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NORTON PLANNING BOARD MEETING  
MINUTES OF JANUARY 18, 2022

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The Planning Board Meeting of January 18, 2022 was called to order on ZOOM at 7:15 p.m. by Mr. Timothy Griffin, Chairman. Members present were Mrs. Julie Oakley, Mr. Wayne Graf, Mr. Kevin O'Neil, and Mr. Allen Bouley participated remotely via ZOOM. Mr. Steven Hornby was absent from the meeting. Also, in attendance was Planning Director Paul DiGiuseppe and Administrative Assistant Bryan Carmichael.

Mr. Griffin explained that the meeting was going to be fully remote based on an increase of Covid cases and explained the etiquette that should be displayed during these meetings.

**General Business**

**Minutes** – Minutes were presented from the August 24, 2021 and January 4, 2022 meetings.

Mr. Graf and Mr. Griffin ask to have the SRPEDD acronym corrected in the August minutes.

**Motion to approve the August 24, 2021 minutes with corrections is made by Mr. Graff and seconded by Mr. Bouley. Roll Call; Mr. Graf Yes, Mrs. Oakley Yes, Mr. O'Neil Yes, Mr. Bouley Yes, and Mr. Griffin Yes.**

**Motion to approve the January 4, 2022 minutes is made by Mr. Bouley and seconded by Mr. Graf. Roll Call; Mr. Graf Yes, Mrs. Oakley Abstain, Mr. O'Neil Yes, Mr. Bouley Yes, and Mr. Griffin Yes. 4-1-0**

**ANR ENDORSEMENT-(12945)-0 South Washington Street- Owner/Applicant: Norton Development Inc.**

Mr. Michael Dryden from Allen Engineering is representing the applicant. Mr. Griffin asks to confirm that the applicant is proposing to cut one lot into four. Mr. Dryden states that there are two lots that will be divided into two lots. Mr. Dryden states that previously around August 2020 this property that come to the Planning Board for another ANR was endorsed but was never recorded. Planning is to reintroduce the lot one division which will be in the northern part of the lot and in the southern part of the lot divide up lot three into two lots. The new lots all meet zoning requirements. Mr. Griffin asks to confirm the existing lot in the middle is remaining the same. Mr. Dryden answers that the middle lot is already owned by a solar farm.

**Motion to indorse the ANR is made by Mrs. Oakley and seconded by Mr. Graf. Roll Call; Mr. Graf Yes, Mrs. Oakley Yes, Mr. O'Neil Yes, Mr. Bouley Yes, and Mr. Griffin Yes.**

The physical mylar will be signed at a later date.

**SP-12587: 0 South Washington Street. Application for the construction of a billboard that is 90 feet tall and 48 feet wide. Owner: Luigi Musto. Applicant: American Outdoor Advertising Company. Continued from 1/4/2022.**

Mr. Griffin gives background on the Public Hearing in regards to opposition Mr. John Carroll being the previous applicant that built a billboard had stated a position based on an agreement with the town for the previous billboard. Mr. Griffin states that Mr. DiGiuseppe had been in communication with Town Consul about the mitigation agreement that was signed by the Select Board does not impact the decision of the Planning Board. Mr. DiGiuseppe confirms this.

Mr. James Brady, the attorney representing Carroll Advertising would like to make comments at the end of the presentation the applicant will show. Mr. Brady disagrees with Town Consul's opinion stating that the mitigation agreement with Carroll Advertising stating that the agreement should be enforced onto the Planning Board. The Board of Selectmen had voted to extend the mitigation on September 9, 2021 for an additional six months. Mr. Brady wants the board to deny the application as it would be seen as a nuisance to Extended Stay America and the mitigation agreement is enforceable and they will enforce it upon the Planning Board if it they don't deny the application. Mr. Griffin states that the Board will respect the advice of town consul when appropriate and feels the same way for the other members of the board. Mr. Griffin would also like to hear what everyone is saying before making a decision.

Mr. David Manoogian, the attorney representing American Outdoor Advertising Company, Mr. Steve Ross, the applicant, Mr. Richard Reed of Lighthouse Land Surveying, and Michael Cox, a representative of Watchfire the Louvre installers and senior electrical engineering manager for Watchfire. Watchfire has over 60,000 digital signs in operation worldwide. Mr. Manoogian states that they presented a lighting study that directly addressed the Extended Stay of America concern of light hitting into their windows disturbing their guests. Extended Stay also disclosed that they are currently working with Mr. Carroll to build a sign on their property and have not shown any physical plans as to where it would be. The new light study that has been made will address the issue of the billboard shining light on the guest windows at the hotel.

Mr. Reed representing Lighthouse Land Surveying had done the survey of the property. Mr. Griffin asks if he will show the two new documents. Mr. Reed states that he will show the new lighting study. Mr. Reed shows the lighting system effects with the louvre system after hearing the concerns of Extended Stay America. What has changed is now the billboard has been rotated so the viewing angle no longer hits Extended Stay by 1.5 feet without moving the billboard's physical location. The height of Extended Stay is about 30 – 35 feet tall and the billboard is 90 feet tall. Which is a sixty feet difference between the billboard and the building making it hard for anyone at Extended Stay to see the billboard. Mr. Griffin asks if the 30 degrees on the lighting system is from the Louvre system. Mr. Reed confirms that is the reasoning. Mr. Griffin asks if there is a more detailed description of the Louvre system.

Mr. Cox states the LED lights have a narrow viewing angle which are made specifically for this type of application. This has light mover technology that covers the sides of the LEDs that are at

the 30-degree angle and will block almost all of the light beyond the 30 degrees. It is a patent-pending design that has been applied for. It is a new technology with research that started four years ago and ended mid 2020 after research had been done to develop the louvre and there are now several places that use the louvre system. A video is shown to display the difference between a regular billboard light and one that has the louvre system. The louvre system as demonstrated does show a drop-off of visible light when going past 30 degrees. Mr. Griffin asks if the louvres angles could be altered upon construction. Mr. Cox states it isn't, they are set to 30 degrees. Mr. Griffin states that the angle beyond 30 degrees is dark but not completely blacked out. Mr. Cox agrees that there is still some reflection, the LED is not visible but you get the reflection from the surrounding louvre structure. Mr. O'Neil asks if the louvres protect the horizontal and vertical angle at 30 degrees if someone were to look up at it. Mr. Cox states it does as the LEDs used are narrow up and down, they're about 45 degrees viewing angle and do block from the bottom as well. When creating a billboard there is no intention to set a specific blocking angle from below. Mr. O'Neil asks if it may cast light onto the back of Extended Stay America below the billboard over the parking lot or first floor units. Mr. Cox shows Extended Stay America is beyond the 30-degree mark on the map so there shouldn't be any light cast no matter what even if the billboard was at ground level. So, at 90 feet light will be cast on Extended Stay America. Mr. Griffin points out that it is true for the building but not the whole lot. Mrs. Oakley asks if the louvres are on the second side of the billboard facing away from Extended Stay America. Mr. Reed states the other side does have the standard LED system which has a 70-degree viewing angle that is projecting over woods which they saw as no need to have the louvres on the other side.

Mr. Manoogian believes they have met the criteria for the special permit and addressed the opposition of Extended Stay America and their light concern. They did admit to being in discussion with Mr. Carroll to build a sign on their property and competition has no standing to oppose a special permit or any other type of zoning relief. Mr. Manoogian's client is not a part of the mitigation agreement and is being drawn into it unwillingly which now could affect Mr. Manoogian's client. Mr. Manoogian states the mitigation agreement is between the Select Board and Carroll Advertising and the Planning Board are separate entities. Also, that the Planning Board is to decide on a special permit based on the merits of permit granting authority and the evidence presented before them. Mr. Manoogian continues that the comments from Mr. Brady about enforcing the mitigation agreement and suing seem like another attempt to force the Planning Board to deny their application and doesn't find the mitigation agreement relevant to the application being presented. Mr. Manoogian states that the comments from Mr. Brady make it sound like that any billboard granted in the Norton can only be granted after Mr. Carroll gets his two billboards which is an illegal zoning methodology. Noting that nothing in the body of the agreement reflect the exclusive provisions stated by Mr. Brady and it is only written in the preamble which Mr. Manoogian finds is against public policy and against the public interest preventing his client from getting relief from the Planning Board under their constitutional rights. Mr. Manoogian asks the board to make a decision not based on the mitigation agreement and to close the public hearing and have the board make a decision on the Special Permit. Mr. Manoogian advises the Planning board to let the Select Board handle the mitigation agreement made with Mr. Carroll. Mr. Manoogian states that currently in New Jersey he has seen several Extended Stay hotels with digital billboards on their property.

Mrs. Kimberly Myers and Mr. Todd Myers of 92 King Philip Road which is the family that lives just at the 1000-foot buffer line across the highway and they are asking how the billboard might affect them. Mr. Griffin shows what the light impact radius looks like which goes to 500 feet and at 0 degrees the impact is .03 footcandles, which is the measurement of light at a distance which is the brightness of a candle a foot away from you which at 1000 feet wouldn't be too bright. Mr. Reed adds that the survey which includes the aerial photography and the 1000-foot distance showing they beyond the 1000-foot setback requirement. Mr. Reed shows that the property is just short of the 70-degree point, twice the distance than the 500-foot light distance shown on the study which is less than the .03, and the vegetation between the highway and the dwelling would help block out the light further. Mrs. Myers asks if she could see it from outside. Mr. Reed states the billboard was rotated to keep light off of the Extended Stay America and with that move the part that would hit the Myers is now at a flatter angle which if there is anything visible, it would be at an extreme angle. With the 70-degree angle the Myers don't have a direct view of the billboard. Mrs. Myers asks where the 70-degree angle ends. Mr. Griffin shows the point where it ends and states that the Myers would have it visible at a sharp angle. Mr. Reed states that they would be between 60 and 70 degrees and the billboard is pointed at about 4000 feet to their left at the oncoming traffic on the highway on the southbound side. Mr. Reed shows that there is a side effect of the 70-degree side. Mrs. Oakley asks if there is tree clearing and how close does that get to the highway. Mr. Reed states the existing cleared area already exists from Extended Stay is where the billboard will be put which will have minimal clearing and will have trimming to maintain the support system and won't be clearing any vegetation by the highway. The billboard is meant to be just on top of the tree growth with no intention to take anything down. Mrs. Myers asks why the billboard can't go further west. Mr. Griffin states that it cannot go further west as that is where the property line ends and there are wetlands that have buffer zones that prevent anything from being built inside of it. Mr. O'Neil states that the billboard is on the far east of the property about twelve feet to the end of the property is because they are required to be more than 1000 feet away from any residential dwelling and they couldn't go further west down 495 because they would be in the 1000-foot distance of the Myers' house. Mr. Reed states the Wetland Protection Act that exist on the property and the 1000-foot buffer would need to get a waiver for the distance and would have to go back to the Conservation Commission to confirm that there aren't any wetlands being disturbed. Mr. Griffin states that there is overlapping approval of the local by-law and the state by-law. Mr. Reed adds that the 1000-foot radius is evidenced by the lighting study at 500 and the light would be halved for the 1000 feet mark. Mrs. Myers asks if the 30-degree louvre is available for the billboard sign facing their household. Mr. Griffin states it was put on the plan because they were so close to the Extended Stay America and was put on as an additional add-on that was put on. Mr. Manoogian reiterates that there is no guarantee that they won't see the sign but states they have demonstrated with the lighting studies that the intrusiveness of the light itself to pose day-to-day problems for a homeowner are almost non-existent at a thousand feet. Mrs. Myers asks if the louvres can be put on the side facing her as well. Mr. Griffin states that for the first billboard there were operations to have the billboard balance out light throughout the day and evening to minimize its impact. Mr. Ross states he is willing to put the louvres on the other side as well and virtually no light will reach the Myers' residence. Mr. Reed shows what the 30-degree angle would look like and informs the board that it would miss the Myers' household by 400 feet which now shouldn't have any light impact. Mr. Griffin asks if the side will no be moved to face the traffic. Mr. Reed states that it will not be changed which allows the sign to address both concerns from Extended Say and Mrs. Myers

based on the construction plans. Mr. Griffin asks if the billboard could still be extended slightly to face the highway. Mr. Ross states they could push out one side and leave the other intact not negatively affecting either Extended Stay America and the Myers household. Mr. Manoogian suggests to the Planning Board to add the louvres on both sides as a condition as to also protect the Myers. Mrs. Myers asks where the billboard will be. Mr. Griffin shows the current 30-degree line and states it may be moved a little closer to the highway but still keep it off of the house. Mr. Manoogian explains that the sign won't physically move it is just the louvres. Mrs. Myers asks to confirm that louvres will be put on both sides of the billboard. Mr. Manoogian confirms this.

Mr. Brady the attorney for Carrol Advertising agrees with Mr. Manoogian that there are many billboards in New Jersey and in his opinion wouldn't want to have as many billboards in Massachusetts. Mr. Brady states that the billboard would be on top of Extended Stay America and the changes being made should have their designs they are proposing on a written plan before the Planning Board makes a decision. Mr. Brady continues stating that the Planning Board has a different function but should be following the Board of Selectmen as they are the Executive Authority of Norton as the Planning Board is bound to the rulings of the Select Board. That the word exclusive means that the Town is only working with Mr. Carroll. The mitigation was signed by the Select Board with a payment of 300,000 dollars to get a second billboard. Mr. Brady clarifies the agreement is to have Mr. Carroll make two billboards in town and to only allow Mr. Carroll to build the billboards in town during the time frame of the mitigation preventing a permit from another company thus making it exclusive. The mitigation agreement was extended to six months at the September 9<sup>th</sup> 2021 meeting and to change the zoning at the request of the Town Manager to allow billboards. Mr. Brady states that there are towns that sign off on agreements to have a single entity do a single service. The mitigation that was signed off on would go until March 9, 2022 which would prevent a permit to go through and it should still be continued based on the lighting and the mitigation contract. There will still be an application from Carroll Advertising for their billboard on the Extended Stay Property, which Mr. Brady is asking for the Planning Board to continue the matter until Mr. Carroll submits his application or until the extension expires.

Mr. Manoogian asks to make a rebuttal to the statement. Mr. Griffin allows the rebuttal and requests that the two lawyers don't argue. Both lawyers agree to the terms of not arguing. Mr. Manoogian states that he would object to any further delay as he feels that they've given adequate evidence and would like the Board to close the hearing. Mrs. Myers could be added as a condition to have the louvres on the side facing her property. Mr. Manoogian states in the mitigation agreement language that the town agreed to exclusively cooperate with Mr. Carroll, it doesn't mean it precludes anyone else, the word cooperation is operative and exclusively is just an adverb. Mr. Manoogian restates that the Planning board is separate from the Select Board and asks for the public hearing to be closed.

Mr. Brady rebuts that exclusively means in an exclusive manner in a way limited to a single person or group and if the Planning Board goes through with granting the permit than there will be legal action and will be willing to increase the mitigation agreement fee to pay the Town.

Mr. Griffin restates that Town Consul had advised the Planning Board that the decision they will give is separate from the Select Board's decision with the mitigation agreement. Mr. Griffin

states that both sides of the argument have been made and asks the Planning Board how they wish to proceed. The additional louvres on the left side will put in as a modification. Mr. Griffin asks if this is a site plan or just a special permit. Mr. DiGiuseppe states it is just a special permit but the plan is attached. Mr. Griffin asks if a new plan would be needed to the special permit if the public hearing were to be closed would it preclude the Planning Board from attaching the plan. Mr. DiGiuseppe states the condition can be put in then make the applicant to make a modification to the plans and that the Planning board would like to have a modified plan attached to the special permit. Mr. Griffin asks if there would be a challenge in closing the public hearing from that perspective if comfortable with the site plans. Mr. DiGiuseppe states that as long as it isn't questions and it is just the applicant providing revised plans then it should be fine. Mr. O'Neil asks if adding the louvres to both sides is the only change that will be on the special permit. Mr. Griffin states that the applicant had also talked about adjusting the left side of the billboard to face more of the highway. Mr. Ross states that the angle is fine as it currently is and the only change needed will be the louvres.

**Mr. O'Neil makes the motion to close the public hearing and seconded by Mrs. Oakley. Roll Call; Mr. Graf Yes, Mrs. Oakley Yes, Mr. Bouley Yes, Mr. O'Neil Yes, and Mr. Griffin Yes. The Public hearing is closed.**

**Mr. O'Neil makes the motion to approve the application with modifications and is seconded by Mr. Graf. Roll Call; Mr. Graf Yes, Mrs. Oakley Yes, Mr. Bouley Yes, Mr. O'Neil Yes, and Mr. Griffin Yes. The Application is approved.**

Mr. Griffin asks if there is any draft ready. Mr. DiGiuseppe states he hasn't started drafting the decision and will do so by the end of the week. Mr. Griffin suggests reviewing the draft decision at the following meeting to look over the single condition. Mr. DiGiuseppe states he'll finish it by the end of the week and email it to the board before reviewing it the following meeting.

**SP-12512: 66 West Main Street. Application for the construction of an athletic field with athletic lighting fixtures exceeding 20 feet in height. Owner: Town of Norton. Applicant: Norton Public Schools – Wade Lizotte.**

Mr. DiGiuseppe informs the Planning Board that the bylaw states the lights need to be reviewed by the Planning Board. However, it doesn't say the type of application but elsewhere this is identified as a special permit. Mrs. Bree Sullivan, the chief engineer from Gale Associates and Mr. Ryan Thackery, staff engineer from Gale Associates are present to speak on the application. They are the same team that was retained by the Town of Norton's School to do the Campus High School Renovation and Henri Yelle School. Mrs. Sullivan shows that the fields will be between the Norton High School and Henri A. Yelle School. The project includes reconstruction of the track and field/football field at the High School, a multi-purpose field in the center of the High School and Henri A. Yelle Schools, and a small area on the Henri A. Yelle side for some proposed tennis courts. The three fields will have lighting fixtures that are above 20 feet in height. The Football field has existing lighting, those being about 50-60 feet tall. The lighting manufacturer that is brought in is Musco Lighting and are the industry standard in athletic lighting. The project is going to require several light towers between 40, 50, and 80 feet. So, the track and field have four light towers which will be approximately in the same locations as the

current light towers which will be 80 feet. The multi-purpose field has six light towers which will also be 80 feet tall. The tennis courts have four lights two will be 40 feet and the rest will be 50 feet. The lights have hoods on them which are designed to be a background light level within 10 feet of the field and Musco lighting is the industry leader in that sharp cut off angle. Ten years ago, before LEDs supplemental lights were needed for the parking lot because people couldn't find their cars at night. In Norwood there was a project where they replaced their flood lights with the sharp cut off had an abutter who complained that he couldn't mow his lawn at night anymore since the light no longer shined on his property. Mrs. Sullivan explains that they will see the lighting but it will not cast onto their property even if next to the field.

Mr. Griffin asked if they had an estimated measurement for the existing lights. Mrs. Sullivan states the lights have not been measured but they are typically 50 – 60 feet. Mr. O' Neil confirms that is a good estimate as was involved in setting up those lights. Mr. Griffin asks if the only difference between the new and old lights are if they are taller and more focused with a sharp cutoff. Mrs. Sullivan states that on football fields they have to have a few of the lights pointing up so if the ball goes too high it can still be seen. Mr. O' Neil asks about the Norton Housing Authority and if the lights will affect them. Mrs. Sullivan shows where the nearest light would be and states that the lights would only go up to ten feet which is not in view of the Norton Housing Authority. Mr. O' Neil asks what is the furthest light fixture to the right. Mrs. Sullivan shows where the tennis courts are but the lights for the tennis court are not a part of the current plan.

Mr. David Dumont of 27 Barrows Street asks from his property what amount of the lights will he see physically in the winter. Mrs. Sullivan states that the Mr. Dumont will see the lights when on but it is very likely that it will be a smaller spot than what is seen now. Mrs. Sullivan shows what the shades on the lights look like and that the further away the less light is visible which will be seen as lines of light as opposed to the round spotlight luminaires that are currently there. Which may be a better view than what is there currently, they may be higher but the light will not be cast out further than what is there currently.

Mr. Griffin asks far along the construction is. Mrs. Sullivan states they are at the permitting stage at Planning and Conservation which at this point will not have the light fixtures moved. Mr. Griffin asks if construction plans being approved is the only thing they still have to do. Mrs. Sullivan confirms it is. Mr. Peter Wiggins of 157 Mansfield Avenue is in favor of the new athletic lights.

**Mrs. Oakley motions to close the public hearing and is seconded by Mr. Bouley. Roll Call; Mr. Graf Yes, Mrs. Oakley Yes, Mr. Bouley Yes, Mr. O'Neil Yes, and Mr. Griffin Yes. The Public Hearing is closed.**

**Mrs. Oakley motions to approve application and is seconded by Mr. Graf. Roll Call; Mr. Graf Yes, Mrs. Oakley Yes, Mr. Bouley Yes, Mr. O'Neil Yes, and Mr. Griffin Yes. The application is approved.**

### **Business and Policies**

Mr. DiGiuseppe has two things coming up in the near future the first is a surety discussion for Fuller Drive regarding the release of the remaining funds used for reconstruction of any road damages. The other is Thursday January 20, 2022 will have the subcommittee meeting with Mrs. Oakley and Mr. Bouley to discuss potential changes to the use table that will be presented at the Spring Town Meeting in June. Mr. O'Neil asks if anything else has been done to Fuller Drive. Mr. DiGiuseppe states nothing new has been done and that the Water and Fire have not connected the hydrant. Mr. DiGiuseppe states the money had remained with the Treasurer for ten years for the completion of development of the last two lots and to release it all once there was confirmation that the curbs weren't damaged during construction. Mr. DiGiuseppe states the water line hasn't been hooked up for twenty years and the Water Superintendent is not planning on using those lines as they are too old. Mr. O'Neil thanked the Planning Department for sending out the abutters letter to the Myer's residence.

### Adjournment

**The motion to adjourn the January 18, 2022 meeting was done by Mrs. Oakley and seconded by Mr. O'Neil. Roll Call; Mr. Graf Yes, Mr. Bouley Yes, Mrs. Oakley Yes, Mr. O'Neil Yes, and Mr. Griffin Yes. Motion passes. The Planning Board Meeting from January 18, 2022 was adjourned at 9:04 pm.**

Minutes prepared and submitted by Bryan Carmichael, Department of Planning and Economic Development Administrative Assistant.

Minutes Approved on: 3/22/22

Signature Paul DiGiuseppe