



Town of Barnstable
Planning Board
Minutes
December 9, 2013

BARNSTABLE TOWN CLERK

2014 JAN 14 PM 2:48

Matthew Teague – Chairman	Present
Paul Curley – Vice Chairman	Present
Stephen Helman - Clerk	Present
Felicia Penn	Present
Raymond Lang	Present
David Munsell	Not Present
Patrick Princi	Present

Also in attendance were Art Traczyk, Regulatory Review Planner, and JoAnne Miller Buntich, Director, Growth Management Dept.

Approval Not Required Plans: *None*

Regulatory Agreement:

7:00 PM Continued Hearing

Regulatory Agreement No. 2013- 03

Hyannis Harbor Suites Hotel, LLC or Nominee & Harborview Hotel Investors, LLC

Regulatory Agreement No. 2013-03 is the application of Hyannis Harbor Suites Hotel, LLC or Nominee & Harborview Hotel Investors, LLC, seeking to enter into an agreement with the Town of Barnstable to construct and operate at 213 Ocean Street, Hyannis, MA a new four (4) story year-round hotel with up to sixty-eight (68) rooms, each room containing its own kitchen facility. This proposed hotel building is in addition to the existing 136 room Hyannis Harbor Hotel situated on the 3.4 acre lot. The subject property is located in the HD-Harbor District of the Hyannis Village Zoning Districts and is shown on Assessor's Map 326, Parcel 035.

The Regulatory Agreement seeks waivers from the Barnstable Zoning Ordinances, specifically:

Section 240-24.1.7.A – Harbor District, Permitted uses to allow hotel rooms with kitchens.

Section 240-24.1.7.C – Harbor District, Dimensional, bulk and other requirements, including maximum building height, to allow 4-stories where only a 2.5 story buildings are permitted, waivers of the 10-foot minimum side and rear setbacks, waiver of the 70% maximum lot coverage and waiver of the 10-foot front yard landscape setback.

Section 240-24.1.10 - Site Development Standards and Section 240-53 – Landscape Requirements for Parking Lots, including waivers from the following; the 6-foot minimum setback for parking lots, 10% interior parking lot landscaping, required minimum number of trees, dumpster setback from lot line and any other necessary relief.

Section 240-56 - Schedule of Off-Street Parking Requirements to allow a reduction in the required on-site parking.

In addition, the Regulatory Agreement seeks relief from the general ordinances of the Town, Chapter 112, Article III, Hyannis Main Street Waterfront Historic District seeking the Planning Board to act on behalf of the Hyannis Main Street Waterfront Historic District Commission.

- *Opened April 8, 2013, continued June 10, 2013, July 22, 2013, August 12, 2013, August 26, 2013, September 23, 2013, October 28, 2013, November 11, 2013, November 25, 2013, and to December 9, 2013 - Continued for; further updates and review of a Draft Regulatory Agreement*

Attorney Michael Ford in attendance for the Applicant. He gives a brief history of how the last hearing ended and what items needed to be addressed. They have a Draft Regulatory Agreement to be reviewed tonight (Exhibit A).

Stephen Helman reads Draft Regulatory Agreement, pg. 1 (Exhibit A), into record as follows:

REGULATORY AGREEMENT

HARBORVIEW HOTEL INVESTORS, LLC and NOMINEE
213 OCEAN STREET, HYANNIS, MA 02601

This regulatory agreement ("Agreement") is entered into by and between the applicants, Harborview Hotel Investors, LLC or Nominee, ("Applicant" and "Developer") and the Town of Barnstable ("Town"), a municipal corporation, on this ____ day of ____, 2013, pursuant to Section 240-24.1 of the Barnstable Zoning Ordinance and Section 168 of the Barnstable Code;

WITNESS:

WHEREAS, this Agreement shall establish the following: permitted uses, densities, and traffic within the Development, the duration of the Agreement, and any other terms or conditions mutually agreed upon between the Applicant and the Town;

WHEREAS, the Applicant owns the property at 213 Ocean Street, Hyannis, MA, consisting of 3.8 acres, shown on Barnstable Assessor's Map 326 as Parcel 035, title to which is recorded in Barnstable County Registry of Deeds Book 15837 Page 190; and is the named buyer in a Purchase and Sale agreement dated October 31, 2013, for the property at 24 Nantucket Street, Hyannis, MA, consisting of .18 acres, which is shown Barnstable Assessors' Map 326 as Parcel 33. Collectively, the two parcels are referred to herein as the Property; For purposes of this Regulatory Agreement, the "Property" does not include the existing hotel and it's operations currently located at 213 Ocean Street; the Applicant desires to develop the Property pursuant to this Regulatory Agreement;

Felicia Penn interjects/asks why the existing hotel is not included in this? So much is contingent on the existing property, i.e., the valet plan, parking, dumpster. She proposes/questions the inclusion of this information.

Matt Teague states that he wants it to be clear as to how we reference and clarify the site coverage so there is no confusion in the future.

Attorney Ford replies that the Applicant was trying to exempt the existing hotel bldg., not the site. This can be revised to clarify as such.

Ray Lang asks if the existing hotel could be sold?

Attorney Ford answers that he does not see how it could, unless it was subject to the Regulatory Agreement, but it is not a separate site/lot.

JoAnne Buntich suggests a plan view to show, indicate what the Regulatory Agreement affects and doesn't affect.

Matt Teague suggests that the Agreement be a description that the intent is to manage the site as it pertains to the additional use on the property.

Felicia Penn reads Draft Regulatory Agreement, pg. 2, paragraph one (Exhibit A) into record as follows:

WHEREAS, the Property is currently developed with 69.7% lot coverage (this excludes the pervious paver patio around the restaurant seating area); the Development will redevelop a portion of the Property currently used for parking; Proposed Lot coverage is 78.9% (this also excludes the pervious pavers). These figures also include the building footprints to account for the Nantucket Street lot.

Felicia Penn asks where the pervious paver is located? What does this include?

JoAnne Buntich answers they are excluded because the Building Commissioner and his determination of lot coverage says that any area that is covered with pervious pavers doesn't count towards the lot coverage.

Matt Teague suggests that this be changed to use the term impervious lot coverage.

WHEREAS, the Property is currently developed with 69.7% of impervious lot coverage ~~(this excludes the pervious paver patio around the restaurant seating area)~~; the Development will redevelop a portion of the Property currently used for parking; Proposed Lot coverage is 78.9% (this also excludes the pervious pavers). These figures also include the building footprints to account for the Nantucket Street lot.

Felicia Penn refers to same pg. 2, bottom of the second paragraph of the Draft Reg. Agreement (Exhibit A), she suggests that the last sentence be deleted.

WHEREAS, through the Regulatory Agreement process, including review of application materials, supplemental information submitted; discussions with the Town Manager and public testimony, impacts have been identified. These are: impacts to an already overloaded parking system in and adjacent to the Hyannis Harbor area; increased use of inadequate water delivery infrastructure on Ocean Street; and increased use of Bay Street by hotel clients. ~~The process has also shown that these impacts are not, in and of themselves, causing these systems to under perform.~~

Felicia Penn refers to same pg. 2, paragraph 6, of the Draft Reg. Agreement (Exhibit A), suggests deleting last half of paragraph.

WHEREAS, the Applicant is willing to commit itself to the development of the Property substantially in accordance with this Agreement; ~~the Applicant desires to have a reasonable amount of flexibility to complete the Development and therefore considers this Agreement to be in its best interests; and~~

Matt Teague suggests this be revisited when reviewing the Conditions.

Matt Teague refers to same pg. 2, last paragraph and asks about/clarifies keeping the intent of this as a year round hotel, not some type of residence.

Attorney Ford confirms, yes, it will be a year round hotel.

Matt Teague reads Draft Reg. Agreement, pg. 3, (Exhibit A) as follows;

b. The Regulatory Agreement seeks waivers from the Barnstable Zoning Ordinances, specifically in reference to the following sections:

- i. Section 240-24.1.7 (A) Harbor District, (1) Permitted Uses, (j) Hotel
 - o Applicant seeks waiver to allow hotel rooms with individual kitchen facilities.
- ii. Section 240-24.1.7 (C) Dimensional, bulk and other requirements
 - o Applicant seeks waivers with regard to maximum building height (proposed 4 stories (44 ft) where only 2.5 stories are permitted) , front, rear, and side-yard setbacks (waiver of 10 foot minimum); and maximum lot coverage (waiver of 70% requirement).

- iii. Section 240-52. Design and Screening standards. A.; Section 240-53. Landscape requirements for parking lots. B. (1) (2) (3); Section 240-56 Schedule of Off-Street Parking Requirements.
 - o Applicant seeks relief from applicable parking requirements as follows:
 - o Applicant seeks waivers with regards to parking lot landscaping of 10% and the waiver of the number of required trees. Parking lot landscaping (10% of the entire site or 6,082); Proposed is 4,898. Parking lot trees required (Parking lot of 177 spaces) 36 trees; Proposed 7.
 - o Applicant seeks waiver of parking-lot line to lot line (waiver of 6-foot minimum)
 - o Parking required is 1.2 spaces per unit (245) plus (1) for each employee in largest shift (12), or 258. Applicant provides 177 spaces, 204 with approved valet (1.0 space per unit).
 - o Applicant seeks waiver of parking space minimum dimension requirement allowing for smaller size spaces in certain areas on the site.
 - iv. Dumpster requirements:
 - o Applicant seeks waiver of minimum setback for dumpster(s) locations to lot line
 - v. Article LX Hyannis Main Street Waterfront Historic District Ordinance:
 - o Applicant seeks waiver of requirement for a Certificate of Appropriateness from the HMSWHDC guidelines.
- Section 240-68. Signs in the MB-A1, MB-A2, MB-B and HD Districts. C.
- o Applicant seeks waiver to exceed the maximum square footage of 50 sq.ft allowed in the district. Applicant is seeking relief under the total allowable square footage in the HD District of 50 sq feet. Applicant anticipates proposing a 35 sq ft (7' Long by 5' high) wall sign for the North side of the building and a 16.5 square ft (11' Long by 1'-6" high) wall sign on the East side of the building.

Matt Teague asks what is the total lot coverage, total perimeter, is it 78.9%?

Attorney Ford answers yes.

Felicia Penn refers to Draft Reg. Agreement, pg. 3, number v, (Exhibit A) asks if this waiver should be eliminated?

Attorney Ford explains that the Planning Board wanted the Applicant to meet with the Historic District and get a recommendation. They did not get a certificate of appropriateness from them.

Matt Teague mentions that Historic didn't want the rooftop terrace.

Felicia Penn refers to Draft Reg. Agreement, pg. 3, number iii, third bulleted item (Exhibit A) "Applicant seeks waiver of parking-lot line to lot line (waiver of 6-foot minimum)" What footage is there?

Attorney Ford states that he does not know off the top of his head. There is a lot of non-conforming here now. He is pretty sure it isn't 6 ft.

Felicia Penn asks if there is any other sign to be located anywhere else?

Attorney Ford answers no new free standing signs, just two new wall signs on the bldg. itself.

Matt Teague continues reading of Draft Reg. Agreement, pg. 4 (Exhibit A);

2. The construction and operation of the proposed year-round hotel will result in the following economic benefits:
 - New year-round and seasonal employment, both full time and part time.
 - Increase in Town property tax revenue.
 - Increase in Town hotel room tax revenue.
 - Increase in year round commercial activity in the Harbor area

3. In accordance with Section 168-6, the Applicant, prior to being issued a building permit shall be required to pay mitigation sums to the Town of Barnstable to be used by the Town in its discretion for infrastructure

improvements including the extension of the water main on Ocean Street. The Applicant shall be required to pay \$50,000 toward the Ocean Street water main upgrade;

Applicant shall make payment to the Treasurer of the Town of Barnstable as directed by the Town Manager's office.

Matt Teague asks if there can be some type of range regarding the numerical impact of economic benefits? Refers to pg. 4, no. 2, necessary to have information here, maybe list possible jobs.

Matt Teague refers to item 3, of the Draft Reg. Agreement, pg. 4 (Exhibit A). Questions the mitigation amount and the prior amount discussed of \$150,000.

Attorney Ford states there was 150,000 originally, but the cost of the additional property led to a re-negotiation of this mitigation amount. The Town Manager has reviewed this.

Felicia Penn states that she has a serious problem with this. The Applicant has 14 waivers, some are extremely important. They have a reduction in parking space ratio from the Building Inspector. The purchase of 24 Nantucket Street is a benefit for the owner, not the Town. She objects to the indication of \$50,000 mitigation investment. What is the Town getting in return?

Stephen Helman agrees with Felicia Penn. If there was a tentative agreement previously of \$150,000 what was done to have a loss of \$100,000?

JoAnne Buntich explains that the mitigation is negotiated by the Town Managers Office. In order to satisfy the parking requirements, this is where the transaction took place.

Stephen Helman comments that he understands the process, but he is not comfortable with the result of it.

Ray Lang states that he thinks the mitigation should be a Planning Board responsibility.

Paul Curley asks if there has been any discussion with the Town regarding the sewer?

Attorney Ford answers that there is plenty of capacity for the sewer.

Felicia Penn refers to the Planning Board Manual, Code of the Town of Barnstable, Regulatory Agreements, §168-5. Negotiation and execution of regulatory agreements. B., C., and D. (Exhibit B).

“B. Negotiation of the elements of a regulatory agreement between authorized parties (§ 168-4) and a qualified applicant shall be led by the Planning Board or its designee and shall include representatives from other municipal boards, departments and commissions where said joint participation will assist the negotiation process.

C. No regulatory agreement may be executed by the Town Manager prior to an affirmative, majority vote by the Planning Board and the Town Council recommending the execution of the regulatory agreement. When a waiver from zoning is allowed under the negotiated regulatory agreement, there shall be a two-thirds vote of the Town Council recommending execution of the regulatory agreement.

D. The Town Manager may make minor amendments to the regulatory agreement recommended by the Planning Board and approved by the Town Council and execute said regulatory agreement as amended, provided that such amendments do not alter the use, intensity or mitigation stipulations of the regulatory agreement. However, in no instance may the Town Manager make substantial amendments to the regulatory agreement recommended by the Planning Board and approved by the Town Council without first receiving written concurrence from the Planning Board and the Town Council and qualified applicant that said substantial amendments are agreed to.”

Felicia Penn states it does not indicate anywhere that the Town Manager has exclusive right to negotiate mitigation by by-passing the Planning Board. We are the negotiating authority for regulatory agreements.

Matt Teague comments that there should be some additional consideration for this, some further review of the mitigation package needs to be done.

Paul Curley asks for an idea of what it will cost to upgrade the water main?

Matt Teague refers to Master Plan, Sheet No. C3.0 Landscaping (revised December 3, 2013) (Exhibit C). Asks if there is any fencing to be placed where Nantucket Street is?

Ray Lang asks about the zoning of the parking lot and a residence being torn down? Is waiver needed?

Attorney Ford answers no waiver needed for this, hotels allowed in this zone.

Matt Teague suggests that all landscaped areas be fully irrigated, Nantucket lot as well.

Felicia Penn asks when parking lots redone will anything else be done to the parking lot from Ocean Street to Old Colony Road? There is no landscaping there now. It may be nice to have some planting here, some enhancement to this area.

Matt Teague agrees with this suggestion.

Matt Teague continues review of Draft Regulatory Agreement, pg. 5, (Exhibit A).

Felicia Penn points out a typo on pg. 5, numbered item 14 (Exhibit A);

Community Character – Proposed elevations attached for review, input and finalization from the Planning Board. Applicant has met with the Historic District Commission, who has given a positive recommendation with respect to the current design of the hotel as shown in the elevations prepared by Pro Con, Inc., dated May 24, ~~2103~~ 2013.

Felicia Penn refers to pg. 5 and 6, numbered item 16 (Exhibit A); Use – The new freestanding, (4) story hotel building on the Property shall be used as a hotel for transient rentals, operating year round. The hotel units shall not be used as dwelling units. None of the hotel units shall be marketed, transferred or sold as Timeshare Units as defined in G.L.c. 183B as the same may be amended. ~~These conditions and restrictions are not applicable to the existing hotel located at 213 Ocean Street...~~

She suggests removing the last sentence. Matt Teague and Ray Lang agree with this.

Felicia Penn refers to pg. 6, numbered item 17 (Exhibit A); Project construction shall commence no later than three (3) years from the finalization and approval of the Regulatory Agreement by the Town Council. Construction shall be completed within two (2) years of construction commencement date. ~~Applicant agrees no outside construction shall occur between July 1 and Labor Day in any year in which construction is on-going.~~

She questions why can't work be done through this designated time? She would hate to slow the project down.

Attorney Ford states that they can take out this restriction.

Matt Teague agrees with Felicia Penn.

Attorney Ford refers to pg. 6, numbered items 17 and 20 (Exhibit A). He suggests that a relationship be established between these two items in regards to the duration of the project.

JoAnne Buntich agrees as this relates to the Planning Board Town of Barnstable Code for Regulatory Agreements, Section 168-9, this is standard in contracts (10 year language). There is some homework that needs to be done between numbered items 17 and 20.

Matt Teague agrees the time limits and duration have to be addressed appropriately.

Matt Teague asks for public comment.

Peter Cross of 70 Highland Street in attendance. There is a dramatic increase of traffic on Highland Street due to GPS maps etc. He is concerned because this is a residential area. There is one speed bump at the Chase Street end. He's asking (in terms of mitigation) for an additional speed bump on Highland Street and directional signs for the intersection of Old Colony and Nantucket Streets and directional signs on Old Colony at the intersection of Nantucket Street and Bay Street that would direct people accordingly. He cautions that this is just the beginning, the buildings on Ocean Street are old and will most likely look for futuristic projects as well. His experience as a former member of the Hyannis Water Board and Chair, the last information he knew of was that water mains cost about a million dollars a mile.

Patrick Princi directs/asks Attorney Ford if we go back to the original \$150,000 for mitigation how would the Applicant feel about phasing into the mitigation?

Attorney Ford answers that he could check with his client on the phone now.

Ray Lang comments if it is true about water mains costing a million dollars, the hotel may have a larger stake. Suggests traffic plans in this area, maybe we have to fix things in this general area, this may be a good use for mitigation.

Paul Curley comments that his concern is coming up with some kind of objective way to put costs of mitigation into these agreements.

JoAnne Buntich directs to Paul Curley that this has been a concern for years. Impact fees have been looked into in the past, however this is the process that we are left with right now.

Felicia Penn agrees with Paul Curley that it would be nice to have some type of road map to go by. We need to take this opportunity to have the Applicant take a stand for this and be a leader, start a master plan with efforts going forward.

Matt Teague states the water issue will become a demand problem as things progress in the area. Developments and new uses create real estate taxes, impact fees etc. If this project is not done the water main doesn't get done either. He doesn't have a problem with the original \$150,000 mitigation over a 7 year time frame, in a controlled environment, done over time.

Felicia Penn suggest a 5 year time frame instead of 7, from the time of operation,

Matt Teague confirms/directs to Attorney Ford that it would be \$30,000 a year for 5 years from the time of operation.

Attorney Ford asks for a few minutes so that he can contact/phone his client regarding this issue.

Matt Teague obliges and has the Board take a 5 minute recess.

The Board reconvenes at 8:19 p.m.

Attorney Ford states that the mitigation suggested by the Chair and the Planning Board members over a 5 year period of time from the date of operation is acceptable by his client.

Matt Teague states that he would like to see a clean copy incorporating the revisions discussed of the Development Agreement (Exhibit A) at the next meeting.

Attorney Ford states that they will make the revisions.

Matt Teague entertains a motion to continue the hearing to January 13, 2014, at 7:15 p.m. moved by Ray Lang, seconded by Stephen Helman, so voted unanimously.

Subdivision – Definitive Plan Approval:

7:30 PM Continued Hearing

**Definitive Subdivision No. 819 - Maki Hill Lane, West Barnstable
Maki Realty Trust, Susan A Maki Trustee**

This is a continuation of the Public Hearing to consider Definitive Subdivision Plan No. 819 for Maki Realty Trust. The plan is entitled "Definitive Plan of Land in West Barnstable, MA "Maki Hill Lane" prepared for Maki Realty Trust, dated April 2, 2013. The plan proposes the division of a 6.94-acre parcel, now addressed 0 Oak Street, West Barnstable, MA into 3 developable lots and creation of Maki Hill Lane off Oak Street to serve the new lots. The subject property is shown on Assessors Map 215 as parcel 014-003.

- *Opened September 9, 2013, continued October 28, 201, and to December 9, 2013 - Continued for review of Homeowners Association documents and for rendering of a decision*

Attorney Kate Mitchell in attendance. She gives a brief history. She explains that the owner of Parcel B, 841 Oak Street does not want to agree to the original terms/plan for blocking off road or to Homeowners Association maintenance.

Dan Ojala, of DownCape Engineering in attendance. He refers to the revised plan, dated December 5, 2013, (Exhibit D). He points out the parcel(s) with the revision that's been made, dissolved Parcel B (841 Oak Street) into Maki Hill Lane.

Felicia Penn asks about/confirms that it's open here at the 841 driveway and Maki Hill Lane, no vegetation here?

Dan Ojala answers correct, no visibility issues.

Paul Curley asks about snow removal?

Dan Ojala answers that they have a Form S for maintenance. It will be private and maintained by the 3 owners using the road.

Attorney Mitchell adds that this is in the Homeowners Association.

Paul Curley states that there may be a conflict with the owner of the driveway and the maintenance of the road.

Ray Lang refers to revised plan (Exhibit D) is it a problem as to where the edge of the road is?

Dan Ojala answers that this will be a small slope.

Ray Lang asks who owns to the middle of the road in the subdivision?

Attorney Mitchell answers only the owners of the subdivision own to the middle of the road.

Felicia Penn refers to pg. 4, numbered item 7, of the Draft Decision, Notification of Approval of Definitive Subdivision Plan (Exhibit E), needs to be removed due to the change in 841 Oak Street;

~~Once Maki Hill Lane roadway is constructed, the existing curb cut and driveway on Oak Street that now serves the single family dwelling addressed 841 Oak Street, West Barnstable MA shall be closed and the parkway along Oak Street improved to match the remaining parkway. The 841 Oak Street dwelling is to be re-addressed on Maki Hill Lane. All work within the right of way of Oak Street shall be reviewed and approved by the Town Engineer prior to the commencement of work.~~

Art Traczyk confirms that he will remove the information relating to 841 Oak Street throughout this document (Exhibit E) accordingly.

Felicia Penn refers to same document, (Exhibit E), there is a typo on pg. 3, paragraph 5,:

The Board remarked about the completeness of the Project Maintenance Report submitted and suggested that the requirements be included in the Homeowners Association Regulations to assure the ~~draining~~ drainage is properly maintained.

Matt Teague asks for public comment. None.

Matt Teague refers to same document, (Exhibit E), pg. 4, Conditions and Restrictions, numbered item 5;

5. Once construction of the Way (including installation of utilities) is initiated by the clearing of the Way, the Applicant shall have 18 months to complete the construction of the roadway, site drainage and the installation of the common utilities.

He asks for confirmation that it will be 18 months? Will this start right away?

Art Traczyk clarifies that the 18 months timeline to create the way is from the time the way is started, the clearing.

Attorney Mitchell clarify's/asks about obtaining the as built information and timing of the top coat?

Art Traczyk comments that you can post security/bond. Which lot will be the first to be developed? The Building Commissioner will need this information?

Dan Ojala replies, likely Lot 2.

Felicia Penn refers to same document (Exhibit E) and clarifies that pg. 5, numbered item 11, covers surety information;

11. Developable Lots Numbered 1, 2 and 3, created by this subdivision, shall be held in covenant as surety for completion of the subdivision including construction of Maki Hill Lane and installation of all utilities. The lots shall only be released upon submission of as-built plans for the subdivision and issuance of a Certificate of Completion for the subdivision unless surety, in a form approved by the Town Attorney's Office and in an amount satisfactory to the Board's Engineer, is posted with the Town of Barnstable after consent of the Planning Board.

Art Traczyk confirms changes to be made to the Draft Notification of Approval of Definitive Subdivision Plan, (Exhibit E) for final, pg. 4, 5, numbered item 7, to be revised and to leave in last sentence;

7. ~~Once Maki Hill Lane roadway is constructed, the existing curb cut and driveway on Oak Street that now serves the single family dwelling addressed 841 Oak Street, West Barnstable MA shall be closed and the parkway along Oak Street improved to match the remaining parkway. The 841 Oak Street dwelling is to be re-addressed on Maki Hill Lane. All work within the right-of-way of Oak Street shall be reviewed and approved by the Town Engineer prior to the commencement of work.~~

He will strike any reference to 841 Oak Street, Lot B as being eliminated (partial B). Also note that the plan has been revised from the original.

Matt Teague entertains a motion to approve this Definitive Subdivision Plan under Conditions and Findings modified to remove any reference to 841 Oak Street and to remove Lot B that is no longer present on the plan dated December 5, 2013, so moved by Ray Lang, seconded by Stephen Helman, Paul Curley votes no. 5 yes votes, 1 no vote. The motion moves to approval.

Discussion: Continued discussion of the request made by Attorney Albert J. Schulz regarding 21 Indian Trail, Oyster Harbors, Osterville, MA. This is a request presented to the Planning Board to waive a notation made on a 1989 Approval Not Required (ANR) Plan endorsed by the Board on December 4, 1989.

- *First discussed October 28, 2013, continued to allow Attorney Schulz to discuss the matter with the Town Attorney's Office to determine what action and form of action would be appropriate for the Board to take to eliminate the Note contained on the December 4, 1989 ANR Plan endorsed by the Planning Board.*

Continued to January 13, 2014.

Discussion: Review and discussion of Planning Board's Subdivision Regulations and policies regarding requirement of sidewalks within proposed subdivisions. This discussion is at the request of the Chair.

Ray Lang explains and gives his opinion on sidewalk waivers. He hopes that if the Board were to allow an applicant to reduce the size of the road then they would have to install sidewalks. If the applicant does not want to install sidewalks, the Board should then look carefully at the waiver request to reduce the size of the road. He is concerned with public safety.

Patrick Princi comments that he thinks this should be looked at on a case by case basis. Some and most of the subdivisions that have been before our Board now are small, the larger subdivisions may have more of a need for sidewalks.

Paul Curley agrees with Patrick Princi, except he would rather see a waiver of pavement down to 16 ft. not be allowed, because there is limited space for traffic and there is no room for people to be walking and with snow it becomes problematic. He thinks Ray Lang's idea is good to be stated as policy.

Matt Teague explains the drainage and velocity calculation,. There has been a substantial amount of older drainage techniques that are low maintenance. Sidewalks can be a problem as far as maintenance goes. There needs to be a smart balance. It is something to be encouraged for urban ability.

Ray Lang comments that the sidewalks in several of some of the past subdivisions they have approved for sidewalks really makes a difference. It does dress up the subdivisions. There are many walkers. With narrow roads it is difficult for people to stay off the road. The Bylaw states even if no sidewalks proposed, we can ask the developer to grade it without surfacing. Maybe taking more time in looking at the reduction of the roads.

Future Meetings: Regularly Scheduled Meetings: January 13 and 27, 2014, @ 7:00 PM.

Matt Teague entertains a motion to adjourn, moved by Ray Lang, seconded by Felicia Penn, so voted unanimously.

The meeting adjourned at 8:53 p.m.

Respectfully Submitted Karen A. Herrand
by Karen A. Herrand, Principal Assistant, Planning Board

Approved by vote of the Board on JANUARY 13, 2014

Further detail may be obtained by viewing the video via Channel 18 on demand at
<http://www.town.barnstable.ma.us>

List of Exhibit Documents

Exhibit A – Draft Regulatory Agreement, dated December 9, 2013 – File Regulatory Agreement No. 2013-03

Exhibit B – Planning Board, Town of Barnstable's Town Code Regulatory Agreements, § 168-5, pg. 168:3 – File Reg. Agreement No. 2013-03

Exhibit C – Master Plan, dated December 3, 2013, Sheets C3.0 and C7.0 – File Reg. Agreement No. 2013-03

Exhibit D – Definitive Plan of Land, dated revised, December 5, 2013, 5 sheets – File Def. Sub. No. 819

Exhibit E – Draft Notification of Approval of Definitive Subdivision Plan, dated December 9, 2013 – File Def. Sub. No. 819

APPROVED