and collecting for emergency services rendered, and establish fees therefore; and to authorize the Selectmen and Town Administrator in conjunction with the Pepperell Fire Department, directly or indirectly through a third party billing service, to demand, recoup and or collect such costs from responsible individuals, business entities and/or insurance carriers that have provided insurance coverage applicable to such emergency services, or take any other action relative thereto.

## **ARTICLE 15**

By: Planning Board

### **OPEN SPACE RESIDENTIAL DEVELOPMENT**

To see if the Town will vote to delete in its entirety Section 7100. Open Space Residential Development and replace it with the following, or take any other action thereto:

#### **7100. OPEN SPACE RESIDENTIAL DEVELOPMENT**

**7110. Purpose.** The primary purposes of this bylaw are to:

- Further the goals and policies of the Pepperell Master Plan and Open Space and Recreation Plan;
- Provide for the by-right construction of Open Space Residential Development (OSRD);
- Enhance protection of the priority parcels for conservation as identified in the current Pepperell Open Space Plan;
- Encourage the permanent preservation of open space, agricultural land, forestry land, wildlife habitat, other natural resources including aquifers, water bodies and wetlands, and historical and archaeological resources;
- Enhance the protection of family farms in Pepperell; Enable landowners to realize equity from development of a small percentage of their land while current uses continue on the majority of the property;
- Connect open space created within OSRDs with existing conservation areas whenever possible;
- Encourage a less sprawling and more efficient form of development that consumes less open land and conforms to existing topography and natural features;
- Minimize the total amount of disturbance on sites undergoing development;
- Promote the incorporation of Low Impact Development and Green Infrastructure into development designs;
- Facilitate the construction and maintenance of streets, utilities, and public services in a more economical and efficient manner;
- Reduce the construction and maintenance costs of town-owned infrastructure;
- Expedite the permitting of projects;
- Provide for a diversified housing stock including providing affordable housing to persons of low and moderate income; and
- Reduce energy consumption and greenhouse gas emissions;

#### **7120. Definitions.**

Homeowners Association (HOA) shall mean the corporation, trust, or association owned by the unit owners within an Open Space Residential Development and used by them to manage and regulate their affairs, including any commonly owned land or facilities.

Open Space Residential Development (OSRD) shall mean a process for the development of land that: (a) calculates the amount of development allowed up-front by formula; (b) requires an open space analysis to identify the significant natural, cultural, and historic features of the land; (c) concentrates development, through design flexibility and reduced dimensional

requirements, in order to preserve those features; and (d) permanently preserves at least 50% percent of the land in a natural, scenic or open condition or in agricultural, farming or forest use.

Building Envelope shall mean the area, as shown on a subdivision or site plan, in which all homes and accessory buildings shall be built according to the setbacks of this section.

**7130. Applicability.** OSRD is allowed by right under zoning, subject to the procedural requirements of the OSRD regulations, as applicable, and any other generally applicable non-zoning land use regulations, and may be proposed within the Rural Residence, Recreation Residence, Town Residence, and Suburban Residence zoning districts in the Town of Pepperell. Single family and duplex housing developments (including residential subdivisions or residential developments where the property is held in condominium, cooperative ownership, or other form where the property is not subdivided) may be developed in compliance with the provisions of this section..

All proposed OSRDs must conduct an open space analysis as part of their application package. Open space analysis refers to the process by which the applicant and the Planning Board, in consultation with the Conservation Commission, determine which areas in a tract proposed for an OSRD qualify and are designated primary and secondary conservation areas as described in the OSRD Regulations, with the remaining land being the potentially developable area. The process of conducting an open space analysis is described in the OSRD regulations.

ANR applicants may voluntarily apply for an OSRD under this Section. The plan shall be subject to the Town of Pepperell Rules and Regulations governing the Subdivision of Land.

If the proposed OSRD proposes a use and/or dimensional regulations that require a special permit elsewhere in the Protective Zoning Bylaws, the regulations and requirements of this Section shall prevail.

**7140. Yield - Allowable Residential Units.** The base maximum number of residential units in an OSRD is calculated using a formula based on the net acreage of the property. This formula takes into account site-specific development limitations that make some land less suitable for development than other land. This calculation involves two steps, calculating the net acreage and dividing by the allowed density.

7141. Net Acreage Calculation. The factors named below are included for net acreage calculation purposes only and do not address any regulatory constraints on development siting that are not contained in other applicable provisions of law, including this zoning bylaw. To determine net acreage, subtract the following from the total (gross) acreage of the site:

Half (50%) of the acreage of land with slopes of 20% or greater;

Half (50%) of the total area of land subject to easements or restrictions prohibiting development, lakes, ponds, vernal pools, 100-year floodplains as most recently delineated by FEMA, Zone I and A around public water supplies, and wetlands as defined in Chapter 131, Section 40 of the Massachusetts General Laws and any state or local regulations adopted there under, as delineated by an accredited wetlands specialist and approved by the Conservation Commission; and

Seven (7%) percent of the remaining site area after the areas of A and B are removed to account for subdivision roads and infrastructure.

7142. Unit Count Calculation. The base maximum number of allowable residential dwelling units on the site is determined by dividing the net acreage by the required area (allowed density) for a dwelling unit in the district under this bylaw. Fractional units of less than .5 shall be rounded down and .5 or more shall be rounded up. The required acreage for each district is:

District	Required Area per Unit
Rural Residence	80,000 sq.ft.
Recreation Residence	80,000 sq.ft.
Town Residence	80,000 sq.ft.
Suburban Residence	40,000 sq.ft.

Note: the above area requirements are used to determine the number of allowable units; they are not the minimum OSRD lot sizes for the applicable districts, which are found below in the Dimensional Requirements section of this bylaw.

The actual number of lots realized may vary from the amount calculated by the above method due to State and Local Health laws and regulations governing the placement of wells and septic systems on a building lot. In all

cases, each proposed lot must meet State and Local Health laws and regulations, subject to the provisions of the Town of Pepperell OSRD bylaw and accompanying regulations.

Example Yield Calculation:

*This example supposes a 40 acre tract proposed for subdivision through application of this OSRD bylaw. This tract contains 4 acres of steep slopes and 8 acres of wetlands. To calculate the net developable area or net acreage, first subtract half the area in steep slopes (2 acres), as well as half the area in wetlands (4 acres), from the total area of the parent parcel (40 acres) to arrive at 34 acres. From this figure, subtract 7% of the area for roads and infrastructure (2.38 acres), to arrive at a net acreage of 31.6 acres.*

*This number is then converted to square feet (acres x 43,560) and the resulting number (1,377,367) divided by the minimum lot size in the underlying district, which, in this case, is the Rural Residence district with a minimum lot size of 80,000 square feet. The resulting figure is 17.2, which is rounded down to 17, which is the number of permissible units before the issuance of any bonus units pursuant to the provisions of this bylaw and any associated regulations. It should also be noted that the required open space is 50% of the parent tract, which in this case is 50% of 40 equals 20 acres.*

7143. Lots in More than One District. For lots in more than one district, the allowable unit count (excluding bonuses) and required open space for each district shall be determined first. These totals shall be added together and then rounded as above. The allowable maximum bonus for the entire development shall be calculated based upon this combined total number of units.

**7150. General Requirements.** Single-family dwellings in Pepperell are permitted by right in residential zoning districts. Two-family (duplex) dwellings may be allowed provided that the overall density of the project is not compromised and it will not be detrimental to the surrounding area and adequate parking and traffic flow are available.

**7160. Dimensional Requirements.** Lot size and shape, placement, and other dimensional requirements within an OSRD are subject to the following limitations:

Objectives: Lots/dwellings shall be located and arranged to advance the resource conservation objectives of the Master Plan and the Open Space and Recreation Plan and to protect views from roads and other publicly accessible points; farmland; wildlife habitat; large intact forest areas; hilltops; ponds; steep slopes; and other sensitive environmental resources.

Monuments: Industry accepted monuments of a type consistent with the use of the open space should clearly delineate the boundaries of the protected open space in a manner that facilitates monitoring and enforcement.

Building Envelope: All plans submitted under this section shall show the building envelopes for each proposed house lot; which is the area within all front, side and rear yard setbacks as specified below.

Lot Sizes and Setbacks: Lot sizes within an OSRD may be reduced from those in the underlying zoning districts, provided that the following minimum lot sizes apply.

Zoning District	Minimum Lot Size	Minimum Frontage*	Front/Rear Setback**	Side Setback**
Rural Residence	20,000 sq.ft.	40 feet	20 feet	15 feet
Recreation Residence	20,000 sq.ft.	40 feet	20 feet	15 feet
Town Residence	20,000 sq.ft.	40 feet	20 feet	15 feet
Suburban Residence	8,000 sq.ft.	40 feet	20 feet	15 feet

\*Frontage: Building lots within an OSRD shall have a minimum of forty (40) feet of frontage. Each lot must have adequate access as determined by the Planning Board. A reduction in frontage to a minimum of twenty (20) feet may be allowed to access rear lots if the plan proposes use of a common driveway.

\*\*Setbacks: The minimum front yard and rear yard setbacks shall be 20 feet. Minimum side yard setbacks shall be 15 feet. In no event shall principal structures (whether single-family, two-family, or any other principal use) be closer than 30 feet to each other. However, any proposed lot that abuts existing residential property shall have a minimum side yard setback requirement equal to that of the existing side yard setback of the residential zoning district of the abutting property.

**7170. Open Space Requirements.**

7171. Minimum Percentage of Open Space. A minimum of 50% of the total land area of the OSRD shall be set aside as permanently conserved open space. A greater percentage may be set aside voluntarily or in exchange for additional housing units as authorized by the Planning Board.

Up to ten (10%) percent of the total land area within an OSRD may be used for water supply wells and associated infrastructure, subsurface leaching fields and other underground components of wastewater systems, rain gardens, constructed wetlands, and other decentralized stormwater management systems consistent with Low Impact Development (LID) that serve the Open Space Design. Treated stormwater may be discharged into the protected open space or land subject to a restrictive covenant.

This above described area can count towards the 50% protected open space requirement, and is subject to Restrictive Covenant pursuant to Article 97 of the of the Articles of Amendment to the Constitution of the Commonwealth of Massachusetts and M.G.L. Chapter 184, Sections 26-33, which shall be approved by the Planning Board and Board of Selectmen. All protected land is to be delineated on the approved plans.

7172. Contiguity of Open Space. Preserved open space shall be contiguous to the greatest extent practicable, with due consideration given to open space on abutting parcels. Where noncontiguous pockets of open space are preferable to protect conservation areas, applicants shall attempt to connect these resource areas to the greatest extent practicable with the use of trails and/or vegetated corridors. Open Space will still be considered contiguous if it is separated by a shared driveway, roadway or an accessory amenity (such as a barn, paved pathway or trail, or shed for the storage of recreational equipment).
7173. Permanent Conservation of the Required Open Space. Any land required to be set aside as open space, voluntarily preserved in excess of that which is required, conserved as a condition of the approval, or protected in exchange for additional density, shall be permanently protected pursuant to Article 97 of the Articles of Amendment to the Constitution of the Commonwealth of Massachusetts through a perpetual restriction under M.G.L. Chapter 184 Section 26-33 approved by the Commonwealth of Massachusetts, the Planning Board, and the Board of Selectmen and must be held by the Town of Pepperell.

Land conveyed to the Town of Pepperell shall be by a deed and the deed shall reference that the land is for the purpose of conservation or recreation uses as appropriate and as defined in the Conservation Restriction. Said deed shall be duly recorded and indexed in the Registry of Deeds or registered in the Land Court for the County or District where the land lies and shall affect its title.

Any proposed open space that does not qualify for protection or that is rejected from inclusion in the Conservation Restriction shall be subject to a Restrictive Covenant in perpetuity pursuant to M.G.L. Chapter 184, Sections 26-30, and shall be approved by the Planning Board and Board of Selectmen and held by or for the benefit of the Town of Pepperell.

The restriction shall specify the prohibited and permitted uses of the restricted land, which would otherwise constitute impermissible development or use of the open space. The restriction may permit public access or access by residents of the development to the protected land.

7174. Timing. Any restriction or other legal documentation necessary regarding the conservation of open space as required herein are to be recorded with the Middlesex South District Registry of Deeds before lots are released or building permits are issued, whichever comes first.
7175. Allowable and Prohibited Uses of the Open Space. The Conservation Restriction shall set forth the conservation, preservation, education, recreation, protection or any combination of allowed uses and/or prohibited uses of the open space pursuant to Article 97 and M.G.L. Chapter 184 Section 26-33.

The Conservation Restriction may allow for a small portion of the open space, not to exceed 5%, be paved or built upon to complement the specified use of the open space (i.e. barns, parking, kiosks, walkways, and bike paths) so long as the conservation values of the open space are not compromised.

The open space may be used as the land subject to a restriction for the purpose of an aggregate calculation under Title V.

7176. Ownership of the Open Space: At the applicant's discretion and with Planning Board approval, the open space may be owned and maintained by:
- (1) A private owner for agricultural, horticultural, forestry or any other purpose not inconsistent with the conservation restriction;
  - (2) A non-profit organization or agency of the Commonwealth, with their consent, whose principal purpose is the conservation of open space for any of the purposes set forth herein;
  - (3) The Pepperell Conservation Commission or Parks and Recreation Commission; or

- (4) A homeowners association (HOA) as defined herein owned jointly or in common by the owners of the property within the project.

If option four is selected the following shall apply:

- a. The documents organizing the HOA shall be drafted and approved by the Planning Board before final approval of the OSRD development, recorded prior to the issuance of building permits, comply with all applicable provisions of state law, and pass with conveyance of the lots or units in perpetuity. Each individual deed, and the deed, trust, or articles of incorporation, shall include language designed to effect these provisions.
- b. Membership must be mandatory for each property owner, who must be required by recorded covenants and restrictions to pay fees to the HOA for taxes, insurance, and maintenance of common open space, private roads, and other common facilities.
- c. The HOA must be responsible in perpetuity for liability insurance, property taxes, the maintenance of recreational and other facilities, private roads, and any shared driveways.
- d. Property owners must pay their pro rata share of the costs in subsection c above, and the assessment levied by the HOA must be able to become a lien upon individual properties within the OSRD.
- e. The HOA must be able to adjust the assessment to meet changed needs.
- f. The applicant shall make a conditional grant to the Town of Pepperell, binding upon the HOA, of the fee interest to all open space to be conveyed to the HOA. Such offer may be accepted by the town, at the discretion of the Board of Selectmen, upon the failure of the HOA to take title to the open space from the applicant or other current owner, upon dissolution of the association at any future time, or upon failure of the HOA to fulfill its maintenance obligations hereunder or to pay its real property taxes.
- g. Ownership shall be structured in such a manner that real property taxing authorities may satisfy property tax claims against the open space lands by proceeding against individual property owners in the HOA and the dwelling units they each own.
- h. Town Counsel must find that the HOA documents presented satisfy the conditions in Subsections a through g above, and such other conditions as the Planning Board shall deem necessary.

Selection of ownership option one, two, or four requires:

- a. The conveyance of a conservation restriction as outlined herein; and
- b. The granting of an access easement over such land sufficient to ensure its perpetual maintenance as agricultural, conservation, or recreation land. Such easement shall provide that in the event the trust or other owner fails to maintain the open space in reasonable condition, the Town of Pepperell may, after notice to the lot owners and public hearing, enter upon such land to maintain it in order to prevent or abate a nuisance. The cost of such maintenance by the town shall be assessed against the properties within the development and/or to the owner of the open space. Pursuant to G.L. Chapter 40 Section 58 the town may file a lien against the lot or lots to ensure payment for such maintenance. Pursuant to G.L. Chapter 40 Section 57 the town may also deny any application for, or revoke or suspend a building permit or any local license or permit, due to neglect or refusal by any property owner to pay any maintenance assessments levied.

7177. Maintenance. The Planning Board shall require the establishment of ongoing maintenance standards as a condition of development approval to ensure that utilities are properly maintained and the open space land is not used for storage or dumping of refuse, junk, or other offensive or hazardous materials. Such standards shall be enforceable by the Town against any owner of open space land, including an HOA. If the Board of Selectmen finds that the maintenance provisions are being violated to the extent that the condition of the utilities or the open land constitutes a public nuisance, it may, upon 30 days written notice to the owner, enter the premises for necessary maintenance, and the cost of such maintenance by the Town shall be assessed ratably against the landowner or, in the case of an HOA, the owners of properties within the development, and shall, if unpaid, become a property tax lien on such property or properties.

**7180. Submission Requirements.** Applications for approval of an OSRD shall be submitted following the requirements of the Planning Board OSRD Regulations and the Town of Pepperell 'Rules and Regulations Governing the Subdivision of Land'.

The application for an OSRD shall follow the same review procedures and timelines as specified in the 'Town of Pepperell 'Rules and Regulations Governing the Subdivision of Land'.

7181. Application. An applicant for an OSRD shall submit to the Planning Board an Application for Approval of a Definitive Subdivision according to the procedures and provisions of the Town of Pepperell 'Rules and Regulations Governing the Subdivision of Land'.

7182. Open Space Analysis. In order to enable the Planning Board to determine whether or not a proposed OSRD satisfies the purposes and standards of this Section, an applicant must present sufficient information on the environmental and open space resources for the Planning Board to make such determination. The required information shall be provided in the form of an open space analysis as described in the OSRD Regulations. In the case of an OSRD that is not a subdivision the Planning Board may require the submission of all or only part of an open space analysis as described in the OSRD regulations. Proposed use(s) of the open space consistent with this Section shall be specified in the application.

7183. Conditions of Approval. The Planning Board may place conditions upon the approval of an OSRD plan according to the procedures and provisions of the Town of Pepperell 'Rules and Regulations Governing the Subdivision of Land'.

7191. Waiver from Compliance. The Applicant shall adhere to strict compliance with the requirements of this Section. If the Applicant seeks a waiver from the requirements of this Section, the request must be submitted in writing and must identify the specific relief being sought and must include evidence or statements that the granting of the waiver shall still maintain the intent and purpose of this Bylaw and shall still be consistent with the best interest of the Town of Pepperell.

**7190. Decision of the Planning Board.** If granted, a final decision, with conditions, if appropriate, shall be issued to the applicant. Such decision shall be recorded at the Middlesex South District Registry of Deeds and evidence of recording shall be presented to the Planning Board prior to the issuance of any building permits.

## **ARTICLE 16**

By: Board of Health

### **BOARD OF HEALTH FEES**

To see if the Town will vote to set the following fees for the Board of Health:

	Current Fee	Change
Campground/Recreational Camp	10.00	50.00
Manufactured Housing Community	10.00	50.00
Frozen Dessert License	25.00	50.00
Milk/cream license	2.00	10.00

Or take any other action relative thereto.

## **ARTICLE 17**

By: Highway Superintendent

### **REPLACEMENT OF DRAINAGE SYSTEMS**

To see if the Town will vote to raise and appropriate or transfer from available funds the sum of \$55,500 to replace two drainage systems, one on Herget Drive and one on Heald Street; said appropriation to be under the control of the Highway Superintendent, or take any other action relative thereto.

## **ARTICLE 18**

By: Board of Selectmen

### **NMCOG STORMWATER COLLABORATIVE**

To see if the Town will vote to appropriate a sum not to exceed \$5,000 to fund the town's membership in the Stormwater Collaborative, a 13-community consortium duly organized by the North Middlesex Council of Governments; or take any other action relative thereto.

And you will serve this warrant by posting a true and attested copy of same, in said Town, seven days prior to the time of said meeting. Hereof fail not and make due return of your doings herein to the Town Clerk on or before the time appointed for said meeting. Given under our hands this 17<sup>th</sup> day of April, A.D. 2015.

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Michael L. Green, Chairman

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Michelle R. Gallagher, Clerk

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Stephen C. Themelis

PEPPERELL BOARD OF SELECTMEN

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CONSTABLE OF PEPPERELL