



CITY OF GLOUCESTER
PLANNING BOARD
June 20, 2019 – Meeting Minutes
6:00 P.M.

Kyrouz Auditorium - 9 Dale Ave, Gloucester
Richard Noonan, Chair

Present Members: Rick Noonan, Chair, Henry McCarl, Jane Remsen, Jonathan Pratt, and Beverly Bookin.

Staff: Gregg Cademartori, Planning Director

I. BUSINESS

- 1. Call to Order with a Quorum of the Planning Board**
- 2. Introduction of Planning Board Members and Staff**
- 3. Public Comment** – there was no public comment.

II. PUBLIC MEETING

- 1. Presentation by Sam Cleaves, MAPC Regional Planner, on the updating process of Gloucester’s Multi-Hazard Mitigation Plan**

Mr. Cleaves described the hazard mitigation planning process that is prescribed by FEMA. These plans are required to be eligible for Pre-Disaster Mitigation funding for projects that will increase the community’s resilience to natural hazards. The City had a plan that recently expired and this will be an update to the effort. The intention is to complete the plan by the early fall to be eligible for the next round of funding infrastructure projects. Mr. Cleaves indicated they will complete a redraft of the plan and return to the Board and could answer any questions they might have.

Mr. McCarl asked if the plan would consider transportation routes. There have been several recent examples where travel around Cape Ann during emergencies has been compromised. He wondered if there would be consideration of a by-pass route through the industrial park and other needed redundancies. If it is not currently being considered, he believes it should.

Mr. Cleaves indicated that the plan will also draw from the City’s work on Climate Change and resilience planning, in which vulnerabilities in the transportation network have been highlighted. Mr. Cleaves thanked the Board for the time on the agenda.

- 2. Form A Application**

Application submitted by Sarah Campbell, **71 Norwood Heights, and 92 Leonard Street**, to adjust one lot lines (Assessor’s Map 182, Lots 4, and 42).

Motion that the Subdivision Control Law does not apply to the application submitted by Sarah Campbell, 71 Norwood Heights, and 92 Leonard Street, to adjust one lot lines (Assessor’s Map 182, Lots 4, and 42), was made by Mr. McCarl, second by Ms. Bookin, Vote (5-0). Motion carries.

III. EXECUTIVE SESSION

Discussion of pending litigation at **4 -6 Stanwood Point** (Assessor's Map 230, Lots 69 and 163).

Motion to move into executive session for the referenced purpose was made by Mr. McCarl, second by Ms. Remsen, Vote (5-0) motion carries.

The Planning Board entered into executive session to discuss the matter and returned to the regular meeting. No motions or votes were taken.

Motion to move out of executive session was made by Ms. Remsen, second by Ms. Bookin, Vote (5-0) motion carries. The Planning Board returned to the public meeting.

IV. RESUME PUBLIC MEETING

1. **Form A Application**

Application submitted by Stanwood Point Development LLC to re-divide two lots into three lots at **4 - 6 Stanwood Point** (Assessors Map 230 Lot 69 and 163).

Attorney Meredith Fine, representing Stanwood Point Development LLC presented a history of the property. She indicated that she and the applicant were thankful for the approach taken by planning staff to come to a compromise. The approval of this plan will settle the litigation on this matter (see attached Settlement Agreement) and she believe the Planning Board would be pleased with the limited development that will result.

In consideration of the additional terms and agreements made and Signed June 20, 2019 (see attached): Motion the Subdivision Control Law does not apply to the application submitted by Stanwood Point Development LLC to re-divide two lots into three lots at 4 - 6 Stanwood Point (Assessors Map 230 Lot 69 and 163), was made Ms. Remsen, second by Ms. Bookin, Vote (5-0). Motion carries.

V. OTHER BUSINESS

1. **Approval of Outstanding Minutes – April 4, 2019, and April 18, 2019**

Motion to approve the minutes of April 4, 2019 was made by Mr. McCarl , second by Ms. Bookin, Vote (5-0).

Motion to approve the minutes of April 18, 2019 was made by Mr. Pratt , second by Mr. McCarl, Vote (6-0).

2. **Matters not Reasonably Anticipated 48 hours prior to the scheduled meeting. No additional matters were discussed.**

VI. ADJOURNMENT

Motion to adjourn was made by Mr. McCarl and seconded by Ms. Remsen, Vote (5-0).

COMMONWEALTH OF MASSACHUSETTS
DEPARTMENT OF THE TRIAL COURT

ESSEX, ss.

CIVIL ACTION NO.: 1577-CV-017072015

STANWOOD POINT DEVELOPMENT, LLC,)
)
 Plaintiff)
)
 v.)
)
 PLANNING BOARD OF GLOUCESTER and)
 CITY CLERK OF GLOUCESTER,)
)
 Defendants)

SETTLEMENT
AGREEMENT

This Settlement Agreement ("Agreement") is made this ~~20th~~^{26th} day of June, 2019, by and between Plaintiff Stanwood Point Development, LLC ("Stanwood"), Defendant Planning Board of Gloucester ("Planning Board") and Defendant City Clerk of Gloucester ("City Clerk"). The parties hereby agree to the following:

1. The Planning Board shall forthwith endorse the plan prepared under the auspices of G.L. c. 41, s. 81P, entitled "Plan of Land Located at 6 Stanwood Point in Gloucester, MA, prepared for Stanwood Point Development, LLC, Map 230, Lots 69, 169 – BK 34046 PG 269," dated March 12, 2019, prepared by County Land Surveys, Inc. (the "ANR Plan"). Such endorsement shall take place on or before July 12, 2019.
2. The endorsed ANR Plan shall be placed into escrow. The Escrow Agent shall be the City Solicitor. The Escrow Agent shall be instructed to deliver the endorsed ANR Plan to Stanwood after the expiration of the 60 day appeal period in the event no appeal has been filed. If an appeal is filed, Stanwood shall, within ten (10) days after first becoming aware of it, notify the defendants whether it wishes to record the ANR Plan. If Stanwood states that it wishes to do so, the Escrow Agent shall release the ANR Plan to Stanwood; if Stanwood states that it does not, the Escrow Agent shall destroy the ANR Plan, and it shall have no further force or effect, and no evidence concerning it shall be offered in the trial of the above-captioned matter.
3. Stanwood shall prepare a Stipulation of Dismissal ("Stipulation") with prejudice and without costs, which shall be executed by all parties to the instant matter prior to July 12, 2019.
4. The Escrow Agent shall hold the executed Stipulation until the ANR Plan is delivered to Stanwood. Within five (5) business days after such delivery, the Escrow Agent shall file the Stipulation with the Essex Superior Court. If the ANR Plan is destroyed pursuant to ¶ 2,



above, the Escrow Agent shall destroy the Stipulation at the same time.

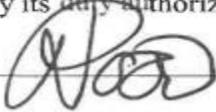
5. Stanwood shall thereafter be eligible to apply for building permits to develop any use allowed by the Gloucester Zoning Ordinance on Lots 2A, 3A, and 3B as shown on the ANR Plan. Neither the Planning Board nor the City Clerk will oppose such applications. The parties acknowledge that the Gloucester Building Commissioner, Fire Department, Conservation Commission, Department of Public Works, and the City Engineering Department have an independent authority to issue or deny the applications for buildings permits. However, the Planning Board and the City Clerk represent that Lots 2A, 3A, and 3B each has the required frontage and area to meet the legal requirements of the Gloucester Zoning Ordinance.

6. Simultaneously with the recording of the ANR Plan, and prior to the transfer of Lot 2A, 3A, and/or 3B, Stanwood shall record a covenant in terms reasonably acceptable to the defendants' counsel, benefitting the City of Gloucester, prohibiting any further division or subdivision of the land shown on the ANR Plan so as to create a fourth lot.

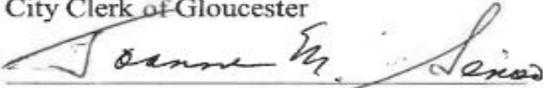
7. Simultaneously with the recording of the ANR Plan, and prior to the transfer of Lot 2A, 3A, and/or 3B, Stanwood shall prepare and record a homeowners' association trust declaration in form reasonably acceptable to the defendants' counsel incorporating an obligation on the part of the owners of such lots to maintain in its now current condition the gravel road (which would include plowing and adding and or subtracting gravel and resurfacing as needed) shown on the ANR Plan to the reasonable satisfaction of the Gloucester Department of Public Works.

8. This Agreement shall not be recorded at the Essex County Registry of Deeds.

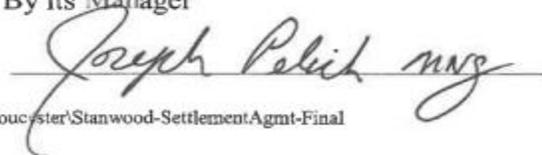
City of Gloucester Planning Board
By its duly authorized Chairman,



City Clerk of Gloucester



Stanwood Point Development, LLC,
By its Manager



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