FALMOUTH PLANNING BOARD MEETING MINUTES
TUESDAY, MAY 6, 2008, 6:30 P.M.
FALMOUTH TOWN HALL, COUNCIL CHAMBERS

MEMBERS PRESENT: Bill Lunt (Vice-Chair), Bernard Pender, David Fenderson, Hugh Coxe

ABSENT: Tony Calcagni (Chair), Stan Bennett (Associate), Jay Moody (Associate)

STAFF PRESENT: Ethan Croce (Assistant Planner)

The meeting was called to order at 6:32 pm.

1. Approval of April Meeting minutes

Bernard Pender moved to approve the minutes; David Fenderson seconded. Motion passed 3-0. (Coxe abstained).

Administrative Items:

2. Kyle Noyes – West Falmouth Crossing – Request for approval of a 2'x8' wall sign for Bernie's Place. Tax Sheet 374; Map-Lot R05-044-002; zoned West Falmouth Crossing Master Planned Development District.

3. Jenny Beck Pray – 196 U.S. Route One – Request for approval of a wall sign and freestanding sign for Foreside Fitness and Tennis. Tax Sheet 320; Map-Lot U52-001-B; zoned SB1 & Village Center Overlay.

David Fenderson moved to approve the two admin items.
Bernard Pender seconded.
Motion passed 4-0.

Agenda Items:

4. RTG, Inc. – Request for a subdivision amendment for the 75-unit Ridgewood Estates Subdivision relative to the performance guarantee. Tax Sheet 310; Map-Lot R04-026; zoned OSRD.

Ethan Croce explained that the applicant received final approval for this project in December of 2006, a re-approval in February 2008, and they are now requesting a conditional agreement under Section 11 of the Town's Subdivision Ordinance. They are proposing dividing their project into two phases, one to be covered under a revised performance guarantee, and the other to be restricted under a Section 11 conditional agreement. The threshold issue here is the interpretation of the language of Section 11. The Board should review the specific wording of Section 11, which is arguably open to interpretation, in that it says that:

> *"…**no** lot or parcel of land may be conveyed, and **no** building permit may be issued…**on any portion** of the development until the completion of all such improvements…"* (emphasis added).

One could interpret this language to read that the conditional agreement in lieu of a performance guarantee provision was intended to be an "all or nothing" proposition, whereby it may either be applied to a development in its entirety, or not at all. Another reasonable interpretation of this language is that the limitation on selling lots and issuing building permits pertains only to that portion of the development that is not otherwise covered by a full performance guarantee. The Planning staff is comfortable that the latter interpretation is an appropriate one, and that it protects the Town's interests and respects the intent of the Subdivision Ordinance pertaining to performance guarantees. From a procedural standpoint, however, the Planning Board should determine which interpretation it believes is the correct one. Even if the Board takes the former interpretation, it theoretically has the authority, under Section 13 C of the Subdivision Ordinance, to approve the applicant's request by waiving this ordinance standard if it finds that:

1. there are "special circumstances" pertinent to the applicant's request;
2. that application of the ordinance standard is "not requisite in the interest of public health, safety, and general welfare"; and
3. that granting the waiver will "not nullify the intent and purpose of the Comprehensive Plan or the Subdivision Ordinance".

If the Board believes the former interpretation applies, then the applicant would technically need the Planning Board to grant a waiver from this ordinance provision and the Board would need to make a finding that there are "special circumstances" pertinent to the applicant's request. If the Board believes that the latter interpretation applies, then no waiver would be required.

David Fenderson asked if the extension that was given in February 2008 covered the whole project. He wondered if they could come back and get an extension for just Phase 2.
Ethan Croce said that the applicant would have to come get an approval for an extension on the second phase of the project if construction was not substantially completed in two years.

Bill Lunt asked if the current performance guarantee would be in effect on the new Phase 1, just in a different amount.
Ethan Croce said that, presumably, the applicant would request a reduction on the existing performance guarantee to reflect work completed to-date for Phase 1.

David Fenderson asked if there has been any work on the so-called Phase 2.
The applicant responded that no, there has not been.

Hugh Coxe said that he was persuaded by the staff's interpretation. There is enough vagueness in the ordinance language, specifically the performance guarantee section, that it allows the Board to use its discretion. In allowing this, he believes that the Board is still preserving the intent of the subdivision ordinance. He does not think the language is clear enough to mandate an all or nothing approach.
Bernard Pender said that he was leaning toward the staff interpretation as well
David Fenderson said that he would like to hear more.
Bill Lunt agreed with the staff interpretation and said that they had cleared the threshold issue.

George Thebarge, of Geoplan Consulting, representing RTG, Inc., presented the application. The original project was not approved in phases, but the performance guarantee was structured in phases. They are asking for a Section 11 conditional agreement for the back section of the project. Currently all the utilities, road work, underground cable, etc. is done up to Unit C; beyond that the road base is in, with water and sewer, but underground storm drainage and electrical is not in yet. There is approximately $250,000 worth of work left to do in Phase 1, and there is $1.4 million left on the performance guarantee. The developer's intent is to complete Phase 1 before doing any more work in Phase 2. Phase 2 is at least a year out, maybe more, and the developer may have to come back for an extension of that phase. The purpose of a performance guarantee, as well as a conditional agreement, is to protect buyers from buying into an incomplete project, and to prevent a developer from leaving a project open. This agreement will prevent the sale of any units in Phase 2; the only thing the developer will be able to do under the agreement is complete the infrastructure. No building permits would be issued until the infrastructure is complete or they post a full performance guarantee. They have made one change to the proposed conditional agreement: the language regarding the storm water facilities has been taken out, and they are now suggesting providing a limited performance guarantee fund of around $20,000 to stabilize the site in the event that the project is abandoned midway through.

Under the rules in the Ordinance for conditional agreements they will have to bring in a performance guarantee for whatever work is remaining before they can start selling lots. There are few phased projects in Falmouth because there is no protection for the vested rights of the developer. Preliminary approval of a phased project can leave the developer open to risk if the ordinance changes midway through the process.

Bernard Pender asked for clarification of the $20,000 "fund".
Mr. Thebarge said that in the past the Town has received a cash deposit under the terms of an agreement.

David Fenderson asked if that fund would be for Phase 2.
Mr. Thebarge said that it would.

David Fenderson asked if that fund would be in place of the letter of credit which would no longer cover that Phase.
Mr Thebarge said that conditional agreement and a cash deposit for stabilization would be in lieu of the current letter of credit on Phase 2.

Bill Lunt asked for clarification that the letter of credit that exists now for $1.4 million would be reduced as a result of an approval tonight.
Mr. Thebarge said that it would be reduced for the Phase 2 section; the $650,000 that is being held for infrastructure in Phase 2 would be taken off automatically which would bring the amount of the performance guarantee down to $750,000; the developer will come in soon to further reduce that amount by $500,000 to reflect recent work completed, lowering it further to $250,000.

Bill Lunt asked if Tony Hayes has been consulted about this request.
Ethan Croce said that he and Tony met with the applicant, and Tony was amenable to the structure of this request.

Public comment period opened – no public comment.

David Fenderson asked if the Board has done this before, where they have divided a project in two and changed how they are bonded.
Bill Lunt said they haven't since he's been here.

Bill Lunt said that to protect the community and to give this project the possibility of completion in the current market, he thinks this is a good proposal.
The other Board members agreed.

Hugh Coxe asked about the proposed Conditions of Approval.
Ethan Croce said that staff had asked for a condition to remove the proposed temporary parking spaces out of the wetland setback, but the applicant has since revised the plans to address that issue. Therefore the only suggested condition is that the revised recording mylar and existing performance guarantee not be released until such time as the applicant posts a performance guarantee, in an amount acceptable to the Town, covering, at a minimum, the cost of all remaining infrastructure improvements in Phase One and the cost of stabilizing the existing disturbed areas in Phase Two.

David Fenderson moved to approve the request with the condition as read into the record.
Hugh Coxe seconded

Motion passed 4-0.

5. Robert Rupp – 100 Falmouth Road / Wright Way – Request for amended private way approval to serve two lots on Wright Way. Tax Sheet 310; Map-Lot U28-016; zoned RB and RCZO.

Ethan Croce said that this application first received Planning Board approval in July 2006; there have been several re-approvals since then, with the last one in July 2007. When the Town's conservation zoning overlay amendments were first enacted in December 2005, a one-time exempt lot provision was inserted to allow landowners to develop one additional lot on their property using the standards of the underlying zoning district without having to comply with the new open space and home-siting requirements. That exemption language was originally drafted to only apply to properties in the Farm and Forest zoning district of central Falmouth, however, the policy direction was later re-directed to apply the new conservation zoning to all of the residential districts in Falmouth. Although last minute changes were made to most parts of the ordinance amendments to adjust conservation zoning to apply on a town-wide basis, the exempt lot provisions of Section 3.13.8 were not adjusted to apply the minimum zoning standards for the other zoning districts. Thus, in order for a property owner to qualify for an exempt lot in a district with a minimum lot size of 0.5 acre (RA) or 1 acre (RB), they had to meet the Farm and Forest district requirements of 2-acre lots. (In December of 2007, the Ordinance was amended to allow the use of the exempt lot provision using the standards of the underlying district which a property is located in.) The applicant is here to amend his original approval to adhere to the underlying RB district standards.

This application appears to comply with all ordinance standards and applicable zoning requirements. It appears as if the only question is whether or not this application qualifies for the exempt lot provision in Section 3.13.8. It is staff's opinion that Mr. Rupp does qualify by virtue of the fact that none of the property from his original approval has been conveyed to outside parties.

Hugh Coxe asked if there was any reason to believe that this doesn't meet the standards.
Ethan Croce said that, under 3.13.8 subsection 1 it reads that the property should be held in separate ownership from any abutting property. These lots are held in common ownership. The Town really sees this as only one lot until such time as lots are conveyed out.

Hugh Coxe observed that, arguably, the applicant could extinguish the approval and it would revert back to its prior condition.
David Fenderson said that, due to the ordinance change, he can change the size and style of his lots, even though they were approved under the prior ordinance language.

The Board agreed that the threshold issue had been cleared, and the application qualified for the exempt lot provision.

Mr. Bradstreet, Engineer from Oak Engineers, presented the application. The plans represent a two lot division with a 350' long private way on a 50' wide right-of-way. The private way is 16 feet wide at the entrance and slightly offset due to an outcropping of ledge in the area, and brought back into alignment ending in a hammerhead. There is a 1% grade at the beginning, a 5% grade in the middle, and it ends at a 7% grade. The drainage is contained in roadside ditches. There will be silt fence with a stabilized construction entrance, and proper erosion control notes listing both temporary and permanent erosion controls to be used. The roadway is 16 feet wide, and then tapers to 12 feet past the point at which it only accesses the back lot. The impervious area is based on the small amount of roadway. The roadside ditches adequately control storm water runoff from the road, directing it across the hammerhead and out across the lot. There is no need for culverts, though there may be a driveway culvert required depending on where they site the driveway for parcel two.

David Fenderson asked Mr. Bradstreet to show the frontage for parcel two.
Mr. Bradstreet explained that parcel two's frontage is off the end of the road including the hammerhead.
David Fenderson asked if the frontage includes the hammerhead.
Mr. Bradstreet said the frontage is based on using 50 feet of the hammerhead, 50 feet before it and 50 feet after it.
Mr. Titcomb of Titcomb Associates explained that they did not count the distance around the hammerhead to get the frontage.
David Fenderson asked about the driveway access to the lot.
Mr. Bradstreet explained that the access was off to the side of the hammerhead.
David Fenderson asked Ethan Croce if they were allowed to count the 50 feet of the hammerhead in the frontage.

Ethan Croce said that they can use 50 feet of the 150 feet of the hammerhead, which amounts to the linear distance, but are not allowed to wrap the frontage around the hammerhead. They did not do that in this case.

Bill Lunt observed that the new layout has basically the same building envelope as the conservation design that was already approved.
Mr. Titcomb said that is true.
Bill Lunt observed that the developable land hasn't really changed.
Mr. Titcomb agreed that it hasn't.

Public period opened – no public comment.

David Fenderson asked about the availability of town sewer and water.
Mr. Titcomb explained that there will be a septic system for the back lot, but there is town water.
David Fenderson asked if there will be a common leach field.
Mr. Titcomb said no, there is an existing leach field for the house in the front.

Ethan Croce read the conditions of approval into the record.

Hugh Coxe moved to approve the application.
Bernard Pender seconded.

Motion passed 4-0.

6. Falmouth Foreside, LLC – Foreside Road – Request to transfer the subdivision approval, amend the street name, and amend the Design Guidelines for the "St. James Place Subdivision". Tax Sheet 240; Map-Lot U12-003; zoned RA, RCZ Overlay, & SP (Shoreland).

Ethan Croce identified the key issues. Final approval for this project was granted in October 2005 under the now-repealed cluster subdivision provision. Public Safety has signed off on the proposed street name change. One issue is with the transfer of ownership: one of the criteria which the Subdivision Ordinance requires the Planning Board to consider in the granting of any approvals is whether the developer has adequate financial and technical capacity to complete the project. Typically, this standard is satisfied with the submission of a letter of financial capacity from a lending institution, however, given that this project is currently covered by a non-expiring cash escrow performance guarantee, and given that the bulk of the subdivision's infrastructure has already been completed, staff are comfortable that the Town's interests are protected absent such a letter of commitment from the applicant. The Town will not release the existing escrow funds until Falmouth Foreside, LLC replaces them with a separate performance guarantee, which they have indicated they intend to do if they receive Planning Board approval tonight.

Regarding the amendment of the design guidelines regarding the prohibition of synthetic materials, after a review of the historical record for this project, it seems possible that this restriction was self-imposed by the developer, as the applicant contends. There is no mention in the record of the rationale for this restriction.

Regarding the amendment to remove the mandate for shared driveways: there was clearly some concern on the part of the Planning Board at the time of final approval as to the space and bulk of the subdivision's homes on the relatively small lots. Some of the design parameters that were ultimately developed to address the Board's stated concerns about scale and massing, lot overcrowding, and provision of adequate yard space included:

- a lot coverage limitation of 17%;
- a gross floor area limitation of 5,500 square feet;
- a requirement to orient the larger volumes of the homes away from the street; and
- utilization of shared driveways.

These design parameters, used in conjunction with one another, presumably served to address the Board's above-mentioned stated concerns and helped the Board make a finding that the project met both the cluster development and conditional use criteria, a finding that was required by the Ordinance at the time.

Bernard Pender asked if the change in ownership affects the current escrow account.
Ethan Croce said that the current performance guarantee is a cash escrow so there is no threat of it expiring.

Mr. Thebarge of Geoplan Consulting, representing Falmouth Foreside, LLC presented the application. The original St James Place Subdivision was approved in 2005 as a cluster development; the infrastructure, street and utilities are now mostly complete. There is a pedestrian walkway that needs to be built, as well as the final paving, and there is about $150,000 in escrow to cover those remaining improvements. The applicants are here to transfer ownership from Clark Real Estate, LLC to Falmouth Foreside, LLC. They are trying to reinvent the project, since there has been no construction in the development three years after its approval. They want to change the name of the subdivision and the road.

There are two modifications to the design guidelines being proposed. The first is to remove the mandate for shared driveways and make them an option. The mandate was important at the time because the development was proposing 6,500 square foot homes on 1/3 acre lots, and the Board was concerned that in the location of the subdivision, in an area where the neighborhoods were much smaller houses on small lots, the developer would not be able to make them blend in without overpowering the existing homes. The Board approved a planned unit development and under the conditional use approval the proposed project could not have a significant adverse effect on the surrounding neighborhood; the Board found that the development, even with the large homes, met the criteria with the design guidelines intact. Part of the thinking also was to preserve lawn space, because such a large house on a 1/3 acre lot wouldn't leave much space for lawn. The applicants are now proposing dropping the homes to 4,500 square foot max, so the concerns are less.

The applicants are also suggesting removing the restriction on wood siding and allowing synthetic materials for all the homes. This restriction was imposed by the developer at the time to ensure the high-quality of the development.

Hugh Coxe said he was trying to do calculations on what the trade off on the reduction of the houses and the addition of driveways would be, and he wondered if the applicant had done any of those calculations.

Mr. Thebarge said that he estimated a number based on a maximum build out of the approved plan for total impervious surface of homes and shared driveways at about 44,000 square feet, without the road. With this proposed re-invention, the individual driveways would be shorter with a different orientation of the homes, and with the average footprint of the proposed homes (2,400 sq feet) and average length of the driveways (850), the total impervious surface with the new design would be 35,000 square feet.
Hugh Coxe asked if the orientation of the buildings was part of design guidelines.
Mr. Thebarge said that, due to the size of the proposed homes, the design guidelines called for the scale to be broken up using porches, decks, etc. and all those guidelines will still apply.
Bill Lunt said that a major difference is the garage doors will now be facing the street.
Mr. Thebarge said not in all cases, the original driveway easements will still be in effect, and in some cases those shared driveways will probably still be used.
Ethan Croce clarified that the design guidelines as they currently stand say that the garage doors will not face the street. That restriction will still stay in place.
Hugh Coxe said that, in his calculations, he figured it with the same length driveways as originally proposed and came out with a wash on total impervious surface, so if the driveways are shorter, he agreed that there could be less impervious surface.

Bill Lunt said that the garage doors still cannot face the street.
Mr. Thebarge said that the garages will still be on the same footprint; they will just open to the side, so the driveway will curve around and not go straight.
Bill Lunt asked if the orientation of the houses will still be the same.
Mr. Thebarge said yes.

Bernard Pender asked if the lots will still be the same.
Mr. Thebarge said yes, the buffering hasn't changed.
Bernard Pender asked how the house configurations are changing.
Mr. Thebarge explained that the design guidelines describe the parameters within which the homes can be built, in terms of porches, roof pitches, etc.; the same elements will be required, but the scale of the homes will be smaller.

Bernard Pender asked about an example of the siding they are considering.
Mr. Thebarge said that they are considering clapboards and shakes, similar in appearance to what is used in Tidewater Village. Vinyl has a bad name, but with the new products now you can't really tell from the street that it's vinyl. Also these are going to be very expensive lots and very expensive homes, so the developer wants it to be high quality.

Public comment period opened:

Buddy Earle, of 23 Depot Road, owns property that abuts the back of this subdivision, and wondered if the new owners would be required to reestablish old property lines and markers that were destroyed in the process of putting in the sewer line. He stated that Shaw Brothers destroyed the markers that identified his property on that side. He was told that Mr. Clark would not be allowed to build until those were replaced. Shaw Brothers and Sebago Technics both told him that they would take care of it, and Mr. Clark also promised that it would be taken care of, and it hasn't been done. He also stated that he had a verbal agreement with Mr. Clark that Mr.

Clark would plant fast-growing trees on the berm that prevents car lights from shining into his windows. Mr. Earle asked if these agreements will transfer to the new owners.

Ethan Croce explained that the potential purchasers of the subdivision would be inheriting the responsibility for completing all the requirements that were placed on the original approval. Those improvements would be covered by the performance guarantee, and the Town would not release the performance guarantee until those improvements were made.
Bill Lunt further explained that verbal agreements would not be enforced by the Town of Falmouth.
Hugh Coxe clarified that the Board has no authority over items that were not part of the approval. Regarding the property markers themselves, he didn't see why the Board couldn't include a condition that any markers that have been disturbed due to site improvements be replaced before release of the mylar.
Mr. Thebarge said that, under the Subdivision Ordinance and State law, the developer is required to provide certified verification from a licensed surveyor that the markers are accurate and have been placed appropriately in the field. There may be a dispute as to whether they are accurately placed; the Board does not adjudicate between property line disputes. The developer is happy to commit to placing the markers; they are interested in being good neighbors, and are willing to discuss additional landscaping. This is the first time they have heard of these concerns, so they can't commit to anything tonight, but they are willing to look into it.
Mr. Earle showed on the plans which pins on his property were destroyed.
Amy Mulkerin, developer, said that they would take care of the issue of the property markers. She didn't know that it hadn't been taken care of yet, but they have to get surveys done, and they will take care of it.
Bill Lunt explained that this will be added as a condition of approval. He asked if the developers will discuss with the Earle's the plantings on top of the berms.
Mr. Thebarge said that they are willing to discuss it if it was not required by the Planning Board.
Bernard Pender asked where on the map the berm is.
Mr. Earle indicated the berm on the map: it is between the cul-de-sac and his property. It is 40 feet long and five feet high, but still allows some car light to shine over. The plans show the berm, but the agreement was that the developer would plant Jack or Norway pines that would grow quickly.
Bernard Pender asked if the berm is existing now.
Mr. Earle said yes, his concern is just that the plantings on top are not.
Mr. Thebarge said that if the planting are on the plans, they will be put in, and if they are not the developers are willing to talk about it and work with Mr. Earle.

Public comment period closed.

Ethan Croce read the conditions into the record.

Hugh Coxe moved to approve the application with the conditions as read.
David Fenderson seconded.

Motion passed 4-0.

7. Paul Lalumiere Jr. – 50 Ledgewood Drive – Request for amended subdivision re-approval for the 10-lot subdivision "The Ledges" relative to the performance guarantee. Tax Sheet 512; Map-Lot R04-068; zoned RA & RCZ Overlay.

Ethan Croce explained that the applicant is here for two reasons. The first is to request a re-approval of the subdivision since the 90 day window has expired again. The applicant is also requesting a Section 11 conditional agreement, in lieu of a full performance guarantee, whereby the developer would be prohibited from selling any of the lots fronting on the new subdivision road (Garden Way) until such time as either:

1. All of the required subdivision improvements have been completed; or
2. A full performance guarantee is posted to cover the cost of any remaining infrastructure improvements.

This specific request for a conditional agreement is somewhat unique in that he is proposing to exclude Lots 9 and 10 from the proposed lot conveyance/building permit restriction. His rationale for this request is based on the fact that neither of these two lots is impacted by, or reliant upon, the construction of the new subdivision road since they front directly on Ledgewood Drive.

The threshold issue for this project is the same as that of the RTG application earlier, in that the Board must determine if it is comfortable interpreting Section 11 of the Subdivision Ordinance such that it would allow for this type of a modified conditional agreement.

The Board agreed that the threshold issue had been cleared by the prior application.

Mr. Peter Biegel of SYTDesign consultants presented the application. The market is not good right now, and the owner was not in a hurry to start construction during this past winter, but he is now in negotiations with Chase Excavating and wants to move forward with the conditional agreement to get construction started. He wants to be able to sell lots 9 and 10 to help fund the other parts of the development.

David Fenderson asked for clarification – the subdivision as approved includes all of the lots, including the two not adjacent to the cluster. The applicant is now asking to separate those.
Mr. Biegel said that was correct, the original approval included all the lots. They now want to give the town a partial performance guarantee to cover the cluster area, with a conditional agreement that would prevent the sale of any of those lots in the cluster, but allow the sale of lots 9 and 10.

David Fenderson asked what the suggested $21,325 performance guarantee covers.
Mr. Biegel said that it would cover the stabilization of the site, not the full development. Ethan Croce has pointed out that the trees that serve as a buffer on lots 9 and 10 should be covered by the performance guarantee as well, so the $21,325 will actually be higher to include those.
David Fenderson asked if that amount will be held in escrow by the Town.
Mr. Biegel said that it would.

Hugh Coxe observed that this would be the fourth time the Board has re-approved this project. He asked if there is any reason why the plan hasn't been recorded yet, and he wondered what the Board can do to encourage it to not come back for re-approval.

Mr. Biegel explained that there was not a large rush for the developer to start; the performance guarantee has to be taken care of before you can record the mylar. In January you have to consider the holding costs of the performance guarantee and paying winter construction costs versus delaying the recording.

Bernard Pender asked how splitting off those two lots affects the maintenance agreement, if they are sold and the new owners become the only lot owners in the subdivision.
Mr. Biegel said that those two lots are not part of the road maintenance agreement, but there is some trail maintenance, fences and buffer planting. If they turn out to be the only lot owners, he assumed that they and the developer would be the only parties to the agreement.
Bernard Pender was concerned about a lot owner suddenly being in charge of all maintenance.
Mr. Biegel thought that a certain number of lots have to be sold before that agreement takes effect; until that time the developer is still responsible.
David Fenderson observed that, if those two lots are sold, and the developer still owns the remaining, the lot owners' responsibility would only be their percentage.

Public comment period opened - no public comment.

Ethan Croce read the proposed conditions into the record.

David Fenderson asked if there was a statute of limitation on re-approvals. He wanted to know if the Board has the authority to limit the number of times they come back for re-approval. This project has been here four times, and he didn't really want to see it a fifth time.
Hugh Coxe said that the ordinance doesn't provide a limit but ordinance changes could be a risk.
Ethan Croce said that there was always a risk that a request for re-approval would not be approved. It is a bigger risk that the ordinance could change.
Hugh Coxe said that, for example, CPAC and the CDC have been going through a process of looking at revised wetland and vernal pool regulations, and are presenting policy recommendations Thursday, May 8 which, if approved, would definitely change the way those natural resources are handled.

David Fenderson moved to approve the application with the conditions as stated.
Bernard Pender seconded.

Motion passed 4-0.

Meeting adjourned 8:12 pm.

Respectfully submitted,
Melissa Tryon
Recording Secretary