

CITY COUNCIL STANDING COMMITTEE
Planning & Development Committee
Wednesday, April 4, 2012 – 7:00 p.m.
1st Fl. Council Conference Room – City Hall
-MINUTES-

(Items May be taken out of order at the discretion of the Committee)

Present: Chair, Councilor Bruce Tobey; Vice Chair, Councilor Greg Verga; Councilor Jacqueline Hardy;

Absent: None.

Also Present: Councilor LeBlanc; Councilor Cox; Linda T. Lowe; Suzanne Egan; Alan Hagstrom; Jim Duggan; Gregg Cademartori; Mark Cole

The meeting was called to order at 7:01 p.m. There was a quorum of the City Council.

1. Memorandum from General Counsel re: Pavilion Beach Easement (Cont'd from 3/21/12)

Suzanne Egan, General Counsel related that at the last P&D meeting, the Committee asked for additional language be included into the agreement that ensured the City would not be waiving any of its rights as to asserting any additional claims at a later date of its rights to adverse possession or any claim of ownership over Pavilion Beach. She noted the copy received by the Committee the previous day of the updated draft easement agreement (on file). The requested changes are: In paragraph 3 of the agreement the previous language regarding coastal structures or any improvements to the beach and whether those structures would interfere with the City's right to use the public beach. So language was included that states in the second to the last sentence: "any such coastal structure, facility or other improvement permitted by the Commonwealth pursuant to c. 91 and regulations thereunder and by the City acting by and through any of its boards, commissions and agencies shall be presumptively deemed to not prevent such public access and/or use." The prior language said, "or the City" which meant that either if it was permitted by the State or the City it would be deemed not to prevent public access. It also stated, "Conclusively deemed not to" and they said "presumptively". Presumptively means it is presumed that it will not but you can overcome that burden if you have the correct facts. Councilor Tobey added that the burden would be on the City to which Ms. Egan assented. The second change is in paragraph 4 in the last sentence regarding the obligations of the landowner and what the landowner is acknowledging: "the landowner acknowledges that by entering into this agreement the City has not waived or relinquished any claim of right or interest that the City may have in the property whether by prescriptive or adverse use or legislative action or otherwise or of the City's ability to assert and defend the right of the public to use the property as it has customarily been used." That was the language that they had discussed at the last meeting regarding prescriptive or adverse possession claims. Additional language of the legislative action relates to an issue that has been raised by the layout of Commercial Court and how it was laid out to the low water mark; it was later abandoned and discontinued by the City until the high water mark. There is an issue of a 20 ft. wide way between the high and low water mark. That is just preserving the rights the City may have to assert at a later date. **Councilor Verga** commented about the personal injury claim against the City in the 1990's related to Pavilion Beach; and Attorney Joel Favazza of Seaside Legal Solutions submitted a memo to the Committee (on file) making points about actual ownership. He commented that the assertion made by Mr. Favazza is that the City already owns the beach so why are they asking permission to use it. **Ms. Egan** had also read Mr. Favazza's memo. That is where the "notion" of Commercial Court came from. That issue was raised about a way that had been laid out and then discontinued regarding a 20 ft. wide strip between the high and low water mark. That language in the easement, additionally, deals with that. It says if the City is going to assert any rights to that they can. Mr. Favazza's letter stated the City already owns the beach. There are records in the archives that the City has used it continuously since the 1800's or even earlier than that; which has been the City's position all along. But there is also the issue whether the City has a deed, title to the land. The City claims it has ownership of the beach because of its use but then the owners, the entities who hold a deed to it, are entities other than the City. So there is a conflict there. To assert ownership completely, a quit claim, a warranty deed, for ownership, one needs a piece of paper. That is what the City doesn't have. The issue is to whether they've used it; it has been used as though owned by the City; that is the crux of the issue. They know there is some sort of conflict/vagueness about that issue. Mr. Favazza's research confirms her own on the matter. The City has done a title search back to the 1820's looking for some sort of deed that shows the City owns Pavilion Beach but has found none.

Councilor Verga asked about a legal action from the 1990's. Councilor Tobey stated when he was Mayor there was a well publicized incident where a local woman walking on Pavilion Beach and stuck by a needle in the sand.

She brought legal action against the City which he recollected there was a settlement paid. **Ms. Egan** stated her assistant looked into this matter; and found no papers on it in Legal Counsel's office records or on their computers. The City's insurance company does not have any records on it; but they have gotten the name of the law firm but haven't had an opportunity to contact them. **Councilor Tobey** recalled the City paid the settlement and stated it could be argued a tenant could be liable for an incident on a property and so the insurer would make payment for a claim but this wasn't positive that way. It was positive against the City as the owner for negligence in care and custody of the beach. He wondered what had changed in 20 years. **Ms. Egan** responded she was unfamiliar with that case. **Councilor Verga** clarified that at that point no one went to the abutters and said this is your section of the beach and they went directly to the City and the City proceeded as if it was unquestionably its beach through the insurer. **Councilor Hardy** asked what bearing the easement had, if any, on the pending Commercial Street Hotel Overlay District proposal; is there any affiliation. **Ms. Egan** responded, "No". **Councilor Hardy** then asked who pays the taxes on the beach portion of what is in front of the Commercial Street property right now. **Ms. Egan** explained that question was posed to the Assessors who informed her they treat it as one parcel. **Councilor Hardy** asked if the property tax being assessed on all of the square footage including the entire beach to low water. **Ms. Egan** believed it was but was not positive it was to low water. It is the assessors map and lot that is shown and is what it is being assessed on. **Councilor Hardy** stated it is important as there is a high water definition and a low water definition which is "a lot of beach". **Councilor Hardy** asked if copy of deed was available for the Council to view for 47-61 Commercial Street. **Ms. Egan** would make it available to the Council. **Councilor Hardy** expressed concern with the second "Whereas" clause of the grant of easement which states, "Whereas the landowner is the owner of a certain parcel of beach and tidelands (the "Property") located between Gloucester Harbor and the improved uplands at 47-61 Commercial Street, Gloucester, Essex County, Massachusetts; and shown as the "Property" on the sketch plan entitled "Exhibit to Accompany Agreement Between Beauport Gloucester, LLC and the City of Gloucester" dated February 17, 2012 made by Beals Associates, Inc. (the "Plan") attached hereto as Exhibit A." The City is acknowledging that Beauport Gloucester LLC is the owner in that paragraph. The Councilor didn't see that there is language that lets the City "off the hook". She stated her belief there should be something there that says, "Based on the uncertainty of ownership of a certain parcel of beach and tidelands" rather than the City acknowledging that Beauport Gloucester LLC is the owner in fact because she, too, believes the City owns the entire beach. She didn't want another landowner in the future pointing to this document saying the City acknowledged others were the owner of the beach, and that they own it which is her greatest concern. The Councilor also expressed some confusion where the term "the property" is used in the easement document and asked if it is referring to the beach or the upland property. **Ms. Egan** agreed it does go back and forth making the distinction between the two aspects of the property. **Councilor Hardy** and **Ms. Egan** discussed the site plan referenced in the second paragraph stating it as the property as shown on the "sketch plan". **Ms. Egan** assured that "sketch plan" would be attached in the actual easement. **Councilor Hardy** asked for the complete document as it would go forward expressing concern that there have been times when different maps are attached and asked that the map that accompanies the easement always accompany any draft or final copy. The Councilor summarized she wished to know more about the taxes, see a copy of the deed and more about whether the language in paragraph 2 can be more in the City's favor for future use. **Councilor Tobey** read paragraph five, "No other rights to use the Property of the adjacent uplands are being granted, including, but not limited to, any rights by implication or necessity." He understood that the City got no grant of easement to cross this site to get to the beach, which **Ms. Egan** confirmed. The Councilor continued that notwithstanding the fact that historically it has for a long period been used for that purpose, and the City is not being given that either. **Ms. Egan** stated, "No."

Regarding Paragraph 3 which refers to "coastal structures, facilities or other improvements...." **Councilor Tobey** stated that could mean anything – a boardwalk, a fixed pier, and cabanas. **Ms. Egan** agreed it could. The Councilor posited a temporary cabana or changing area didn't need a c. 91 license. He stated that hypothetically if the Hotel Overlay District was approved and a hotel was built; the hotel could pitch tents. **Ms. Egan** responded that it would be only to the extent that any other person could who uses the beach. There are City rules and regulations that govern the use of public beaches. She, too, could put up a cabana, if that is permitted; and if she could, so then could the hotel. A structure used over several days would have to be permitted. If there was a special permit granted for the hotel, within that permit, the Council, as the permit granting authority, could put in conditions and conditions of use of the property, and how it would affect the beach. It doesn't have limits on the structures. The special permit can have a condition that there shall be no temporary structures permitted.

Councilors Tobey and **Verga** had checked the property assessments on line during the meeting and found for tax purposes that 47 Commercial Street is listed as 1.76 acres. **Councilor Tobey** asked if this includes any of the beach. **Ms. Egan** didn't know for a fact. Attorney for Beauport Gloucester, LLC, **John Cunningham** didn't know either. **Councilor Tobey** commented one could say they have an easement for the public use to continue versus the City

owning it; and hence the basis for public use to continue. He asked if there was any difference in the quality of the rights the City has one way versus the other. **Ms. Egan** stated if the beach was owned by the City it would be exclusively owned by the City. It is a possession. Ownership is the absolute power over a piece of property, complete possession. The next is an easement to use. **Councilor Verga** asked about Paragraph 5 points out a distinct absence of access to the beach. This is only an easement to use the beach. **Ms. Egan** responded that sentence is in the document which says that they don't have any legal right. This document does not grant any additional prescriptive rights across the property. If the issue were can the public continue to cross the property will there be public access across that property to the beach once the hotel is there would they put up barricades and say the public cannot cross the property or charge for that access; that is an issue not included in this document. This is just the prescriptive rights to the beach. **Councilor Verga** expressed his opinion the access goes hand-in-hand; historically it was assumed the City owned the beach and had the OK to cross the property to access the beach. They're not addressing that crossing; they're relinquishing it. **Ms. Egan** agreed in this document they did not address access. **Councilor Verga** continued that even though adverse possession, he thought applies here because it's been 150 years of open public use without anyone stopping the public; there has never been any stopping of the public for access to the beach by the landowner(s). **Ms. Egan** stated it is a complicated process. If the City has an easement, then they do know; there is certainty. This is one portion of Pavilion Beach. When speaking about asserting a claim for adverse possession there is uncertainty there. You're asking a judge to make a decision, and while the City believes it would prevail; there are no guarantees. As a compromise, with the easement you are giving up that uncertainty. The Town of Swampscott litigation granted the Town prescriptive rights to use a beach. A municipality goes through a lengthy trial; and if the City was granted it, as Swampscott was, it is a risk to be taken. Swampscott ended up with prescriptive rights. The deed is now subject to the use of the public. **Councilor Hardy** asked if it included the use of the entire beach. **Ms. Egan** confirmed that it did. **Councilor Verga** stated it is similar; they should review what the evidence that Swampscott presented. **Ms. Egan** stated they did assert that this beach was a City public beach.

Mr. Cunningham, commenting on the coastal structures issues, stated it is a highly regulated area. Any kind of coastal structure, seawalls, and public access ramps, stairways from Fort Square, or out of a special permit in a hotel situation is subject to multiple permits because it is a wetland area which the Conservation Commission (ConCom) regulates, as well as it is within c. 91 jurisdiction and also the City Council Special Permit under GZO Sec. 5.5.4 lowlands would apply. As to the point of access, there is access to Pavilion Beach through a set of stairs off of Fort Square. That [access point] would continue and access through Beach Court or from the Boulevard at low tide around the Tavern. **Councilor Tobey** asked if he agreed that this is a matter separate and distinct from the proposed Hotel Overlay District. **Mr. Cunningham** agreed. **Councilor Tobey** asked because the conceptual drawing did include a pathway to the beach. **Mr. Cunningham** stated that is what they planned to do, and that they would expect the Special Permit would include that. It also shows the stairway from Fort Square and anticipates that only at the first stages; there would be a seawall that could also include public access across the site. He realized this doesn't strictly bear on this document; but it is the place where they get close. **Councilor Hardy** asked who owns the stairs from Fort Square. **Mr. Cunningham** thought that was ambiguous as were most of the title issues. **Councilor Hardy** commented it is a small sliver but not annexed to the property.

Councilor Tobey expressed his gratitude to Ms. Egan for all her work and to the property owner for bringing this easement forward and for as far as its come. However, the Councilor was not all comfortable with this. He explained he had consulted with half a dozen lawyers on this; and that another reason for his lack of comfort goes back to what he has seen as a person who lived and worked in the City for 28 years believing that this beach was City property. It was only through Mac Bell when he acquired the property that the beach went with the property. They are here now with this playing out against the separate issue of the HOD. He expressed it was important that the two matters be "de-linked" It was the consensus of the lawyers he spoke to that this is coming at the Council backwards. Begin with the fact if they were to prove this and then claim ownership by adverse possession they "shoot" themselves by accepting this document and by calling Beauport Gloucester LLC the owner of the parcel. He would instead support that this should be a quit claim deed wherein Beauport Gloucester LLC relinquishes any claim it has to the beach. They should work it out through a quit claim deed wherein Mr. Cunningham's client would give up any claim to the beach, and use it as any member of the public; and the City agrees they would not interfere with the upland property owned by the attorney's client. That captures the best interest of the City of Gloucester and its people. During the previous Council the O&A Committee initiated this conversation with O&A's Vice Chair Councilor Anne Mulcahey and himself. **Councilor Verga** agreed with Councilor Tobey and was not ready to support the easement stating there is so much ambiguity. The next step is for the City to assert its right. A legal case would help the City too, in his estimation. He also appreciated the work Ms. Egan did, but that there was more to be done. The assumption of the City is that the beach is owned by the City. A quit claim method is the

most logical. **Councilor Hardy** believed the City would be well served by hiring an expert to search for the deed. When they are at the point to obtain the property through the Courts she wished to see the City hire a legal expert to do it to free General Counsel from that burden and hoped the City would make the investment soon. **Councilor Tobey** discussed with the Committee their next step as a Committee was to make a motion to carry this matter forward to the Council or continue this for further discussion. **Councilor Hardy** moved the question although she stated she would not support the easement as presented.

MOTION: On motion by Councilor Hardy, seconded by Councilor Verga, the Planning & Development Committee voted 0 in favor, 3 opposed to recommend that the City Council advise the Mayor to accept the Grant of the Easement for Pavilion Beach as set forth in the April 3, 2012 easements proposal from Beauport Gloucester, LLC.

2. CC2012-012 (Tobey) General Counsel & Planning Director re: legal constraints governing the redevelopment of the I4-C2 parcel and measures Council would need to initiate to seek lifting those constraints

Councilor Tobey spoke of the Council presentation regarding the legal constraints governing the redevelopment of the I4-C2 parcel which narrowed the issue for the Committee as to what the City's options are to remove or ameliorate the standards of the DPA as it relates to the parcel.

Ms. Egan stated as discussed at the 3/27 Council meeting, the City Council has the ability to petition the CZM to request a boundary review to change the boundary of the DPA and remove the parcel from it. The procedure is to file the application with CZM with documentation and public hearings held in that regard. **Councilor Tobey** noted another way would be by a special act of the legislature. The Harbor Plan process is not a vehicle where the boundaries of the DPA can change as both Ms. Egan and Planning Director, Gregg Cademartori agreed. **Councilor Tobey** had read the Mystic River boundary decision and the East Boston case also (on file). He conversed with Tom Skinner (CZM Director) and Bob Duran (Secretary of Environmental Affairs) who wrote and signed those decisions of CZM. It was their "firm conviction" given the characteristics of I4-C2 and its location and character of the sites surrounding it the odds having it removed from the DPA from an administrative approach was little to none. **Mr. Cademartori** thought that a fair assessment. The presumptive ineligibility criteria are the first set of hurdles. You can always petition CZM but if you fall afoul of one of the four criteria, then the parcel wouldn't be eligible for boundary review. It is a fairly limited scope that the CZM Director has to make a determination. There are criteria they then look at for a parcel is eligible for boundary review. The decision is then whether it should be maintained within the DPA. He stated they would find that this parcel would satisfy those criteria, but it is not his decision. **Councilor Verga** asked about whether this is a vote of the Council which the Chair stated it would; and then it would go to the General Court to be resolved. If the legislation is approved, then the single site would be removed from the DPA. **Ms. Egan** stated that is part of what happened in the case of Mystic River. **Councilor Tobey** commented if the P&D Committee were to report back to the Council the way to remove the parcel from the DPA is to petition the General Court seeking a special act they would be on the right path. **Councilor Hardy** moved and **Councilor Verga** seconded for the Committee's recommendation to Council. **Councilor Tobey** expressed this was the right approach to handle the property, enabling them to focus their efforts elsewhere on the marine/industrial port revitalization. He added also that through the efforts of Councilor Hardy and the Administration to engage the owner and landlord of the State Fish Pier, the Mass Development Finance Administration has come to fruition. The Senior Vice President for Asset Management of the MDFA, Marguerite Debby, is a highly skilled and accomplished professional who gets things built. She will be before the Council to seek community and MDFA collaboration to grow the State Fish Pier as a hub of a marine/industrial resurgence in the City which, in his opinion, was being strategic; focusing on a site with a landlord as a prospective investor and partner. He would support this motion.

MOTION: On motion by Councilor Hardy, seconded by Councilor Verga, the Planning & Development Committee voted 3 in favor, 0 opposed to recommend that the City Council and the Mayor are to seek special legislation to remove the parcel known as I4-C2 (65 Rogers Street) from the Designated Port Area (DPA). General Counsel is requested to prepare appropriate language to be forwarded to the General Court.

3. CC2012-009 (Tobey) The Administration, P&D and the EDIC prepare an inventory of vacant commercial buildings (Cont'd from 03/07/12)

Councilor Tobey explained this is a follow up discussion from the Committee's March 7th meeting. **Alan Hagstrom** stated that he had a 160 property owners who are either owners of vacant land or land with buildings on them which might be applicable; he will send direct mail to these business people with a short questionnaire and ask that they contact him. He would meet with anyone who contacts him, make notes on that meeting, and get a compilation of these responses. **Jim Duggan**, CAO stated with Mr. Cademartori's help, they went through four different zoning areas; GI MI, EB, BP; and looked at 5,000 sq. ft. with a building on it, and a .10 acre minimum. As they develop their Economic Development staff, they would look at the gaps and work it into the Central District, the downtown; and reach out and aggressively market the property owners. **Councilor Tobey** asked what questions would be asked. **Mr. Hagstrom** submitted his letter he drafted (submitted and on file). **Councilor Tobey** asked how they would accomplish the outreach. **Mr. Hagstrom** responded that the property owners would email or call him. **Mr. Cademartori** stated if someone had available space, they developed a web page for business development connected to the Registry of Deeds, and where a property owner can input property into their database; it is a specialized listing service to gain exposure and have all the properties cataloged. It should also show the offer to give them visibility from the City's website. **Councilor Tobey** noted that the Administration has an RFP out to get a marketing company on board. He wished to see a proactive campaign that uses what an expert thinks to get the message out to the world beyond Cape Ann, suggesting possibilities such as a radio campaign, signage, signage at Logan Airport, etc. He asked they think about it as they go forward. The Councilor expressed his appreciation for their moving this effort along as much as they did. **Councilor Verga** thought that it was a great idea but asked it be in a concise package to help point folks to Gloucester. **Mr. Duggan** stated there are 551 total properties, and 142 owners with 27/28 of those owners being multiple property owners. Part of the outreach should be to see what the potential is; and what is the status of the properties is as well. **Councilor Verga** asked if there were all vacant properties included. They want to be sure they're aware of this service. Councilor Tobey believed they were working together in a positive way. He asked to see data when they next meet and clarity on the marketing aspect.

This matter is continued to May 16, 2012.

4. Memorandum from Environmental Engineer re: National Grid Electrical Easement at the Water Pollution Control Facility (Cont'd from 03/21/12)

Nathan Desrosiers, CDM Smith (Engineer on the project) stated NG has come out to the Water Pollution Control Facility at 50 Essex Avenue running new power lines to the plant as part of the new project, an \$11 million upgrade to the plant. The electrical work includes a redo of the whole plant's electric system. They need to run conduits into the plant to tie in and make the switch over to minimize the down time to the plant. NG is looking for an easement into the new location. **Councilor Hardy** asked if there is any green energy credits involved. **Mr. Desrosiers** stated there is not; it would have had to have been incorporated into the design. In future projects they could incorporate it. The work is already in process. **Councilor Tobey** stated that the City would be well advised by CDM to amend the scope of the project so that there is a much more aggressive review of green energy opportunities that could be explored; like wind energy from small turbines as well as solar fields and doing something with the sludge to generate methane. He urged them to recommend that to the City vigorously and follow up on this to see the plant become cutting edge. **Councilor Verga** agreed and that all he saw in Europe recently was turbines and solar panels. They should make it happen. **Councilor Tobey** thought CDM had the capacity to model paybacks, solar being very cost effective. **Mr. Desrosiers** stated the area doesn't have capacity at the site for a large solar panel array, and it is surrounded by wetlands making permitting very difficult. He would, however, bring it up to Mr. Durkin when he returns from parental leave. **Councilor Hardy** asked about the proposed location of the second transformer. **Mr. Desrosiers** confirmed its location and pointed it out to **Councilor Hardy** on the submitted map and confirmed that confirmed it is on the roadway and would be above ground. There are plans for bollards to protect it from traffic. **Linda T. Lowe**, City Clerk commented the Council is waiting for a recommendation from the Land Disposition Committee as required by City ordinance. **Mr. Cademartori** stated this made its way through the Mayor's Report. He did poll the LDC members, and no one had an objection to the easement. The recommendation is to move forward with the easement. He would put it formally in writing. **Councilor Tobey** stated they would move forward with it then. **Councilor Hardy** stated the City needs them to apply for permits and easements. This doesn't give them a right to not go through the proper channels and asked the word be passed along.

MOTION: On motion by Councilor Hardy, seconded by Councilor Verga, the Planning & Development Committee voted 3 in favor, 0 opposed to recommend to the City Council pursuant to GCO Sec. 2-3(2)(d) to grant an easement at the City Water Pollution Control Facility at Essex Avenue #50 as provided in the

easement documents dated February 2, 2011 and as shown on National Grid Plan WR #9651816 dated 11/29/2010 and as shown on Plan attached thereto drawn by D. Marceau to National Grid. National Grid is required to record the easement and plan with the Essex County Registry of Deeds.

5. SCP2012-002: Washington Street #834, GZO Sec. 183 & 5.13.7 (PWSF) Modifications

Attorney Ed Pare of Brown, Rudnick LLC, Boston, MA representing New Cingular Wireless PCS, LLC by AT&T Mobility Corporation stated that they were before P&D a few months ago and presented the application for their last LTE upgrade for which they are proposing to install three additional antennas in the steeple of the church. As part of the P&D's review, they had a site visit. The City retained an Radio Frequency Emissions expert who did testing at the site, Dr. Haes, who produced a report (on file). It states their emissions will comply with the FCC standards and will be significantly below the existing emissions are well below 1.6% of the maximum municipal emissions. Any additional LTE antennas add minimal emissions and will also comply with the FCC standards. He acknowledged the presence of Counsel for the church commenting they are finalizing their lease. This is their fifth of five sites they are upgrading and asked for the Committee's support. **Attorney Renee Longoria**, representing the Annisquam Village Church stated they were pleased with the site visit and hoped the lease they've countered with will be signed. The original agreement doesn't provide for the expansion of the equipment room and additional antennas. They are amending it now. **Councilor Hardy** commented it was at her suggestion at the urging of some of her constituents that they have Dr. Haes go out to the site and meet with abutters. They were pleased and impressed with Dr. Haes's report as well as the information provided on site was invaluable. Dr. Haes went to various sites in the neighborhood and did emission readings as well, at approximately 50 ft. and 100 ft. from the building. He answered all the concerns. She looked at the church to see that some of the previous conditions had been met. All conditions from previous permits have been met. She was able gain access to the church balcony for the first time. The pull chain for the pull-down attic stairs is too long; any small child could get to it. One of the conditions she would add to the permit is that is the pull down chain be no lower than 10 ft. from the floor in the church balcony. **Mr. Pare** agreed. They don't want anyone near their equipment or antennas otherwise. **Councilor Hardy** was unable to gain access into the equipment room that day but was told the equipment room would be expanding into the hallway which is next to the children's room. She asked that special fire suppression apparatus installed now that the room is being enlarged. She will also ask that here be a condition that a plan to install the fire suppression system be approved by the Building Inspector and the Fire Inspector for the City; and when the project is complete that they sign off on the project. This helps the building which is an old wood structure; and it is good for the community which is closely built. She expressed her full support of the permit modification and thanked Attorney Pare for his work and also expressed her appreciation for Dr. Haes's works as well.

MOTION: On motion by Councilor Hardy, seconded by Councilor Verga, the Planning & Development Committee voted 3 in favor, 0 opposed to recommend to the City Council to grant New Cingular Wireless PCS, LLC by AT&T Mobility Corporation a Special Council Permit (SCP2011-006) for a modification of an existing Personal Wireless Communications Facility pursuant to Section 5.13.7 and 1.8.3 to install three (3) new panel antennas (one antenna per sector), together with related amplifiers, cables, fiber and other associated antenna equipment including remote radio heads, surge arrestors and global positioning system antenna, for new network service upgrades with associated electronic equipment within AT&T's existing equipment shelter at the Third Annisquam Parish Church (a/k/a Annisquam Village Church) located at Washington Street #834, Gloucester, MA (Assessors Map #183, Lot #1) zoning classification R-20 (Residential) with the following conditions:

- That all previous Special City Council Permits continue in full force including but not limited to the global positioning system to be installed on the facade on the southwest side the building is not to exceed the height of the building where the system is located;
- The global positioning system and any attendant wiring or other necessary equipment associated with it will be painted to match the building;
- All associated equipment shall be housed within the AT&T's existing equipment room in the basement of the church and/or the expansion of the room as approved by the church;
- The equipment room, whether or not expanded, shall contain modern fire suppression equipment whose plan must be pre-approved by the Building Inspector and Fire Chief; and that the completion of said installation be signed off by same;
- The pull chain located in the choir balcony for the attic stairs be adjusted so that it is a minimum of 10 ft. from the floor;

- **And that the requirements of section 5.13.5.5(e) and 5.13.4.1 be waived as this is a modification of equipment constitutes a de minimus impact on the site;**
- **AND FURTHER TO ADVERTISE FOR PUBLIC HEARING.**

6. *Draft MAPC/City of Gloucester Report on the New Maritime Port Economy published 03/09/12*

Councilor Tobey asked would it be possible to have a presentation made at Council for a briefing to engage the community. **Mr. Duggan** asked when they wish to have it. **Councilor Hardy** suggested April 24th.

Councilor Hardy asked that the City Clerk's office be notified to schedule the presentation for April 24th.

A motion was made, seconded and voted unanimously to adjourn the meeting at 8:18 p.m.

Respectfully submitted,

Dana C. Jorgenson
Clerk of Committees

ITEMS/DOCUMENTS SUBMITTED AT MEETING:

- **EDIC letter to property owners from Alan Hagstrom**