

Roland Bartl

From: Bernie Kosicki I
Sent: Thursday, February 26, 2004 10:04 PM
To: Terry Kennaugh; Bernie Kosicki I; Bernie Kosicki II; Martin Graetz; Hart Millett II; Hart & Nan Millett I; Roland Bartl; gpgreen13@comcast.net; feinstein@feinstein.net
Subject: Fwd: Re: Outdoor Lighting Bylaw

Gentlemen,

Here are some suggestions from Dore that improve the meaning of several definitions of the ZBL:

NEW DEFINITIONS:

INDIRECT LIGHT - DIRECT LIGHT that has been reflected off the surface of any permanently constructed object other than the source LUMINAIRE.

SHIELDED -a LUMINAIRE employing a shield to control GLARE. The LUMINAIRE shall have a generally downward distribution of light and must have a top shield to minimize upward light.

(We previously discussed and agreed upon taking "obtrusive" out of the definition. However, NOTE that I now also propose taking out from the last definition the phrase "by blocking direct view of the LAMP from a STREET or an abutting LOT that is in Residential or Conservation USE". The reason I propose this change is that the old definition is not consistent with the aim that shielded lights are meant to be less stringent (they shield small lights) vs. the fully shielded spec for large lamps. Fully shielded lights are not required to block view of the lamp from the street, so therefore it is not reasonable to ask that a general Shielded lights do so.

This definition was objected to at our EDC meeting, and now I agree with that objection.

Now that said, there are sections [10.6.2.4 a), b), and c)] that DO ask that the lamp be shielded from view from the street. I propose that it is proper to ask that certain specific applications of shielded lights still block view of the lamp from the street, but not that a general shielded light be required to do so.)

We have already discuss and agreed upon the change from Single Family residences to that plus Duplexes in the GBL.

Also in the GBL, we discussed changing "lights" to "LUMINAIRES" in section C., but I'm not sure we reached an agreement on this point. I propose we do so- please see below.

The other change to GBL I would suggest is taking out section 1. under C. Effective dates. These two sections always bothered me because they read as redundant and confusing to someone who isn't really on top of the fine points of the GBL. The only thing we give up by leaving section C.1. out is regulation of lights installed between 4/15/04 and 1/1/06 that are not installed under a Site Permit. These lights will be picked up after 1/1/06 under C.2.. I think the GBL reads a more clearly without C.1..

2/27/2004

Finally, in C. 2., I would propose leaving out "and replacement". I argue that if "lights" is changed to "LUMINAIRES", the meaning is clear. If any new LUMINAIRE is installed, whether or not it replaces an older one, it should be regulated; therefore, replacement is redundant. Changing "lights" to "LUMINAIRES" makes it clear that we mean "a complete outdoor lighting unit or fixture including a lamp or lamps, etc...." This removes the objection of whether just changing the bulb is what is meant by "light". There was confusion about this point with EDC.

The use of "lights" in the rest of the GBL is probably ok, since in these places the use is not specific to a precise meaning of "lights".

Therefore, in summary, section C would become:

C. Effective Dates:

Starting on January 1, 2006, the hours of operation regulations shall apply to all existing and new outdoor LUMINAIRES.

(Maybe the definition of LUMINAIRES can be added as the next sentence, instead of creating a definition section at the end of the GBL, since this is the only place in the GBL where it is used).

The final open issue that was discussed with EDC and BOS is the amount of the fine (\$300 per violation). Personally, this seems pretty excessive and unnecessary to me. I don't believe it needs to be that large to have the effect of encouraging compliance to a rational person. A timer can be installed for probably \$100-200. If the fine were reduced to \$25, say, there would be an inducement to comply before a week or so of fines could be levied. This would be an ok compliance time, in my opinion, and can be advertised as giving the owner time to get the device installed. Keeping the fine at \$300 labels the GBL as excessive in the minds of many people we are trying to get to vote for it, and doesn't buy any real advantage in forcing compliance.

I would propose putting it at \$25 per violation.

That's it for me.

Bernie

From: DoreHunter@aol.com
Date: Thu, 26 Feb 2004 09:57:06 EST
Subject: Re: Outdoor Lighting Bylaw
To: kosicki@rcn.com
X-Mailer: 9.0 for Windows sub 5007

Bernie,

There is no need for you to take a day off just to meet with me, and I expect to be busy anyway. Thank you for removing the undefined "OBTRUSIVE".

GLARE DEFINITION - Okay, I accept your rationale and leave it as is.

INDIRECT LIGHT DEFINITION - Certainly insertion of the word "permanent" goes a long way toward meeting the problem I had with the last version. However, modifying "permanent" with "installed" seems awkward to me, although it does get to the point in question. How about making the new phrase "surface of any permanently constructed object"?

RESIDENTIAL EXCLUSION - I believe the light timing By-Law must be extended to cover residences beyond merely the single family type. Certainly duplexes, i.e. two family homes such as those on School Street between Parker and Gioconda are indistinguishable from single family homes for the purposes of your By-Law. I agree that large apartment/condo complexes might have illuminated parking lots similar to commercial retail or manufacturing establishments, and you might want to regulate any such lot lighting. But entrance illumination for apartments that is similar to motion sensitive entry and perimeter lighting for single family homes seems to me to be deserving of the same exclusion, although I agree that is more difficult to define.

Good luck! You are certainly getting some extensive experience in municipal law making.

Regards,
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