

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.

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](mailto: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

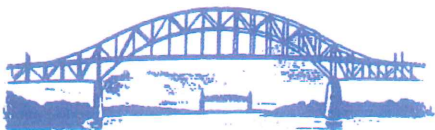
By:   
Alisa M. Galazzi, Chief Executive Officer

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](mailto: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.*

Ms. James Beyer, Chairman  
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**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 27<sup>th</sup> and Wednesday April 28<sup>th</sup>, 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.<sup>1</sup> 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.*

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<sup>11</sup>Cape 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.<sup>2</sup> 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 85<sup>th</sup> 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%.*

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<sup>2</sup>A 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)<sup>3</sup>. 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.

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<sup>3</sup>Institute 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 95<sup>th</sup> 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 95<sup>th</sup> 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 95<sup>th</sup> 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 85<sup>th</sup> 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 Manual<sup>44</sup>. 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)*

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



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July 22, 2021  
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*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)



**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

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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



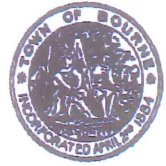
To: Cassie Hammond  
From: David S. Pelonzi, Assistant Chief  
Date: 09/10/2021  
Subject: Cape View Way

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.

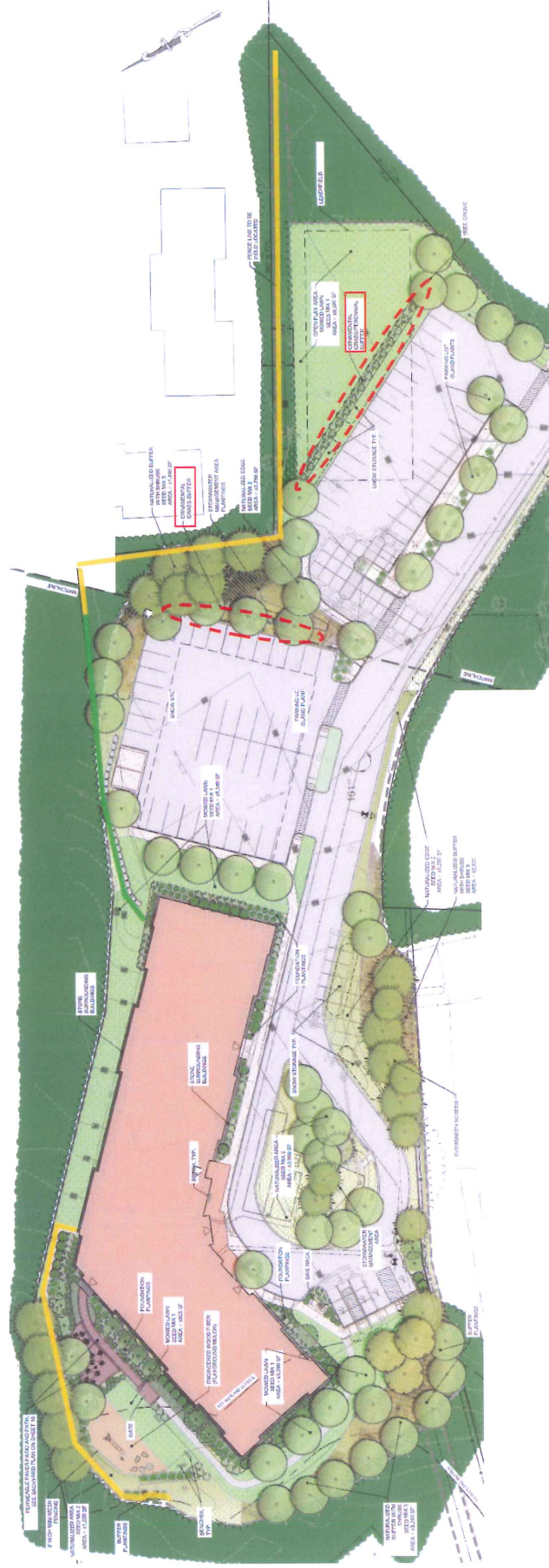
The placement of the chain link fence as shown on Exhibit A is predicated upon the Applicant's present intention that there will be no entry/exit doors at the rear of the apartment building beyond where the chain link fence will stop as shown on Exhibit A. If the Applicant makes a change and does install 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 Vinyl Privacy Fence

6' Foot Vinyl Chain 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