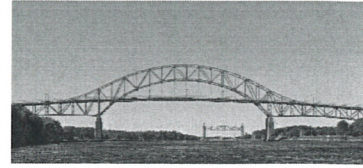


TOWN OF BOURNE Board of Appeals

Bourne Town Hall
24 Perry Ave., Buzzards Bay, MA
02532
Phone: 508-759-0615, X 1342



COMPREHENSIVE PERMIT FOR A SECTION 40B AFFORDABLE HOUSING PROJECT – FINAL DECISION

PETITION NUMBER: 2021-CP06
NAME OF APPLICANT/ CURRENT OWNER: PRESERVATION OF AFFORDABLE HOUSING,
INC., AND HOUSING ASSISTANCE CORP. / BOURNE HOUSING AUTHORITY
PROPERTY ADDRESS: CAPE VIEW WAY AND HOMESTEAD ROAD EXTENSION, BOURNE, MA
REGISTRY OF DEEDS INFORMATION: SEE BELOW

SUMMARY

On January 19, 2022, the Board of Appeals voted to grant **COMPREHENSIVE PERMIT #2021-CP06 TO CONSTRUCT AND OPERATE A SECTION 40B AFFORDABLE HOUSING PROJECT CONSISTING OF 42 AFFORDABLE RENTAL UNITS** in accordance with M.G.L. Chapter 40B, Section 21, and Section 1320 of the Bourne Zoning Bylaws, for the property located at Cape View Way and Homestead Road Extension, Bourne, MA. The property consists of 3.04 acres and is shown on Bourne Assessing Parcels as follows:

Cape View Way Parcels:

No. 0: Assessing Map 7, Parcel 23 (11,456 s.f.)
No. 6: Assessing Map 7, Parcel 86 (20,822 s.f.)
No. 8: Assessing Map 7, Parcel 87 (20,691 s.f.)
No.10: Assessing Map 7, Parcel 88 (21,382 s.f.)
No.11: Assessing Map 7, Parcel 90 (23,610 s.f.)
No.12: Assessing Map 7, Parcel 89 (23,000 s.f.)

Homestead Road Ext. Parcel:

No. 0: Assessing Map 6, Parcel 38-1 (6,926 s.f.)

The Board of Appeals certifies that the decision attached hereto is a true and correct copy of its decision to grant a Comprehensive Permit and that copies of said decision, conditions thereto, and all plans and exhibits referenced in the decision, have been filed with the Town Clerk.

Any person aggrieved by this decision may appeal to the Superior Court or Land Court as provided in M.G.L Chapter 40A, Section 17 (as referenced in Chapter 40B, Section 21, Sentence 9), and by filing a NOTICE OF ACTION AND COMPLAINT with the Town Clerk within twenty (20) days of the date of filing of this decision or by filing an appeal pursuant to G.L. c.40B. SS 20-23 as may be relevant.

For the Board of Appeals
James E. Beyer - Chair

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**ZONING BOARD OF APPEALS
TOWN OF BOURNE
CAPE VIEW WAY - COMPREHENSIVE PERMIT**

I. THE PROJECT

Property: The subject property is located at Cape View Way and Homestead Road Extension, Bourne, MA in the R-40 Zoning District and consists of 3.04 acres and is shown on Bourne Assessing Parcels:

Cape View Way Parcels:

No. 0: Assessing Map 7, Parcel 23 (11,456 s.f.)
No. 6: Assessing Map 7, Parcel 86 (20,822 s.f.)
No. 8: Assessing Map 7, Parcel 87 (20,691 s.f.)
No.10: Assessing Map 7, Parcel 88 (21,382 s.f.)
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No.12: Assessing Map 7, Parcel 89 (23,000 s.f.)

Homestead Road Ext. Parcel:

No. 0: Assessing Map 6, Parcel 38-1 (6,926 s.f.)

Applicant: Preservation of Affordable Housing, Inc., and Housing Assistance Corp. ("Applicant"). The term "Applicant" shall include the Applicant's successors and assigns.

Owner: Bourne Housing Authority

Project Eligibility: By letter dated February 23, 2021, the Department of Housing & Community Development ("DHCD") issued a project eligibility letter under the Federal Low Income Housing Tax Credit Program ("LIHTC Program") to the Applicant to build 51 rental units at the Property, with 36 affordable units to be rented to eligible households earning no greater than 60% of Area Median Income, with the provision that in the event of a lender foreclosure, the minimum affordability requirement shall be that at least 25% of the units shall be rented to eligible households earning no greater than 80% of Area Median Income on the Property. (the "Project").

Application: On March 5, 2021, the Applicant filed the Application for the Project with the Zoning Board of Appeals (the "ZBA" or the "Board").

Public Hearing: On April 7, 2021, the public hearing on the Application timely opened and further hearings were held on May 19, 2021, July 7, 2021, August 4, 2021, August 11, 2021, September 15, 2021, October 6, 2021, November 3, 2021, November 17, 2021, December 1, 2021, December 15, 2021, January 5, 2022, and January 19; and the public hearing closed on January 19, 2022.

The Board: The following Board members attended all public hearing sessions or missed one session and reviewed a recording or transcript of the missed session and all materials submitted: James Beyer (Chairman), Pat Nemeth, Chris Pine, Wade Keene, and John O'Brien.

Decision Date: On January 19, 2022, Members James Beyer (Chair), Chris Pine (Vice Chair), Pat Nemeth, Wade Keene (with member John O'Brien dissenting) voted to grant the Application with conditions, as set forth below.

Note: all Exhibits described below are incorporated herein by reference.

II. JURISDICTIONAL REQUIREMENTS:

Under 760 CMR 56.04(1), in order to be eligible to submit an application to the Zoning Board of Appeals for a Comprehensive Permit, the Applicant and the Project shall satisfy the following requirements under 760 CMR 56.04(1): (1) The Applicant shall be a public agency, a non-profit organization, or a Limited Dividend Organization; (2) the Project shall be fundable by a subsidizing agency under a low and moderate income housing subsidy program; and (3) the Applicant shall control the Site.

1. Applicant's Status

The Applicant is a limited dividend organization under 760 CMR 56.02 by virtue of receiving the Project Eligibility Letter from DHCD ("PEL") and agreeing to sign the required Regulatory Agreement with the DHCD under the LIHTC Program; thus, satisfying the requirements of 760 CMR 56.04(1)(a). See copy of PEL attached hereto as Exhibit A.

2. Fundable Project

The Applicant received a Project Eligibility Letter dated February 23, 2021 from DHCD under the LIHTC Program ("PEL") indicating that the Project is fundable under the said Program; thus, satisfying the requirements of 760 CMR 56.04(1)(b)). See Exhibit A.

3. Site Control by Applicant

The Applicant has a Development Agreement with the Bourne Housing Authority dated June 20, 2019 to enter into a long term ground lease for development and

operation of the Project, and it has been determined by DHCD in the PEL that the Applicant has site control; thus, satisfying the requirements of 760 CMR 56.04(1)(c) that the Applicant has site control. See Exhibit A and see the Development Agreement, a copy of which is attached hereto as Exhibit B.

III. FINDINGS OF FACT

Following completion of the public hearing and based on the evidence submitted to the Board from all sources, the Board made the following findings of fact:

1. The Property consists of the parcels of land listed above, located at Cape View Way and Homestead Road Extension, Bourne, Massachusetts comprising approximately 3.04 acres of land.
2. The Property contains approximately 2.78 acres of buildable area and 0.26 acres of wetlands.
3. The Property is located in the R-40 Zoning District.
4. The Property is vacant.
5. As of the date of the Application, the Town of Bourne did not satisfy any of the safe harbors set forth under 760 CMR 50.03.
6. Intentionally omitted.
7. The Town of Bourne conveyed the Property to the Bourne Housing Authority in 2002 for the purpose of providing affordable housing.
8. The Bourne Housing Authority prepared and issued a Request for Proposals to develop the property for up to 63 rental apartment units.
9. The Applicant submitted a proposal for the Project and was selected by the Bourne Housing Authority to develop the Project.
10. The Applicant and the Bourne Housing Authority entered into a Development Agreement for the Project dated June 20, 2019. See Exhibit B.
11. Preservation of Affordable Housing, Inc. and Housing Assistance Corp. are both experienced and successful developers of affordable housing and have

collaborated on many such projects on Cape Cod, including High Meadow Town Homes, Canal Bluffs and Clay Pond Village in Bourne.

12. Thomas Houston of Professional Services Corporation, PC (“PSC”) was retained by the Board to perform a peer review of the site and civil engineering plans and of the Applicant’s Traffic Impact Assessment.
13. The PSC peer review found that subject to the Applicant making the changes as described in the Applicants’ response letters to the PSC peer review as to stormwater management and subdivision plans, the Project is in compliance with applicable state laws and regulations and good engineering practice. Those changes are described in a letter to the Board from Horsley Witten Group, Inc. dated December 14, 2021 (Exhibit C attached hereto).
14. The Applicant submitted a Transportation Impact Assessment (“TIA”) prepared by Vanasse & Associates, Inc. (“Vanasse”) dated May, 2021, which included certain recommendations and found: “With implementation of the aforementioned recommendations, safe and efficient access will be provided to the Project site and the Project can be accommodated within the confines of the existing and improved transportation system.”
15. Mr. Houston’s peer review of the TIA found that it was satisfactory, and Mr. Houston advised that the recommendations in the TIA, and some recommendations which he made, be included as conditions in the Board’s decision. In a letter to the Board dated July 22, 2021, Vanasse responded to the PSC peer review recommendations; see copy attached hereto as Exhibit D. The recommendations highlighted in Exhibit D will be implemented by the Applicants.
16. The project locus is not within a Massachusetts Division of Fisheries and Wildlife Priority or Estimated Habitat for Rare Species under the Natural Heritage and Endangered Species Program.
17. The Property contains approximately 0.26 acres of wetlands on the western portion of the Property and is in a FEMA Flood Zone X District; and as indicated in a letter to the Board from the Bourne Conservation Commission dated April 7, 2021, the Conservation Commission approved the Project under the state Wetlands Protection Act.
18. The Applicant intends to have the Project tie into the North Sagamore Water District (“Water District”) municipal water system. The Board will leave all matters related to such water connection, including without limitation technical matters, fees, and waivers for the Water District to decide; nothing contained in this Decision shall be construed as an authorization or waiver of matters within the jurisdiction of the Water District.
19. A water supply analysis to determine the sufficiency of the water supply for the Project’s fire flow and fire suppression system was performed by Wozny/Barbar & Associates, Inc. on behalf of the Applicant, and summarized in a memorandum dated August 30, 2021 to the Applicant’s architect, Michelle Waldon, AIA, of Icon Architects; see copy of said memorandum attached hereto as Exhibit E. The

memorandum was referred to the Bourne Fire Chief for review and the flow was found to be sufficient to serve the Project; see copy of memo from Assistant Chief David S. Pelonzi to Cassie Hammond dated September 10, 2021, attached hereto as Exhibit F.

20. The Applicant has applied to the Town of Bourne Board of Health for a conventional septic system under Massachusetts Title 5 and shall obtain the necessary Disposal Works Construction Permit under Title 5 from the Board of Health prior to the issuance of a building permit.
21. The Applicant will file a Notice of Intent under the National Pollution Discharge Elimination System (NPDES) General Construction Permit program prior to beginning any building construction on the Project, as well as a Stormwater Pollution Prevention Plan (SWPPP) prior to building construction. Copies of both the NPDES Notice of Intent and the SWPP shall be submitted to the Board and Building Inspector.
22. The Bourne Fire Department stated in the memo from Assistant Chief David S. Pelonzi to Cassie Hammond dated September 10, 2021 that the Project plans provide sufficient access for emergency vehicles; see Exhibit F.
23. The Bourne Police Department stated in a letter to the Board dated April 4, 2021 that after reviewing the information provided by the Board, the Department has no comments relevant to the proposed Project. See copy of said letter attached hereto as Exhibit G.
24. In response to comments from certain neighbors and to comments from the Board members in the course of the hearing, the Applicant presented a re-designed building and site plan that among other things: 1) reduces the number of units from 51 to 42 units; 2) maintains the 15' setback requirements under the Zoning Bylaw; and 3) lowers portions of the building from 3 stories to 2 stories.
25. This Decision is based on the Plans of Record , which are as further described in Exhibit H and which shall be referred to as the "Plans of Record." The Applicant stated at the hearing that it is reserving its rights as to the plans originally submitted with the Application.
26. The Property is located in the R-40 Zoning District and the Town's Zoning By-law provides that the maximum height of buildings in the R-40 Zoning District shall not exceed 35 feet; and the Project building will have a maximum height of 38.90 feet.
27. The Board finds that the maximum building height of 35 feet set forth in the Zoning Bylaw is not a local concern that outweighs the regional need for affordable housing with respect to this Project and this Property.
28. The Board finds that the Applicant or a related single purpose entity to be approved by DHCD under the LIHTC Program will enter into a Regulatory Agreement as required by DHCD which will be recorded with the Barnstable County Registry of Deeds.
29. The Application seeks to modify the existing Subdivision Plan approved in 1987 and recorded in Barnstable Registry of Deeds Plan Book 437, Page 50 and to have

the Board endorse a modified Subdivision Plan that has been submitted to the Board.

30. The Board finds that the proposed changes to the 1987 Subdivision Plan are reasonable and are necessary to implement the development of the Project and do not create any adverse impact.
31. The Board finds that the access way shown on the modified Subdivision Plan which is included in the Plans of Record approved hereunder provides sufficient access for the 40B Project and for the rear parking lot of the Bourne Fire Station at 51 Meetinghouse Road and that all frontage requirements that are necessary to support the Project and the Fire Station are satisfied.
32. The approval of the Project, with the waivers and conditions hereinafter stated, is Consistent with Local Needs under Chapter 40B.

VOTED: Based on the foregoing, the Board voted on January 19, 2022 to grant a comprehensive permit to the Applicants subject to the following Conditions and Waivers:

IV. CONDITIONS

PREFACE

Pursuant to 760 CMR 56.05(10), this Decision shall be a master permit which shall subsume all local permits and approvals normally issued by Local Boards, except for those relating to the Water District, the Board of Health in connection with the Massachusetts Department of Environmental Protection ("DEP") Title 5, and the Conservation Commission with respect to the *Wetlands Protection Act*.

A. Regulatory Conditions.

1. The total number of dwelling units that may be constructed at the Property shall be limited to 42, with 9 one-bedroom units, 28 two bedroom units and 5 three bedroom units.
2. All dwelling units approved under this Comprehensive Permit shall be rental units.
3. At least 34 of the 42 rental units shall be and shall remain affordable and shall be leased to eligible households whose annual income does not exceed 60% of area median income, adjusted for household sized, as determined by the United States Department of Housing and Urban Development; provided, however, as provided in the PEL, that in the event of a lender foreclosure, the minimum affordability requirement shall be that at least 25% of the units shall be rented to eligible households earning no greater that 80% of Area Median Income (with the aforesaid units being collectively described as the "Affordable Units"); and further, subject to approval by DHCD, the Affordable Units and the remaining units

shall be included in the Town's Subsidized Housing Inventory, as maintained by DHCD, and the Affordable Units shall permanently remain affordable rental units for so long as the Project is not in compliance with the Town's Zoning By-law, or for the longest period allowed by law, if longer, so that the Affordable Units shall continue to serve the public purposes for which this Comprehensive Permit was authorized under G.L. c. 40B, §§ 20-23.

4. The Affordable Units shall be dispersed throughout the Project as designated by the Applicant by agreement with the Subsidizing Agency. The Affordable Units and the market rate units shall be constructed on substantially the same schedule. The Affordable Units shall be indistinguishable as viewed from the exterior from the market rate units.
5. The Applicant shall execute a Regulatory Agreement as required under G.L. c.40B and submit annual reports to the Subsidizing Agency in accordance with the Regulatory Agreement. The Affordable Units in the initial leasing of the Property shall be identified in a tenant location plan to be approved by the Subsidizing Agency and the Affordable Units shall not be segregated from the market rate units.
6. The Applicant shall annually recertify to the Subsidizing Agency, as may be required by the Subsidizing Agency, the continuing eligibility of any tenant in an affordable unit. If a previously eligible tenant becomes ineligible to occupy an affordable unit, the Applicant may charge the tenant a market rate rent; however, the Applicant shall comply with the Subsidizing Agency's requirements for converting another unit to an affordable unit.
7. In addition to the foregoing, it is further a requirement that the Project shall always be subject to a suitable regulatory agreement. Therefore prior to the expiration of the initial Regulatory Agreement with the Subsidizing Agency, the Applicant shall execute and record a successor Regulatory Agreement and Monitoring Services Agreement, to be approved by Town Counsel, for the period after the expiration of the term of the affordability restrictions imposed by the Subsidizing Agency. The Applicant shall enter into this second Regulatory Agreement and Monitoring Services Agreement with the Town and the Monitoring Agent (collectively the "Town Regulatory Agreement"), which shall continue the affordability restrictions imposed by the Subsidizing Agency and this Comprehensive Permit. Such agreement shall be consistent with the terms of this Comprehensive Permit. The Applicant shall retain the Town or a consultant designated by the Town as the Monitoring Agent for the Project for the period after the expiration of the term of the affordability restrictions imposed by the Subsidizing Agency. All costs associated with monitoring for consistency with the Regulatory Agreement shall be borne by the Applicant.

Upon the effectiveness of the Town Regulatory Agreement, referred to above, rents for the Affordable Units shall continue to be restricted in accordance with the applicable rules, regulations, and guidelines of the Subsidizing Agency (or its successor agency) that existed prior to the expiration or termination of the

previously effective regulatory agreement, as if it were still in force and effect. To the extent that the Subsidizing Agency (or its successor agency) has ceased to promulgate such applicable rules, regulations, and policies, then the rent for the Affordable Units shall be determined based on substitute regulations of a federal or state governmental agency providing subsidies for low or moderate income housing as shall be reasonably determined by the Applicant and the Town, in order to ensure the continued availability of the Affordable Units for the purposes set forth herein and in the Comprehensive Permit for the entire term of the agreement. Further, if M.G.L. c.40B (or its successor statute) still provides a mandate for municipalities to provide low or moderate income housing, the Applicant shall continue to operate and manage the Project as would permit the Project to be credited toward the Town's Subsidized Housing Inventory for purpose of Chapter 40B.

The Town Regulatory Agreement: (i) shall only become effective if and when the Regulatory Agreement with the Subsidizing Agency is terminated, expires or is otherwise no longer in effect and is not replaced with another regulatory agreement with another Subsidizing Agency; (ii) shall require that the Project shall remain a rental project so long as the Project does not conform to local zoning; (iii) shall require that at least twenty five (25%) percent of the apartments in the project shall be to low and moderate income households as that term is defined in M.G.L. Chapter 40B, Sections 20-23; (iv) shall not restrict or limit the dividend or profit of the Applicant; and (v) shall restrict the number of allowed units to not more than 42 units.

The Town Regulatory Agreement shall constitute a restrictive covenant and shall be recorded and shall be enforceable by the Town of Bourne and shall require that the Affordable Units shall remain affordable rental units for the shorter of 1) perpetuity; or 2) for so long as the Project does not conform to the Town of Bourne Zoning Bylaws.

8. While the Regulatory Agreement with DHCD (or another Subsidizing Agency) is in effect, the Subsidizing Agency shall be responsible to monitor compliance with affordability requirements pursuant thereto; however, the Town may request and shall be provided by the Applicant with all information that is provided to the Subsidizing Agency in relation to enforcement of affordability provisions.
9. When the Town Regulatory Agreement takes effect, the affordability requirements shall be enforceable by the Town of Bourne or its designee, to the full extent allowed by M.G.L. Chapter 40B, Sections 20-23. However, this clause shall not be used or construed or otherwise exercised in conflict with the holdings in Board of Appeals of Amesbury v. Housing Appeals Committee, 457 Mass. 748 (2010) or any other relevant decisional law or amendment to G.L. Chapter 40B, §§20-23, nor shall the foregoing be deemed to limit the Town's authority to enforce the provisions of this Comprehensive Permit in accordance with the legal exercise of its zoning enforcement powers. At such time as the Town becomes responsible for monitoring the affordability requirements for the Project, the Applicant shall provide the Town with a reasonable monitoring fee, if requested.

10. In the initial lease-up for the Project, and to the extent allowed under G.L. c. 40B and the regulations promulgated thereunder and other applicable law, and subject to approval by DHCD, with respect to at least 70% of the affordable units, the Applicant shall provide a preference category for Bourne residents and for employees of the Town of Bourne.

This preference shall be implemented by the Applicant and the Applicant shall maintain records of its marketing efforts, which records shall be open to review by the Town for compliance with the local preference set forth herein.

The foregoing local preference shall be implemented pursuant to procedures approved by the Subsidizing Agency. The costs associated with the marketing of units in the Project, including the advertising and processing for the Affordable Units shall be borne by the Applicant.

The Applicant shall submit to the Board a report on marketing activity at the Project during the initial lease-up of the Project demonstrating compliance with the local preference requirement pursuant to the plan approved by the Subsidizing Agency as set forth below.

The Board acknowledges that it will be required to provide evidence satisfactory to the Subsidizing Agency of the need for the foregoing local preference and to obtain approval of the categories of persons qualifying for the same, and in no event shall the Applicant be in violation of the terms of this Comprehensive Permit to the extent the Subsidizing Agency disapproves the local preference requirement or any aspect thereof. The Applicant shall provide reasonable and timely assistance to the Town in providing this evidence. If the Board or its designee does not provide such information within sixty (60) days of a written request by the Applicant, its Lottery Agent, the Subsidizing Agency or DHCD, then this condition shall be void unless the Applicant has failed to provide reasonable and timely assistance as described above.

11. The Applicant shall develop a marketing plan for the Affordable Units for review and approval of the Subsidizing Agency, said plan to conform to any and all affirmative action requirements or other requirements as imposed by federal or state regulation and shall conform with the local preference requirement set forth above.
12. The Town, by and through the Board or its designee, shall have continuing jurisdiction over the Project to ensure compliance with the terms and conditions of this Decision.
13. Prior to receiving any building permit, the Applicant shall obtain Final Approval from the Subsidizing Agency pursuant to 760 CMR 56.04(7) and shall provide evidence of such Final Approval to the Building Commission and the Board.

B. General Conditions

Background, Administrative and Procedural Conditions

1. The Applicant will record this Comprehensive Permit after the 20-day appeal has expired at the Barnstable County Registry of Deeds and provide the recording information on the cover page of the Plans of Record.
2. This Comprehensive Permit shall not take effect until recorded in the Barnstable County Registry of Deeds and no construction shall take place until the Applicant has provided proof of such recording to the Board and the Building Inspector.
3. The Applicant shall provide the Town and its agent with authority to enter the Property during construction of the Project (subject to conformance with applicable health and safety requirements, including, but not limited to hard-hat, safety glasses, work boot requirements, and COVID-19 protocols, if applicable), with prior notice to Applicant in order to determine conformance with this Decision.
4. The Applicant shall pay all reasonable fees imposed for the purpose of inspecting and monitoring the compliance of the Project's construction with the terms of this permit, local bylaw requirements, subject to any waivers by this permit, and other permits and approvals issued with respect to this Project for which the Town has monitoring responsibility. All fees for Board consultants including fees incurred prior to the date of this decision shall be paid by the Applicant within 30 days of the receipt by the Applicant of the consultant's bill for services. Any outstanding fees owed for consulting services incurred by the Board before this decision was rendered shall be paid forthwith and before any building permit issues. Thereafter, no occupancy permit shall issue if an outstanding fee bill is 30 days overdue.
5. This Comprehensive Permit shall expire three (3) years from the date it becomes final as provided in 760 CMR 56.05(12)(c), and subject to tolling as provided in said Regulation, unless construction on the Project has commenced within such period. For the purposes hereof, "construction" shall mean the site work for the project infrastructure, which may commence prior to issuance of the Building Permit for the Project. The Applicant may apply to the Board for reasonable extensions to this Comprehensive Permit for good cause.
6. The Applicant shall comply with all local by-laws, rules, and regulations of the Town of Bourne, unless expressly waived hereunder.
7. The Project shall conform to all applicable state and federal laws, codes, and regulations.
8. The Project shall be constructed and operated in accordance with the Comprehensive Permit. Any substantial deviation must be approved through a modification of the Comprehensive Permit by the Zoning Board of Appeals pursuant to 760 CMR 56.05(11).

9. The modified Subdivision Plan submitted by the Applicant as part of the Plans of Record is approved and shall supersede the 1987 Subdivision Plan recorded at Barnstable Registry of Deeds Book 437, Page 50 as follows:
 - i. The 1987 Subdivision Lots 6-10 and Open Space Lot shall be reconfigured as shown on the modified Subdivision Plan into one parcel (the "40B Parcel").
 - ii. The 1987 subdivision way as approved and endorsed under the 1987 Subdivision Plan shall be reconfigured as shown on the modified Subdivision Plan.
 - iii. The 1987 subdivision way, as reconfigured and approved under the modified Subdivision Plan, shall provide access only to the 40B Parcel and to the former 1987 Subdivision Lot 5 (said Lot 5 having been combined and merged with 1987 Subdivision Lots 3 and 4 (the site of the Bourne Fire Station at 51 Meetinghouse Road).
10. The June 30, 1987 Subdivision Decision is hereby modified to remove "Condition d" which provided that Lot 5 (i.e., now the rear parking area for the Fire Station) "shall become a residential and not a business lot."
11. The provisions of this Comprehensive Permit shall apply to and be binding upon the landowner, the Applicant, and their employees and all successors and assigns in interest, whether by title, control, or contract.

Prior to Construction Conditions

1. Prior to issuance of a Building Permit, the Applicant shall provide to the Building Inspector and the Board:
 - a. a final set of Site and Engineering Plans, which shall include but not be limited to the stormwater plans and calculations (the "Final Site Plans") for review by the Board's peer review consultant to ensure consistency with the terms of this Decision; and 2) final architectural plans (the "Final Architectural Plans") to confirm the consistency of such plans with the terms of this Decision and with the Massachusetts Building Code. Any comments from the peer review consultant, the Board or the Building Inspector shall be made in writing within thirty (30) days after submission by the Applicant, and if no comments or requests for additional information are received within such period then the Final Site Plans and the Final Architectural Plans shall be deemed to be consistent with the terms of this Decision.
 - b. a copy of the NPDES Notice of Intent;

- c. a copy the Operation and Maintenance Plan approved by the Bourne Conservation Commission or Massachusetts Department of Environmental Protection under the state Wetlands Protection Act;
 - d. a letter from the Project architect confirming that the Project complies with Architectural Access Board (AAB) Regulations;
 - e. Details of any temporary construction signs;
 - f. Disposal System Construction Permit for the Board of Health;
 - g. a "Will Serve" letter from the Water District; and
 - h. An affidavit from a registered Landscape Architect or Professional Engineer that the landscaping complies with the Landscaping Plan.
2. The Applicant shall submit to the Board, the Building Inspector, the Fire Department, and the Police Department, a construction schedule which details the timing of construction.
 3. One week prior to any land disturbance activities, the Applicant will conduct an onsite inspection with the Building Inspector and Town Conservation Agent to observe the erosion controls installed at the site and review the erosion controls anticipated to be employed during construction.
 4. There shall be no site work or exterior construction activity on the Property before 7:00 a.m., except fueling of vehicles which may begin at 6:30 a.m., or after 7:00 p.m., Monday through Friday and before 8:00 a.m. or after 5:00 p.m. on Saturday. There shall be no construction on the Property on the following days unless a special approval for such work has been issued by the Building Inspector: Sundays or the following legal holidays: New Year's Day, Memorial Day, July Fourth, Labor Day, Thanksgiving and Christmas. The hours of operation shall be enforceable by the Building Inspector.
 5. Prior to starting any site work or construction activities authorized under this Decision ("Authorized Activity"), the Applicant and the general contractor shall hold a preconstruction meeting with the Building Inspector, Conservation Agent, and DPW.
 6. Prior to starting any Authorized Activity, the Applicant shall provide to the Building Inspector:
 - a. the company affiliation, name, address, and business telephone number of the construction superintendent who shall have overall responsibility for construction activities on site;

- b. a copy of a municipal lien certificate indicating that all taxes, assessments, and charges due on the Property have been paid;
 - c. certification from the Applicant that all required federal, state, and local licenses and permits have been obtained;
 - d. proof that "Dig-Safe" has been notified at least 72 hours prior to the start of any site work; and
 - e. proof that street signage is in place to ensure that emergency personnel can locate the site to provide emergency services to protect and secure the site and construction personnel.
7. During construction, at the end of each workday, the Applicant shall cause all erosion control measures to be in place and shall cause all materials and equipment to be secured. Upon completion of all work on site and prior to As-Built approval, all debris and construction materials shall be removed and disposed of in accordance with state laws and regulations and the Board shall be notified in writing of the final disposition of the materials.
8. Blasting, if any, shall be performed in a manner approved by the Fire Department and Building Department so as to prevent injury or property damage to the residents of the Town and proper evidence of insurance shall be provided to the Building Inspector before blasting begins.
9. No stumps or construction debris shall be buried or disposed of at the Property.
10. Applicant shall cease grading in the wetlands areas if box turtles are present. The turtles shall be moved within the wetlands area to a location safe from the grading activities, prior to resuming grading.

Prior to Issuance of Final Certificate of Occupancy Conditions

- 1. All utilities within the Property shall be installed underground.
- 2. The interior and exterior of all buildings and structures shall be constructed in accordance with the Final Building Plans.
- 3. All final water and stormwater infrastructure, retaining wall, fences and other hardscape and installation of at least a binder course of pavement for the site driveways and parking areas shall be in place and fully operational prior to the issuance of the Certificate of Occupancy for the Project, unless the Building Inspector determines otherwise, and if so, the Applicant shall provide surety for completion of such items as described below.

4. All lighting for the Project shall be as shown on the Final Site Plans.
5. All utility work and other roadwork within any public right of way shall be performed and conducted in conformance with the regulations of the Town, but this comprehensive permit shall constitute the necessary street opening permit. Contractors shall be duly licensed as required by the Town of Bourne. All such work shall be performed in accordance with current engineering and construction standards.
6. The Applicant shall install fencing and landscaping as shown on the Plans of Record Sheets C-19 and C-20 (Landscape Plans) and Sheet C-22 (Planting Details) and on the "Condition of Comprehensive Permit RE: Protection of Tudor Cherry Investors, LLC" attached hereto as Exhibit I, which said Exhibit includes an "Exhibit A" colored plan and an "Exhibit B" fence detail sheet.
7. Fire hydrants shall be located as shown on the Final Site Plans.
8. The Applicant shall sprinkler the Project's building with a wet automatic sprinkler system throughout, except for the attic which will have a dry pipe system with quick response heads. The Applicant shall submit final fire alarm/sprinkler plans to the Fire Chief for review and approval as required under the applicable Commonwealth of Massachusetts fire codes. The Project shall install the sprinklers in compliance with M.G.L. c. 148, § 26I, which shall require a sprinkler system designated per code as NFPA 13.
9. The Applicant shall equip each and every unit with water sense compliant plumbing fixtures in every bathroom, kitchen, and laundry area, and all underground water pipes shall have water-tight joints.
10. The Project shall have security cameras at the entrances to the buildings and the driveways.
10. There shall be a defined area to accommodate children waiting for school buses, as shown on the Plans of Record.
11. To the extent that landscaping and/or other items listed in Condition 3 above (under the heading of "Prior to Issuance of Final Certificate of Occupancy Conditions") for the Project are not completed prior to the issuance of a Certificate of Occupancy, and if the Building Inspector determines pursuant to said Condition 3 that it is acceptable for a Certificate of Occupancy (or temporary certificate) to issue, the Applicant shall provide the Town with a cash or other surety in an amount to be determined by the Board in consultation with and the Board's peer review based upon the Applicant's reasonable estimate of the costs to complete such work, which such surety shall be released to Applicant upon satisfactory completion of such work as determined by the Board. The applicant shall provide a two (2)-year guarantee on all new plant material such the applicant will replace any tree or shrub that dies within this time period.

12. Within ninety (90) days of completion of the Authorized Activities, the Applicant shall submit to the Building Inspector As-Built Plans for all infrastructure and landscaping improvements.
13. Prior to issuance of the first Certificate of Occupancy, the Applicant shall obtain approval from the U.S. Postmaster of the centralized location for mailboxes and parcel areas.
14. The Applicant shall make site and stormwater management changes described in the Horsley Witten Group, Inc. December 14, 2021 letter to the Board (Exhibit C) and the traffic mitigation measures highlighted in (Exhibit D).

Post Occupancy Conditions

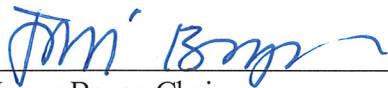
1. All on-site structures and on-site improvements site shall remain private in perpetuity, including any and all ways, parking areas, street lighting, drainage, buildings, sewer and water infrastructure and the Applicant shall bear the cost of maintenance, repairs, replacement, snow plowing and trash removal for same in perpetuity.
2. The Applicant shall provide on-site property management during normal week-day business hours as well as a telephone number for tenants to contact management that is available by phone 24/7. In the event the Applicant engages a management company, the Applicant shall post the name and telephone number of the management company at the Property.
3. Fertilizer, pesticide, and herbicide use shall be minimized to the extent consistent with good landscape maintenance practice. Road salt shall not be used for vehicular areas.
4. All catch basins and detention basins shall be cleaned at the end of construction. Thereafter, the Applicant and/or Applicant's successor shall be responsible for maintaining the site's storm-water management system in accordance with the Operations and Maintenance Plan described above.
5. The Applicant shall be permanently responsible for the following at the Project:
 - i. all plowing, sanding, and snow removal. Snow shall be piled in designated locations as shown on the Plans of Record or alternate locations acceptable to the Bourne Fire Chief.
 - ii. all site maintenance and establishing a regular schedule for site maintenance;

- iii. repairing and maintaining all on-site roadways, including drainage structures and utilities therein;
 - iv. conducting annual inspection, maintenance, and cleaning of all elements of the drainage system, including but not limited to catch basins, drain manholes, detention basins, swales, and pipelines;
 - v. site lighting.
6. Any Permit granted hereunder is granted to the Applicant and may not be transferred or assigned to any party without the approval of the Subsidizing Agency and notice to the Board, as required by 760 CMR 56.05(12)(b), except to an affiliate of the Applicant.
7. Minor changes to the Approved Plans (e.g., changes that do not materially affect the location of, or increase the height or massing of the structures, or increase the number of units contained in the residential buildings or modify any of the conditions stated herein shall be submitted to the Building Inspector who shall have the authority to approve such changes as immaterial changes. If the Building Inspector determines that the proposed changes do not conform in all material respects to the requirements of this comprehensive permit, s/he shall so notify the Applicant and the Applicant shall either bring the plans into conformance with this decision or seek modification in accordance with 760 CMR 56.07(11).
8. The Applicant shall protect adjoining properties from damage due to construction attributable to the project site including public utilities, sanitary, water and storm drainage systems and other utilities from the project site. Applicant shall repair any damage immediately at no additional cost to the Town or the abutter, if found liable.
9. The Applicant shall be responsible for accomplishing the required construction work on the project in such a manner as to effectively minimize and control any water pollution, which might be caused by soil erosion from the project. It is intended that these features be maintained in appropriate functional condition from initial construction stages to final completion of the Project. The contractor shall be responsible for conformance with local, state, and federal soil erosion and siltation controls.
10. The facing on the retaining walls shall be ledgerstone.

VI. WAIVERS:

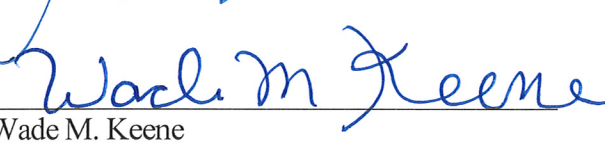
The Applicant shall comply with the Town of Bourne Zoning Bylaw and other local bylaws and regulations, except as expressly provided in the list of waivers attached hereto as Exhibit J and incorporated herein by reference.

BOURNE ZONING BOARD OF APPEALS


James Beyer, Chair


Chris Pine, Vice Chair


John O'Brien


Wade M. Keene


Pat Nemeth

Filed with Town Clerk on: _____
Sent to Applicant, certified mail, on: _____

EXHIBITS:

Exhibit A	Project Eligibility Letter
Exhibit B	Development Agreement
Exhibit C	Horsley Witten Letter 12-14-21
Exhibit D	Vanasse Letter 07-22-21
Exhibit E	Wozny/Barbar 8-30-21 Memo
Exhibit F	FD Memo to Cassie 09-10-21
Exhibit G	Police Dept. Letter 04-04-21
Exhibit H	Plans of Record
Exhibit I	Tudor Cherry Investors, LLC Condition
Exhibit J	Waivers

EXHIBIT J
WAIVERS

Bourne Zoning Bylaw Provisions (Revised November 15, 2021)

1. **ZBL §1210. ZBL Compliance.** The Applicants request a waiver from the requirement that the Building Inspector must determine in writing that the Project satisfies all ZBL requirements before issuing a building permit. **GRANTED but Building Inspector must still determine that the Project satisfies all of the requirements of this Decision before issuing a building permit.**
2. **ZBL §1220. ZBL Compliance.** The Applicants request a waiver from the requirement in this provision that Property may not be used unless the Building Inspector certifies that the use complies with the ZBL. **GRANTED but Building Inspector must still determine that the Project satisfies all of the requirements of this Decision before issuing a building permit.**
3. **ZBL §1230. Site Plan/Special Permit.** The Applicants note that this section does not apply to the proposed residential use as, under 760 CMR 56.05(7), special permit requirements do not apply to an application for a comprehensive permit. **NOT APPLICABLE**
4. **ZBL §2220 Use Regulation Schedule. Principal Uses. Residential.** The Applicants request a waiver from the prohibition in §2220 against siting multifamily dwellings in the R-40 District. **GRANTED to allow construction of a multifamily dwelling on the Property as shown on the Plans of Record.**
5. **ZBL §2460. Setting of Lot Bounds for corners of lots on a subdivision plan endorsed after 1979.** The Applicants request a waiver from the requirement to set bounds as the prior subdivision parcels that make up the Property will be merged into one parcel and bounds are not necessary. **GRANTED**
6. **ZBL §2480. Lot shape.** The Applicants request a waiver from the requirement that no lot shall be created so as to be so irregularly shaped or extended that the square of the lot perimeter exceeds thirty (30) times the gross lot area for any lot in excess of 80,000 square feet. **GRANTED**
7. **ZBL §2498. Planning Board must determine that the proposal does not circumvent the Subdivision Control Law.** The Applicants request a waiver from any action or determination by the Planning Board as the ZBA must act as the Planning Board under the Subdivision Control Law. **GRANTED. The ZBA notes that the application was provided to the Planning Board for its review and comment.**

8. **ZBL §2500 Intensity of Use Schedule.** The Applicants request the following dimensional waivers:

Requirement	Proposed	Waiver Requested
Minimum Area – 40,000 s.f. Complies.	100,000 s.f.+	None
Minimum Frontage – 125’	125’+	None
Minimum Front Yard - 30 feet.	30’+	None
Minimum Rear Yard – 15 feet	15’	None
Minimum Side Yard – 15 feet for buildings, only for one retaining wall within 5’ of property line	15’+	Yes; but not
GRANTED to allow for construction of said retaining wall as shown on the Plans of Record.		
Maximum Lot Coverage – 20%	13%	None
Maximum Building Height – 35 feet	38.9 feet GRANTED to allow for construction of the Project as shown on the Plans of Record.	Yes
Minimum Usable Open Space – 20%	61%	None

9. **ZBL §2640 and §2650. Rate of Residential Development/Rate Exemption (e).**

The Applicants request either a waiver from the application of the rate of residential development set forth under ZL §2640 or an acknowledgment by the ZBA that the affordable housing units to be developed are “Bourne Affordable Housing Units” as defined under ZBL Article V and so the Project is exempt from the rate of residential development under Exemption (e). **GRANTED**

10. **ZBL §3300 Parking Requirements.**

- **§3320. Two spaces per dwelling or 84 spaces for 42 units.**

The Applicants request a waiver to allow a total of 73 parking spaces (including 4 handicap and 12 compact spaces) a ratio of 1.7 spaces per unit.

GRANTED

11. **ZBL §3450. Lighting.**

- **§3453(c). Other Requirements**

The Applicant requests a waiver from the requirement of an illumination ratio (brightest/darkest) of not more than 4:1. The Illuminating Engineering Society recommends a uniformity ratio max:min of 15:1 for parking lots. Due to the maximum coverage requirement of the proposed leachfield, lighting cannot be sited within the parking lot, so the Applicant is unable to reduce the illumination ratio. ZBL §3453(c) does state that the Planning Board may approve alternative arrangements.

GRANTED subject to the condition that the Applicants shall provide lens shields that buffer neighboring properties from glare, as shown on the Plans of Record (including the “Photometric Study” Plan).

12. ZBL §3500. Landscaping and Screening.

- **§3512(ii). Plants. Minimum number of trees equals planting area length divided by 30 or shrubs divided by 3.**

The Applicants request a waiver for the parking area. The upper and lower parking area have the leaching field and no trees are possible. Where planting is possible, trees have been added at 20 feet to 30 feet on center. **GRANTED, to allow the species, sizes and number of trees as shown on the Plans of Record Sheets C-19 and C-20 (Landscape Plans) and Sheet C-22 (Planting Details)**

- **§3513(iv). Planting Areas.**

The Applicants request a waiver to eliminate the requirement for plantings within the parking areas. **GRANTED**

- **§3540 Parking and Loading Area Requirements**

The term “Lot Depth” is not defined in the Zoning Bylaw; Applicant requests a waiver to allow parking and loading as shown on the Project Plans.

GRANTED

- **§3570. Natural Cover Removal Special Permit for exposing 10,000 s.f. of earth. Note: Special permit relief may not be imposed. 760 CMR 56.05(7). NOT APPLICABLE**

13. ZBL §4400. Earth Removal Special Permit.

The Applicants note that this provision would not apply to the Project because all earth removal performed will be incidental to the residential construction, which is exempt from this provision; but, in any event, the Applicants note that no special permit relief may be imposed under 760 CMR 56.05(7). **NOT APPLICABLE**

Bourne Planning Board Subdivision Rules and Regulations (2017)

Section 223: Standards of Access Adequacy

- A waiver is requested from minimum right-of-way width for a Collector Street of 50 feet. The right-of-way for Cape View Way under the 1987 Subdivision is 40 feet and the proposed modified right-of-way is 40 feet as shown on the Project plans. **GRANTED**

Section 264: Environmental Impact Report

- A waiver is requested from submitting a comparative Environmental Report. **GRANTED**

Section 266: Performance Guarantee

- A waiver is requested so that the ZBA, not the Planning Board, will set any performance guarantee under G.L. c.41, §81U, ¶7. **GRANTED**

Section 312: Required Cross Section

- A waiver is requested from any requirement to design and locate grading, pavement, utilities, and other improvements as indicated on the Required Cross Section in the Subdivision Rules Appendix, because Cape View Way is already an approved subdivision and is in use to serve Lot 5 for the Fire Department and the remaining portion of the way, as proposed to be modified is proposed to serve only one additional lot with no other through traffic. **GRANTED**

Section 321(f): Location and Alignment – Minimum Centerline Radii

- A waiver is requested from a minimum centerline radii of curved collector street of 250 feet. The proposed radii is 100 feet as shown on the Plans of Record. **GRANTED**

Section 322(a): Width – Minimum Right-of-Way Width

- A waiver is requested from minimum right-of-way width for a Collector Street of 50 feet for a small portion of Cape View Way. The right-of-way approved for the

1987 Subdivision is 40 feet. The proposed right-of-way width for the way as revised is proposed to be 40 feet as shown on the Plans of Record. **GRANTED**

Section 322(b): Width – Minimum Pavement Width for a Collector Street of 22 Feet

- A waiver is requested from the minimum pavement width of 22 feet for a Collector Street, to reduce the required minimum to 12 feet for the cul-de-sac portion of the roadway because this portion of the roadway will be one-way street. **GRANTED**

Section 324: Sight Distances

- A waiver is requested from the minimum forward stopping sight distance of 400 feet that is required for a Collector Street. **GRANTED**

Section 326.E: Pavement Surface

- A waiver is requested from the wearing surface of roadways and driveways within the right-of-way shall be a two-course, type I-1 bituminous concrete pavement applied with a 2 ¾" compacted base course and 1 ¼" compacted finish course. The Applicant is proposing a 3" pavement section as the Applicant does not think a 4" pavement section is required for the private way. **GRANTED**

Section 352.A: Stormwater Management – Road Drainage

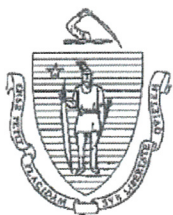
- 7. A waiver is requested from the requirement that all piping be concrete unless protected corrugated aluminum is approved by the Board. High density polyethylene (HDPE) piping is proposed for the connections for the stormwater management facilities. **GRANTED**

Section 352.D: Stormwater Management – Design Requirements

- 1. A waiver is requested from the required water quality depth of 1.70 inches to allow a depth of 1.0 inch. The Conservation Commission has approved the Project and did not impose the 1.70 inch requirement. **GRANTED**
- 3. A waiver is requested from the prohibition against subsurface infiltration for the treatment and/or control of road runoff for new subdivision roads as this is not a new subdivision road. It was approved in 1987 and is simply being modified to allow the catch basins and recharge basins shown on the Plans of Record. **GRANTED**

Section 354: Cable Utilities

- d. A waiver is requested from the requirement to locate underground utilities as indicated on the Required Cross Section and to allow the utilities to be located as shown on the Plans of Record as this is not a new subdivision way. **GRANTED**



Commonwealth of Massachusetts
**DEPARTMENT OF HOUSING &
 COMMUNITY DEVELOPMENT**

Charles D. Baker, Governor ♦ Karyn E. Polito, Lt. Governor ♦ Jennifer D. Maddox, Undersecretary

February 23, 2021

Rodger Brown
 Managing Director of Real Estate Development
 Preservation of Affordable Housing, Inc.
 2 Oliver Street, Suite 500
 Boston, MA 02109

Re: Cape View Way, Bourne, MA – Site Approval Letter

Dear Mr. Brown:

We are pleased to inform you that your application for project eligibility determination for the proposed Cape View Way project located in Bourne, Massachusetts, has been approved under the Low Income Housing Tax Credit (LIHTC) program. The property is located at Cape View Way, Bourne, Massachusetts. This approval indicates that the proposed plan is for 51 units, 36 of which will be affordable at no more than 60% of area median income. However, in the event of a lender foreclosure, the affordability requirement shall be the Chapter 40B minimum of 25% of the units affordable to households with incomes up to 80% of area median income. The proposed development will consist of 17 one-bedroom units, 29 two-bedroom units, and 5 three-bedroom units and the rental structure as described in the application is generally consistent with the standards for affordable housing to be included in the community's Chapter 40B affordable housing stock. This approval does not constitute a guarantee that LIHTC funds will be allocated to the Cape View Way project. It does create a presumption of fundability under 760 CMR 56.04, and allows Preservation of Affordable Housing, Inc. (POAH) and Housing Assistance Corporation (HAC) to apply to the Bourne Zoning Board of Appeals for a comprehensive permit. The sponsor should note that a One Stop submission for funding for this project must conform to all Department of Housing and Community Development (DHCD) program limits and requirements in effect at the time of submission.

As part of the review process, DHCD has made the following findings:

1. The proposed project appears generally eligible under the requirements of the Low Income Housing Tax Credit program.
2. DHCD has performed an on-site inspection of the proposed Cape View Way project and has determined that the proposed site is an appropriate location for the project. The site is located near a post office and a small shopping center containing retail and restaurant establishments. Other residential uses are adjacent to the site and access to Route 6 is a short distance away.

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 TOWN CLERK BOURNE

3. The proposed housing design is appropriate for the site. A 51-unit, three story wood-framed structure is proposed for the site. The proposed building takes advantage of the sloped topography, allowing for a three-story building facing the interior of the site, stepping down to a less-imposing two-story building adjacent to neighboring parcels.
4. The proposed project appears financially feasible in the context of the Bourne housing market. The proposal includes 8 units for households earning up to 30% of area median income (AMI), 28 units for households earning up to 60% AMI and 15 units for households earning up to 80% AMI.
5. The initial proforma for the project appears financially feasible and consistent with the requirements for cost examination and limitations on profits on the basis of estimated development and operating costs. Please note again that a One Stop submission for funding for this project must conform to all DHCD program limits and requirements in effect at the time of submission.
6. A third-party appraisal has been completed and reviewed by DHCD. The Low-Income Housing Tax Credit Program Guidelines state that the allowable acquisition value of a site with a comprehensive permit must be equal to or less than the value under pre-existing zoning, plus reasonable carrying costs. The site will be conveyed for \$100,000 via an initial payment for a long-term ground lease.
7. The ownership entity will be a single-purpose entity controlled by the Applicant subject to limited dividend requirements, and meets the general eligibility standards of the Low Income Housing Tax Credit program. The Applicant will need to demonstrate sufficient organizational capacity to successfully develop the project under the Low-Income Housing Tax Credit program.
8. The Applicant, along with Housing Assistance Corporation, is the designated developer of the site.
9. DHCD did not receive any comments on the application from the Town of Bourne.

The proposed Cape View Way project will have to comply with all state and local codes not specifically exempted by a comprehensive permit. In applying for a comprehensive permit, the project sponsor should identify all aspects of the proposal that will not comply with local requirements.

If a comprehensive permit is granted, construction of this project may not commence without DHCD's issuance of Final Approval pursuant to 760 CMR 56.04 (7) and an award of LIHTC funds. This project eligibility determination letter is not transferable to any other project sponsor or housing program without the express written consent of DHCD. When construction is complete, a Chapter 40B cost certification and an executed and recorded 40B Regulatory Agreement in compliance with DHCD's requirements pertaining to Chapter 40B must be submitted and approved by DHCD prior to the release of a Low-Income Housing Tax Credit Form 8609.

This letter shall expire two years from this date, or on February 23, 2023, unless a comprehensive permit has been issued.

We congratulate you on your efforts to work with the town of Bourne to increase its supply of affordable housing. If you have any questions as you proceed with the project, please feel free to call or email Rebecca Frawley Wachtel at (617) 573-1318 or at Rebecca.Frawley@mass.gov.

Sincerely,



Catherine Racer
Director

cc: Chairperson Judith MacLeod Froman, Bourne Board of Selectmen

EXHIBIT B

DEVELOPMENT AGREEMENT

This Development Agreement (this "Agreement") is made as of this 20th day of June, 2019, by and between Preservation of Affordable Housing, Inc., an Illinois nonprofit corporation, having a place of business at 40 Court Street, Suite 700, Boston, MA 02108 ("POAH") and Housing Assistance Corporation, a Massachusetts nonprofit corporation, having a place of business at 460 West Main Street, Hyannis, MA 02601 ("HAC," and jointly with POAH, the "Developer") and the Bourne Housing Authority, public body corporate and politic organized under the laws of the Commonwealth of Massachusetts, having a place of business at 871 Shore Road, Pocasset, MA 02559 ("BHA").

Recitals

A. BHA is the owner in fee simple of certain property containing approximately 2.94 acres on Cape View Way, Bourne, MA ("Property"). BHA wishes to develop the Property as affordable rental housing. BHA has determined that it can best accomplish this purpose by engaging a private developer to develop, construct and operate such housing while BHA maintains long-term site control and provides oversight.

B. On or about July 11, 2018, BHA issued a request for proposals in connection with the contemplated development, construction and operation of a maximum of sixty (60) units of affordable rental housing on the Property. On or about October 15, 2018, Developer submitted a proposal (the "Proposal") to develop, construct and operate 51 residential units on the Property as generally described in the Proposal which is attached as Exhibit A and incorporated herein by reference and otherwise in accordance with this Agreement (the "Project"). On or about December 27, 2018, BHA designated Developer as the developer for the Project.

C. BHA and Developer desire to enter into an agreement pursuant to which Developer will develop, construct and operate the Project on a portion of the Property, such portion to be determined by the parties in accordance with this Agreement as set forth below.

Agreement

NOW, THEREFORE, in consideration of the foregoing premises, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto agree as follows:

Article 1. Site Control; Ground Lease; Developer Fee, Etc.

1.1 Determination of Project Site. The parties agree that the Project shall be located on the Property with exact boundaries as delineated in the property site plan (and/or) survey attached hereto as Exhibit B (the "Project Site").

1.2 Ground Lease of Project Site. After the Project Site has been determined, and at such time as Developer is ready to close on its construction financing for development of the Project, BHA and a single purpose entity formed by Developer (the "Project Owner") shall enter into a mutually agreeable ground lease ("Ground Lease"), pursuant to which BHA will lease the Project Site to the Project Owner for a term of ninety-nine (99) years and otherwise on terms consistent with this Agreement. The Ground Lease shall be on a "triple net" basis, with all costs and expenses, including taxes and insurance, paid by tenant and shall be such commercially reasonable form with such provisions as are reasonably required by the Project Owner's

mortgage lenders. If and when executed, the Ground Lease shall supersede this Agreement in its entirety.

1.3 Developer Right of Entry. BHA grants to Developer, its agents, employees, subcontractors, and their agents and employees, a license to enter onto the Property for the purpose of investigating site conditions including, without limitation, surveying, conducting soil tests or borings, and conducting other investigations or engineering tests. Any such entry shall be done at Developer's sole cost and expense, and at Developer's sole risk. Developer agrees to indemnify, defend, and hold harmless BHA and its employees and agents, from and against any cost, expense, claim or liability arising from any such entry onto the Property by Developer, its agents, employees or subcontractors. Developer shall cause its hazard and liability insurance coverages to include the BHA, its employees and agents, as additional insureds for claims caused in whole or in part by the Developer's negligent acts or omissions during the Developer's investigation of site conditions including, without limitation, surveying, conducting soil tests or borings, and conducting other investigations or engineering tests. Developer agrees that it shall conduct all such tests and investigations in a manner which will cause as little damage as possible to the Property, and in the event of any such damage, shall promptly repair and restore the same at its sole cost and expense. Developer agrees further that all such tests and investigations will be conducted in compliance with all applicable laws and regulations, with due respect for the privacy and safety of residents of the Property, and consistent with any applicable notice provisions of BHA's leases with residents of the Property.

1.4 Developer Fee and Overhead. Developer shall be entitled to receive a developer fee and reimbursement for developer overhead in connection with the Project in such amounts and paid on such schedules as approved by the Department of Housing and Community Development. In no event shall payment of any part of such amounts be an obligation of BHA.

1.5 Property Management of Completed Project. An affiliate of POAH, POAH Communities, shall be the property manager of the completed Project. The parties shall enter into a standard form residential management agreement, including standard performance and termination provisions, for an initial term of one (1) year.

1.6 Town CPA Project Financing. BHA shall support the Developer's request to secure a grant of \$200,000 for the Project, which grant shall be funded through Community Preservation Act funds.

Article 2. Development of Project; Affordability; Term of Agreement.

2.1 The Project. Subject to the Requirements (defined below), Developer shall have responsibility for all aspects of the design, development, construction and operation of the Project.

2.2 Affordability. All of the dwelling units at the Project shall be affordable to households earning 80% of or less of the median family income for the Town of Barnstable Standard Metropolitan Statistical Area, adjusted for family size. Developer shall endeavor, to the greatest extent feasible, to develop a unit mix consistent with the proposed unit mix summarized in the chart on Page 25 of its Proposal, which is attached as Exhibit A and incorporated herein by reference, and otherwise in accordance with DHCD's Qualified Allocation Plan, lender and investor requirements and in accordance with all applicable state and local laws.

2.3 Development Costs. It is understood and agreed that Developer shall receive the Project Site in an "as is" condition and shall bear all costs associated with the Project as

contemplated hereunder. BHA will pay its own legal fees in connection with preparation and negotiation of this Agreement and the Ground Lease.

2.4 Term of Agreement. In the event that the Developer has not closed on its construction financing for development of the Project by September 30, 2021, this Agreement shall automatically be extended for a period not to exceed ninety (90) days without notice; and provided further, at the expiration of said ninety (90) day period, this Agreement may be extended by written notice of either party until such date Developer closes on its construction financing, in such party's sole discretion. In the event Developer's construction financing is not obtained within the time periods set forth in this paragraph, this Agreement shall terminate, unless further extended by the Parties.

Article 3. Respective Responsibilities of Parties.

3.1 Responsibilities of Developer. All aspects of the development of the Project as a financially feasible project shall be the sole responsibility of Developer, it being understood that Developer shall only be responsible for the construction and operation of the Project to the extent Developer timely receives all funding, permits and approvals contemplated in the Proposal or this Agreement or otherwise necessary for the Project. Specific Developer responsibilities include, without limitation, the following:

(a) Developer shall provide BHA on a timely basis with all information with regard to Developer's activities which BHA reasonably requests.

(b) Developer shall select, coordinate, direct and manage the Project development and construction teams identified in the Proposal. Upon request, Developer shall provide BHA with copies of the contracts with the development and construction teams.

(c) Developer shall apply for, secure, and enter into all necessary Project financing and subsidy arrangements. Developer shall keep BHA fully informed of all applications for government assistance and public or private financing with respect to the Project and upon request shall provide BHA with copies of formal submissions.

(d) Developer shall obtain hazard and liability insurance reasonably satisfactory to BHA.

(e) Developer shall use diligent efforts to adhere to the Project Development Schedule attached as Exhibit C.

(f) Developer shall comply with all the Requirements (defined below), and shall obtain all necessary governmental consents and approvals, including a comprehensive permit pursuant to M.G.L. Ch. 40B, a building permit and other permits.

(g) Developer shall prepare and carry out a marketing/lottery plan for the marketing of the dwelling units at the Project and submit the same to BHA for review and approval. Developer shall prepare a form resident lease for BHA's approval.

(h) Developer shall manage and supervise the construction of the Project in accordance with the terms of the Ground Lease.

(i) Developer shall pay to the BHA a \$100,000.00 payment in accordance with the terms of the Ground Lease.

3.2 Responsibilities of BHA. The following matters shall be the primary responsibility of BHA:

(a) BHA shall review on an expeditious basis any matter submitted to it for review or approval and advise Developer of approval or denial, and (if relevant) of its reasons for denial.

(b) BHA shall provide reasonable support for the Project with local, state, and Federal agencies, lenders, and other applicable parties. BHA shall provide reasonable assistance requested by Developer in obtaining licenses, approvals, clearances, the comprehensive permit and other permits, or other cooperation from local, state, and Federal agencies and officials and from local governing bodies, including with respect to the approval of the Project by the Department of Housing and Community Development pursuant to 760 CMR 4.12. BHA will cooperate with Developer in pursuing any real estate tax exemptions and abatements that may be available for the Project. Notwithstanding the foregoing, all reasonable support and cooperation from the BHA shall be at no expense to the BHA and shall be done at Developer's sole cost and expense.

3.3 Responsibilities of Both Parties.

(a) If resources anticipated by the parties for the Project become unavailable, or for any reason the Project ceases to be feasible, including, without limitation, due to engineering constraints of the Property, BHA will work with Developer, both in good faith, to develop changes or alternate plans which accomplish the original goals set forth in this Agreement to the maximum extent possible given available resources, which changes may include a reduction in the number of the units in the Project or a change in affordability levels. In the event that the parties, using good faith, are either unable to identify feasible changes or alternate plans or to agree upon proposed changes or alternate plans within six (6) months after the need for changes or alternate plans has been identified, either party may terminate this Agreement upon written notice to the other party.

Article 4. Design Review; Project Development Schedule; Project Budget.

4.1 Design Review. Developer shall work closely with BHA during each phase of the design process to ensure that BHA has a meaningful opportunity to review and provide input on the work product. The development and construction of the Project is subject to such site plans, concept plans, plans and specifications and the like as may be approved pursuant to this Agreement by the parties ("Approved Plans") and all applicable Town of Bourne ordinances, regulations and processes ("Local Ordinances") (the Approved Plans and Local Ordinances, collectively, the "Requirements").

4.2 Project Development Schedule. Attached hereto as Exhibit B is the Project Development Schedule, including proposed dates for performance of certain milestones.

Article 5. Default; Remedies.

5.1 Default by Developer. The occurrence of any of the following events shall constitute an event of default ("Event of Default") under this Agreement by Developer:

5.1.1 If Developer fails to diligently prosecute the development and construction of the Project in accordance with this Agreement or to observe or perform in any material respect any covenant, condition, agreement or obligation hereunder and shall fail to cure, correct or remedy such failure within thirty (30) days after the receipt of a written notice thereof, unless such failure cannot be cured by the payment of money available to the Project and cannot with due

diligence be cured within a period of thirty (30) days, in which case such failure shall not be deemed to continue if Developer proceeds promptly and with due diligence to cure the failure and diligently completes the curing thereof, but in no event shall such extended cure period extend beyond ninety (90) days;

5.1.2 If Developer shall be adjudicated bankrupt or be declared insolvent under the federal bankruptcy code or any other federal or state law (as now or hereafter in effect) relating to bankruptcy, insolvency, reorganization, winding up or adjustment of debts (hereinafter collectively "Bankruptcy Laws") or if Developer shall (a) apply for or consent to the appointment of, or the taking of possession by, or any receiver, custodian, trustee, United States Trustee, or liquidator (or other similar official) of Developer or of any substantial portion of Developer's property, or (b) generally not pay its debts as they become due, admit in writing its inability to pay its debts generally as they become due, or (c) make a general assignment for the benefit of its creditors, or (d) file a petition commencing a voluntary case or seeking to take advantage of any Bankruptcy Law; or

5.1.3 If an order for relief against Developer shall be entered in any involuntary case under the any Bankruptcy Law, or if the petition commencing an involuntary case against Developer or proposing reorganization of Developer under any Bankruptcy Law shall be filed in and approved by any court of competent jurisdiction and not be discharged or denied within sixty (60) days after filing, or if a proceeding or case shall commence in any court of competent jurisdiction seeking aid or liquidation, the organization, dissolution, winding up or adjustment of debts of Developer, or the appointment of a receiver, custodian, trustee, United States Trustee, or liquidator or (other similar official) of Developer or of any substantial portion of Developer's property, or any similar relief as to Developer pursuant to any Bankruptcy Law, and any such proceeding or case shall continue undismissed, or an order, judgment or decree approving any or ordering any of the foregoing shall be entered and continued unstayed and in effect for thirty (30) days.

5.2 Remedies for BHA. If there is an Event of Default by Developer, BHA may, in addition to any and all other remedies available to it at law or in equity terminate this Agreement upon written notice to Developer.

5.3 Default by BHA. The occurrence of any of the following events shall constitute an Event of Default by BHA hereunder:

5.3.1 If BHA fails in any material respect to observe or perform any covenant, condition, agreement or obligation hereunder, and shall fail to cure, correct or remedy such material default within thirty (30) days after the receipt of written notice thereof, unless such failure cannot be cured by the payment of money and cannot with due diligence be cured within a period of thirty (30) days, in which case such failure shall not be deemed to continue if the BHA proceeds promptly and with due diligence to cure the failure and diligently completes the curing thereof, but in no event shall such extended cure period extend beyond ninety (90) days;

5.3.2 If BHA shall be adjudicated bankrupt or be declared insolvent under any Bankruptcy Laws or if BHA shall (a) apply for or consent to the appointment of, or the taking of possession by, or any receiver, custodian, trustee, United States Trustee, or liquidator (or other similar official) of BHA or of any substantial portion of BHA's property, or (b) generally not pay its debts as they become due, admit in writing its inability to pay its debts generally as they become due, or (c) make a general assignment for the benefit of its creditors, or (d) file a petition commencing a voluntary case or seeking to take advantage of any Bankruptcy Law; or

5.3.3 If an order for relief against BHA shall be entered in any involuntary case under any Bankruptcy Law, or if the petition commencing an involuntary case against BHA or proposing reorganization of BHA under any Bankruptcy Law shall be filed in and approved by any court of competent jurisdiction and not be discharged or denied within sixty (60) days after filing, or if a proceeding or case shall commence in any court of competent jurisdiction seeking aid or liquidation, the organization, dissolution, winding up or adjustment of debts of BHA, or the appointment of a receiver, custodian, trustee, United States Trustee, or liquidator or (other similar official) of BHA or of any substantial portion of BHA's property, or any similar relief as to BHA pursuant to any Bankruptcy Law, and any such proceeding or case shall continue undismissed, or an order, judgment or decree approving any or ordering any of the foregoing shall be entered and continued unstayed and in effect for thirty (30) days.

5.4 Remedies for Developer. If there is an Event of Default by BHA, Developer may, in addition to any and all other remedies available to it at law or in equity terminate this Agreement upon written notice to BHA.

Article 6. Miscellaneous.

6.1 Integration. This Agreement expresses the entire agreement of the parties, and supersedes and replaces any prior agreements of the parties, written or oral.

6.2 Applicable Law. This Agreement shall be construed under the laws of the Commonwealth of Massachusetts.

6.3 Amendment. This Agreement may be amended only by a written instrument, executed by the party to be charged therewith.

6.4 Notices. Whenever, by the terms of this Agreement, notice or any other communication shall or may be given, such notice or communication shall be in writing and shall be deemed given upon the earlier of (i) actual receipt by the party to whom addressed or by such party's agent or employee, (ii) two business days after being deposited in the U.S. mail, registered or certified mail, postage prepaid, or (iii) one business day after being delivered to a so-called "overnight" mail service with 1-day service, in any event addressed as follows:

If to BHA, to:

Bourne Housing Authority,
871 Shore Road
Bourne, MA 02553
Attn: Debra Jordan, Executive Director

and a copy to:

If to Developer, to:

Preservation of Affordable Housing,
Inc.,
40 Court Street, Suite 700
Boston, MA 02108
Attn: Cory Fellows, Vice President of
Real Estate Development

and a copy to:

Daniel M. Rosen
Klein Hornig LLP
101 Arch Street, Suite 1101
Boston, MA 02110

6.5 Approvals and Consents. Where the approval or consent of either party is required, such approval or consent shall not be unreasonably withheld, conditioned or delayed. All approvals and consents shall be requested and provided in writing. Any denial of an approval or consent shall be in writing and shall contain a clear and full statement of the reasons for the denial. Unless otherwise specifically provided in this Agreement, if approval or consent is requested pursuant to the notice procedures set forth in this Agreement and if no response is received within fourteen (14) days of the notice, the approval or consent shall be conclusively deemed granted.

6.6 Reliance by Developer. BHA acknowledges that Developer intends to rely on this Agreement and further agrees Developer may rely on this Agreement to establish to third parties that it has site control of the Project Site in order to qualify for financing and obtain other approvals for the Project.

6.7 Prohibition on Assignment. This Agreement may not be assigned or transferred by Developer without the written consent of BHA. Notwithstanding the foregoing, for the purposes of this Agreement, "Developer" shall refer variously to Preservation of Affordable Housing, Inc., Housing Assistance Corporation and, as the context dictates, any an entity which either directly or indirectly controls, is controlled by or is under common control with Preservation of Affordable Housing, Inc., which Preservation of Affordable Housing, Inc. may organize to accomplish its obligations hereunder.

[signature page follows]

IN WITNESS WHEREOF, the parties have executed and delivered this Agreement under seal as of the date and year first written above.

Preservation of Affordable Housing, Inc.

By: 
Aaron Gornstein, Chief Executive Officer

Housing Assistance Corporation

By: 
Alisa M. Galazzi, Chief Executive Officer

Bourne Housing Authority

By: 
Debra Jordan, Executive Director

List of Exhibits:

Exhibit A	Proposal
Exhibit B	Site Plan (and/or) Survey
Exhibit C	Draft Project Development Schedule



BOURNE HOUSING AUTHORITY

871 Shore Road • Pocasset, MA 02559 • (508) 563-7485 • FAX (508) 564-7531 • email: info@bournehousing.org

December 16, 2021

Cory Fellows
Vice President, Real Estate Development
Preservation of Affordable Housing, Inc.
2 Oliver Street, Suite 500
Boston MA 02109


David Quinn
Director of Housing Development & Planning
Housing Assistance Corporation
460 West Main Street
Hyannis, MA 02601

Dear Mr. Fellows and Mr. Quinn;

I am happy to inform you that on December 16, 2021 the Board of Commissioners of the Bourne Housing Authority voted unanimously to extend the Cape View Way Development Agreement between the Bourne Housing Authority and the Preservation of Affordable Housing, Inc. and the Housing Assistance Corporation through December 31, 2022.

We look forward to continuing our work with you in providing more affordable housing to our community.

Sincerely,



Greg Wheeler
Executive Director



Equal Opportunity Housing and Employment



EXHIBIT C

Horsley Witten Group

Sustainable Environmental Solutions

90 Route 6A • Unit 1 • Sandwich, MA 02563
508-833-6600 • horsleywitten.com



December 14, 2021

James Beyer, Chairman
Zoning Board of Appeals
Bourne Town Hall
24 Perry Avenue
Buzzards Bay, MA 02532-3441

Re: Preservation of Affordable Housing LLC and Housing Assistance Corporation
Cape View Way 40B
Changes to Plans and Project to be Incorporated into ZBA Decision

Dear Mr. Beyer and Zoning Board Members:

The Applicants have agreed to a reduction in number of units from 51 to 42 units and the associated site design changes Reflected in the following Plans and the Project, while reserving their rights under the initial plans submitted with the Application:

1. Revised Site Engineering Permitting Plans dated December 2021 (22 sheets).
2. Modification of original Definitive Subdivision Plan endorsed July 23, 1987.
3. Revised Stormwater Analysis and Drainage Report (December 2021).
4. Revised Photometric Lighting Plan (November 23, 2021).
5. Revised Turning Radius Templates (December 2021).
6. Architectural Drawings dated December 15, 2021 (25 sheets sheets).

The following changes, agreed to, are based on comments from the Board.

BUILDING

- Reduced total unit count from 51 to 42 units.
- Reduced proposed building footprint (1,600 sf) from 20,700 sf to 19,100 sf.
- Reduced the height of the building on both the east and west wings.

SETBACK AND BUFFERS

- Relocated the building to maintain a 15 foot rear setback along north property line.
- Increased the building setback from the 50' wetland buffer to 24 feet.
- Increased the existing buffer in the northeast corner of the lot (abutting Cherry Hill Apartments) by 8 feet.

SITE DESIGN

- The access drive and wall is "pushed" further south, requiring a more substantial retaining wall (to be designed by others) along the southern property line.
 - Concrete block retaining wall with capstone (or equivalent) replaces the boulder wall to accommodate required greater height (8'-6").
 - The wall steps down on both ends to a minimum height of 18"
 - A wall elevation and typical detail has been added.
 - A guardrail has also been added.
- 73 total spaces parking ratio increased to 1.7 spaces per unit.
 - Includes 4 handicapped parking spaces.
 - The compact parking spaces along the access drive (12) have been removed.
- Screening fence vinyl chain link fence locations have been modified based upon the applicants discussions with the abutters. A screening fence detail has been added.
- Additional benches have been added as requested.
- A grill has been added to the patio space.

OUTDOOR SPACES

- Increased the outdoor space at the rear of the building by 10.5 feet.
- Open field play space and pathway have been added north of the lower parking lot, on top of the leachfield.

LANDSCAPE AND LIGHTING

- Landscape plan has been revised to address the building relocation.
- Revisions to the proposed vegetated buffer along the southern property line, due to the relocated drive and loop.
 - Adjusted plant layout and added evergreens to help offset lost screening.
 - A section of screening fence has been added.
- Additional ornamental grass/perennial screening buffer has been added to the lower parking lot northern edge at the request of the Cherry Hill Apartments.
- Additional trees (4) added along the western edge of the upper parking lot between the building and parking lot.
- Additional trees (3) added to the southwestern edge of the building between the 50' Wetland Buffer and building.
- Lighting layout has been adjusted and a revised photometric plan has been provided.
- Light selected is dark sky compliant and shielded.

The revised documents submitted also address the comments received from the Town's peer review consultant, PCS on August 11, 2021, and as addressed in Horsley Witten Group Inc.'s (HW) response letter dated September 14, 2021. The following items, agreed to, specifically address the comments received in the final peer letter from PCS dated September 27, 2021.

SUBDIVISION

- Sheet C-3 "Proposed Subdivision Plan: has been removed from the plan set and a stand-alone "Modification of the Definitive Subdivision Plan" has been submitted which includes the following:
 - The title "Definitive Subdivision Plan"
 - A signature block for the ZBA to endorse the plan and the Town Clerk block.
 - Show bounds (permanent monuments) to define the layout (PC, PT, and corner rounding's).
 - The new lot (all land outside the right-of-way) should be labeled as "Lot 1" with the area and area of upland stated.
 - Shows the Zoning District.
 - The current lots be labeled as "Former Lot 86," "Former Lot 88" etc.
 - The edge of right-of-way beyond the roadway terminus should be shown with dashed lines and the right-of-way labeled as "To Be Abandoned." Graphically, Lot 1 should be depicted so it is clear it includes the segment of the former right-of-way that is to be abandoned.
 - Properties at 45 Meetinghouse Lane (original subdivision Lots 1 and 2) and 51 Meetinghouse Lane (original subdivision Lots 3, 4, and 5) should be graphically depicted so it is clear that they are included in the subdivision modification.
 - 51 Meetinghouse Lane (original subdivision Lots 3, 4, and 5) must be shown in their entirety.
 - Graphically show the perimeter of the subdivision more prominently and adjust line weights for non-subdivision lots so it is clear what land is included in the subdivision.
 - Prior to building permit, the final modified Definitive Subdivision Plan should be recorded in the Registry of Deeds.

STORMWATER Collection System

- All comments in the PCS letters have been addressed.
- It was agreed that Flexstorm® Pure Permanent Inlet Protection inserts would be acceptable and have been added to all catch basins to provide additional 25% TSS removal. The manufacturer information has been added to the appendices of the Stormwater Analysis and Drainage Report.

WASTEWATER

- Wastewater flow reduced by 1,100 gallons per day.
- Leach field footprint reduced by approx. 2,100 sf.

WASTEWATER

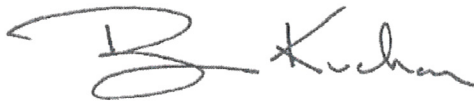
Additional Septic Comments Based On The Revised Conventional Design

- All additional wastewater comments have been addressed (PSC comments 63 thru 79)

- As requested, additional soil testing also will be performed during the construction phase prior to leaching field installation.
- The submitted plans are currently noted as "Permitting Set Only Not for Construction." Final construction drawings for the entire project, including the wastewater system, will be submitted to the Bourne Health Department for administrative approval prior to the submission of a building and the start of construction.
 - The Bourne Health Agent (Terri Guarino) has also confirmed that all other comments from previous plan submission to the Board of Health appear to have been addressed.

Sincerely,

Horsley Witten Group, Inc.

A handwritten signature in black ink, appearing to read "B. Kuchar". The signature is fluid and cursive, with a large initial "B" and a stylized "Kuchar".

Brian Kuchar, RLA, P.E.
Associate Principal

EXHIBIT D



35 New England Business Center Drive
Suite 140
Andover, MA 01810

Ref: 8963

July 22, 2021

Ms. James Beyer, Chairman
Zoning Board of Appeals
Town of Bourne
24 Perry Avenue - Room 203
Buzzards Bay, MA 02532-3441

Attn: Ms. Cassie Hammond

Re: Response to Peer Review of the Transportation Impact Assessment (TIA)
Cape View Way Comprehensive Permit Project
Bourne, Massachusetts

Dear Chairman Beyer and Members of the Zoning Board of Appeals:

Vanasse & Associates, Inc. (VAI) is providing responses to the comments that were raised in the July 20, 2021 Peer Review memorandum prepared by Professional Services Corporation, PC (PSC) on behalf of the Zoning Board of Appeals (ZBA) in reference to the May 2021 *Transportation Impact Assessment* (the "May 2021 TIA") prepared by VAI in support of the proposed multifamily residential development to be located off Cape View Way in Bourne, Massachusetts (hereafter referred to as the "Project"). Listed below are the comments that were identified in the subject memorandum followed by our response on behalf of the Applicant.

STUDY METHODOLOGY

Comment: *In preparing the submitted Transportation Impact Assessment (TIA) Vanasse & Associates inc (VAI) consulted the Town of Bourne and utilized the MassDOT Transportation Impact Assessment (TIA) Guidelines. The TIA includes assessment of existing and future conditions and provision of recommendations for measures to mitigate traffic impacts. Intersection operations were evaluated using the procedures of the Highway Capacity Manual using in the Synchro® 11. Computer model. Overall, we find the methodology to be consistent with the MassDOT TIA Guidelines and standard engineering practice.*

Response: No response required.

TRANSPORTATION STUDY AREA

Comment: *The Transportation Study Area encompasses 3 intersections: the signalized Meetinghouse Lane/Route 3A/Canal Street Intersection, the unsignalized Meetinghouse Lane/Scusset Beach Road/Old Plymouth Road Intersection, and the unsignalized Meetinghouse Road/Cape View Way/54 Meetinghouse Lane Driveway Intersection which provides access to the Project Site. Given the magnitude of the traffic volumes generated by the Proposed Project, we consider the extent of the Transportation Study Area to be sufficient.*

Response: No response required.

TRAFFIC VOLUMES

Comment: *VAi obtained automatic traffic recorder (ATR) counts, manual turning movement counts (TMCs), vehicle classification counts, and vehicle speed data on Tuesday April 27th and Wednesday April 28th, which properly represent midweek conditions.*

Response: No response required.

TRAFFIC VOLUME ADJUSTMENTS

Comment: *In order to account for the reduced 2021 traffic volumes resulting from the Massachusetts Safer at Home Order and the Phased Reopening Massachusetts Plan, the counted traffic volumes were increased by 23.8%. We consider this adjustment to be sufficient.*

Traffic volume counts for the proposed project were taken in the month of April which is a below average month of the year for traffic volumes. Accordingly, the VAI increased the counted traffic volumes by 1.9% to adjust to Average Season traffic volumes based upon analysis of traffic volume data from MassDOT Continuous Count Station Number 708 located on the Mid Cape Highway in Bourne.

Although the Proposed Project falls below the threshold where compliance is required, the requirements for transportation impact assessment set forth in the Cape Cod Commission's Technical Bulletin 96-003 provides valuable guidance on methodologies appropriate for preparing transportation impact assessments in Bourne.¹ Technical Bulletin 96-003 requires an analysis of Existing, No Build, and Build traffic volumes for both Average Season and Peak Season cases.

To initially indicate the magnitude of the required Peak Season adjustment, we reviewed Monthly Traffic Volume data for MassDOT Count Station 708 on the Mid Cape Highway in Bourne. For consistency with the VAI analysis, we used 2019 traffic volume data.

The Monthly Average Daily Traffic Volume for the month of July 2019 was 80,269 vehicles. The Monthly Average Daily Traffic Volume for the month of April 2019 was 60,491 vehicles. In order to evaluate Peak Season traffic, the counted traffic volumes should be increased by an additional 31.7% or such other factor as VAI may develop. See Table 1.

¹Cape Cod Commission, Technical Bulletin 96-003, Guidelines for Transportation Impact Assessment.

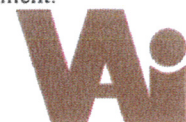


Table 1 Recommended Traffic Volume Adjustments

	<i>Average Season</i>	<i>Peak Season</i>
<i>Seasonal Adjustment</i>	1.9%	31.7%
<i>COVID-19 Adjustment</i>	23.8%	23.8%
<i>Counted Volume</i>	6,426	6,426
<i>Adjusted Volume</i>	8,110	10,480

We recommend that Peak Season traffic volumes be developed and intersection operations be evaluated for the Peak Season traffic volumes in addition to the Average Season traffic volumes provided in the submitted TIA.

Response: As requested by PSC, an evaluation of peak-season traffic volumes and traffic operations for the roadways and intersections that were assessed in the May 2021 TIA was completed following the methodology outlined by PSC.² Figure 3A depicts 2021 Existing peak-month (July), peak-hour traffic volumes, with Figure 4A depicting 2028 No-Build (without the Project) peak-month peak-hour traffic volumes and Figure 7A depicting the corresponding 2028 Build (with the Project) peak-month peak-hour traffic volumes.

OTHER EXISTING CONDITIONS

Comment: *We find the VAI analysis of other existing conditions is consistent with the MassDOT TIA Guidelines and standard engineering practice. . A field inventory of pedestrian, bicycle, and public transportation facilities within the TSA was provided. Vehicle speed on Meetinghouse Lane was quantified from ATR data with 85th percentile speeds of 37 miles per hour eastbound and 36 miles per hour westbound. Vehicle crash rates were calculated for the three TSA intersections using data for the most recent 7-year period. The Meetinghouse Lane/Route 3A/Canal Street Intersection crash rate was below the State and District crash rates for signalized intersections and the Meetinghouse Road/Cape View Way/54 Meetinghouse Lane Driveway Intersection and Meetinghouse Lane/Scusset Beach Road/Old Plymouth Road Intersection crash rates were below the State and District crash rates for unsignalized intersections.*

Response: No response required.

FUTURE GROWTH AND NO-BUILD VOLUMES

Comment: *The VAI analysis of future growth and the 2028 No-Build Traffic Volumes is sufficient for an Average Season analysis but should be supplemented with a Peak Season analysis. VAI contacted the Town of Bourne and determined that there is no specific development by others that will impact the TSA. VAI evaluated traffic volume data from permanent counting stations located in Bourne and calculated an average traffic growth rate of 0.4%.*

²A slightly higher peak-season adjustment factor of 32.5 percent was used vs. 31.7 percent.



As a conservative analysis, VAI developed the 2028 No-Build traffic volumes using a 1% increase per year compounded annually for seven years as the background growth rate.

VAI contacted the town of Bourne and determined that there were no near-term roadway improvement projects impacting the TSA. Long term plans for replacement of the Sagamore bridge were noted.

Response: As described previously, Figure 7A depicts the 2028 No-Build (without the Project) peak-month peak-hour traffic volumes.

PROJECT GENERATED TRIPS

Comment: *The VAI trip generation calculations are consistent with the MassDOT TIA Guidelines and standard engineering practice. . For the 51 unit multifamily, residential development, trip generation was forecast using the trip generation rates for ITE Land Use Code 221 Multifamily Housing (Mid-Rise)³. The 51 residential units will generate 276 vehicle trips (138 entering 138 exiting) on a Weekday. The Project will generate 18 vehicle trips during the Weekday Morning Peak Hour (5 entering/13 exiting). The project will generate 23 vehicle trips during the Weekday Evening Peak Hour (14 entering/9 exiting).*

Response: No response required.

FUTURE BUILD TRAFFIC VOLUMES

Comment: *Trip distribution and assignment are consistent with the MassDOT TIA Guidelines and standard engineering practice. The trips generated by the Proposed Project were distributed and assigned to the roadway network in the TSA based upon analysis of US Census Journey to Work Data with the highest number of trips.(72% of entering trips/50% of exiting trips) assigned to the Scenic Highway west of the Meetinghouse Lane/Route 3A/Canal Street Intersection.*

Overall, the trips generated by the Proposed Project represent a relatively small addition to the existing traffic volumes in the TSA. Traffic volumes for the most heavily impacted roadway segment, the Scenic Highway west of the Meetinghouse Lane/Route 3A/ Canal Street Intersection increased by 7/10 of 1%.

Response: No response required.

³Institute of Transportation Engineers, Trip Generation Manual, Version 5.0 (Updates),10th Edition (September 2017)+Supplement (February 2020).



INTERSECTION OPERATIONS

Comment: *The analysis of intersection operations is sufficient for an Average Season conditions but should be supplemented with an analysis of Peak Season conditions.*

The submitted Average Season analysis is based on the methodology of the Highway Capacity Manual utilizing Synchro® 11 software and is sufficient.

VAi determined that the signalized Meetinghouse Lane/Route 3A/Canal Street Intersection operates at LOS C Weekday Morning (2021 Existing, 2028 No-Build, and the 2028 Build) and at LOS C (2021 Existing) or LOS D (2028 No-Build and 2028 Build) Weekday Evening. Comparing operations with the 2028 No-Build vs the 2028 Build traffic volumes, there is no change in level-of-service, the increase in control delay is less than 1 second, and 95th percentile queue lengths remain unchanged or increase by a maximum of 1 vehicle.

VAi determined that the Old Plymouth Road northbound approach to the unsignalized Meetinghouse Lane/Scusset Beach Road/Old Plymouth Road Intersection operates at LOS C Weekday Morning (2021 Existing, 2028 No-Build, and 2028 Build) and at LOS C (2021 Existing) or LOS D (2028 No-Build and the 2028 Build) Weekday Evening. The Old Plymouth Road southbound approach operates at LOS B during both the Weekday Morning and Weekday Evening (2021 Existing, 2028 No-Build, and 2028 Build). Comparing operations with the 2028 No-Build traffic volumes vs the 2028 Build traffic volumes, there is no change in level-of-service or 95th percentile queue lengths on either approach.

VAi determined that the Cape View Way approach to the Meetinghouse Road/Cape View Way/54 Meetinghouse Lane Driveway Intersection operates at LOS B Weekday Morning and at LOS C Weekday Evening (2021 Existing, 2028 No-Build, and 2028 Build). Comparing operations with the 2028 No-Build traffic volumes vs the 2028 Build traffic volumes, there is no change in level-of-service and the 95th percentile queues are zero.

Response: As requested, an assessment of traffic operations (motorist delays, vehicle queuing and levels of service) at the study area intersections was completed under peak-month (July) traffic volume conditions, the results of which are summarized in Tables 9A and 10A.

As can be seen in Table 9A, under peak-month conditions, the signalized intersection of Meetinghouse Lane at Canal Street and State Road was shown to operate at LOS C/D during the weekday morning peak-hour (vs. LOS C under average-month conditions) and at LOS F (vs. LOS C/D) during the weekday evening peak-hour. The addition of Project-related traffic to the intersection under peak-month conditions did not result in a change in level-of-service for any movement over No-Build conditions, with Project-related impacts defined by a predicted increase in overall average motorist delay of up to 1.2 seconds and in vehicle queuing of up to one (1) vehicle.



With the exception of the Old Plymouth Road northbound approach during the weekday evening peak-hour at the Meetinghouse Lane/Old Plymouth Road intersection, all movements at the unsignalized study area intersections were shown to operate at LOS D or better during the peak hours under peak-month conditions. Independent of the Project, the Old Plymouth Road northbound approach to Meetinghouse Lane was shown to operate over its design capacity (i.e., LOS "F") during the weekday evening peak-hour under 2021 Existing peak-month conditions. Project-related impacts at the unsignalized study area intersections were defined as an increase in average motorist delay of up to 2.8 seconds and in vehicle queuing of up to one (1) vehicle.

SIGHT DISTANCE

Comment: *VAi correctly evaluated required Stopping Sight Distance (SSD) and desirable Intersection Sight Distance (ISD) using measured 85th percentile speed data obtained from Automatic Traffic Recorder (ATR) Counts. Measured SSD is greater than the required SSD on Meetinghouse Lane eastbound and westbound. Measured ISD is greater than the calculated ISD looking east and west from the Cape View Way approach.*

Response: No response required.

TIA RECOMMENDATIONS

Comment: *We concur with the VAI recommendations for project access including a 24-ft. pavement width, stop sign control at Meetinghouse Lane, signage, and a sidewalk.*

We also concur with the VAI recommendations for Transportation Demand Management (TDM), including designation of a transportation coordinator, posting public transportation service information, providing residents with a welcome packet that includes transportation information, constructing a sidewalk on Cape View Way, providing a central mailbox facility, and providing on site secure bicycle parking.

Response: No response required.

PEDESTRIAN AND BICYCLE ACCESS

Comment: *The site plan provides good pedestrian access with a walkway that connects the building entrance with the on-site parking areas and extends to meet the existing sidewalk on Meetinghouse Lane.*

The width of the proposed on-site walkway is not dimensioned but scales approximately 5 ft. Care must be taken not to place signposts, hydrants, and other obstructions that could restrict the accessible route. In two locations, the sidewalk is placed at the head of perpendicular parking spaces. Bumper overhang of 2 to 2½ feet can be accepted which would narrow the accessible route to an unacceptable 2½ to 3 ft. We recommend widening the sidewalk to 7½ ft. in these locations, providing parking bumper blocks, or providing a loam strip to maintain a minimum accessible route.



We concur with the VAI recommendation that secure indoor bicycle access be provided. Further, we recommend that an outdoor bicycle rack be provided for visitors.

Response: As requested by PSC, the Project proponent will review widening the sidewalk, providing parking bumper blocks, or including a loam strip to maintain a minimum accessible route. These accommodations will be shown on a subsequent revision of the Site Plans.

SITE ACCESS, CIRCULATION, AND PARKING

Comment 1: *There are 4 compact parking perpendicular parking spaces that are accessed from the pavement within the turnaround at the building entrance. The overall width of this parking bay is approximately 33 ft. (scaled) which will make accessing the parking space difficult. We recommend a minimum overall bay width of 42 ft. to ensure proper vehicle maneuvering.*

Response: As requested by PSC, the Project proponent will review the overall parking bay width and any adjustments will be reflected on a subsequent revision of the Site Plans.

Comment 2: *The turnaround with center island at the end of Cape View Way that has been adapted to serve as a drop-off at the building entrance has an outer diameter (scaled) of approximately 98 ft. and an inner diameter (scaled) of approximately 68 ft. The outer radius should be sufficient, but the inner radius should be reduced by widening the pavement in order to accommodate a fire truck or other large vehicles. An AASHTO S-BUS 40 design vehicle used by many fire departments to emulate their fire apparatus has a minimum outer turning diameter of approximately 85 ft. and a minimum inner turning diameter of approximately 50 ft. We recommend that a vehicle swept path plan be prepared to better define the required shape of the island. Consultation with the Fire Department is recommended to identify design vehicle requirements. In addition to accommodating fire apparatus, the size of the center island should be reduced as necessary in order to accommodate the largest non-emergency vehicle regularly using the turnaround.*

Response: A vehicle turning analysis will be prepared and provided by others under separate cover.

Comment 3: *Although the overall length of Cape View Way is only 650± ft., the potential to block emergency vehicle access is always a concern for a single entrance site. We recommend that signs be provided prohibiting parking along Cape View Way.*

Response: As requested by PSC, "No Parking" signs will be installed along Cape View Way. The signs will be reflected on a subsequent revision of the Site Plans.

Comment 4: *A total of 85 parking spaces (69 standard parking spaces/12 compact parking spaces/ 4 accessible parking spaces) are proposed to serve the 51 residences. We quantified peak parking demand based upon the Institute of Transportation Engineers (ITE) Parking Generation Manual⁴⁴. For ITE Land Use 221 Multifamily Housing (Mid-Rise), peak period parking demand on a weekday in a general urban/suburban setting (no nearby rail transit)*

⁴⁴ITE Parking Generation Manual 5th Edition, January 2019, Institute of Transportation Engineers.



Ms. James Beyer, Chairman
Zoning Board of Appeals
Town of Bourne
July 22, 2021
Page 8 of 8

for 51 dwelling units is 60 parking spaces. The proposed 85 parking spaces should be sufficient. Although not anticipated, should additional parking ever be needed there are areas on-site where additional parking spaces could be added.

Response: No response required.

CONSTRUCTION MANAGEMENT PLAN

Comment: *A draft Construction Management Plan should be submitted that provides for minimization of overall construction phase vehicle trips including single occupant vehicle trips. Prior to construction, this draft plan can be refined through consultation with the Police Department and the Department of Public Works.*

Response: A draft Construction Traffic Management Plan (TMP) is attached and will be refined in consultation with the Police Department and the Department of Public Works as the Site Plans are advanced, and will include the use of police detail officers when appropriate and required by the Police Department.

We trust that this information is responsive to the comments that were provided by PSC concerning their review of the May 2021 TIA. If you should have any questions or would like to discuss our responses in more detail, please feel free to contact me.

Sincerely,

VANASSE & ASSOCIATES, INC.



Jeffrey S. Dirk, P.E., PTOE, FITE
Managing Partner

Professional Engineer in CT, MA, ME, NH, RI and VA

JSD/jsd

Attachments

cc: T. Houston, P.E., AICP – PSC (via email)
M. Jacob, AICP - Preservation of Affordable Housing, Inc. (via email)
P. Freeman, Esquire – Freeman Law Group (via email)



EXHIBIT E

WB&A Wozny/Barbar & Associates, Inc.
CONSULTING ENGINEERS

MEMORANDUM

Date: August 30, 2021
To: Michelle Waldon, AIA, LEED AP, AICP
Associate Principal, Icon Architecture
From: Greg Wozny, PE
Reference: Cape View Way Development
Fire Flow Requirements

Dear Ms. Walden,

As requested, WBA has calculated the fire flow requirement for Cape View Way residential development.

In our memorandum dated April 26, 2021, we had included NFPA 1 requirements for a fire flow. This requirement was deleted from the adopted Massachusetts version of NFPA 1. Due to lack of adopted standard for the calculation of a fire flow, NFPA 1 could be used only as a guide in designing of a fire protection system, but not as a requirement regulated by code. In addition, NFPA 1 standard, if adopted, gives the local fire department the authorities to increase or decrease the calculated fire flow. In summary, this standard cannot be used as a code in establishing the required fire flow for buildings.

The calculations are based on the requirements for an automatic fire suppression demand as required by NFPA 13 – 2013, which is adopted code in Massachusetts.

Standpipe system for this building is not required, and the standpipe demand will not be included. (IBC – 2015, Paragraph 905.3.1)

Sprinkler system for the building will be calculated based on the latest hydrant flow test data performed by Resilient Civil Engineering and North Sagamore Water District on July 22, 2021.

The test results are as follow:

Static pressure:	56 psi
Residual Pressure:	49 psi
Flow:	956 gpm
Flow at 20 psi:	2,314 gpm

NFPA 13

The calculations are based on the following assumptions:

- Entire building, including attic, will be sprinklered in accordance with NFPA 13, no exception to lack of sprinklers in specific spaces will be used.
- Building will be sprinklered in accordance with Light Hazard criteria, with same exception for small area containing mechanical equipment or storage.

MEMORANDUM

Cape View Way
Fire Flow Requirement
August 11, 2021
Page 2

The most demanding sprinkler system will be in the attic, which will be protected with a dry pipe sprinkler system. The hydraulically most demanding area will include 2,535 sq. ft. when using standard sprinklers, or 7 listed attic sprinklers. The estimated sprinkler demand in this area will be 300 gpm and required outside hose demand will be 100 gpm for a total demand of 400 gpm.

Conclusion

Although the latest hydrant flow test indicates that at 20 psi, the available flow at the site will be 2,314 gpm, the North Sagamore Water District informed us that based on a separate simulation of an emergency scenarios involving a water main break at either the Route 3 or Route 6 crossing or having the Bournedale tank off-line, only 900 gpm will be available if one of those scenarios will happen.

Based on NFPA 13 required of 400 gpm flow for sprinkler and fire hose systems, and discussion with the fire department, additional 500 gpm for a total of 900 gpm will be sufficient to provide fire protection for the proposed building.



Town of Bourne
Fire/Rescue & Emergency
Services
51 Meetinghouse Lane
Sagamore Beach, MA 02562
508-759-4412



To: Cassie Hammond
From: David S. Pelonzi, Assistant Chief
Date: 09/10/2021
Subject: Cape View Way

Based on updated information I have received on the project above, I have the following comments to add to previous fire department comment:

- The new fire flow test report confirmed the previous test results. The water supply for structure will be sufficient.
- Even with site modifications, the updated emergency vehicle access plan still provides sufficient emergency access for fire department vehicles.
- This department does not require a post-indicator valve for the fire sprinkler system. NFPA 24-10 addresses valves controlling water supply for fire suppression. It will be up to the registered design professional to determine the appropriate valves for the system.

EXHIBIT G

TOWN OF BOURNE POLICE DEPARTMENT



PAUL J. SHASTANY
INTERIM DIRECTOR OF POLICE SERVICES

35 Armory Road, Buzzards Bay, Massachusetts, 02532
Phone: (508) 759-4420 EXT 8001
Address All Communications to Chief of Police
Fax: (508) 759-0603

Tuesday, April 4, 2021

Cassie Hammond
Zoning Board of Appeals
24 Perry Ave
Buzzards Bay, MA 02532

Cassie,

The police department is in receipt of your information regarding the proposed 40B project, Cape View Way. After reviewing the information provided, the department has no comments relevant to the proposed project.

Sincerely,

Lieutenant Brandon M. Esip

RECEIVED

2021 APR -7 AM 10:03

TOWN CLERK BOURNE

EXHIBIT H - PLANS OF RECORD

SUBDIVISION PLAN – 12/13/21

HORSLEY WITTEN GROUP, INC.

"MEETINGHOUSE PLACE" MODIFICATION OF DEFINITIVE SUBDIVISION PLAN OF CAPE VIEW WAY

SITE DESIGN PERMITTING PLANS - DECEMEBR 21, 2021

HORSLEY WITTEN GROUP, INC.

- C-1 COVER
- C-2 CONSTRUCTION NOTES
- C-3 SITE PREP AND DEMO PLAN
- C-4 OVERALL SITE PLAN
- C-5 SITE LAYOUT PLAN (1)
- C-6 SITE LAYOUT PLAN (2)
- C-7 GRADING & DRAINAGE PLAN (1)
- C-8 GRADING & DRAINAGE PLAN (2)
- C-9 DRIVEWAY PROFILE
- C-10 UTILITY PLAN (1)
- C-11 UTILITY PLAN (2)
- C-12 WASTEWATER DETAILS
- C-13 WASTEWATER LEACHFIELD DETAILS
- C-14 CONSTRUCTION DETAILS (1)
- C-15 CONSTRUCTION DETAILS (2)
- C-16 CONSTRUCTION DETAILS (3)
- C-17 CONSTRUCTION DETAILS (4)
- C-18 CONSTRUCTION DETAILS (5)
- C-19 LANDSCAPE PLAN (1)
- C-20 LANDSCAPE PLANS (2)
- C-21 BACKYARD PLAN & DETAILS
- C-22 PLANTING DETAILS

ARCHITECTURAL DRAWINGS – 12/15/21

ICON ARCHITECTURE

- A-103 FIRST FLOOR PLAN
- A-104 SECOND FLOOR PLAN
- A-105 THIRD FLOOR PLAN
- A-108 ROOF PLAN
- A-201 BUILDING ELEVATIONS
- A-202 BUILDING ELEVATIONS
- A-301 BUILDING SECTIONS
- A-401 FLOOR, ROOF AND WALL ASSEMBLIES
- A-402 WALL SECTIONS
- A-501 ENLARGE UNIT PLANS – 1BR-1A, 1A.1 & 1A.2
- A-503 ENLARGED UNIT PLANS – 1BR-1B BF
- A-504 ENLARGED UNIT PLANS – 2BR-2A, 2A.1, 2A.2
- A-507 ENLARGED UNIT PLANS – BR-2A.3
- A-508 ENLARGED UNIT PLAN – 2BR-2B BF
- A-509 ENLARGED UNIT PLANS – 2BR-2C
- A-510 ENLARGED UNIT PLAN – 2BR-2D
- A-511 ENLARGED UNIT PLANS – 2BR-2E
- A-512 ENLARGED UNIT PLAN – 2BR-2F
- A-513 ENLARGED UNIT PLANS – 3BR-3A
- A-514 ENLARGED UNIT PLANS – 3BR-3B BF
- A-515 KITCHEN PLANS & ELEVATIONS
- A-516 KITCHEN PLANS & ELEVATIONS
- A-518 BATH PLANS & ELEVATIONS
- A-519 BATH PLANS & ELEVATIONS
- A-802 PARTITION WOOD TYPES

PHOTOMETRIC PLAN – 12-14-21

“Photometric Study – Run 2 – King Luminaire & Heper” One sheet

EXHIBIT I
Condition of Comprehensive Permit
RE: Protection of Tudor Cherry Investors, LLC

Among its permitting plans, the Applicant has submitted a plan entitled "Landscape Rendering" dated April 2021 (hereinafter "the Landscape Plan"). The Landscape Plan shall be attached to and incorporated into the Comprehensive Permit.

As a condition of the Comprehensive Permit, the Applicant shall construct and maintain a 6 foot high privacy/security fence as described in the following paragraph located along the common boundary line between the Applicant's property and Cherry Hill Apartments, which is owned by Tudor Cherry Investors, LLC.

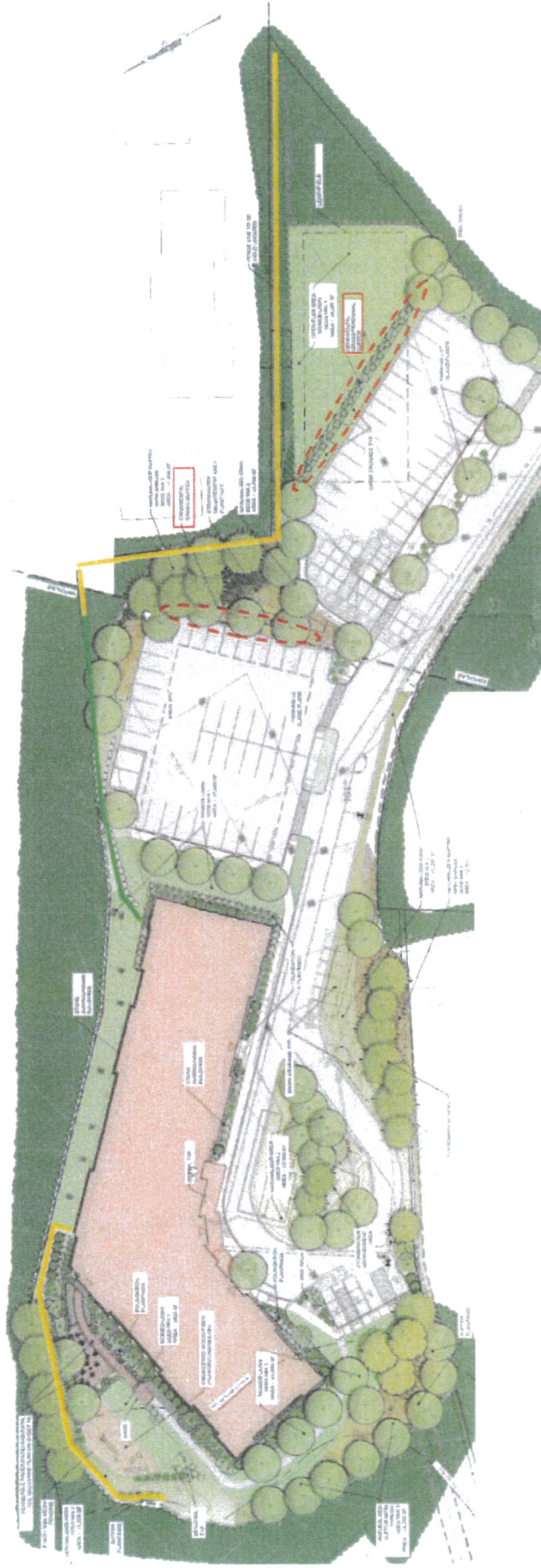
A privacy/security fence consisting of Vinyl/PVC tongue & groove style (similar to those shown in Exhibit B) six (6) feet in height shall be installed and maintained along that section of the common property line which is **highlighted in Yellow** on Exhibit A attached hereto. A chain link fence, six (6) feet in height shall be installed and maintained along that section of the common property line which is **highlighted in Green** in Exhibit A.

The placement of the chain link fence as shown on Exhibit A is predicated upon the Applicant's present intention that there will be no entry/exit doors at the rear of the apartment building beyond where the chain link fence will stop as shown on Exhibit A. If the Applicant makes a change and does install any entry/exit in the rear of the apartment building then the Applicant shall extend the chain link fence further on the common boundary line to a point beyond any such entry/exit so as to enclose such entry/exist within the chain link fence.

Additionally, the Applicant shall be required to install and maintain a dense vegetative barrier consisting of ornamental grass or some other plantings which is at least 4 feet in height and will remain in full bloom and be of a consistent density year-round to protect the residents in buildings 2 & 3 at Cherry Hill Apartments from headlight intrusion from Cape Way's upper and lower parking lots. The location of this headlight intrusion barrier is shown in Exhibit A and **highlighted and shown in Red broken lines**.

The plantings and other vegetation should be maintained in such manner so as to ensure their continuing survival. The Applicant shall be responsible for maintaining and repairing the fences when required. The terms of this condition shall be binding upon the Applicant and its successors and assigns.

EXHIBIT A TO EXHIBIT I



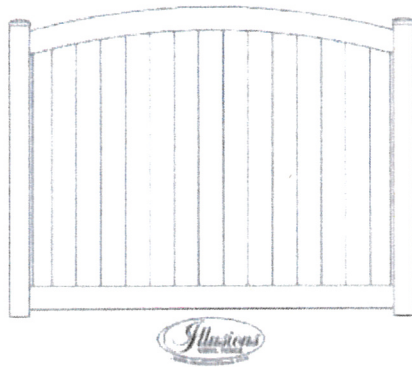
GUIDE

6' Foot Vinly Privacy Fence

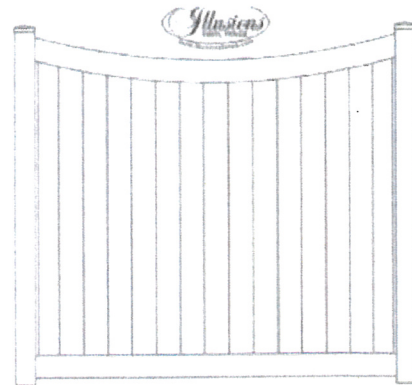
6 Foot Vinyl Chainl Link Fence

Vegetated grass/perennial buffer (auto headlight protection buffer)

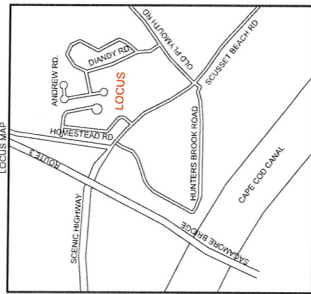
EXHIBIT B TO EXHIBIT I



PRIVACY TONGUE &
GROOVE W/ CROWNED "F"-
RAIL



PRIVACY TONGUE &
GROOVE W/ SCALLOPED "G"-
RAIL



APPROVED BY THE BOURNE ZONING BOARD OF APPEALS PURSUANT TO COMPREHENSIVE PERMIT IN CASE # _____

ISSUED UNDER M.G.L. CHAPTER 40B, SECTIONS 20A-23.

DECISION DATED _____ FILED WITH THE TOWN CLERK AND RECORDED HEREWITH.

DATE OF PLAN ENDORSEMENT _____

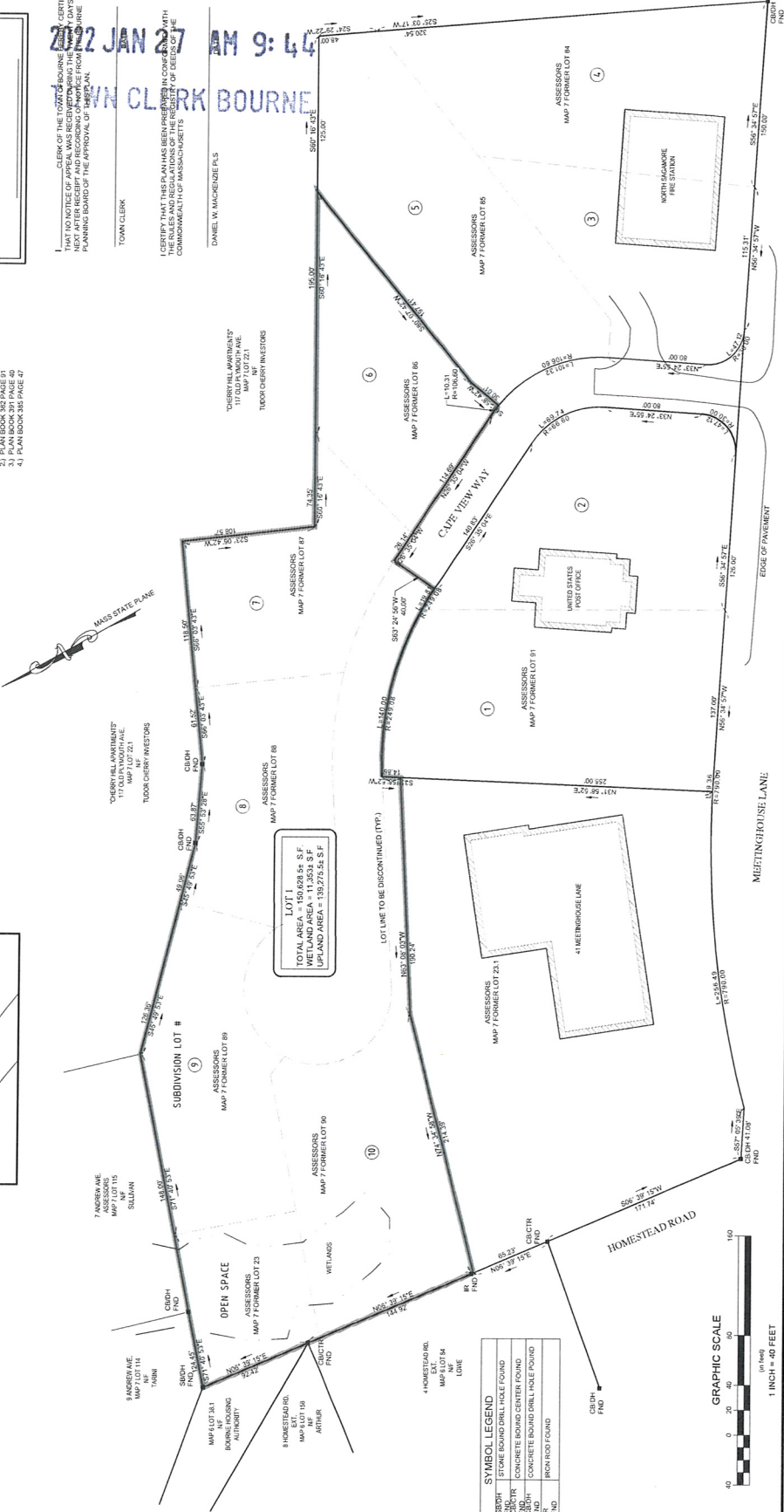
BOURNE ZONING BOARD OF APPEALS

Horsley Witten Group
Sustainable Environmental Solutions
90 Route 6A
Sandwich, MA 02563
Phone 508.833.4600
Fax 508.833.3150
www.horsleywitten.com

12-13-2021
DWM
BRK
DWM
1"=30'

REFERENCES:
BARNSTABLE COUNTY REGISTRY OF DEEDS
1) PLAN BOOK 437 PAGE 50
2) PLAN BOOK 381 PAGE 31
3) PLAN BOOK 381 PAGE 40
4) PLAN BOOK 385 PAGE 47

THE PURPOSE OF THIS PLAN IS TO DISCONTINUE THE LOTS KNOWN ON THE TOWN OF BOURNE ASSESSORS' MAP AS MAP 7 LOTS 36-50, INTO A SINGLE LOT SHOWN AS LOT 1.



RECEIVED
2022 JAN 27 AM 9:44
TOWN CLERK BOURNE

DEFINITIVE SUBDIVISION PLAN
CAPE VIEW WAY
MEETINGHOUSE PLACE
BOURNE, MASSACHUSETTS

DANIEL W. MACKENZIE PLS
TOWN CLERK

I CERTIFY THAT THIS PLAN HAS BEEN PREPARED IN COMPLIANCE WITH THE RULES AND REGULATIONS OF THE PROBITY OF DEEDS OF THE COMMONWEALTH OF MASSACHUSETTS.

Prepared For Client
2 Oliver Street Suite 500
Boston, MA 02109

Survey Provided By
Horsley Witten Group
Sandwich, MA 02563
Phone 508.833.4600
Fax 508.833.3150
Date: June 2019

Project Number
19038

Sheet Number
1 OF 1

CAPE VIEW
WAY
Bourne, MA

Preservation of Affordable
Housing

ARCHITECT

E-ICON
ARCHITECTURE
101 SUMMER ST. BOSTON MA 02110

CONSULTANT

STAMP

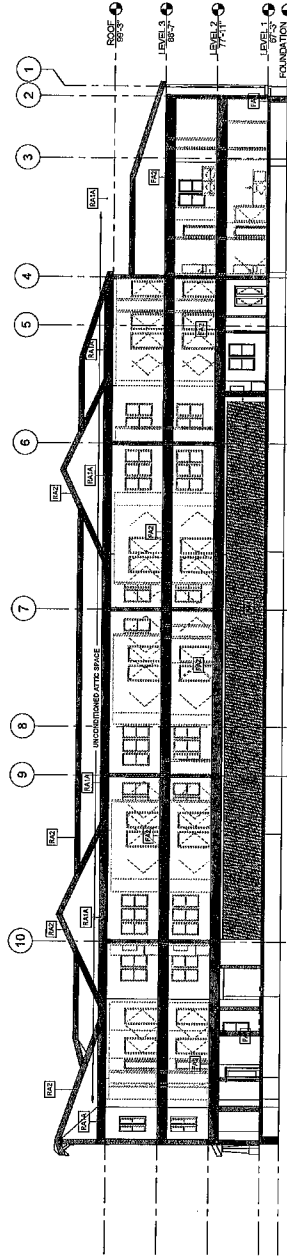


KEY PLAN

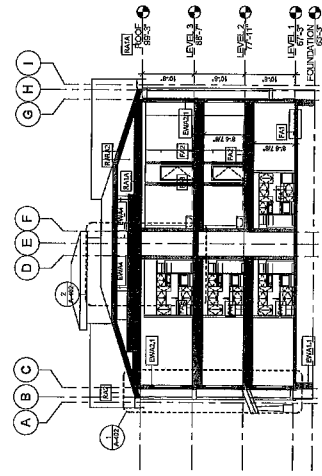
1	12/15/2021	20A Submission
NO.	DATE	DESCRIPTION
PROJECT NUMBER: 21001		
DRAWN BY: Author		
CHECKED BY: Checker		
SHEET TITLE		

BUILDING SECTIONS

A-301



2) TYPICAL BUILDING SECTION 02
1" = 10'-0"



1) TYPICAL BUILDING SECTION 01
1" = 10'-0"

CAPE VIEW
WAY
Bourne, MA

Preservation of Affordable
Housing

ARCHITECT

E-ICON
ARCHITECTURE
101 SUMMER ST BOSTON MA 02110

CONSULTANT

STAMP

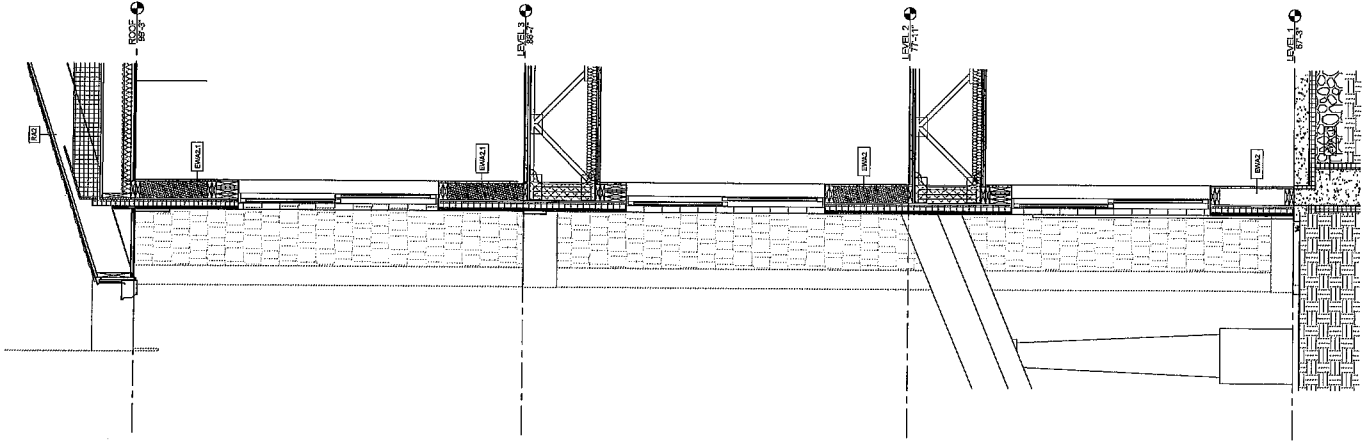


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1	13/7/2021	PDF Submission
NO.	DATE	DESCRIPTION
PROJECT NUMBER: 21601		
DRAWN BY: Author		
CHECKED BY: Checker		
SHEET TITLE		

WALL SECTIONS

A-402



1 TYPICAL WALL SECTION
3/4" = 1'-0"

A-518

B4 EVALUATION:

1 BATH B1

CAPE VIEW WAY

Bourne, MA

Preservation of Affordable
Housing

ARCHITECT

E-ICON
ARCHITECTURE
101 SUMMIT ST. BOSTON MA 02110

CONSULTANT

STAMP

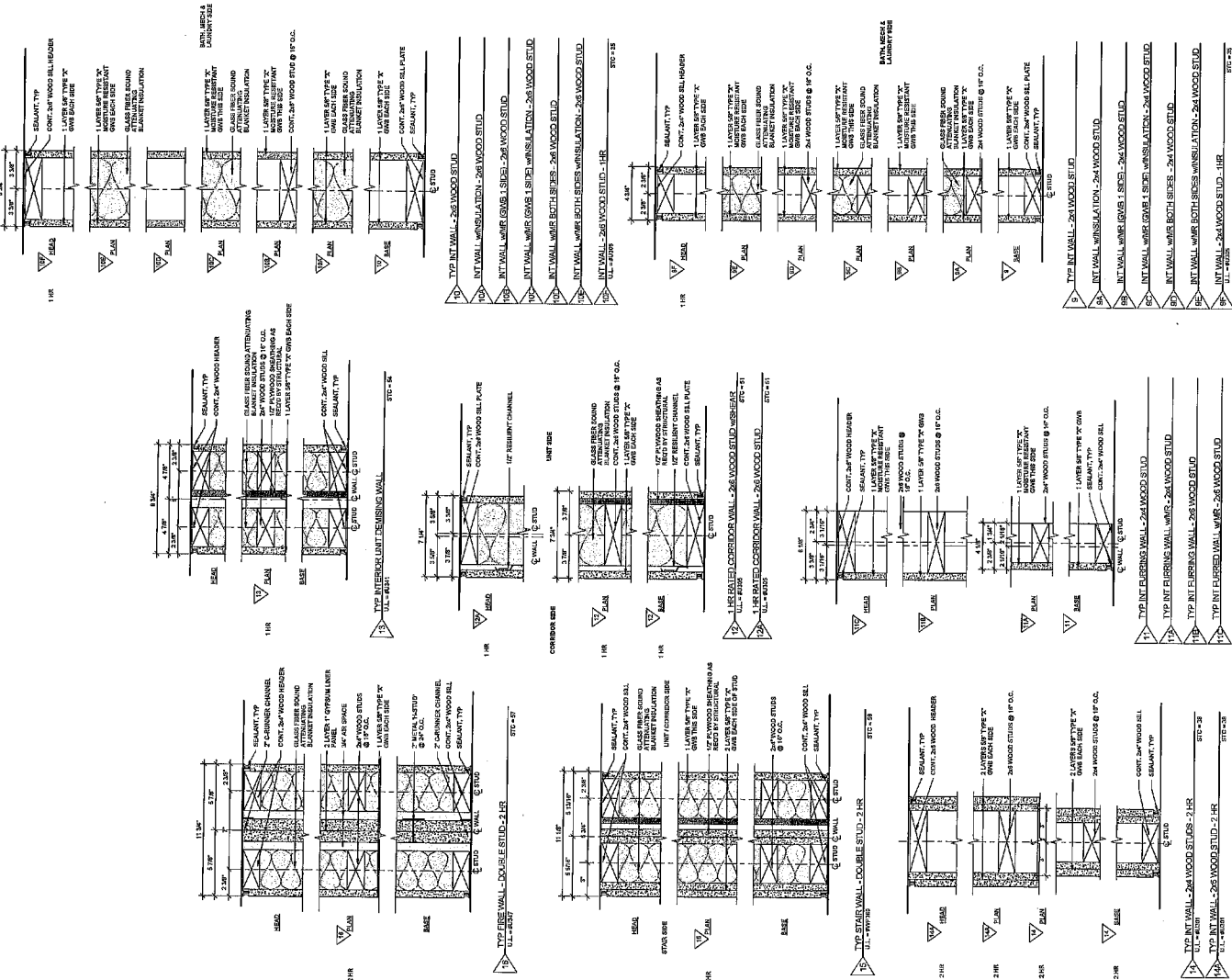


KEY PLAN

NO.	DATE	DESCRIPTION
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PARTITION TYPES
WOOD

A-802



Photometric Study - Run 2 - King Luminare & Heper

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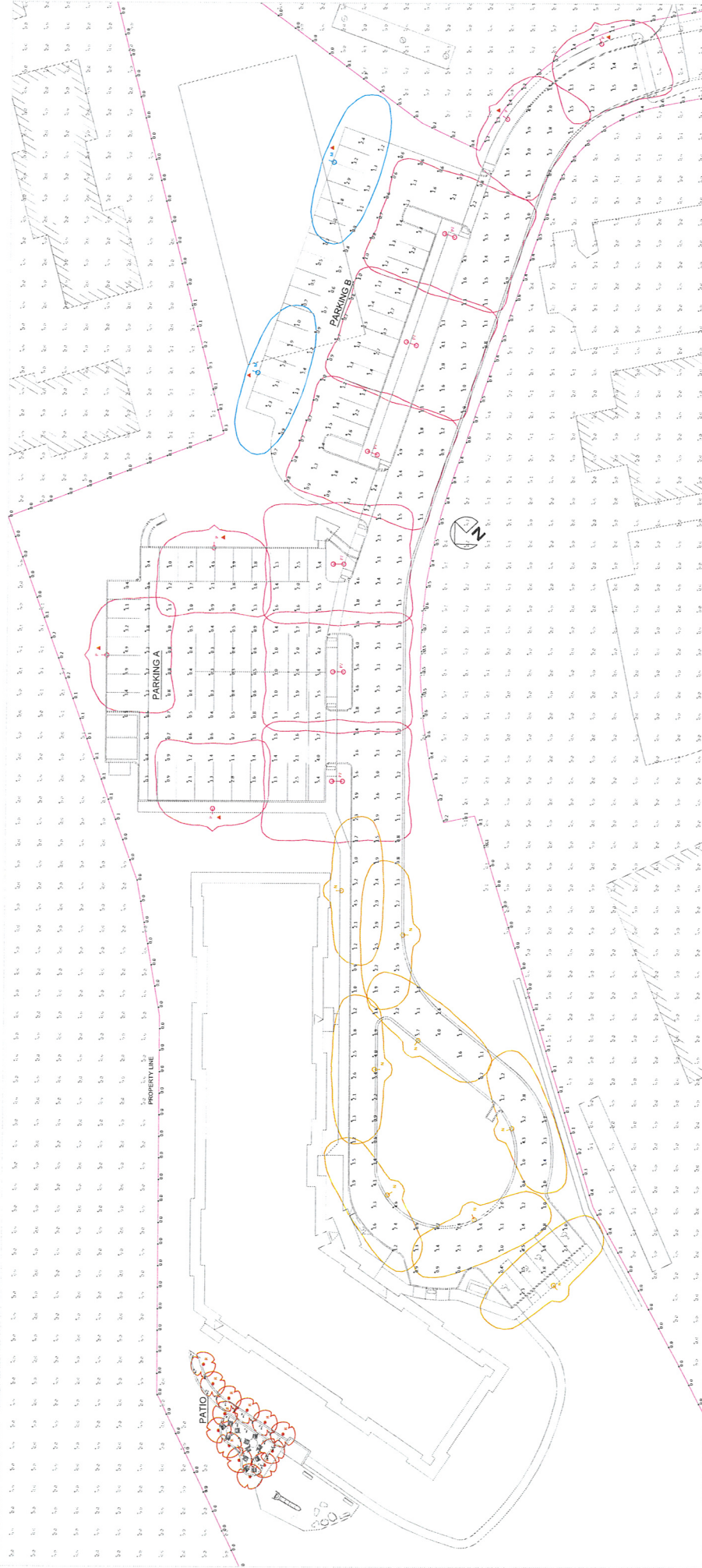
Luminare Schedule									
Symbol	Qty	Description	Arrangement	IES Class	CCT	Arm	hft	lumens	Watts
M	2	King Luminare: K723-P4H-III-25-3K	SINGLE	Type III	3000K	2.5	15	0.000	3717
N	8	King Luminare: K723-P4H-III-25-3K	SINGLE	Type III	3000K	2.5	12	0.000	3717
P	5	King Luminare: K723-P4H-IV-40-3K	SINGLE	Type IV	3000K	2.5	15	0.000	4966
P2	6	King Luminare: K723-P4H-IV-40-3K	BACK-2-2	Type IV	3000K	2.5	15	0.000	4966
R	13	Heper Tool's Bollard, 3K	SINGLE	Type IV	3000K	0	1	0.000	479

Calculation Summary - Area					
Label	CalcType	Units	Avg	Max	Min
Driveway	Illuminance	fc	2.1	5.7	0.3
Parking A	Illuminance	fc	1.5	5.4	0.3
Parking B	Illuminance	fc	1.4	3.7	0.5
Patio	Illuminance	fc	2.6	16.2	1.2

2022 JAN 27 AM 9:44

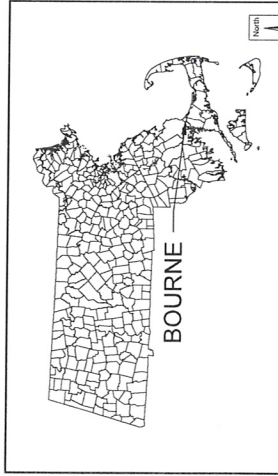
TOWN CLERK BOURNE

NOTE:
▲ = King Luminare HSS4, 6" House Side Shield installed



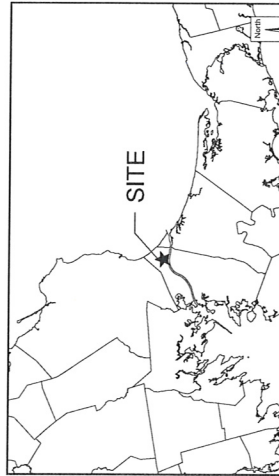
CAPE VIEW WAY PERMITTING PLANS BOURNE, MASSACHUSETTS

MARCH 5, 2021
SEPTEMBER 2021
REVISED DECEMBER 2021
REVISED DECEMBER 21, 2022



MASSACHUSETTS

Graphic Scale
0 1000
FOOT
SCALE IN FEET



BOURNE

Graphic Scale
0 1000
FOOT
SCALE IN FEET



VICINITY MAP

Graphic Scale
1-inch = 1000-feet

TOWN CLERK BOURNE

2022 JAN 27 AM 9:44

RECEIVED
PERMITTING SET ONLY
NOT FOR CONSTRUCTION

Sheet List Table	
Sheet Number	Sheet Title
1	COVER
2	CONSTRUCTION NOTES
3	SITE PREP AND DEMO PLAN
4	OVERALL SITE PLAN
5	SITE LAYOUT PLAN (1)
6	SITE LAYOUT PLAN (2)
7	GRADING & DRAINAGE PLAN (1)
8	GRADING & DRAINAGE PLAN (2)
9	DRIVEWAY PROFILE
10	UTILITY PLAN (1)
11	UTILITY PLAN (2)
12	WASTEWATER DETAILS
13	WASTEWATER LEACHFIELD DETAILS
14	CONSTRUCTION DETAILS (1)
15	CONSTRUCTION DETAILS (2)
16	CONSTRUCTION DETAILS (3)
17	CONSTRUCTION DETAILS (4)
18	CONSTRUCTION DETAILS (5)
19	LANDSCAPE PLAN (1)
20	LANDSCAPE PLAN (2)
21	BACKYARD PLAN & DETAILS
22	PLANTING DETAILS

GENERAL NOTES:

1. THE PLAN SET IS FOR PERMITTING ONLY AND NOT FOR CONSTRUCTION.
2. THE PROPERTY IS LOCATED WITHIN THE ZONE X AS SHOWN ON COMMUNITY PANEL NO. 2000C0346.
3. THE PROPERTY IS LOCATED WITHIN THE ZONE X AS SHOWN ON COMMUNITY PANEL NO. 2000C0346.
4. THE PROPERTY IS LOCATED WITHIN THE ZONE X AS SHOWN ON COMMUNITY PANEL NO. 2000C0346.

Plan Set

CAPE VIEW WAY
PERMITTING PLANS
BOURNE, MASSACHUSETTS

Prepared For
PRESERVATION OF AFFORDABLE HOUSING
2 OLIVER STREET, SUITE 500
BOSTON, MA 02109
(617) 261-9898

Prepared By
Horsley Witten Group, Inc.

Sustainable Environmental Solutions

www.horsleywitten.com

113 Water Street, 8th Floor
Boston, MA 02109
(617) 272-7171
(617) 428-8358 fax

Registration

Professional Seal

Professional Seal

Professional Seal

Professional Seal

Professional Seal

Professional Seal

Professional Seal

Professional Seal

Professional Seal

Professional Seal

Professional Seal

Professional Seal

Professional Seal

Professional Seal

GENERAL CONSTRUCTION NOTES:

- [illegible]

BASIC CONSTRUCTION SEQUENCE:

- [illegible]

ENTRY INTO THE DRAINAGE NETWORK. TAKE PARTICULAR CARE TO PROTECT THE

- [illegible]

mentale, spirituale, sociale, economica, politica, ecc.

- [illegible]

STORMWATER FACILITY OPERATION & MAINTENANCE:

- [illegible]

1997-98 FISCAL YEAR - 1997-98

- | WATER & SEWER USE PLAN (UNIT 1) | | | |
|---------------------------------|------------------|----------------|-------|
| UNITARY USE | MFG. CODE NUMBER | MATERIALS USED | |
| | | WATER | SEWER |
| UNITARY | | | |
| SAINTYR FOREMAN | 4 | 7 | 7 |
| UNITARY | | | |
| UNITARY | 4 | 7 | 7 |

WATER SYSTEM INSTALLATION NOTES:

- [illegible]

AMERICAN UNIVERSITY
WASHINGTON, D.C. 20004

- [illegible]

4. VACUUM TEST ALL JETTER ROOSTERS, TESTS MUST BE PERFORMED AT THE END OF THE OPERATION UNLESS THE MANUAL STOP/STARTER LEVEL IS MORE THAN 10 FEET FROM THE BOTTOM OF THE MANHOLE.

6. MANHOLE TEST ALL SEWER MAINS AFTER 30 DAYS, TESTS MUST BE WITNESSED BY A TOWN REPRESENTATIVE OR THE ENGINEER.

LEGEND:

[illegible]

CAPE VIEW WAY
PERMITTING PLANS
BURLINGTON, MASSACHUSETTS
CONSTRUCTION NOTES

**PRESERVATION OF
AFFORDABLE
HOUSING**
2 OLIVER STREET, SUITE 900
BOSTON, MA 02109
Phone: (617) 261-8008
Fax: ----



Sheet Number: 19038	Sheet: 2 of 22
------------------------	-------------------

Sheet Name: C-2

PERMITTING SET ONLY
NOT FOR CONSTRUCTION



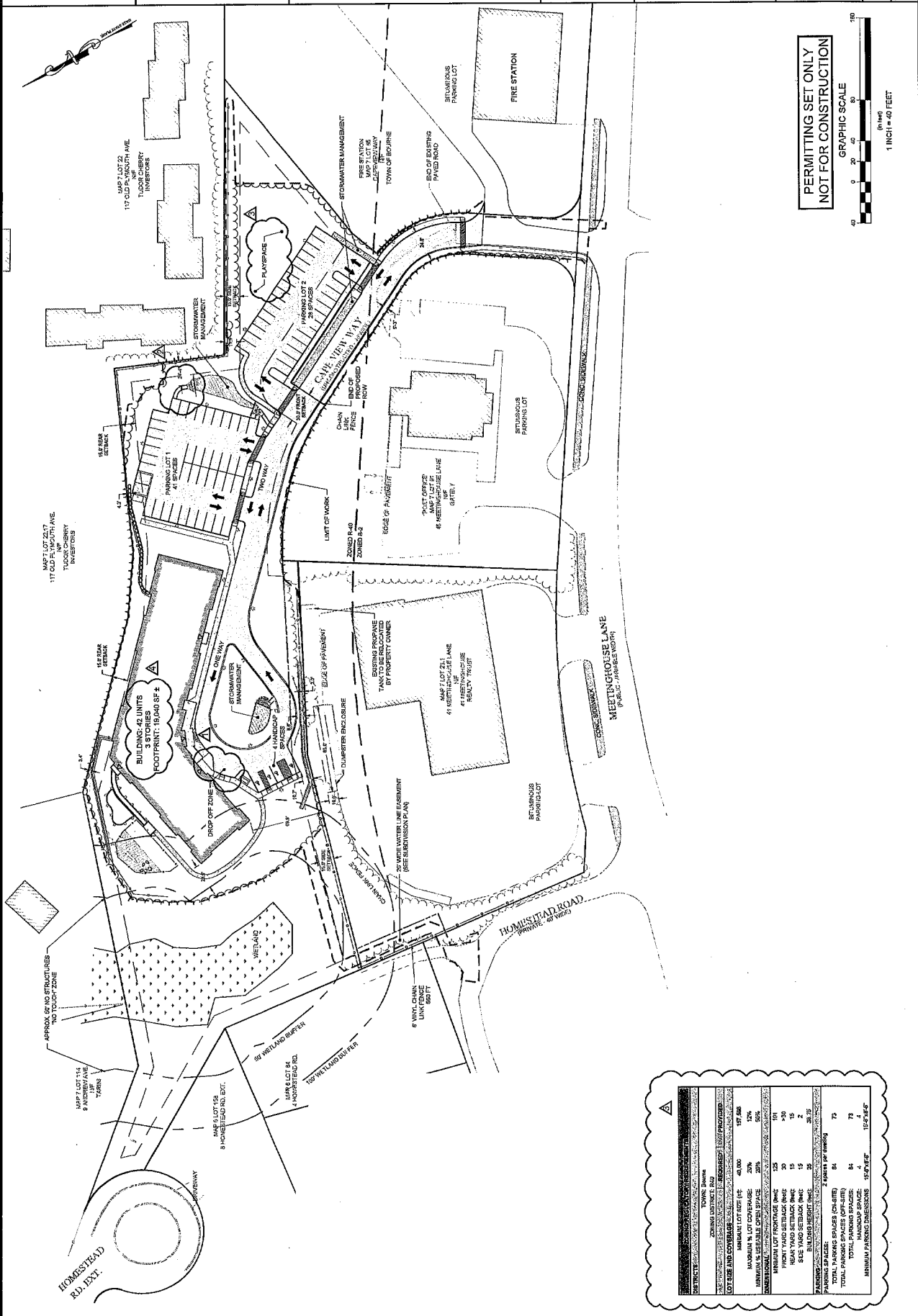
Survey Provided By:
Horsley Witten Group, Inc.
90 Route 9A
Sandwich, MA 02563
Phone: (508) 834-0000
Fax: (508) 833-3160
Dated: JUNE 2019

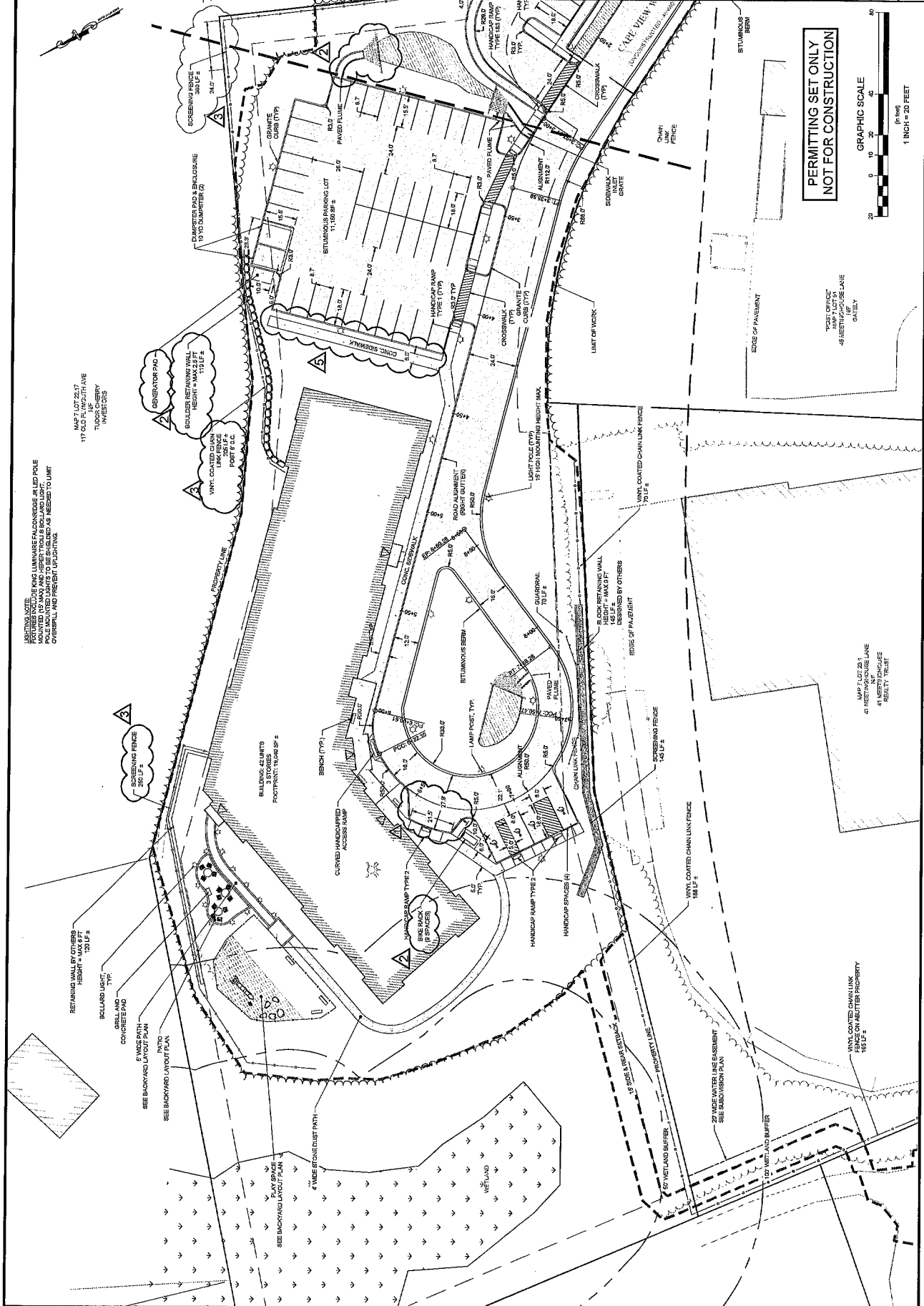
Prepared For
PRESERVATION OF
AFFORDABLE HOUSING
2 OLIVER STREET, SUITE 500
BOSTON, MA 02109
Phone: (617) 261-6895
Fax: —

CAPE VIEWWAY
PERMITTING PLANS
BOURNE, MASSACHUSETTS
OVERALL SITE PLAN

Horsley Witten
Sustainable Environment
www.horsleywitten.com
80 Route 6A
Sandwich, MA 02563
508-833-6600 voice
508-833-9150 fax

Revisions	Rev. Date	By / Project Description	Checked By	Rev. Date	By / Project Description
✓	12/01/01	Rev. B. Reduced working location & level width			
✓	11/01/01	Rev. B. 25% Bump			
✓	11/01/01	Rev. B. Revisions per performance comments			
✓	07/01/01	Rev. B. Addition of drop of slope			

[illegible]





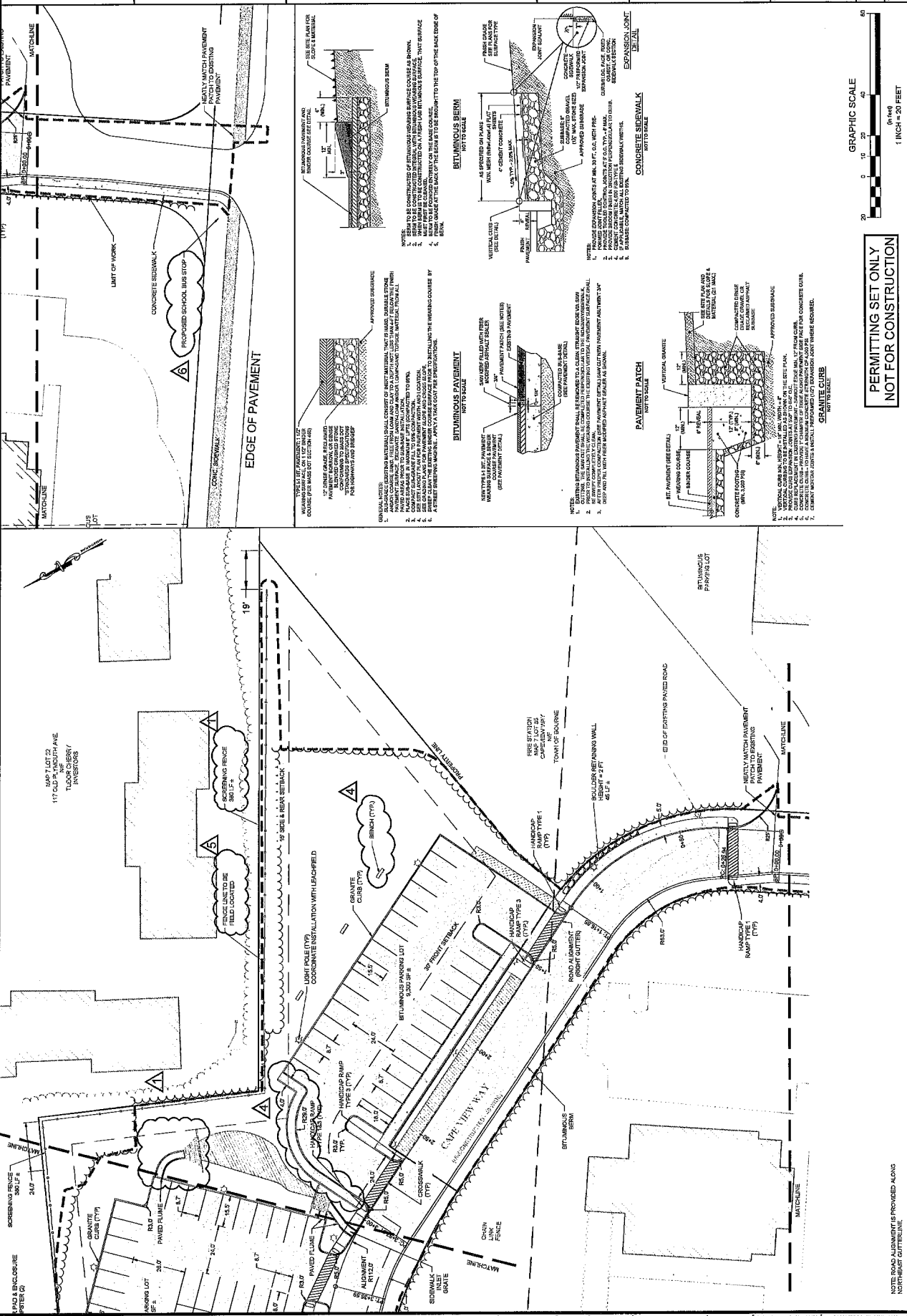
Survey Provided By:
Horsley Witten Group, Inc.
50 Floride Ave
Sandwich, MA 02563
Phone: (508) 339-6600
Fax: (508) 833-3190
Dated: June 2018

Revised For:
PRESERVATION OF
AFFORDABLE HOUSING
2 OLIVER STREET, SUITE 500
BOSTON, MA 02105
Phone: (617) 261-6836
Fax: —

CAPE VIEW WAY
PERMITTING PLANS
BOURNE, MASSACHUSETTS

<p>Horsley Witten Group, Inc. Sustainable Environment Solutions 90 Route 6A Sandwich, MA 02563 508-833-6500 voice 508-833-3160 fax</p>	<p>Date: March 5, 2021 Prepared By: Brian Egan Env:</p>
--	--

Revisions	Revised by	Date	By / Reason / Description
17/01/21	SMH / ROK		Finalise and reduce comments
17/04/21	SMH / ROK		Revised finance layout
17/01/21	SMH / ROK		Added comments, 20% community
17/01/21	SMH / ROK		Added comments, 20% to 100%
17/01/21	SMH / ROK		Finalised working finance
17/01/21	SMH / ROK		Added approved and final
17/01/21	SMH / ROK		Finalised description



NOTE: ROAD ALIGNMENT IS PROVIDED ALONG
NORTHEAST GUTTERLINE.



Survey Provided By:
Horsley Witten G
50 Route 6A
Salem, MA 02563
Phone: (508) 833-0600
Fax: (508) 833-3180
Dated: JUNE 2019

RESERVATION OF
AFFORDABLE HOUSING
COLUMBIA STREET, SUITE 600
BOSTON, MA 02108
Phone: (617) 261-6618

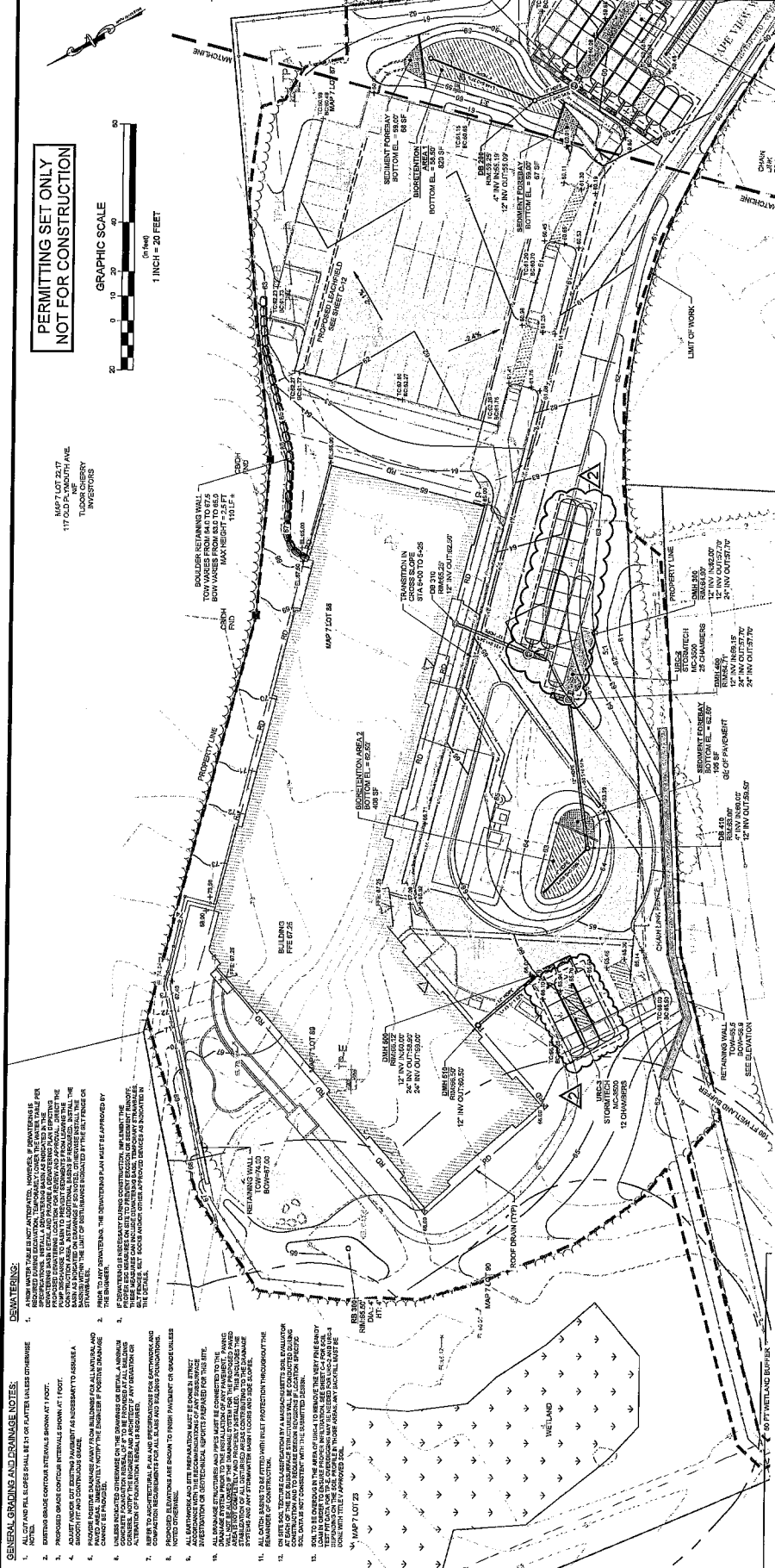
Preservation of Affordable Housing
2 Oliver Street, Suite 100
Boston, MA 02109
Phone: (617) 261-6668

CAPE VIEW WAY
PERMITTING PLANS
BOURNE, MASSACHUSETTS
GRADING & DRAINAGE PLAN (1)

Horsley Witten Group, Inc.
Sustainable Environmental Solutions
www.horsleywitten.com
50 Route 6A
Sandwich, MA 02563
508-833-6600
508-833-3166 Fax



Revisions

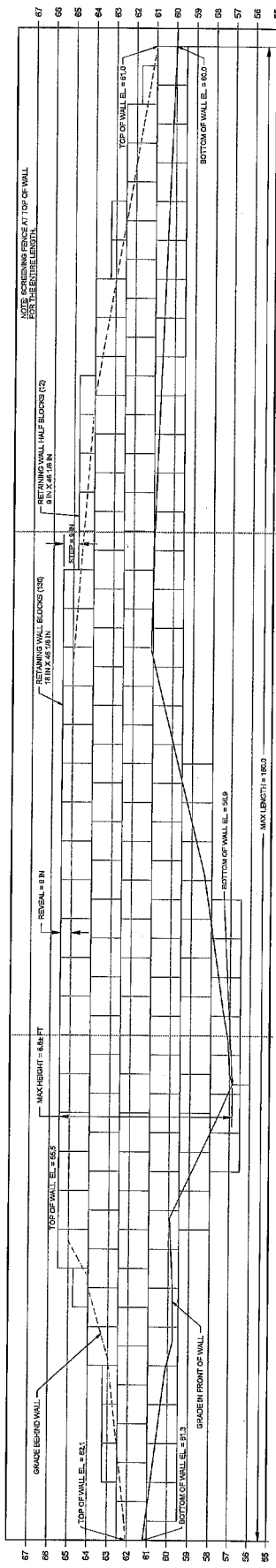


PERMITTING SET ONLY
NOT FOR CONSTRUCTION

MAP 7 LOT 22.17
117 OLD PLYMOUTH AVE.
N/E
TUDOR CHERRY
INVESTORS

GENERAL GRADING AND DRAINAGE NOTES:

- [illegible]



RETAINING WALL ELEVATION
HORIZONTAL SCALE: 1" = 5'



David J. Wynn
Professional Engineer
State of Massachusetts
License No. 11000
Date: June 2019

PREPARATION OF
AFFORDABLE HOUSING
2 OLIVER STREET, SUITE 500
BOSTON, MA 02109
Phone: (617) 267-9900
Fax: (617) 267-9900

CAPE VIEW WAY
PERMITTING PLANS
BOURNE, MASSACHUSETTS
GRADING & DRAINAGE PLAN (2)

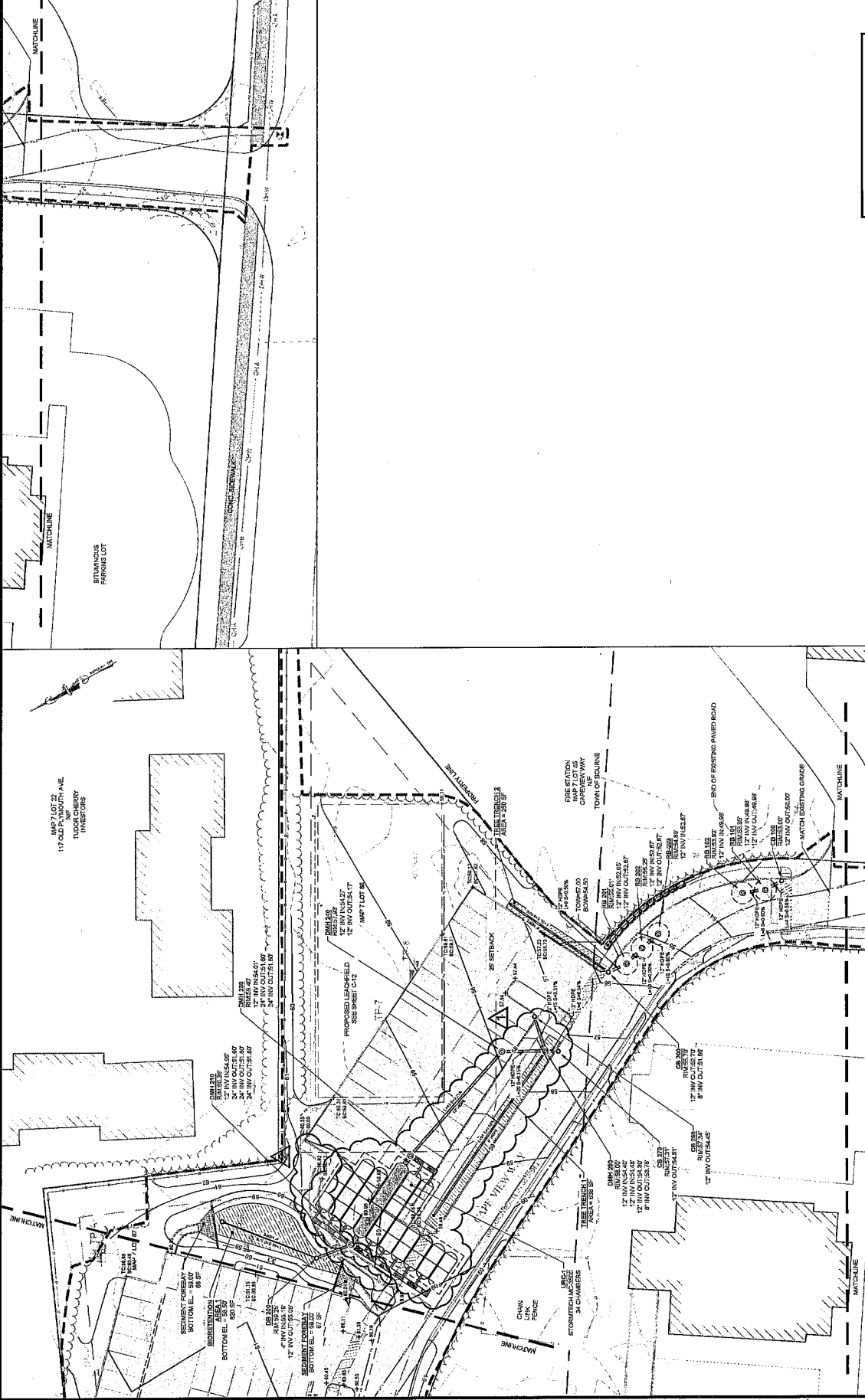
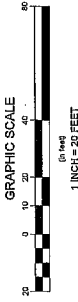
MADE: 11.2011
REVISED BY: [Signature]
DATE: 11.2011
BY: [Signature]
DATE: 11.2011
PROJECT: 19038
SHEET: 8 of 22



Horsley Witten Group, Inc.
Sustainable Engineering and Construction
2000 South Street
Bourne, MA 02532
Phone: (508) 333-3100
Fax: (508) 333-3100

Revisions
1. 11/2011: [Signature] - Initial Design
2. 11/2011: [Signature] - Final Design
3. 11/2011: [Signature] - Final Design

PERMITTING SET ONLY
NOT FOR CONSTRUCTION



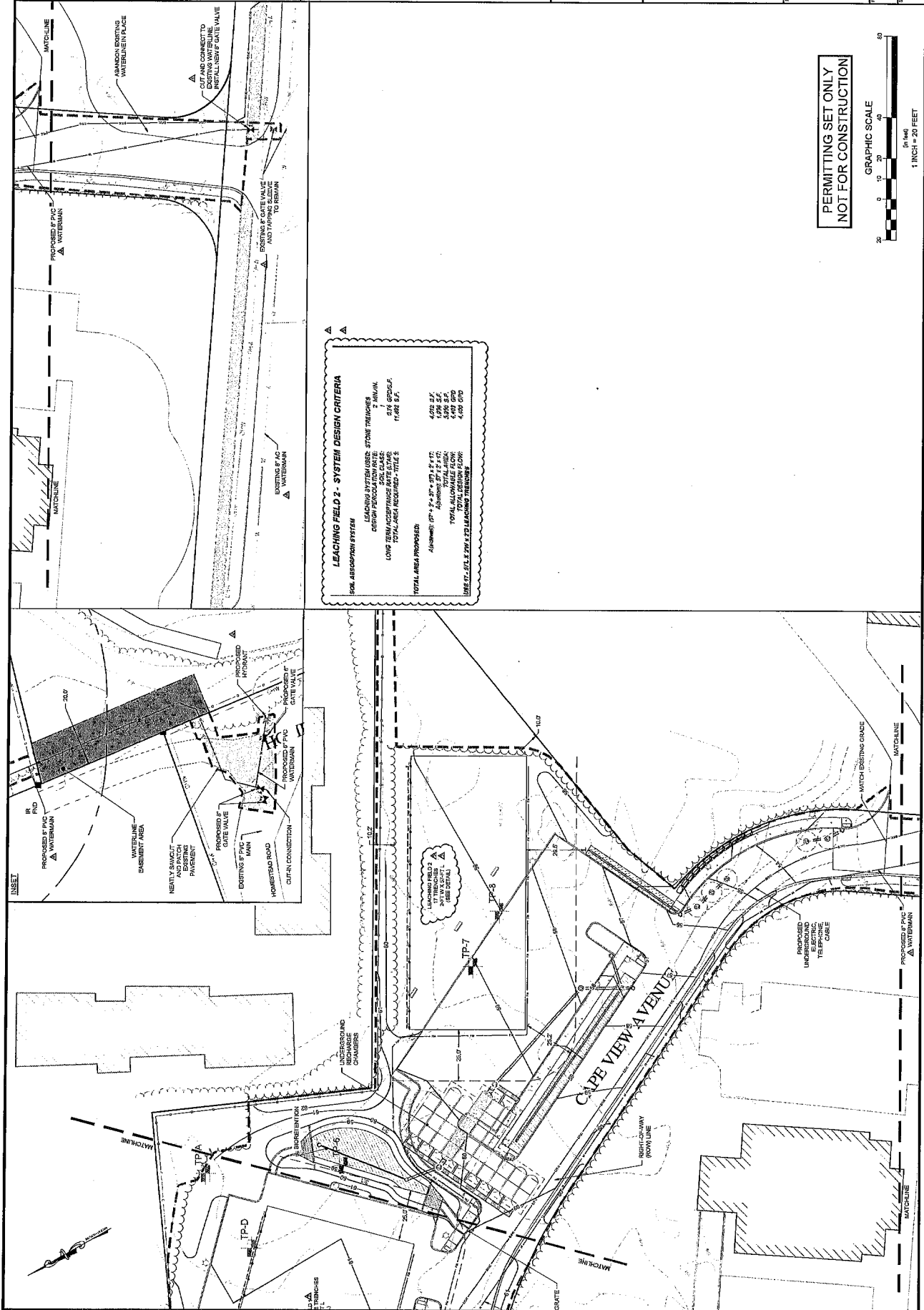


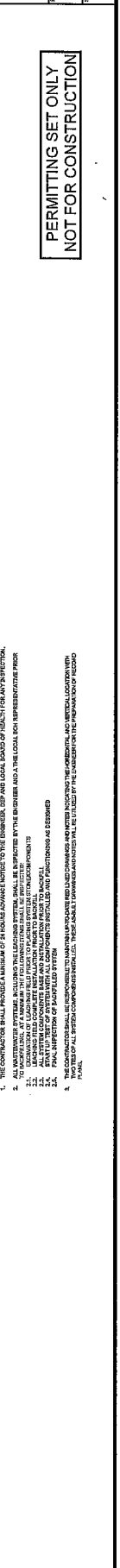
Survey Provided By:
Horsley Witten Group, Inc.
30 Route 6A
Salem, MA 01970
Phone: (508) 833-0500
Fax: (508) 833-0150
Date: JUNE 2019

Prepared For
PRESERVATION OF
AFFORDABLE HOUSING
2 OLIVER STREET, SUITE 500
BOSTON, MA 02109
Phone: (617) 251-0088
Fax: —

CAPE VIEW WAY
PERMITTING PLANS
BOURNE, MASSACHUSETTS

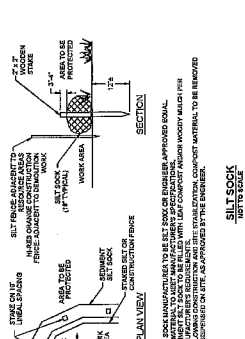
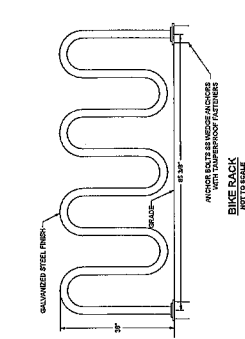
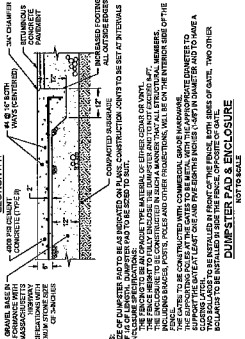
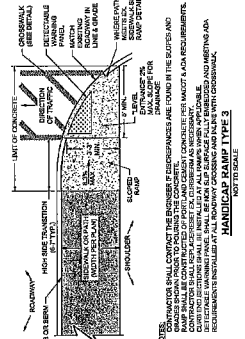
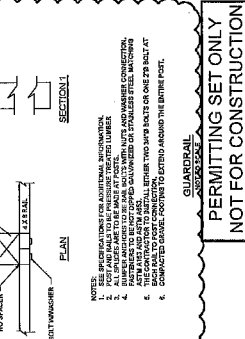
Horsley Witten Group, Inc.
Sustainable Environmental Solutions
www.horsleywitten.com
52 Route 6A
Sandwich, MA 02563
508-833-5500 voice
508-833-3160 fax

[illegible]



Part Number:	19038
Issue:	14 of 22

Card Number: C-14



SILT SOCK
NOT TO SCALE

Horley Witten Group, Inc.
 10000 W. 11th Ave.
 Suite 100
 Minneapolis, MN 55425
 Phone: (612) 333-6000
 Fax: (612) 333-1510
 Email: info@horleywitten.com

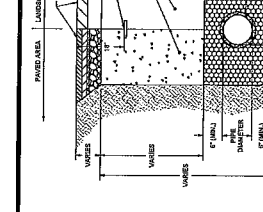
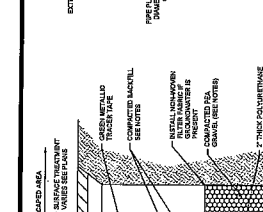
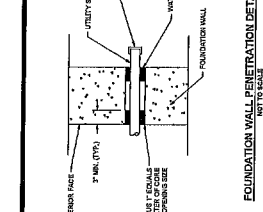
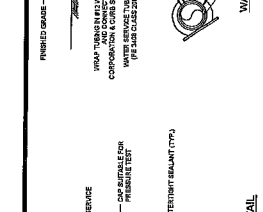
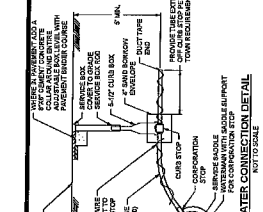
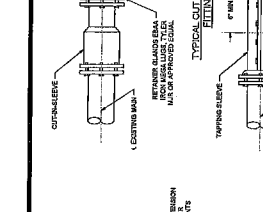
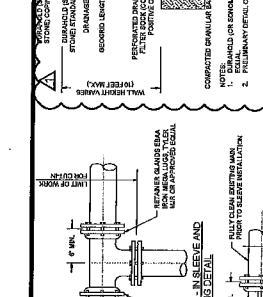
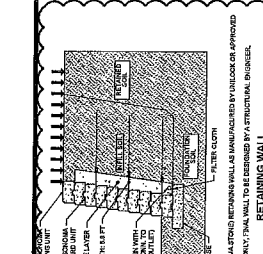
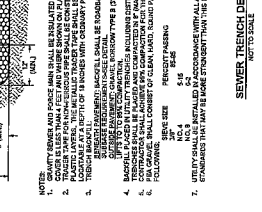
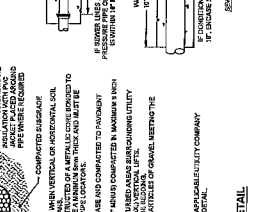
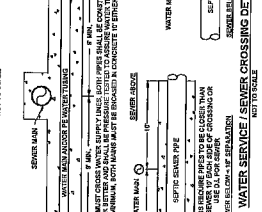
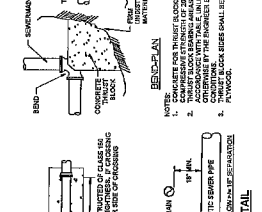
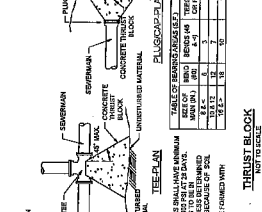
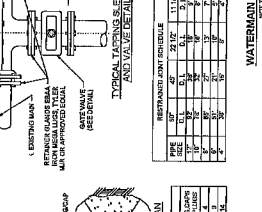
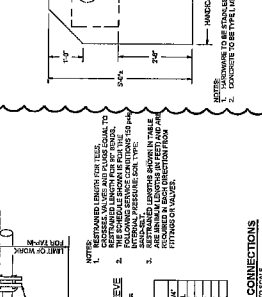
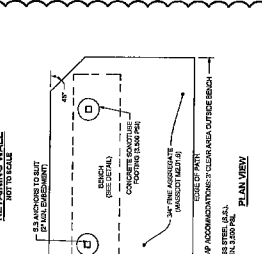
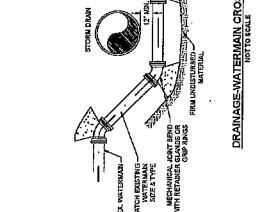
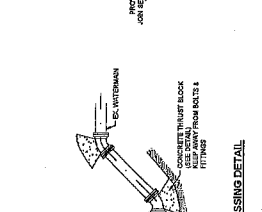
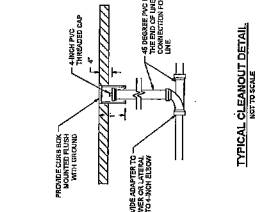
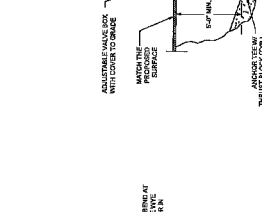
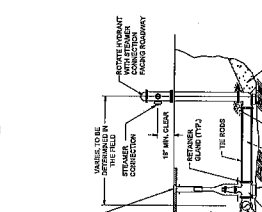
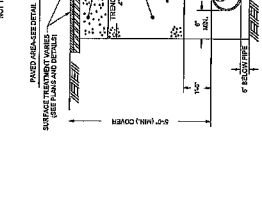
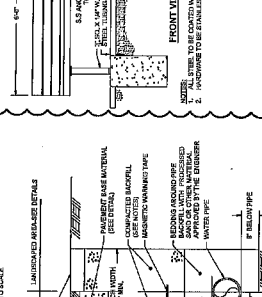
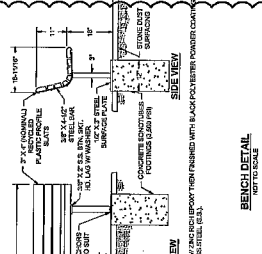
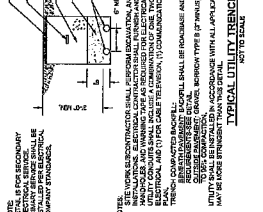
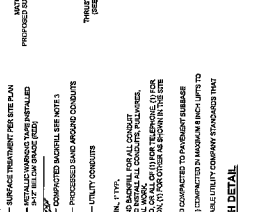
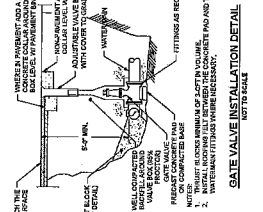
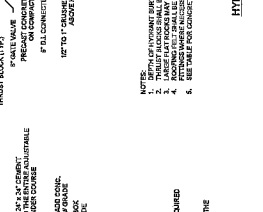
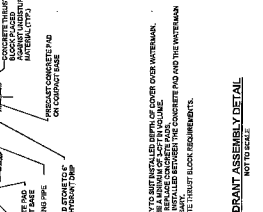
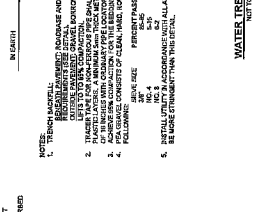
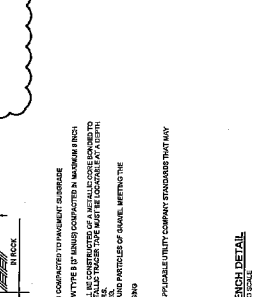
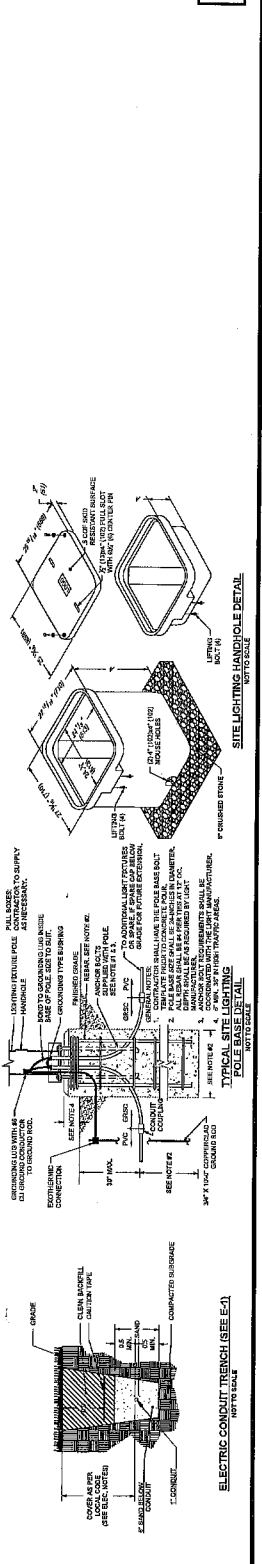
PRESERVATION OF
 HOUSING
 2 CAVES STREET, SUITE 500
 BOURNE, MASSACHUSETTS 01906
 Phone: (508) 281-8800
 Fax: (508) 281-8801

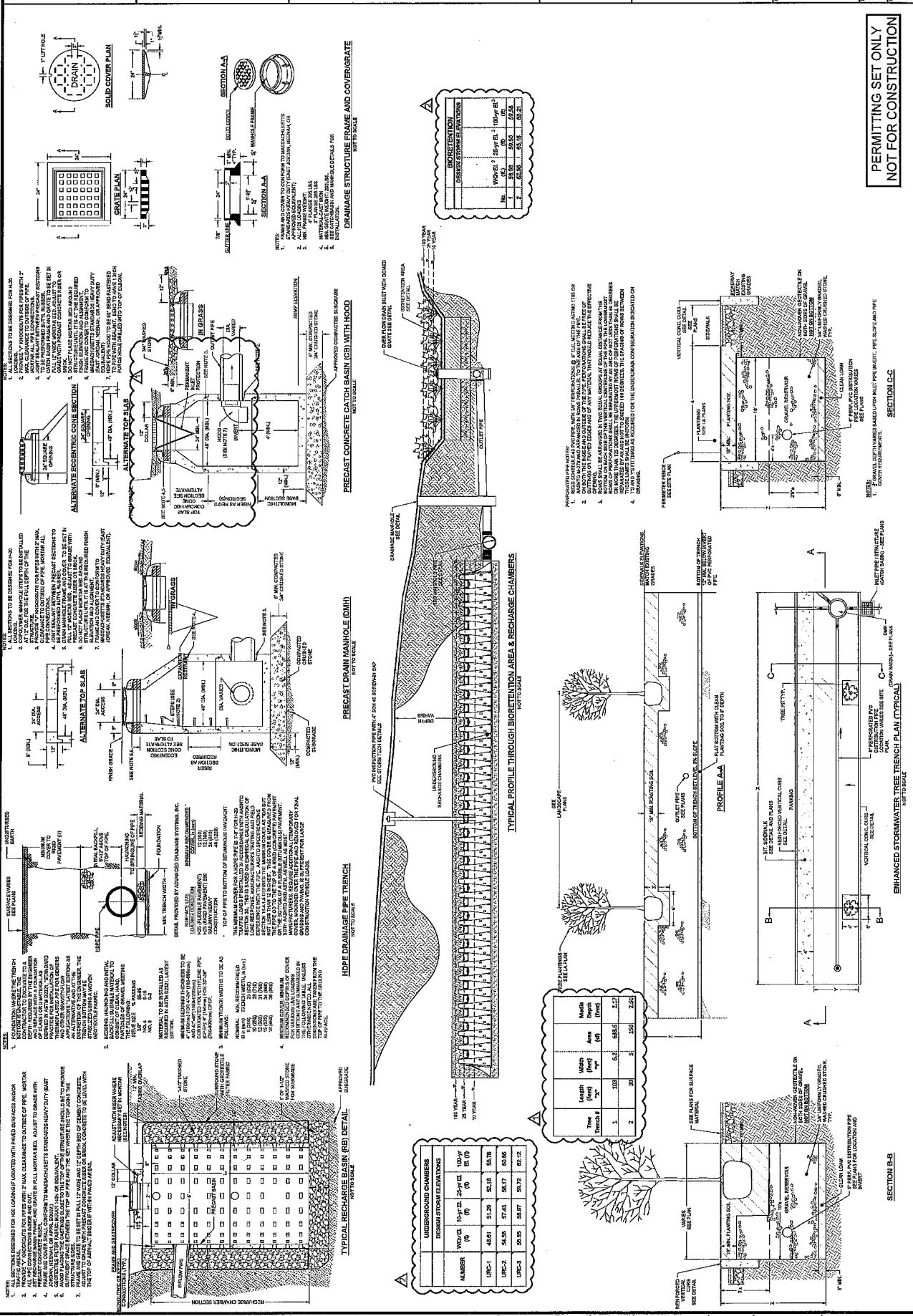
CONSTRUCTION DETAILS (2)
 BOURNE, MASSACHUSETTS
 CAPE VIEW WAY
 PERMITTING PLANS

Horley Witten Group, Inc.
 10000 W. 11th Ave.
 Suite 100
 Minneapolis, MN 55425
 Phone: (612) 333-6000
 Fax: (612) 333-1510
 Email: info@horleywitten.com

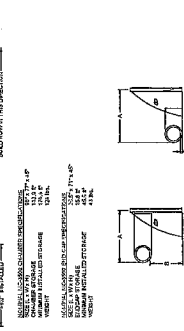
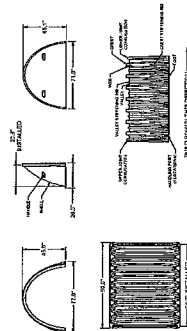
NO.	DATE	BY	CHKD BY	REVISIONS
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PERMITTING SET ONLY
NOT FOR CONSTRUCTION



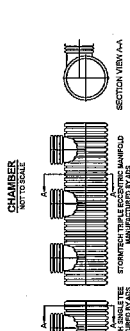


1. ALL DESIGN SPECIFICATIONS FOR STORMTECH MCS300 CHAMBERS SHALL BE BASED ON THE LATEST STORMTECH MCS300 CHAMBERS MANUFACTURING INSTRUCTIONS.
2. THE CONTRACTOR SHALL BE RESPONSIBLE FOR OBTAINING ALL NECESSARY PERMITS AND APPROVALS FROM THE LOCAL HEALTH DEPARTMENT AND LOCAL ENGINEERING BOARD.
3. THE CONTRACTOR IS ADVISED TO REVIEW AND UNDERSTAND THE LATEST STORMTECH MCS300 CHAMBERS MANUFACTURING INSTRUCTIONS. THE LATEST STORMTECH MCS300 CHAMBERS MANUFACTURING INSTRUCTIONS ARE AVAILABLE AT: WWW.STORMTECH.COM
4. CHAMBERS SHALL MEET THE DESIGN REQUIREMENTS AND LOAD FACTORS BASED ON THE LATEST EDITION OF THE ASHRAE HANDBOOK OF BUILDING DESIGN SPECIFICATIONS.



TYPE	SIZE	WEIGHT	LENGTH	WIDTH	HEIGHT	DEPTH	DIAMETER	AREA	VOLUME
STANDARD	12"	150 LBS	10'	12"	12"	12"	12"	144 sq ft	144 cu ft
STANDARD	18"	250 LBS	10'	18"	18"	18"	324 sq ft	324 cu ft	
STANDARD	24"	400 LBS	10'	24"	24"	24"	576 sq ft	576 cu ft	

STORMTECH TUBES ARE AVAILABLE IN 10' LENGTHS. IF A SHORTER LENGTH IS REQUIRED, THE TUBE SHALL BE CUT TO THE REQUIRED LENGTH. THE TUBE SHALL BE CUT TO THE REQUIRED LENGTH.



MANIFOLD		16"	20"	24"	30"	36"	42"	48"	54"	60"	66"	72"	78"	84"	90"	96"	102"	108"	114"	120"
WEIGHT		150	250	400	550	700	850	1000	1150	1300	1450	1600	1750	1900	2050	2200	2350	2500	2650	2800
LENGTH		10'	10'	10'	10'	10'	10'	10'	10'	10'	10'	10'	10'	10'	10'	10'	10'	10'	10'	10'
WIDTH		16"	20"	24"	30"	36"	42"	48"	54"	60"	66"	72"	78"	84"	90"	96"	102"	108"	114"	120"
HEIGHT		12"	12"	12"	12"	12"	12"	12"	12"	12"	12"	12"	12"	12"	12"	12"	12"	12"	12"	12"
DEPTH		12"	12"	12"	12"	12"	12"	12"	12"	12"	12"	12"	12"	12"	12"	12"	12"	12"	12"	12"
DIAMETER		12"	12"	12"	12"	12"	12"	12"	12"	12"	12"	12"	12"	12"	12"	12"	12"	12"	12"	12"
AREA		144	400	576	900	1296	1764	2304	2916	3600	4356	5184	6084	7056	8100	9216	10404	11664	13000	14400
VOLUME		144	400	576	900	1296	1764	2304	2916	3600	4356	5184	6084	7056	8100	9216	10404	11664	13000	14400

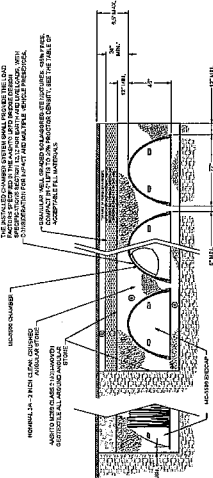
AWM - STANDARD FEATURES AVAILABLE
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STORMTECH TUBES ARE AVAILABLE IN 10' LENGTHS. IF A SHORTER LENGTH IS REQUIRED, THE TUBE SHALL BE CUT TO THE REQUIRED LENGTH. THE TUBE SHALL BE CUT TO THE REQUIRED LENGTH.

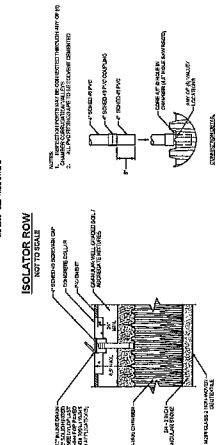
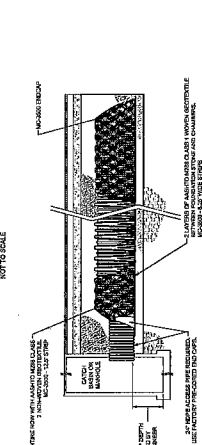
ACCEPTABLE MATERIALS, STORMTECH MCS300 CHAMBER SYSTEMS

MATERIAL LOCATION	DESCRIPTION	ASBESTOS	COMPACTIBILITY REQUIREMENT
1. STORMTECH MCS300 CHAMBER SYSTEMS	STORMTECH MCS300 CHAMBER SYSTEMS	NO	STORMTECH MCS300 CHAMBER SYSTEMS
2. STORMTECH MCS300 CHAMBER SYSTEMS	STORMTECH MCS300 CHAMBER SYSTEMS	NO	STORMTECH MCS300 CHAMBER SYSTEMS
3. STORMTECH MCS300 CHAMBER SYSTEMS	STORMTECH MCS300 CHAMBER SYSTEMS	NO	STORMTECH MCS300 CHAMBER SYSTEMS
4. STORMTECH MCS300 CHAMBER SYSTEMS	STORMTECH MCS300 CHAMBER SYSTEMS	NO	STORMTECH MCS300 CHAMBER SYSTEMS
5. STORMTECH MCS300 CHAMBER SYSTEMS	STORMTECH MCS300 CHAMBER SYSTEMS	NO	STORMTECH MCS300 CHAMBER SYSTEMS

STORMTECH MCS300 CHAMBER SYSTEMS SHALL BE INSTALLED IN ACCORDANCE WITH THE LATEST STORMTECH MCS300 CHAMBER SYSTEMS MANUFACTURING INSTRUCTIONS. THE LATEST STORMTECH MCS300 CHAMBER SYSTEMS MANUFACTURING INSTRUCTIONS ARE AVAILABLE AT: WWW.STORMTECH.COM



STANDARD CHAMBER CROSS SECTION



INSPECTION PORT



UNDERGROUND CHAMBERS									
CHAMBER NUMBER	COVER TYPE	NUMBER OF ENTRIES	CHAMBER TYPE	ELEVATIONS					
				SUB-A INVERT MARKED	CHAMBER INVERT MARKED	BLK. B INVERT BOTTOM	BLK. D INVERT BOTTOM	SIDE/E TOP OF CHAMBER	SIDE/F TOP OF CHAMBER
UPC-1	Precast	34	STORMWATER COLLECTION	67.5	67.5	52.0	48.50	54.25	56.65
UPC-2	Precast	26	STORMWATER COLLECTION	67.75	67.75	55.70	54.50	60.25	61.25
UPC-3	Precast	12	STORMWATER COLLECTION	68.00	68.00	60.00	57.00	60.00	62.65

STORMTECH SYSTEM DETAIL



STORMTECH TUBES ARE AVAILABLE IN 10' LENGTHS. IF A SHORTER LENGTH IS REQUIRED, THE TUBE SHALL BE CUT TO THE REQUIRED LENGTH. THE TUBE SHALL BE CUT TO THE REQUIRED LENGTH.

PERMITTING SET ONLY

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PERMITTING SET ONLY
NOT FOR CONSTRUCTION

Project Number: 19038
Sheet: 20 of 22
Date: 2019.06.20

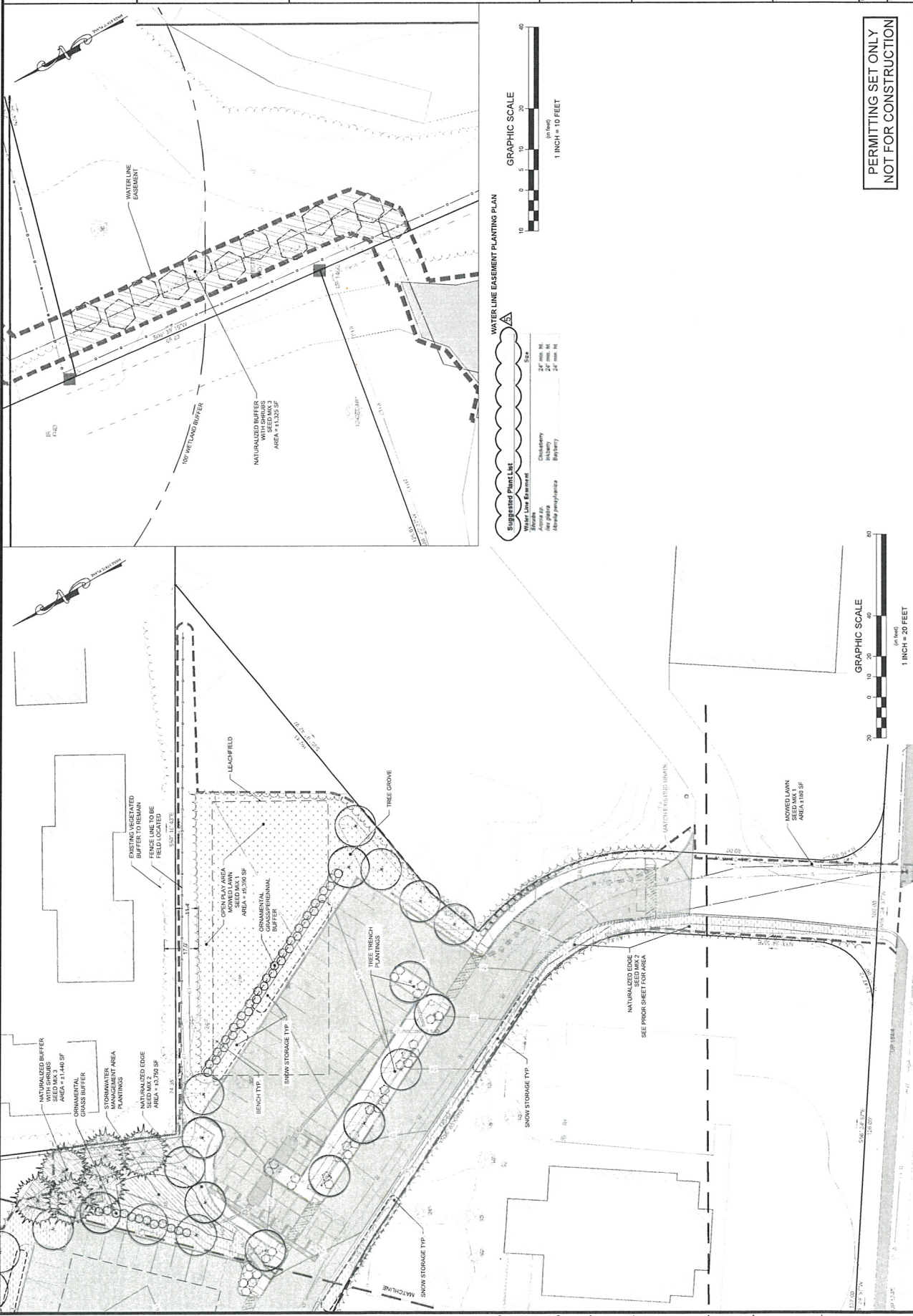
Horley Witten Group, Inc.
50 Route 6A
Bourne, MA 02606
Phone: (508) 333-6000
Fax: (508) 333-1000
Email: info@horleywitten.com

RESERVATION OF
AFFORDABLE HOUSING
2 OLIVER STREET SUITE 500
BOSTON, MA 02109
Phone: (617) 201-8506

CAPE VIEW WAY
PERMITTING PLANS
BOURNE, MASSACHUSETTS
LANDSCAPE PLAN (2)

Revisions

Rev	Date	By	Appr	Description
01	01/10/21	KK	KK	Initial design
02	01/10/21	KK	KK	Revised design
03	01/10/21	KK	KK	Revised design
04	01/10/21	KK	KK	Revised design
05	01/10/21	KK	KK	Revised design
06	01/10/21	KK	KK	Revised design
07	01/10/21	KK	KK	Revised design
08	01/10/21	KK	KK	Revised design
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18	01/10/21	KK	KK	Revised design
19	01/10/21	KK	KK	Revised design
20	01/10/21	KK	KK	Revised design



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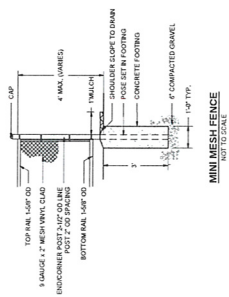
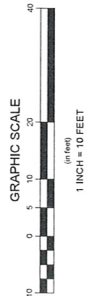
Horsley Witten Group, Inc.
1000 Massachusetts Avenue
Boston, MA 02108
Phone: (617) 231-0800
Fax: (617) 231-0800

PROJECT: AFFORDABLE HOUSING
LOCATION: 2 LITTLE STREET, SUITE 500
BOSTON, MA 02108
DATE: 12/13/21
DRAWN BY: [Signature]
CHECKED BY: [Signature]
DATE: 12/13/21

CAPE VIEW WAY PERMITTING PLANS BOURNE, MASSACHUSETTS BACKYARD PLAN & DETAILS

REV	DATE	BY	CHK	DESCRIPTION
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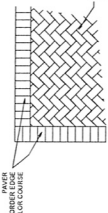
REVISIONS	DATE	BY	CHK	DESCRIPTION
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PERMEABLE PAVERS DETAIL

- NOTES:
1. PERMEABLE PAVERS TO BE USED IN ALL AREAS WHERE WATER RUNOFF IS EXPECTED.
 2. EXCAVATE AND INSTALL PERMEABLE PAVERS TO A MINIMUM DEPTH OF 4\"/>
 3. SEE SPECIFICATIONS FOR SETTING PERMEABLE PAVERS.
 4. SEE SPECIFICATIONS FOR SETTING PERMEABLE PAVERS.
 5. SEE SPECIFICATIONS FOR SETTING PERMEABLE PAVERS.
 6. SEE SPECIFICATIONS FOR SETTING PERMEABLE PAVERS.

HERRINGBONE PATTERN 45



SECTION

