# Town of Mashpee

## Planning Board

16 Great Neck Road North
Mashpee, Massachusetts 02649

MASHPEE TOWN CLERK
OCT 17 '22 PM12:56

**Meeting of the Mashpee Planning Board**
**Wednesday, October 19, 2022**
**Waquoit Meeting Room**
**Mashpee Town Hall**
**16 Great Neck Road North**
**Mashpee, MA 02649**
**7:00 PM**
***Broadcast Live on Local Channel 18***
***Streamed Live on the Town of Mashpee Website: https://www.mashpeema.gov/channel-18***

**Call Meeting to Order**

- Pledge of Allegiance

**Approval of Minutes**

- Review of Meeting Minutes from September 7, 2022

**Public Hearings**

**7:10 PM (Continued from 10/05/22)**

**Applicant:** Marcello Mallegni, Forestdale Road, LLC
**Location:** 532 Main Street (Map 26, Block 6)
**Request:** The applicant requests consideration for approval of a 9 lot definitive subdivision plan of land consisting of approximately 18.05 acres located on Main Street (Route 130) between Nicoletta's Way and Echo Road

**New Business**

- Due to procedural defect in the public hearing notifications process the Board will re-vote to set public hearing date for modification of definitive subdivision plan of land known as Spring Hill West and re-vote to set public hearing date for associated cluster subdivision special permit approved by the Planning Board October 6, 1989 submitted by Pleasantwood Homes LLC.

**Old Business**

- Local Comprehensive Plan Updates with Weston and Sampson
  - Survey Beta Test
  - Workshops and Focus Groups
  - Updating the Vision Statement
  - Workshop on proposed actions
- Affordable and Workforce Housing
  - Coordination with Affordable Housing Committee and Community Preservation Program
  - ADU Workshop
- Clean Water Initiative

**Chairman's Report**

**Town Planner Report**

- Redeveloping Suburban Sprawl, a collection of case studies by Alex Beltran, Mashpee Planning Intern Summer 2022
- Update and discussion relative to the Housing Production Plan consultant procurement process.

Town of Mashpee

16 Great Neck Road North
Mashpee, Massachusetts 02649

**Board Member Committee Reports**

- Cape Cod Commission, Community Preservation Committee, Design Review, Plan Review, Environmental Oversight Committee, Historic District Commission, Harbor Management Plan Committee

**Public Comment**

**Correspondence**

- Arden Cadrin, Sturgis Lane, Regarding 532 Main Street Definitive Subdivsiion Proposal
- Jonathan Small, Sturgis Lane, Regarding 532 Main Street Definitive Subdivision Proposal
- Town of Falmouth Notices
- Town of Sandwich Notices
- Town of Barnstable Notices
- MGL Ch. 91 Waterways Application Notice – Joshua M. and Tamara M. Fox, 81 Lighthouse Lane
- MGL Ch. 91 Waterways Application Notice – Mark C. and Kim M. Bush, 87 Lighthouse Lane
- August 2022 Discharge Monitoring Report for South Cape Village – N = 3.4
- July 2022 Discharge Monitoring Report for South Cape Village – N = 4.5
- June 2022 Discharge Monitoring Report for South Cape Village – N = 5.3

**Additional Topics (not reasonably anticipated by Chair)**

**Adjournment**

MASHPEE TOWN CLERK
OCT 17 '22 PM12:55

# Town of Mashpee Planning Board

16 Great Neck Road North
Mashpee, Massachusetts 02649

**Mashpee Planning Board**
**Minutes of Meeting**
**Wednesday, September 21, 2022 at 7:00PM**
**Mashpee Town Hall - Waquoit Meeting Room**
**16 Great Neck Road North**
**Mashpee, Ma 02649**

**Broadcast Live on Local Channel 18**
**Call-in Conference Number: (508)-539-1400 x 8585**
**Streamed Live on the Town of Mashpee website**
**https://www.mashpeema.gov/channel -18**

**Present:** Chair Mary Waygan, John Fulone, Dennis Balzarini, Karen Faulkner, Mike Richardson, Robert (Rob) Hansen

**Also Present:** Evan Lehrer – Town Planner, Christopher Kirrane – Attorney for Forestdale Road, LLC, Carl Gehring – Gehring and Associates

**CALL TO ORDER**
Chairwoman Waygan called the meeting of the Planning Board to order at 7:00P.M. The Pledge of Allegiance was recited.

**APPROVAL OF MINUTES – September 07, 2022**
There were no comments made regarding the September 07, 2022 meeting minutes.

**MOTION:**
**Mr. Richardson made a motion to approve the meeting minutes for September 07, 2022 as written. Seconded by Mr. Balzarini. All in favor.**

**PUBLIC HEARING**
**7:10P.M. (Continued from 09/07/2022)**

| | |
|---|---|
| **Applicant:** | Marcello Mallegni, Forestdale Road, LLC |
| **Location:** | 532 Main Street (Map 26, Block 6) |
| **Request:** | The applicant requests consideration for approval of a 9 lot definitive subdivision plan of land consisting of approximately 18.05 acres located on Main Street (Route 130) between Nicoletta's Way and Echo Road. |

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Attorney Christopher Kirrane is present tonight on behalf of his client. He submit a letter this afternoon requesting a further continuance. Unfortunately, negotiations between the two parties broke down and they were not able to reach an agreement. They will put forth a revised and updated subdivision plan for the Board's consideration for the October 19th Public Hearing as requested. They took the recommendation of the Board to make an effort in reaching an agreement, but the two parties needed to agree on a deal and they were not able to. Mr. Kirrane spoke with Mr. Lehrer and was told that meeting date should be sufficient for the hearing.

Mr. Lehrer commented he is unaware of the full modifications to the plans, and he requested those modifications get to the Planning Department as soon as possible so they can be given to Mr. Pesce to allow for enough time for written comment for the Planning Board.

Mr. Kirrane noted they will be adding the four acres of open space that will have to go to the Conservation Commission. There may have been initial comments from Mr. Pesce that will need to be incorporated as well as anything else, they will be ready for October 19th.

Mr. Lehrer asked if it has been indicated by Mr. Mallegni's engineers or surveyor relative to the scope, if modification is limited to only the open space contribution. If that is the case, Mr. Pesce already delivered a report, so if there is no modification to the proposed layout or technical matter, with regard to construction, they wouldn't need an additional report from Mr. Pesce.

Ms. Waygan commented she would like to still have Mr. Pesce look it over. She noted it has been a while and she would like to make sure his report is up to date. She would also like to ask the project proponent to review those initial meetings and read comments from the abutters and to address those previous comments.

Mr. Kirrane referenced one comment from one of the owners on Ashumet, those concerns are going to be allayed given the 4 acres is going to be contributed. He will review with the applicant. They put all their efforts into making this deal happen, now they have to pivot and they will review everything and get back before the Board.

Ms. Waygan anticipates the abutters will be present at the meeting. She just wants to be ready to address all their concerns.

Mr. Lehrer commented prior to the first continuance, he delivered a memo to the Board that he will be resending. Based on the location of the proposed roadway in consideration of intersections and adjacent roadways, a traffic study with the relative specified scope of work will

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be needed. He is asking the Board if it is pertinent to come with quotes to present to the applicant at the time the Public Hearing reopens or would they prefer to wait until the new plan is submitted.

Ms. Waygan asked why they would need a quote if this is going in the direction the Town Planner is suggesting.

Mr. Fulone and Mr. Balzarini both agreed quotes would be helpful. Mr. Fulone stated the need for a traffic study.

Mr. Lehrer stated it would be his recommendation the applicant pay for the traffic study and we would provide him with quotes to complete the scope of work. It is what has been done in past practice.

Ms. Waygan asked if the Mr. Pesce does traffic studies.

Mr. Lehrer commented Ed Pesce could connect them with firms, but generally he would recommend getting competitive quotes for consistent scope of work.

The consensus was the Board is fine with this decision. Ms. Waygan wanted to reiterate that just because they are getting quotes does not mean they have made a decision on the matter.

**MOTION:**
**Mr. Balzarini made a motion to set the Public Hearing to October 19, 2022 at 7:10p.m. Seconded by Mr. Richardson. All in favor.**

**NEW BUSINESS**
**Pre-application conference as requested by Carl Gehring of Gehring and Associates, LLC on behalf of Cellco Partnership d/b/a Verizon Wireless pursuant to Section 174-45.3(I) of the Mashpee Zoning Bylaws for the purposes of informing the Board as to the preliminary nature of the proposed personal wireless service facility 524 Great Neck Road North.**
Ms. Waygan shared a comment she made previously to the Town Planner, when this formally comes before the Board it will be a Public Hearing. She has never been in a pre-application conference but the bylaw allows it. She asks the Board refrain from any opinions. When this project comes forward it's a formal application and Public Hearing.

Mr. Lehrer commented the zoning bylaw encourages applicants seeking to submit an application for a personal wireless facility to informally meet with the Board to offer high level

information, define the purpose and intent of the application, and the proposed location. He would suggest Mr. Gehring inform them of potential timelines like when they can expect the application will be submitted. This is a DRI mandatory referral, upon the opening of the Public Hearing, this would be an automatic referral to the Cape Cod Commission for review, and then it would go back to the Planning Board for review and deliberation. He would echo Ms. Waygan's comments, tonight is just a listening opportunity and questions relative to process can be directed to Mr. Lehrer. He asks Mr. Gehring to once again describe the location, the process, and timeline moving forward.

Mr. Gehring is present this evening on behalf of Verizon. He showed the location being across from the 99 Restaurant at the Verizon phone company building, in the back yard. It is in the C1 zoning district and wireless overlay district. He noted this was a comprehensive application. He reached out earlier in the year but had a false start. He has been given the okay to go full speed ahead. He also reached out to the Cape Cod Commission as well as the town, and he will be looking for input and advice so Verizon applicants can do better in the future. His application will contain a narrative of the various elements of the bylaw. It will contain the RF plots proving the need. He will have a sound study, real estate impact, photos of the plan, and proof of RF compliance under federal law. There are wetlands in the back of the property that they are staying away from, he will also provide a wetlands report showing the plans are outside of those parameters. It most likely will not require a traffic study as it is an unoccupied remote utility building. Mr. Gehring would like a heads up of other requirements. He would like to coordinate an advertised balloon float so it only has to be done once, as there is a supply chain issue and helium is hard to come by. When he files, he will supply photo sims on a flat calm day. If you have wind it could completely mess up the read. He is curious how this can be done logistically. Advertising is tough because it is weather dependent. However, the Board has the ability to waive this. He wants to know if he should be in touch with the Commission, he would like to only perform one float if possible. It could happen 30 days from now, or 21 days after filing, but the selected date needs to be good weather. It has to be advertised for 14 days but no more than 21 days.

Mr. Lehrer would like to review this particular bylaw so he can provide an accurate recommendation.

Mr. Fulone asked if the outcome of the new balloon float would look different than the images already provided.

Mr. Gehring stated they would end up looking the same.

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Ms. Waygan stated if that's how it is written in the bylaw, it could make him vulnerable to an appeal. The Board would waive that formally once it's back to them in a Public Hearing. She just wants to put that out there that he is vulnerable to an appeal.

Mr. Gehring will reach out to the Cape Cod Commission and discuss this dilemma with them to see how they feel. There are no residents nearby and it's in the wireless overlay. There are a lot of woods and you would see it but once you drove by it would be out of sight. He asked if the Board wanted to see the plot size and the RFs.

Mr. Balzarini asked why they chose that spot.

Mr. Gehring commented there is a problem in this area that he will get into during the hearing. The RF engineers will give a search area to the real estate folks. There aren't any large structures in that area. Verizon saw their building, and rather than negotiate a lease, they will be going through their parent company. Where else would be appropriate to see a wireless phone tower than behind the phone company building?

Mr. Balzarini asked if the pole could be camouflaged.

Ms. Waygan stated when he goes to the Commission he could talk about camouflaging. In the bylaw it talks about different methods. The Board is interested in that dialogue. She would like to know the benefit and the draw back to the pole being camouflaged.

Mr. Lehrer commented that abutters from the most recent tower process four years ago were interested in camouflaging. Painting it light blue to match the sky or like a pine tree, is seen as industry best practice.

Mr. Hansen asked about a photo showing an array of transmitters, is there planning for expanding power use?

Ms. Waygan would like Mr. Gehring to discuss that when he comes back to the Board. The application will be presented to the Board and it will be directed to the Cape Cod Commission, then it comes back to the Planning Board. Mr. Lehrer confirmed after the closing of their Public Hearing and a decision is rendered it will be back before the Planning Board.

Mr. Gehring asked if the public would show up due to his filing even though the hearing is going to defer to the Commission. Ms. Waygan stated yes, and the application to the Board has to be complete and it will be a mandatory referral due to being a cell tower.

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Mr. Lehrer elaborated upon receipt of the application, at the Planning Boards next agenda, he will ask to set a date and communicate back to Mr. Gehring. It will be advertised in the newspaper and abutters will get notification. Then the Public Hearing will open. He includes language in the notifications that no deliberations will take place and it will be referred to Commission. A Public Hearing will open at the Commission for regional review and folks can participate in those as well. Once it is referred back to the town, he will notify abutters again to come back to the Public Hearing here.

Ms. Waygan informed him to remain in touch with Mr. Lehrer if he has any other questions. She asked if Planning Board members were encouraged or discouraged from going to the Cape Cod Commission meetings.

Mr. Lehrer commented it is their right to attend and listen to the regional review. He will attend so he can make a report to the Board.

Mr. Hansen stated the problem he had with the last cell tower that came before them is he didn't think they performed their due diligence to find adequate properties for coverage. In his opinion there were better properties that could've been pursued to address the coverage gap.

Ms. Waygan commented there are three members that sat through that meeting and understand coverage gap. She recommends Mr. Gehring makes sure he can explain that very well to everyone in attendance, both the Board and public.

Mr. Balzarini noted that is why he asked about that particular location. Did they do the coverage gap, as there is a lot of woods around there?

Mr. Gehring asked about stormwater runoff plans, he noted there was not much impervious surface. Those things take time to engineer and he wants to get it taken care of now. The consensus was if the Commission decided stormwater and traffic study were necessary, the Board would follow their lead. Mr. Gehring thanked the Board for their time.

Mr. Lehrer wanted to note one last item about application fees, as the Board has a consulting engineer who will review the plans at the time of the application. There are two fees, the application fee which is minimal, then the Board will require a $5,000.00 fee that covers the peer review and inspections by the consulting engineer. Those funds are held in an account with the treasurer's office. Any fees left over are returned to the applicant at completion of the project, assuming it gets completed. Any fees drawn down to $2,500.00 or 50% less of the

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total value, will require replenishing to the full $5,000.00. The application fee will be made out to the Town of Mashpee.

**Vote to set public hearing date for modification of definitive subdivision plan of land known as Spring Hill West and vote to set public hearing date for associated cluster subdivision special permit approved by the Planning Board October 6, 1989 submitted by Pleasantwood Homes LLC.**

Mr. Lehrer stated they received an application to modify the definitive subdivision plan known as Spring Hill West. The proposal is to modify a few lot lines on the Tudor Terrace and to further modify the existing special permit cluster subdivision on record to incorporate a continuous adjacent parcel. It is just under 6 acres under the same control and ownership as the Spring Hill West subdivision. We will need to set two Public Hearing dates, one to modify definitive and the other to modify the Special Permit associated to the Spring Hill West subdivision. To get adequate frontage on Tudor Terrace, the proposal is to modify existing lot lines on Tudor Terrace and incorporate the continuous adjacent land area for three additional building lots. It is the modification on three existing building lots and the addition of three new building lots with the requisite contribution of open space pursuant to the cluster provisions at the time of the original approval in 1989. Mr. Lehrer recommends establishing those two Public Hearing dates for October 19th to provide adequate time for notice.

**MOTION:**
**Mr. Balzarini made a motion to set a Public Hearing for October 19, 2022 at 7:20p.m. for modification of the definitive subdivision plan. Ms. Faulkner seconds. All in favor.**

**MOTION:**
**Mr. Balzarini made a motion to set a Public Hearing date for October 19, 2022 at 7:25p.m. for associated cluster subdivision special permit modification. Ms. Faulkner seconds. All in favor.**

**OLD BUSINESS**
**Local Comprehensive Plan Updates with Weston & Sampson**
**Survey Beta Test**

Mr. Lehrer stated the reason they do not have the survey yet is because he identified a number of issues when he was reviewing the survey. There are a number of questions with scales, and the scales were not consistent with the questions being asked. It has been a bit of a process as their HR has sole control Survey Monkey. He really wanted to make sure there were no outlying issues that would impact how much time it took to take the survey.

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Ms. Faulkner asked him to explain this one more time.

Mr. Lehrer referenced the question asking how significant of an impact do the factors of quality of life have on Mashpee, and the scale was satisfied, very satisfied, and not satisfied. The scale is not consistent with the question being asked.

**Workshops and Focus Groups**
Mr. Lehrer stated September 26th is the parents of school age children Zoom. Letters and invitations went home last week. He wants this one to be well attended.

Monday, October 3rd will be an additional condensed Zoom.

The Tribe has confirmed Sunday, September 25th for their session. Mr. Lehrer, Blake Martin, and Ashley Sweet will be in attendance. Ms. Waygan asked if that was a 2:00p.m. start time.

Mr. Lehrer was informed that sometimes non tribal members cannot be present for certain topics of discussion. He will likely be there early to give a presentation. Select Board member Mr. Weeden will set up in the atrium and invite attendees as they come and go to engage in that space. There will not be enough space in the other room.

**Affordable and Workforce Housing**
Ms. Waygan attended the meeting of the Affordable Housing Committee last week. She emailed the Chair about coordinating between the Committee and this Board on some zoning to create affordable housing in town. He said yes, he has seen the June 5th email, and she is waiting to see how he wants to proceed. In lieu of meeting, she would like to invite them here, or maybe Mr. Lehrer can go to them with the redevelopment bylaw. They meet monthly, so Mr. Lehrer could explain the redevelopment bylaw, then they could convene together to discuss.

**Community Preservation Program**
Ms. Waygan commented there is a Public Hearing on Thursday, October 6, 2022. The CPC is holding a Public Hearing on the possibilities and resources as they relate to historic preservation, recreation, affordable housing, and open space. It will be held at the Senior Center at 6:00p.m. She will clarify the exact time. It is the annual Public Hearing for the Community Preservation Committee. They will go through the program and performance data and what has been accomplished thus far and what's in progress, then they will take Public Comment on what people would like to see as priority use of the funds. The Planning Board wrote a letter of support for the purchase of 751 Main St., Rt. 130. That is the one application the CPC is considering right now. They will set a deadline in early November for applications. If

people have ideas for projects in town and want to submit an application, they should come to that Public Hearing to learn more about the program.

**CHAIRMANS REPORT**

**Floodplain overlay proposed Zoning Bylaw amendment**

Ms. Waygan made a presentation regarding two proposed amendments, she is going to turn it over to Ms. Faulkner to provide the update.

Ms. Faulkner thanked Mr. Lehrer for all the hard work he put into this bylaw as well as the Board for unanimously sending it to the Select Board. The Select Board approved and recommended the skeleton of the bylaw excluding the prohibition of fill and exceptions. One of their reasons for not passing the prohibition of fill was they claimed they didn't have sufficient time to conduct a thorough study. The proposal was turned in on July 11th and they had it for 4 weeks, which should have allowed for enough time to ask questions and concerns to the Town Planner. She is recommending any future bylaws be submitted to the Select Board as early as possible and hold a workshop well before the closing.

Ms. Waygan reiterated that a portion is still on the Warrant.

Mr. Balzarini reminded the Board if they did not put it on the Warrant, the town would lose credit on flood insurance. This creates a lot of problems with the drainage during really heavy rain on those roads.

Ms. Faulkner echoed that was a small measure and builders were still able to build and it would also go toward the water shed permit by doing anything to help this town, apart from sewers.

Ms. Waygan would like to look at the MVP and Hazard Mitigation Plan and hold workshops with the Building Commissioner, Town Planner, and Barnstable County Flood Coordinator and discuss the floodplain and see if it should be resubmitted.

Mr. Lehrer communicated they were just trying to get ahead of the curve. The prohibition of fill is a FEMA regulation and will soon be a federal regulation. He is more than happy to host a workshop.

Ms. Waygan thinks in the Municipal Vulnerability Preparedness Plan (MVP), flooding is a top concern that was identified.

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Ms. Faulkner commented coastal flooding and erosion is number one.

Mr. Lehrer stated they are due for an update on the MVP.

**Low Impact Development Zoning Bylaw amendment**
The Select Board voted unanimously and recommended to put it on the Warrant for Town Meeting. Ms. Waygan would like to provide some education on low impact development, whether that be a flyer or a slide show.

Chris Ball stated it was canceled.

**TOWN PLANNER REPORT**
Mr. Lehrer is happy to announce his new staff member, Jennifer Thomas. He will introduce her at a later meeting and he is happy to have her on board.

**PUBLIC COMMENT**
None at this time.

**COMMITTEE REPORTS**

**Cape Cod Commission-** They are having a full meeting 9/22 at 3p.m. One agenda item is a regional housing strategy plan. The Zoom is on the CCC website under the calendar tab. HAC will also be putting forward a housing action plan.

**Community Preservation Committee-** The annual Public Hearing is October 6th at Senior Center at 6:00p.m. Applications for funding are due early November.

**Design Review-** 118 Echo Road, the owner is NextGrid. They want to build canopies with mounted solar modules and use it as a contractor storage yard. It is located on a 4.26 acre lot and they need a special permit with the maximum impervious coverage of 93,026s.f. (LID was on her mind, she volunteered they should do stormwater management to encourage some LID planning). It is under the ZBA Special Permit as they need it for the contractor's yard but significant portions are in the groundwater protection district. Mr. Lehrer believes this is the facility that had been turned

into a junk yard where the town had to fund the cleanup. It went under an environmental review and it is a vacant site stripped of all top soil, an already significantly disturbed site.
The second review was at 79 Echo Rd., it is a storage area for flooring materials for a retail store. It sits on 2 acres and is just under 10,000 s.f. She noted they selected interesting colors and it will be reasonably attractive.

**Plan Review-** No Report
**Environmental Oversight Committee-** No Meeting
**Historic District Commission-** No Meeting
**Harbor Management Plan Committee-** No Meeting
Mr. Hansen noted the positions will be advertised for the At-Large members, so anyone can apply, as noted at the recent Select Board meeting.

Ms. Waygan also noted while discussing the Select Board meeting, Brian Howe's presentation is rescheduled to October 3rd for water quality.

Mr. Lehrer stated that is the same day as the proposed virtual workshop. He will reschedule the workshop. He does not anticipate it will be highly attended so he can manage alone. He has not advertised anything yet, but he will check with Ms. Sweet to confirm her availability. In the event she is unavailable he will be able to move forward. He will look at available options but the sooner the better because he wants to get the community engagement completed.

**ADJOURNMENT**
**Ms. Faulkner made a motion to adjourn the meeting of the Planning Board at 8:00p.m. Seconded by Mr. Balzarini. All in favor.**

Respectfully Submitted,

Christine M. MacDonald
Board Secretary

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**LIST OF DOCUMENTS**

*Additional documents may be available in the Planning Department.*

- Town of Falmouth Notices
- Town of Sandwich Notices
- Town of Barnstable Notices
- MGL Ch. 91 Waterways Application Notice – Warren Q. and Kim R. Fields, 25 Taffrail Way
- July 2022 Discharge Monitoring Report for South Cape Village – N= 4.5
- June 2022 Discharge Monitoring Report for South Cape Village – N= 5.3
- May 2022 Discharge Monitoring Report for South Cape Village – N= 9.3

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# Town of Mashpee Planning Board

16 Great Neck Road North
Mashpee, Massachusetts 02649

**Mashpee Planning Board**
**Minutes of Meeting**
**Wednesday, September 29, 2022 at 7:05PM**
**Mashpee Town Hall - Waquoit Meeting Room**
**16 Great Neck Road North**
**Mashpee, Ma 02649**

**Broadcast Live on Local Channel 18**
**Call-in Conference Number: (508)-539-1400 x 8585**
**Streamed Live on the Town of Mashpee website**
**https://www.mashpeema.gov/channel -18**

**Present:** Chair Mary Waygan, Dennis Balzarini, Karen Faulkner

**Also Present:** Evan Lehrer – Town Planner (Via Zoom)

**CALL TO ORDER**
Chairwoman Waygan called the meeting of the Planning Board to order at 7:05P.M. with a quorum. The Pledge of Allegiance was recited.

**NEW BUSINESS**
**Request for release of covenant recorded at the Barnstable County Registry of Deeds at Book 1480 Page 1154 pertaining to property addressed at 52 Oregon Road (Map 22 Parcel 126) in the Santuit Woods Subdivision (originally referred to as Timberlane Shores) plan recorded at the Barnstable Country Registry of Deeds in Tube 160 (property shown as lot 144).**
Mr. Lehrer stated this subdivision, now known as Santuit Woods, was approved by the Planning Board back in 1970. These public ways are now owned by the Town of Mashpee. It is fully built out and there are numerous releases for individual lots throughout the subdivision and this one was never released because it remained vacant. They are approaching a closing next week and want the Board to consider a release of the covenant prior to the closing so they can convey the property. Given this is a completed subdivision there is no utility work or road work that needs to be accomplished to access the property. He would recommend release as requested.

**MOTION:**
**Mr. Balzarini made a motion to approve the release of the covenant. Seconded by Ms. Faulkner. All in favor.**

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As Mr. Lehrer is not in the office, he will have the release document available if they can stop by the Town Clerks office tomorrow for signing. All three signatures will be needed.

Ms. Waygan suggested she have it emailed to her and she will have it notarized and bring it to Town Hall for Mr. Balzarini and Ms. Faulkner to sign on Monday.

**PUBLIC HEARING**

**7:10PM** **To review the following zoning articles proposed for action at the October 17, 2022 Town Meeting**

- **Warrant Article 7:** To ask the Town amend §174-27.2 (A) Stormwater Management of the Mashpee Zoning Bylaw. This Article would mandate that stormwater low impact design strategies be utilized.

- **Warrant Article 8:** To ask the Town amend §174-27.2 (B)(2) of the Mashpee Zoning Bylaw by adding new subsections (d) and (e) after §174-27.2(B)(2)(c) (Stormwater Management). This Article specifies specific low impact design requirements for removal of nitrogen and phosphorus from stormwater at single and two family dwellings.

- **Warrant Article 9:** To ask the Town reformat and amend §174-27.2 (B) (3) of the Mashpee Zoning Bylaw by adding new subsections 'vi' and 'vii' under current §174.27.2 (B) (3) (v) and indenting appropriately (Stormwater Management) This Article specifies specific low impact design requirements for the removal of nitrogen and phosphorus from stormwater at all lots that are not single and two family dwellings. i.e. commercial and industrial buildings and multifamily residential

- **Warrant Article 10:** To see if Town will vote to repeal Article XI: Floodplain Zone Provisions in its entirety and replace with new Article XI: Floodplain Zone Overlay. This will replace current floodplain zone previsions. It is mandatory to remain in the national floodplain insurance program. (The prohibition of the use of fill no longer pertains).

- **Warrant Article 11:** To see if the Town will vote to add the floodplain definitions as a new subsection 174-3.1. It would add definitions that pertain to

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development in the floodplain: development, floodway, functionally dependent use, highest adjacent grade, historic structure, new construction, recreational vehicle, regulatory floodway, special flood hazard area, start of construction, structure, substantial repair of foundation, variance violation, Zone A, Zone AE, Zone AH, Zone AO, Zone X, Zone V, and Zone VE.

Ms. Waygan asked for Public Comment on these proposed changes to the Zoning Bylaw.

**Lynne Barbee** - Ms. Barbee asked which Article pertained to the actual Floodplain bylaw. She was informed it was Article 10. Ms. Barbee then commented after watching what happened in Florida, it is astonishing to her that we might allow people to use fill somewhere on the floodplain.

**Michaela Colombo**- She echoes Ms. Barbee's concerns. She thinks it is inevitable we will get that type of hurricane this way. She was disappointed at the last meeting when it was recommended after all the time, thought, preparation, and document with the video that answered all the questions, she was disappointed fill was removed, its dangerous. Climate change is coming faster than anticipated. She is hoping this will be reconsidered in May.

**MOTION:**
**Mr. Balzarini made a motion to close the Public Hearing. Seconded by Ms. Faulkner. All in favor.**

**MOTION:**
**Mr. Balzarini made a motion to recommend Articles 7, 8, 9, 10, and 11 to Town Meeting for approval. Seconded by Ms. Faulkner. All in favor.**

Ms. Faulkner wanted to be clear, her recommendation does not mean approval. She asked if it was a 2/3 vote at Town Meeting.

Ms. Waygan reiterated if there is no recommendation it will not get to Town Meeting. You can either recommend or not recommend. She stated when these Articles come up she will report to Town Meeting how the Planning Board voted.

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**ADJOURNMENT**
**MOTION:**
**Mr. Balzarini made a motion to adjourn the meeting at 7:23p.m. Seconded by Ms. All in favor.**

Respectfully Submitted,

Christine M. MacDonald
Board Secretary

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# DEFINITIVE SUBDIVISION PLAN

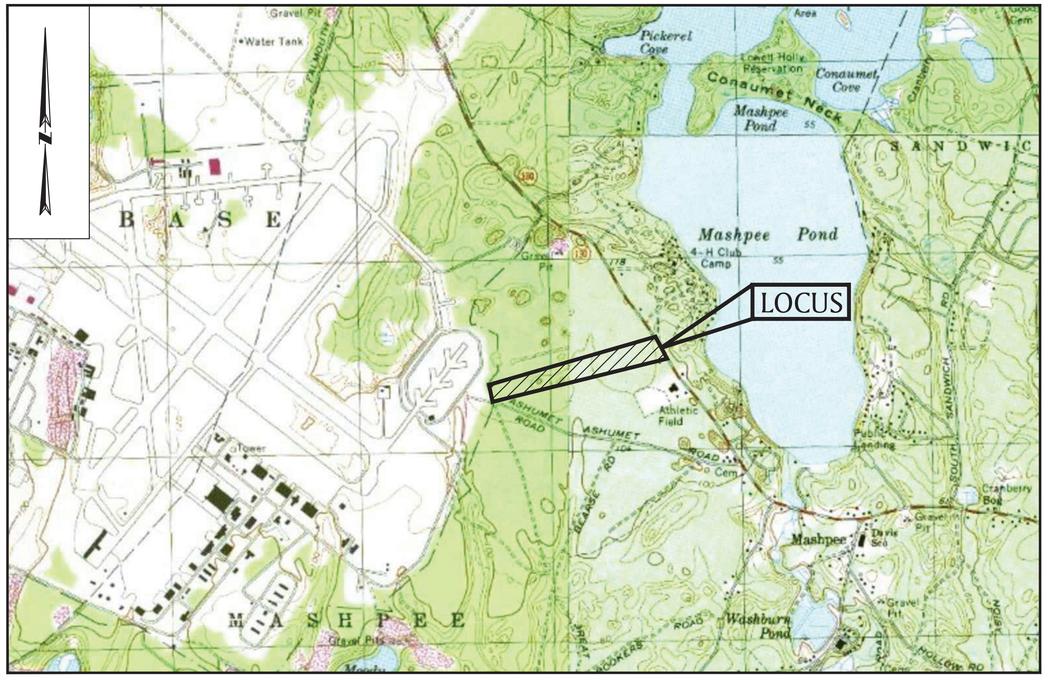
# LEAMAR DRIVE

## 532 MAIN STREET (ROUTE 130)
## MASHPEE, MASSACHUSETTS

## AUGUST 27, 2021

REVISED: APRIL 29, 2022

| ZONING COMPLIANCE TABLE | | | |
|---|---|---|---|
| ZONING DISTRICT: C3, I1, & R5 | | | |
| | C3 | I1 | R5 |
| MINIMUM LOT SIZE | 40,000 S.F. | 40,000± S.F. | 80,000± S.F. |
| MINIMUM LOT FRONTAGE | 200' | 200' | 150' |
| MINIMUM BUILDING FRONT YARD SETBACK | 75' | 75' | 40' |
| MINIMUM BUILDING SIDE YARD SETBACK | 20' | 50' | 15' |
| MINIMUM BUILDING REAR YARD SETBACK | 20' | 30' | 15' |
| LOT COVERAGE | 20% | 25% | 20% |
| MAXIMUM BUILDING HEIGHT (STORIES) | 2-1/2 STORIES | 2 STORIES | 2-1/2 STORIES |
| MAXIMUM BUILDING HEIGHT (FEET) | 35' | 35' | 35' |




## LOCUS MAP

SCALE: 1" = 1,200'

## INDEX OF DRAWINGS


1 TITLE SHEET
2 OVERALL LOT PLAN
3-4 PLAN & PROFILE
5 EROSION & SEDIMENT CONTROL PLAN
6 SIGHT DISTANCE & TURNING PLAN
7-8 DETAIL SHEETS


PREPARED FOR:

MARCELLO MALLEGNI
80 AIRPORT ROAD
HYANNIS, MA 02601

COMMONWEALTH OF MASSACHUSETTS
BRIAN G. YERGATIAN
CIVIL
No. 42206
REGISTERED PROFESSIONAL ENGINEER

4/29/22

ISSUED FOR PERMITTING
NOT FOR CONSTRUCTION

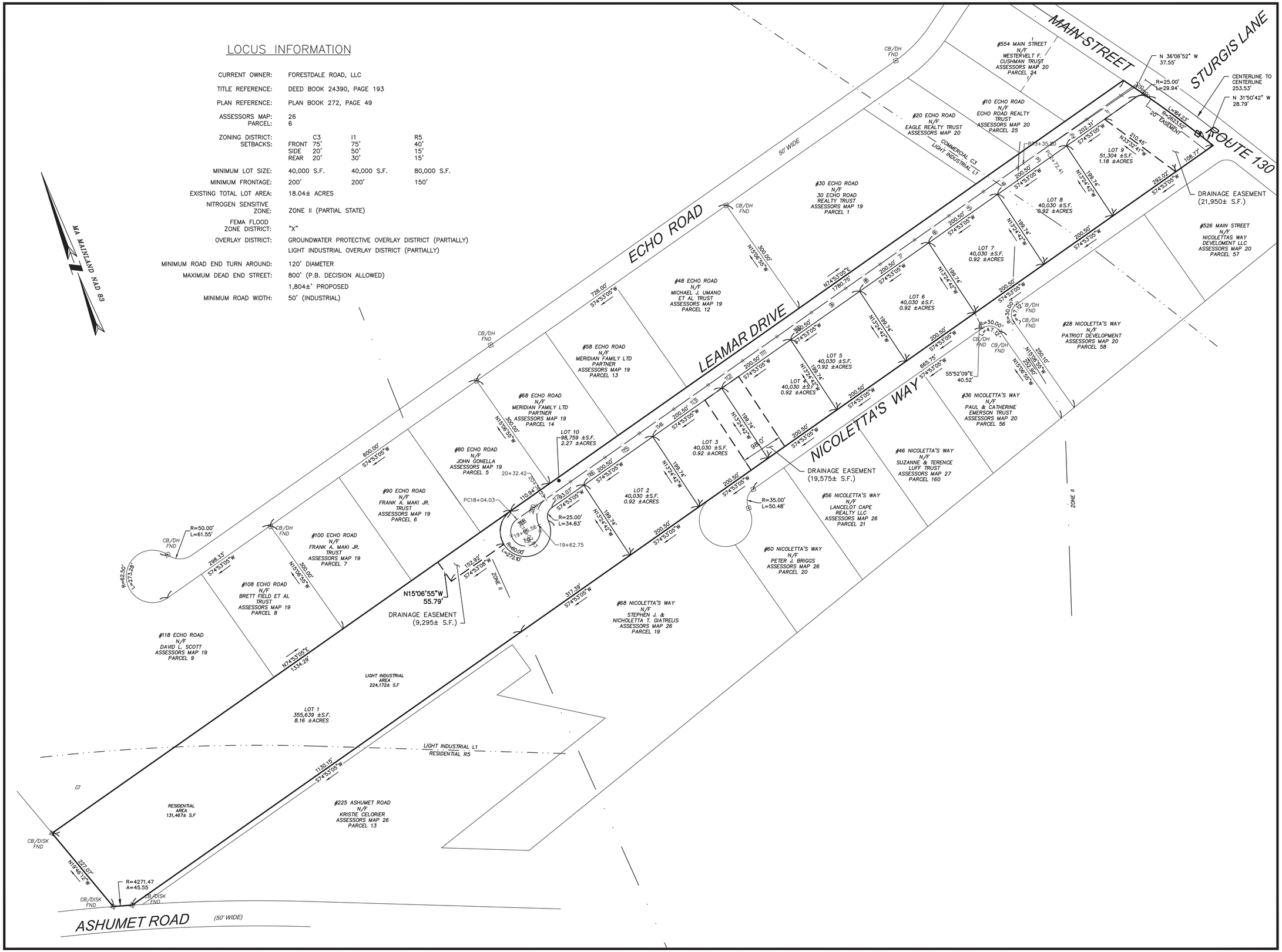
PREPARED BY:


BSC GROUP
349 Main Street - Route 28
W. Yarmouth, Massachusetts
02673


JOB NO: 5-0474.00

## LOCUS INFORMATION

| | | | |
|---|---|---|---|
| CURRENT OWNER: | FORESTDALE ROAD, LLC | | |
| TITLE REFERENCE: | DEED BOOK 24390, PAGE 193 | | |
| PLAN REFERENCE: | PLAN BOOK 272, PAGE 49 | | |
| ASSESSORS MAP: | 26 | | |
| PARCEL: | 6 | | |
| ZONING DISTRICT: | C3 | I1 | R5 |
| SETBACKS: FRONT | 75' | 75' | 40' |
| SIDE | 20' | 50' | 15' |
| REAR | 20' | 30' | 15' |
| MINIMUM LOT SIZE: | 40,000 S.F. | 40,000 S.F. | 80,000 S.F. |
| MINIMUM FRONTAGE: | 200' | 200' | 150' |
| EXISTING TOTAL LOT AREA: | 18.04± ACRES | | |
| NITROGEN SENSITIVE ZONE: | ZONE II (PARTIAL STATE) | | |
| FEMA FLOOD ZONE DISTRICT: | "X" | | |
| OVERLAY DISTRICT: | GROUNDWATER PROTECTIVE OVERLAY DISTRICT (PARTIALLY)<br>LIGHT INDUSTRIAL OVERLAY DISTRICT (PARTIALLY) | | |
| MINIMUM ROAD END TURN AROUND: | 120' DIAMETER | | |
| MAXIMUM DEAD END STREET: | 800' (P.B. DECISION ALLOWED)<br>1,804±' PROPOSED | | |
| MINIMUM ROAD WIDTH: | 50' (INDUSTRIAL) | | |




KIERAN J. HEALY DATE
PROFESSIONAL LAND SURVEYOR

# DEFINITIVE SUBDIVISION PLAN

532 MAIN STREET (ROUTE 130)

IN

MASHPEE
MASSACHUSETTS
(BARNSTABLE COUNTY)

## OVERALL LOT PLAN

AUGUST 27, 2021

REVISIONS:

| NO. | DATE | DESC. |
|---|---|---|
| 1 | 2/11/22 | PER PLANNING BOARD |
| 2 | 4/29/22 | ENGINEERING REVIEW |

PREPARED FOR:
MARCELLO MALLEGNI
80 AIRPORT ROAD
HYANNIS, MA 02601

BSC GROUP
349 Main Street - Route 28
West Yarmouth, Massachusetts
02673
508 778 8919

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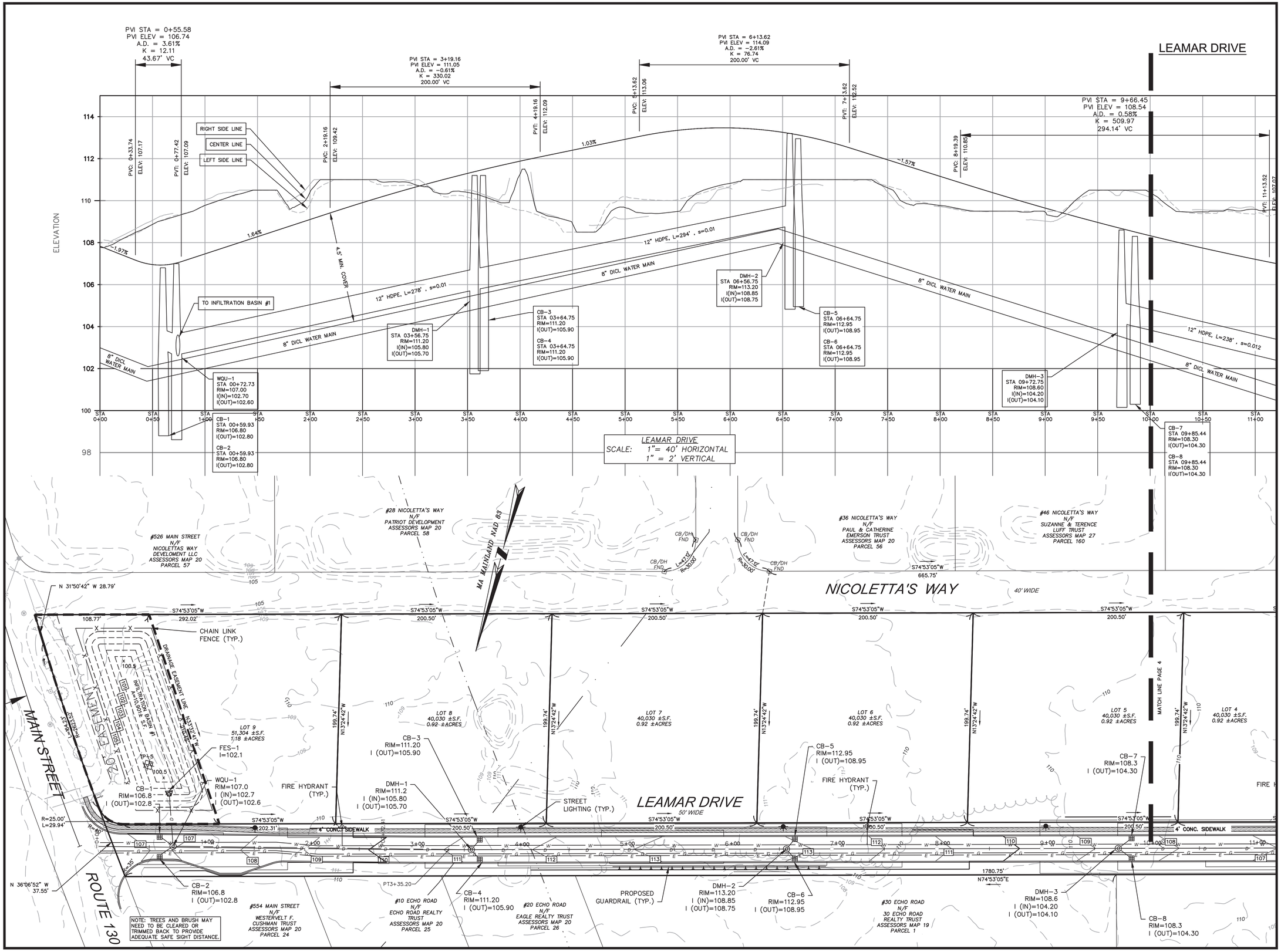
SCALE: 1" = 100'
0 50 100 200 FEET

FILE: Projects-YAR\50474.00\C\D\50474.00-PP.dwg
DWG.:
JOB. NO: 5-0474.00
SHEET 2 OF 8




COMMONWEALTH OF MASSACHUSETTS
BRIAN G. YERGATIAN
CIVIL
No. 46205
REGISTERED PROFESSIONAL ENGINEER

4/29/22

BRIAN G YERGATIAN DATE
PROFESSIONAL ENGINEER

# DEFINITIVE SUBDIVISON PLAN

532 MAIN STREET (ROUTE 130)

IN

MASHPEE
MASSACHUSETTS
(BARNSTABLE COUNTY)

PLAN & PROFILE
LEAMAR DRIVE

AUGUST 27, 2021

REVISIONS:

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PREPARED FOR:
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80 AIRPORT ROAD
HYANNIS, MA 02601

BSC GROUP
349 Main Street - Route 28
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02673
508 778 8919

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SCALE: 1" = 40'
0 20 40 80 FEET

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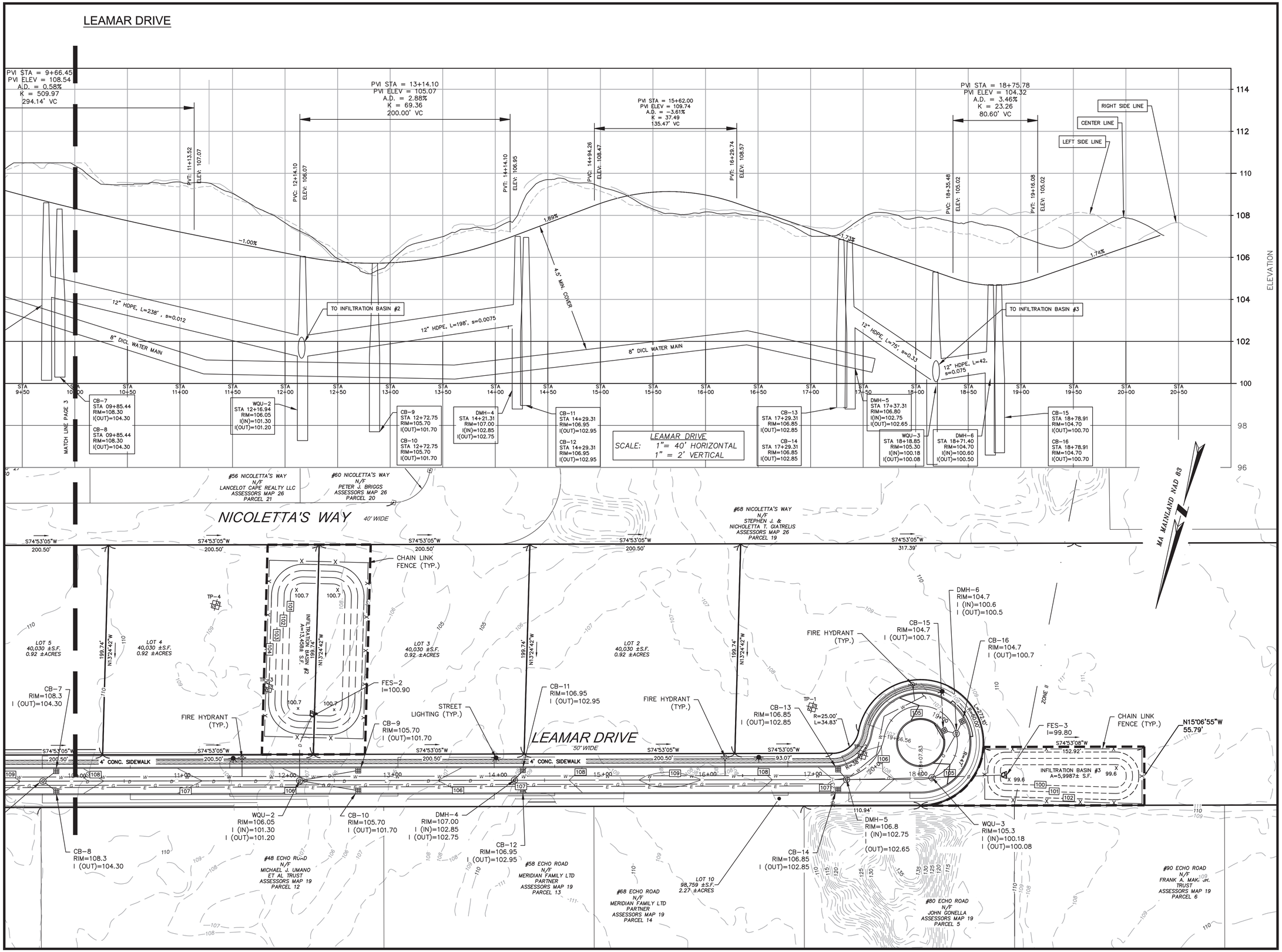
DWG.:
JOB. NO: 5-0474.00
SHEET 3 OF 8




COMMONWEALTH OF MASSACHUSETTS
BRIAN G. YERGATIAN
CIVIL
No. 49205
REGISTERED PROFESSIONAL ENGINEER

4/29/22

BRIAN G. YERGATIAN DATE
PROFESSIONAL ENGINEER

# DEFINITIVE SUBDIVISION PLAN

532 MAIN STREET (ROUTE 130)

IN

MASHPEE
MASSACHUSETTS
(BARNSTABLE COUNTY)

## PLAN & PROFILE LEAMAR DRIVE

AUGUST 27, 2021

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SCALE: 1" = 40'
0 20 40 80 FEET

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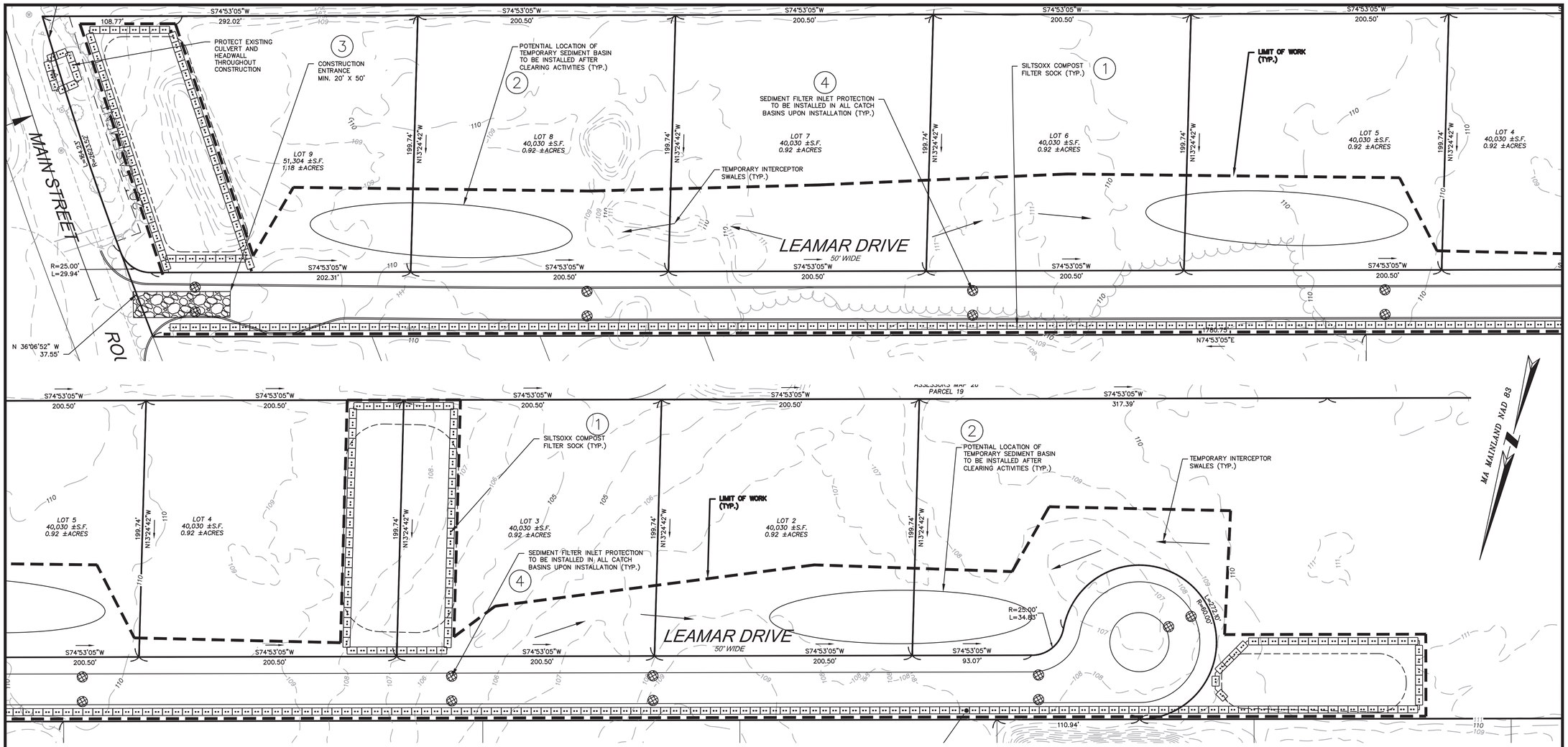
DWG.:
JOB. NO: 5-0474.00
SHEET 4 OF 7







## LEGEND

- SILTSOXX COMPOST FILTER SOCK
- LIMIT OF WORK

## BEST MANAGEMENT PRACTICES (BMPs)

1. SILTSOXX COMPOST FILTER SOCK
2. TEMPORARY SEDIMENT BASIN WITH INTERCEPTOR SWALES
3. CONSTRUCTION ENTRANCE/EXIT
4. SEDIMENT FILTER INLET PROTECTION (CATCH BASINS)

EROSION AND SEDIMENT CONTROL NOTES:

1. PRIOR TO ANY LAND DISTURBANCE ACTIVITIES COMMENCING ON THE SITE, THE DEVELOPER SHALL PHYSICALLY MARK LIMITS OF NO LAND DISTURBANCE ON THE SITE WITH TAPE, SIGNS, OR ORANGE CONSTRUCTION FENCE, SO THAT WORKERS CAN SEE THE AREAS TO BE PROTECTED. THE PHYSICAL MARKERS SHALL REMAIN IN PLACE UNTIL A CERTIFICATE OF COMPLETION HAS BEEN ISSUED.
2. APPROPRIATE EROSION AND SEDIMENT CONTROL MEASURES SHALL BE INSTALLED PRIOR TO SOIL DISTURBANCE. MEASURES SHALL BE TAKEN TO CONTROL EROSION WITHIN THE PROJECT AREA. SEDIMENT IN RUNOFF WATER SHALL BE TRAPPED AND RETAINED WITHIN THE PROJECT AREA. WETLAND AREAS AND SURFACE WATERS SHALL BE PROTECTED FROM SEDIMENT.
3. MINIMIZE TOTAL AREA OF DISTURBANCE AND PROTECT NATURAL FEATURES AND SOIL.
4. THE CONTRACTOR SHALL SEQUENCE ALL ACTIVITIES TO MINIMIZE SIMULTANEOUS AREAS OF DISTURBANCE. MASS CLEARING AND GRADING OF THE ENTIRE SITE SHALL BE AVOIDED.
5. MINIMIZE SOIL EROSION AND CONTROL SEDIMENTATION DURING CONSTRUCTION.
6. DIVERT UNCONTAMINATED WATER AROUND DISTURBED AREAS.
7. INSTALL AND MAINTAIN ALL EROSION AND SEDIMENT CONTROL MEASURES IN ACCORDANCE WITH THE MANUFACTURER'S SPECIFICATIONS AND GOOD ENGINEERING PRACTICES OR IN ACCORDANCE WITH THE 2017 EPA CONSTRUCTION GENERAL PERMIT.
8. PROTECT AND MANAGE ON AND OFF-SITE MATERIAL STORAGE AREAS (OVERBURDEN AND STOCKPILES OF DIRT, BORROW AREAS, OR OTHER AREAS USED SOLELY BY THE PERMITTED PROJECT ARE CONSIDERED A PART OF THE PROJECT).
9. COMPLY WITH APPLICABLE FEDERAL, STATE AND LOCAL LAWS AND REGULATIONS INCLUDING WASTE DISPOSAL, SANITARY OR SEWER REGULATIONS, AND AIR QUALITY REQUIREMENTS, INCLUDING DUST CONTROL.
10. SEDIMENT SHALL BE REMOVED ONCE THE VOLUME REACHES 1/4 TO 1/2 THE HEIGHT OF THE EROSION CONTROL DEVICE. SEDIMENT SHALL BE REMOVED FROM SILT FENCE PRIOR TO REACHING THE LOAD-BEARING CAPACITY OF THE SILT FENCE WHICH MAY BE LOWER THAN 1/4 TO 1/2 THE HEIGHT.
11. SEDIMENT FROM SEDIMENT TRAPS OR SEDIMENTATION PONDS SHALL BE REMOVED WHEN DESIGN CAPACITY HAS BEEN REDUCED BY 50 PERCENT.
12. BMPS TO BE USED FOR INFILTRATION AFTER CONSTRUCTION SHALL NOT BE USED AS BMPS DURING CONSTRUCTION UNLESS OTHERWISE APPROVED IN WRITING BY THE ENGINEER AND THE TOWN OF BOURNE. MANY INFILTRATION TECHNOLOGIES ARE NOT DESIGNED TO HANDLE THE HIGH CONCENTRATIONS OF SEDIMENTS TYPICALLY FOUND IN CONSTRUCTION RUNOFF, AND THUS MUST BE PROTECTED FROM CONSTRUCTION RELATED SEDIMENT LOADINGS.
13. SOIL STOCKPILES MUST BE STABILIZED OR COVERED AT THE END OF EACH WORKDAY. STOCKPILE SIDE SLOPES SHALL NOT BE GREATER THAN 2:1. ALL STOCKPILES SHALL BE SURROUNDED BY SEDIMENT CONTROLS.
14. FOR ACTIVE CONSTRUCTION AREAS SUCH AS BORROW OR STOCKPILE AREAS, ROADWAY IMPROVEMENTS AND AREAS WITHIN 50 FEET OF A BUILDING UNDER CONSTRUCTION, A PERIMETER SEDIMENT CONTROL SYSTEM SHALL BE INSTALLED AND MAINTAINED TO CONTAIN SOIL.
15. A TRACKING PAD OR OTHER APPROVED STABILIZATION METHOD SHALL BE CONSTRUCTED AT ALL ENTRANCE/EXITS POINTS OF THE SITE TO REDUCE THE AMOUNT OF SOIL CARRIED ONTO ROADWAYS AND OFF THE SITE.
16. ON THE CUT SIDE OF ROADS, DITCHES SHALL BE STABILIZED IMMEDIATELY WITH ROCK RIP-RAP OR OTHER NON-ERODIBLE LINERS, OR WHERE APPROPRIATE, VEGETATIVE MEASURES SUCH AS HYDROSEEDING OR JUTE MATTING
17. PERMANENT SEEDING SHALL BE UNDERTAKEN IN THE SPRING FROM MARCH THROUGH MAY, AND IN LATE SUMMER AND EARLY FALL FROM AUGUST TO OCTOBER 15. DURING THE PEAK SUMMER MONTHS AND IN THE FALL AFTER OCTOBER 15, WHEN SEEDING IS FOUND TO BE IMPRACTICAL, APPROPRIATE TEMPORARY STABILIZATION SHALL BE APPLIED. PERMANENT SEEDING MAY BE UNDERTAKEN DURING THE SUMMER IF PLANS PROVIDE FOR ADEQUATE MULCHING AND WATERING.
18. ALL SLOPES STEEPER THAN 3:1 (H:V, 33.3%), AS WELL AS PERIMETER DIKES, SEDIMENT BASINS OR TRAPS, AND EMBANKMENTS MUST, UPON COMPLETION, BE IMMEDIATELY STABILIZED WITH SOD, SEED AND ANCHORED STRAW MULCH, OR OTHER APPROVED STABILIZATION MEASURES. AREAS OUTSIDE OF THE PERIMETER SEDIMENT CONTROL SYSTEM MUST NOT BE DISTURBED.
19. TEMPORARY SEDIMENT TRAPPING DEVICES MUST NOT BE REMOVED UNTIL PERMANENT STABILIZATION IS ESTABLISHED IN ALL CONTRIBUTORY DRAINAGE AREAS.
20. ALL TEMPORARY EROSION AND SEDIMENT CONTROL MEASURES SHALL BE REMOVED AFTER FINAL SITE STABILIZATION DISTURBED SOIL AREAS RESULTING FROM THE REMOVAL OF TEMPORARY MEASURES SHALL BE PERMANENTLY STABILIZED WITHIN 30 DAYS OF REMOVAL.
21. PROPERLY MANAGE ON-SITE CONSTRUCTION AND WASTE MATERIALS.
22. PREVENT OFF-SITE VEHICLE TRACKING OF SEDIMENTS,
23. DUST SHALL BE CONTROLLED AT THE SITE.
24. ALL PREVIOUSLY DISTURBED LAND SHALL BE STABILIZED BY APPROVED METHODS AFTER 14 DAYS IF LEFT UNDISTURBED, THIS INCLUDES STOCKPILES, CONSTRUCTION ENTRANCES, GRADED AREAS AND OTHER CONSTRUCTION ACTIVITY RELATED CLEARING,
25. IF WORK IS HALTED OVER WINTER MONTHS THE CONTRACTOR SHALL BE RESPONSIBLE FOR STABILIZING THE AREA THROUGH GROUND COVER PRACTICES.

COMMONWEALTH OF MASSACHUSETTS
BRIAN G. YERGATIAN
CIVIL
No. 46206
REGISTERED PROFESSIONAL ENGINEER

4/29/22

BRIAN G YERGATIAN DATE
PROFESSIONAL ENGINEER

# DEFINITIVE SUBDIVISON PLAN

532 MAIN STREET (ROUTE 130)

IN

MASHPEE
MASSACHUSETTS
(BARNSTABLE COUNTY)

## EROSION & SEDIMENT CONTROL PLAN

AUGUST 27, 2021

REVISIONS:

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PREPARED FOR:
MARCELLO MALLEGNI
80 AIRPORT ROAD
HYANNIS, MA 02601

BSC GROUP
349 Main Street - Route 28
West Yarmouth, Massachusetts
02673
508 778 8919

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SCALE: 1" = 40'
0 20 40 80 FEET

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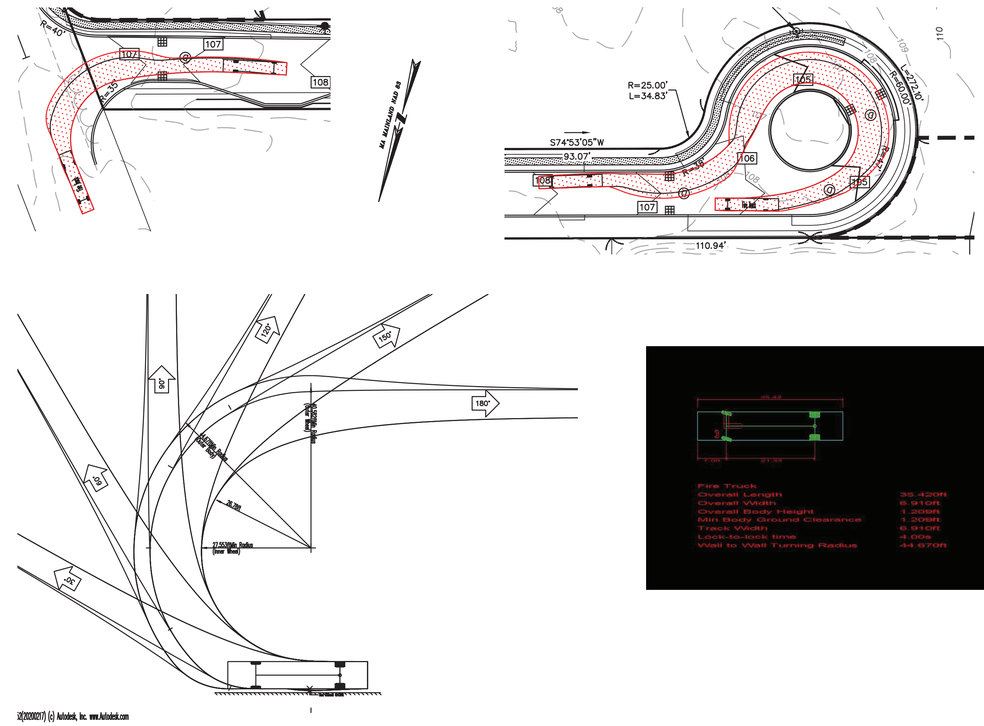
DWG.:
JOB. NO: 5-0474.00
SHEET 5 OF 8

FIRE TRUCK TURNING PLAN

SCALE: 1" = 40'

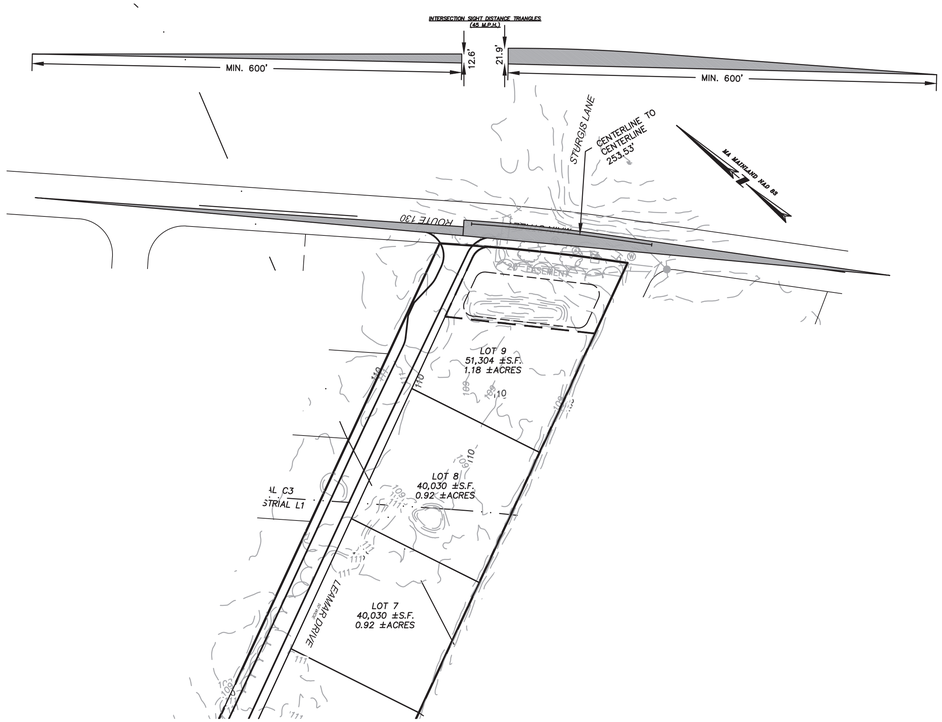
0 20 40 80 FEET




SIGHT DISTANCE PLAN

SCALE: 1" = 100'

0 50 100 200 FEET




ISSUED FOR PERMITTING
NOT FOR CONSTRUCTION

COMMONWEALTH OF MASSACHUSETTS
BRIAN G. YERGATIAN
CIVIL
No. 46205
REGISTERED PROFESSIONAL ENGINEER

4/29/22

BRIAN G. YERGATIAN DATE
PROFESSIONAL ENGINEER

# DEFINITIVE SUBDIVISION PLAN

532 MAIN STREET (ROUTE 130)

IN

MASHPEE
MASSACHUSETTS
(BARNSTABLE COUNTY)

SIGHT DISTANCE & TURNING PLAN

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80 AIRPORT ROAD
HYANNIS, MA 02601

BSC GROUP
349 Main Street - Route 28
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02673
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SCALE: AS NOTED

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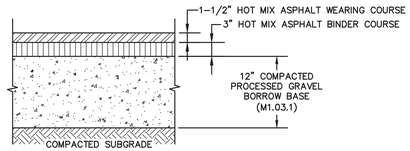
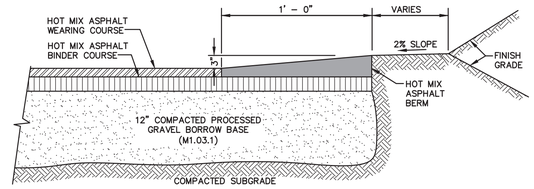
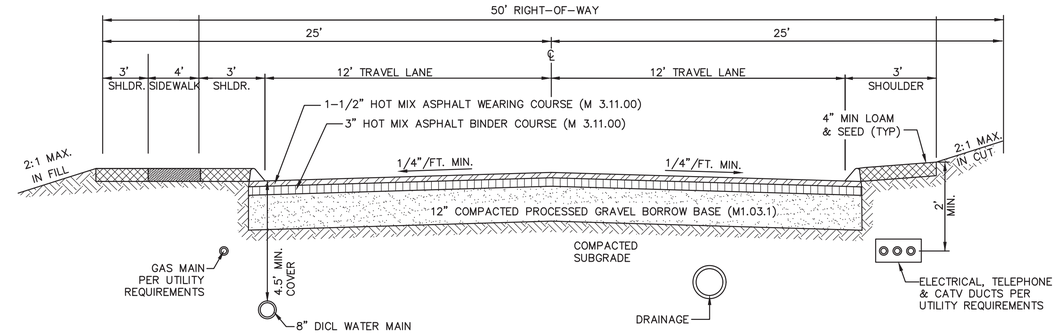
SHEET 6 OF 8




HEAVY DUTY FLEXIBLE PAVEMENT



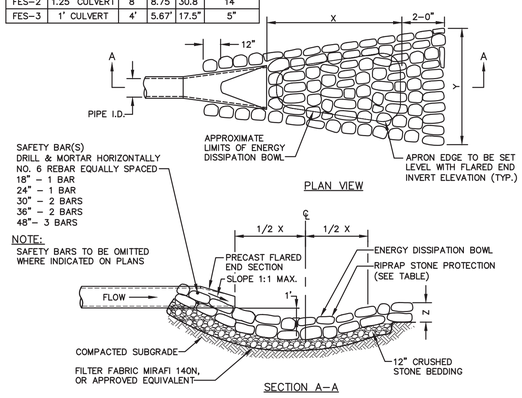

NOTE:
PAVEMENT SECTIONS ARE SUBJECT TO CHANGE AND WILL BE BASED ON THE RESULTS OF GEOTECHNICAL INVESTIGATIONS

## HOT MIX ASPHALT PAVEMENT SECTIONS
SCALE: NONE

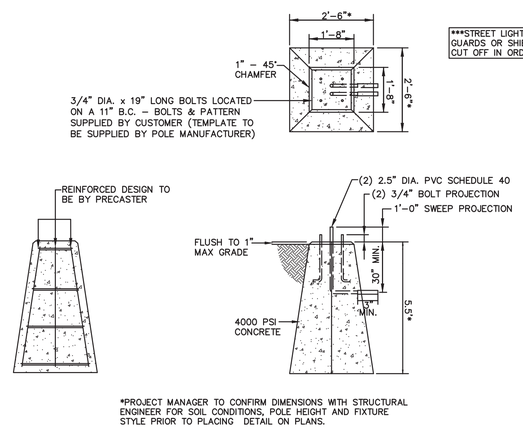
## MODIFIED CAPE COD BERM
SCALE: NONE

## TYPICAL ROADWAY PAVEMENT SECTION
SCALE: NONE

| OUTLET NO. | | X | Y | Z | STONE DIA. (D50) |
|---|---|---|---|---|---|
| FES-1 | 1' CULVERT | 5' | 6.33' | 20" | 10" |
| FES-2 | 1.25' CULVERT | 8' | 8.75' | 30.8" | 14" |
| FES-3 | 1' CULVERT | 4' | 5.67' | 17.5" | 5" |



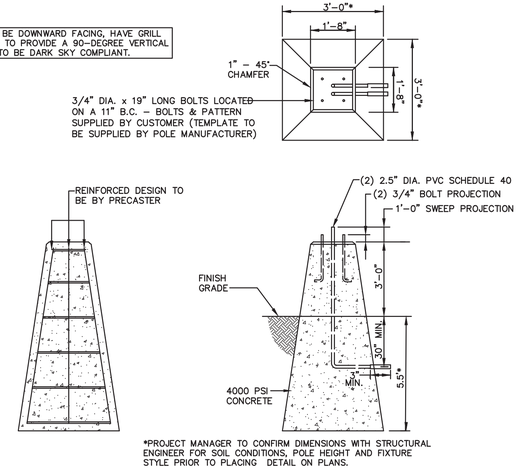

## FLARED END SECTION W/ STONE PROTECTION (DISSIPATION BOWL)
SCALE: NONE



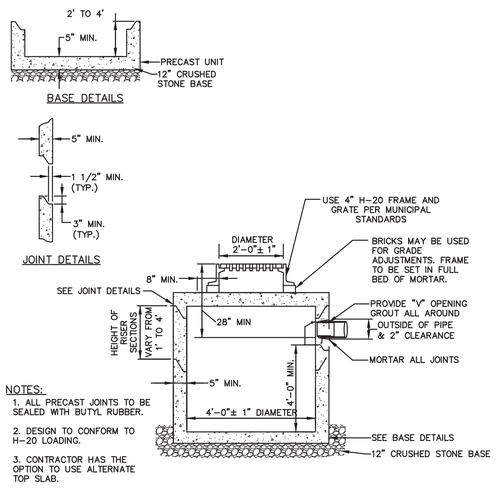

FOR USE IN LAWN AREAS

## PRECAST LIGHT POLE BASE – FLUSH SURFACE
SCALE: NONE

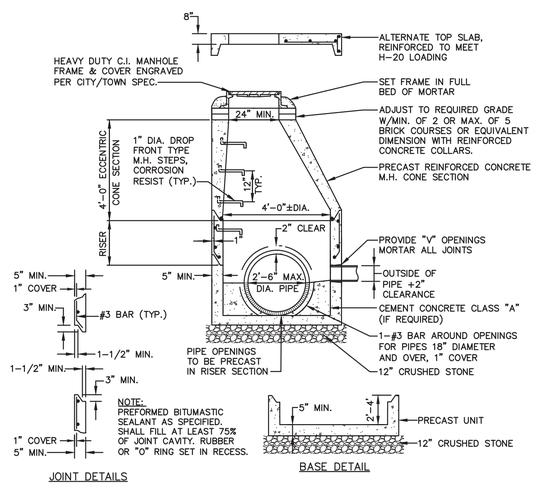
***STREET LIGHT TO BE DOWNWARD FACING, HAVE GRILL GUARDS OR SHIELDS TO PROVIDE A 90-DEGREE VERTICAL CUT OFF IN ORDER TO BE DARK SKY COMPLIANT.



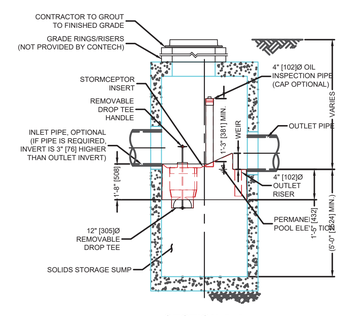

FOR USE IN PAVED AREAS




## PRECAST CONCRETE CATCH BASIN
SCALE: NONE




## PRECAST CONCRETE DMH
SCALE: NONE




**SECTION A-A**

GENERAL NOTES
1. CONTECH TO PROVIDE ALL MATERIALS UNLESS NOTED OTHERWISE.
2. FOR SITE SPECIFIC DRAWINGS WITH DETAILED STRUCTURE DIMENSIONS AND WEIGHT, PLEASE CONTACT YOUR CONTECH ENGINEERED SOLUTIONS LLC REPRESENTATIVE. www.ContechES.com
3. STORMCEPTOR WATER QUALITY STRUCTURE SHALL BE IN ACCORDANCE WITH ALL DESIGN DATA AND INFORMATION CONTAINED IN THIS DRAWING. CONTRACTOR TO CONFIRM STRUCTURE MEETS REQUIREMENTS OF PROJECT.
4. STORMCEPTOR STRUCTURE SHALL MEET AASHTO HS20 LOAD RATING, ASSUMING EARTH COVER OF 0' - 2' [610], AND GROUNDWATER ELEVATION AT, OR BELOW, THE OUTLET PIPE INVERT ELEVATION. ENGINEER OF RECORD TO CONFIRM ACTUAL GROUNDWATER ELEVATION. CASTINGS SHALL MEET AASHTO M306 AND BE CAST WITH THE CONTECH LOGO.
5. STORMCEPTOR STRUCTURE SHALL BE PRECAST CONCRETE CONFORMING TO ASTM C478 AND AASHTO LOAD FACTOR DESIGN METHOD.
6. ALTERNATE UNITS ARE SHOWN IN MILLIMETERS [mm].

## STORMCEPTOR SC450i
SCALE: NONE

COMMONWEALTH OF MASSACHUSETTS
BRIAN G. YERGATIAN
CIVIL
No. 46205
REGISTERED PROFESSIONAL ENGINEER

4/29/22

BRIAN G. YERGATIAN
PROFESSIONAL ENGINEER
DATE

# DEFINITIVE SUBDIVISION PLAN

532 MAIN STREET (ROUTE 130)

IN

MASHPEE
MASSACHUSETTS
(BARNSTABLE COUNTY)

DETAIL SHEET I

AUGUST 27, 2021

REVISIONS:

| NO. | DATE | DESC. |
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HYANNIS, MA 02601

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SCALE: NOT TO SCALE

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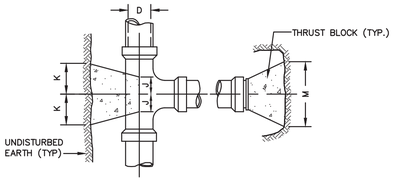
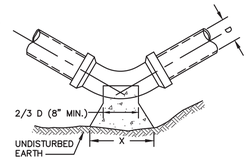
DWG.:
JOB. NO: 5–0474.00
SHEET 7 OF 8




PLAN – TEE AND PLUG



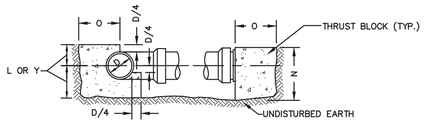

PLAN – HORIZ. AND VERT. BEND

| SIZE OF BRANCH | J | K | L | M | N | O |
|---|---|---|---|---|---|---|
| 4" THRU 8" | 10" | 10" | 1'–0" | 2'–0" | 1'–6" | 10" |
| 10" THRU 16" | 1'–0" | 1'–6" | 1'–8" | 3'–10" | 2'–10" | 1'–6" |
| 24" | 1'–4" | 2'–0" | 2'–6" | 5'–0" | 3'–6" | 1'–8" |

TEES AND PLUGS

| | 90 & 45 BENDS | | 22 1/2 & 11 1/4 | | |
|---|---|---|---|---|---|
| D | 4"TO8" | 10"TO16" | 24" | 4"TO 8" | 10"TO16" | 24" |
| X | 1'–8" | 3'–4" | 3'–6" | 1'–4" | 2'–0" | 3'–6" |
| Y | 1'–2" | 1'–8" | 2'–4" | 1'–0" | 1'–2" | 2'–4" |

BENDS



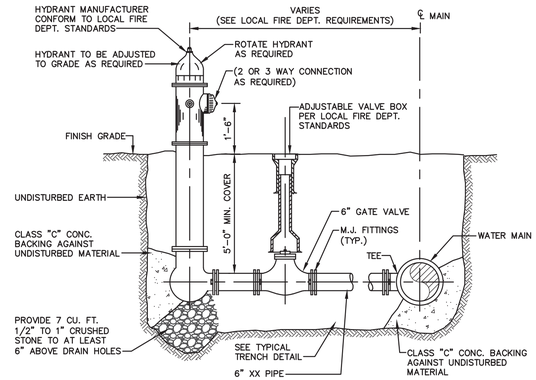

TYPICAL SECTION
TEES, BENDS AND PLUGS

NOTES:

1. PROVIDE 3000 psi CONCRETE THRUST BLOCKS AT ALL BENDS, DEAD ENDS, & TEES UNLESS OTHERWISE DIRECTED. CONCRETE FOR ALL THRUST BLOCKS TO BE PLACED AGAINST FIRM, UNDISTURBED SOIL. PROVIDE APPROVED ANCHOR HARNESS RODS & SOCKET CLAMPS AS SPECIFIED & IN ACCORDANCE WITH PIPE MANUFACTURERS RECOMMENDATIONS WHERE SOIL HAS BEEN DISTURBED OR THRUST BLOCKS CANNOT BE USED, AS DIRECTED BY THE ENGINEER.
2. ALL SOCKET CLAMP METAL SHALL BE COATED WITH BLACK ASPHALTUM OR OTHER WATER DEPARTMENT APPROVED COATINGS.
3. CONCRETE THRUST BLOCKS POURED BEHIND 3–WAY TEE & HYDRANT SHOE TO BE USED WITH SOCKET CLAMPS.
4. NO CONCRETE SHALL COVER PIPE JOINTS, FITTING JOINTS, BOLTS OR HYDRANT DRAINS.

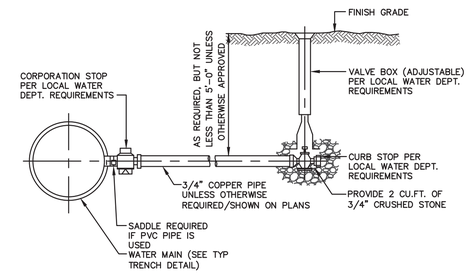
## CONCRETE THRUST BLOCK FOR PRESSURE PIPE

SCALE: NONE



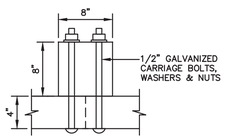

## FIRE HYDRANT & VALVE

SCALE: NONE

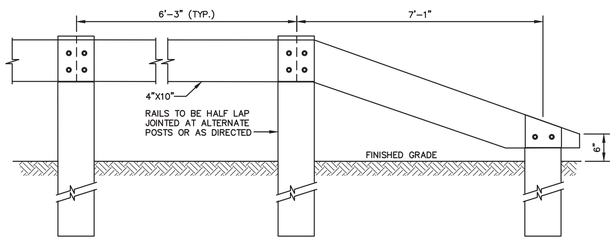



## WATER SERVICE CONNECTION

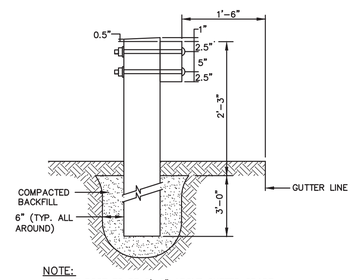
SCALE: NONE




JOINT – PLAN




ELEVATION – END TREATMENT




NOTE:
TOP OF POST TO BE 2'–6" ABOVE GUTTER GRADE.

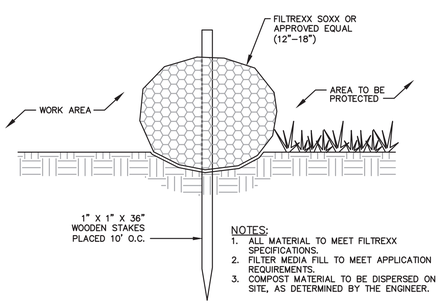
SECTION

CONSTRUCTION NOTES:

1. WOOD RAILS AND POSTS TO BE SOUTHERN YELLOW PINE STRUCTURAL GRADE OR BETTER.
2. TIMBER PRESERVATIVES SHALL CONFORM TO THE REQUIREMENTS OF AASHTO 14–133 AND THE AMERICAN WOOD PRESERVERS ASSOCIATION STANDARDS C1, C2, AND C3. ANY CUTS MADE IN THE FIELD SHALL BE PAINTED WITH TWO BRUSH COATS OF TIMBER PRESERVATIVE.

## SINGLE FACE WOOD GUARD RAIL

SCALE: NONE

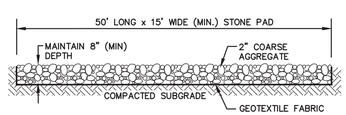



NOTES:

1. ALL MATERIAL TO MEET FILTREXX SPECIFICATIONS.
2. FILTER MEDIA FILL TO MEET APPLICATION REQUIREMENTS.
3. COMPOST MATERIAL TO BE DISPERSED ON SITE, AS DETERMINED BY THE ENGINEER.

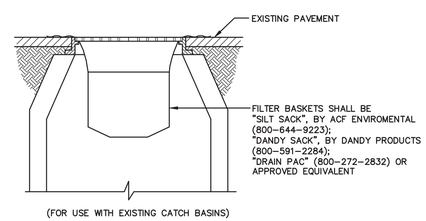
## SILTSOXX COMPOST FILTER SOCK

SCALE: NONE




## TEMPORARY CONSTRUCTION ENTRANCE

SCALE: NONE




NOTE:
FILTER BASKETS TO BE PLACED IN ALL CATCH BASINS IN THE VICINITY OF NEW CONSTRUCTION. CATCH BASINS ARE TO BE PROTECTED AS SHOWN, WITH MINIMUM WEEKLY MAINTENANCE, OR AS REQUIRED AND REPLACED IF NECESSARY.

## SEDIMENT FILTER INLET PROTECTION

SCALE: NONE

COMMONWEALTH OF MASSACHUSETTS
BRIAN G. YERGATIAN
CIVIL
No. 48206
REGISTERED PROFESSIONAL ENGINEER

4/29/22

BRIAN G. YERGATIAN — DATE
PROFESSIONAL ENGINEER

# DEFINITIVE SUBDIVISION PLAN

532 MAIN STREET (ROUTE 130)

IN

MASHPEE
MASSACHUSETTS
(BARNSTABLE COUNTY)

DETAIL SHEET II

AUGUST 27, 2021

REVISIONS:

| NO. | DATE | DESC. |
|---|---|---|
| 1 | 2/11/22 | PER PLANNING BOARD |
| 2 | 4/29/22 | ENGINEERING REVIEW |

PREPARED FOR:
MARCELLO MALLEGNI
80 AIRPORT ROAD
HYANNIS, MA 02601

BSC GROUP
349 Main Street - Route 28
West Yarmouth, Massachusetts
02673
508 778 8919

© 2022 The BSC Group, Inc.

SCALE: NOT TO SCALE

FILE: Projects–YAR\50474.00\C\D\50474.00–PP.dwg

DWG.:
JOB. NO: 5–0474.00

**PESCE ENGINEERING & ASSOCIATES, INC.**
**43 Porter Lane**
**West Dennis, MA 02670**
Phone: 508-333-7630
epesce@comcast.net

March 28, 2022

Mashpee Planning Board
Attn: Mr. Evan Lehrer, Town Planner
Mashpee Town Hall
16 Great Neck Road North
Mashpee, MA 02649

RE: Engineering Review of the **Proposed Definitive Subdivision (Leamar Drive)**
Located at 532 Main Street (Rt. 130), Mashpee, MA

Dear Mr. Lehrer & Members of the Planning Board:

Pesce Engineering & Associates, Inc. is pleased to provide you this engineering review of the subject definitive subdivision to be located at 532 Main Street (Rt. 130), Mashpee, MA. We have evaluated the plans for consistency with the Town's Zoning Bylaw, the Subdivision Rules & Regulations (SR&R), and conformance with the Massachusetts Stormwater Management Regulations.

In addition to a site visit on March 15th, we have reviewed the following information to prepare this letter report:

- Site Development Plans entitled "Definitive Subdivision Plan Leamar Drive, 532 Main Street (Route 130), Mashpee, Massachusetts," prepared by the BSC Group, 8 Sheets, dated August 27, 2021, and revised February 11, 2022.

- Stormwater Report for Definitive Subdivision, 532 Main Street Route 130), Mashpee, MA 02571, prepared by the BSC Group, dated February 2022.

This project calls for the proposed construction of a new 9-lot subdivision with a subdivision road consisting of a 50' wide right of way, a 24' wide travel lane (paved), and approximately 2,035 ft. in length, including the cul-de-sac. The existing parcel is an 18.04 (+/-) acre generally rectangular strip of land between Echo Road and Nicoletta's Way, located mostly in the Commercial-3 (C3) and Light Industrial (LI) Zoning Districts, with a small portion of Lot 1 on the west side of the site located in the Residental-5 (R5) Zoning District. Note that Lot 1 is a larger lot than the other 8 lots, comprising 8.16 acres.

This parcel is also partially located within a DEP-designated Zone II of a public drinking water supply well. Additionally, it is located within the Ground Water Protection Overlay District (partially), and the Light Industrial Overlay District (partially). The project site is entirely upland area, and is not located within the 100-yr. floodplain. The proposed lots will be serviced by the municipal water system and on-site Title 5 septic systems.

The following are our review comments:

**Site Plan, Layout & Utilities**

We have the following site plan, layout and utilities comments:

1. We recommend that the Mashpee Fire Dept. review these plans (and provide comments to the Pl. Bd. if they haven't already) regarding the adequacy of emergency vehicle access, and the proposed number of fire hydrants and their locations.

2. From our site visit we noted that trees and brush on the north side of the intersection of the subdivision road with Main Street will need be cleared and trimmed back, in order to provide adequate safe sight distance. We recommend that a note regarding this be added to the plans.

3. We have the following water system design comments:

    a. We recommend that the water line be added to the roadway profiles.

    b. On the plans, the water line appears to terminate near DMH-5 before the cul-de-sac. We recommend that this design be revised to show the water main continuing through to the west side of the cul-de-sac (to service this large lot), and possibly ending with another fire hydrant to allow for periodic flushing.

    c. We recommend that the applicant's engineer discuss with the Mashpee Water District the possibility of connecting to the water main on either Echo Road or Nicoletta's Way. We note that hydrant at the end of Nicoletta's Way is located near the lot line between Lots 2 & 3 at the south end of these lots.

    This will allow the water main to be "looped" to provide at least 2 benefits: 1) Improved water quality by looping/connecting the water mains, and 2) Providing an alternate water source for the subdivision in the event of a water main break or other problem.

4. We recommend the construction details shown on sheet 7 of 8 for the "Typical Roadway Pavement Section", "Modified Cape Cod Berm", and "Hot Mix Asphalt Pavement Sections" show the required design thickness of the compacted gravel borrow base.

5. We recommend that a detail for the proposed street light and lamp post be added to the plans. This street light should be downward facing, and have grill guards or shields to provide a 90-degree vertical cut off in order to be "Dark Sky" compliant.

**Stormwater Management**

This project proposes to mitigate post-development runoff via the use of a new stormwater management system. The runoff from the subdivision road will be collected into several pairs of deep-sump catch basins (with outlet hoods), piped to drain manholes, which discharge to Stormceptor® treatment units to remove additional Total Suspended Solids (TSS) required in a Zone II (Mass. Stormwater Handbook, Standard #6, treatment before infiltration for stormwater discharges within a Zone II), which is then piped to 3 stormwater infiltration basins. These infiltration basins have been sized to accommodate the road runoff from the 100-yr. storm event.

We have the following stormwater management comments:

1. We recommend that the applicant's engineer consider using the design rainfall data based on the NOAA Atlas 14, Volume 10, Version 3 precipitation data. This database is now widely used by many municipalities, as this database reflects precipitation estimates that reflect the latest climate change statistics (for example the 24-hr., 100-yr. storm event for Mashpee, MA is 7.51 inches vs. the 7.10 inches used in the design).

2. The proposed contours for the infiltration basins on the plans need to be labeled for clarity during construction.

3. There is an existing culvert and concrete headwall for a drainage pipe crossing Rt. 130 at the northern end of the site. We recommend that the Erosion & Sediment Control Plan (sheet 5 of 8) show appropriate erosion controls at this inlet for the construction period.

4. We have the following comments regarding the Long-Term Pollution Prevention & Operation and Maintenance Plan (Section 5.0):

    a. Add page numbers for ease in referencing in the future.

    b. The "Maintenance Responsibility" section mentions the "Applicant." We recommend that this be changed to "Owner/Applicant/Homeowners Association" in case there is a transfer of ownership in the future, or if a homeowner's association is created.

    c. Add a line for a <u>name, date, and signature</u> by the Owner/Applicant/Homeowners Association. This will ensure that the owner/applicant/HOA is aware of and understands the recommended maintenance and inspections that will be required in the future.

    d. The list of emergency contacts is currently blank. We recommend that this list be populated, and a revised Long-Term Pollution Prevention & Operation and Maintenance Plan be provided to the Board prior to the start of construction (at the Board's discretion, this may be added as a Condition in the Decision).

Thank you for this opportunity to assist the Planning Board in their review of this project, and as always, please call or e-mail me if you have any questions or comments.

Sincerely,

PESCE ENGINEERING & ASSOCIATES, INC.

Edward L. Pesce., P.E., LEED ® AP
Principal

cc: Kieran J. Healy, PLS, CFM, BSC Group

Town of Mashpee

Planning Board

16 Great Neck Road North
Mashpee, Massachusetts 02649

# FORM C

## APPLICATION FOR APPROVAL OF DEFINITIVE PLAN

Date February 17, 2022

To the Planning Board: The undersigned herewith submits the accompanying Definitive Plan of property located in Mashpee, Massachusetts, for approval as a subdivision as allowed under the requirements of the Subdivision Control Law and the Rules and Regulations Governing the Subdivision of Land of the Planning Board in the Town of Mashpee.

Name of Subdivider Marcello Mallegni Phone 508-735-8079

Address 80 Airport Road, Hyannis , MA

Owner, if different Forestdale Road, LLC, c/o Marcello Mallegni Phone same

Address same

*Attach copies of (a) most recent recorded deed and (b) tax bill or Assessors' certification.*

Engineer or Surveyor BSC Group, Inc. / Kieran J. Healy, PLS Phone 774-487-0298

Address 349 Route 28, Unit D, W. Yarmouth, MA 02673

Deed of property recorded in Barnstable County Registry Book 24390 Page 49

or Land Court Certificate of Title No. _____

Location and description of property

Mashpee Assessors Map(s) and Block(s) Map 26, Block 6

Signature of Owner or Authorized Representative _____

*Attach written authorization signed by owner.*

*A list of names and addresses of the abutters of this subdivision, as appearing on the most recent tax list, is attached.*

MASHPEE TOWN CLERK
FEB 22 2022

RECEIVED BY: _____

Town of Mashpee

88 Great Neck Road North
Mashpee, Massachusetts 02649

# MASHPEE PLANNING BOARD

## NOTICE OF DECISION

You are hereby notified that the Mashpee Planning Board has filed its decision with the Town Clerk, at the Town Hall, Mashpee, on the petition of _____ for approval of a definitive subdivision plan.

The petition has been granted with conditions as follows:

_____

_____

_____

_____

Plans may be viewed at the office of the Town Clerk. Within 20 days from the date hereon, an appeal may be taken from this decision in Superior Court.

_____

Town Clerk, Date

# Town of Mashpee

16 Great Neck Road, North
Mashpee, Massachusetts 02649

## DEFINITIVE PLAN CHECKLIST

Applicant: Marcello Mallegni, Forestdale Road, LLC

Subdivision Name: Leamar Drive

Location: 532 Main street - Route 130, Mashpee

Date: February 17, 2022

x Application Form C (in triplicate).
x Submission of Required Planning Board Fees (see fee schedule):
  Filing fee: $20 per lot, minimum $200
  Review fee: $300 + 15 per lot
  Inspection fee: $250 + $.50 / linear feet of roadway
  Re-Inspection fee: $100 per inspection
x Copies of a) most recent recorded deed and b) tax bill or Assessor's certification.
___ Submission of Covenant form/documentation.
___ Form N: Notice of Filing of Plan to Town Clerk.
x Original drawing of Definitive Plan plus 6 copies, dark line on white background with perimeter dimensions of 24"x36."
x Road profiles (3 copies drawn on plan/profile paper with perimeter dimensions of 24"x36").
x Water Quality Report (3 copies) for subdivisions of 6 lots or more.
___ List of all abutters within 300 feet from Mashpee Assessors, including 2 sets of mailing labels (check the abutters list to ensure all correctly identified parcels have been selected).
___ Written proof of submittal to Board of Health.
x Minimum frontage.
x Minimum lot area.
x Name of owner, applicant (if different from owner), and engineer or surveyor.
Kieran J. Healy 15 Feb Signature and seal of Registered Civil Engineer or Registered Land Surveyor.
x North point, date, scale, legend.
x Zoning district(s) in which the subject property lies.
x Assessors reference, Map and Block numbers.
x Names and addresses of all abutters as determined from the most recent tax list.
x Existing and proposed lines of streets, ways, lots, easements, and public or common areas within the subdivision. (Lines must be indicated by bearings referred to the Massachusetts Coordinate System where control points on that system are available within 1000 feet of locus.)
x Proposed names of new streets, names of existing streets labeled public or private.
x Lot numbers, dimensions, and area, (registered land must use a numbering system approved by the Land Court).
___ Proposed street (postal) numbers for each lot in accordance with the street number plans of the Town of Mashpee.
x Length and direction of streets, the length and radii, tangents, and angles of all curves, together with the width of streets and ways.
x Location of all permanent monuments properly identified as to whether existing or proposed.

X Proposed layout of storm drainage, water supply, and sewer systems, their appurtenances and all easements thereto.

X Location of all swamp, marsh, low land and other low lying areas, and where the subdivision is adjacent to or affected by tidewater, it shall show 2 foot contours with mean high water in such area.

X Title block in the lower right-hand corner of the drawing with subdivision name and title "Definitive Subdivision Plan."

X ¾ inch border.

x 3 ½ inch square reserved for use by the Registry of Deeds.

____ Area reserved for Planning Board's endorsement of approval under the subdivision control law.

X Certification by plan preparer that the rules and regulations of the Registers of Deeds have been conformed to in preparing the plan.

____ If applicable, lettering in a location adjacent to the Board's approval as follows:

"This plan subject to covenant dated _____ and attached hereto."

X Certification block for Mashpee Town Clerk for twenty day appeal period following plan approval.

n/a If the plan is submitted under the cluster development exception of the Mashpee Zoning Bylaws, the formula for determining the total number of lots allowed must be shown as follows:

| | | |
|---|---|---|
| Total Area: | | 18.04 acres |
| *Less*: | Water bodies and wetlands as defined under MGL C. 131, Section 40 | 0 |
| | Area of existing and proposed Streets, roadway rights-of-way or easements of 20 feet or more in width | |
| | Overhead utility rights-of-way or easements 20 feet or more in width | |
| | Total area excluded: | |
| Allowable Area: | | |
| Lot Area Required: | | |
| Number of Lots Permissible: | | |

____ Locus map at a scale of 1 inch = 2000 feet.

____ Existing and proposed contours at 2 foot intervals.

____ Digital submission of plans on diskette(s) or CD.

**COMMENTS**

Town of Mashpee

Planning Board

16 Great Neck Road North
Mashpee, Massachusetts 02649

# FORM N

## NOTICE OF APPLICATION FILING WITH THE MASHPEE PLANNING BOARD

To the Mashpee Town Clerk:

This is to notify you that on February 18, 2022 an application for

____ endorsement of a plan believed not to require approval

____ approval of preliminary plan

X ____ approval of definitive plan

was submitted to the Mashpee Planning Board at its public meeting by

Marcello Mallegni, Forestdale Raod, LLC, 80 Airport Road, Hyannis, MA.

Applicant name — Applicant address

The land to which the application relates appears on the current Mashpee Assessors Maps as Map 26, Parcel 6

and is generally described as located

532 Main Street-Route 130, Mashpee, MA

This notice must be submitted to the Town Clerk by delivery or by registered or certified mail, postage prepaid, along with a copy of the application and submitted plans.

Received by Planning Board on _____, 20____.

_____

for Mashpee Planning Board

Town of Mashpee

Planning Board

16 Great Neck Road North
Mashpee, Massachusetts 02649

# FORM D
## COVENANT

The undersigned _____ of _____ County, Massachusetts, hereinafter called the "Covenantor," having submitted to the Mashpee Planning Board a definitive plan of a subdivision, entitled _____ dated _____ made by _____, does hereby covenant and agree with said Planning Board and the successors in office of said Board, pursuant to G.L. (Ter. Ed.) C. 41, Sec. 81U, as amended, that:

1. The covenantor is the owner of record of the premises shown on said plan;

2. This covenant shall run with the land and be binding upon the executors, administrators, heirs, assigns of the covenantor, and their successors in title to the premises shown on said plan;

3. The construction of ways and the installation of municipal services shall be provided to serve any lot in accordance with the applicable Rules and Regulations of said Board before such lot may be built upon or conveyed, other than by mortgage deed; provided that a mortgagee who acquires title to the mortgaged premises by foreclosure or otherwise and any succeeding owner of the mortgaged premises or part thereof may sell any such lot, subject only to that portion of this covenant which provides that no lot so sold shall be built upon until such ways and services have been provided to serve such lot;

4. Nothing herein shall be deemed to prohibit a conveyance subject to this covenant by a single deed of the entire parcel of land shown on the subdivision plan or of all lots not previously released by the Planning Board without first providing such ways and services;

5. This covenant shall take effect upon the approval of said plan;

6. Reference to this covenant shall be entered upon such plan and this covenant shall be recorded when said plan is recorded.

The undersigned _____ wife, husband of the covenantor hereby agree that such interest as I, we, may have in said premises shall be subject to the provisions of this covenant and insofar as is necessary release all rights of tenancy by the courtesy, dower, homestead and other interest therein.

EXECUTED as a sealed instrument this _____ day of _____, 20_____.

_____ _____

_____ _____

_____ _____

COMMONWEALTH OF MASSACHUSETTS
County of Barnstable

On this _____ day of _____, 20_____, before me, the undersigned notary public, personally appeared _____, proved to me through satisfactory evidence of identification,which were _____, to be the person whose name is signed on the preceding or attached document, and acknowledged to me that he/she signed it voluntarily for its stated purpose.

_____
Notary Public, Commonwealth of Massachusetts

My Commission expires _____, 20_____.

**Definitive Subdivision Plan**

Usually done by an Engineer. Comes back and needs public hearing. Need to write PHN and notify the following:

- People within 300 feet
- Newspaper, Mashpee Enterprise – give PHN to Terrie and Christine upstairs
- Adjacent towns' planning boards (address' below)
- Cape Cod Commission (address' below)
- Cape Cod Commission, 3225 Main Street, P.O. Box 226, Barnstable, MA 02630
- Town of Falmouth, Planning Board, 59 Town Hall Square, Falmouth, MA 02540
- Town of Bourne, Planning Board, 24 Perry Ave., Buzzards Bay, MA 02532
- Town of Sandwich, Planning Board, 16 Jan Sebastian Drive, Sandwich, MA 02563
- Town of Barnstable, Planning Board, 200 Main Street, Hyannis, MA 02601
- Phil DiMartino, Comm. of MA, Dept. of Housing and Community Dev., 100 Cambridge St., Boston, MA 02202

This plan does not meet requirements for an ANR.

**Form Requirements:**

- Application form
- Covenant if Subdivision
- Approval from Tax Collector
- Address from Clay
- Letter from owner authorizing power if not present
- Decision form

5 copies including Mylar –

1. Building Dept.
2. Assessors Dept.
3. Charlie Rowley
4. Two for Planning

- Any Public Hearing on proposed **Zoning amendments** does **NOT** need abutters notice but gets posted and published in The Mashpee Enterprise.
- **Definitive Subdivisions, Special Permits and Road Namings DO NEED** abutters notice.
- All property owners within 300 feet of **Definitive Subdivisions and Special Permit** projects, as certified by the Assessors, get notice, along with posting and publication twice (with the first notice at least 14 days before the hearing) in The Mashpee Enterprise.
- **Road Namings**: all people on road get notice, based on Assessors' certified list, along with posting and publication twice (with the first notice at least 14 days before the hearing) in The Mashpee Enterprise.
- There is **NO** public hearing and thus no notice requirement for **Preliminary Subdivision plans** or **Approval-Not-Required (ANR) Plans.**

**MARCELLO MALLEGNI**
6 WOLFPEN LN
SOUTHBOROUGH, MA 01772

655
53-7075/2113
01

2-22-22
Date

CHECK ARMOR FRAUD PROTECTION

Pay to the Order of TOWN OF MASH PEE $200.00

Two hundred and 00/100 Dollars

Photo Safe Deposit® Details on back

Main Street BANK
MARLBOROUGH, MA 01752
BankMainStreet.com

For Mallegni Form C

⑆211370752⑆ 883091118⑈ 0655

---

**MARCELLO MALLEGNI**
6 WOLFPEN LN
SOUTHBOROUGH, MA 01772

656
53-7075/2113
01

2-22-22
Date

CHECK ARMOR FRAUD PROTECTION

Pay to the Order of TOWN OF MASH PEE $11.00

Eleven and 00/100 Dollars

Photo Safe Deposit® Details on back

Main Street BANK
MARLBOROUGH, MA 01752
BankMainStreet.com

For MAILING LABELS

⑆211370752⑆ 883091118⑈ 0656

Town of Mashpee

16 Great Neck Road North
Mashpee, Massachusetts 02649

# Mashpee Planning Board
## Public Hearing Notice

Pursuant to Massachusetts General Laws, Chapter 41 Section 81T and the Mashpee Rules and Regulations Governing the Subdivision of Land, the Mashpee Planning Board will hold a public hearing on Wednesday, April 6, 2022 at 7:20 p.m. in the Waquoit Room at the Mashpee Town Hall, 16 Great Neck Road North, to consider an application by Marcello Mallegni of 80 Airport Road, Hyannis, MA 02601 for approval of 9 lot definitive subdivision plan of land consisting of approximately 18.05 acres located on Main Street (Route 130) between Nicoletta's Way and Echo Road and identified on the Mashpee Assessors Maps as Map 26 Block 6. This lot proposed for subdivision is within the C-3 Limited Commercial District, the I-1 Industrial District, and the R-5 Residential District.

Plans may be reviewed in the offices of the Town Clerk or Town Planner at Mashpee Town Hall.

Submitted by

John Fulone, Chair
Mashpee Planning Board

Publication dates: Friday, March 11, 2022
Friday, March 18, 2022

MASHPEE TOWN CLERK

MAR 09 2022

RECEIVED BY: SM

M E M O R A N D U M

To: Mashpee Planning Board
From: Evan Lehrer, Town Planner
Date: May 2, 2022
Re: Zoning and other regulatory considerations for Leamar Drive Definitive

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**Distance between Echo Road and Nicoletta's Way**

Provided: 253.3' (Proposed to Nicoletta's)

Subdivision Rules and Regulations:

*There shall not be less than 100' between the centerlines of any roadways (Street Design Standards: Plate #1)*

Zoning Bylaw:

174-40 Accessways in Non-Residential Districts:

In the C-1, C-2, C-3 and I-1 zoning districts, **there shall be required a minimum separation of two hundred (200') feet between the centerline of any accessway to Routes 28, 151 or 130 or to Great Neck Road North and any other such accessway or to the sideline of any street intersecting said roadways**. Said minimum separation shall also be maintained between any accessway to a street intersecting said roadways and the sideline of said roadways.

Curb Cut Permit Policy

A curb cut permit for a project that generates more than 30 vehicle trips per day may require additional technical review beyond that which the DPW Director normally provides. The technical consultant will review the application and propose potential mitigating measures.

Local Comprehensive Plan

Requires project proponents to demonstrate, prior to any approvals before the Board, that there will be no degradation of traffic safety prior to the issuance of any approvals or permits.

Further, it requires that proponents demonstrate that the development will not degrade travel times, level of service, intersection delay, volume to capacity ratio, reserve capacity, or any other performance indicators for surrounding roadways.

Prohibits the development of new driveway curb-cuts on major roadways except where no feasible alternative site access is possible.

**Cape Cod Commission DRI (2004)**

Condition G6 in the Decision reads: "A Certificate of Compliance from the Cape Cod Commission shall be obtained by the Applicant prior to the sale or conveyance of any lot, or ***prior to the issuance of any local permits or any development as defined by the Cape Cod Commission Act, within the 18 acre property*** as described on the plans entitled "Site Sketch Plan, prepared by Coastal Engineering, Inc, dated July 3, 2003 and revised July 21, 2004" or on a subsequent Definitive Plan as approved and endorsed by the Town of Mashpee Planning Board. The restoration landscaping as described under Conditions CC1, CC2, and CC3 and the division of land for proposed open space as described in Condition NR1 are exempt from this Condition."

There are several conditions in the Decision that must be met before the Applicant may obtain a Certificate of Compliance, including the open space contribution.

In terms on the expiration of the Decision, while the development rights under DRI Decisions expire after seven years, the Decision runs with the land and any conditions or restrictions remain in force.

Recommendation:

In consideration of the above cited applicable rules and regulations pertaining to the proposed Leamar Drive the Board should consider the balance between the proponent's right to access the property and right to a curb-cut if no feasible alternative is present.

The minimum distance between Nicoletta's Way and to Echo Road are both compliant with the Mashpee Zoning Bylaw and Subdivision Rules and Regulations however the Comprehensive Plan (1998) discourages new curb cuts on major roadways if alternate site access is feasible.

The best case scenario in terms of mitigating anticipated transportation impacts is access from Nicoletta's Way.

If rights to Nicoletta's Way are not able to be negotiated for access then the Board could consider a traffic study consistent with the suggestions of the LCP and in the Selectmen's curb-cut policy to ascertain, in consideration of the uses common to the district, the peak hour traffic impacts prior to approval.

If the findings of that study demonstrate that the proposed street will not degrade travel times, level of service, intersection delay, volume to capacity ratio, reserve capacity, or any other performance indicators for surrounding roadways nor creates unsafe traffic conditions then the Board could consider approving as proposed.

If the findings adverse, the Board could consider denying the proponent's request to subdivide, but should be cognizant of the likelihood of appeal. Given the property owner's right to access the property,

the Town could consider taking the layout of Nicoletta's Way to avoid the potential transportation impacts the proposed road may cause and while providing access to the lot.

In closing, the Board also needs to consider how to manage the required 4-acre open space contribution as required by the 2004 DRI decision. While the decision is expired, the conditions and restrictions established in that document run with the land. The applicant ought to confer with the Conservation Agent on the most appropriate mechanism to handle that transfer.

**From:** Glen E. Harrington <gharrington@mashpeema.gov>
**Sent:** Friday, April 1, 2022 9:33 AM
**To:** Evan Lehrer <ELehrer@mashpeema.gov>
**Cc:** Christine Willander <cwillander@mashpeema.gov>
**Subject:** Re: Definitive Subdivision Filing

Mr. Town Planner,
The BOH could not make a decision on the definitive subdivision for Leamar Road due to lack of a quorum. As the Health Agent, I reviewed the definitive plan and had the floolwing comments:

*The BOH reviewed the preliminary plan and must review the definitive plan as well. Eight of the 9 properties are out of Zone II, are serviced by town water, have good access and proper drainage retention.*

My recommendation to the board was to approve as presented.

I hope this satisfies the Panning Board's requirements.

Thanks,

Glen

Glen E. Harrington, R. S., C. H. O.
Mashpee Health Agent
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Mashpee, MA 02649

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email: gharrington@mashpeema.gov

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# CAPE COD COMMISSION

3225 MAIN STREET
P.O. BOX 226
BARNSTABLE, MA 02630
(508) 362-3828
FAX (508) 362-3136
E-mail: frontdesk@capecodcommission.org


Date: September 2, 2004

To: Mark Boudreau, Esquire

From: Cape Cod Commission

RE: Development of Regional Impact,
Sections 12 and 13, Cape Cod Commission Act

Applicant: Chris Wickstrom
Harwich Concrete Block Company
181 Queen Anne Road
Harwich, MA 02645

Project: 532 Main St. Clear Cut
Mashpee, MA

Project #: TR # 02026

Book/Page: Book 272, Page 49

## DECISION OF THE CAPE COD COMMISSION

### SUMMARY


The Cape Cod Commission (Commission) hereby approves with conditions the DRI application of Chris Wickstrom, owner of the Harwich Concrete Block, Mashpee, MA pursuant to Sections 12 and 13 of the Cape Cod Commission Act (Act), c. 716 of the Acts of 1989, as amended, for the clear cutting and mitigation of approximately 2.7 acres at 532 Main Street, Mashpee, MA (Project). The decision is rendered pursuant to a vote of the Commission on September 2, 2004.


### PROJECT DESCRIPTION

The site of the approximately 2.7-acre clear cut is on an 18-acre parcel at 532 Main Street (Route 130) in Mashpee, MA. The site is currently a Significant Natural Resource Area (SNRA) as mapped by the Regional Policy Plan (RPP) containing undisturbed, unfragmented forest, except for the cleared area. The clear cutting occurred in April, 2002 by Harwich Concrete Block Company, when the property was owned by John Otis Drew. Subsequently, Harwich Concrete Block Co. purchased the property. Following the clear cutting, the Applicant continued to do further earthwork such as topsoil removal and digging, and grubbing (removing stumps) of a

large area toward the center of the clear cut. The Applicant plans to utilize the cleared area for truck turning space, and storage of vehicles and equipment related to the existing concrete block business on adjacent, leased property. The Applicant indicated there is potential for future development on the site, but nothing is proposed at this time. The Applicant has proposed mitigation in the form of permanent protection of 4 acres of land on site, and the revegetation of the buffer to Route 130.

The site is zoned commercial C-3, which allows "covered wholesale and business storage", but does not allow open commercial storage of building materials. According to the Mashpee Town Planner, the parking and vehicle storage use proposed by Harwich Concrete Block is allowed in the C-3 Zone.

The property abuts Nicoletta's Way to the south, existing commercial businesses along Echo Road to the north, open space to the west, and Route 130 and residences to the east.

## PROCEDURAL HISTORY

The Project was referred to the Commission by the Mashpee Building Department on August 22, 2002. The Commission received the referral on August 22, 2002. A procedural hearing was opened on October 17, 2002 by a hearing officer, and continued. The hearing was closed by a hearing officer on January 13, 2003. Extensions for project review until September 26, 2003, and then to September 26, 2004 were granted by the Regulatory Committee on March 10, 2003 and September 22, 2003, respectively. A duly noticed public hearing was conducted pursuant to Section 5 of the Act by an authorized subcommittee of the Commission on August 12, 2004 at the Mashpee Town Hall. The public hearing was continued to September 2, 2004 and the record was left open for submission of written materials.

The subcommittee held a public meeting on August 26, 2004. At that meeting, the subcommittee voted unanimously to recommend to the full Commission that the Project be approved as a DRI, subject to conditions. A final public hearing was held before the full Commission on September 2, 2004. At this hearing, the Commission voted unanimously to approve the Project as a DRI, subject to conditions.

## MATERIALS SUBMITTED FOR THE RECORD

***Materials submitted by the Town:***

- Letter from T. Fudala dated September 1, 2004
- Email from T. Fudala dated August 13, 2004
- Email from Tom Fudala, Town Planner, dated August 13, 2004
- Letter from Russell Wheeler to Harwich Concrete Block dated July 21, 2004
- DRI Referral via fax August 22, 2002 from R. Wheeler
- Copy of Mashpee Design Review Committee meeting minutes of July 24, 2002 meeting, via fax August 21, 2002 to Dorr Fox.
- Letter from Russell Wheeler, Mashpee Building Inspector, to Harwich Concrete Block dated May 15, 2002

***Materials submitted by the Applicant:***

- Letter from M. Boudreau dated July 26, 2004 and site sketch plan from Coastal Engineering dated July 3, 2003 with revisions dated July 21, 2004
- DRI Application, quit claim deed, letter from Harry Johnson Tree Farm to Chris Wickstrom, dated July 22, 2004
- Letter dated June 23, 2004 from J. Costedio, surveyor, to M. Boudreau
- Letter dated May 28, 2004 and sketch plan from Jack Costedio, surveyor, to C. Wickstrom
- Site photographs, Tree Restoration Plan dated January 22, 2003, and tree species list from C. Wickstrom to CCC staff on July 25, 2003
- Letter from J. McAuliffe to M. Twombly dated January 13, 2003
- Letter from John McAuliffe, Attorney for Chris Wickstrom, to Martha Twombly dated June 7, 2002

***Materials submitted by Interested Parties:***

- Copy of a letter from S. Heimberg to Mashpee Board of Selectmen dated August 26, 2004
- Letter from S. Heimberg dated August 12, 2004
- Letter from S. Heimberg dated August 9, 2004
- Letter and photographs from Arden and Steven Cadrin dated August 9, 2004
- Letter from S. Heimberg to M. Twombly dated July 27, 2004
- Letter from Sidney Heimberg to Jamie Reagan, Chair of the Mashpee ZBA, dated July 27, 2004
- Email from Arden Cadrin to M. Twombly dated July 25, 2002

***Materials submitted by Cape Cod Commission:***

- Draft Hearing Minutes from August 12, 2004 public hearing, dated August 20, 2004
- Staff Report dated August 4, 2004
- Letter from M. Twombly to M. Boudreau dated July 14, 2002
- Memo from M. Twombly to Tom Fudala, Mashpee Town Planner and R. Wheeler, via fax, dated July 8, 2004
- Letter from M. Twombly to M. Boudreau dated July 6, 2004
- Fax from M. Twombly to Mark Boudreau, attorney for C. Wickstrom, dated August 27, 2003
- Letter from M. Twombly to C. Wickstrom dated July 17, 2003
- Memo from M. Twombly to subcommittee dated February 28, 2003
- Letter from M. Twombly to C. Wickstrom dated January 6, 2003
- Letter from M. Twombly to C. Wickstrom dated October 17, 2002
- Letter from M. Twombly to Russell Wheeler, Mashpee Building Inspector, dated August 21, 2002
- Letter from M. Twombly to John McAuliffe, attorney for C. Wickstrom, dated July 12, 2002
- Letter from Martha Twombly to Chris Wickstrom dated May 10, 2002
- Letter from Dorr Fox to John Drew, owner of 532 Main St., dated April 25, 2002
- Digital photos of the clear cut submitted by Tana Watt, CCC planner, to Dorr Fox in April 2002

The application and notices of public hearings relative thereto, the Commission staff's notes, exhibits and correspondence, the transcript and minutes of meetings and hearings and all written submissions received in the course of our proceedings are incorporated into the record by reference.

## TESTIMONY

*Hearing #1 – August 12, 2004*

Mr. Boudreau, attorney for the Applicant, stated that Chris Wickstrom is owner of the adjacent Harwich Concrete Block (HCB) business and that the subject property was under purchase agreement since 2001with owner John Drew. While under contract, clearing was done on the property to create truck-turning space for the existing business. As mitigation for the clearing Mr. Wickstrom proposed to permanently protect four acres of open space on the site, and to revegetate the 50' buffer along Route 130. He said there are no current development plans but future plans may include the subdivision and sale of land to adjacent businesses along Echo Road, and/or be used for the existing HCB. He stated that any future development would go through local or Commission review.

Commission staff stated that the open space set-aside of four acres was acceptable as mitigation, and recommended a wider buffer along Route 130. Staff explained that clear cutting results in increased nitrogen loading to water resources and recommended a cash contribution for mitigation.

Mr. Broidrick raised questions about project segmentation, about uses permitted by local zoning, and about the lease term on the adjacent property. Mr. Boudreau answered that C-3 zoning on the subject parcel allowed a covered building, but did not allow outdoor storage of building materials, and that the lease for the existing business was 6 or 7 years.

*Public Testimony*

Sidney Heimberg expressed concerns about impacts to the Mashpee Wakeby Pond and the lack of consideration Mr. Wickstrom has shown to residents regarding dust, wind, stormwater, and truck traffic. He stated that open space protection was needed along Route 130, and that access should be from Nicoletta's Way.

Henry DeRocher wanted the cleared area to be revegetated with large, mature trees.

Steve Cadrin supported a 200' buffer along Route 130, and suggested a bond be levied to insure that revegetation is completed.

Barnet Berliner recommended that Mr. Wickstrom replace what was cleared rather than making a monetary contribution as mitigation.

Mr. Boudreau said the Applicant needed at least an 80' opening for safe movement of his large trucks into the parcel, leaving a maximum buffer to Route 130 of no more than 70'.

Ms. Kadar asked about the four-acre open space parcel isolated at the foot of the property. Ms. McElroy explained that it maintains the integrity of existing wildlife habitat with adjacent parcels.

Mr. Broidrick asked about stormwater management and Mr. Cole asked about site plan review for the cleared area. Mr. Boudreau answered that the Applicant would still have to go through local review for any type of development, and satisfy stormwater and parking requirements for the town.

Ms. Taylor suggested at least a 70' buffer to Route 130 be required.

Ken Clinton said that land along Route 130 should be preserved rather than land at the back of the property.

Mr. Fox clarified the Commission's scope regarding the clear cutting threshold, the DRI review process, and the setting of appropriate mitigation measures.

## JURISDICTION

The Project qualifies as a Development of Regional Impact (DRI) under Section 3(e) of the DRI Enabling Regulations for "site alterations or site disturbance greater than 2 acres, including but not limited to clear cutting, grading, and clearing land, unless such alteration or disturbance is conducted in conjunction with a building permit for a structure or a DRI approval or in conjunction with a municipal project."

## FINDINGS

The Commission has considered the application of Chris Wickstrom regarding the clear cutting, and based on consideration of such application and upon the information presented at the public hearing and submitted for the record, makes the following findings pursuant to Sections 12 and 13 of the Act:

**General Findings:**

**G1.** The Project consists of clear cutting of, and mitigation for, approximately 2.7 acres, on a portion of an 18-acre parcel, located between Echo Road and Nicoletta's Way on Route 130 in Mashpee, MA. This includes earthwork and grubbing on approximately 1.3 acres within the 2.7 acre clear cut. This Project approval anticipates the future use of 1.9 acres within the interior of the 2.7 acre cleared area for future development (where site restoration is not being required), and requires the revegetation of buffers to Rt. 130 and Nicoletta's Way.

**G2.** The Mashpee zoning bylaw requires a minimum 50-foot buffer between proposed development and Route 130. The clear cutting included the clearing of the required 50' buffer. The town has notified the property owner of this violation, and has been consulted as part of this review to rectify the action.

**G3.** The Applicant cleared the land without a valid building permit for a structure or DRI approval. The land clearing was not completed in conjunction with a municipal project.

**G4.** The Project is being reviewed under the 2002 RPP.

**Water Resource Findings:**

**WR1.** The Applicant cleared approximately 2.7 acres of unfragmented forest and removed approximately 1.3 acres of topsoil within the 2.7 acres at the site, a location in a Potential Public Water Supply Area and in the Mashpee River watershed. These regional resources are regulated under MPS 2.1.1.2.C and 2.1.1.2.F of the RPP, respectively.

**WR2.** The nitrogen load to the Mashpee River watershed exceeds the estuary's critical nitrogen load. Therefore, MPS 2.1.1.2.C.2 applies to the Project, requiring that no additional nitrogen load be permitted to the Mashpee River watershed by Developments of Regional Impact.

**WR3.** Based on Technical Bulletin 91-001 methodology, the clear cutting and soil removal results in a 6.5 kg-N/yr increase in nitrogen load to the Mashpee River watershed. An equivalent amount of nitrogen load will need to be eliminated from the Mashpee River watershed such that the project complies with MPS 2.1.1.2.C.2. The estimated cost to mitigate 6.5 kg-N/yr of nitrogen in the Mashpee River watershed is $10,125. This contribution may be reduced to $8,750 in conjunction with the revegetation of the 100-foot buffer along the property's entire frontage on Route 130 in accordance with Conditions CC1 and CC2.

**WR4.** The clear cutting and soil removal meets the 1-ppm-N nitrogen-loading limit applicable to Potential Public Water Supply Areas.

**WR5.** Based on a site visit conducted by Cape Cod Commission staff, the clear cutting and soil removal does not appear to result in the potential for stormwater runoff to offsite areas from areas where top soil has been removed.

**Natural Resource/Open Space Findings:**

**NR1.** Based on staff and town analysis, the area of clear cutting is approximately 2.7 acres on the site. This 2.7 acres included approximately 1.3 acres of earthwork and grubbing in a central portion of the clear cut. According to the plan, 1.9 acres will remain cleared (the development area), and it is upon this area that the open space requirement is based. The remaining cleared area located within the buffers to the site shall be mitigated through the revegetation and permanent protection of these buffers as required in Condition CC3.

**NR2.** MPS 2.4.1.2 requires that the clearing of vegetation shall be minimized. The clearing that occurred at 532 Main was executed without regard to minimizing vegetation removal.

**NR3.** As the site is located in a Significant Natural Resource Area due to the presence of unfragmented forest and a potential public water supply protection area, the Applicant must provide an area twice the development area of the clear cut to comply with the RPP

open space requirement, MPS 2.5.1.3. Harwich Concrete Block has agreed to donate a 4-acre lot at the rear of the site to the Town of Mashpee to comply with the open space standard.

**NR4.** As the project site is also located in the Mashpee National Wildlife Refuge, and was previously identified as potential open space to be acquired by the town, the location of the open space at the rear of the lot, in proximity to both existing protected open space and the Otis airfields, is appropriate for wildlife protection purposes.

**Community Character Findings:**

**CC1.** The clear cutting action triggered DRI review as it completely removed the naturally vegetated buffer to Route 130, a regional roadway, where local and regional regulations require the protection of natural landscapes as buffers between roadways and any development. Revegetation of the site as described in Conditions CC1 and CC2 will help restore the vegetated buffer to this regional roadway.

**CC2.** MPS 6.2.9 requires that "all development shall implement a landscape plan that addresses the functional aspects of landscaping, such as drainage, erosion prevention, wildlife enhancement, screening and buffering, wind barriers, provision for shade, energy conservation, sound absorption, dust abatement, and reduction of glare." Adjacent residential areas to the clear cutting have been experiencing these impacts based on testimony received at the public hearing. Implementation of a buffer restoration plan will mitigate these impacts to neighboring residential areas.

**CC3.** There is currently robust regrowth of oak, pitch pine, tupelo, and native understory vegetation in the clear cut area between the excavated area and Route 130 and along the northern and southern property lines. These areas, if left undisturbed and supplemented with an earthen berm and additional planting of the berm, will provide an adequate buffer between any future development of the site and the roadway, as well as other adjacent uses.

## CONCLUSION

Based on the findings above, the Commission hereby concludes:

1. With mitigation measures, the Project will be consistent with the RPP.

2. With mitigation, the Project will be consistent with local zoning and the Mashpee Local Comprehensive Plan, based on consultation with the Mashpee town planner.

3. The proposed Project is not within a District of Critical Planning Concern (DCPC).

4. The benefits outlined in Findings WR3, NR3, CC1, CC2, and CC3 outweigh the detriments of leaving the site in its currently disturbed and degraded condition.

The Cape Cod Commission hereby approves the 532 Main Street clear cutting and mitigation as a DRI under Sections 12 and 13 of the Act, provided the following Conditions are met.

## CONDITIONS

**General Conditions:**

**G1.** This DRI decision is valid for 7 years and local development permits may be issued pursuant hereto for a period of 7 years from the date of the written decision.

**G2.** Failure to comply with all conditions stated herein, and with all related statutes and other regulatory measures, shall be deemed cause to revoke or modify this decision.

**G3.** The Applicant shall obtain all state and local permits for the proposed project.

**G4.** No further development work, as the term "development" is defined in the Act, shall be undertaken until all appeal periods have elapsed or, if such an appeal has been filed, until all judicial proceedings have been completed.

**G5.** Prior to issuance of a building permit for any development within the required buffers and the cleared area of the Project, the Applicant shall submit final plans as approved by local boards for review by Commission staff to determine their consistency with this decision and/or information submitted as part of the DRI review. If the final plans approved by local boards are inconsistent with this decision and/or supporting information, then they shall be reviewed subject to Section 7 of the Cape Cod Commission Administrative Regulations, Modifications to Approved DRIs, dated 5/30/02 and as amended from time to time.

**G6.** A Certificate of Compliance from the Cape Cod Commission shall be obtained by the Applicant prior to the sale or conveyance of any lot, or prior to the issuance of any local permits or any development as defined by the Cape Cod Commission Act, within the 18 acre property as described on the plans entitled "Site Sketch Plan, prepared by Coastal Engineering, Inc, dated July 3, 2003 and revised July 21, 2004" or on a subsequent Definitive Plan as approved and endorsed by the Town of Mashpee Planning Board. The restoration landscaping as described under Conditions CC1, CC2, and CC3 and the division of land for proposed open space as described in Condition NR1 are exempt from this Condition.

**G7.** Prior to a Certificate of Compliance the Applicant shall submit a revised site plan showing buffers, open space, and area to be retained as cleared area, to be reviewed and approved by Commission staff.

**G8.** The Applicant shall be responsible for providing proof of recording of the Decision prior to issuance of a Certificate of Compliance.

**G9.** The Applicant shall provide Commission staff with at least thirty (30) days notice of the

intent to seek a Certificate of Compliance. Such notification shall include a list of key contact(s) for questions that may arise during the Commission's compliance review. Commission staff shall complete an inspection under this condition within seven (7) business days of such notification and inform the Applicant in writing of any deficiencies and corrections needed. The Applicant understands that the Commission has no obligation to issue a Certificate of Compliance unless all conditions are complied with or secured consistent with this decision. The Applicant agrees to allow Cape Cod Commission staff to enter onto the property that is the subject of this decision for the purpose of determining whether the conditions contained in the decision are met.

**Water Resources Conditions:**

**WR1.** Prior to the issuance of a Certificate of Compliance the Applicant shall make a monetary contribution in the amount of $8,750, payable to Barnstable County, to be used toward nitrogen mitigation in the Mashpee River watershed. The contribution shall be disbursed at the direction of the Commission's Executive Director.

**Natural Resources/Open Space Conditions:**

**NR1.** Prior to a Certificate of Compliance, the Applicant shall donate 4 acres as shown on the plan from Coastal Engineering dated July 3, 2003 and revised July 21, 2004 to the Town of Mashpee under the care, custody and control of the Conservation Commission for conservation and open space purposes. The deed and plan shall be approved by Commission Counsel prior to recording at the registry of deeds.

**Community Character Conditions:**

**CC1.** The Applicant shall provide permanent vegetated buffers on the site as follows:

a). Buffer from Route 130 – 100' wide from the property line abutting Route 130, consisting of areas containing existing second growth vegetation supplemented with evergreen trees, and the remainder of the buffer consisting of a mixture of evergreen and deciduous trees with understory plantings to form a dense screen from the roadway. All planting shall be completed as described in condition CC2 below;
b). Buffer from properties to the south (Nicolettas Way) – 30' wide from the southern property line and approximately 350' along Nicoletta's Way as shown on the plan entitled "Site Sketch Plan, prepared by Coastal Engineering, Inc, dated July 3, 2003 and revised July 21, 2004", consisting of existing second growth vegetation supplemented with evergreen trees to be planted as described in condition CC2 below;
c). The applicant may seek approval for one (1) curb cut from either Route 130 or Nicoletta's Way within the 30' x 350' buffer. The location and width of the curb cut shall be approved by the Commission's Regulatory Committee.

**CC2.** Prior to issuance of a Certificate of Compliance, the Applicant shall submit a buffer restoration plan for the areas described in condition #CC1 for approval by Commission staff and the Mashpee Design Review Committee. Such restoration plan shall include the following:

Areas containing existing second growth vegetation

- No mechanical equipment shall be used in this area during installation in order to protect existing vegetation;
- Existing trees shall not be removed or damaged during installation;
- Planting locations shall be staked/flagged in the field prior to installation and approved by Commission staff and a representative from the Mashpee Design Review Committee;
- All planting holes shall be dug by hand;
- Trees shall be transported to planting locations by a ball cart;
- 6 – 8' evergreen trees shall be planted at a spacing of 15 – 20' on-center;
- Plan shall specify an irrigation system and program to insure the survival of all plantings.

Areas of new planting

- Plan shall include a 6' high and 30' wide earthen berm with a maximum 3:1 slope, starting from a point taken a minimum of 65' west of the property line (from Route 130), and extending 50' from the northern property line, to a point no closer than 50' from Nicoletta's Way.
- Plan shall consist of 60% evergreen and 40% deciduous trees with understory plantings to form a dense screen;
- 6 – 8' evergreen trees shall be planted at a spacing of 15 – 20' on-center;
- Deciduous trees shall be a minimum of 3" caliper;
- Plan shall specify an irrigation system and program to insure the survival of all plantings.

For all areas, planting shall take place only between September 1, 2004 – November 1, 2004 or April 1 – June 15, 2005.

Prior to issuance of a Certificate of Compliance, the applicant shall implement the above restoration plan. The Applicant agrees to allow Cape Cod Commission staff to enter onto the property that is the subject of this decision for the purpose of determining whether this condition has been met.

**CC3.** Prior to issuance of a Certificate of Compliance the applicant shall record a permanent open space deed restriction to maintain the buffer areas as specified in Condition CC1 of this decision. The deed restriction may allow for one (1) driveway access to the site from either Route 130 or Nicoletta's Way within the 30' x 350' buffer, upon approval by the Mashpee Planning Board.

**CC4.** All plantings installed as a result of this decision shall be subject to a maintenance agreement to ensure their survival. Prior to issuance of a Certificate of Compliance from the Commission, the Applicant shall provide a fully executed landscape maintenance contract for three (3) full growing seasons based on guidelines provided by Commission staff.

**CC5.** Prior to issuance of a Certificate of Compliance, the Applicant shall execute an escrow agreement of form and content satisfactory to Commission counsel to ensure the survival of all buffer restoration plantings. The amount of the escrow agreement shall equal 150% of the cost of the restoration planting, including labor and materials, with the amount approved by Commission staff. The check shall be payable to Barnstable County. Unexpended escrow funds shall be returned to the Applicant, with interest, upon a site inspection completed after three (3) full growing seasons. The Applicant agrees to allow Cape Cod Commission staff to enter onto the property that is the subject of this decision for the purpose of determining whether this condition has been met.

**CC6.** Plant materials specified by the landscape restoration plan prepared in accordance with Condition CC2 may be substituted with prior written approval of Commission staff.

The Cape Cod Commission hereby approves with conditions the application of Chris Wickstrom as a Development of Regional Impact pursuant to Sections 12 and 13 of the Act, c. 716 of the Acts of 1989, as amended, for clear cutting and mitigation of that clear cutting located at 532 Main Street in Mashpee, MA.

Alan Platt

~~David Ansel, Chair~~ ALAN PLATT, VICE CHAIR

Date 9/2/04

Commonwealth of Massachusetts
County of Barnstable

On this 2nd day of September, 2004, before me, the undersigned notary public, personally appeared ~~David Ansel~~ ALAN PLATT, proved to me through satisfactory evidence of identification, which were personal knowledge to be the person whose name is signed on the preceding or attached document, and acknowledged to me that he signed it voluntarily for its stated purpose.

Dorr Steven Fox

Notary Public
Commonwealth of Massachusetts

My Commission Expires:_____

OFFICIAL SEAL
DORR STEVEN FOX
NOTARY PUBLIC - MASS.
BARNSTABLE COUNTY
My Comm. Expires April 11, 2008

Mashpee Planning Board

Traffic Impact Study

Request for Quote

October 11, 2022

Forestdale Road LLC/Marcello Mallegni Definitive Subdivision

532 Main Street, Mashpee, MA 02649

Assessor's Map 26 Block 6

**Project Description**

Applicant has proposed a 9-lot definitive subdivision plan of land with access to the proposed lots created by the construction of a new street, Leamar Drive.

**Project Location**

The proposed subdivision is generally bounded by Echo Road, Nicoletta's Way and Route 130 (Main Street) on a fairly rectangular parcel totaling slightly more than 18 acres. (see attached locus)

**Site Access**

Proposed access to the commercial/industrial subdivision will be provided by way of a new roadway that will intersect the west side of Route 130

**General Description of Services Requested**

The Town of Mashpee is seeking quotes from qualified firms/professionals to perform a Traffic Impact Study in relation to a proposed definitive subdivision plan currently under consideration by the Mashpee Planning Board.

The Planning Board's primary concern with the proposed street is its close proximity to nearby streets, Echo Road, Nicoletta's Way, and Sturgis Lane. The Planning Board wishes to understand if the proposed roadway will:

1. Degrade travel times
2. Degrade level of service
3. Create intersection delays
4. Create an unsustainable volume to capacity ratio
5. Negate existing reserve capacity

6. Create or exacerbates issues relative to any other performance indicator for surrounding roadways
7. Creates any other unsafe traffic conditions

Additionally, the consultant shall review the project proposal for consistency with Mashpee Zoning Bylaws, Subdivision Rules and Regulations, and Select Board curb cut policy.

**Services to be provided will include, but not be limited to, the following:**

1. Meeting with Planning Department staff to discuss the proposed subdivision including but not limited any submitted plans, zoning bylaws, and subdivision rules and regulations.

2. The qualified consultant should review all materials associated with the proposal independently and provide a written report to the Planning Board with regard to the proposals impact in consideration of the existing condition of the area and the predominant uses of the zoning district(s).

**Proposed Contract Price**

Provide a total proposed contract price broken down by service item to be provided.

**Submission Deadline**

Quotations are due no later than 4 pm on October 19, 2022 to the Mashpee Planning Department. Please submit via email to elehrer@mashpeema.gov and jmthomas@mashpeema.gov.

Vanasse & Associates inc
Transportation Engineers & Planners

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

Ref: 9520

October 14, 2022

Mr. Evan Lehrer
Town Planner
Town of Mashpee
16 Great Neck Road North
Mashpee, MA 02649

Re: Transportation Impact Assessment for a Proposed Commercial/Industrial Subdivision
532 Main Street (Route 130)
Mashpee, Massachusetts

Dear Evan:

Vanasse & Associates, Inc. (VAI) is pleased to submit this proposal for providing Traffic Engineering and Transportation Planning Services in support of the Mashpee Planning Board's review of the proposed commercial/industrial subdivision to be located at 532 Main Street (Route 130) in Mashpee, Massachusetts. As requested, our work effort will entail the preparation of a Transportation Impact Assessment that will be completed in accordance with the Massachusetts Department of Transportation (MassDOT) *Transportation Impact Assessment (TIA) Guidelines* and those of the Cape Cod Commission (CCC). In addition, VAI will review the Definitive Subdivision Plans that have been prepared by BSC Group for the project for conformance with Mashpee Zoning Bylaws, Subdivision Rules and Regulation, and Select Board cub cut policy.

The enclosed Scope of Services describes the elements for the initial phases of work, the results of which will be summarized in a report submitted to you for review. The total fee to complete the work effort as described herein is $13,000, including data collection (estimated to be $2,000), direct expenses (estimated to be $500) and attendance of one (1) meeting with the Planning Department. Meeting costs will be billed on a time and materials basis in accordance with the attached billing rates.

We are prepared to initiate work and complete the enclosed effort after receipt of the signed agreement. Written authorization must be received before work can begin. If you are in agreement with the attached Scope of Services and Terms and Conditions of the Agreement, please countersign and return it to our office.

We look forward to assisting you with this project. If you should have any questions regarding this agreement, please feel free to contact me.

Sincerely,

VANASSE & ASSOCIATES, INC.

Jeffrey S. Dirk

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

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

Enclosure

cc: DRB

**AGREEMENT FOR PROFESSIONAL SERVICES**

**BETWEEN**

**VANASSE & ASSOCIATES, INC.**

**AND**

**TOWN OF MASHPEE**

**OCTOBER 14, 2022**

This Agreement is composed of Part I and Part II. Part I includes details of the services to be performed, client-furnished information, timing of the services, and compensation. Part II (attached) contains the Terms and Conditions of Agreement, which are the general terms of the engagement between Town of Mashpee, hereinafter called the CLIENT, and Vanasse & Associates, Inc. (VAI).

## PART I

### PROJECT DESCRIPTION

VAI will provide Traffic Engineering and Transportation Planning Services in support of the Mashpee Planning Board's review of the proposed commercial/industrial subdivision to be located at 532 Main Street (Route 130) in Mashpee, Massachusetts (the "Project"). The study area will be limited to the roadways in the vicinity of the project site as defined herein.

### SCOPE OF SERVICES

#### 1.0 Initial Investigations

VAI will provide the following Initial Investigations services in support of the Project:

- Review previous studies of the area, including studies by other consultants, the state, regional planning agencies, and the local community, in addition to any past VAI efforts.
- Consult with CLIENT to review the scope of work; collect relevant background materials; establish Project milestones and associated deliverables; and obtain contact information for municipal departments.
- Review the study area to update available information and observe factors that could affect access to the Project site; vehicle, pedestrian and bicycle circulation; public transportation services; and features that may influence the selection of suggested improvements.

- Consult with local and state officials to review current and planned future roadway, pedestrian, bicycle and public transportation improvements in the area that may impact traffic patterns and transportation alternatives available within the study area.

## 2.0 Transportation Impact Assessment (TIA)

The scope of the Transportation Impact Assessment (TIA) shall consist of the following tasks which VAI will submit for CLIENT use. VAI will provide the following services for the Project:

- Gather physical and operating information for area roadways which will include:

  - Traffic volumes
  - Roadway geometrics
  - Traffic operating parameters
  - Speed limits
  - Sight distance measurements
  - Pedestrian and bicycle facilities
  - Public transportation services

- Obtain a 48-hour (two consecutive weekdays) automatic traffic recorder count on Main Street (Route 130) in the vicinity of the Project site in order to evaluate traffic volumes and vehicle travel speeds along this roadway over an extended period.

- Obtain manual turning-movement and vehicle classification counts for a two-hour weekday morning period (7:00 to 9:00 AM) and a two-hour weekday evening period (4:00 to 6:00 PM) at the following intersections:

  - Route 130 at Echo Road
  - Route 130 at Sturgis Lane
  - Route 130 at Nicoletta's Way

- Existing traffic volumes will be seasonally adjusted to average and peak-month conditions, if necessary, in accordance with MassDOT and Cape Cod Commission (CCC) requirements, and will be further adjusted following MassDOT's guidance for the use of traffic counts conducted during the COVID-19 pandemic.

- Complete an inventory of available public transportation services and service routes for the study area.

- Obtain motor vehicle crash data for the study area roadways and intersections for the most recent five-year period available from MassDOT and/or local police department records. Detailed crash rate calculations will be performed for each of the study intersections. In addition, a review of the MassDOT high crash location database will also be undertaken for the study area.

- Estimate future No-Build traffic volumes from historic traffic counts and from information on recently approved or proposed projects. Increases in background traffic growth will then be established and applied to the existing traffic-flow networks to develop the base future No-Build analysis networks. The future conditions horizon year shall be established as a 7-year projection from the base year (existing condition) in accordance with MassDOT guidelines.

- Estimate the trip generation characteristics of the project based on trip-generation data available from the Institute of Transportation Engineers (ITE)[1] or other appropriate source for each analysis period (average weekday and weekday morning and evening peak hours). The base trip calculations for the project will be disseminated to the modes of transportation available to the project site, as appropriate, using data from the U.S. Census or other source. Traffic volumes expected to be generated by the project will be added to the future No-Build traffic volumes to establish the Build condition traffic volumes.

- Assess volume-to-capacity ratios, level of service, and vehicle queuing for existing and future conditions at the study area intersections and project driveway(s). The traffic analysis will be based on the existing street system and any planned roadway improvements. The extent and nature of any system deficiencies will also be identified. The analysis will be formatted using the accepted Highway Capacity Manual (HCM)[2] methodology and associated software. The following analysis conditions will be examined:

  - Existing conditions – 2022
  - Future conditions without the proposed project (No-Build condition) – 2029
  - Future conditions with the proposed project (Build condition) – 2029 unmitigated
  - Future conditions with the proposed project (Build condition) – 2029 mitigated

- Perform sight distance measurements at the Project site access in accordance with American Association of State Highway and Transportation Officials (AASHTO)[3] standards. Recommendations will be made as necessary in order to provide the required lines of sight.

- Define at a conceptual level off-site transportation infrastructure improvements that may be necessary to: i) provide safe and efficient access to the project; ii) address current deficiencies; and iii) accommodate project-related traffic (motor vehicles, pedestrians and bicyclists, as appropriate). Preliminary construction cost estimates will be developed for identified roadway/intersection improvements for CLIENT use.

- Develop the framework of a Transportation Demand Management (TDM) program for the project that will include specific measures that are designed to encourage the use of alternative modes of transportation to single occupant vehicles (i.e., public transportation, walking, bicycling and car/vanpooling).

- Prepare a draft report summarizing the results of the analysis for CLIENT review and comment.

- Prepare a final report, upon CLIENT review and approval of the draft, which incorporates pertinent comments for use in submitting to the project approval process.

## 3.0 Project and Public Meetings

VAI will participate in one (1) project team meeting and/or public presentation with local and state officials as requested by the CLIENT. Services include preparation, travel, attendance and supporting graphics. Meeting costs will be billed on a time and materials basis.

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[1] *Trip Generation*, 11th Edition; Institute of Transportation Engineers; Washington, DC; 2021.

[2] *Highway Capacity Manual*, National Academy of Sciences, Transportation Research Board; Washington, D.C.; 2010.

[3] *A Policy on Geometric Design of Highway and Streets*, 7th Edition; American Association of State Highway and Transportation Officials (AASHTO); 2018.

## 2.1 Site Plan Review

VAI will review the Definitive Subdivision Plans that have been prepared by BSC Group for the Project for conformance with Mashpee Zoning Bylaws, Subdivision Rules and Regulation, and Select Board cub cut policy. In addition, the plans will be reviewed for compliance with accepted engineering standards related to access; on-site vehicle, pedestrian and bicycle circulation; parking layout; loading and delivery vehicle access; vehicle queue storage; and safety. The results of our reviews will be summarized in a letter submitted to CLIENT for use in evaluating the Project.

## CLIENT-FURNISHED INFORMATION

It is understood that VAI will perform services under the sole direction of the CLIENT. In the performance of these services, VAI will coordinate its efforts with CLIENT and other consultants retained by the CLIENT, as required. The CLIENT shall provide or authorize VAI to obtain on CLIENT's behalf project-related technical data including, but not limited to, the following as may be applicable to the project:

- Site plans (received)
- Engineering survey of the property (received)
- Roadway plans (received)
- Prior traffic studies and/or plans prepared in support of the project
- Information related to the prior or approved use of the site as available
- Prior conditions of approval issued for the project site

VAI will rely upon the accuracy and completeness of CLIENT-furnished information in connection with the performance of services under this Agreement.

## SCHEDULE

VAI will endeavor to complete the TIA within six (6) weeks for CLIENT review. This schedule begins on the date written authorization to proceed is received and is subject to change due to workload commitments, staffing levels and/or other unforeseen circumstances. The schedule is also subject to timely delivery of information promised by the CLIENT and is exclusive of CLIENT and local review of interim products. If the CLIENT requests that work under this Agreement be stopped, the schedule and fee are subject to re-negotiation when written authorization to proceed is received.

## COMPENSATION

VAI will perform the Scope of Services as outlined in this Agreement for up to $13,000 as follows:

| Phase | Element I - Tasks | Fee | Schedule | Payment Method |
|---|---|---|---|---|
| 1.0 | Initial Investigations | $ 0 | 1 Week | Lump Sum |
| 2.0 | Transportation Impact Assessment (TIA) | 7,000 | 6 Weeks | Lump Sum |
| 2.1 | Site Plan Review | 2,000 | 6 Weeks | Lump Sum |
| 3.0 | Project and Public Meetings | 1,500 | As Required | T&M |
| | LABOR TOTAL Phases 1.0, 2.0, 2.1 and 3.0 | $ 10,500 | | |
| | Data Collection – Traffic Counts and Field Measurements[a] | $ 2,000 | | |
| | Direct Expenses (Estimated) | $ 500 | | |
| | TOTAL | $ 13,000 | | |

T&M = Time and materials

[a]Services performed by a data collection subconsultant will be billed at cost.

A separate budget has been established for meetings to facilitate the tracking of meeting costs internally. Meetings costs will be billed on a time and materials basis in accordance with the attached billing rates. Our attendance at meetings is at CLIENT's direction and discretion.

In addition to the above labor compensation, VAI shall be reimbursed for expenditures made specifically for the project, such as printing and reprographics, travel and subsistence, data collection, telephone charges, shipping, postage, and courier service charges, purchase of maps and similar documents, etc. These direct expenses will be billed at cost. An estimate of anticipated direct expenses for the project is included in the above table for budgeting purposes.

## SERVICES NOT INCLUDED

The following services may be required at a future date but are not included in this Agreement at this time:

- Review of supplemental or revised materials submitted by the Applicant
- Analysis of additional intersections and/or scenarios not specified as a part of the scope of work contained herein.
- Attendance of additional meetings beyond the one (1) budgeted herein.

When services are required in these areas, or areas not previously described, we will prepare a proposal or amendment, at the CLIENT's request, that contains the Scope of Services, fee, and schedule required to complete the additional items.

## CLIENT CONFIRMATION AND AUTHORIZATION

CLIENT agrees with and accepts this proposal for professional services. CLIENT also agrees with the Terms and Conditions of Agreement, which is attached, and acknowledges this as being received. Together these constitute the entire agreement between Vanasse & Associates, Inc. and CLIENT.

CLIENT certifies that funds or financing are available to meet their financial commitments and maintain the payment schedule under the terms and conditions of this Agreement.

Agreed and Accepted for:

**TOWN OF MASHPEE**

By:_____
Authorized Agent

Title:_____

Date:_____

Total Upset Limit: $13,000

| Phase | Fee |
|---|---|
| 1.0 | $ 0 |
| 2.0 | 7,000 |
| 2.1 | 2,000 |
| 3.0 | 1,500 |
| LABOR TOTAL | $ 10,500 |
| Data Collection | $ 2,000 |
| Direct Expenses (Estimated) | $ 500 |
| TOTAL | $ 13,000 |

**VANASSE & ASSOCIATES, INC. AUTHORIZATION**

By: Jeffrey S. Dirk
Jeffrey S. Dirk, P.E., PTOE, FITE
*Professional Engineer in CT, MA, ME, NH, RI and VA*

Title: Managing Partner

Date: October 14, 2022

## PART II

## VANASSE & ASSOCIATES, INC. (VAI)
## TERMS AND CONDITIONS OF AGREEMENT

The engagement of Vanasse & Associates, Inc. (VAI) by CLIENT is under the following terms and conditions and is an integral part of the collective Agreement between CLIENT and VAI.

1. The fee estimate for the proposed Scope of Services, attached hereto as Part I and incorporated herein by reference, is valid for sixty (60) days from the date of the proposal.

2. Full and timely payment of all amounts due and owing to VAI is the sole responsibility of CLIENT and may not be subject to any third-party agreements.

3. The CLIENT may terminate this Agreement at any time by giving VAI ten (10) days written notice. In such event, all finished or unfinished documents prepared by VAI shall at the option of the CLIENT become the CLIENT's property, subject to the Terms and Conditions of paragraph 12 of this Agreement. In the event of termination, VAI will be paid for all services performed up to the date of termination, including those expenditures necessary for the orderly termination of work, and all costs of settling or discharging outstanding obligations incurred by VAI with respect to the terminated services and work under this Agreement.

4. All time schedules set forth in Part I shall commence upon receipt of a signed Agreement and a retainer in the amount set forth below. All retainer amounts will be applied to the final invoice. A RETAINER OF $0.00 IS REQUIRED BEFORE WORK CAN COMMENCE UNDER THE AGREEMENT.

5. VAI is not obligated to perform any services not explicitly set forth in Part I. Should CLIENT request that VAI perform any services in addition to those explicitly set forth in Part I, VAI may, in its sole discretion, agree to perform such additional services. Before VAI will begin performance of any such additional services, VAI and CLIENT must enter into a written agreement regarding the scope of, and the compensation to be paid for, such additional services.

6. VAI will render invoices monthly. All invoices are due upon receipt by CLIENT. Any invoice outstanding for more than thirty (30) days after the date of the invoice will be subject to financing charge of 1.5 percent per month. VAI will render all invoices on a VAI standard form.

7. Should it become necessary to utilize legal or other resources to collect any or all monies rightfully due for services rendered under this Agreement, VAI shall be entitled to full reimbursement of all such costs, including reasonable attorney's fees, as part of this Agreement.

8. Invoice payments must be kept current for work to continue. If CLIENT fails to pay any invoice due and owing VAI within fifteen (15) days of the date of CLIENT's receipt of the invoice, VAI may, in its sole discretion and without waiving any other claim or right against CLIENT, pursue, without limitation, any course of action available at law or in equity, and/or any one or more of the following courses of action:

   (a) Suspend all services under this Agreement until CLIENT has paid all amounts due and owing VAI and/or any of its Consultants or Subcontractors;

(b) Withhold any documents prepared by VAI and/or any of its Consultants or Subcontractors pursuant to this Agreement from CLIENT and/or any third-party;

(c) Notify any third-party to which any documents prepared by VAI and/or any of its Consultants or Subcontractors pursuant to this Agreement of CLIENT's failure to pay all amounts due and owing to VAI;

(d) Request the immediate return of all documents prepared by VAI and/or any of its Consultants or Subcontractors under this Agreement from CLIENT and/or any third-party; and/or

(e) Deliver a statement to any one or more persons it selects withdrawing support for any documents prepared by VAI and/or any of its Consultants or Subcontractors under this Agreement.

In the event that CLIENT fails to pay VAI, CLIENT agrees to return all documents furnished to it by VAI under this Agreement within fifteen (15) days of a request for such made by VAI.

9. VAI agrees to carry the following insurance during the term of this Agreement: Workers' Compensation, General Liability, Professional Liability, and Comprehensive Automobile Liability. VAI shall maintain during the performance of this Agreement insurance coverage as follows:

General Liability
$2,000,000 per occurrence
$4,000,000 aggregate for products and completed operations
$4,000,000 general aggregate

Automobile Liability
$1,000,000 per accident for bodily injury and property damage

Umbrella Liability
$5,000,000 per occurrence and aggregate

Employer's Liability
$1,000,000 per accident for bodily injury or disease

Worker's Compensation
Statutory

Professional Liability
$2,000,000 per claim and aggregate limit

Insurance coverage shall be provided by a company or companies licensed to do business in the State of Massachusetts. Such insurance shall name the CLIENT as additional insured.

Certificates of Insurance will be furnished upon request. If the CLIENT requires insurance coverage or limits in excess of VAI's normal policies, and it is available, CLIENT agrees to reimburse VAI for such additional expenses.

**PART II (Continued)**

**VANASSE & ASSOCIATES, INC. (VAI)**
**TERMS AND CONDITIONS OF AGREEMENT**

10. VAI agrees, to the fullest extent permitted by law, to indemnify and hold harmless CLIENT, its officers, directors and employees (collectively, the CLIENT) against all damages, liabilities or costs, including reasonable attorneys' fees and defense costs, to the extent caused by VAI's negligent performance of professional services under this Agreement and that of its subconsultants or anyone for whom VAI is legally liable.

    CLIENT agrees, to the fullest extent permitted by law, to indemnify and hold harmless VAI, its officers, directors, employees and subconsultants against all damages, liabilities or costs, including reasonable attorneys' fees and defense costs, to the extent caused by the CLIENT's negligent acts in connection with the Project and the acts of its contractors, subcontractors or consultants or anyone for whom the CLIENT is legally liable.

    Neither the CLIENT nor VAI shall be obligated to indemnify the other party in any manner whatsoever for the other party's own negligence.

11. VAI shall not be responsible for any damages arising from failure to perform, or delay in the performance of, services identified in Part I which failure or delay arises out of causes beyond VAI's control or without negligence on the part of VAI. VAI shall not be responsible for any consequential damages, including, without limitation, any delay or expense arising out of the exercise by VAI or any right provided to VAI under this Agreement, including, without limitation, the rights to suspend services, withhold documents, and withdraw support as described in paragraph 8. VAI's liability under this Agreement is limited to the total of all fees paid to VAI by CLIENT under this Agreement.

12. All documents including, without limitation, all Drawings and Specifications, prepared by VAI and/or any of its Consultants or Subcontractors pursuant to this Agreement are the property of VAI; provided, however, that CLIENT shall have full ownership of all documents, including without limitation, all Drawings and Specifications, prepared by VAI and/or any of its Consultants or Subconsultants under this Agreement once CLIENT has paid for the same.

    VAI does not represent that any documents prepared by VAI and/or any of its Consultants or Subcontractors pursuant to this Agreement are suitable for use in connection with any extension of the current Project or any other project.

    If CLIENT uses any such documents in violation of this paragraph, CLIENT shall:

    (a) Be liable for, and indemnify and hold harmless VAI from, all claims, damages, losses, and expenses, including attorney's fees, arising out of or resulting from such use, and

    (b) In addition to paying all invoices due and owing for services provided under this Agreement, pay VAI the amount of the fee estimate set forth in Part I as liquidated damages presenting a reasonable estimate of the compensation to which VAI would be entitled for generating documents for such use.

## PART II (Continued)

## VANASSE & ASSOCIATES, INC. (VAI)
## TERMS AND CONDITIONS OF AGREEMENT

13. This Agreement may only be modified in writing and signed by CLIENT and VAI. No act or failure to act by VAI waives any rights provided to VAI under this Agreement or by operation of law.

14. This Agreement constitutes the entire agreement between CLIENT and VAI regarding the services specified in Part I. In entering into this Agreement, CLIENT has not relied upon any warranties, representations, or statements not set forth herein. No verbal warranties, representations, or statements shall be considered a part of this Agreement or a basis upon which CLIENT relied in entering into this Agreement.

**VANASSE & ASSOCIATES, INC.**
**STANDARD HOURLY BILLING RATES**

| EMPLOYEE | TITLE | HOURLY RATES |
|---|---|---|
| Jeffrey S. Dirk, P.E., PTOE, FITE | Managing Partner | $250.00/$300.00[a] |
| Stephen M. Boudreau, P.E. | Partner | $250.00 |
| Scott W. Thornton, P.E. | Principal | $200.00 |
| Shaun P. Kelly | Associate | $175.00 |
| Jake P. Carmody, P.E. | Senior Project Manager | $175.00 |
| Drew J. Talcoff, P.E. | Senior Project Manager | $170.00 |
| Daniel A. DeRoche, Jr., P.E. | Senior Highway Engineer | $145.00 |
| Jennifer S. Conners | Senior Transportation Engineer | $130.00 |
| Jamie T. Gregory | Associate - Graphics Manager | $115.00 |
| Theodore W. O'Hagan, E.I.T. | Senior Highway Engineer | $115.00 |
| Derek I. Roach, P.E. | Senior Transportation Engineer | $115.00 |
| Andrew J. Arseneault | Senior Transportation Engineer | $115.00 |
| Mitchell P. Page, E.I.T. | Highway Engineer | $110.00 |
| Daniel LaCivita | Transportation Engineer | $105.00 |
| Thomas J. Hannon, E.I.T. | Transportation Engineer | $105.00 |
| Ian J. Sherriff, E.I.T. | Highway Engineer | $100.00 |
| Andrea T. Gaudet | Technical Assistant | $95.00 |
| Scott R. Frontain | Field Operations Manager | $80.00 |

[a]*Expert witness testimony*

IMPROVING COMMUNITIES TOGETHER

October 19, 2022

Evan Lehrer and Jennifer Thomas
Planning Department
Town of Mashpee
16 Great Neck Road North
Mashpee, MA 02649

**Re: Submittal for RFQ**
**Forestdale Road LLC/Marcell Mallengni Definitive Subdivision**
**Assessor's Map 26 Block 6**
**Mashpee, MA**
**Traffic Study Scope and Fee**

Dear Mr. and Ms. Thomas:

BETA Group Inc. is pleased to submit this scope of services and fee to the Town of Mashpee to conduct a Traffic Study for the proposed project referenced above. The proposed project will include a 9-lot definitive subdivision accessed by the construction of a new street, Leamar Drive. Leamar Drive will form a new intersection with Main Street (Rt. 130) which will be under town jurisdiction.

The scope of work with a description of the services to be performed is provided below which is based on the Request for Quote dated October 11, 2022.

**SCOPE OF SERVICES**

Tasks to be performed by BETA include the following:

1. **DATA Collection**

1.1 Perform vehicle, pedestrian, and bicycle turning movement counts on a weekday between 7 and 9 AM and 4 and
6 PM at the following intersections:

- Main St/Echo Rd
- Main St/Baker's Rd
- Main St/Sturgis Ln
- Main St/Nicoletta's Way

The traffic count data will be summarized in traffic volume networks.

**Cost: $2,400 ($1,400 counts + $1,000 labor)**

**Additional cost including Saturday: $1,100 ($700 counts + $400 labor)**

1.2 Measure vehicle travel times along the Main Street study corridor during the AM (7-9) and PM (4-6). A minimum of five runs will be performed in each direction in each time period.

The travel time data will be summarized in tables and figures.

**Cost: $1,200**

**Additional Cost including Saturday: $800**

1.3 Review and summarize reported vehicle crashes in the MassDOT Impact database for the latest three-year period in the study area.

**Cost: $750**

1.4 BETA will perform a site visit and will record intersection and roadway geometrics and site distance at the proposed intersection on Main Street. Existing traffic operations will be observed. This will be performed on the same day as the travel time runs in Task 1.2.

**Cost: $500**

The existing collected data will be summarized in figures and tables.

**2. ANALYSIS**

2.1 BETA will perform Existing Conditions intersection capacity analysis at the study intersections for the weekday morning and afternoon peak hours at the study locations. Level of Service, vehicle delay, volume-to-capacity ratios, and vehicle queuing will be calculated and summarized in tables.

**Cost: $1,200**
**Additional Cost including Saturday: $500**

2.2 BETA will develop traffic volumes for the study area for a future 2029 No-Build condition without the project. This will include estimating traffic volumes for other projects approved or planned in the study area, and on a background traffic growth rate. Peak hour traffic estimates for other projects will be estimated based on rates published in the Institute of Transportation Engineers' (ITE) Trip Generation Manual. Information on other future projects will be obtained from the Planning Department.

**Cost: $1,000**

**Additional Cost including Saturday: $400**

2.3 BETA will estimate vehicle trip generation for the proposed project based on likely anticipated land uses (contractors, landscapers, etc.) that will be confirmed with the town. Trip generation estimates will be made based on typical number of employees and schedule for each site and land use. We will also estimate peak hour and daily trip generation based on rates published in the ITE Trip Generation Manual. BETA will distribute and assign the project trips to the roadway network and add them to the No-Build peak hour traffic volumes to create the AM and PM 2029 Build traffic volumes.

**Cost: $750**

**Additional Cost including Saturday: $400**

2.4 BETA will perform intersection capacity analysis for the weekday morning and afternoon peak hours at the study intersections for the 2029 No-Build and Build conditions. This will include the new study intersection created as part of the project at Main Street and Leamar Drive. Intersection Level of Service, vehicle delay, volume-to-capacity ratios, and queuing will be analyzed and summarized. The reserve capacity at each intersection will also be calculated. The impact of project traffic on travel times will be evaluated.

**Cost: $1,700**
**Additional Cost including Saturday: $500**

2.5 BETA will evaluate the proposed new intersection of Main Street and Leamar Drive for circulation, access and safety. This will include measuring Stopping Sight Distance and Intersection Sight Distance in the field and evaluating the results based on guidelines published in the American Association of State Highway Transportation Officials (AASHTO) Highway and Street Design Book (7th Edition).

**Cost: $1,000**

2.6 BETA will review the project roadway design plans and compare them with the Mashpee Zoning Bylaws, Subdivision Rules and Regulations, and Select Board curb-cut policy.

**Cost: $750**

3. **REPORT**

3.1 The results of Tasks 1 and 2 will be summarized in a Draft report for the Town to review. Report will summarize data collection and analysis results. An Appendix will be provided.

A Final report will address comments and revisions on the Draft report.

**Cost: $2,000**

**Additional Cost including Saturday: $500**

4. **MEETINGS**

BETA will attend up to two virtual meetings with Town staff to discuss report findings. One meeting may be held on-site during the BETA site visit.

**Cost: $1,300**

**SCHEDULE**

We anticipate completing the draft report within four to six weeks.

**FEE**

The fee for the scope of services identified above is not to exceed **$14,550**, without prior approval. The additional fee to include Saturday data collection and analysis is **$3,500.**

| Task | Fee |
|---|---|
| 1.1 | $2,400 |
| 1.2 | $1,200 |
| 1.3 | $750 |
| 1.4 | $500 |
| 2.1 | $1,200 |
| 2.2 | $1,000 |
| 2.3 | $750 |
| 2.4 | $1,700 |
| 2.5 | $1,000 |
| 2.6 | $750 |
| 3.1 | $2,000 |
| 4.1 | $1,300 |
| **Total** | **14,550** |

If we can be of any further assistance regarding this matter, please contact us at our office.

Very truly yours,
BETA Group, Inc.

Jeff Maxtutis

Jeff Maxtutis
Senior Associate

Cc: Kien Ho

Tighe&Bond

22-1170-027
October 19, 2022

Evan Lehrer, Town Planner
Town of Mashpee
16 Great Neck Road North
Mashpee, MA 02649

Re: **Foresdale Road LLC/ Marcello Mallegni Definitive Subdivision Traffic Impact Study**

Dear Evan:

Tighe & Bond is pleased to present this proposal to provide traffic engineering services, including preparation of a Traffic Impact Study, for the proposed 9-lot commercial/industrial subdivision including construction of a new street, Leamar Drive, intersecting Route 130 (Main Street) in the Town of Mashpee. This proposal is in response to the Mashpee Planning Board's Request for Quote dated October 11, 2022.

## Project Understanding

The proposed 9-lot subdivision is proposed on an approximate 18-acre (AC) parcel of land generally bounded by Echo Road, Nicoletta's Way, and Route 130 (Main Street). The proposed commercial/industrial subdivision will have access to Route 130 via a new roadway (Leamar Drive) which will intersect Route 130 from the west between Echo Road and Nicoletta's Way, generally opposite Sturgis Lane.

A Definitive Subdivision Plan, prepared by BSC Group, for Leamar Drive dated August 27, 2021 and revised February 11, 2022was provided with the Request for Quote and illustrates nine total lots, with seven lots of approximately 0.92 AC, the easternmost lot closest to Route 130 sized at 1.18± AC and the westernmost lot at the cul-de-sac end of the proposed roadway sized at 8.18± AC. The proposed subdivision is primarily contained within the I-1 Industrial district but includes portions of the R-5 Residential and C-3 Limited Commercial zoning districts.

We understand the Planning Board's primary concern is regarding the proximity of the proposed roadway with existing streets and wishes to ascertain through an independent traffic impact study whether the proposed roadway will create capacity, operational, and or safety degradation of Route 130 and surrounding roadways. The following Scope of Services includes the preparation of the requested Traffic Impact Study along with consultation services to the Planning Board during their deliberations.

## Scope of Services

### Task 1 - Traffic Impact Study

The Traffic Impact Study (TIS) will provide an independent analysis and assessment of the impact of the proposed subdivision on traffic operations and safety of the surrounding roadways. The TIS will be prepared consistent with MassDOT Transportation Impact Assessment (TIA) guidelines and industry standards.

Based on the characteristics of the proposed subdivision and the roadway network layout, the study area will include Route 130 (Main Street) and the intersection to be created between Leamar Drive and Route 130.

1. Conduct a site visit to review current roadway conditions and traffic operations within the study area. Observe intersection sight distances from the proposed site driveway location.

2. In conjunction with the site visit, meet with Planning Department staff to discuss the proposed subdivision including but not limited any submitted plans, zoning bylaws, and subdivision rules and regulations.

3. Conduct a 96-hour automatic traffic recorder (ATR) count on Route 130 in the vicinity of the proposed subdivision. ATR will be installed for 96 hours to capture an average weekday and an average Saturday, and will collect directional traffic volume flows, vehicular travel speeds, and vehicle classification.

4. Obtain available traffic data and analyses from the Town of Mashpee and Cape Cod Commission (CCC) including the following:

    a. Historic traffic volume data for Route 130 for the purpose of comparison and adjustment to peak summer volume.

    b. Traffic data, estimated site-generated traffic, and traffic analyses from recently approved/proposed developments.

5. Estimate Existing Traffic Volumes for the weekday morning and weekday afternoon peak hours for the study area based on the traffic volume data collected under the traffic counting program, and any nearby recently approved or pending developments that could contribute traffic to the study area.

6. Review zoning code and prepare typical layouts for parcels for the purpose of determining a trip generation profile for the proposed subdivision. Conceptual development characteristics will be provided to the Planning Department for consideration and approval.

7. Develop trip generation for the proposed development based upon industry standard trip generation methodologies presented in the Institute of Traffic Engineers (ITE) Publication Trip Generation Manual, 11th Edition, 2021. Land uses and development characteristics developed by Tighe & Bond and approved by the Planning Department will be used as the basis for trip generation.

8. Distribute site generated traffic to the study area roadways. The trip distribution will be based upon existing travel patterns and the adjacent roadway layout. Add the site-generated volumes to the Existing Traffic Volumes to generate the Design Traffic Volumes. Prepare traffic volumes figures illustrating the Site Generated Traffic and Design Traffic Volumes (i.e. Existing plus Site Generated Traffic).

9. Prepare capacity and queue analysis models per MassDOT TIA guidelines for the Design traffic conditions for the newly created intersection of Leamar Drive at Route 130. Summarize the analysis results in narrative and tabular format.

10. Obtain traffic collision information from the MassDOT IMPACT system for the most recent five years along Route 130. Summarize the data in tabular format and calculate a corridor crash rate based on standard MassDOT guidelines.

11. Review intersection sight distance from the proposed site driveway location according to the criteria set forth in the American Association of State Highway and Transportation Officials (AASHTO) publication A Policy on Geometric Design of Highways and Streets, 7th Edition, 2019. Also consider AASHTO definition of the functional area of an intersection, and its relevance to the Route 130 corridor and the proximity of intersections along the corridor.

12. Prepare a traffic impact study, detailing the results of the traffic analyses and a qualitative analysis of safety, sight distance and functional area of proposed intersections. The TIS will include a comprehensive technical appendix that provides the supporting documentation and calculations for the analysis presented in the report.

13. Submit a draft of the TIS to the Planning Department for review and comment. We will address one round of review comments and prepare the final study for Town submission.

### Task 2 –Town of Mashpee Planning Board Consultation

The services included under this task include consultation with the Mashpee Planning Department, presentation of findings to the Mashpee Planning Board and attendance at a Planning Board hearing to present findings.

1. Coordinate with the Planning Department on findings and presentation of findings before the Planning Board.

2. Attend one Town of Mashpee Planning Board Hearing. We will prepare presentation materials and attend a public hearing to present the results of the study and address any questions or concerns. In-person attendance is assumed.

## Assumptions and Exclusions

In an effort to provide you with a reasonable budget for the desired services, we have prepared a detailed scope of services based upon our understanding of the project needs. In this same regard, the following list includes our assumptions in developing our Scope of Services and those services that are not included in the development of our budgetary estimate. If these services are required, we will modify our proposal accordingly to meet your needs.

- Expansion of the study area including but not limited to additional traffic counts and/or capacity analyses for additional intersections are excluded.
- The preparation of improvement drawings or roadway improvement plans are excluded.
- Responses to comments and/or attendance at meetings not specifically identified in this proposal are excluded.
- MassDOT review/permitting are excluded.
- All services not explicitly detailed in this proposal are excluded.

## Fee

Tighe & Bond will perform these services for a lump sum fee of **$15,850**, invoiced monthly based on percentage complete. In the event that the scope of work is increased for any

reason, the lump sum fee to complete the work shall be mutually revised by written amendment. Our attached Terms and Conditions is part of this letter agreement.

For information purposes, the anticipated breakdown of the fee by task is as follows:

Fee Schedule

| Description | Fee |
|---|---|
| 1. Traffic Impact Study | $13,900 |
| 2. Town of Mashpee Planning Board Consultation | $1,950 |
| **Total:** | **$15,850** |

We appreciate the opportunity to provide this proposal and for the opportunity to work with you on this project. If you have any questions related to this proposal, please contact Greg Lucas at GLucas@tighebond.com or 781-375-2554.

Very truly yours,

**TIGHE & BOND, INC.**

Greg E. Lucas, PE, PTOE, RSP1
Project Manager

Christopher O. Granatini
Vice President

Enclosures: Terms and Conditions – REV 04/2020

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**"CLIENT" is defined in the acceptance line of the accompanying proposal letter or the name the proposal is issued to; Tighe & Bond, Inc. is hereby referenced as "CONSULTANT"; "PROJECT" is defined in the accompanying proposal letter**

## 1. SCHEDULE OF PAYMENTS

**1.1** Invoices will generally be submitted once a month for services performed during the previous month. Payment will be due within 30 days of invoice date. Monthly payments to CONSULTANT shall be made on the basis of invoices submitted by CONSULTANT and approved by CLIENT. If requested by CLIENT, monthly invoices may be supplemented with such supporting data as reasonably requested to substantiate them.

**1.2** In the event of a disagreement as to billing, the CLIENT shall pay the agreed portion.

**1.3** Interest will be added to accounts in arrears at the rate of one and one-half (1.5) percent per month (18 percent per annum) or the maximum rate allowed by law, whichever is less, of the outstanding balance. In the event counsel is retained to obtain payment of an outstanding balance, CLIENT will reimburse CONSULTANT for all reasonable attorney's fees and court costs.

**1.4** If CLIENT fails to make payment in full within 30 days of the date due for any undisputed billing, CONSULTANT may, after giving seven days' written notice to CLIENT, suspend services and retain work product until paid in full, including interest. In the event of suspension of services, CONSULTANT will have no liability to CLIENT for delays or damages caused by such suspension.

## 2. SUCCESSORS AND ASSIGNS

**2.1** CLIENT and CONSULTANT each binds itself, its partners, successors, assigns and legal representatives to the other parties to this Agreement and to the partners, successors, assigns and legal representatives of such other parties with respect to all covenants of this Agreement. CONSULTANT shall not assign, sublet or transfer its interest in this Agreement without the written consent of CLIENT, which consent shall not be unreasonably withheld.

**2.2** This Agreement represents the entire and integrated Agreement between CLIENT and CONSULTANT and supersedes all prior negotiations, representations or Agreements, whether written or oral. This Agreement may be amended only by written instrument signed by both CLIENT and CONSULTANT. References to this agreement include these Terms & Conditions, any accompanying proposal or description of services, as well as any other documents referenced or incorporated therein. In the event one or more provisions of any of the foregoing documents conflict with the provisions of these Terms & Conditions, the provisions of these Terms & Conditions shall control.

**2.3** Nothing contained in this Agreement shall create a contractual relationship or cause of action in favor of a third party against CLIENT or against CONSULTANT.

## 3. STANDARD OF CARE

**3.1** In providing services, CONSULTANT will use that degree of care and skill ordinarily exercised under similar circumstances by individuals providing such services in the same or similar locality for similar projects.

## 4. TERMINATION

**4.1** This Agreement may be terminated by either party upon seven days' written notice in the event of substantial failure by the other party to perform in accordance with the terms hereof through no fault of the terminating party. In addition, CLIENT may terminate this Agreement for its convenience at any time by giving written notice to CONSULTANT. In the event of any termination, CLIENT will pay CONSULTANT for all services rendered and reimbursable expenses incurred under the Agreement to the date of termination and all services and expenses related to the orderly termination of this Agreement.

## 5. RECORD RETENTION

**5.1** CONSULTANT will retain pertinent records relating to the services performed for the time required by law, during which period the records will be made available upon reasonable request and upon reimbursement for any applicable retrieval/copying charges.

**5.2** Samples - All soil, rock and water samples will be discarded 30 days after submission of CONSULTANT's report, unless mutually agreed otherwise or unless CONSULTANT's customary practice is to retain for a longer period of time for the specific type of services which CONSULTANT has agreed to perform. Upon request and mutual agreement regarding applicable charges, CONSULTANT will ship, deliver and/or store samples for CLIENT.

## 6. OWNERSHIP OF DOCUMENTS

**6.1** All reports, drawings, specifications, computer files, field data, notes, and other documents, whether in paper or electronic format or otherwise ("documents"), are instruments of service and shall remain the property of CONSULTANT, which shall retain all common law, statutory and other reserved rights including, without limitation, the copyright thereto. CLIENT's payment to CONSULTANT of the compensation set forth in the Agreement shall be a condition precedent to the CLIENT's right to use documents prepared by CONSULTANT.

**6.2** Documents provided by CONSULTANT are not intended or represented to be suitable for reuse by CLIENT or others on any extension or modification of this PROJECT or for any other projects or sites. Documents provided by CONSULTANT on this PROJECT shall not, in whole or in part, be disseminated or conveyed to any other party, nor used by any other party, other than regulatory agencies, without the prior written consent of CONSULTANT. Reuse of documents by CLIENT or others on extensions or modifications of this project or on other sites or use by others on this PROJECT, without CONSULTANT's written permission and mutual agreement as to scope of use and as to compensation, if applicable, shall be at the user's sole risk, without liability on CONSULTANT's part, and CLIENT agrees to indemnify and hold CONSULTANT harmless from all claims, damages, and expenses, including attorney's fees, arising out of such unauthorized use or reuse.

**6.3** Electronic Documents - CONSULTANT cannot guarantee the authenticity, integrity or completeness of data files supplied in electronic writeable format. If CONSULTANT provides documents in writeable electronic format for CLIENT's convenience, CLIENT agrees to waive any and all claims against CONSULTANT resulting in any way from the unauthorized use, alteration, misuse or reuse of the electronic documents, and to defend, indemnify, and hold CONSULTANT harmless from any claims, losses, damages, or costs, including attorney's fees, arising out of the unauthorized use, alteration, misuse or reuse of any electronic documents provided to CLIENT.

**6.4** Electronic Data Bases – In the event that CONSULTANT prepares electronic data bases, geographical information system (GIS) deliverables, or similar electronic documents, it is acknowledged by CLIENT and CONSULTANT that such PROJECT deliverables will be used and perhaps modified by CLIENT and that CONSULTANT's obligations are limited to the deliverables and not to any subsequent modifications thereof. Once CLIENT accepts the delivery of maps, databases, or similar documents developed by CONSULTANT, ownership is passed to CLIENT. CONSULTANT will retain the right to use the developed data and will archive the data for a period of three years from the date of PROJECT completion.

## 7. INSURANCE

**7.1** CONSULTANT will retain Workmen's Compensation Insurance, Professional Liability Insurance with respect to liabilities arising from negligent errors and omissions, Commercial General Liability Insurance, Excess Liability, Unmanned Aircraft, Cyber Liability, and Automobile Liability during this PROJECT. CONSULTANT will furnish certificates at CLIENT's request.

**7.2** Risk Allocation - To the fullest extent permitted by law, and not withstanding any other provision of this Agreement, the total liability, in the aggregate, of the CONSULTANT to the CLIENT and anyone claiming by or through the CLIENT, for any and all claims, losses, costs or damage, of any nature whatsoever, the liability of CONSULTANT to all claimants with respect to this PROJECT will be limited to an aggregate sum not to exceed $100,000 or CONSULTANT's compensation for consulting services, whichever is greater. It is intended that this limitation apply to any and all liability or cause of action however alleged or arising, unless otherwise prohibited by law.

**7.3** Damages – Notwithstanding any other provision of this Agreement, and to the fullest extent permitted by law, neither CLIENT nor CONSULTANT, their respective officers, directors, partners, employees, contractors or subconsultants shall be liable to the other or shall make any claim for any incidental, indirect or consequential damages arising out of or connected in any way to the PROJECT or to this Agreement. This mutual waiver of certain damages shall include, but is not limited to, loss of use, loss of profit, loss of business, loss of income, loss of reputation and any other consequential damages that may be incurred from any cause of action including negligence, strict liability, breach of contract and breach of strict or implied warranty. Both CLIENT and CONSULTANT shall require similar waivers of consequential damages protecting all the entities or persons named herein in all contracts and subcontracts with others involved in this PROJECT.

**7.4** CLIENT agrees that any and all limitations of CONSULTANT's liability or waivers of damages by CLIENT to CONSULTANT shall include and extend to those individuals and entities CONSULTANT retains for performance of the services under this Agreement, including but not limited to CONSULTANT's officers, partners, and employees and their heirs and assigns, as well as CONSULTANT's subconsultants and their officers, employees, and heirs and assigns.

## 8. DISPUTE RESOLUTION

**8.1** In the event of a disagreement arising out of or relating to this Agreement or the services provided hereunder, CLIENT and CONSULTANT agree to attempt to resolve any such disagreement through direct negotiations between senior, authorized representatives of each party. If any disagreement is not resolved by such direct negotiations, CLIENT and CONSULTANT further agree to consider using mutually acceptable non-binding mediation service in order to resolve any disagreement prior to proceeding to litigation.

## 9. SITE ACCESS

**9.1** Right of Entry - Unless otherwise agreed, CLIENT will furnish right-of-entry on the land for CONSULTANT to make any surveys, borings, explorations, tests or similar field investigations. CONSULTANT will take reasonable precautions to limit damage to the land from use of equipment, but the cost for restoration of any damage that may result from such field investigations is not included in the agreed compensation for CONSULTANT. If restoration of the land is required greater than those included in the scope of work, upon mutual agreement this may be accomplished as a reimbursable additional service at cost plus ten percent.

**9.2** Damage to Underground Structures - Reasonable care will be exercised in locating underground structures in the vicinity of proposed subsurface explorations. This may include contact with the local agency coordinating subsurface utility information and/or a review of plans provided by CLIENT or CLIENT representatives for the site to be investigated. CONSULTANT shall be entitled to rely upon any information or plans prepared or made available by others. In the absence of physically confirmed underground structure locations, CLIENT agrees to accept the risk of damage and costs associated with repair and restoration of damage resulting from the exploration work.

## 10. OIL AND HAZARDOUS MATERIALS

**10.1** If, at any time, evidence of the existence or possible existence of asbestos, oil, or other hazardous materials or substances is discovered, outside of any agreed scope of work or greater than those anticipated in any agreed scope of work, CONSULTANT reserves the right to renegotiate the fees for CONSULTANT's services and CONSULTANT's continued involvement in the PROJECT. CONSULTANT will notify CLIENT as soon as practical if evidence of the existence or possible existence of such hazardous materials or substances is discovered.

**10.2** The discovery of the existence or possible existence of hazardous materials or substances, outside or greater than any proposed in the agreed scope of work, may make it necessary for CONSULTANT to take accelerated action to protect human health and safety, and/or the environment. CLIENT agrees to compensate CONSULTANT for the cost of any and all measures that in its professional opinion are appropriate to preserve and/or protect the health and safety of the public, the environment, and/or CONSULTANT's personnel. To the full extent permitted by law, CLIENT waives any claims against CONSULTANT and agrees to indemnify, defend and hold harmless CONSULTANT from any and all claims, losses, damages, liability, and costs, including but not limited to cost of defense, arising out of or in any way connected with the existence or possible existence of such hazardous materials substances at the site.

## 11. SITE INVESTIGATIONS

**11.1** In soils, groundwater, soil gas, indoor air, or other investigations, conditions may vary between successive test points and sample intervals and for locations at or between where observations, exploration, and investigations have been made. Because of the variability of conditions and the inherent uncertainties in such evaluations, explorations, or investigations, changed or unanticipated conditions may occur that may affect overall PROJECT costs and/or execution. These variable conditions and related impacts on cost and PROJECT execution are not the responsibility of CONSULTANT.

**11.2** CLIENT recognizes that special risks occur whenever engineering or related disciplines are applied to provide

information regarding subsurface conditions. Even an agreed sampling and testing program, implemented with appropriate equipment and personnel with the assistance of a trained professional performing in accordance with the applicable professional standard of care, may provide data or information which differs significantly from that discovered or encountered subsequently. Environmental, geological, and geotechnical conditions, that CONSULTANT may infer to exist between sampling points may differ significantly from those discovered or encountered subsequently. The passage of time also should be considered, and CLIENT recognizes that due to natural occurrences or direct, or indirect human intervention at or near the site, actual conditions may quickly change. CONSULTANT shall not be responsible for the identification of emerging contaminants for which no current regulatory provisions exists nor shall CONSULTANT be held liable for not identifying or discussing these compounds even if those compounds are detected at a later date. CLIENT realizes that these risks cannot be eliminated. The services included in this agreement are those agreed to, or selected, consistent with CLIENT's risk preferences and other considerations including cost and schedule.

**11.3** By authorizing CONSULTANT to proceed with the site investigation services, CLIENT confirms that CONSULTANT has not created nor contributed to the presence of any existing hazardous substances or conditions at or near the site. CLIENT recognizes that there is an inherent risk in drilling, borings, punching or driving probes, excavating trenches or implementing other methods of subsurface exploration at or near a site contaminated by hazardous materials. Further, CLIENT recognizes that these are inherent even through the exercise of the Standard of Care. CLIENT accepts the risk and agrees to defend, indemnify, and hold CONSULTANT and each of CONSULTANT's subcontractors, consultants, officers, directors, and employees harmless against and all claims for damages, costs, or expenses direct or consequential, in connection with a release of hazardous substances, except to the extent that such claims, damages, or losses are adjudicated to have resulted from CONSULTANT's gross negligence or willful misconduct in the performance of the services.

## 12. FEDERAL AND STATE REGULATORY AGENCY AUDITS

**12.1** For certain services rendered by CONSULTANT, documents filed with federal and state regulatory agencies may be audited after the date of filing. In the event that CLIENT's PROJECT is selected for an audit, CLIENT agrees to compensate CONSULTANT for time spent preparing for and complying with an agency request for information or interviews in conjunction with such audit. CLIENT will be notified at the time of any such request by an agency, and CONSULTANT will invoice CLIENT based on its standard billing rates in effect at the time of the audit.

## 13. CLIENT's RESPONSIBILITIES

**13.1** Unless otherwise stated in the Agreement, CLIENT will obtain, arrange, and pay for all notices, permits, and licenses required by local, state, or federal authorities; and CLIENT will make available the land, easements, rights-of-way, and access necessary for CONSULTANT's services or PROJECT implementation.

**13.2** CLIENT will examine CONSULTANT's studies, reports, sketches, drawings, specifications, proposals, and other documents and communicate promptly to CONSULTANT in the event of disagreement regarding the contents of any of the foregoing. CLIENT, at its own cost, will obtain advice of an attorney, insurance counselor, accountant, auditor, bond and financial advisors, and other consultants as CLIENT deems appropriate; and render in writing decisions required by CLIENT in a timely manner.

## 14. OPINIONS OF COST, FINANCIAL ANALYSES, ECONOMIC FEASIBILITY PROJECTIONS, AND SCHEDULES

**14.1** CONSULTANT has no control over cost or price of labor and materials required to implement CLIENT's PROJECT, unknown or latent conditions of existing equipment or structures that may affect operation or maintenance costs, competitive bidding procedures and market conditions, time or quality of performance by operating personnel or third parties, and other economic and operational factors that may materially affect the ultimate PROJECT cost or schedule. Therefore, CONSULTANT makes no warranty, expressed or implied, that CLIENT's actual PROJECT costs, financial aspects, economic feasibility, or schedules will not vary from any opinions, analyses, projections, or estimates which may be provided by CONSULTANT. If CLIENT wishes additional information as to any element of PROJECT cost, feasibility, or schedule, CLIENT at its own cost will employ an independent cost estimator, contractor, or other appropriate advisor.

## 15. CONSTRUCTION PHASE PROVISIONS

The following provisions shall be applicable should the CONSULTANT be retained to provide Construction Phase Services in connection with the PROJECT:

**15.1** CLIENT and Contractor - The presence of CONSULTANT's personnel at a construction site, whether as onsite representatives or otherwise, does not make CONSULTANT or CONSULTANT's personnel in any way responsible for the obligations, duties, and responsibilities of the CLIENT and/or the construction contractors or other entities, and does not relieve the construction contractors or any other entity of their respective obligations, duties, and responsibilities, including, but not limited to, all construction methods, means, techniques, sequences, and procedures necessary for coordinating and completing all portions of the construction work in accordance with the construction contract documents and for providing and/or enforcing all health and safety precautions required for such construction work.

**15.2** Contractor Control - CONSULTANT and CONSULTANT's personnel have no authority or obligation to monitor, to inspect, to supervise, or to exercise any control over any construction contractor or other entity or their employees in connection with their work or the health and safety precautions for the construction work and have no duty for inspecting, noting, observing, correcting, or reporting on health or safety deficiencies of the construction contractor(s) or other entity or any other persons at the site except CONSULTANT's own personnel.

**15.3** On-site Responsibility - The presence of CONSULTANT's personnel at a construction site is for the purpose of providing to CLIENT an increased degree of confidence that the completed construction work will conform generally to the construction documents and that the design concept as reflected in the construction documents generally has been implemented and preserved by the construction contractor(s). CONSULTANT neither guarantees the performance of the construction contractor(s) nor assumes responsibility for construction contractor's failure to perform work in accordance with the construction documents.

**15.4** Payment Recommendations - Recommendations by CONSULTANT to CLIENT for periodic construction progress payments to the construction contractor(s) are based on CONSULTANT's knowledge, information, and belief from selective observation that the work has progressed to the point indicated. Such recommendations do not represent that

continuous or detailed examinations have been made by CONSULTANT to ascertain that the construction contractor(s) have completed the work in exact accordance with the construction documents; that the final work will be acceptable in all respects; that CONSULTANT has made an examination to ascertain how or for what purpose the construction contractor(s) have used the moneys paid; that title to any of the work, materials, or equipment has passed to CLIENT free and clear of liens, claims, security interests, or encumbrances; or that there are no other matters at issue between CLIENT and the construction contractors that affect the amount that should be paid.

**15.5** Record Drawings - Record drawings, if required as part of CONSULTANT's agreed scope of work, will be prepared, in part, on the basis of information compiled and furnished by others, and may not always represent the exact location, type of various components, or exact manner in which the PROJECT was finally constructed. CONSULTANT is not responsible for any errors or omissions in the information from others that are incorporated into the record drawings.

**16. DESIGN WITHOUT CONSTRUCTION PHASE SERVICES**

The following provisions shall be applicable should the CONSULTANT be retained to provide design services but not be retained to provide Construction Phase Services in connection with the PROJECT:

**16.1** It is understood and agreed that the CONSULTANT's Scope of Services under this proposal does not include project observation or review of the Contractor's performance or any other construction phase services, and that such services will be provided by the CLIENT or others. The CLIENT assumes all responsibility for interpretation of the Contract Documents and for construction observation, and the CLIENT waives any claims against the CONSULTANT that may be in any way connected thereto.

**16.2** In addition, the CLIENT agrees, to the fullest extent permitted by law, to indemnify and hold harmless the CONSULTANT, its officers, directors, employees and subconsultants (collectively, CONSULTANT) against all damages, liabilities or costs, including reasonable attorney's fees and defense costs, arising out of or in any way connected with the performance of such services by other persons or entities and from any and all claims arising from modifications, clarifications, interpretations, adjustments or changes made to the Contract Documents to reflect changed field or other conditions, except for claims arising from the sole negligence or willful misconduct of the CONSULTANT.

**17. SCHEDULE**

**17.1** The CLIENT agrees that the CONSULTANT is not responsible for damages arising directly or indirectly from any delays for causes beyond the CONSULTANT's reasonable control. For purposes of this Agreement, such causes include, but are not limited to, strikes or other labor disputes; severe weather disruptions or other natural disasters, pandemics, or acts of God; fires, riots, war or other emergencies; failure of any government agency to act in timely manner; failure of performance by the CLIENT or the CLIENT's contractors or consultants.

**17.2** The CONSULTANT's schedule includes reasonable allowances for review and approval times required by the CLIENT, performance of services by the CLIENT's consultants, and review and approval times required by public authorities having jurisdiction over the PROJECT. This schedule shall be equitably adjusted as the PROJECT progresses, allowing for changes in scope, character or size of the PROJECT requested by the Client, or for delays or other causes beyond the Consultant's reasonable control.

**18. MISCELLANEOUS TERMS**

**18.1** GOVERNING LAW - The CLIENT and the CONSULTANT agree that this Agreement and any legal actions concerning its validity, interpretation and performance shall be governed by the laws of the jurisdiction where the PROJECT is located, without regard to any conflict of laws provisions, which may apply the laws of other jurisdictions.

**18.2** LENDERS' REQUIREMENTS- The CONSULTANT shall not be required to execute any documents subsequent to the signing of this Agreement that in any way might, in the sole judgment of the CONSULTANT, increase the CONSULTANT's contractual or legal obligations or risks, or adversely affect the availability or cost of its professional or general liability insurance.

**18.3** CORPORATE PROTECTION - Notwithstanding anything to the contrary contained herein, the CLIENT agrees that as the CLIENT's sole and exclusive remedy, any claim, demand or suit shall be directed and/or asserted only against the CONSULTANT, a Massachusetts corporation, and not against any of the CONSULTANT's individual employees, officers or directors.

**18.4** TITLES - The section headings used in this Agreement are intended principally for convenience and shall not be used in interpreting this Agreement or in determining any of the rights or obligations of the parties to this Agreement.

**18.5** Upon execution, these terms as incorporated into the accompanying proposal represent the final intent of the parties. Any modification, rescission, or waivers of these terms shall only be effective and binding if agreed to in writing by the parties.

**AGREEMENT FOR PROFESSIONAL SERVICES**
**BETWEEN**
**VANASSE HANGEN BRUSTLIN, INC.**
**AND**
**TOWN OF MASHPEE**

**PROPOSED 9-LOT SUBDIVISION**
**532 MAIN STREET MASHPEE, MASSACHUSETTS**

**VHB AGREEMENT NO. 86711.22**

**OCTOBER 19, 2022**

This Agreement is composed of Part I and Part II. Part I includes details of the services to be performed, timing of the services, and compensation. Part II (attached) contains the Terms and Conditions of Agreement, which are the general terms of the engagement between Town of Mashpee, hereinafter called the "Client," and Vanasse Hangen Brustlin, Inc. (VHB).

**PART I**

## PROJECT DESCRIPTION

Vanasse Hangen Brustlin, Inc. (VHB) will provide professional engineering services related to the proposed 9-lot subdivision located at 532 Main Street in Mashpee, Massachusetts.

## SCOPE OF SERVICES

### 1.0 TRANSPORTATION IMPACT ASSESSMENT

VHB will conduct a Transportation Impact Assessment (TIA) for the client. The study will be performed in accordance with standard ITE guidelines for traffic impact assessment and according to Town of Mashpee and State guidelines.

The traffic study for this project will include four intersections and will consider weekday morning and weekday evening peak hour traffic conditions. VHB anticipates the study area for this project to include the following intersections:

**Main Street (Route 130) at:**

- Echo Road
- Leamar Drive (proposed)/Baker's Road
- Sturgis Lane
- Nicoletta's Way

Should additional locations be required by the Town or interested parties, an amendment to this contract

will be necessary.

The following tasks will be completed in the development of the TIA:

### 1.1 Existing Conditions

- Review available prior studies for the area, including by other consultants, MassDOT, the Cape Cod Commission, the Town of Mashpee, and other recent in-house efforts.
- Visit the site to obtain information that can affect site access and traffic circulation.
- Gather physical and operating information for study area roadways which include:

  - Traffic volumes
  - Roadway geometry
  - Traffic operating parameters

- Conduct sight distance measurements at the proposed intersection of Main Street and Leamar Drive in accordance with AASHTO guidelines.
- Research and tabulate crash data available from the MassDOT Safety Management and Traffic Operations Unit for the study area intersections for the three most recent years; Calculate crash rates at each study area intersection based on standard MassDOT guidelines.
- Conduct manual turning movement/vehicle classification counts at the selected intersections on a typical weekday between 7 AM – 9 AM and 4 PM-6 PM.
- Conduct automatic traffic recorder (ATR) counts including volume and speed data for a period of 24 hours along Main Street adjacent to the site. This data will be collected concurrently with the manual turning movement counts. All traffic counts will be conducted by a vendor to VHB and as such will be passed along to the client as an expense. The estimated cost of counts is $2,100.
- Research available data to determine seasonal variations in traffic volumes.
- Develop Existing conditions traffic volume networks.

### 1.2 Future Conditions

- Research available data to determine historic growth in traffic volumes. VHB will also contact the Town to identify other projects that will affect traffic volumes in the area.
- Develop future No-Build conditions traffic volume networks.
- Perform Trip Generation calculations in accordance with Institute of Transportation Engineers (ITE) guidelines to determine the potential number

of vehicular trips that would be generated by the proposed development. Because specific building plans are not available, VHB will make assumptions for the potential buildout of the subdivision. VHB evaluate two development scenarios for review by the Town. Based on consultation with the Town, a single trip generation scenario will be carried forward for further analysis.

- Distribute the projected site traffic onto the local roadway network based on existing travel patterns and the efficiency of the existing roadway system.
- Add the project generated traffic volumes to the existing and future No-Build traffic volumes to establish the Build condition traffic volumes.

### 1.3 Capacity Analysis

- Assess volume-to-capacity (v/c) ratios and level of service (LOS) for existing and future conditions. The traffic analysis will be based on the existing roadway system and any planned roadway improvements. The extent and nature of any roadway deficiencies will be identified.
- The following analysis conditions will be examined for the weekday morning, evening, and Saturday midday peak hours.

  -- 2022 Existing conditions without the proposed project

  -- 2029 Future conditions without the proposed project (No-Build condition)

  -- 2029 Future conditions with the proposed project (Build condition)

### 1.4 Mitigation

- Delineate the scope and magnitude of any off-site improvements necessary to support the project. Conceptual mitigation plans can be developed if necessary. However, preparation of these plans will require an amendment to this agreement.

- Evaluate the adequacy of the on-site circulation pattern with respect to parking layout and building location, as well as fire, police, and emergency access. Discuss any relevant pedestrian access issues to/from the site.

### 1.5 Documentation

- Prepare a draft report summarizing the results of the analysis for client review and comment.
- VHB will prepare a final report, upon client review and approval of the draft report, which incorporates pertinent comments for use in the local approval process.

## 2.0 ZONING AND SUBDIVISION REVIEW

VHB will review the project proposal for consistency with Mashpee Zoning Bylaws, Subdivision Rules and Regulations, and Select Board curb cut policy. Because the extent of the comments is unknown at this time, this task only includes the one round of plan review. VHB will document the review in a technical memorandum for use by the Town of Mashpee.

## 3.0 PROJECT AND PUBLIC MEETINGS

VHB will participate in project calls, coordination, and meetings as necessary. Because the effort required is unknown at this time, VHB has established a budget for this task. VHB will charge against this budget as needed to support the project. Should additional time be necessary beyond the budget established, an amendment to this contract will be necessary.

## CLIENT-FURNISHED INFORMATION

It is understood that VHB will perform services under the sole direction of the client. In the performance of these services, VHB will coordinate its efforts with those of other project team members, and other consultants, as required. If available, the client shall provide VHB with project-related technical data including, but not limited to, the following:

- Project size/building program
- Access to the Property
- Existing Conditions Plan and Proposed Site Plan
- Existing Site Reports
- Prior traffic studies

VHB will rely upon the accuracy and completeness of client-furnished information in connection with the performance of services under this Agreement.

## SCHEDULE

VHB anticipates performance of engineering services, exclusive of client and local review, to be completed within the following time frame:

VHB will begin performance of the above services on the date written authorization to proceed. The schedule is also subject to timely delivery of information promised by the client and is exclusive of client and local review of interim products. If the client requests that work under this Agreement be stopped, the schedule is subject to renegotiation when written authorization to proceed is received.

| | | |
|---|---|---|
| **1.0** | **TRAFFIC IMPACT ASSESSMENT** | **4-6 weeks** |
| **2.0** | **ZONING AND SUBDIVISION REVIEW** | **4-6 weeks** |
| **3.0** | **PROJECT AND PUBLIC MEETINGS** | **As Required** |

## COMPENSATION

VHB will perform the Scope of Services contained in this Agreement on a time and expense basis at the standard hourly billing rates in effect at the time the work is performed. The Maximum Limit for Labor for this Scope of Services is $23,900 allocated approximately as follows:

| | | **Estimated Labor Fees** |
|---|---|---|
| **1.0** | **TRAFFIC IMPACT ASSESSMENT** | **$14,100** |
| **2.0** | **ZONING AND SUBDIVISION REVIEW** | **$6,800** |
| **3.0** | **PROJECT AND PUBLIC MEETINGS** | **$3,000** |
| | **TOTAL UPSET LIMIT FOR LABOR:** | **$23,900** |

In addition to the labor compensation, VHB shall be reimbursed for expenditures made specifically for the project such as: printing and reprographics; travel and subsistence; telephone charges; shipping, postage, and courier service charges; purchase of maps and similar documents; etc. These direct expenses will be billed at cost plus 10%. If subconsultants and subcontractors are engaged by VHB for this project and are, therefore, under contract to VHB, their services will be invoiced at 1.10 times their actual cost. This adjustment covers the additional expense of coordination/administration. In addition, as noted previously, traffic counts will be billed as a direct expense estimated at $2,100.

## SERVICES NOT INCLUDED

The following services are not anticipated and therefore, not included in this Agreement at this time:

- Peer review follow-on

- Meetings, in addition to those specified in the scope
- Additional traffic data collection beyond that identified

Should work be required in these areas, or areas not previously described, VHB will prepare a proposal or amendment, at the client's request, that contains the Scope of Services, fee, and schedule required to complete the additional work items.

**VANASSE HANGEN BRUSTLIN, INC. AUTHORIZATION RCH**

VHB assumes that this scope of work will be subject to the attached terms and conditions. We reserve the right to modify the scope if revisions to the terms or alternate terms are proposed.

By: Michael Regan, PE Digitally signed by Michael Regan, PE Date: 2022.10.19 14:45:49-04'00'

Print: Michael Regan

Title: Managing Director

Date: October 19, 2022

**CLIENT AUTHORIZATION**

The Town of Mashpee agrees with Part I, which includes the Scope of Services, Compensation, Schedule, and Part II, Terms and Conditions of Agreement (attached hereto and acknowledged as being received). Together they constitute the entire Agreement between Vanasse Hangen Brustlin, Inc. and the Town of Mashpee.

Total Upset Limit for Labor: $23,900

By: _____

Print: _____

Title: _____

Date: _____

**STANDARD TERMS AND CONDITIONS.** The engagement of VHB by Client is under the following terms and conditions. These terms and conditions are an integral part of the collective Agreement between Client and VHB.

**SCOPE OF SERVICES.** VHB shall perform the services set forth in the attached Scope of Services. Requests for additional services and any associated fee adjustment must be authorized in writing before additional services can begin.

**PERFORMANCE STANDARDS.** VHB's services require decisions that are not based upon science, but rather upon judgmental considerations. In the performance or furnishing of professional services hereunder, VHB, and those it is responsible for, shall exercise the degree of skill and care ordinarily exercised by similarly practicing professionals performing similar services under similar conditions in the same locality ("Standard of Care"). VHB shall be entitled to rely on the accuracy and completeness of data, reports, surveys, requirements, and other information provided by Client.

**SCHEDULE.** VHB shall perform its services as set forth in the Scope of Services as expeditiously as consistent with the Standard of Care and the orderly progress of the Work. VHB shall not be responsible for failure to perform or for delays in the services arising out of factors beyond the reasonable control or without the fault or negligence of VHB.

**PAYMENT.** The fee estimate for the proposed Scope of Services is valid for 60 days from the date of Proposal. All schedules set forth in the attached Scope of Services commence upon receipt of a signed Agreement and, if requested, a retainer. Retainers will be applied to the last invoice. A RETAINER OF $[ ] IS REQUIRED BEFORE SERVICES WILL COMMENCE.

Invoices will be rendered monthly and are due upon receipt. Any invoice unpaid more than 30 days after date of invoice will bear interest at 1-1/2 percent per month.

If Client fails to pay any invoice within 45 days of the date of invoice, VHB may, without waiving any other claim or right against Client or incurring any liability for delay, suspend the services until VHB has been paid in full. Sealed plans, final documents, reports, and attendance at meetings/hearings will not be provided unless payment for services is current.

If VHB is performing services for Client under multiple projects, payments must be current on all projects for services hereunder to continue. Client acknowledges VHB's right to suspend services and withhold plans and documents, as provided above, if any payments are overdue. If services are suspended for 30 days or longer, upon resuming services VHB shall be entitled to expenses incurred in the interruption and resumption of its services. If services are suspended for 90 days or longer, VHB shall be entitled to expenses incurred in the interruption and resumption of its services and fees for remaining services shall be equitably adjusted.

The parties agree to coordinate invoices to assure timely payment. At minimum, VHB's project manager and Client's representative will confer as often as necessary about any issues involving invoicing and collections. Client's representative will contact VHB's project manager forthwith upon receipt of an invoice about any questions or issues concerning invoiced amounts. If Client's representative and VHB's project manager are unable to resolve any questions or issues, Client's representative will line item any disputed or questionable amount and pay VHB. VHB, at its option, may revise and resubmit disputed amounts at a later date.

Should it become necessary to utilize legal or other resources to collect any or all monies rightfully due for services rendered under this Agreement, VHB shall be entitled to full reimbursement of all such costs, including reasonable attorneys' fees, as part of this Agreement.

**OWNERSHIP OF WORK PRODUCT.** All work products (whether in hard or electronic form) prepared by VHB pursuant to the Agreement are instruments of service with respect to the Project and are not authorized, intended or represented to be suitable for reuse by Client or others on extensions of the Project or on any other Project. Any reuse by Client or a third person or entity authorized by Client without written verification or adaptation by VHB for the specific application will be at Client's sole risk and without liability or legal exposure to VHB. Client shall release, defend, indemnify and hold harmless VHB from all claims, damages, losses and expenses, including attorneys' fees, arising out of or resulting therefrom. Any such verification or adaptation will entitle VHB to additional compensation at rates to be agreed upon by VHB and Client, third person, or entity seeking to reuse said documents.

Client recognizes that information recorded on or transmitted as electronic media, including CADD documents ("Electronic Documents") is subject to undetectable alteration, either intentional or unintentional, due to, among other causes, transmission, conversion, media degradation, software error, or human alteration. Accordingly, the Electronic Documents are provided to Client for informational purposes only and are not represented as suitable for any use or purpose.

VHB retains the copyright in all work products produced in connection with this Agreement, unless otherwise agreed to in writing by an authorized VHB representative. VHB licenses to Client on a non-exclusive basis the use of work products produced solely in connection with this Agreement. The license

may be revoked for any failure of Client to perform under this Agreement.

**CERTIFICATIONS.** VHB shall not be required to sign any documents, no matter by whom requested, that would result in VHB having to certify, guarantee or warrant the existence of conditions whose existence VHB cannot wholly ascertain. Any certification provided by VHB shall be so provided based on VHB's knowledge, information, and belief subject to the preceding sentence, and shall reflect no greater certainty than VHB's professional opinion developed through and consistent with the Standard of Care. VHB shall be compensated for any work necessary to assess project compliance with regulatory standards for purposes of such certification.

**INSURANCE.** VHB agrees to carry the following insurance during the term of this Agreement:

- Workmen's Compensation and Employer's Liability Insurance in compliance with statutory limits
- Comprehensive General Liability Insurance including Products Completed, Contractual, Property, and Personal Injury coverage with combined single limits of $1,000,000 per occurrence and $2,000,000 in the aggregate
- Professional Liability Insurance with a limit of $1,000,000 per claim and in the aggregate
- Automobile Liability Insurance including non-owned and hired automobiles with a combined single limit of $1,000,000 per occurrence

Certificates of insurance will be furnished upon request. If Client requires additional insurance coverage, and it is available, Client agrees to reimburse VHB for such additional expense.

**INDEMNITY.** Client and VHB shall at all times indemnify and save harmless each other, their officers, and employees on account of damages, losses, expenses, reasonable counsel fees, and compensation arising out of any claims for damages, personal injuries and/or property losses sustained by any person or entity, to the extent caused by the negligent acts, errors or omissions of the indemnifying party, its employees, or subcontractors in connection with the Project, and/or under this Agreement.

Client agrees to the fullest extent permitted by law, to indemnify and hold harmless VHB, its officers, employees and subconsultants from and against any and all claims, suits, demands, liabilities costs including reasonable attorneys' fees, and defense costs caused by, arising out of, or in any way connected with the detection, presence, handling, removal, abatement, or disposal of any asbestos or hazardous or toxic substances, products, or material that exist on, about, or adjacent to the job site.

**LIMITATION ON VHB'S RESPONSIBILITY AND JOBSITE SAFETY.** VHB will not be responsible for the acts or omissions of contractors or others at the Site, except for its own subcontractors and employees. Neither the professional activities of VHB nor the presence of VHB or its employees or subconsultants at a project site shall relieve the other parties on this project of their obligations, duties, and, including, but not limited to, construction means, methods, sequence, techniques, or procedures necessary for performing, superintending, and coordinating the Work in accordance with the contract documents and any health or safety precautions required by any regulatory agencies. VHB and its personnel have no authority to exercise any control over any construction contractor or its employees in connection with their work or any health or safety programs or procedures. Client agrees that Contractor shall be solely responsible for job site safety and warrants that this intent shall be carried out in Client's contract with Contractor.

**ALLOCATION OF RISK.** In recognition of the relative risks and benefits of the Project to both Client and VHB, the risks have been allocated such that Client agrees that to the fullest extent permitted by law, VHB's total liability in the aggregate to Client and any persons or entities claiming by, through or under Client, for any and all injuries, claims, losses, expenses, or damages whatsoever arising out of or in any way related to the Project and/or this Agreement from any cause or causes, including, but not limited to, VHB's negligence, errors, omissions, strict liability, statutory liability, indemnity obligation, breach of contract or breach of warranty shall not exceed the higher of $50,000 (fifty thousand dollars), or ten (10) percent of the compensation actually paid to VHB. Client and VHB may agree to a higher limitation of liability for an increased fee.

**DISPUTE RESOLUTION.** All questions in dispute under this Agreement shall be submitted to non-binding mediation as a condition precedent to the institution of legal proceedings. On the written notice of either party to the other of the election to submit any dispute under this Agreement to mediation, each party shall designate their representative and shall meet within ten (10) days after the service of the notice. The parties shall then attempt to resolve the dispute within ten (10) days of meeting. Should the parties be unable to agree on a resolution of the dispute, then the parties shall proceed with mediation in accordance with the mediation rules of the American Arbitration Association. The cost of mediation shall be borne equally by both parties. This Agreement shall be governed and construed in accordance with the laws of the Commonwealth of Massachusetts.

**LEGAL SUPPORT.** To the extent VHB is required to respond to any dispute resolution process, including, but not limited to, requests for document production, discovery or a request to appear in any deposition or legal proceeding, which is related to the Scope of Services but does not arise out of VHB's negligent

acts, errors or omissions, Client shall compensate VHB for all costs incurred by VHB, including reasonable attorneys' fees.

**DESCRIPTIVE HEADINGS AND COUNTERPARTS.** The headings contained in this Agreement are for convenience of reference only and shall not constitute a part hereof, or define, limit or in any way affect the meaning of any of the terms or provisions hereof. This Agreement may be executed in two or more counterparts, and any party hereto may execute any such counterpart, which, when executed and delivered, shall be deemed to be an original and all of such counterparts taken together shall be deemed to be one and the same instrument.

**EXCLUSIVE REMEDIES.** In the event that any dispute is not remedied through the alternative dispute resolution procedures set forth herein, all claims, actions, and rights of action arising from or relating in any way to this Agreement or the services performed thereunder, whether in contract, tort, indemnity and all other rights of action whatsoever, shall be filed in a court of competent jurisdiction within three years of the completion of such services, or all such claims, actions and rights of action shall be waived. Recovery under this Agreement shall be limited by the parties' agreement on Allocation of Risk and the remainder of this section.

Notwithstanding any other provision of this Agreement, neither party shall be liable to the other for any liquidated, incidental, special, indirect or other consequential damages incurred, regardless of the nature of the cause or whether caused by Client or VHB, or their employees, subconsultants, or subcontractors. Consequential damages include, without limitation, loss of use, loss of profits, loss of production, or business interruption; however, the same may be caused.

VHB and Client waive all claims against each other arising out of or related to this Agreement or the services to the extent that losses, damages, and liabilities associated with such claims have been compensated by the proceeds of property insurance or any other insurance policy.

VHB makes no warranties or guarantees, express or implied, under this Agreement or any other contract document with respect to its provision of professional services. In entering into this Agreement, Client has relied only upon the representations set forth in this Agreement. No verbal warranties, representations, or statements shall be considered a part of this Agreement or a basis upon which Client relied in entering into this Agreement.

**NO THIRD PARTY BENEFICIARIES.** Nothing contained in this Agreement shall create a contractual relationship with, or a cause of action in favor of, a third party against either Client or VHB. In addition, nothing herein shall be construed as creating a contractual relationship between Client and any VHB employee, representative, or consultant. Client agrees that in the event of a dispute regarding this Agreement or the services rendered by VHB hereunder, Client shall only seek recourse against VHB and waives any right to pursue a claim against VHB's individual directors, officers or employees.

VHB's commitments as set forth in this Agreement are based on the expectation that all of the services described in this Agreement will be provided. In the event Client later elects to reduce VHB's Scope of Services, Client hereby agrees to release, hold harmless, defend, and indemnify VHB from any and all claims, damages, losses or costs associated with or arising out of such reduction in services.

**SEVERABILITY.** The invalidity or unenforceability of any provisions of this Agreement shall not affect the validity or enforceability of any other provision of this Agreement, which shall remain in full force and effect.

**TAXES.** Any taxes or fees, enacted by local, state, or federal government and based on gross receipts or revenues, will be invoiced to and payable by Client as an additional amount due under this Agreement.

**PROJECT SPECIFIC PROVISIONS.** To the extent the Scope of Services involves any of the following services/geographies, the following general provisions apply accordingly:

**AMERICANS WITH DISABILITIES ACT (ADA).** Client understands and agrees that ADA standards are evolving and subject to varying, potentially contradictory interpretations and applications. VHB will use its reasonable professional efforts and judgment to interpret applicable ADA requirements and other federal, state and local laws, rules, codes, ordinances, and regulations as they apply to the project. VHB cannot and does not warrant or guarantee that Client's Project will comply with all ADA requirements or ADA interpretations or other applicable regulatory interpretations.

**CLIMATE CHANGE/FLOOD ANALYSIS.** Consultant shall not be responsible or liable for any damages, losses, litigation, expenses, counsel fees and compensation arising out of any claims, damages, personal injuries and/or property losses related to flooding conditions whether directly or indirectly due to flood water damage, and Client shall at all times indemnify and hold harmless VHB, its respective officers, agents and employees on account of any related claims, damages, losses, expenses and counsel fees related thereto.

**CONSTRUCTION PHASE SERVICES**

**SITE VISITS.** VHB shall make periodic site visits upon the request of Client or as otherwise agreed in writing by Client and VHB for

the limited purpose of determining whether work is in general conformance with VHB's plans and specifications. Such visits are not intended to be an exhaustive check or a detailed inspection of Contractor's work. VHB shall not supervise or have control over Contractor's work nor have any responsibility for construction ways, means, methods, techniques, sequences, or procedures selected by Contractor nor for Contractor's safety precautions or programs in connection with the Work.

**SHOP DRAWINGS.** VHB's review and approval of submittals such as shop drawings, product data, samples, and other data, shall be for the limited purpose of checking for conformance with the design concept and the information in VHB's documents. This review shall not include review of the accuracy or completeness of details, such as quantities, dimensions, weights or gauges, fabrication processes, construction means or methods, coordination of the work with other trades, or construction safety precautions, all of which are the sole responsibility of Contractor and other unrelated parties. Review of a specific item shall not indicate that VHB has reviewed the entire assembly of which the item is a component. VHB shall not be responsible for any deviations from VHB's documents or other documents that are not brought to the attention of VHB in writing by Contractor. VHB shall not be required to review partial submissions or those for which submission of correlated items have not been received.

**GEOTECHNICAL SERVICES.** Client understands that VHB does not perform geotechnical services directly and, if requested, will retain a geotechnical subconsultant on behalf of Client, and VHB shall rely on the accuracy and completeness of data furnished as if the geotechnical services were contracted directly through Client.

**TANK INSPECTION.** Client will provide VHB with available underground storage tank (UST) documentation as necessary. VHB assumes that the documentation and site plans will be in order, be complete and meet regulatory compliance standards. VHB's inspection services are to fulfill regulatory requirements and do not include invasive testing or equipment calibration and testing. Accordingly, Client expressly agrees that VHB shall have no liability for equipment functioning or malfunctioning, product releases or spills.

**LSP SERVICES – PROJECTS LOCATED IN MASSACHUSETTS.** In accordance with the Massachusetts General Laws Chapter 21E, the performance of the services contained in this Agreement may require the engagement of a Licensed Site Professional (LSP) registered with the Commonwealth of Massachusetts under Massachusetts General Law Chapter 21A and the regulations promulgated by the Massachusetts Department of Environmental Protection (MADEP) thereunder (collectively the LSP Program). These laws and regulations place upon the LSP certain professional obligations owed to the public, including in some instances a duty to disclose the existence of certain environmental contaminants to the MADEP. In the event that any site for which VHB has provided LSP services is audited by MADEP pursuant to the provisions of the Massachusetts Contingency Plan, VHB shall be entitled to additional compensation to provide such services as may be necessary to assist Client in its response to MADEP.

Client understands and acknowledges that in the event the LSP's obligations under the LSP Program conflict in any way with the terms and conditions of this Agreement or the wishes or intentions of Client, the LSP is bound by law to comply with the requirements of the LSP Program. Accordingly, Client recognizes that the LSP shall be immune for all civil liability resulting from any alleged and/or actual conflict with the LSP Program. Client also agrees to hold VHB and its LSP harmless for any claims, losses, damages, fines, or administrative, civil, or criminal penalties resulting from the LSP's fulfillment of its obligations under the LSP Program.

**PROJECTS LOCATED IN FLORIDA. FLORIDA STATUTES SECTION 558.0035 (2013), AN INDIVIDUAL EMPLOYEE OR AGENT MAY NOT BE HELD INDIVIDUALLY LIABLE FOR ECONOMIC DAMAGES RESULTING FROM NEGLIGENCE OCCURRING WITHIN THE COURSE AND SCOPE OF THIS AGREEMENT.**

# VHB HOURLY BILLING RATES

| BILLING CODE | LABOR CATEGORY | HOURLY RATE |
|---|---|---|
| 010 | Technical/Professional 01 | $55 |
| 020 | Technical/Professional 02 | $65 |
| 030 | Technical/Professional 03 | $75 |
| 040 | Technical/Professional 04 | $85 |
| 050 | Technical/Professional 05 | $95 |
| 060 | Technical/Professional 06 | $110 |
| 070 | Technical/Professional 07 | $120 |
| 080 | Technical/Professional 08 | $130 |
| 090 | Technical/Professional 09 | $140 |
| 100 | Technical/Professional 10 | $150 |
| 110 | Technical/Professional 11 | $160 |
| 120 | Technical/Professional 12 | $170 |
| 130 | Technical/Professional 13 | $180 |
| 140 | Technical/Professional 14 | $185 |
| 150 | Technical/Professional 15 | $190 |
| 160 | Technical/Professional 16 | $200 |
| 170 | Technical/Professional 17 | $210 |
| 180 | Technical/Professional 18 | $220 |
| 190 | Technical/Professional 19 | $230 |
| 200 | Technical/Professional 20 | $240 |
| 210 | Technical/Professional 21 | $250 |
| 220 | Technical/Professional 22 | $260 |
| 230 | Technical/Professional 23 | $270 |
| 240 | Technical/Professional 24 | $290 |
| 250 | Technical/Professional 25 | $300 |
| 260 | Technical/Professional 26 | $300 |
| 310 | Technical/Support 1 | $55 |
| 320 | Technical/Support 2 | $65 |
| 330 | Technical/Support 3 | $75 |
| 340 | Technical/Support 4 | $85 |
| 350 | Technical/Support 5 | $95 |
| 500 | Court Testimony Starts at | $355 |

**Reimbursable and subconsultant expenses are billed at cost plus 10%.**

# 523 Main Street Development Proposal

To The Planning Board Members

I am against The curb cut on 523 Main ST, for this reason,

- is within 150 ft. of the existing intersection with Nicolettas Way
- is in very close proicty to many residential driveways
- the proposed road will exit onto the exact location where the bike path begins on the south side of Route 130. have you ever tried to cross 130 at this location - Impossible,

I have lived at 567 Main St for at least 49 yrs. I have seen how much traffic has become.
the bike path is used with a lot of children on bikes, people walking there dogs, runners,
If you put a curb cut there, Then it will be a danger to everyone that uses the bike path.
"Please Don't" okay curb cut.

Janet Tiexeira

To: Mashpee Planning Board
Town Manager: Rodney Collins
Select Board Chair: Carol Sherman

We understand there is a proposal to build a new road at or near 532 Main St with a possible curb cut onto Rte 130, for the purpose of creating nine commercial and industrial lots.

We are concerned about the proximity of this proposed road to two intersections that already get very busy, Nicoletta's Way and Echo Rd. We are very concerned for the safety of walkers, joggers, and bicycle riders who have to cross Rte 130 near there in order to continue on the bike path. With extra vehicles entering and exiting Rte 130, as this project would create, the likelihood of accidents would increase.

We live on Sturgis Ln and are very grateful for the bike path. We use it regularly along with many others who use it for exercise and to access Heritage Park, the dog park, etc. It is already challenging to cross Rte 130 at Sturgis Ln/Bakers Rd with the current amount of vehicle traffic there.
What would happen to the cross walk that is currently there? Would the bike path be extended on one side of Rte 130? Which side?

We also understand the proposed parcel of land requested for development is within the Mashpee National Wildlife Refuge, designated as a Significant Natural Resource Area, is an important habitat for wildlife and is also a potential future water supply area.
Residents of our abutting neighborhood and the town need answers and more information about all of this. There seems to be many reasons not to build a road and subdivision in this area.

Please, for safety reasons, do not give approval to the DPW to make this curb cut.
It would be a great loss to our neighborhood in particular and the many other neighborhoods and individual homeowners along the bike path from Pickerel Cove to Stratford Ponds.

Sincerely,

Donna McCuish, 22 Sturgis Ln
Michael Shelton, 10 Sturgis Ln
Gennady Konnikov, 16 Sturgis Ln.

# 523 Main Street Development Proposal

Jonathan Small[redacted]
Mon 5/2/2022 5:53 PM
To: Evan Lehrer <ELehrer@mashpeema.gov>

**WARNING! EXTERNAL EMAIL:** : This message originated outside the Town of Mashpee mail system and could be **harmful** . PLEASE DO NOT CLICK ON LINKS OR ATTACHMENTS unless you are absolutely certain the content is safe.

Dear Mashpee Planning Board,

I'm writing to you with significant concerns about the proposal to build a new road with curb cut on Route 130 to service nine lots to be developed at 523 Main Street. There are many complex safety, environmental and access issues to consider with this proposal. Among them:

- The proximity of the proposed curb cut to the existing intersection with Nicoletta's Way (within 150 feet).
- Why do we need to build a completely new road when the parties should/could find a way to use Nicoletta's Way instead?
- What are the implications for the existing crosswalk on the bike path/sidewalk? This would need to be relocated...to where?
- There would be too many intersections in close proximity to one another on a busy road and near the playground.
- This would become an extremely busy intersection, creating general safety concerns about confluence of traffic flow, both on the road and the bike path, and significantly increasing the traffic on Route 130 and around the neighborhood.

As an abutter to this property, I strongly urge the Board to consider all of these issues and the concerns expressed by neighbors before proceeding with this proposal.

Thank you for listening.

Jonathan Small
40 Sturgis Lane

# Fw: 523 Main Street Development Proposal

Jennifer M. Thomas <jmthomas@mashpeema.gov>
Mon 10/17/2022 2:06 PM
To: Jennifer M. Thomas <jmthomas@mashpeema.gov>

**From:** Jonathan Sma[redacted]
**Sent:** Sunday, October 16, 2022 3:03 PM
**To:** Evan Lehrer <ELehrer@mashpeema.gov>
**Subject:** 523 Main Street Development Proposal

**Attention!:** : Links contained herein may not be what they appear to be.☠. Please verify the link before clicking! Ask IT if you're not sure.

Dear Mashpee Planning Board,

I'm writing to you with significant concerns about the proposal to build a new road with curb cut on Route 130 to service nine lots to be developed at 523 Main Street. There are many complex safety, environmental and access issues to consider with this proposal. Among them:

- The proximity of the proposed curb cut to the existing intersection with Nicoletta's Way (within 150 feet).
- Why do we need to build a completely new road when the parties should/could find a way to use Nicoletta's Way instead?
- What are the implications for the existing crosswalk on the bike path/sidewalk? This would need to be relocated...to where?
- There would be too many intersections in close proximity to one another on a busy road and near the playground.
- This would become an extremely busy intersection, creating general safety concerns about confluence of traffic flow, both on the road and the bike path, and significantly increasing the traffic on Route 130 and around the neighborhood.

As an abutter to this property, I strongly urge the Board to consider all of these issues and the concerns expressed by neighbors before proceeding with this proposal.

Thank you for listening.

Jonathan Small
40 Sturgis Lane

**ARDEN RUSSELL**
**32 STURGIS LANE, MASHPEE, MA. 02649**
[redacted]

May 2, 2022

Dear Mashpee Planning Board:

I am writing regarding the proposed subdivision plan at 532 Main Street which is on the May 4, 2022 Planning Board agenda.

I am abutter to this property.

When I first learned of the proposed subdivision, I was concerned about the possible curb cut onto Rte 130 but then, as I did some more research, I discovered the important environmental value of the parcel and that there are actually many additional issues that need evaluation.

532 Main Street is an 18 acre undisturbed, unfragmented forest and is therefore identified as a Significant Natural Resource Area (SNRA). Unfragmented forests are important habitats for wildlife.

This parcel s within the boundaries of the Mashpee National Wildlife Refuge.

The parcel is located in a sensitive watershed that discharges to the Mashpee River which, as we all know, if currently a degraded water body due to nutrient overload. It is also in a potential public water supply area.

This parcel abuts Route 130 - Main Street- which is a regional roadway carrying high volumes of traffic. Route 130 is gateway into the Town of Mashpee.

The Select Board has guidelines for approval of curb-cuts. Guideline # 10 States: " Do not permit curb cuts within 200 feet of an intersection" . This proposal is within 150 feet of another very busy intersection.

Additionally, there are a number of residential driveways also in close proximity to the proposed curb cut and two addtional intersections with heavy, industrial traffic.

This proposed curb cut will exit directly at the location where the bike path crosses from east side to west side of Rte130; this crosswalk is already, currently nearly impossible to cross safely.

For these reasons, an additional curb cut will create an unsafe situation on Mashpee's Main Street.

Policy # 10 F "recommends additional technical review by a consutlant for curb cuts that will generate more than 30 vehicle trips per day"; this curb cut clearly will.

When and by whom will this consultant review be initiated? This review should be conducted and the findings considered by the Planning Board PRIOR to issuing approval of the subdivision road.

Most importantly, the Guidelines state : "A permit will be granted if the proposed work is in the best interest of the Town and its inhabitants.". Approval of this subdivision with a curb cut onto Rte 130 is definately **not** in the community's best interest.

This property has a regulatory history that was not discussed or even mentioned at the prior meeting. In 2002, 2.7 acres of this parcel were illegally clear cut. As such, there was a Cape Cod Commission Development of Regional Impact decision; this decision required "mitigation for the impacts of clear cutting 2.7 acres of land through the preservation of 4 acres of open space".

**Based on my research, it is evident this preservation of open space was never completed!**

The DRI decision states (G6A): "A Certificate of Compliance from the Cape Cod Commission shall be obtained by the applicant prior to the sale or conveyance of any lot, or prior to the issuance of any local permits". The parcel was conveyed in February 2010 without a Certificate of Compliance.

This community cannot talk about the severity of our degraded waterways while at the same time allowing additional development that negatively impacts and exacerbates the situation. Development proposals must be reviewed in a coordinated, comprehensive way to determine if it is in the best interest of the Town rather than the best interest of the developers bank account.

The facts of this proposal clearly speak for themsleves: this subdivision should not be approved.

Sincerely,

*Arden Russell*

Arden Russell

Sturgis Lane

**ARDEN RUSSELL**
**32 Sturgis Lane, Mashpee, MA 02649**
[redacted]

October 17, 2022

Mashpee Planning Board
16 Great Neck Road North
Mashpee, MA. 02649

Dear Planning Board Members:

I am writing regarding the application before you for a 9 lot subdivision at 532 Main Street, Mashpee.

As the portion of the property with access onto Main Street is in a C3 District, the proposed subdivision is subject to 174-40 "Access ways in Non-Residential Districts". Section 174-40 states that "there shall be required a minimum separation of two hundred (200') feet between the centerline of any access way to Routes 28, 151 or 130 or to Great Neck Road North and any other such access way or to the sideline of any street intersecting said roadways."

The 532 Main Street subdivision proposal clearly does not meet this requirement. There are two access ways significantly less than 200 feet from the road proposed to serve this subdivision - Sturgis Lane and Baker's Road.

As the subdivision proposed at 532 Main Street does not comply with Zoning Section 174-40, the Planning Board must not grant approval.

Should you have any questions regarding this matter, do not hesitate to contact me.

Sincerely,

Arden Russell

Arden Russell
Sturgis Lane

Town of Mashpee

Planning Board

16 Great Neck Road North
Mashpee, Massachusetts 02649

# APPLICATION FOR SPECIAL PERMIT MODIFICATION

Date received by Town Clerk:_____ Town Clerk Signature / Seal: _____

The undersigned hereby applies for a Modification of the Special Permit approved by the Mashpee Planning Board on October 6, 1989 for a project entitled Spring Hill West Subdivision.

The original Special Permit and any Modifications have been recorded in the Barnstable County Registry of Deeds at the following Book(s) and Page(s): Book 8701, Page 212; Book 8701, Page 220 and Book 8701, Page 222.

Name of Applicant Pleasantwood Homes, LLC c/o Christopher J. Kirrane, Esq. Phone c/o DKM&G (508) 477-6500

Address 133 Falmouth Road, P. O. Box 560, Mashpee, MA 02649

Owner, if different _____ Phone _____

Address _____

*Attach copies of (a) most recent recorded deed and (b) tax bill or Assessors' certification.*
Deed of property recorded in Barnstable County Registry Book 34366 Page 213 and 276
or Land Court Certificate of Title No. _____

Location and description of property: Approximately 6.024 acres of residentially zoned, vacant land at the end of the Tudor Terrace cul de sac and Lots 40, 41 and 42 as shown on the Spring Hill West Subdivision Plan.

Mashpee Assessors Map(s) and Block(s): Map 29, Parcel 198, Map 29, Parcel 66, Map 29, Parcel 167 and Map 29, Parcel 168
Zoning District(s) in which property is located: R-5

How long have you owned the property? Since August 9, 2021
Section(s) of the Zoning Bylaw which require(s) the permit you seek: Section 174-47

Present use of property: Vacant and Residential

Description of proposed modification (*attach plans and documents as required by the Zoning By-law and Special Permit Regulations*):
Applicant seeks to modify existing Lots 40, 41 and 42 as shown on the Spring Hill West Subdivision and lot shown on Mashpee Assessor's Map as Map 29, Parcel 198 to modify three existing/approved residential lots and create three additional residential lots.

Signature of Owner or Authorized Representative _____

*Attach written authorization signed by owner.*

MASHPEE TOWN CLERK
SEP 2 '22 PM 1:42

Town of Mashpee

Planning Board

16 Great Neck Road North
Mashpee, Massachusetts 02649

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*Attach written authorization signed by owner.*

MASHPEE TOWN CLERK
SEP 2 '22 PM 1:42

Bk 34366 Pg213 #52471
08-09-2021 @ 11:25a

# QUITCLAIM DEED

**DANIEL E. MARSTERS, TRUSTEE OF DJM REALTY TRUST, u/d/t dated February 15, 2008, registered with the Barnstable County Registry District of the Land Court as Document No. 1,083,488,** of 10 Pleasantwood Drive, Forestdale, MA 02644

For consideration of **LESS THAN ONE HUNDRED AND NO/100 DOLLARS ($100.00) PAID**

Grant to **PLEASANTWOOD HOMES, LLC,** of 10 Pleasantwood Drive, Forestdale, MA 02644

WITH QUITCLAIM COVENANTS

The land with the buildings and improvements thereon in Mashpee, County of Barnstable, Commonwealth of Massachusetts, and described as follows:

Being shown as **LOT 2** on a plan of land entitled "Plan of Land located in Mashpee – Mass. Prepared for Rudolf E. Deas, Scale: 1" = 60 ft., Date: December 1, 2003, by Ferreira Associates, 161A Worcester Court, Falmouth, Mass. 02540" recorded with the Barnstable County Registry of Deeds in Plan Book 587, Page 72.

The Grantor hereby ratify and confirm that the property is vacant land and that there are no persons or parties entitled to the homestead protection pursuant to M.G.L. ch. 188 in and to the property conveyed.

For title see deed dated March 31, 2021, and in the Barnstable County Registry of Deeds in Book 33973, Page 225.

**PROPERTY ADDRESS: 20 TUDOR TERRACE, MASHPEE, MA 02649**

Executed as a sealed instrument this 5th day of August, 2021.

**DJM REALTY TRUST**

Trustee

**DANIEL E. MARSTERS, TRUSTEE**

**COMMONWEALTH OF MASSACHUSETTS**

County of Barnstable, ss

On this 5 day of AUGUST, 2021, before me, the undersigned notary public, personally appeared DANIEL E. MARSTERS, TRUSTEE AS AFORESAID, and proved to me through satisfactory evidence of identification which was, ONLINE NOTARY to be the person whose name is signed on the preceding document, and who swore or affirmed to me that the contents of the document are truthful and accurate to the best of his knowledge and belief, and acknowledged to me that he signed it voluntarily and for its stated purpose.

SEAN F. EAGAN
COMM. EXPIRES
AUGUST 23, 2024
NOTARY PUBLIC
COMMONWEALTH
MASSACHUSETTS

Notary Public:
My Commission Expires:

# TRUSTEE CERTIFICATE

**I, DANIEL E. MARSTERS, TRUSTEE OF DJM REALTY TRUST, u/d/t dated February 15, 2008, and registered with the Barnstable County Registry District of the Land Court as Document No. 1,083,488,** of 10 Pleasantwood Drive, Forestdale, MA 02644, state the following:

1. I am fully authorized under the terms of the Trust to conduct solely the herein referenced transaction;

2. I have been authorized by all of the beneficiaries (none of whom are minors, incompetent, or a corporation) to transfer the property located at 20 Tudor Terrace, Mashpee, MA 02649 for a sale price of less than $100.00 to Pleasantwood Homes, LLC;

3. I am the sole and current Trustee of the Trust;

4. The Trust is in full force and existence;

5. There are no other alterations or amendments to said Trust and there are no facts which constitute conditions precedent to acts by the Trustee or are in any other manner germane to affairs of the Trust.

Signed under the pains and penalties of perjury 5th day of August, 2021.

DANIEL E. MARSTERS, TRUSTEE

**COMMONWEALTH OF MASSACHUSETTS**

County of Barnstable, ss

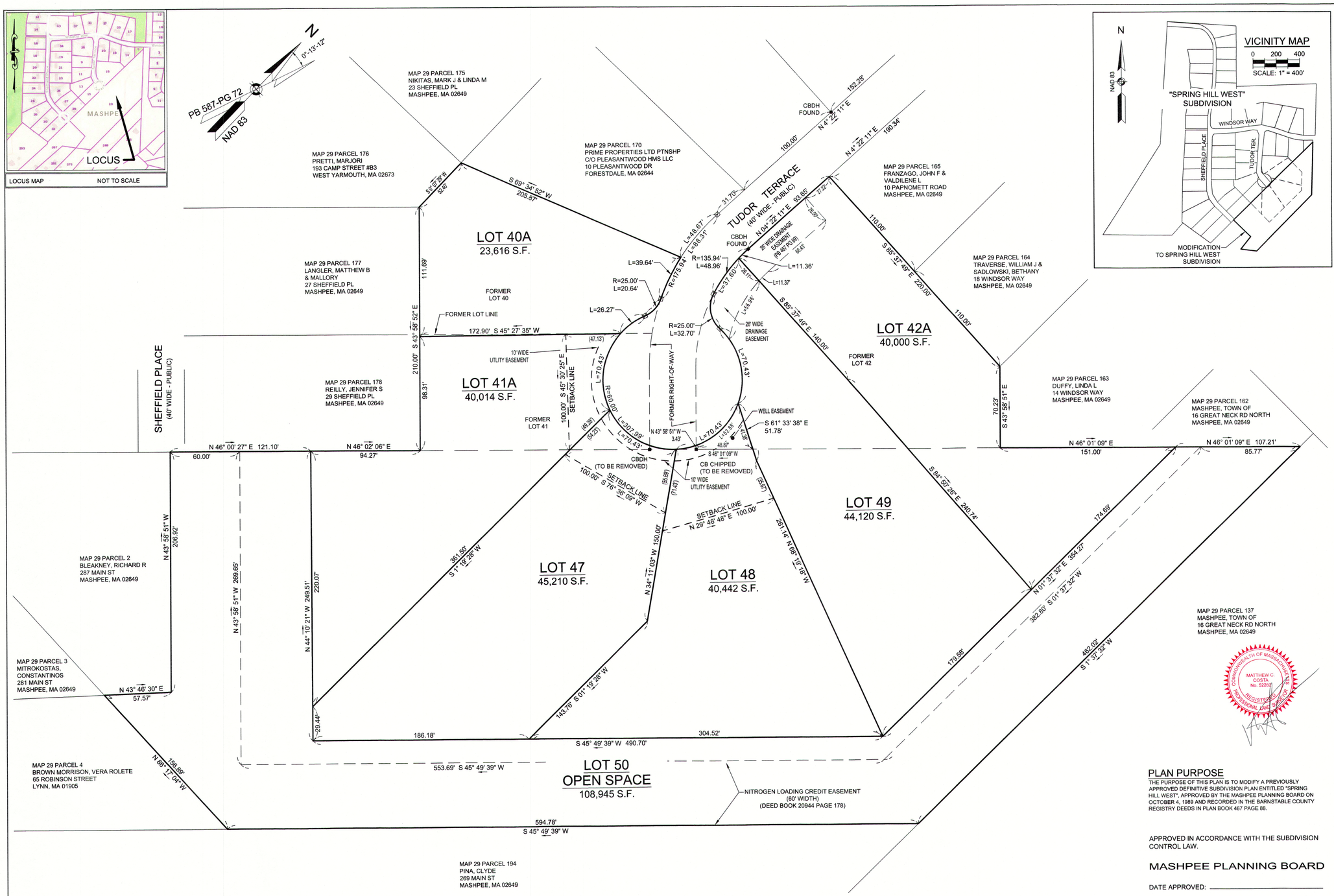
On this 5 day of AUGUST, 2021, before me, the undersigned notary public, personally appeared the said DANIEL E. MARSTERS, TRUSTEE AS AFORESAID, and proved to me through satisfactory evidence identification, which was DRIVER'S LICENSE and acknowledged to me that he signed it voluntarily and for its stated purpose and that he signed the foregoing instrument in his free act and deed.

SEAN F. EAGAN
MY COMM. EXPIRES
AUGUST 23, 2024
NOTARY PUBLIC
COMMONWEALTH OF MASSACHUSETTS

Notary Public:
My commission expires:

JOHN F. MEADE, REGISTER
BARNSTABLE COUNTY REGISTRY OF DEEDS
RECEIVED & RECORDED ELECTRONICALLY

LOCUS MAP NOT TO SCALE







## FOR REGISTRY USE ONLY

I HEREBY CERTIFY THAT THIS PLAN DOES CONFORM WITH THE REQUIREMENTS FOR RECORDING OF PLANS IN THE REGISTRY OF DEEDS.

MATTHEW C. COSTA P.L.S. DATE 8/30/22

I CERTIFY THAT THIS PLAN AND SURVEY CONFORMS TO THE ETHICAL, PROCEDURAL AND TECHNICAL STANDARDS FOR THE PRACTICE OF LAND SURVEYING IN THE COMMONWEALTH OF MASSACHUSETTS.

MATTHEW C. COSTA P.L.S. DATE 8/30/22

I HEREBY CERTIFY THAT THIS PLAN WAS MADE IN ACCORDANCE WITH THE MASHPEE SUBDIVISION REGULATIONS, WITH LAND COURT STANDARDS OF ACCURACY AND THAT THE PERMANENT POINTS SHOWN ON THE PLAN ARE IN EXISTENCE ON THE GROUND.

MATTHEW C. COSTA P.L.S. DATE 8/30/22

## GENERAL NOTES

LOCATIONS ARE BASED ON AN "ON THE GROUND" INSTRUMENT SURVEY AND ELEVATIONS BASED ON THE NAVD 1988 DATUM. COORDINATE SYSTEM USED IS THE MA-MAINLAND COORDINATE SYSTEM. DATUM: NAD 83, UNITS: U.S. SURVEY FEET.

ZONING DISTRICT: R-5

PROPERTY IS LOCATED WITHIN AN AREA HAVING A ZONE DESIGNATION OF MINIMAL FLOOD HAZARD ZONE X BY THE FEDERAL EMERGENCY MANAGEMENT AGENCY (FEMA), ON FLOOD INSURANCE RATE MAP NO. 25001C058J, WITH A MAP EFFECTIVE DATE OF JULY 16, 2014.

THIS LOT IS LOCATED WITHIN A DEP APPROVED ZONE II WELLHEAD PROTECTION AREA.

THIS LOT IS NOT MAPPED WITHIN A MESA NATURAL HERITAGE AND ENDANGERED SPECIES AREA.

DEED REFERENCE: BOOK 34366 PAGE 213

PLAN REFERENCE: BOOK 587 PAGE 72
BOOK 467 PAGE 89
BOOK 669 PAGE 39

OWNER: DANIEL E. MARSTERS
PLEASANTWOOD HOMES, LLC
10 PLEASANTWOOD DRIVE
FORESTDALE, MA 02644

0 20 40 80
SCALE: 1" = 40'

NOTICE
THIS PLAN MAY NOT BE ADDED TO, DELETED FROM, OR ALTERED IN ANY WAY BY ANYONE OTHER THAN CAPE & ISLANDS ENGINEERING, INC.

UNLESS AND UNTIL SUCH TIME AS AN ORIGINAL (RED) STAMP APPEARS ON THIS PLAN NO PERSON OR PERSONS, MUNICIPAL OR PUBLIC OFFICIAL MAY RELY UPON THE INFORMATION CONTAINED HEREIN; AND THIS PLAN REMAINS THE PROPERTY OF CAPE AND ISLANDS ENGINEERING, INC.

*COPYRIGHT (C) BY CAPE & ISLANDS ENGINEERING, INC. ALL RIGHTS RESERVED*

COMMONWEALTH OF MASSACHUSETTS
MATTHEW C. COSTA
No. 52282
REGISTERED PROFESSIONAL LAND SURVEYOR

## PLAN PURPOSE

THE PURPOSE OF THIS PLAN IS TO MODIFY A PREVIOUSLY APPROVED DEFINITIVE SUBDIVISION PLAN ENTITLED "SPRING HILL WEST", APPROVED BY THE MASHPEE PLANNING BOARD ON OCTOBER 4, 1989 AND RECORDED IN THE BARNSTABLE COUNTY REGISTRY DEEDS IN PLAN BOOK 467 PAGE 88.

APPROVED IN ACCORDANCE WITH THE SUBDIVISION CONTROL LAW.

## MASHPEE PLANNING BOARD

DATE APPROVED: _____

DATE SIGNED: _____

## LEGEND

- ■ CB ---------- CONCRETE BOUND FOUND
- ⊡ ---------- CONCRETE BOUND TO BE SET
- ■ SB ---------- STONE BOUND
- ◎ RC ---------- ROD CAP
- ○ IP ---------- IRON PIPE
- (XX.XX) ---------- DISTANCE TO SETBACK

## CLUSTER FORMULA

| | 1989 APPROVED | 2022 ADDITIONAL | 2022 TOTAL |
|---|---|---|---|
| TOTAL AREA = | 44.357 AC. | 6.024 AC. | 50.381 AC. |
| NO WETLANDS | | | |
| TOT. AREA OF ROADS = | 3.274 AC. | 0.000 AC. | 3.274 AC. |
| USEABLE LAND = | 41.073 A. | 6.024 AC. | 47.107 A. |
| TOTAL LOTS SHOWN | 44 | | 47 |
| TOTAL AREA OF LOTS | 23.738 AC | | 2.423 AC |
| TOTAL OPEN SPACE | 17.153 AC. | 2.498 A.C. | 19.651 AC. |
| PERCENTAGE OPEN = | 39% | | 39% |

THIS PLAN IS SUBJECT TO COVENANT DATED _____ AND ATTACHED HERETO.

## CLERK'S CERTIFICATION

THIS IS TO CERTIFY THAT TWENTY (20) DAYS HAS ELAPSED SINCE THE NOTICE OF APPROVAL FROM THE PLANNING WAS RECEIVED AND RECORDED AND THAT NO NOTICE OF APPEAL HAS BEEN FILED IN THIS OFFICE.

_____

MASHPEE TOWN CLERK DATE

| DATE | DESCRIPTION | BY | CHK |
|---|---|---|---|
| - | | | |

PREPARED FOR:
DANIEL E. MARSTERS
PLEASANTWOOD HOMES, LLC
10 PLEASANTWOOD DRIVE
FORESTDALE, MA 02644

PROJECT:
20 TUDOR TERRACE
MASHPEE, MASSACHUSETTS

SHEET NO.: 1 OF 1 | DATE: AUGUST 31, 2022
DRAWN BY: JVB | CHECKED BY: MC

PREPARED BY:
CAPE & ISLANDS ENGINEERING
SUMMERFIELD PARK
800 FALMOUTH ROAD SUITE 301C
MASHPEE, MA 02649
508.477.7272 PHONE
508.477.9072 FAX
www.CapeEng.com

DRAWING TITLE:
DEFINITIVE SUBDIVISION PLAN
TUDOR TERRACE

TUDORTERRACE_20_MARSTERS_DEFIN

TOWN OF MASHPEE

PLANNING BOARD

SPECIAL PERMIT DECISION

SPRING HILL WEST SUBDIVISION
ESSEX (SPRING HILL) REALTY TRUST

I. Proposal

This decision concerns the application of Spring Hill Realty Trust for a Special Permit for a 44 lot Cluster Development on a 44.4 acre site north of Route 130, east of South Sandwich Road and west of Sandwich/Cotuit Road in Mashpee, Massachusetts. The land is shown on a plan entitled "Spring Hill West Plan of Land (hereinafter referred to as the "Site Plan") prepared by Baxter & Nye, Inc, Osterville, Mass., and dated January 7, 1989, revised.

II. Jurisdiction

This decision is issued by the Mashpee Planning Board pursuant to Sections 9.4 and other relevant sections of the Mashpee Zoning By-Laws as they existed on 6 May, 1988, the date on which a preliminary subdivision plan for the land, from which a definitive plan was derived, was submitted to the Board in accordance with the requirements of the Subdivision Control Law and applicable provisions of Massachusetts General Laws, including Chapter 40A, Section 9, which authorizes the Planning Board to issue a special permit for a cluster development and to impose conditions upon its issuance of a Special Permit. Where reference is made herein to the Mashpee Zoning By-Law, it shall refer to the provisions thereof as they existed on 6 May, 1988.

III. Chronology

- Preliminary Subdivision Plan submitted 6 May, 1988 was denied 15 June, 1988 based on inadequate lot size, drainage, etc.

- Special Permit Application was submitted 2 November, 1988.

- Public Hearing was convened at Mashpee Town Hall on 4 January, 1989 and subsequently continued on 1 February, 1 March, 3 May, 21 June, 5 July and 19 July, 1989 by written request and agreement of the applicant.

- Notice was given to all abutters and abutters to abutters within 300 feet in accordance with M.G.L. Chapter 40A and by publication in The Enterprise, a newspaper of general circulation in the Town of Mashpee, on December 14 and 21, 1988.

- The Public Hearing was closed on September 20, 1989, at which time the Board took the matter under advisement to prepare this special permit decision and findings.

- On October 4, 1989 the Board voted to make the following findings and grant the special permit authorizing the construction of the project as depicted on the Site Plan documents dated January 7, 1989, revised, subject to the conditions listed below. Anthony E. Ferragamo, Judy Mills, V. Louise Behrman, Patrick Coffey and Scott McAskill were all recorded as voting in favor of this decision. No members were recorded in opposition.

IV. <u>Findings, Site Eligibility and Use</u>

1. At the time of filing of the preliminary subdivision plan, the land was located in an R-3 zone within which a Cluster Development was allowed under Section 9.4 of the By-Law. The land provides more than 10 acres of lot area, and is therefore, an eligible site for development.

2. The project satisfies requirements of M.G.L. Chapter 40A in that it complies with the general purposes and intent of the Mashpee Zoning By-Law.

3. The proposed development complies with the density and other dimensional requirements set forth in Section 9.4 of the By-Law.

4. The proposed development is superior to a conventional plan in preserving natural open space, utilizing natural features of the land, and allowing more efficient provision for public services. The proposed development will provide 17.4 acres of permanent open space within a secondary conservation area as designated on the Mashpee Open Space Conservation and Recreation Plan. The majority of said open space will be deeded to the Mashpee Conservation Commission.

5. The applicant has agreed to provide an easement to the public over the subdivision's streets to provide access to the open space to be deeded to the Town.

6. The Board finds and determines that the proposed use and development, as approved and conditioned, is consistent with applicable state and town regulations, statutes, by-laws, and plans.

7. The Board finds that the project would not be detrimental to the town and would be in harmony with the general purpose and interest of the Zoning By-Law.

8. No Wetlands exist on Site.

9. In conformance with the provisions of Section 6.2.2 of the Zoning By-law, the Board finds that the proposed cluster

subdivision as modified and conditioned by this decision, will not adversely affect public health or safety, will not cause excessive demand on community facilities, will not significantly decrease surface or ground water quality or air quality, will not have a significant adverse impact on wildlife habitat, estuarine systems, traffic flow, traffic safety, waterways, fisheries, public lands or neighboring properties, will not cause excessive levels of noise, vibration, electrical disturbances, radioactivity or glare, will not destroy or disrupt any species listed as rare, endangered or threatened by the Massachusetts Natural Heritage Program or any known historic or archaeologic site, will not produce amounts of trash, refuse or debris in excess of the Town's landfill and waste disposal capacities, will properly dispose of stumps, construction debris, hazardous materials and other waste, will provide adequate off-street parking, will not cause excessive erosion or cause increased runoff onto neighboring properties or into any natural stream, pond or water body and will not otherwise be detrimental to the Town or the area.

V. <u>Conditions</u>

1. The dedicated open space (parcels 14 and 47) and access easements to be conveyed to the Town of Mashpee, under the provisions of Section 9.4.2.6b and Sections 9.4.2.7a and b of the Town of Mashpee Zoning By-law in the manner and method of conveyance and with the restrictions thereon required by said By-law provisions, shall be conveyed prior to the release of covenants on roadways and other site improvements required under the subdivision rules and regulations.

2. The Applicant shall cooperate with the Town of Mashpee (DPW) on improvements to David's Way as secondary access for Spring Hill West. In the event that public funds are not available, the Applicant shall assume the costs of improvements as specified by the Board's subdivision rules and regulations.

3. No alteration or relocation of drainage easements or facilities shall occur without prior Planning Board approval.

4. No construction activities may take place in connection with this project (i) between the hours of 5 p.m. and 8 a.m. on weekdays, (ii) before 8 a.m. and after 12 noon on Saturdays, and (iii) on Sundays or holidays. There shall be no substantial deliveries of materials or unloading of heavy construction equipment on Saturdays, Sundays or holidays.

5. The applicant, his heirs and assigns and, specifically, a homeowners association, shall be responsible for the conduct of a periodic water quality sampling and analysis as described by the provisions of the "Water Quality Monitoring Program - Spring Hill West" which is attached hereto as Appendix A and whose provisions shall be considered part of the conditions on this special permit approval. The cost of said Monitoring Program shall be borne by the applicant, his heirs and

shall also provide a performance guarantee to the Board, as specified in Section XII of the Monitoring Program document, prior to the signature of the definitive plan for this subdivision.

6. Prior to the issuance of any building permits, the sale of any lot or the release of any roadway performance guarantees, the applicant shall incorporate a homeowners association, and shall specify in all deeds that membership in the association shall be mandatory for all owners of lots in the subdivision and that unpaid association assessments shall become a lien on the property. The association shall own the common open space lands and streets not transferred to the Town, shall be responsible for road maintenance, cleaning of drainage catch basins, conduct of the required Water Quality Monitoring Program and any other responsibilities required by this special permit or typically assumed by such associations. The articles of incorporation, association by-laws and declarations of covenants, conditions and restrictions (CCRR's) shall contain specific reference to the responsibilities of the association, to the provisions of this special permit and to the attached Water Quality Monitoring Program and copies of all such documents shall be transmitted to the Planning Board prior to the issuance of any building permits, the sale of any lot or the release of roadway performance guarantees.

7. All surface debris, waste or discarded materials shall be removed from the site prior to construction. Such materials shall be removed to a depth deemed appropriate to the Board, and in respect to any relevant conclusions of the 21-E Report completed for this Project. This report is to be appended to this Special Permit.

8. The project shall be developed over a five (5) year period, with no more than twenty (20) percent of lots (or 9 lots) eligible for a building permit within any one year, in conformance with Section 6.4 of the Zoning By-Law.

9. The applicant shall not commence any work for which other municipal or state permits and approvals are required by law, by-law, rule or regulation until all the required permits and approvals are obtained from the appropriate municipal or state agencies.

10. No construction or site development other than the construction of single family homes, driveways and accessory structures and landscaping shall take place other than as shown on the approved Site Plan. Should the applicant or his successors propose any change from the approved Site Plan, plans for such change shall be submitted to the Planning Board, which will determine at a public meeting whether the changes are significant or warrant additional Board review and action or public hearings for revision of the Special Permit.

11. The applicant shall require that all construction personnel working on the project shall be familiar with the provisions of MGL Chapter 38, Section 6B, regarding the discovery of human remains.

12. The applicant shall mark the boundaries of all open space areas by tape or similar device prior to any construction and with stone or concrete boundary monuments prior to the release of the covenant for the subdivision roadways. The applicant shall require that all construction personnel working on the project shall be familiar with all applicable provisions of this special permit. Notwithstanding the aforesaid, the applicant shall be solely responsible for all violations of this special permit by construction personnel.

13. The applicant and all contractors, subcontractors and employees engaged by the applicant shall properly dispose of stumps, construction debris, hazardous materials and other waste and shall provide a report to the Planning Board and Board of Health, at six month intervals beginning with the issuance of the first building permit and ending upon completion of the project, describing the amount of, and means of disposal of, such materials resulting from the construction of the project, including the approximate date and specific location at which such materials were disposed.

14. No household hazardous wastes shall be introduced into septic systems. To encourage compliance with this condition the applicant shall so state in deed restrictions, homeowners association by-laws and the declaration of covenants, conditions and restrictions. The applicant shall also inform lot buyers of the adverse impact that hazardous materials will have on the project's water wells and septic systems and expressly prohibit the residents from using their kitchen and bathroom facilities for the disposal of hazardous wastes.

15. No de-icing chemicals other than a mixture of sand and calcium chloride or sand alone shall be used on any roadways, driveways or other impervious surfaces of the project.

16. Oil/gas separators shall be used in all catch basins and said basins shall be cleaned on an annual basis. The homeowners association shall annually transmit to the Planning Board on or about the anniversary of the issuance of this special permit a written statement from the party completing the work that the basins have been cleaned. Should said cleaning not be completed, the Town of Mashpee may clean said catch basins, or cause them to be cleaned, at the expense of the owners of the land, and such costs shall become a lien against the property.

17. A deed restriction shall be imposed requiring that all fertilizers and pesticides used within the development shall be of a type approved by the Town of Mashpee Board of Health

and applied by licensed applicators and that use of fertilizers and pesticides shall be minimized, and the use of natural pest control methods should be encouraged. The Applicant and subsequently the homeowners association shall provide the local Board of Health with a complete list of any such fertilizers or pesticides used on common property and their method of storage on the site.

18. Deed restrictions shall be imposed requiring that lawn areas for each dwelling shall be limited to no more than 1,000 square feet.

19. No underground storage tanks shall be installed on-site for any purpose.

20. The documents establishing the homeowners association shall make provision for the establishment of a specific trust fund to be drawn upon to:

    a. Implement and enforce the Water Quality Monitoring Program specified in Condition #5 of this Special permit;

    b. Provide for the repair and <u>scheduled maintenance</u> (with evidence of same provided to the Planning Board) of road and site drainage facilities.

    c. Insure that the restrictions and purposes of Condition #1, in respect to the dedicated open space, are known and observed.

21. All conditions of this special permit shall be binding not only on the applicant but on all successors in interest and assigns of the applicant.

22. No occupancy or building permits shall be issued while there exists any violation of the conditions of this Special Permit unless the Board, by a favorable vote of four members at a regular meeting, allows said issuance.

23. Transfer of this special permit and any rights created by said permit, except by foreclosure by a lender, shall require the prior approval of the Mashpee Planning Board by a vote of at least four members at a public meeting. Planning Board approval will not be granted if any violations of the special permit exist.

24. Notwithstanding the provisions of 22 above, the developer/applicant and his heirs and assigns shall have the right to pledge and assign, as part of the mortgage collateral, its rights under this special permit to any institutional construction lender which has given written notice to the Planning Board of such assignment. Upon receipt of the written notice, said lending institution shall become a "recognized mortgagee." All such notices shall be sent to Mashpee Planning Board, Mashpee Town Hall, 16 Great Neck Road North,

Mashpee, MA 02649, by certified mail, return receipt requested. In the event of a default by the applicant under the terms and conditions of this special permit, the Planning Board shall give written notice of such default by certified mail, to the applicant and each recognized mortgagee. Upon receipt of the Planning Board notice, any recognized mortgagee so notified shall have sixty (60) days from the date of receipt of such notice, to remedy any such default. The applicant's rights under this special permit may not be terminated prior to the expiration of any such 60-day cure period. Failure of the Planning Board to give such notice will only extend the cure period for the recognized mortgagee, pursuant to the provisions provided for above, and shall not constitute a waiver of any default. The Planning Board hereby approves the transfer of applicant's rights under this special permit to any recognized mortgagee which results from the default under a construction mortgage from the applicant to any recognized mortgagee. The Planning Board will not unreasonably withhold or delay its consent to a transfer of the rights under this special permit from any recognized mortgagee which has so acquired rights under this special permit, to a proposed transferee reasonably acceptable to the Planning Board. The proposed transferee must be able to demonstrate to the Planning Board a reasonable ability to complete the project in accordance with the terms of this special permit.

## VI. Expiration, Extension or Modification

Pursuant to Massachusetts General Laws, Chapter 40A, Section 9, and the Zoning By-Law, this special permit shall lapse within two years, which shall not include such time required to pursue or await the determination of any appeal from the grant hereof, if a substantial use hereof has not sooner commenced except for good cause or, in the case of a permit for construction, if construction has not begun by such date except for good cause. The applicant shall request a specific determination of good cause by the Board if claiming an extension of the two year period except to await the determination of any appeal from the grant hereof.

Modification of this permit shall first require a determination by the Board whether the proposed modification would be a significant change requiring a new public hearing. If no hearing is determined to be necessary, the Board may make such change at a regular public meeting. If a public hearing is determined to be necessary, the rules, regulations and time periods required for a new special permit application shall be followed.

## VII. Signature and Filing

This special permit decision, which includes all referenced appendices as well as a plan entitled Springhill West, Plan of Land in Mashpee dated Revised January 9, 1989 and signed by a representative of the Board, has been signed on this 4th day of October, 1989 by

A true copy
Attest _____
Chairman, Mashpee Planning Board

The Commonwealth of Massachusetts

Barnstable, SS.

6 OCTOBER 1989
(Date)

Then personally appeared ANTHONY E. FERRAGAMO a member of the Mashpee Planning Board and acknowledged the foregoing instrument to be his free act and deed, before me.

Amelia A. Mosley
Notary Public

A TRUE COPY, ATTEST:
Jane D. Labute
TOWN CLERK OF
MASHPEE, MASS. 02649

My commission expires SEPTEMBER 20, 1996
(Date of Expiration)

A copy of this decision and the accompanying plans endorsed by the Planning Board have been duly filed on OCTOBER 6, 1989 with the Town Clerk of Mashpee. Notice of this decision was mailed on OCTOBER 6, 1989 to the applicant, to the parties in interest designated in M.G.L. c. 40A, Section 11 and to all persons at the hearing who requested such notice. Any appeal shall be made pursuant to Section 17 of Chapter 40A of the Massachusetts General Laws within twenty days after the date of said filing.

I, Jane D. Labute, Town Clerk of the Town of Mashpee, hereby certify that a copy of this decision and the accompanying plans endorsed by the Planning Board were filed with the office of the Town Clerk on OCTOBER 6, 1989, and that no appeal of that decision was filed within twenty (20) days thereafter.

3 November 1989
Date

Jane D. Labute
Town Clerk

**DECISION**

**RE: Modification of Special Permit**
**Spring Hill West Subdivision**

I. The applicant, Prime Properties Limited Partnership, has requested that the Planning Board assent to the Modification of Special Permit issued to Spring Hill Realty Trust and dated October 6, 1989.

II. Findings

1. On October 6, 1989, the Planning Board granted a Special Permit to Spring Hill Realty Trust to develop a 44-lot Cluster Development pursuant to Section 9.4 of the Mashpee Zoning By-Laws.

2. On September 10, 1992, Cape Bank, the holder of a mortgage encumbering the property, which is the subject matter of the aforementioned Special Permit, foreclosed its mortgage and conducted a public auction and sale.

3. The applicant herein named, Prime Properties Limited Partnership, was the successful bidder and ultimately took title to the property on November 9, 1992.

4. On February 17, 1993, at a public meeting of the Planning Board, the applicant, Prime Properties Limited Partnership, requested that the Planning Board approve minor modifications to the Special Permit referenced above.

Upon motion duly made and seconded, it is hereby voted that the Special Permit dated October 6, 1989, granted to Spring Hill Realty Trust be modified as follows:

1. Certain of the proposed leach basin covers as shown on the Development Plan may be changed from metal to concrete consistent with the Plan submitted to the Planning Board and the recommendation of the Planning Board's engineer. (SEE Rowley Letter dated March 3, 1993).

2. The phasing schedule set forth in Condition No. 8 shall be modified to provide that the project shall be developed over a period of not less than five (5) years with no more than twenty (20%) percent of the lots (or 9 lots) eligible for a Building Permit within any one year in conformance with Section 6.4 of the Zoning By-Law.

3. That the Water Quality Monitoring Program (Appendix A) regarding the Special Permit shall be amended as follows:

A. As to parameter lists A and B, annual sampling shall be sufficient, which sampling shall occur in October of each year.

B. The annual sampling of down gradient wells (MW-4, MW-6, and MW-9) shall be conducted on a yearly basis while only the upgradient well (MW-10) need be sampled only every other year until significant concentrations are verified in the aforementioned down gradient wells.

C. The analysis of total phosphorus and Clostridia is hereby eliminated from the monitoring program.

D. The security referenced in Article XII (g) shall be reduced to Three Thousand and No/100 ($3,000.00) Dollars.

In all other respects, the Water Quality Monitoring Program shall remain unchanged.

4. Condition 2 shall be modified to include the following additional language:

Until such time as the Town of Mashpee, by and through its Department of Public Works, has constructed David Way consistent with the Profile Plans dated February 14, 1989 (Sheet 4 of 4), the Applicant, its successors and assigns shall be relieved of its responsibility and obligation to construct the "emergency access" as shown on those same approved Profile Plans. Nothing contained herein shall preclude the Applicant or its successors and assigns from continuing to develop the subdivision and obtaining the appropriate lot relases (from covenant) upon completion of the roadways shown on the aforementioned plans or the posting of security in a form acceptable to the Planning Board.

Signed this 3rd day of March, 1993.

Mashpee Planning Board

By: _____

_____

_____

_____

_____

RECEIVED
MAR 4 1993
By James D. Lahuti

COMMONWEALTH OF MASSACHUSETTS

Barnstable, ss. March , 1993

Then personally appeared the above-named Anthony E. Ferragamo, JOSEPH DiMAGGIO PJ COFFEY, SPYRO MITROKOSTAS and

and acknowledged the foregoing to be their free act and deed, before me,

Notary Public

My commission expires: 12-14-95

APPENDIX A

WATER QUALITY MONITORING PROGRAM

SPRING HILL WEST SUBDIVISION

10/04/89


I. Authority
II. Definitions
III. Purpose
IV. Effluent Monitoring Program
V. Groundwater Monitoring Program
VI. Surface Water Monitoring Program
VII. Botanical Sampling Program
VIII. Responsibility
IX. Standards
X. Reporting and Enforcement
XI. Amendments, Waivers and Separability
XII. Specific Provisions
XIII. Approval


## I. Authority

Authority for the Planning Board to require water quality monitoring and provisions for the protection of groundwater and surface water quality in projects requiring special permits from the Board is found in Massachusetts General Laws Chapter 40A, Section 9, which states that "Special permits may be issued only for uses which are in harmony with the general purpose and intent of the ordinance or by-law, and shall be subject to general or specific provisions set forth therein; and such permits may also impose conditions, safeguards and limitations on time or use." The general purpose and intent of the Mashpee Zoning By-law, reflected in the minimum lot size requirements of Section 7, as well as the specific provisions of Sections 6.2, 6.5, 9.3, 11A, 11B and 11C, clearly includes the protection of groundwater and surface water quality.

All provisions included herein exist beyond and independent of the authority for any groundwater discharge permit issued by the Massachusetts Department of Environmental Quality Engineering or the Mashpee Board of Health.

## II. Definitions

Applicant - Whenever used in this document, the word "applicant" shall refer to the applicant, his heirs and assigns, including any condominium association, homeowners association or similar organization established to own or maintain a wastewater

treatment facility or other common facility within the special permit project site.

DEP - The Massachusetts Department of Environmental Protection, previously known as the Massachusetts Department of Environmental Quality Engineering (DEQE). These terms may be used interchangeably.

Downgradient - A location to which effluent and other waters entering groundwater at the project site is expected to flow, based on groundwater table mapping or modeling.

EPA - United States Environmental Protection Agency.

Upgradient - A location from which groundwater flows which is expected to be mixed with effluent and other waters entering the groundwater at the project site, based on groundwater table mapping or modeling.

Site - The land owned or controlled by the applicant on which the project requiring the special permit or other permit or permit modification to which this monitoring program is attached is located.

## III. Purpose

The purpose of this document is to describe a water quality monitoring program for this project, to outline responsibility for the monitoring program, and to provide for corrective action should indicated water quality conditions so dictate. The document also specifies a reporting process to the Planning Board both on a regular basis and in cases of violations of the specified water quality standards.

## IV. Effluent Monitoring Program

No Effluent Monitoring Program is required for this project, as there will be no private wastewater treatment facility or shared septic system.

## V. Groundwater Monitoring Program

### a. Purpose

The groundwater monitoring program is intended to provide baseline and post-operational data on the parameters of concern in non-industrial wastewaters for locations both upgradient and downgradient of the point at which effluent enters the ground or a surface water body.

### b. Well Locations

Four shallow monitoring wells shall be located on the site. The most northerly well shall be set with an extended screen

to capture any waters at a depth from which they may be expected to enter domestic wells in the project. In addition, a fifth deep well shall be set along the southern boundary of the site to monitor contaminants leaving the site which have a density similar to water. The applicant shall be responsible for securing and providing to the Town any necessary easements or permissions to construct or monitor wells on or off the site. Easements may be conveyed to the Town in their entirety, but monitoring shall continue to be the responsibility of the applicant.

c. Monitoring Program Map

A map shall be prepared, which shall become an attachment to this monitoring program document, which accurately depicts the location of each monitoring well. Said map shall be prepared at a scale of 1"=100 feet or 1"=300 feet, whichever is determined to be more appropriate by the Local Water Resources Management Official and shall show, at a minimum, each well pair, the elevation for each well, based on U.S.G.S. datum of the top of the well casing and of static groundwater elevation at the time of well installation or initial sampling round under this program, the property lines of the applicant's site and of the proposed lots, existing or proposed roadways, buildings and other structures useful in identifying the well location on the ground, any groundwater elevation contours or data available to the applicant and the extent of any effluent plume and groundwater mounding identified by hydrologic studies conducted for the project. All maps shall be on 24" x 36" sheets. One set of mylar prints shall be submitted to the Local Water Resources Management Official, with paper prints transmitted by the applicant to the Planning Board and Board of Health within 30 days of the completion of well installation and initial sampling.

d. Compliance Deadlines

All monitoring wells shall be installed, all easements shall be secured and presented to the Town, and the required maps shall be prepared and submitted prior to any construction on the site or the issuance of building permits for the project, unless an extension of time is approved by the Planning Board. No septic system may be constructed or operated on the site until the above items are completed, and until the initial sampling described below has been completed.

e. Method of Well Installation

Monitoring wells shall be installed using the hollow stem auger technique. Split spoon samples shall be taken every five feet in accordance with ASTM guidelines. "Shallow" wells shall be advanced at least six feet into the saturated sediments at the water table. "Deep" wells shall

be advanced 30 feet beyond the shallow well unless an alternate depth is allowed by the Local Water Resources Management Official. All well screen and riser shall be 1 1/2 ", 2" or 4" inside diameter PVC or other material approved by the Board of Health. Ten feet of Schedule 40 PVC screen shall be set at the bottom of each well unless an extended length is specifed by agreemen of Local Water Resources Management Official. For the shallow well, the top of the screen shall be located at the highest elevation of expected groundwater fluctuations. Each well shall be packed with Ottawa-sized sand over the entire screen length plus 1 to 2 feet above the top of the screen. A two-foot bentonite seal shall be set above the top of the Ottawa sand filter. The backfill around the remaining riser pipe shall be of low permeability and extend up to a concrete surface seal. Well riser pipe, screens and plugs shall be threaded, and glues shall not be used to join pipes. Upon completion, all wells shall be surveyed for location and elevation of the top of well casing, based on USGS datum and the Massachusetts Coordinate Plane, with the well location tied to an established roadway or property bound. A protected locking cover shall be grouted in place on each well, and keys shall be delivered to the Board of Health and Local Water Resources Management Official, along with test well completion reports and logs indicating elevation of top of casing and static groundwater elevation, along with depth ranges of the various soils and sediment layers found in development of each well. The applicant shall insure that the location and construction of wells will minimize any hazard to the public.

f. Initial Sampling Round

Following its placement, each well shall be developed by pumping and surging until there is a clear discharge. Dedicated bladder pump and dedicated monitoring systems are encouraged for long term monitoring except that where extended screens are used, a bailer shall be used for sampling.

An initial round of water samples shall be extracted from each monitoring well prior to the construction of any septic system on the site to establish baseline groundwater quality at the site, and to provide a reference for future monitoring and interpretation of groundwater quality. The initial sampling round shall include all constituents contained in parameter lists A, B, and C below. Samples shall be filtered in the field, held at approximately 4 degrees centigrade and otherwise be taken in accordance with standard procedures recommended by EPA, DEQE, the American Water Works Association or similar authorities and be delivered immediately to a laboratory certified in the relevant discipline and category by the EPA or by DEQE under 310 CMR 22.11.

Parameter List A

pH
Specific Conductance
Total Nitrogen
Total Kjeldahl Nitrogen
Nitrate-Nitrogen
Ammonia-Nitrogen
Clostridia
Chlorides
Sodium
Water Elevation based on USGS datum

Parameter List B

Volatile Organics as measured by EPA method 524.1 or by methods 601/602 using a detection limit of 1 part per billion for all compounds except Dichlorodifluoromethane and Bromomethane, for which a detection limit of 5 parts per billion shall be sufficient.
Total Phosphorus
Dissolved Phosphorus
Total Chlorine
Iron
Manganese

Parameter List C

Organochlorine Pesticides and PCB's measured by EPA method 608
Pesticides & Herbicides measured by EPA method 509B
Aluminum
Arsenic
Barium
Cadmium
Chromium
Copper
Cyanide
Lead
Mercury
Nickel
Selenium
Silver
Thallium
Zinc

Results of the sampling and laboratory analysis shall be submitted to the Planning Board, Local Water Resources Management Official, Board of Health and Barnstable County Health and Environmental Department.

g. Long Term Monitoring Program

The applicant, his heirs and assigns, including any homeowners asssociation established to own common facilities within the special permit project site covered by this document, shall be responsible for the completion and funding of a groundwater monitoring program at each of the required monitoring wells. Those items on parameter list A shall be tested on a semi-annual basis, approximately on the first day of April and October, and those items on parameter list B shall be tested on an annual basis approximately on the first day of October. Items on parameter list C need not be tested after the initial round unless results indicate hazardous levels of any contaminant, in which case the Planning Board, after consulting with the Board of Health and County Health and Environmental Department, may require an appropriate testing schedule.

VI. Surface Water Monitoring Program

No surface water monitoring program shall be required for this project.

VII. Botanical Sampling Program

No botanical sampling program shall be required for this project.

VIII. Responsibility

The applicant, his heirs and assigns, including any homeowners association or similar organization to which the applicant transfers ownership of roadways or other common facilities within the project site, shall be responsible for all costs associated with the emplacement, construction, relocation, collection, analysis and evaluation (including distribution of results) of monitoring stations, wells, samples and other items required under this monitoring program. Where no association or other body was to be established to own and maintain facilities, in lieu of the applicant, upon the completion of the project, the applicant shall establish an endowment account with the Town to pay the costs associated with the monitoring program, or an association shall be established among property owners in the project to contract for and fund the required monitoring program. If an endowment is to be established, the applicant shall obtain a certified estimate, by a firm or firms established in the field of hydrogeologic studies and water quality monitoring, of the annual costs required to conduct the specified monitoring program and of the amount of the endowment required to produce the necessary income to the Town to fund the monitoring program.

Unless an endowment account is established, the applicant shall provide an alternate mechanism to guarantee proper funding of the monitoring program. The required guarantee may take the

form of a donation account with the Town in an amount equal to $1000 for each groundwater monitoring well or an alternate amount sufficient to fund the monitoring program for a period of one year, with said amount established following the procedures specified above for an endowment account. Said donation shall be accompanied by a letter from the donor authorizing its use by the Planning Board to obtain water quality monitoring under this program document and shall be submitted to the Town prior to the issuance of any building permit within the project. Any other guarantee mechanism shall require specific approval by a vote of four members of the Planning Board.

Deeds to any lot, along with any declaration of covenants, conditions and restrictions, association by-laws, rules and regulations and similar documents transmitted to buyers of property or units within the project site shall contain a notice of responsibility for the conduct and funding of this monitoring program and of the fact that failure to conduct the required monitoring or to correct any conditions resulting in reduced water quality identified by the monitoring program shall be considered a violation of this special permit enforceable by all means available to the Town generally and by those means specified by Section X specifically, and that the cost of any work conducted by or contracted by the Town to carry out the monitoring program or to correct identified conditions on the site resulting in reduced water quality shall become a lien against all owners' property within the project site. The Town may use funds collected under such liens to replenish the donation account noted above.

## IX. Standards

The water quality standards upon which the enforcement provisions of this monitoring program shall be based are those Maximum Contaminant Levels (MCL's) adopted or proposed by the U.S. Environmental Protection Agency for drinking water in its National Primary Drinking Water Regulations, or those Secondary MCL's adopted or proposed by EPA in its National Secondary Drinking Water Regulations, except where any of the above standards differ with those included as regulatory standards in the following table. Where MCL's or SMCL's are later adopted or proposed for any contaminant, those new standards shall be applied as regulatory standards under this monitoring program where a standard is not set by the table or where they are stricter than those included as regulatory standards in the following table.

In addition, the following table also specifies advisory standards which indicate the level above which various authorities have indicated a potential health risk. Where no advisory standard is listed, those Maximum Contaminant Level Goals (MCLG's) adopted or proposed now or in the future by the U.S. Environmental Protection Agency for drinking water shall be the advisory standard. The applicant shall make every reasonaable effort to achieve these advisory standards and shall

file a report, as required by Section X, of any violation of these advisory standards. However, where the initial round of sampling, indicating baseline conditions, shows levels of any constituent in excess of these standards, that information may be taken into account in reporting and enforcement, which may be based on identified changes in constituent levels rather than consistency with the applicable regulatory or advisory standard. In such case, a specific list of constituents to be so treated and the revised reporting and enforcement procedures for those constituents shall require the approval of the Planning Board.

## WATER QUALITY STANDARDS
(in mg/l unless otherwise noted)

| CONSTITUENT | REGULATORY STANDARD | ADVISORY STANDARD |
|---|---|---|
| pH (1) | 6.5-8.5 S.U. | 6.5-8.5 S.U. |
| Specific Conductivity | 500 micromhos/cm | 200 micromhos/cm |
| Total Nitrogen (2) | 10.0 | 5.0 |
| Nitrate Nitrogen (as N) | 5.0 (CC) | 2.5 (3) |
| Nitrite (as N) | 1.0 (MC) | 1.0 (EG) |
| Nitrate & Nitrite (as N) | 5.0 | 2.5 (3) |
| Total Phosphorus (4) | .05 | .05 |
| Clostridia (5) | 0 | 0 |
| Chlorides | 250 (NS) | 250 (NS) |
| Sodium | 20 (MC) | 20 (MC) |
| Benzene | 0.0005 (MC) | 0 (EG) |
| Chloroform | 0.03 (WH) | 0.03 (WH) |
| Dichloromethane | 0.15 (OR) | 0.15 (OR) |
| Trichloroethene | 0.005 (MC) | 0 (EG) |
| 1,1,1-Trichloroethane | 0.14 (OR) | 0.14 (OR) |
| Tetrachloroethene | 0.005 (MC) | 0 (EG) |
| Toluene | 2.0 (MC) | 0.04 (NS) |
| Carbofuran | 0.01 (OR) | 0.01 (OR) |
| 1,1-dichloroethene | 0.007 (MC) | 0.0003 (WH) |
| 1,2-dichloropropane | 0.001 (OR) | 0.001 (OR) |
| Pentachlorophenol | 0.2 (MC) | 0.01 (WH) |
| Phenol | 0.001 (FD) | 0.001 (FD) |
| 2,4,6-trichlorophenol | 0.01 (WH) | 0.01 (WH) |
| Benzo (A) pyrene | .00001 (WH) | .00001 (WH) |
| Aldrin | .0007 (CL) | .00003 (WH) |
| DDT | 0.03 (CL) | 0.001 (WH) |
| Dieldrin | 0.0007 (CL) | 0.00003 (WH) |
| Endrin | 0.0002 (MC) | 0.0002 (MC) |
| Carbaryl | 0.07 (CL) | 0.07 (CL) |
| Diazinon | 0.014 (CL) | 0.014 (CL) |
| Hexachlorobenzene | 0.00001 (WH) | 0.00001 (WH) |
| Methoxychlor | 0.4 (MC) | 0.03 (WH) |
| Methyl Parathion | 0.0007 (CL) | 0.0007 (CL) |
| Nitrilo-Triacetic Acid | 0.05 (CL | 0.05 (CL) |
| Parathion | 0.035 (CL) | 0.035 (CL) |
| Total Trihalomethanes | 0.1 (MC) | 0.1 (MC) |

| | | |
|---|---|---|
| Total Xylenes | 10.0 (MC) | 10.0 (EG) |
| Total Pesticides | 0.1 (CL) | 0.1 (CL) |
| Iron | 0.3 (NS) | 0.3 (NS) |
| Manganese | 0.05 (NS) | 0.05 (NS) |
| Lead | 0.005 (MC) | 0 (EG) |
| Arsenic | 0.03 (MC) | 0 (EG) |
| Cadmium | 0.005 (MC) | 0.005 (EG) |
| Chromium | 0.1 (MC) | 0.1 (EG) |
| Copper | 1.3 (MC) | 1.3 (EG) |
| Mercury | 0.002 (MC) | 0.002 (EG) |
| Fluoride | 2.0 (NS) | 2.0 (NS) |
| Barium | 5.0 (MC) | 5.0 (EG) |
| Asbestos (6) | 7 (MC) | 7 (EG) |
| Selenium | 0.05 (MC) | 0.05 (EG) |
| Silver | 0.09 (NS) | 0.09 (NS) |
| Aluminum | 0.05 (NS) | 0.05 (NS) |
| Zinc | 5.0 (NS) | 5.0 (NS) |

Footnotes:

(1) In standard units. No change shall be allowed which results in levels more than 0.2 S.U. outside of the naturally occuring range in groundwater or surface water.

(2) All forms of nitrogen in a sample, dissolved or suspended, including $NH_4$ -N, $NH_3$-N, $NO_2$-N and organic N.

(3) To be considered a cautionary level for reporting and action purposes, based on one-half of the health-related standard.

(4) All forms of phosphorus, whether dissolved or in suspension, that are measured by an acid-oxidation procedure. Measurement of total dissolved phosphorus shall be determined by an acid-oxidation procedure after sample pretreatment with 0.45 um filtration.

(5) Bacteria or spores.

(6) In millions of fibers/litre (longer than 10 um).

(CC) Recommended by Cape Cod Planning and Economic Development Commission.

(CL) Based on Canadian Recommended Maximum Acceptable Levels.

(EG) EPA Maximum Contaminant Level Goals (MCLG).

(FD) Based on Food and Drug Administration (FDA) bottled water standards.

(MC) EPA established maximum contaminant level (MCL).

(NS) EPA National Secondary Drinking Water Regulations (SMCL)

(OR) Based on Massachusetts Office of Research and Standards drinking water guidelines.

(WH) Based on World Health Organization health significance levels.

X. Reporting and Enforcement

The applicant shall be required to file an annual report with the Planning Board, with copies to the Local Water Resources Management Official, Board of Health and Barnstable County Health and Environmental Department, on the results of all water quality monitoring program work during the previous year and shall include a statement indicating the amount of monies currently on hand, or other means available, to guarantee the performance of the monitoring program for the ensuing year. The report shall be filed between January 1 and April 1 of each year and shall include, at a minimum, 1) the dates on which all water quality samples were taken, 2) the results of the laboratory analysis of each sample for all of the required parameters, 3) the groundwater elevation in each monitoring well and wetland well point, if any, 4) a comparison with the results of the initial sampling round and all subsequent measurements, preferably in tabular form, and with the required water quality standards, 5) where applicable, a discussion of the results in comparison with the carrying capacity of any recharge area involved and with the critical eutrophic and other parameters for surface water bodies and wetlands, 6) a report on any sampling results not in compliance with the applicable standards (or parameter levels approved by the Planning Board where the initial sampling round showed noncompliance with the listed standards) and an analysis of probable causes of the noncompliance, 7) a discussion of any remedial steps taken to comply with the standards or parameter levels referenced above or, if none were taken, an explanation and a proposed course of action to come into compliance and 8) any other information which would assist the Town in determining the project's impact on water quality. To the extent possible, the report shall be written in language understandable to the general public and it shall include an executive summary.

In addition to the required annual report the applicant shall be responsible for reporting to the Planning Board, (with copies to the Local Water Resources Management Official and Board of Health) any sampling results not in compliance with the water quality standards contained or referenced in Section IX, or the parameter levels approved by the Planning Board where the initial sampling round showed an existing violation, within seven (7) days of its discovery. Within thirty (30) days the applicant shall submit to the same officials a full report on the noncompliance, including the laboratory report, a description of any circumstances surrounding the noncompliance, a report on probable cause and a report on completed or proposed remediation measures. In addition, re-testing may be required by the Planning Board for the parameters involved in the violation. If

the Planning Board believes that the violation is of such significance or that the proposed remediation is inadequate, it may schedule a public hearing on the matter following the same procedures as for the original permit to which this monitoring program document is attached and notify the applicant to appear at said hearing to explain the noncompliance and proposed remediation. Failure to file a complete annual report, or failure to provide the required notice of noncompliance, shall be considered a violation of the terms of this document and of the conditions of the permit to which it is attached, and the Board shall call a public hearing on the matter.

Based on the results of said hearing, the Board may allow further time for remediation, may determine that Town action to remediate or conduct sampling and analysis, at the expense of the applicant, is required, may notify other agencies of the noncompliance or violation and recommend enforcement proceedings, may bring legal action against the applicant, may require the Building Inspector to take enforcement actions or may take any other actions available to it for remediation or for enforcement of its permit conditions. Such enforcement actions may include prohibition on the issuance of any building or occupancy permits within the project or any other enforcement and penalties provided under Section 14 of the Mashpee Zoning By-law or by state law. Where Town action is required to remediate a violation and the applicant has not demonstrated that the violation is not the result of the conduct of the applicant or his successors or assigns, the applicant and owners of property within the project shall be responsible for costs incurred by the Town in having to take that action and the Town may seek to place a lien against the applicant and all owners of properties within the project site to recover said costs.

## XI. Amendments, Waivers and Separability

Amendments or modifications of this monitoring program requested by the applicant may be done only by the Planning Board, after consultation with the Local Water Resources Official and Board of Health, following the same procedures required for amendments to a Special Permit.

Should any provisions of this document be held void or inoperable by a court of competent jurisdiction, the remaining portions shall remain in full force and effect.

## XII. Specific Provisions - Spring Hill West Subdivision

a. This project will be served by individual septic systems rather than a private wastewater treatment facility or shared septic system and is therefore subject only to those provisions applicable to such projects.

b. Five monitoring wells shall be placed as follows, with reference being made to a map entitled "BSC Water Table Elevation Map" containing ground water contour lines as of June 21, 1989 shown on a print of the Spring Hill West

subdivision plan and submitted to the Board as part of the required water quality report for this project. The first well shall be located on the proposed Town open space near the temporary turnaround at the north end of Sheffield Place and shall be fitted with an extended screen of a length approved by the Local Water Resource Management Official in order to capture any waters at a depth from which they may be expected to enter domestic wells in the project. Three "shallow" wells shall be placed and monitored at sites "MW-4, MW-5 and MW-6." A final "deep" well shall be placed near the temporary turnaround at the southern end of Tudor Terrace and shall have a depth and screen length sufficient, in the opinion of the Local Water Resources Management Official, to monitor contaminants leaving the site which have a density similar to water.

c. No surface water monitoring program or botanical sampling program will be required for this project.

d. Should the monitoring program, or other valid environmental studies, indicate noncompliance with or deviations from the standards noted in this document in any of the ground- water samples or other negative water quality conditions, the applicant will be required to correct any potential cause of the identified problem, provided the source of said problem can be traced to activity within the boundary lines of the development. All responsibility to prove any lack of contribution to the identified water quality problem shall lie with the applicant. Liability incurred by the applicant stemming from such identified problems or from this monitoring program in general does not force payment or action upon other responsible parties heretofore not subject to similar monitoring and remediation programs, nor does it relieve any other responsible party from liability.

e. The applicant shall establish a homeowners association, in which membership shall be mandatory for all buyers of lots, to assume eventual responsibility for this monitoring program along with any other open space or road ownership and maintenance functions it may assume. All deeds for lots in this project, as well as the homeowners association documents, including the declaration of covenants, conditions and restrictions (CC&R's) the association by-laws and its aarticles of incorporation, shall contain a specific reference to the responsibility for funding and carrying out this monitoring program. Copies of the deed language and homeowners association documents shall be submitted to the Planning Board for approval of monitoring program language prior to any sale of lots.

f. The applicant shall enter into a contract, on behalf of the homeowners' association, with a firm experienced in the field of water quality monitoring to conduct the initial and subsequent rounds of sampling and analysis required by this Water Quality Monitoring Program. The initial round of sampling and analysis shall be completed and a report filed

with the Planning Board in a format consistent with the provisions of this program document and readily enterpreted by the Board, prior to the release of the performance guarantee for any portion of the subdivision streets or the issuance of any building permits. A copy of said contract, and any subsequent updates or revisions, shall be filed with the Planning Board.

g. Until all lots have been sold by the developer or all lot owners are paying full homeowners' association assessments, the applicant shall provide a performance guarantee in the form of a cash deposit, letter of credit or similar instrument available for use by the Town, to guarantee completion of the required water quality sampling and analysis. Said guarantee shall be in the amount of $5,000 or that amount which the firm contracted to conduct the sampling and analysis certifies to the board will be required to conduct the initial round of sampling and testing and one year of long-term monitoring in conformance with this Water Quality Monitoring Program document.

XIII. Approval

Under authority granted by M.G.L. Chapter 40A and the provisions of the Mashpee Zoning By-law, the Mashpee Planning Board hereby endorses this Water Quality Monitoring Program document as a condition of its special permit decision for SPRING HILL WEST SUBDIVISION signed on OCTOBER 4, 1989.

Hereby signed by the Mashpee Planning Board on this 4th day of OCTOBER, 1989.

TOWN OF MASHPEE
OCT 6 1989
TOWN CLERK

A TRUE COPY, ATTEST:
TOWN CLERK OF
MASHPEE, MASS. 02649

AUGUST 2022

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# REDEVELOPING SUBURBAN SPRAWL

## A Collection of Case Studies

BY: ALEJANDRO BELTRAN

PREPARED FOR THE TOWN OF MASHPEE PLANNING DEPARTMENT

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# REDEVELOPING SUBURBAN SPRAWL

*A Collection of Case Studies*

## PURPOSE

Mashpee, Massachusetts has come to be valued for its small-town character, upheld through the preservation of its open space, limited commercialization, unique cultural heritage, and diverse natural amenities. Residing within Cape Cod, Mashpee is not unlike many other towns in its desire to maintain the charm that has attracted significant populations of seasonal and permanent residents to the area (Spillane, 2017). This is often codified via zoning regulations, special permitting requirements, and even restrictions on architectural styles and material palettes (Special Provisions, 2020). As the Town has swelled in population over the last several decades, gaining popularity as a seasonal retirement community (Mockabee, 2022), it is faced with the challenge of accommodating the increased strain on its housing stock, infrastructure, and services. With the Town's evolving needs, conversations surrounding zoning and land use strategies that rely on increased density to limit urban sprawl have also risen to the forefront of the planning process. This report examines Smart Growth strategies and case studies of successful suburban retrofits that explore the revitalization of underutilized commercial development. These retrofits have helped to promote a range of economic, social, and environmental benefits and suggest the redevelopment potential that exists in Mashpee.

Given the strong desire of many Mashpee residents to retain the Town's *rural* character (Mass.gov, 2022), it is important to note that its development approach—defined by features such as widespread automobile dependency and limited density—arguably facilitates issues of housing insecurity, increased traffic congestion, and even the overconsumption of land (Habibi & Asadi, 2011; OECD, 2018). Despite goals of maximizing open space and limiting environmental impact from development—outlined in both local and regional policy implementation plans—the majority of Mashpee's residential development paradoxically mirrors unsustainable patterns of suburban sprawl, which has been linked to a variety of negative impacts on human health, transportation, and the environment (OECD, 2018). For instance, approximately 83.2% of the housing stock consists of single-family dwellings, with no significant growth in multifamily housing opportunities over the last several decades (Town of Mashpee, 2015). While many favor the rural character that such residential form offers under existing zoning, it is critical to acknowledge the challenges that emerge from it. The Town's adherence to the conventional practice of Euclidean Zoning—wherein separate zones are defined by a specified use—may exacerbate issues of inequity, land degradation, and poor support for multi-modal infrastructure (Watsky, 2018). This, in turn, poses barriers to accessibility. Alongside sprawling single-family neighborhoods has come the development of commercial strips, a pattern of commercial building centered around a dependency on automobiles, namely as distances between where people live and work increases as a result of land-intensive development patterns (VNRC, 2022).

By drawing upon the lessons learned from successful suburban retrofits throughout the country, Mashpee can more effectively facilitate redevelopment in its priority areas—namely commercial strips in the C2 Zone—and encourage the Town to embrace sustainable development. Figure I illustrates the type of strip development that characterizes the Town's commercial areas and represents an ideal opportunity for encouraging mixed-uses. By identifying the existing limitations of Smart Growth and observing how communities of various development intensities have been able to leverage tools of effective urban design, the Town may be better equipped to mitigate the externalities associated with current development practices. As a result, Mashpee can more effectively

target gaps that have continued to persist, such as barriers to workforce housing (Doyle, 2021).

**Figure I.** An example of commercial strip development in a C2 Zone, with parking lots along the building fronts to enhance automobile access from a major arterial in the Town of Mashpee: Route 151 (Source: Google, 2021).

Figure II highlights the amount of land that the Town of Mashpee allocates solely for residential use, namely comprised of single-family dwellings, as compared to commercial and industrial zones. This further supports the argument that current development patterns and zoning regulations facilitate low-density sprawl and limit opportunities for mixed-use development, which is primarily contained to Mashpee's C1 zone at the geographic center of the Town. Smart Growth and New Urbanist principles explore opportunities to address the impacts of current development patterns on the integrity of our natural and built systems. By leveraging tools such as form-based codes, increased density, and mixed-use zoning, communities are able to more effectively utilize developable land, in turn limiting pressures of sprawl and maximizing open space (CNU, 2000).

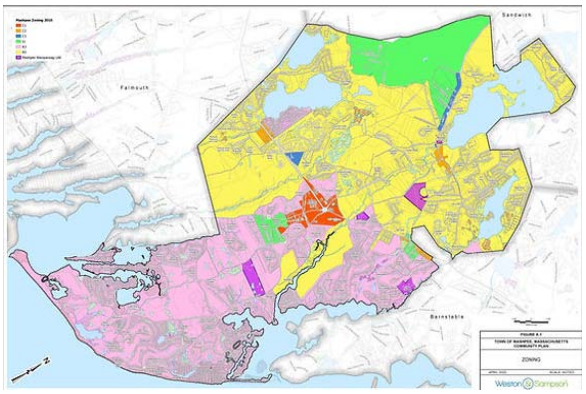


**Figure II.** A Zoning Map of Mashpee showing the amount of land dedicated to residential development (shown in yellow & light pink) as compared to other uses (Source: Weston & Sampson, 2022).

It is critical to note the myriad benefits of sustainability that result from building denser, mixed-use communities in place of those centered around cars. Such benefits include limiting the costs and energy needed to support transportation and mobility networks, improving public health, and reducing underutilized land (Starritt, 2018). Despite aims of increasing density and encouraging mixed-use development, it is worth noting that alternative strategies are not limited in scope to the urban core but can also be useful for strengthening small-town communities such as Mashpee. With its variety of activity centers, schools, recreational opportunities, and housing developments, there is undoubtedly a capacity to leverage tools of Smart Growth. These strategies can be used to improve the sustainability of the community and enhance opportunities for multi-modal infrastructure, increased affordable housing, and ecological viability.

# Assembly Square

## *Somerville, Massachusetts*

## Background

Assembly Square is a 145-acre mixed-use district located in the densely populated Boston suburb of Somerville and has come to be known as a leading example of Smart Growth (Williamson & Dunham-Jones, 2021). Yet, prior to becoming a model for how to successfully integrate New Urbanist strategies such as pedestrian-friendly streets and human-scale development, the site first rose to prominence for its industrial use, owned and operated by the Ford Motor Company as an assembly plant between 1926 and 1958 (City of Somerville, 2022). Several art installations located throughout the site—including shipping containers painted with murals and archways constructed out of iron beams—pay homage to its industrial past (City of Somerville, 2022). Following the closure of the plant in 1958 due to the decline of the Rust Belt and the subsequent impact on the country's domestic manufacturing industry, the site became derelict (Alder et al., 2014; City of Somerville, 2022). It was not until 1979, that the city of Somerville formally recognized the site to be blighted and moved to adopt the Assembly Square Revitalization Plan (City of Somerville, 2022).

The initial revitalization plan would prompt the development of a 360,000 $ft^2$ enclosed shopping mall, consisting of numerous small retailers and two department store anchors: Kmart and Jordan Marsh (City of Somerville, 2022). Other big box stores—such as Home Depot—soon after began to populate the site as well, seemingly cementing its future as an automobile-oriented shopping center, characterized by extensive parking lots, wide streets, single-use commercial buildings, and no visible sense of place (City of Somerville, 2022). Moreover, the site's proximity to Interstate 93—which enhanced automobile access to a once thriving center for industrial jobs—further demonstrates the prioritization of cars in considering the mobility needs of the site during the early phases of development (City of Somerville, 2022). I-93, which forms the western boundary of Assembly Square, effectively isolated the site from the surrounding neighborhoods and posed a substantial barrier to access for alternative forms of mobility, such as walking and biking (City of Somerville, 2022). The lack of green spaces, human-scale buildings, and opportunities for public gathering prior to redevelopment resulted in a series of disconnected structures that were not easily navigable by pedestrians (see Figure III). The existing development pattern of commercial strips and enclosed shopping malls highlighted the underutilization of land on the site. Being a riverfront property situated in an immediate suburb of Boston, the potential to revitalize the site into an area for people to live, work, and play, presented an opportunity that many felt could not be foregone (Williamson & Dunham-Jones, 2021).

**Figure III.** Assembly Square prior to redevelopment: a vast paved lot containing strip malls and big box stores (Source: Harriman, n.d.).

## REDEVELOPMENT

The City of Somerville and its residents sought to reimagine the trajectory of the site's built form. One of the most influential advocates for the site's redevelopment was undoubtedly the Mystic View Task Force, a citizens group that lobbied for the creation of a dense, mixed-use, and walkable neighborhood (Williamson & Dunham-Jones, 2021). This came following the introduction of New Urbanist and Smart Growth ideologies to the community at the SomerVision event in the spring of 1998, which brought the notion of pedestrian-oriented and dense development to the public eye (Williamson & Dunham-Jones, 2021). By 2004, an Assembly Square Mixed-Use District had been established by ordinance of the City of Somerville to expand opportunities for housing, office spaces, and recreation and to replace vacant and underutilized land (City of Somerville, 2018). In order to ensure that the redevelopment project was both a feasible and targeted approach, the ordinance outlines development standards and design guidelines for future development (City of Somerville, 2018). These frameworks ensure that new development meets transportation demands, offers greater visual appeal, and enhances opportunities for open space (City of Somerville, 2018).

As part of the goal of improving connectivity to alternative transportation networks, a new "T" station was constructed to encourage transit use and further remove the need for car-oriented development (Williamson & Dunham-Jones, 2021). The implementation of wide sidewalks, bike lanes, safe street crossings, on-street parking, and other buffers from car traffic have created inviting spaces for pedestrians to gather (Williamson & Dunham-Jones, 2021). At buildout, Assembly Square is expected to have more than 800,000 $ft^2$ of retail space, 1.75 million $ft^2$ of office space, and more than 2,000 apartments, with 12.5% of the units being designated affordable as per the City of Somerville's inclusionary housing program (Williamson & Dunham-Jones, 2021). In the interest of improving public health, a 300-foot buffer set from the nearby highway aims to protect people from the effects of car particulates, while improved capacity for multi-modal infrastructure provides additional support for encouraging physical activity via walking and biking (Williamson & Dunham-Jones, 2021). Figure IV shows the site following redevelopment and demonstrates how the project was able to enhance walkability and pedestrian access by narrowing the street and removing large parking lots in favor of attractive blocks and storefronts.

**Figure IV.** Aerial view of Assembly Square following redevelopment, with walkable blocks, increased density, and thriving public spaces (Source: Boghosian, n.d.).

By employing a mix of construction materials, varying building heights, and supporting vibrant public spaces, Assembly Square has undergone a substantial transition from a once placeless commercial zone to a thriving neighborhood, rich in character and opportunity. Figure V demonstrates how decentering cars can promote public gathering and mediate social exchange. The amphitheater at Assembly Square is an example of how retrofitting existing commercial strip development can not only facilitate increased density but can also expand opportunities for open space and re-greening that are otherwise lost.

**Figure V.** Members of the public enjoy an event at the newly constructed amphitheater, one of several public spaces in the site (Source: Federal Realty, n.d.).

# LANCASTER BLVD

*Lancaster, California*

## BACKGROUND

Lancaster, California is an important case study for understanding how to successfully retrofit a dying suburb of commercial strips and treacherous streets into a walkable and thriving downtown. The City of Lancaster, California is currently home to a population of over 100,000 people and is a model for Smart Growth due to its immense reconfiguration of a nine-block portion of its downtown into a hub for pedestrian activity (CNU, 2019). Prior to redevelopment, Lancaster stood as a destitute reminder of the historic center that once was.

The City of Lancaster first rose to prominence for its early agricultural pursuits following the introduction of a railroad through the town in the nineteenth century. From that point on, Lancaster became overrun by the continued development pressures of a sprawling Los Angeles metro (City of Lancaster, n.d.). This led to the emergence of a downtown characterized by wide streets subject to frequent speeding along with big box stores and commercial strips driving out local businesses (Holstein, 2016). Figure VI illustrates the resulting landscape of automobile-oriented development that ultimately emerged. Unemployment levels at the height of Lancaster's economic depression sat at around 18%, posing significant barriers to growth for the community (Holstein, 2016). As a result, the city's downtown suffered from rising vacancies and a lack of clientele to support businesses (Williamson & Dunham-Jones, 2021).

While the City of Lancaster undoubtedly suffered as a result of its conventional suburban development patterns and unsustainable revitalization efforts, there was an important emphasis for future redevelopment to recognize the variety of opportunities that were already at the community's disposal. Such opportunities included an effective grid pattern surrounding the downtown district which allowed the city to integrate multi-modal facilities into existing commercial corridors (Holstein, 2016). In doing so, the city sought to undertake a project that relied largely on enhancing current frameworks as opposed to a complete overhaul and redevelopment. The goal of this approach was to allow the City of Lancaster to grow in a way that was both organic and welcomed by the community, rather than attempting to restore it to its original glory. This kickstarted a revitalization effort that would reinvigorate the community and transform it into a vibrant and accessible space.

**Figure VI**. Downtown Lancaster prior to redevelopment, with wide streets and lacking pedestrian facilities (Source: Moule & Polyzoides, n.d.).

## REDEVELOPMENT

Early efforts to expand the capacity for growth in Lancaster and renew interest in the city's downtown—including implementing a light rail station, increasing affordable housing options, and building a performing arts center—alone were insufficient for the task at hand (Holstein, 2016). By 2008, Lancaster had adopted a Downtown Specific Plan which leveraged urban design strategies such as form-based codes in order to encourage pedestrian activity and support a mix of land uses (Williamson & Dunham-Jones, 2021). Over the next decade, the site would come to be regarded as a highly successful

revitalization project, responsible for drawing in large crowds, raising property values, increasing jobs, and encouraging multi-modality (Holstein, 2016). This was an achievement made possible by the decision to alter current zoning regulations and plan for the development of unique placetypes in favor of a single zoning district with allowable uses. By narrowing once busy streets with several lanes of traffic and effectively curtailing driving speeds, the safety of pedestrians and bicyclists became the top priority (Williamson & Dunham-Jones, 2021). Figure VII highlights the street reconfigurations that the city of Lancaster adopted in order to promote safe opportunities for walkability and encourage greater economic activity in downtown.

**Figure VII**. View of Lancaster BLVD showing the reconstruction of the site into a central greenway with pedestrian-oriented streets (Source: Tamara Leigh Photography, n.d.).

In an effort to preserve the integrity of the city's character and establish a unique sense of place, developers sought to leverage the area's culture by designing a central rambla, featuring a tree-lined promenade along rows of businesses (Holstein, 2016). In ensuring adequate accessibility, the redevelopment considered the need for benches to allow opportunities for rest, shade trees to protect occupants from excessive heat exposure, and attractive art installations that provide aesthetic value (Benfield, n.d.). The site, now known as the BLVD, hosts a variety of events throughout the year and has facilitated the growth of 50 new businesses, seen dramatic reductions in rates of traffic-related injuries, and generated over $273 million in economic output (Williamson & Dunham-Jones, 2021). The scale of economic growth is particularly impressive, when considering the project input costs totaled only $41 million (Williamson & Dunham-Jones, 2021).

The redevelopment of Lancaster BLVD is certainly an insightful case study for understanding how financially feasible strategies of suburban renewal can tremendously impact fading suburbs without undertaking a complete redevelopment. For instance, the project was able to cut costs on its safe streets redesign by maintaining existing curb cuts and gutter systems and enhancing pedestrian-friendly facilities such as bike lanes and street crossings (Williamson & Dunham-Jones, 2021). The central rambla, the primary utility of which is to accommodate parking, utilized permeable pavers to both improve permeability on the site and distinguish its function as a multi-use space during events and holiday festivals (Williamson & Dunham-Jones, 2021). Figure VIII illustrates the function of the rambla as central parking, while offering shade for pedestrians and safe crossing points.

**Figure VIII**. Central rambla with parking and shade trees (Source: Moule & Polyzoides, n.d.).

The removal of numerous traffic lights in favor of pedestrian-oriented street crossings has further promoted connectivity throughout the BLVD while reducing threats to pedestrian safety, such as having to cross several lanes of traffic. Additional investments of $30 million were also made within downtown Lancaster to expand housing opportunities and provide access to 800 units of affordable housing (Williamson & Dunham-Jones, 2021).

# Mizner Park

*Boca Raton, Florida*

## Background

While Mizner Park—located in Boca Raton, Florida—is known today for its promenade of high-end shops and restaurants, relaxing greenways, and enriching cultural centers, it once represented one of the country's most common development types: the suburban mall (EPA, 2022). The site formerly housed a roughly 30-acre enclosed shopping mall with two department stores alongside a row of smaller retailers (Retrofitting Suburbia, 2021). As is often the case with suburban shopping malls, the original site was surrounded by impervious parking lots, with no sufficient infrastructure to support alternative methods of mobility (EPA, 2004). This presented a challenge of stormwater management, as there was a lack of vegetation and permeability to absorb and filter stormwater passing through the site, which carried pollutants from surrounding roadways (EPA, 2004). The site, located just north of the city's major downtown arterial—Palmetto Park Road—was easily accessible to the historic center of Boca and the primary hub of activity at the time of its development (Leming, 2016).

The Boca Mall, as it was previously named, was located at the site from 1972 to 1990, before it was ultimately deemed to be a blighted property suffering from high vacancy rates, increased competition from nearby malls, and some of the lowest office rents in Palm Beach County (Carson, 2001; EPA, 2022). The opening of the much larger Town Center Mall in 1980 just a few miles from the site seemingly accelerated the Boca Raton Mall's demise, drawing in a greater clientele and offering a broader shopping experience (Carson, 2001). Figure IX demonstrates the type of commercial development that characterized the original site, most notably large car parking in the front of the store to enhance automobile access and a long corridor of single-story retail spaces. This built landscape often emerges from zoning restrictions that limit development to a single use and incentivize a dependency on personal automobiles to fulfill one's transportation needs (Watsky, 2018). These pressures resulted in a site that lacked adequate walkability, viable green spaces, or a diverse mix of uses to generate activity.

**Figure IX.** Image taken from the parking lot of the 'Boca Mall' in the 1980s, depicting the mall and one of its department stores anchors (Source: Boca Raton Historical Society, n.d.).

## Redevelopment

Today, downtown Boca's upscale neighborhoods and high property values represent a stark contrast from its once bleak future as a dying shopping mall with rising vacancies. Not only did this suburban retrofit impact the immediate area of the site, but it has also had a resounding effect on the entirety of the city's downtown, forming a stable tax base that has helped to bolster economic growth (Stone, 2022). The neighborhood surrounding Mizner Park reportedly experienced a 14-fold increase in property values in the decade that followed the site's redevelopment into a mixed-use center lined with attractive storefronts, bustling restaurants, and a central park corridor (EPA, 2022). By 2002, the number of housing units downtown had increased by more than 600, with hundreds more units underway (EPA, 2022). Currently, the 29-acre site of Mizner Park provides access to more than 200 homes and 262,000

$ft^2$ of office space, with nearly half of its land area dedicated as open green space (EPA, 2022). The large central park feature which lines the promenade—shown in Figure X—promotes pedestrian activity and encourages physical forms of mobility. This, in turn, improves occupant health, while offering a more visually appealing experience for patrons who come to dine and shop at its businesses. The reintroduction of native vegetation and permeability to the site has dramatically improved its impact on local water quality and helped to mitigate hazards such as flooding and stormwater runoff (Goldberg, n.d.).

**Figure X.** View of Mizner Park's central green space, flanked on either side by lines of multi-story buildings with numerous housing and office spaces located above shops and restaurants (Source: Royal Palm Properties, n.d.).

Mizner Park has come to be known as a highly regarded redevelopment project, recognized by the EPA for its integration of Smart Growth principles to successfully revitalize a blighted shopping mall (EPA, 2022). Not only did this suburban retrofit prioritize elements of increasing density and maximizing underutilized land, but it also strongly considered the experience of occupants in its design and construction phases. With its vibrant public spaces and thriving establishments, Mizner Park was one of the earliest examples of retrofitting a placeless commercial development into an identifiable and pedestrian-oriented landmark (Carson, 2001).

By narrowing the road, installing pavers in place of asphalt, utilizing on-street parking as a road buffer, and encouraging walkability, the site is able to effectively limit car traffic and mitigate hazards to pedestrian safety (Urban Land Institute, 2005). Additionally, by modeling the architecture of the site after the traditional Mediterranean Revival style that was popularized throughout South Florida's beach-towns, Mizner Park maintains a connection to the local sense of place (Urban Land Institute, 2005). The site was also recognized for its creative use of housing to hide on-site parking from the public view and more effectively integrate the site into the surrounding landscape. To disguise parking garages on the site and maximize opportunities for housing, developers chose to line the rear façades on the eastern half of the site with townhomes, as they fronted a nearby single-family neighborhood (EPA, 2022). Figure XI highlights how Smart Growth strategies can encourage aspects of increased density and mixed-use while preserving the character of surrounding communities.

**Figure XI.** Lines of townhomes that hide parking garages from the view of the surrounding neighborhood (Source: Gables Residential, n.d.).

# Promenade of Wayzata

*Wayzata, Minnesota*

## Background

Wayzata, Minnesota is a city of just over 4,000 people, located in a nearby suburb of Minneapolis (Data USA, n.d.). Founded in 1854, it is known for its small-town character and scenic lakefront views (Williamson & Dunham-Jones, 2021). Situated at the terminus of a former passenger rail line along Lake Minnetonka, it was popularized as a seasonal resort and cottage community that offered a temporary respite from the city (Williamson & Dunham-Jones, 2021). Yet, as the Minneapolis metro area continued to face pressures of sprawling development in the mid-twentieth century, it eventually became a suburban community characterized by patterns of commercial strips, shopping malls, and a declining main street. As its commercial areas began to fade and the city explored unsuccessful attempts at replacing dying businesses with more retail space, Wayzata's status as a once thriving community was increasingly threatened (Williamson & Dunham-Jones, 2021).

The site of a 14-acre commercial area known as the Wayzata Bay Shopping Center became an ideal location for redevelopment (Gilyard, 2011). The former shopping center, built in 1967, undoubtedly reflects the prioritization of automobiles as the driving force of development during this time period (Williamson & Dunham-Jones, 2021). The site was comprised of a single-story enclosed shopping mall, nearby strip malls, and several rows of impervious parking (Williamson & Dunham-Jones, 2021). Figure XII illustrates the development that once existed at the site and showcases its emphasis on maintaining car-oriented infrastructure and conventional low-density development practices. These features later proved to be a challenge for stormwater management, as the development not only limited access to permeability but was also sited on the location of preexisting wetlands. This disruption of the natural ecosystem services contributed to severe drainage issues and damaging floods (Williamson & Dunham-Jones, 2021). In addition, commercial strip corridors formed as a result of building frontage along the city's main street—Lake Street—to promote accessibility of cars to nearby shops and businesses in the heart of downtown (Williamson & Dunham-Jones). This led to the emergence of large retail-dominated strip malls, lined with parking lots that connected directly to Wayzata's main street.

**Figure XII**. View of the former Wayzata Bay Shopping Center (Source: Klotz, 2011).

## Redevelopment

By 2008, the City of Wayzata began to recognize the need for alternative methods of revitalization and opted to establish a downtown mixed-use district to allow some flexibility in building height and density requirements (Williamson & Dunham-Jones, 2021). This would set the stage for the city to begin re-envisioning its downtown as a walkable and mixed-use area for people to enjoy a variety of opportunities for shopping, dining, and recreation. With an emphasis on addressing concerns of automobile dependency and stormwater management, the redevelopment prioritized features such as open space, increased density, and adequate stormwater management facilities to limit flooding hazards and enhance accessibility for visitors (Williamson & Dunham-Jones, 2021).

Today, the site now known as the Promenade of Wayzata comprises several blocks of mixed-use buildings, with 255 senior housing units, 155 condos/rentals, and a 92-room hotel, in addition to 111,000 $ft^2$ of retail space (Williamson & Dunham-Jones, 2021; Doherty, n.d.). Figure XIII demonstrates how developers were able to reutilize land that was previously occupied by single-use and low-density commercial development and transform it into a denser and more functional site that still retained the character of the surrounding community. The additional housing has helped to meet the increased need for senior living opportunities, given the growth in the population of older adults retiring to Wayzata over the last several decades. For instance, between 1990 and 2010, the percentage of individuals over the age of 65 increased from 16% to 22% (Williamson & Dunham-Jones, 2021). To maintain adequate housing stock to support this growing population, the community made the decision to restrict certain housing units in the Promenade to individuals who were 55 and older and even offer relevant services and amenities such as assisted living and medical services (Williamson & Dunham-Jones, 2021).

**Figure XIII**. The Promenade of Wayzata following redevelopment, with mixed-use buildings and added green space (Source: MNLA, n.d.).

Another key consideration of the site's redevelopment was undoubtedly the preservation of open green space to help bolster community activity and improve ecological function. While the re-greening initiative ultimately did not opt for wetland restoration, the integration of street trees, landscaped curbs, and open lawns introduced a renewed permeability to the site while enhancing the visual appeal of surrounding storefronts and housing developments (Williamson & Dunham-Jones, 2021). Challenges of poor soil quality and drainage were managed by a carefully engineered approach to capture stormwater through a complex filtration system. This intricate filtration process, which extended throughout the site, relied on green roofs, stormwater basins, and drainage ponds to replicate the function of the wetland system that the site replaced (Williamson & Dunham-Jones, 2021). Figure XIV highlights one of the green spaces that is a part of this stormwater management system and provides beautification for surrounding housing.

In addition to managing stormwater on-site, the redevelopment also took into consideration the continued threat of pollution to nearby water bodies caused by excessive salting of roads and sidewalks during the winter months (Williamson & Dunham-Jones, 2021). By installing heating technology beneath the streets and sidewalks to reduce the need for salting, the site has been able to curtail the over-chlorination of surrounding freshwater resources (Williamson & Dunham-Jones, 2021). Moreover, the implementation of dedicated bike lanes, a free trolley system, and underground parking has dramatically improved options for multi-mobility and established pedestrian linkages throughout the downtown area (Williamson & Dunham-Jones, 2021).

**Figure XIV**. A green space on the site located near a senior housing complex (Source: Finance & Commerce, 2019).

# Meriden Green

*Meriden, Connecticut*

## Background

Meriden, Connecticut is a medium-sized city of roughly 60,000 people that became known for its prominent industrial core and manufacturing economy (Steuteville, 2022). Meriden earned the name 'Silver City,' once popular for its production of cutlery and other goods through the International Silver Company (City of Meriden, n.d.). Situated at the midpoint of two major urban centers in the state of Connecticut—Hartford and New Haven—Meriden faced rising suburban development pressures throughout its history (Steuteville, 2022). By the mid-twentieth century, the city had abandoned its industrial-era structures to accommodate a 250,000 square foot enclosed shopping mall at the heart of its downtown (Williamson & Dunham-Jones, 2021). At the time, this development project was touted as an "urban renewal" effort to revitalize an increasingly feeble economy. The construction of this project in the 1960s led a roughly 14-acre area of land containing the Harbor Brook—a waterway which feeds into the Quinnipiac River and Long Island Sound—to be cleared and filled (Williamson & Dunham-Jones, 2021).

The Meriden Hub mall opened in 1970 and quickly began to suffer the effects of its early mismanagement, facing competition from another nearby mall that was more easily accessible to the highway and suffering from rising vacancies, bankrupt department store anchors, and a declining industrial jobs market (Williamson & Dunham-Jones, 2021). While the site was later redeveloped as a strip mall in an attempt to extend its viability, it nevertheless failed to adequately address the environmental impacts of developing on the site of a former floodplain, leading the property to flood frequently and resulting in catastrophic damages totaling $30 million following flooding events that occurred in 1992 and 1996 (Williamson & Dunham-Jones, 2021). The damages incurred from these floods, alongside other pressures that were driving people out of the downtown, eventually caused the last remaining major tenant, which operated offices in a large portion of the mall, to leave (Pelham, 2007). By 2005, various stakeholder recommendations and EPA findings on underutilized sites led the city to seize the property through eminent domain and begin efforts for remediation (Williamson & Dunham-Jones, 2021). Figure XV shows the site before it was redeveloped, characterized by vast parking lots and single-story commercial spaces.

**Figure XV**. The site of the Meriden Hub mall, prior to demolition (Source: RJ Media Group, n.d.)

## Redevelopment

An early emphasis of the redevelopment project was to establish a 'town green,' a common feature of many New England towns that the community of Meriden previously lacked (Steuteville, 2022). The remediation and subsequent new construction on the site were a nearly $17 million undertaking and took a decade to complete (Williamson & Dunham-Jones, 2021). Opening in 2016 as the Meriden Green, the project relied entirely on small business contracting, with a quarter of those contractors being women and minority owners. Today, Meriden Green serves as a community gathering and event space and contains over a mile of walking paths, pedestrian bridges, and even an amphitheater (Williamson & Dunham-Jones, 2021).

By re-grading the landscape to promote flood control, the design of the site was able to remove over 200 properties in the downtown area from the 100-year flood plain and dramatically improve the permeability of the site (Williamson & Dunham-Jones, 2021). As a result, the design not only added beautification, but it also effectively enhanced the ecosystem services of the area by restoring its natural function as a floodplain. Figure XVI shows the daylighting of the Harbor Brook, an aesthetic focal point and stormwater basin. It is worth noting that there are plans for expanding the walking and biking facilities along the path of the Harbor Brook and uncovering additional portions of the waterway as well (Williamson & Dunham-Jones, 2021).

**Figure XVI**. The daylighted Harbor Brook, with a pedestrian bridge in the background (Source: Kasinskas, n.d.).

Another important priority of the redevelopment project was to expand mobility opportunities by improving access to transit, along with walking and biking facilities. This was encouraged through a rezoning of the area into the Transit-Oriented District (TOD) in order to revitalize an existing transit station that offers service to a commuter rail line between New Haven, Hartford, and Springfield (City of Meriden, 2020; Williamson & Dunham-Jones, 2021). Moreover, the new Meriden Transit Station includes infrastructure and facilities to support buses and rideshare vehicles as well, with the goal of offering alternative transportation methods to cars and relieving traffic congestion along nearby highway corridors (Williamson & Dunham-Jones, 2021).

With 11 acres of the site being allocated as open green space surrounding the Harbor Brook, this revitalization project demonstrates how Smart Growth strategies are not limited in scope to increasing density via the raze and replace of existing development. Rather, they may also be utilized to encourage low-impact development and preserve the natural landscape through maximizing open space (EPA, 2021). In conjunction with the main open space feature, the remaining 3 acres of the site were sited for mixed-use development, adding housing capacity for 170 apartments above ground-floor retail spaces (Williamson & Dunham-Jones, 2021). The Meriden Commons housing development was built to reduce local flooding hazards and serve a diverse range of occupants, allocating a set number of units to displaced residents from previous substandard housing (26 units), along with affordable housing (60 units) and market rate households (15 units) (Williamson & Dunham-Jones, 2021).

Regarding future expansion, the effort to improve housing facilities while retaining affordability has been managed via the Choice Neighborhoods Transformation program (Williamson & Dunham-Jones, 2021). Through this effort, there are plans to demolish existing substandard public housing and substitute each unit by offering vouchers and replacement units to displaced residents. This would provide more viable affordable housing opportunities that are outside of existing floodplains, while improving connectivity to nearby green spaces for low-income individuals who often lack access to such amenities. Figure XVII highlights the widespread re-greening of the site and shows plans for additional housing and mixed-use development along the periphery of Meriden Green.

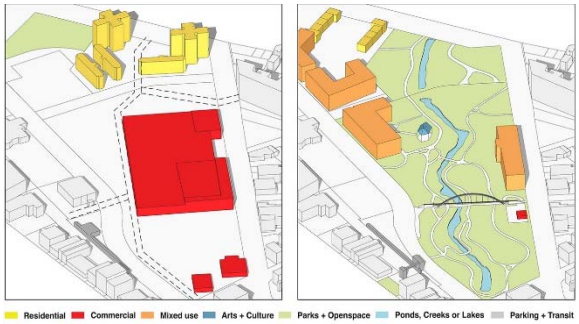


**Figure XVII**. Comparison of the site prior to redevelopment and following the re-greening and construction of mixed-use housing/retail space (Source: Williamson & Dunham Jones, 2021).

# Mashpee Commons

*Mashpee, Massachusetts*

## Background

Mashpee is a small town in Massachusetts with a year-round population of just over 15,000 people (U.S. Census Bureau, 2021). Located in the popular summer tourist destination of Cape Cod, it is known for its scenic trails, rich cultural heritage, and renowned Mashpee Commons. Once a strip mall surrounded by a vast parking lot, today the Commons has become one of the strongest examples of successful mixed-use redevelopment in the country to date (Kuschel, 2018). The site was originally constructed in the 1960s, as the New Seabury Shopping Center and housed only a handful of businesses, including a hardware store, a bank, a small theater, and a restaurant (World Green Building Council, n.d.). It was not until the 1980s that the name of the site was changed to Mashpee Commons, and the developers began to construct additional buildings and streets within the property.

The former New Seabury Shopping Center is emblematic of the sprawling, auto-centric development patterns that characterized much of New England and the Cape in the mid-twentieth century and which continues to shape many existing developments today (World Green Building Council, n.d.). As demonstrated by Figure XVIII, the presence of wide parking lots directly connecting to the Town's major arterials and corridors of commercial spaces promote ease of access for individuals travelling by car. Additionally, the absence of sidewalks, shade trees, or walkable blocks effectively prohibits pedestrian activity and resulted in a commercial strip with no true sense of place or opportunities for community gathering and exchange. Moreover such patterns of impervious development have continued to be a common trend amongst existing commercial areas, often exacerbating issues such as flooding and pollutant runoff from vehicles (EPA, 2022).

**Figure XVIII**. The site of the former New Seabury Shopping Center (Source: Mashpee Commons, n.d.).

Despite the seemingly decided fate of the site and the surrounding community as a sprawling network of suburban neighborhoods and commercial strips, developers sought a bold opportunity to re-introduce the historic character and walkability of the traditional New England village to Mashpee (World Green Building Council, n.d.).

## Redevelopment

While in the mid 1980's the site housed about 10 businesses, today Mashpee Commons boasts over 100 shops, restaurants, movie theaters, and even a grocery store (World Green Building Council, n.d.). Of these businesses, roughly 70% are locally-owned, relying on a few chain stores to serve as the site's economic anchors and attract a wider clientele base to the Commons. By minimizing the heavy commercialization of the site, Mashpee is able to retain its economic growth within the Town (Kuschel, 2018). Developers have also leveraged design strategies to encourage walkable blocks lined with shade trees and attractive storefronts that are easily navigable by pedestrians and result in strong activity centers (CNU, 2017). By increasing density and providing housing units above retail and other commercial spaces, the site was able to maximize its available land area to offer a wide range of uses

while expanding opportunities for workforce housing and multi-modality (Mashpee Commons, 2021). Figure XIX highlights how the implementation of wide sidewalks, crosswalks, on-street parking buffers, and an internal low-speed street network not only improved pedestrian safety, but also limited the need for cars to navigate the site. Moreover, numerous 'liner buildings' disguise parking lots from the public way and help to facilitate a pedestrian-oriented experience for visitors (CNU, 2017).

**Figure XIX.** View of Mashpee Commons, one of the most prominent case studies in the U.S. of a commercial strip retrofit into a mixed-use and walkable 'Village Center' (Source: Tagney, 2020).

As such, Mashpee Commons is a unique case study in that it offers a long-range of study to evaluate the impacts of prioritizing mixed-use and dense development in favor of single-use commercial areas (Kuschel, 2018). It is also worth noting that the Commons has become the commercial activity center of the Town in the years following its redevelopment, with numerous municipal buildings and public spaces—such as the public library, places of worship, a post office, and open green spaces—being located in close proximity to the site (CNU, 2017). Figure XX demonstrates how the site's focus on encouraging pedestrian activity has contributed to its immense success and popularity, with regular events and performances maintaining year-round business (World Green Building Council, n.d.). Future plans for expanding the Commons include developing additional housing units, to accommodate the overwhelming need for affordable and rental housing (Mashpee Commons, 2021). Yet, while Mashpee Commons undoubtedly represents one of the largest

**Figure XX**. A family enjoys live music at the bandstand at Mashpee Commons, which hosts regular events and performances (Source: Kazarian, n.d.).

development influences in the Town, it is also one of the most ambitious proponents of sustainability, with plans for expanding biking and pedestrian facilities, improving transit access, and maintaining its emphasis on renewable energy (Mashpee Commons, 2021). By encouraging walkability and increased density, developers sought to limit the reliance on automobiles and consequently reduce the amount of pollution associated with car-related traffic. Additionally, concentrating development in dense commercial clusters allows the Town to limit sprawling patterns of growth that require substantial land area to accommodate. The re-greening of the site via street trees and public green spaces has also sufficiently improved stormwater management by establishing permeable surfaces to handle runoff (Mashpee Commons, 2021).

The foresight of developers to build a scalable water treatment facility that services numerous Town facilities such as the Senior Center, Police & Fire stations, and the Public Library, has further demonstrated its commitment to preserving the quality of the Town's water resources (Mashpee Commons, 2021). As the Town of Mashpee faces its own development challenges surrounding the need to accommodate growing demands for housing, infrastructure, and services—whilst preserving the integrity of its small-town character—there is much to be learned from Mashpee Commons and its lessons of sustainable development.

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**TOWN OF FALMOUTH**
**MASSACHUSETTS**

# BOARD OF APPEALS

# Notice of Decision

Notice is hereby given that the Board of Appeals of the Town of Falmouth has made a decision on a petition by Crystal and Erin Mello, 30 Alderberry Lane, East Falmouth, Ma. (Map 17 Lot 037) under 240-3 C. of the Zoning By-Law, as amended to grant the special permit to remove the existing deck and construct an addition.

Appeals, if any, shall be made pursuant to the Massachusetts General Laws, Chapter 40A, Section 17, and shall be filed within twenty (20) days after **September 20,2022** which is the date the Decision was filed in the office of the Town Clerk.

Please contact Noreen Stockman at 508-495-7460
or Noreen.stockman@falmouthma.gov if you have any questions or comments
full text of decision available at http://www.falmouthmass.us

TOWN OF FALMOUTH
PLANNING BOARD
PUBLIC MEETING NOTICE

| | |
|---|---|
| APPLICANT: | WHOI |
| Location: | 86 Water St<br>Map# 49A 02 000K 001 |
| PROPOSAL: | Special Permit Application (240-2.1 – Exempt Uses) and a Site Plan Review application for redevelopment of WHOI's waterfront, including construction of new 3-story building, together with site amenities to support WHOI's use |
| DATE & TIME: | Tuesday, October 11, 2022 at 6:30pm |
| PLACE: | Falmouth Town Hall<br>59 Town Hall Sq<br>Falmouth, MA 02540 |

Documents may be viewed online at:
https://www.falmouthma.gov/1327/Applications-Currently-Under-Review

By Order of the Planning Board

Paul Dreyer
Clerk/Secretary

Publishing Date:
9.23.22
9.30.22

# *TOWN OF FALMOUTH*
## ZONING BOARD OF APPEALS

59 TOWN HALL SQUARE, FALMOUTH, MA 02540
508-495-7460 – FAX 508-495-7463

**BOARD OF APPEALS**
**NOTICE OF PUBLIC HEARING**

Being all persons deemed affected by the Board of Appeals under Section 11 of Chapter 40A of the Massachusetts General Laws you are hereby notified that:

**Application #076-22 Cape Cod Aggregates Corp., P.O.Box 517, Barnstable, Ma.:** Applied to the Zoning Board of Appeals for a special permit pursuant to section(s) 240-150 thru 240-156 and 240-216 of the Code of Falmouth to continue the earthmoving operation and reclamation of land on properties located on Dimmock Avenue and Draper Road, East Falmouth, Ma.

Map 22 Section 01 Parcel 008A Lot(s) 014
Map 23 Section 03 Parcel 014A Lot(s) 013
Map 23 Section 03 Parcel 014B Lot(s) 015
Map 23 Section 03 Parcel 014C Lot(s) 017

A public hearing will be given on this application, in the Select Board's Meeting Room, Town Hall, on
**Thursday, October 20, 2022 at 6:30PM**
You are invited to be present.

By Order of the Board of Appeals,
Chairman, Terrence Hurrie

Plans are available for review prior to the hearing at the Board of Appeals office, Town Hall during the hours of 8:00 AM to 4:00 PM.*Plans are available to review at https://www.falmouthma.gov/1113/Applications-under-review-by-the-ZBA

# *TOWN OF FALMOUTH*
## ZONING BOARD OF APPEALS

59 TOWN HALL SQUARE, FALMOUTH, MA 02540
508-495-7460 – FAX 508-495-7463

**BOARD OF APPEALS**
**NOTICE OF PUBLIC HEARING**

Being all persons deemed affected by the Board of Appeals under Section 11 of Chapter 40A of the Massachusetts General Laws you are hereby notified that:

**Application #029-21R, Court Ordered Remand – James B. and Mary E. Knox, 24 Eric Clauson Lane, Falmouth, Ma.:** Applied to the Zoning Board of Appeals for a special permit pursuant to section(s) 240-3 C. of the Code of Falmouth to raze and rebuild the non-conforming, single family dwelling on subject property known as 9 Dartmouth Avenue, Falmouth, Ma.

Map 46B Section 26 Parcel 007 Lot(s) 009

A public hearing will be given on this application, in the Select Board's Meeting Room, Town Hall, on
**Thursday, October 20, 2022 at 6:30PM**
You are invited to be present.

By Order of the Board of Appeals,
Chairman, Terrence Hurrie

Plans are available for review prior to the hearing at the Board of Appeals office, Town Hall during the hours of 8:00 AM to 4:00 PM.*Plans are available to review at https://www.falmouthma.gov/1113/Applications-under-review-by-the-ZBA

# *TOWN OF FALMOUTH*
## ZONING BOARD OF APPEALS

59 TOWN HALL SQUARE, FALMOUTH, MA 02540
508-495-7460 – FAX 508-495-7463

**BOARD OF APPEALS**
**NOTICE OF PUBLIC HEARING**

Being all persons deemed affected by the Board of Appeals under Section 11 of Chapter 40A of the Massachusetts General Laws you are hereby notified that:

**Application #073-22 Stephen P. Bowen, 40 Zana Park Drive, Braintree, MA.:** Applied to the Zoning Board of Appeals for a special permit pursuant to section(s) 240-3 C. and 240-69 E. of the Code of Falmouth to raze and rebuild the nonconforming, single family dwelling; exceeding 20% lot coverage by structures on subject property known as 24 Boston Street, Teaticket, Ma.

Map 46A Section 09 Parcel 000 Lot(s) 112

A public hearing will be given on this application, in the Select Board's Meeting Room, Town Hall, on
**Thursday, October 20, 2022 at 6:30PM**
You are invited to be present.

By Order of the Board of Appeals,
Chairman, Terrence Hurrie

Plans are available for review prior to the hearing at the Board of Appeals office, Town Hall during the hours of 8:00 AM to 4:00 PM.*Plans are available to review at https://www.falmouthma.gov/1113/Applications-under-review-by-the-ZBA

# *TOWN OF FALMOUTH*
## ZONING BOARD OF APPEALS

59 TOWN HALL SQUARE, FALMOUTH, MA 02540
508-495-7460 – FAX 508-495-7463

**BOARD OF APPEALS**
**NOTICE OF PUBLIC HEARING**

Being all persons deemed affected by the Board of Appeals under Section 11 of Chapter 40A of the Massachusetts General Laws you are hereby notified that:

**Application #079-22 Gaetano Fodera and Maria Pia Fodera, 12 Thomas Drive, Reading, Ma.:** Applied to the Zoning Board of Appeals for a special permit pursuant to section(s) 240-3 C. of the Code of Falmouth to raze and rebuild the existing non-conforming, single family dwelling on subject property known as 258 Edgewater Drive East, East Falmouth, Ma.

Map 41 Section 03 Parcel 000K Lot(s) 007

A public hearing will be given on this application, in the Select Board's Meeting Room, Town Hall, on
**Thursday, October 27, 2022 at 6:30PM**
You are invited to be present.

By Order of the Board of Appeals,
Chairman, Terrence Hurrie

Plans are available for review prior to the hearing at the Board of Appeals office, Town Hall during the hours of 8:00 AM to 4:00 PM.*Plans are available to review at https://www.falmouthma.gov/1113/Applications-under-review-by-the-ZBA

# *TOWN OF FALMOUTH*
## ZONING BOARD OF APPEALS

59 TOWN HALL SQUARE, FALMOUTH, MA 02540
508-495-7460 – FAX 508-495-7463

**BOARD OF APPEALS**
**NOTICE OF PUBLIC HEARING**

Being all persons deemed affected by the Board of Appeals under Section 11 of Chapter 40A of the Massachusetts General Laws you are hereby notified that:

**Application #078-22 Alison Brown and Eugene Garofalo, 11 Prentiss Place, Medfield, MA.:**
Applied to the Zoning Board of Appeals for a special permit pursuant to section(s) 240-3 C. and 240-69 E. of the Code of Falmouth to raze the existing dwelling and garage and rebuild with attached garage and a pool; exceeding 20% lot coverages by structures on subject property known as 94 Seapit Road, East Falmouth, Ma.

Map 32 Section 21 Parcel 006 Lot(s) 024

A public hearing will be given on this application, in the Select Board's Meeting Room, Town Hall, on
**Thursday, October 27, 2022 at 6:30PM**
You are invited to be present.

By Order of the Board of Appeals,
Chairman, Terrence Hurrie

Plans are available for review prior to the hearing at the Board of Appeals office, Town Hall during the hours of 8:00 AM to 4:00 PM.*Plans are available to review at https://www.falmouthma.gov/1113/Applications-under-review-by-the-ZBA

# *TOWN OF FALMOUTH*
## ZONING BOARD OF APPEALS

59 TOWN HALL SQUARE, FALMOUTH, MA 02540
508-495-7460 – FAX 508-495-7463

**BOARD OF APPEALS**
**NOTICE OF PUBLIC HEARING**

Being all persons deemed affected by the Board of Appeals under Section 11 of Chapter 40A of the Massachusetts General Laws you are hereby notified that:

**Application #075-22 Blue Moon Sea Grille, Inc., 681 Falmouth Road, Mashpee, Ma.:** Applied to the Zoning Board of Appeals for a special permit pursuant to section(s) 240-107. B. to allow a parking reduction for the proposed restaurant. The subject property is 159 Main Street, Falmouth, Ma.

Map 47A Section 07 Parcel 070 Lot(s) 000

A public hearing will be given on this application, in the Select Board's Meeting Room, Town Hall, on
**Thursday, October 27, 2022 at 6:30PM**
You are invited to be present.

By Order of the Board of Appeals,
Chairman, Terrence Hurrie

Plans are available for review prior to the hearing at the Board of Appeals office, Town Hall during the hours of 8:00 AM to 4:00 PM.*Plans are available to review at https://www.falmouthma.gov/1113/Applications-under-review-by-the-ZBA

# *TOWN OF FALMOUTH*
## ZONING BOARD OF APPEALS

59 TOWN HALL SQUARE, FALMOUTH, MA 02540
508-495-7460 – FAX 508-495-7463

**BOARD OF APPEALS**
**NOTICE OF PUBLIC HEARING**

Being all persons deemed affected by the Board of Appeals under Section 11 of Chapter 40A of the Massachusetts General Laws you are hereby notified that:

**Application #077-22 Sarah M. Adams, 36 Beach Rose Lane, North Falmouth, Ma.:** Applied to the Zoning Board of Appeals for a special permit pursuant to section(s) 240-3 C. and 240-69 E. of the Code of Falmouth to construct an addition to the nonconforming dwelling, increasing lot coverage by structures on subject property known as 36 Beach Rose Lane, North Falmouth, Ma.

Map 04 Section 00A Parcel 000 Lot(s) 100

A public hearing will be given on this application, in the Select Board's Meeting Room, Town Hall, on
**Thursday, October 27, 2022 at 6:30PM**
You are invited to be present.

By Order of the Board of Appeals,
Chairman, Terrence Hurrie

Plans are available for review prior to the hearing at the Board of Appeals office, Town Hall during the hours of 8:00 AM to 4:00 PM.*Plans are available to review at https://www.falmouthma.gov/1113/Applications-under-review-by-the-ZBA

# Town of Sandwich

THE OLDEST TOWN ON CAPE COD

# Planning Board

16 Jan Sebastian Drive
Sandwich, MA 02563
Phone: 508-833-8001
Fax: 508-833-8006
Email: planning@sandwichmass.org



TOWN CLERK
TOWN OF SANDWICH
SEP 28 2022
1 H 16 M 5 MG
RECEIVED & RECORDED


The Planning Board of the Town of Sandwich hereby gives notice that it will hold a Public Hearing on proposed amendments to the Sandwich Protective Zoning By-Law.

**Date and Time : October 18, 2022 at 6 p.m.**
**Location : Sand Hill School Community Center, 16 Dewey Avenue Sandwich, MA**

**Proposed Amendments:**

- Proposed amendment to Article II Section 2600 Intensity of Use Schedule for the purpose of removing footnote l) "Minimum lot area requirements for all principal uses in residential districts located within a Water Resource District, as described in Section 5000, shall be 87,120 square feet" and reorder remaining footnotes.
- Proposed amendment to Article IV Section 4133 Use and Dimensional Requirements under Section 4130 Accessory Dwelling Units (ADU) for removing footnote i) "An ADU and principal dwelling shall share common septic/ wastewater and water facilities" and reorder remaining footnotes.
- Proposed amendment to Article IV Section 4182 Procedure for the purpose of allowing Large Scale Canopy Solar projects by-right.
- Proposed amendment to the Definitions Section for the purpose of adding a Large Scale Solar Canopy definition.
- Proposed amendment to Article IV Section 4453 Standards for the purpose of reducing the affordability requirements, increasing density and allowing a consistent ratio of units for both rental and homeownership.

Full text of the proposed Zoning Amendments, along with the current Protective Zoning By-Law and current Zoning Map may be viewed in the following ways:

1. Request a PDF from the Office of Planning & Development at planning@sandwichmass.org
2. Visit the Office of Planning & Development at 16 Jan Sebastian Drive, Sandwich, MA.
3. Call (508) 833-8001 if other accommodations are needed.

Jeffrey R. Picard, Chair
Sandwich Planning Board
Publication: Sandwich Enterprise
Publication Dates: September 30, 2022 and October 7, 2022

Commonwealth of Massachusetts
Executive Office of Energy and Environmental Affairs

Department of Environmental Protection
One Winter Street Boston, MA 02108 • 617-292-5500

Charles D. Baker
Governor

Karyn E. Polito
Lieutenant Governor

Bethany A. Card
Secretary

Martin Suuberg
Commissioner

# WW01 - Water-Dependent License/Permit Application

## Permittee Information

Name: Joshua M Fox
Phone: (617) 969-7555
Address: 80 BRIMSTON LANE
SUDBURY, MA 01776

## Application Submitter Information

Name: ERICA BORSELLI
Phone: (508) 495-1225, (508) 423-6403
Address: 17 ACADEMY LANE, STE. 200
FALMOUTH, MA 02540

## Location Information

Shoestring Bay
81 LIGHTHOUSE LANE MASHPEE, MA 02649
Latitude: 413620
Longitude: 702749

## List of Abutters

| Full Legal Name | Abutting Property Address |
|---|---|
| Mark C. & Kim M. Bush | 87 Lighthouse Lane<br>Mashpee, MA 02649 |
| Teddi C. Marsh & George J. Silva | 77 Lighthouse Lane<br>Mashpee, MA 02649 |

## Additional Contacts Info

| | |
|---|---|
| Please provide the Name of the Permittee(s) exactly as it should be listed in the license/permit that will be recorded at the Registry of Deeds (the name(s) listed here need to match the name(s) listed on the plans or the license may be rejected by the Registry of Deeds) | Joshua M. & Tamara M. Fox |
| I hereby attest that I have listed all the Permittees in the Application Contacts section (each Permittee entered as a separate contact - do not list 2 names in 1 field) | Yes |
| Is the project site within a right of way? | No |
| Are you submitting evidence of legal authority to apply in lieu of the Property Owner's Signature? If yes, please attach a document 'Evidence of Legal Authority' in the document section | No |
| I hereby attest that I have listed all the Property Owners in the Application Contacts section | Yes |
| I hereby attest that I have listed all the Abutters in the above Contact table section | Yes |

## Application Type

| | |
|---|---|
| Please select the application type you are applying for | Residential with less than or equal to 4 units |

## Project Information

| | |
|---|---|
| Brief Description of Project (e.g., dock, seawall, boat ramp, Harborwalk – if a longer narrative is to be provided, please upload a separate document) | Construct timber pier extension, ramp, and float. |
| Brief Description of Project Location - Non-Traditional Address (e.g., 'west end Toronto Avenue right-of-way at Gloucester Harbor' DO NOT complete this field if your project has a traditional address - enter N/A) | N/A |
| Proposed Use/Activity description | Non-commercial docking & boating access to navigable waters. |
| Is this site subject to 21E? | No |
| Does the project exceed the MEPA review thresholds for Waterways standards? | No |
| Is the Project site in an Environmental Justice Community? | No |
| Which Wetlands Protection Act process document are you attaching? | WPA Order of Conditions |

| | |
|---|---|
| Has there ever been a waterways jurisdictional determination issued for this project site? | No |
| Does your project require a 401 water quality certificate? If yes, please attach if currently available, a copy of '401 Water Quality Certificate' in the document section. | No |
| Are you seeking a Variance? If yes, please attach a supporting evidence of compliance with 310 CMR 9.21, 'Variance Supplement' in the document section. | No |
| Is the project located within the Designated Port Area? If yes, please review the standards at 310 CMR 9.12 and 9.32. | No |
| Is the project located within an area subject to State Approved Municipal Harbor Plan? If yes, please attach supporting evidence of compliance with applicable MHP, 'MHP Supplement' in the document section. | No |
| Are you seeking a CWD (consolidated written determination) in accordance with 310 CMR 9.14(4)? If yes, please attach a document 'CWD Supplement' in the document section. | No |
| Does your project involve dredging? | No |

## Documents

| | |
|---|---|
| Documents | Required Documents:<br>1. Chapter 91 Plans<br>2. List of Environmental Regulatory Programs<br>3. WPA Order of Conditions |

## Special Fee Provision

Exemption

Exclusion (special agreement or policy)

Substitution (ASP/IRP)

Double Fee for Enforcement

Hardship payment extension request

## Attachments

| Name | Description | Type | Latest Updated |
|---|---|---|---|
| Ch 91 Plan Stamped.pdf | Chapter 91 License Plans | Chapter 91 Plans | 09/14/2022 |
| OOC 43-3176.pdf | WPA Order of Conditions 43-3176 | WPA Order of Conditions | 09/14/2022 |
| List of Environmental Regulatory Programs.docx | ist of Environmental Regulatory Programs | List of Environmental Regulatory Programs | 09/14/2022 |

## Application Contacts

| Name | Organization Name | Contact Person | Telephone # | Contact Type | Email |
|---|---|---|---|---|---|
| ERICA, BORSELLI | n/a | n/a | (508) 495-1225 | Application Prepared By | erica@falmouthengineering.com |
| Tamara, Fox | n/a | n/a | (617) 969-7555 | Additional Property Owner | jfox@rrf-law.com |

## Fee Info

Amount: $ 215.00

Status: Paid

Description: WW01 Application Fees

Payment Date: 14-Sep-2022

## Certification Information

Individual
ERICA BORSELLI
17 ACADEMY LANE, STE. 200
FALMOUTH, MA 02540
United States

Telephone #: (508) 495-1225, (508) 423-6403
E-mail: erica@falmouthengineering.com

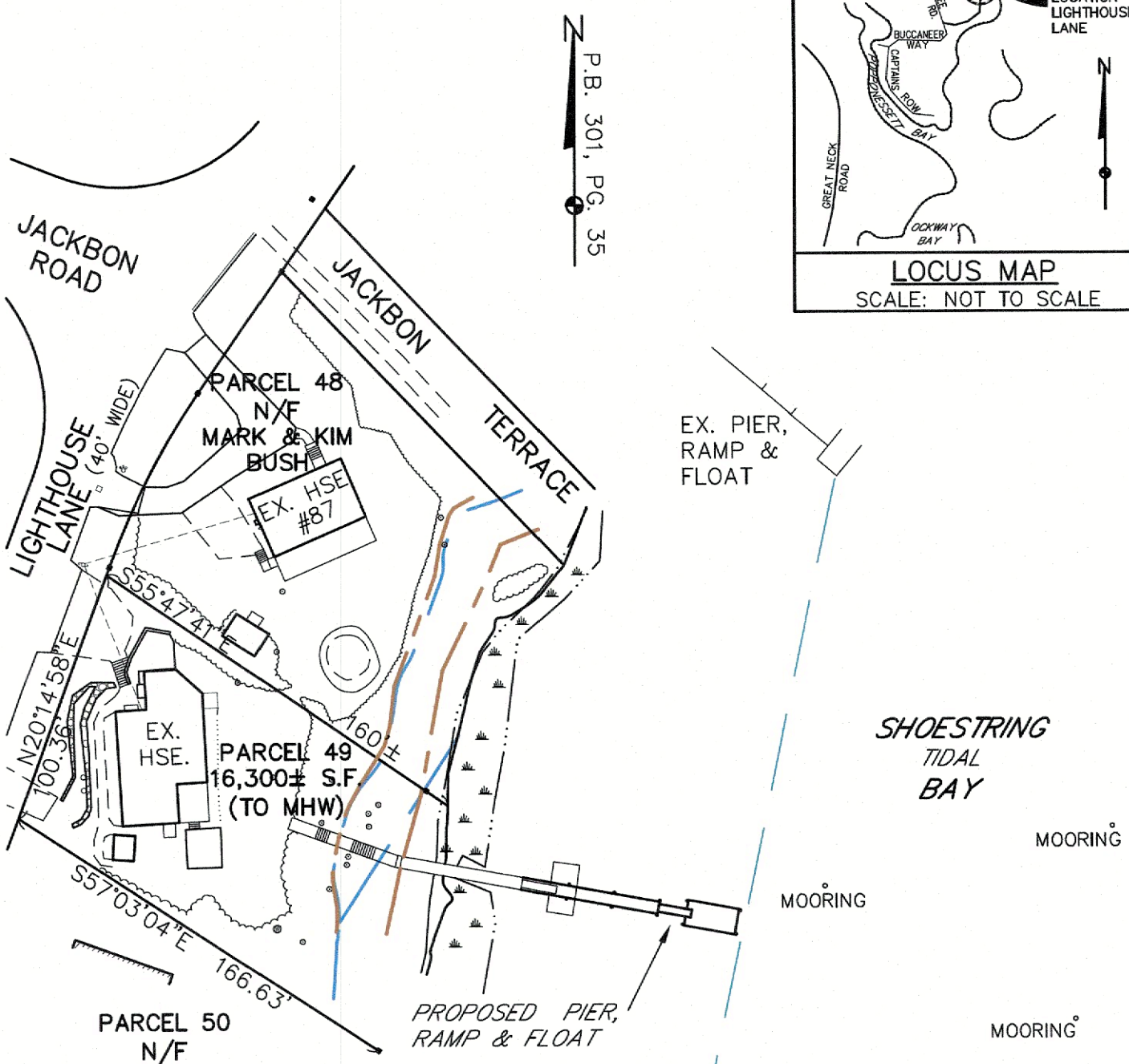
I hereby certify that the information submitted in this application is true and accurate to the best of my knowledge. All applicants and property owners must sign the “Proof of Signature” which will be provided after initial review by the Department. All future application correspondence may be signed by the Application Submitter.

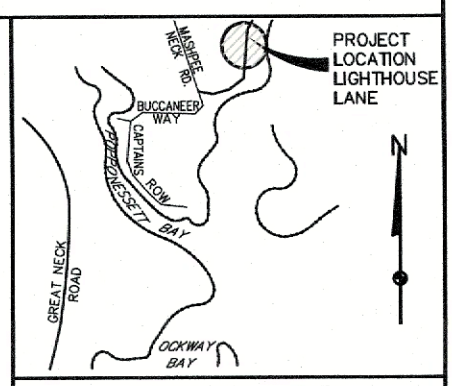
I CERTIFY THAT THIS PLAN WAS MADE IN ACCORDANCE WITH THE RULES AND REGULATIONS OF THE REGISTERS OF DEEDS.

8.23.22

DATE

REGISTERED PROFESSIONAL ENGINEER




LOCUS MAP
SCALE: NOT TO SCALE

KEY MAP
1" = 60'

0 30 60 120

SCALE: 1 INCH = 60 FEET

COMMONWEALTH OF MASSACHUSETTS
MICHAEL J. BORSELLI
CIVIL
NO. 35054
REGISTERED PROFESSIONAL ENGINEER

**DATUM:**
BASED ON MLW = 0.0
ELEV. ABOVE MHW BASED ON NAVD88

**PURPOSE:** PRIVATE RECREATIONAL USE

**PLAN ACCOMPANYING PETITION OF**
JOSHUA FOX, 81 LIGHTHOUSE LANE
PLAN OF PROPOSED DOCK
IN SHOESTRING BAY
MASHPEE, BARNSTABLE COUNTY, MA

**PLAN BY:** FALMOUTH ENGINEERING

17 ACADEMY LANE, SUITE 200
FALMOUTH, MA 02540
508.495.1225

**DATE:** AUGUST 23, 2022 **SHEET:** 1 OF 4

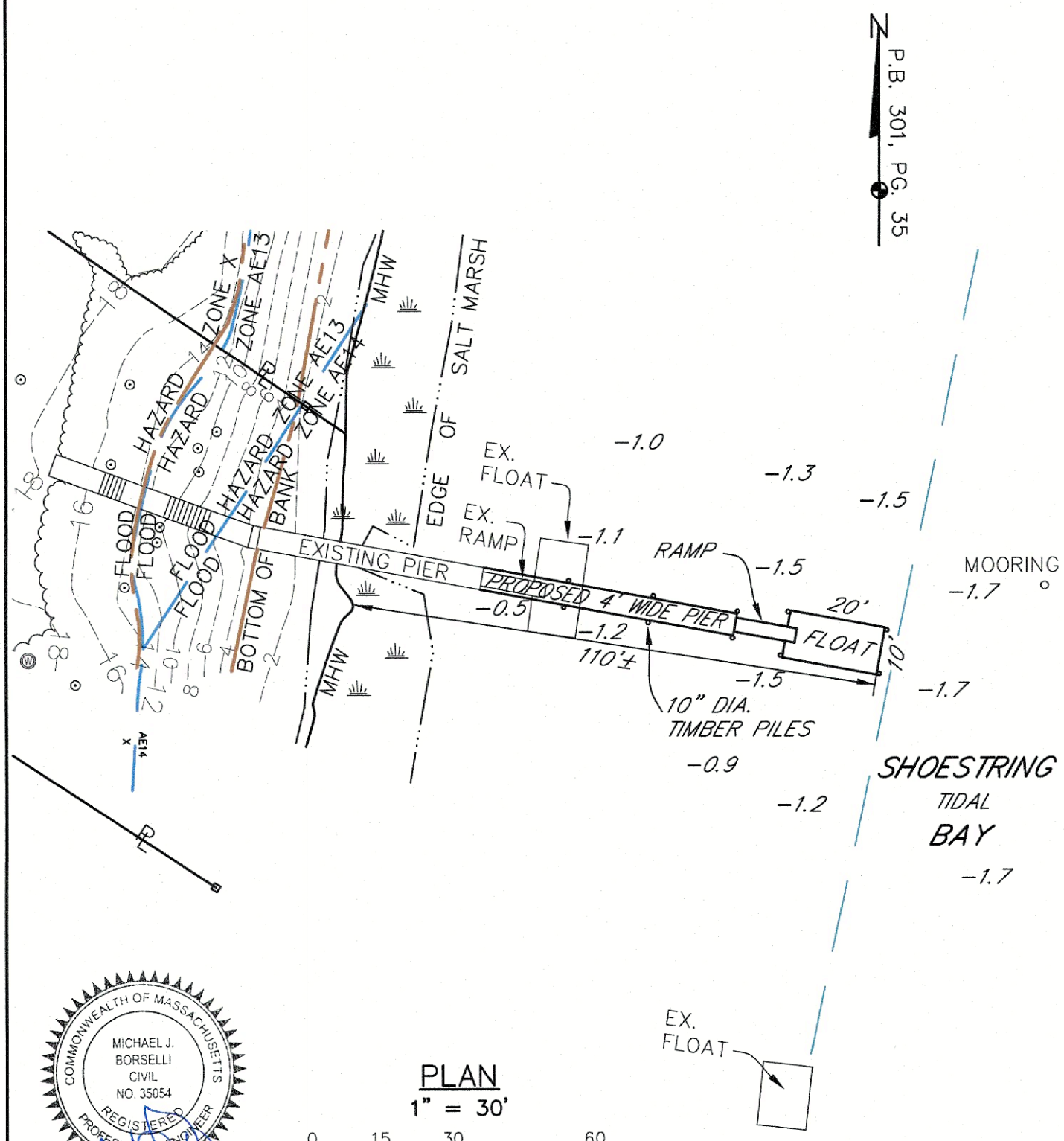
21044CH91.DWG

I CERTIFY THAT THIS PLAN WAS MADE IN ACCORDANCE WITH THE RULES AND REGULATIONS OF THE REGISTERS OF DEEDS.

8.23.22

DATE

REGISTERED PROFESSIONAL ENGINEER




COMMONWEALTH OF MASSACHUSETTS
MICHAEL J. BORSELLI
CIVIL
NO. 35054
REGISTERED PROFESSIONAL ENGINEER

PLAN
1" = 30'

0 15 30 60

SCALE: 1 INCH = 30 FEET

**DATUM:**
BASED ON MLW = 0.0
ELEV. ABOVE MHW BASED ON NAVD88

**PURPOSE:** PRIVATE RECREATIONAL USE

**PLAN ACCOMPANYING PETITION OF**
JOSHUA FOX, 81 LIGHTHOUSE LANE
PLAN OF PROPOSED DOCK
IN SHOESTRING BAY
MASHPEE, BARNSTABLE COUNTY, MA

**PLAN BY:** FALMOUTH ENGINEERING

17 ACADEMY LANE, SUITE 200
FALMOUTH, MA 02540
508.495.1225

**DATE: AUGUST 23, 2022** **SHEET: 2 OF 4**

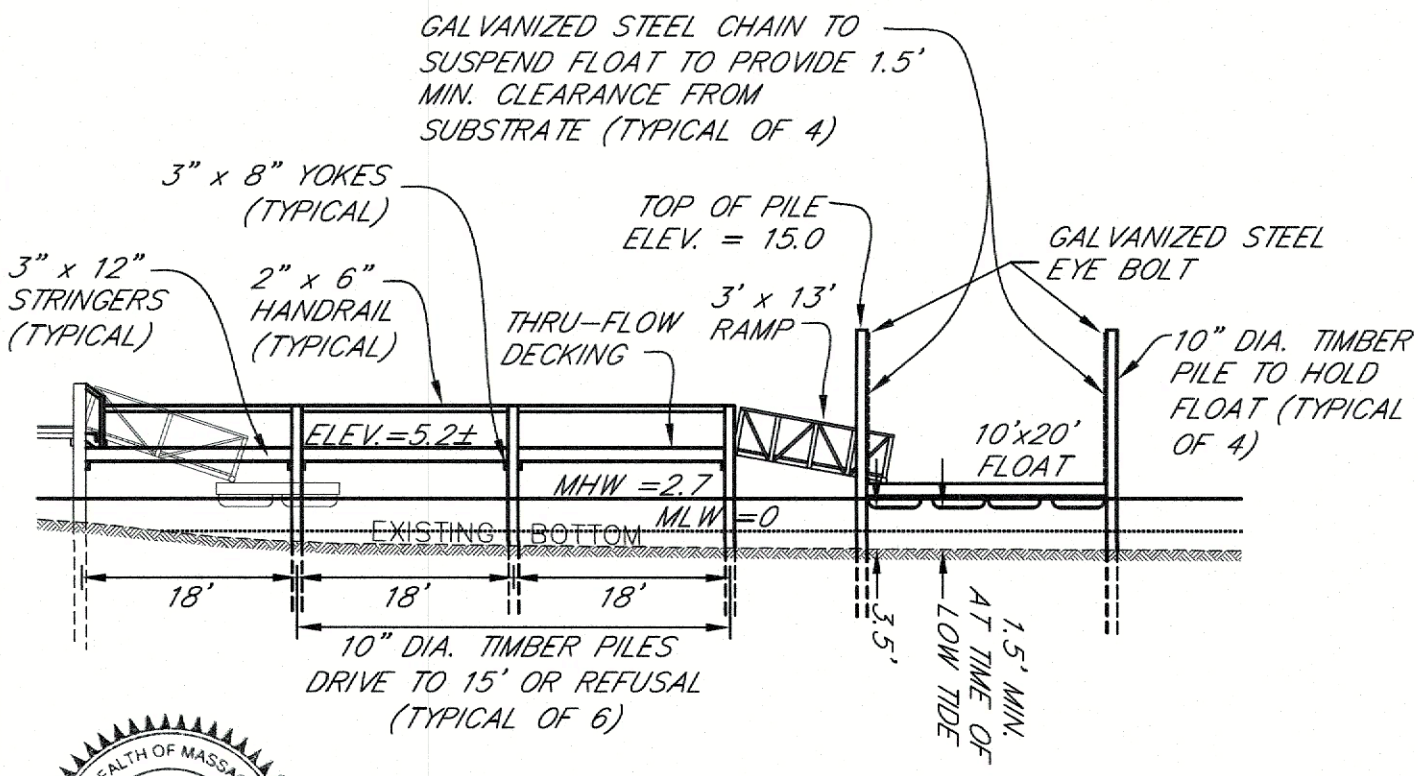
21044CH91.DWG

I CERTIFY THAT THIS PLAN WAS MADE IN ACCORDANCE WITH THE RULES AND REGULATIONS OF THE REGISTERS OF DEEDS.

8-23-22

DATE

REGISTERED PROFESSIONAL ENGINEER




COMMONWEALTH OF MASSACHUSETTS
MICHAEL J. BORSELLI
CIVIL
NO. 35054
REGISTERED PROFESSIONAL ENGINEER

## PIER PROFILE

1/16" = 1'

0 8 16 32

SCALE: 1/16 INCH = 1 FEET

**DATUM:**

BASED ON MLW = 0.0
ELEV. ABOVE MHW BASED ON NAVD88

**PURPOSE:** PRIVATE RECREATIONAL USE

**PLAN ACCOMPANYING PETITION OF**
JOSHUA FOX, 81 LIGHTHOUSE LANE
PLAN OF PROPOSED DOCK
IN SHOESTRING BAY
MASHPEE, BARNSTABLE COUNTY, MA

**PLAN BY:** FALMOUTH ENGINEERING

17 ACADEMY LANE, SUITE 200
FALMOUTH, MA 02540
508.495.1225

**DATE:** AUGUST 23, 2022 **SHEET:** 3 OF 4

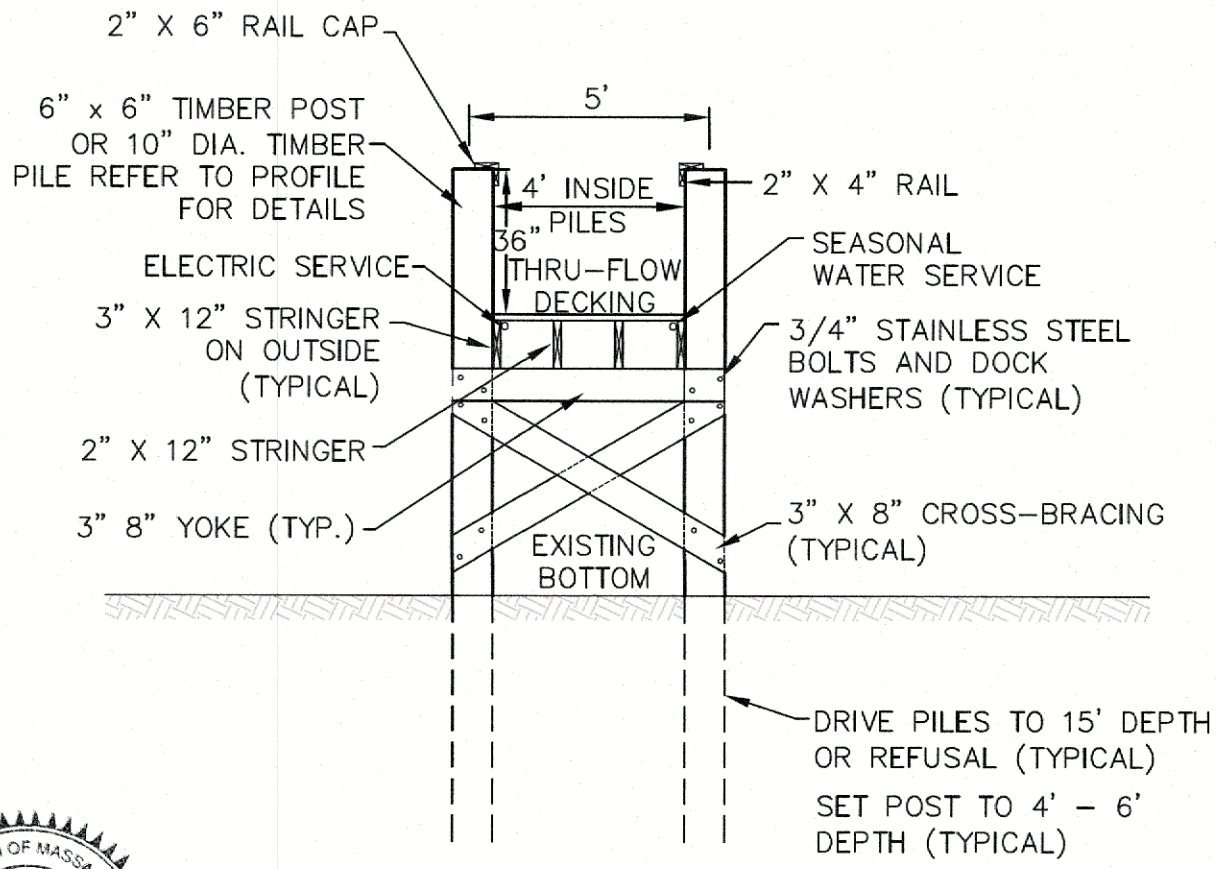
21044CH91.DWG

I CERTIFY THAT THIS PLAN WAS MADE IN ACCORDANCE WITH THE RULES AND REGULATIONS OF THE REGISTERS OF DEEDS.

8-23-22

DATE

REGISTERED PROFESSIONAL ENGINEER




COMMONWEALTH OF MASSACHUSETTS
MICHAEL J. BORSELLI
CIVIL
NO. 35054
REGISTERED PROFESSIONAL ENGINEER

## TYPICAL PIER CROSS-SECTION

1/8" = 1'

0 4 8 16

SCALE: 1/8 INCH = 1 FEET

**DATUM:**

BASED ON MLW = 0.0
ELEV. ABOVE MHW BASED ON NAVD88

**PURPOSE:** PRIVATE RECREATIONAL USE

**PLAN ACCOMPANYING PETITION OF**
JOSHUA FOX, 81 LIGHTHOUSE LANE
PLAN OF PROPOSED DOCK
IN SHOESTRING BAY
MASHPEE, BARNSTABLE COUNTY, MA

**PLAN BY:** FALMOUTH ENGINEERING

17 ACADEMY LANE, SUITE 200
FALMOUTH, MA 02540
508.495.1225

**DATE: AUGUST 23, 2022** **SHEET: 4 OF 4**

21044CH91.DWG

Massachusetts Department of Environmental Protection

Chapter 91 Waterways Water-Dependent, Nonwater Dependent, Amendment Application

# Municipal Planning Board Notification

Note to Permittee: This form should be submitted, with the top portion completed, to the municipal Planning Board along with the complete application and project plans.

Joshua M. & Tamara M. Fox
Name of Permittee

81 Lighthouse Lane — Shoestring Bay — Mashpee
Project Address — Name of Waterway — City/Town

Description of project and use or change in use (this field is not limited to the one line shown).

Construct timber pier extension, ramp, and float.

To be completed by the municipal Planning Board representative.

"I hereby certify that the project described above and more fully detailed in the Permittee's Waterways License application and plans have been submitted by the Permittee to the municipal Planning Board."

Print Name of Municipal Planning Board Representative — Date

Signature of Municipal Planning Board Representative — Title — City/Town

**Note:** Any Planning Board recommendation shall be submitted in accordance with 310 CMR 9.13(5). Comments pertaining to this Application shall be submitted in accordance with 310 CMR 9.13(4); any comments submitted after the close of the public comment period shall not constitute a basis for standing in any appeal pursuant to 310 CMR 9.13(4) and/or 310 CMR 9.17.

Commonwealth of Massachusetts
Executive Office of Energy and Environmental Affairs

Department of Environmental Protection
One Winter Street Boston, MA 02108 • 617-292-5500

Charles D. Baker
Governor

Karyn E. Polito
Lieutenant Governor

Bethany A. Card
Secretary

Martin Suuberg
Commissioner

# WW01 - Water-Dependent License/Permit Application

## Permittee Information

Name: Mark C Bush
Phone: (617) 828-1752
Address: 87 LIGHTHOUSE LANE
MASHPEE, MA 02649

## Application Submitter Information

Name: ERICA BORSELLI
Phone: (508) 495-1225, (508) 423-6403
Address: 17 ACADEMY LANE, STE. 200
FALMOUTH, MA 02540

## Location Information

Shoestring Bay
87 LIGHTHOUSE LANE MASHPEE, MA 02649
Latitude: 413620
Longitude: 702750

## List of Abutters

| Full Legal Name | Abutting Property Address |
|---|---|
| Joshua M & Tamara M Fox | 80 Brimstone Lane<br>Sudbury, MA 01776 |
| John Steven & Helen Stamidis Pentikis | 58 Quaker Run Road<br>Mashpee, MA 02649 |

## Additional Contacts Info

| | |
|---|---|
| Please provide the Name of the Permittee(s) exactly as it should be listed in the license/permit that will be recorded at the Registry of Deeds (the name(s) listed here need to match the name(s) listed on the plans or the license may be rejected by the Registry of Deeds) | Mark C & Kim M Bush |
| I hereby attest that I have listed all the Permittees in the Application Contacts section (each Permittee entered as a separate contact - do not list 2 names in 1 field) | Yes |
| Is the project site within a right of way? | No |
| Are you submitting evidence of legal authority to apply in lieu of the Property Owner's Signature? If yes, please attach a document 'Evidence of Legal Authority' in the document section | No |
| I hereby attest that I have listed all the Property Owners in the Application Contacts section | Yes |
| I hereby attest that I have listed all the Abutters in the above Contact table section | Yes |

## Application Type

| | |
|---|---|
| Please select the application type you are applying for | Residential with less than or equal to 4 units |

## Project Information

| | |
|---|---|
| Brief Description of Project (e.g., dock, seawall, boat ramp, Harborwalk – if a longer narrative is to be provided, please upload a separate document) | Construct timber pier, ramp, and float. |
| Brief Description of Project Location - Non-Traditional Address (e.g., 'west end Toronto Avenue right-of-way at Gloucester Harbor' DO NOT complete this field if your project has a traditional address - enter N/A) | N/A |
| Proposed Use/Activity description | Non commercial boating and dicking access to navigable water. |
| Is this site subject to 21E? | No |
| Does the project exceed the MEPA review thresholds for Waterways standards? | No |
| Is the Project site in an Environmental Justice Community? | No |
| Which Wetlands Protection Act process document are you attaching? | WPA Order of Conditions |

| | |
|---|---|
| Has there ever been a waterways jurisdictional determination issued for this project site? | No |
| Does your project require a 401 water quality certificate? If yes, please attach if currently available, a copy of '401 Water Quality Certificate' in the document section. | No |
| Are you seeking a Variance? If yes, please attach a supporting evidence of compliance with 310 CMR 9.21, 'Variance Supplement' in the document section. | No |
| Is the project located within the Designated Port Area? If yes, please review the standards at 310 CMR 9.12 and 9.32. | No |
| Is the project located within an area subject to State Approved Municipal Harbor Plan? If yes, please attach supporting evidence of compliance with applicable MHP, 'MHP Supplement' in the document section. | No |
| Are you seeking a CWD (consolidated written determination) in accordance with 310 CMR 9.14(4)? If yes, please attach a document 'CWD Supplement' in the document section. | No |
| Does your project involve dredging? | No |

## Documents

| | |
|---|---|
| Documents | Required Documents:<br>1. Chapter 91 Plans<br>2. List of Environmental Regulatory Programs<br>3. WPA Order of Conditions |

## Special Fee Provision

Exemption

Exclusion (special agreement or policy)

Substitution (ASP/IRP)

Double Fee for Enforcement

Hardship payment extension request

## Attachments

| Name | Description | Type | Latest Updated |
|---|---|---|---|
| Ch 91 Plan Stamped.pdf | Chapter 91 Plans | Chapter 91 Plans | 09/15/2022 |
| OOC 43-3175.pdf | WPA Order of Conditions | WPA Order of Conditions | 09/15/2022 |
| List of Environmental Regulatory Programs.docx | .ist of environmental regulatory programs | List of Environmental Regulatory Programs | 09/15/2022 |

## Application Contacts

| Name | Organization Name | Contact Person | Telephone # | Contact Type | Email |
|---|---|---|---|---|---|
| Kim, Bush | n/a | n/a | (617) 828-1752 | Additional Property Owner | mcbush1970@gmail.com |

## Fee Info

Amount: $ 215.00

Status: Paid

Description: WW01 Application Fees

Payment Date: 15-Sep-2022

## Certification Information

Individual
ERICA BORSELLI
17 ACADEMY LANE, STE. 200
FALMOUTH, MA 02540
United States

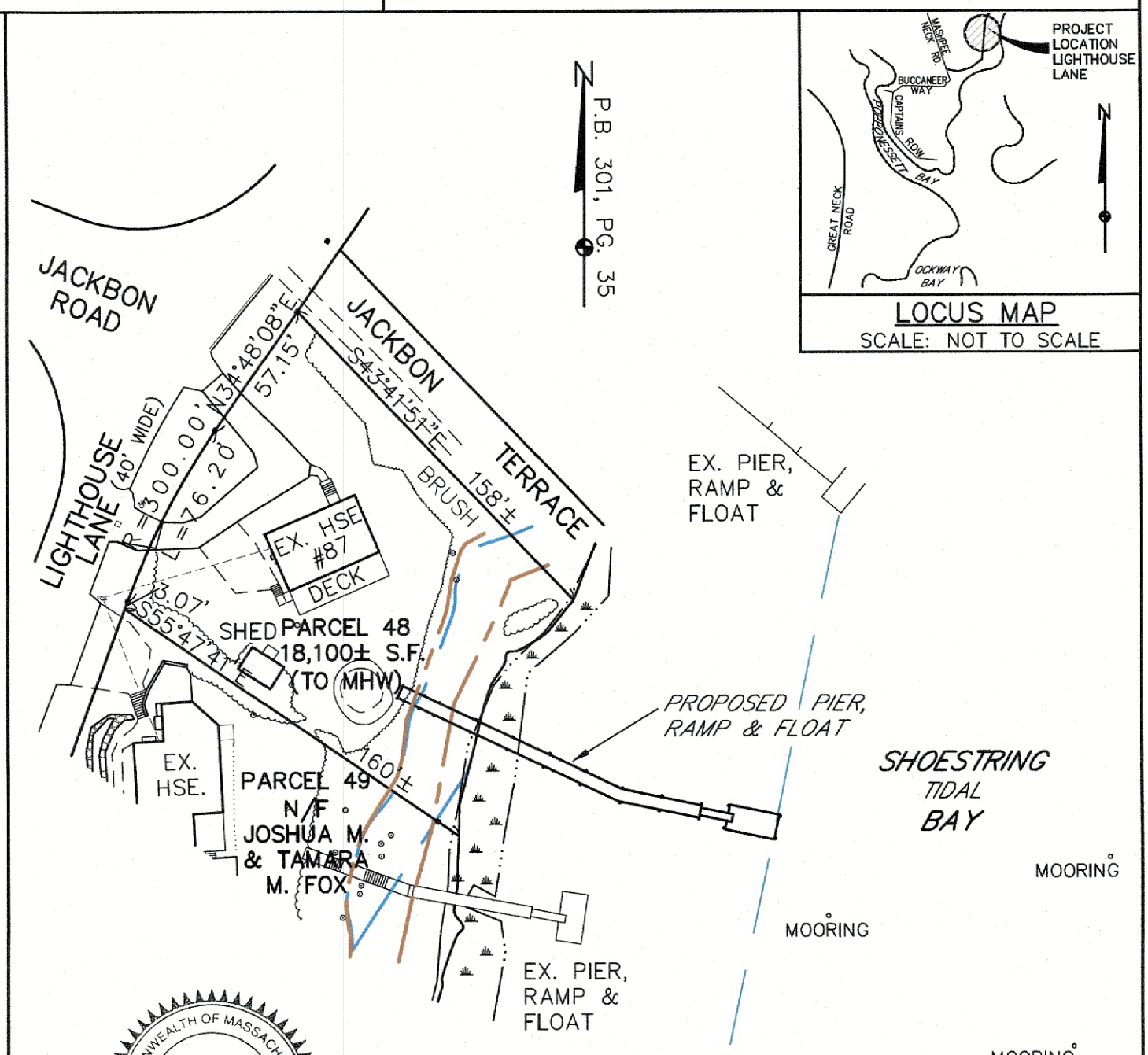
Telephone #: (508) 495-1225, (508) 423-6403
E-mail: erica@falmouthengineering.com

I hereby certify that the information submitted in this application is true and accurate to the best of my knowledge. All applicants and property owners must sign the “Proof of Signature” which will be provided after initial review by the Department. All future application correspondence may be signed by the Application Submitter.

I CERTIFY THAT THIS PLAN WAS MADE IN ACCORDANCE WITH THE RULES AND REGULATIONS OF THE REGISTERS OF DEEDS.

8.23.22
DATE

REGISTERED PROFESSIONAL ENGINEER







LOCUS MAP
SCALE: NOT TO SCALE

COMMONWEALTH OF MASSACHUSETTS
MICHAEL J. BORSELLI
CIVIL
NO. 35054
REGISTERED PROFESSIONAL ENGINEER

KEY MAP
1" = 60'

0 30 60 120
SCALE: 1 INCH = 60 FEET

**DATUM:**
BASED ON MLW = 0.0
ELEV. ABOVE MHW BASED ON NAVD88

**PURPOSE:** PRIVATE RECREATIONAL USE

**PLAN ACCOMPANYING PETITION OF**
MARK & KIM BUSH, 87 LIGHTHOUSE LANE
PLAN OF PROPOSED DOCK
IN SHOESTRING BAY
MASHPEE, BARNSTABLE COUNTY, MA

**PLAN BY:** FALMOUTH ENGINEERING
17 ACADEMY LANE, SUITE 200
FALMOUTH, MA 02540
508.495.1225

**DATE:** AUGUST 23, 2022 **SHEET:** 1 OF 4

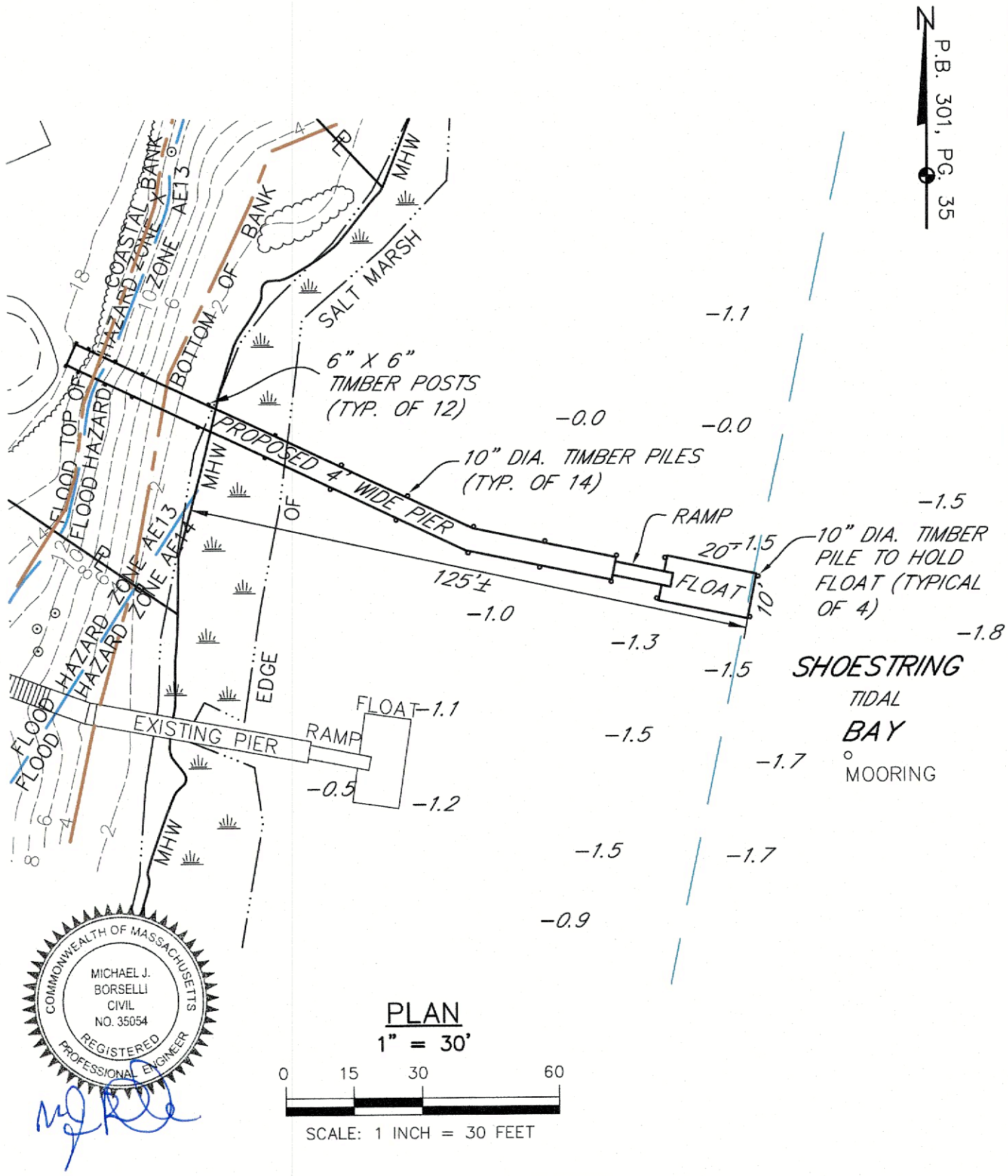
21057CH91.DWG

I CERTIFY THAT THIS PLAN WAS MADE IN ACCORDANCE WITH THE RULES AND REGULATIONS OF THE REGISTERS OF DEEDS.

8-23-22

DATE

REGISTERED PROFESSIONAL ENGINEER




COMMONWEALTH OF MASSACHUSETTS
MICHAEL J. BORSELLI
CIVIL
NO. 35054
REGISTERED PROFESSIONAL ENGINEER

PLAN
1" = 30'

0 15 30 60

SCALE: 1 INCH = 30 FEET

**DATUM:**
BASED ON MLW = 0.0
ELEV. ABOVE MHW BASED ON NAVD88

**PURPOSE:** PRIVATE RECREATIONAL USE

**PLAN ACCOMPANYING PETITION OF**
MARK & KIM BUSH, 87 LIGHTHOUSE LANE
PLAN OF PROPOSED DOCK
IN SHOESTRING BAY
MASHPEE, BARNSTABLE COUNTY, MA

**PLAN BY:** FALMOUTH ENGINEERING
17 ACADEMY LANE, SUITE 200
FALMOUTH, MA 02540
508.495.1225

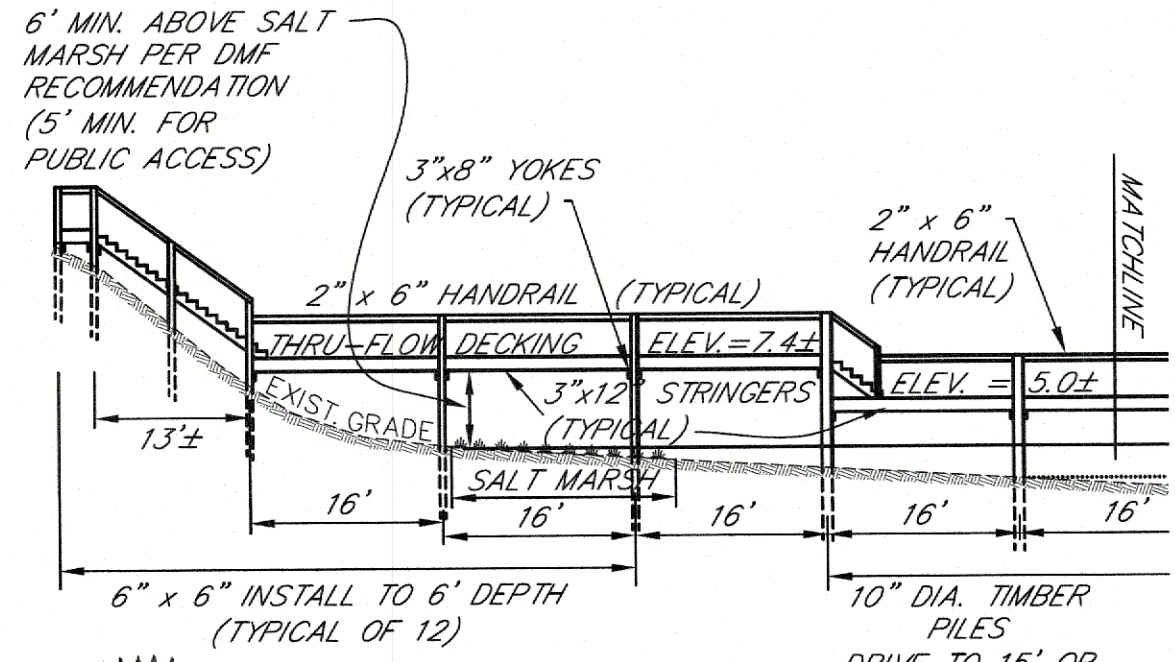
**DATE: AUGUST 23, 2022** **SHEET: 2 OF 4**

21057CH91.DWG

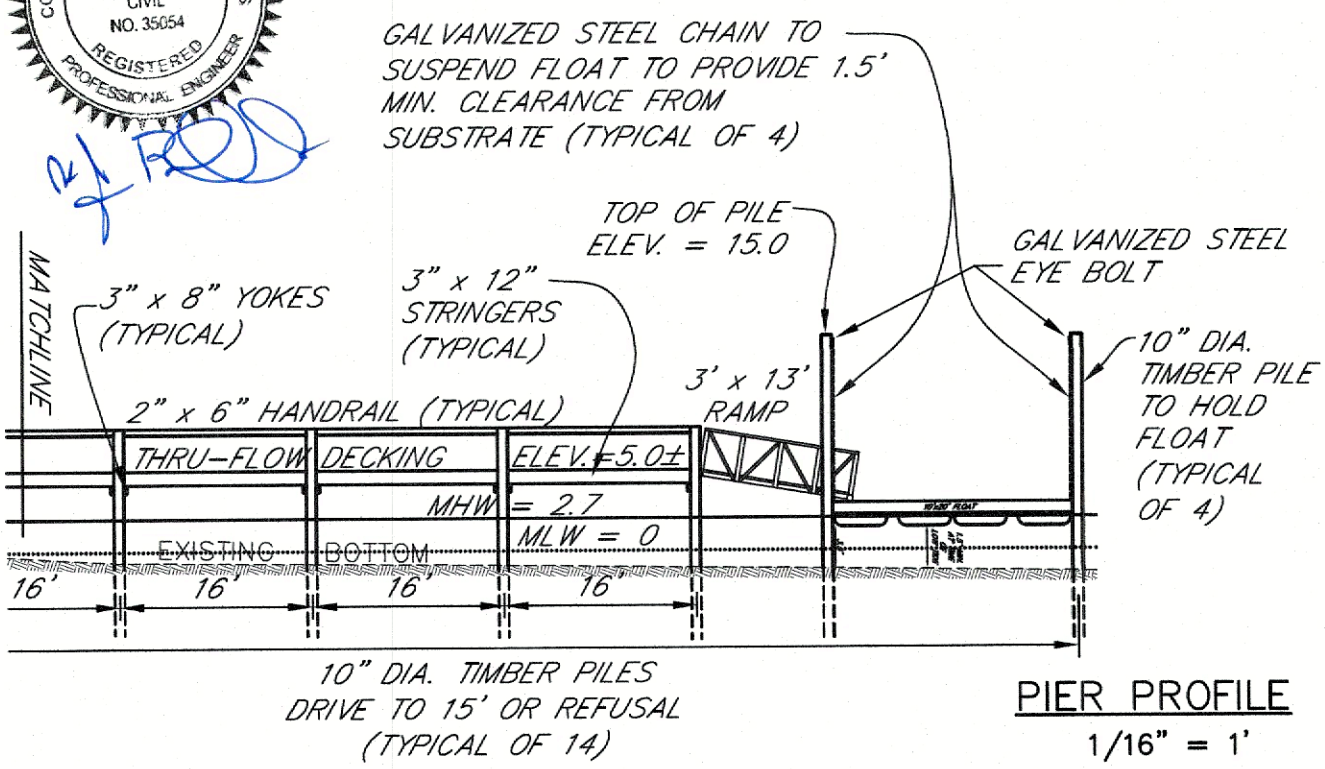
I CERTIFY THAT THIS PLAN WAS MADE IN ACCORDANCE WITH THE RULES AND REGULATIONS OF THE REGISTERS OF DEEDS.

8.23-22
DATE

REGISTERED PROFESSIONAL ENGINEER




COMMONWEALTH OF MASSACHUSETTS
MICHAEL J. BORSELLI
CIVIL
NO. 35054
REGISTERED PROFESSIONAL ENGINEER




## PIER PROFILE

1/16" = 1'

0 8 16 32

SCALE: 1/16 INCH = 1 FEET

**DATUM:**
BASED ON MLW = 0.0
ELEV. ABOVE MHW BASED ON NAVD88

**PURPOSE:** PRIVATE RECREATIONAL USE

**PLAN ACCOMPANYING PETITION OF**
MARK & KIM BUSH, 87 LIGHTHOUSE LANE
PLAN OF PROPOSED DOCK
IN SHOESTRING BAY
MASHPEE, BARNSTABLE COUNTY, MA

**PLAN BY:** FALMOUTH ENGINEERING
17 ACADEMY LANE, SUITE 200
FALMOUTH, MA 02540
508.495.1225

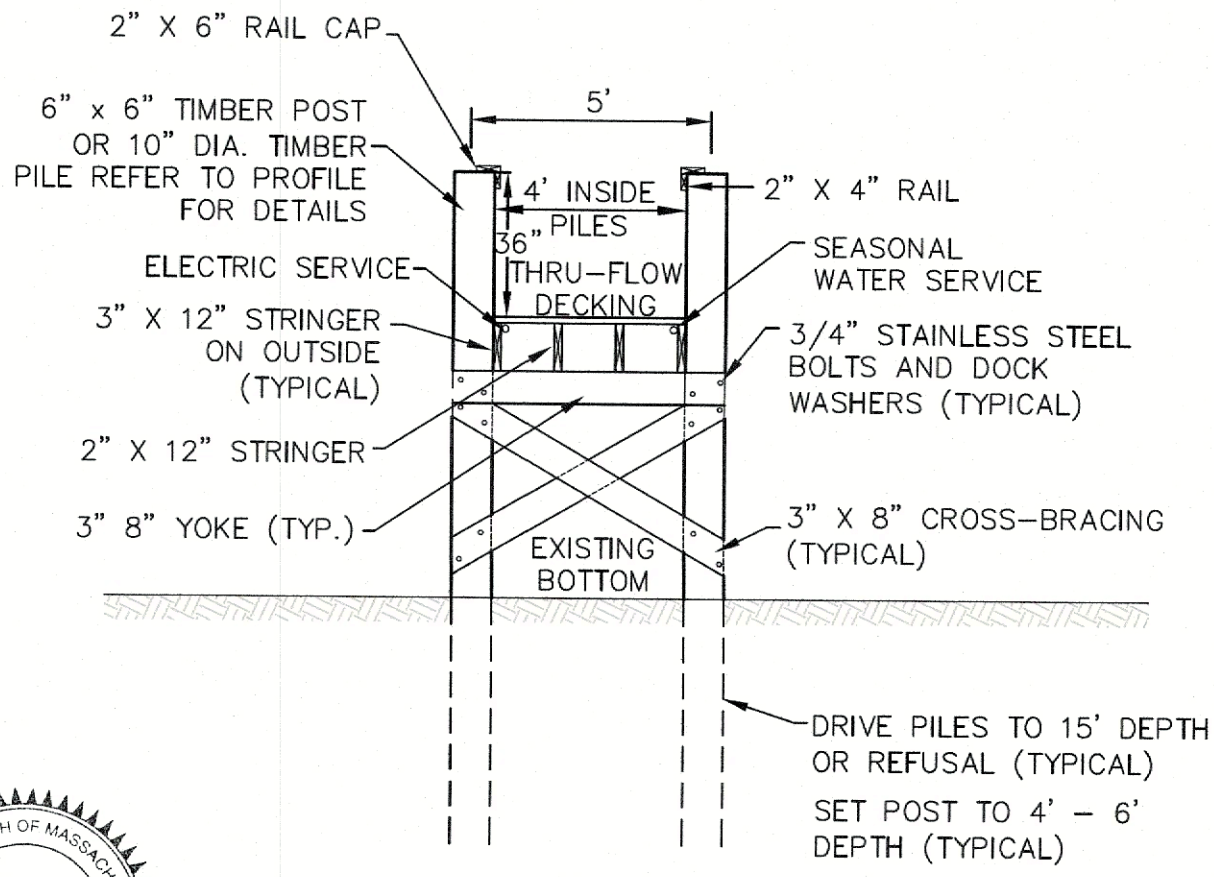
**DATE:** AUGUST 23, 2022 **SHEET:** 3 OF 4

21057CH91.DWG

I CERTIFY THAT THIS PLAN WAS MADE IN ACCORDANCE WITH THE RULES AND REGULATIONS OF THE REGISTERS OF DEEDS.

8-23.22
DATE

REGISTERED PROFESSIONAL ENGINEER




COMMONWEALTH OF MASSACHUSETTS
MICHAEL J. BORSELLI
CIVIL
NO. 35054
REGISTERED PROFESSIONAL ENGINEER

## TYPICAL PIER CROSS-SECTION

1/8" = 1'

0 4 8 16

SCALE: 1/8 INCH = 1 FEET

**DATUM:**
BASED ON MLW = 0.0
ELEV. ABOVE MHW BASED ON NAVD88

**PURPOSE:** PRIVATE RECREATIONAL USE

**PLAN ACCOMPANYING PETITION OF**
MARK & KIM BUSH, 87 LIGHTHOUSE LANE
PLAN OF PROPOSED DOCK
IN SHOESTRING BAY
MASHPEE, BARNSTABLE COUNTY, MA

**PLAN BY:** FALMOUTH ENGINEERING
17 ACADEMY LANE, SUITE 200
FALMOUTH, MA 02540
508.495.1225

**DATE: AUGUST 23, 2022** **SHEET: 4 OF 4**

21057CH91.DWG

Massachusetts Department of Environmental Protection

Chapter 91 Waterways Water-Dependent, Nonwater Dependent, Amendment Application

# Municipal Planning Board Notification

Note to Permittee: This form should be submitted, with the top portion completed, to the municipal Planning Board along with the complete application and project plans.

Mark C. & Kim M. Bush
Name of Permittee

87 Lighthouse Lane — Shoestring Bay — Mashpee
Project Address — Name of Waterway — City/Town

Description of project and use or change in use (this field is not limited to the one line shown).

Construct timber pier, ramp, and float

To be completed by the municipal Planning Board representative.

"I hereby certify that the project described above and more fully detailed in the Permittee's Waterways License application and plans have been submitted by the Permittee to the municipal Planning Board."

Print Name of Municipal Planning Board Representative — Date

Signature of Municipal Planning Board Representative — Title — City/Town

**Note:** Any Planning Board recommendation shall be submitted in accordance with 310 CMR 9.13(5). Comments pertaining to this Application shall be submitted in accordance with 310 CMR 9.13(4); any comments submitted after the close of the public comment period shall not constitute a basis for standing in any appeal pursuant to 310 CMR 9.13(4) and/or 310 CMR 9.17.

Massachusetts Department of Environmental Protection

# eDEP Transaction Copy

Here is the file you requested for your records.

To retain a copy of this file you must save and/or print.

| | |
|---|---|
| Username: | **EBELAIR** |
| Transaction ID: | **1429704** |
| Document: | **Groundwater Discharge Monitoring Report Forms** |
| Size of File: | **1031.33K** |
| Status of Transaction: | **Submitted** |
| Date and Time Created: | **10/5/2022:10:06:28 AM** |

**Note**: This file only includes forms that were part of your transaction as of the date and time indicated above. If you need a more current copy of your transaction, return to eDEP and select to "Download a Copy" from the Current Submittals page.

**Massachusetts Department of Environmental Protection**
Bureau of Resource Protection - Groundwater Discharge Program

# Groundwater Permit

MONITORING WELL DATA REPORT

668
1. Permit Number

[redacted]
2. Tax identification Number

2022 AUG MONTHLY
3. Sampling Month & Frequency

**Important:** When filling out forms on the computer, use only the tab key to move your cursor - do not use the return key.

## A. Facility Information

1. Facility name, address:

SOUTH CAPE VILLAGE
a. Name

672 FALMOUTH ROAD/RTE. 28
b. Street Address

| MASHPEE | MA | 02649 |
|---|---|---|
| c. City | d. State | e. Zip Code |

2. Contact information:

MYLES OSTROFF
a. Name of Facility Contact Person

| 6174311097 | myles@chartweb.com |
|---|---|
| b. Telephone Number | c. e-mail address |

3. Sampling information:

| 8/31/2022 | WHITEWATER |
|---|---|
| a. Date Sampled (mm/dd/yyyy) | b. Laboratory Name |

JAIME STEWART
c. Analysis Performed By (Name)

## B. Form Selection

1. Please select Form Type and Sampling Month & Frequency

Monitoring Well Data Report - 2022 Aug Monthly

☐ All forms for submittal have been completed.

2. ☐ This is the last selection.

3. ☐ Delete the selected form.

**Massachusetts Department of Environmental Protection**
Bureau of Resource Protection - Groundwater Discharge Program

# Groundwater Permit

MONITORING WELL DATA REPORT

668
1. Permit Number

[redacted]
2. Tax identification Number

2022 AUG MONTHLY
3. Sampling Month & Frequency

## C. Contaminant Analysis Information

- For "0", below detection limit, less than (<) value, or not detected, enter "ND" <
- TNTC = too numerous to count. (Fecal results only)
- NS = Not Sampled
- DRY = Not enough water in well to sample.

| Parameter/Contaminant | Units | P-1 Well #: 1 | P-2 Well #: 2 | P-4 Well #: 3 | P-6 Well #: 4 | Well #: 5 | Well #: 6 |
|---|---|---|---|---|---|---|---|
| PH | S.U. | 6.4 | DRY | 5.1 | 6.3 | | |
| STATIC WATER LEVEL | FEET | 18.7 | DRY | 47.5 | 50.7 | | |
| SPECIFIC CONDUCTANCE | UMHOS/C | 1025 | DRY | 333 | 975 | | |

**Massachusetts Department of Environmental Protection**
Bureau of Resource Protection - Groundwater Discharge Program

# Groundwater Permit

DAILY LOG SHEET

668
1. Permit Number

[redacted]
2. Tax identification Number

2022 AUG DAILY
3. Sampling Month & Frequency

**Important:** When filling out forms on the computer, use only the tab key to move your cursor - do not use the return key.

## A. Facility Information

1. Facility name, address:

SOUTH CAPE VILLAGE
a. Name

672 FALMOUTH ROAD/RTE. 28
b. Street Address

| MASHPEE | MA | 02649 |
|---|---|---|
| c. City | d. State | e. Zip Code |

2. Contact information:

MYLES OSTROFF
a. Name of Facility Contact Person

| 6174311097 | myles@chartweb.com |
|---|---|
| b. Telephone Number | c. e-mail address |

3. Sampling information:

| 8/31/2022 | WHITEWATER |
|---|---|
| a. Date Sampled (mm/dd/yyyy) | b. Laboratory Name |

JAIME STEWART
c. Analysis Performed By (Name)

## B. Form Selection

1. Please select Form Type and Sampling Month & Frequency

Daily Log Sheet - 2022 Aug Daily

☐ All forms for submittal have been completed.

2. ☐ This is the last selection.

3. ☐ Delete the selected form.

**Massachusetts Department of Environmental Protection**
Bureau of Resource Protection - Groundwater Discharge Program

# Groundwater Permit

DAILY LOG SHEET

668
1. Permit Number

[redacted]
2. Tax identification Number

2022 AUG DAILY
3. Sampling Month & Frequency

## C. Daily Readings/Analysis Information

| Date | Effluent Flow GPD | Reuse Flow GPD | Irrigation Flow GPD | Turbidity | Influent pH | Effluent pH | Chlorine Residual (mg/l) | UV Intensity (%) |
|---|---|---|---|---|---|---|---|---|
| 1 | 2482 | | | | | 6.8 | | |
| 2 | 10671 | | | | | 6.7 | | |
| 3 | 8873 | | | | | 7.2 | | |
| 4 | 11279 | | | | | 7.2 | | |
| 5 | 15722 | | | | | 7.2 | | |
| 6 | 15722 | | | | | | | |
| 7 | 2170 | | | | | | | |
| 8 | 14244 | | | | | 7.1 | | |
| 9 | 9789 | | | | | 7.1 | | |
| 10 | 8482 | | | | | 7.2 | | |
| 11 | 13297 | | | | | 7.2 | | |
| 12 | 13544 | | | | | 7.4 | | |
| 13 | 13544 | | | | | | | |
| 14 | 13544 | | | | | | | |
| 15 | 14847 | | | | | 7 | | |
| 16 | 8252 | | | | | 7 | | |
| 17 | 10464 | | | | | 7.3 | | |
| 18 | 16746 | | | | | 7.2 | | |
| 19 | 10183 | | | | | 7.3 | | |
| 20 | 10183 | | | | | | | |
| 21 | 10183 | | | | | | | |
| 22 | 9217 | | | | | 7.2 | | |
| 23 | 9700 | | | | | 7.23 | | |
| 24 | 7952 | | | | | 7.23 | | |
| 25 | 10497 | | | | | 7.40 | | |
| 26 | 9956 | | | | | 7.40 | | |
| 27 | 9956 | | | | | | | |
| 28 | 9956 | | | | | | | |
| 29 | 9039 | | | | | 7.4 | | |
| 30 | 6500 | | | | | 7.4 | | |
| 31 | 6091 | | | | | 7.3 | | |

**Massachusetts Department of Environmental Protection**
Bureau of Resource Protection - Groundwater Discharge Program

# Groundwater Permit

DISCHARGE MONITORING REPORT

668
1. Permit Number

[redacted]
2. Tax identification Number

2022 AUG MONTHLY
3. Sampling Month & Frequency

**Important:** When filling out forms on the computer, use only the tab key to move your cursor - do not use the return key.

## A. Facility Information

1. Facility name, address:

SOUTH CAPE VILLAGE
a. Name

672 FALMOUTH ROAD/RTE. 28
b. Street Address

| MASHPEE | MA | 02649 |
|---|---|---|
| c. City | d. State | e. Zip Code |

2. Contact information:

MYLES OSTROFF
a. Name of Facility Contact Person

| 6174311097 | myles@chartweb.com |
|---|---|
| b. Telephone Number | c. e-mail address |

3. Sampling information:

| 8/31/2022 | RI ANALYTICAL |
|---|---|
| a. Date Sampled (mm/dd/yyyy) | b. Laboratory Name |

PAUL PERROTTI
c. Analysis Performed By (Name)

## B. Form Selection

1. Please select Form Type and Sampling Month & Frequency

Discharge Monitoring Report - 2022 Aug Monthly

☐ All forms for submittal have been completed.

2. ☐ This is the last selection.

3. ☐ Delete the selected form.

**Massachusetts Department of Environmental Protection**
Bureau of Resource Protection - Groundwater Discharge Program

# Groundwater Permit

DISCHARGE MONITORING REPORT

668
1. Permit Number

[redacted]
2. Tax identification Number

2022 AUG MONTHLY
3. Sampling Month & Frequency

## D. Contaminant Analysis Information

- For "0", below detection limit, less than (<) value, or not detected, enter "ND"
- TNTC = too numerous to count. (Fecal results only)
- NS = Not Sampled

| 1. Parameter/Contaminant | 2. Influent | 3. Effluent | 4. Effluent Method Detection limit |
|---|---|---|---|
| Units | | | |
| BOD MG/L | 350 | ND | 3.0 |
| TSS MG/L | 20000 | ND | 2.0 |
| TOTAL SOLIDS MG/L | 870 | | |
| AMMONIA-N MG/L | 31 | | |
| NITRATE-N MG/L | | 2.0 | 0.050 |
| TOTAL NITROGEN(NO3+NO2+TKN) MG/L | | 3.4 | 0.50 |
| OIL & GREASE MG/L | | ND | 0.50 |

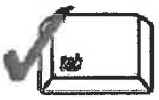
**Massachusetts Department of Environmental Protection**
Bureau of Resource Protection - Groundwater Discharge Program

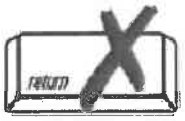
# Groundwater Permit

668
1. Permit Number

[redacted]
2. Tax identification Number

**Important:** When filling out forms on the computer, use only the tab key to move your cursor - do not use the return key.




Any person signing a document under 314 CMR 5.14(1) or (2) shall make the following certification

If you are filing electronic-ally and want to attach additional comments, select the check box.

☐

## Facility Information

SOUTH CAPE VILLAGE
a. Name

672 FALMOUTH ROAD/RTE. 28
b. Street Address

| MASHPEE | MA | 02649 |
|---|---|---|
| c. City | d. State | e. Zip Code |

## Certification

"I certify under penalty of law that this document and all attachments were prepared under my direction or supervision in accordance with a system designed to assure that qualified personnel properly gather and evaluate the information submitted. Based on my inquiry of the person or persons who manage the system, or those persons directly responsible for gathering the information, the information submitted is, to the best of my knowledge and belief, true, accurate and complete. I am aware that the are significant penalties for submitting false information, including the possibility of fine and imprisonment for knowing violations."

| ELIZABETH BELAIR | 10/5/2022 |
|---|---|
| a. Signature | b. Date (mm/dd/yyyy) |

## Reporting Package Comments

PUMPING & HAULING : 5500