



Eliza Cox
Direct Line: (508) 790-5431
Fax: (508) 771-8079
E-mail: ecox@nutter.com

May 25, 2017
0116654-00001

Elizabeth Jenkins, Director
Planning & Development Department
Town of Barnstable
367 Main Street
Hyannis, MA 02601

Re: 90, 110 & 130 Merchants Way and 20 Business Lane, Barnstable (the
"Properties")
Request for Release from Covenant

Dear Elizabeth:

This office represents CCTC, LLC, the ground-lessee of the above referenced Properties, pursuant to a long-term ground lease entered into by and between CCTC, LLC and Cape Cod Aggregates Corp., owner of the Properties. For your reference, an executed copy of the Memorandum of Lease dated May 19, 2017 is enclosed.

On behalf of CCTC, LLC, this correspondence shall serve to request that the Town of Barnstable Planning Board release the above referenced Properties, which are shown as lots 6, 7, 8 and 9 on the definitive subdivision plan recorded at the Barnstable County Registry of Deeds (the "Registry") in Plan Book 443, Pages 94-100, from the covenant recorded with the Registry recorded in Book 10485, Page 51. For your reference, copies of the definitive subdivision plans and the covenant are enclosed. I have also completed and enclosed a draft of the Form G, Release. Finally, per §801-63 of the Subdivision Rules and Regulations, I also enclose payment in the amount of \$225.00 representing the release fee.

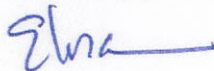
Please let me know what, if any, additional information is needed in connection with this request and when the release will be considered by the Planning Board.

Nutter

Elizabeth Jenkins, Director
May 25, 2017
Page 2

Thank you very much for your assistance.

Very truly yours,



Eliza Cox

EZC:
Enclosures

cc: CCTC, LLC
3591845.1

FORM F

*recorded with the Barnstable
County Registry of Deeds in
Book 443, Pages 94-101

SUBSTITUTE COVENANT

Bk = 10485-051 65354

The undersigned Cape Cod Aggregate Corp.

11-15-1996 @ 03:31

c/o Hyannis Sand & Gravel
of Hyannis Sand Drive
P.O. Box 96
Hyannis, MA 02601
County, Massachusetts, hereinafter called the "Covenantor," having sub-
mitted to the Barnstable Planning Board, a definitive plan of subdivision, entitled "Definitive Plan of
Barnstable - Hyannis Road Subdivision, Barnstable, Massachusetts for the Hyannis Sand &
Gravel Company" dated August 17, 1987, made by Levy Eldredge & Wagner Associates, Inc.*
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 provided that no lot so sold shall be built upon until such ways and ser-
vices 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 said plan and this covenant shall be recorded
when said plan is recorded.
7. This covenant shall apply to all lots shown on said plan, with the exception of Lot 1**

The undersigned N/A

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 30 day of October, 1996.

CAPE COD AGGREGATE, CORP

By:

Name: Samuel A. Lorusso

Title: President

**shown on said plan, which lot 1 is expressly excluded and released from the terms and
COMMONWEALTH OF MASSACHUSETTS conditions of this covenant as
approved by the

Barnstable ss.

October 30 1996 majority

Then personally appeared Samuel A. Lorusso

of the
Planning
Board.

and acknowledged the foregoing instrument to be His free act and deed,
before me

This Substitute Covenant is to
confirm a Covenant required by the
Barnstable Planning Board and executed
in December of 1987, but never recorded
with the Barnstable County Registry of Deeds.

Carol A. Jancy

Notary Public

My Commission expires September



BARNSTABLE REGISTRY OF DEEDS

BOOK 443 PAGE 94

SHEET 1 OF 8

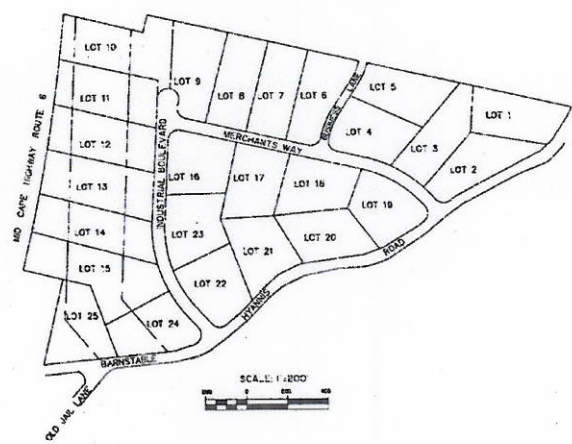


ASSESSORS MAP 296
ZONING CLASSIFICATION
INDUSTRIAL

NOTES:
1. ALL CONCRETE BOUNDS SHOWN ARE
PROPOSED UNLESS OTHERWISE STATED

DEFINITIVE PLAN OF BARNSTABLE — HYANNIS ROAD SUBDIVISION

BARNSTABLE, MASSACHUSETTS
FOR
THE HYANNIS SAND & GRAVEL COMPANY



APPROVED UNDER THE
SUBDIVISION CONTROL LAW
BARNSTABLE PLANNING BOARD
David H. Lavoie
Joseph C. Polanco
John A. Blat
John A. Blat
Steven H. Debevoise
DATE: December 14, 1987

SECONDE CLERK OF THE TOWN
OF BARNSTABLE HEREBY CERTIFY THAT THE
NOTICE OF APPROVAL OF THIS PLAN BY THE
BARNSTABLE PLANNING BOARD WAS RECEIVED
AND RECORDED AT THIS OFFICE AND NO NOTICE
OF APPEAL WAS RECEIVED DURING THE TWENTY
DAYS NEXT AFTER SUCH RECEIPT AND RECORDING
OF SUCH NOTICE.
12-15-87
DATE
TOWN CLERK

I CERTIFY THAT THIS PLAN HAS BEEN
PREPARED IN CONFORMANCE TO THE
JANUARY 1, 1926 RULES AND REGULATIONS
OF THE BARNSTABLE COUNTY REGISTERS
OF DEEDS.
DATE: AUGUST 17, 1987
John A. Blat
REGISTERED LAND SURVEYOR

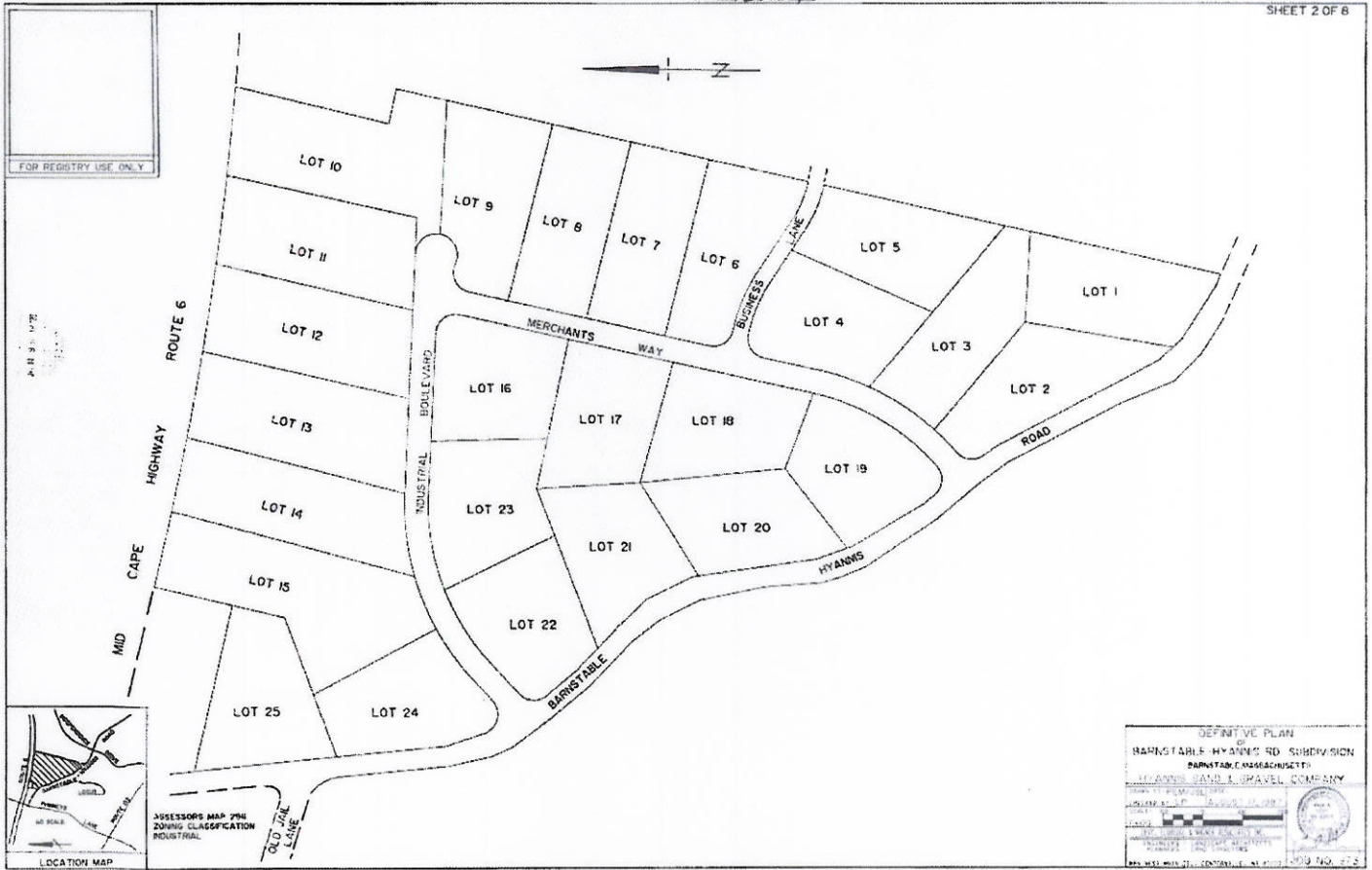
FOR REGISTRY USE ONLY

LEVY, ELDREDGE & WAGNER ASSOCIATES, INC.
ENGINEERS - LANDSCAPE ARCHITECTS
PLANNERS - LAND SURVEYORS
889 WEST MAIN STREET, CENTERVILLE, MASSACHUSETTS 02632



443 PAGE 95

SHEET 2 OF 6



Herrand, Karen

From: Marilyn Fifield <m.fifield@verizon.net>
Sent: Monday, September 11, 2017 6:13 PM
To: Herrand, Karen
Subject: Sea Captains Row comment for tonight's Planning Board meeting

Hi Karen,

I hope it's not too late to include my comments below for tonight's Planning Board consideration of Sea Captains Row. Thanks.

Marilyn

Marilyn Fifield

49 Colonial Way

West Barnstable, MA 02668

September 11, 2017

TO: Barnstable Planning Board
via karen.herrand@town.barnstable.ma.us

As the hearing on the proposed Sea Captains Row Regulatory Agreement begins, I would like to share a few initial comments, hoping there will be further opportunities to elaborate as the review proceeds.

I am writing as an individual resident, but with a long affiliation as an appointed member of the Barnstable Historical Commission and as its representative to the Barnstable Community Preservation Committee.

As a volunteer Historical Commissioner, I served as Local Project Coordinator for the Town and State-funded Townwide nomination project that culminated in the National Register listing of the historic sea captains' homes now identified as Sea Captains Row 30 years ago this year. In representing the Town when the Massachusetts Historical Commission voted to forward our nominations for National Register consideration, I called it a proud day for Barnstable.

Now, I am shocked and appalled to think that so much of our architectural heritage could be demolished, all for development that could surely be sited elsewhere in a less sensitive location.

I think of the dozens of volunteer resident researchers who spent years documenting these properties for the Town, and I wonder if their painstaking documentation will simply be a record of lost historic properties that had so little respect and appreciation that the Town allowed their demolition.

In administering the Town's Demolition Delay Ordinance, Historical Commissioners hear routinely that historic buildings are beyond saving, but only an objective, experienced professional can make that determination, and these properties have so far been denied that evaluation. Furthermore, there is plenty of evidence across the

nation and beyond of salvaged historic buildings that had been vacant for years and considered dilapidated but were rehabilitated for a proud new life, something that would surely make all involved proud.

I urge the Planning Board to do all it can to spare these historic sea captains' homes from demolition. Surely their rehabilitation could only enhance their historic neighborhood, the village of Hyannis and the town of Barnstable.

Sincerely,

Marilyn Fifield

Herrand, Karen

From: Fred LaSelva <flaselva1@gmail.com>
Sent: Wednesday, September 13, 2017 8:04 AM
To: Jenkins, Elizabeth
Cc: Planning Board; Mary Barry; Herrand, Karen
Subject: Re: Sea Captains Row - Request for Comments

here are my questions

1. my questions at the meeting pertaining to the rent he will charge was based on the following.
if his costs escalate to such a point that his rents will have to be driven up and at that point will this development be put out of economic reach of the potential renters as "market rate" ?
2. if the economics are driven to high will it force him to immediately move to a condo conversion ?
- 3 what safe guards are in place to prohibit rents from going as "market" to exorbitant luxury rentals ?
- 3a what safeguards are in place to insure this does not turn into a place for affluent transient people who want a short term stay location as opposed to meeting the needs of our younger population
4. what is the history of this developer by way of other projects that started out as rental and then were converted to condo ?
5. how many rental units has this developer done and where as opposed to condo units or seasonal units are they ?
- 6 at the meeting he stated he was all about the "windows" but then stated he was not going to manage the property but rather hire a management company to take care of the needs of the units ?
- 6a this approach seems contrary to his focus on the "broken windows"
- 7 what safeguards are in place to prohibit a change from rental in phase one to condo in further phases
8. it seems to me the Patriot Press building with a common area is a waste of space when it could be used as further housing. Is there a potential to change this to housing? What issues re being dealt with as to security of this space?
- 9 the exterior design of this project is to modern and although it uses some material the design does not reflect the historic nature of the area it is replacing. What changes can be made to make it more in keeping with this location.
- 9a this development must reflect the area not a modern version of some thing you would see in Boston
- 10 the use of common gardens seems to fluy in the face of demographic trend s away from cooking and perhaps this feature could be more appropriate to the real trends of usable common space for gathering not gardens?
11. will this development generate full value tax base to the town?
- 12 is the developer asking for any tax incentives
- 13 yes retail does follow residential but all we need to look at the trend of retail access by Amazon and others...it seems the real reason for this development is not the retail component but the housing component as such retail is not a part of this decision nor should it be.

14 I see the real risk for this developer as not the aspect of whether it will rent but if it can stay rentals and be profitable for him, How does he plan to insure that so that the town does not end up with a blight that starts great?

15 what is the town's expense in this development? is the developer budgeting for ALL expenses and this will not cost the town any out of pocket money ?

16 as a board we have turned down the requests by another developer for the same relief this one is asking for. why should we consider this any different ?

17 would it be permissible to ask this developer to supply the material for 6 habit for humanity houses to counter the affordable housing waiver ?

18 I would ask the developer to go back to his planners and develop a plan to lower the number of waivers

19 have we really looked at the demographic trends , looked at the way the newer generation actually shops and lives. have we taken into consideration the club house nearby that is a source of concern and how it will impact this development

20 what are we doing to prohibit a "group home" being purchased next to this development ?

thank you
fred

On Tue, Sep 12, 2017 at 5:04 PM, Jenkins, Elizabeth <Elizabeth.Jenkins@town.barnstable.ma.us> wrote:

Good afternoon Planning Board members:

At the request of the Planning Board Chair, I am seeking comments, suggestions, or requests for additional information on CapeBuilt Development's proposed Sea Captains Row project. Mary asks that comments be submitted by Wednesday, September 20th to allow CapeBuilt time to incorporate them into a draft Regulatory Agreement. A draft agreement will be available for the Board's consideration prior to the hearing in anticipation of additional discussion and to provide the option to vote.

Any questions, please don't hesitate to contact me.

Best,

Elizabeth



**Town of Barnstable
Planning & Development Department**



Proposed Regulatory Agreement – Guaranteed Fresh Produce, Inc.

Applicant: Adam Weiner/Guaranteed Fresh Produce, Inc.
Property Addresses: 30 Iyannough Road, Hyannis in connection with 35 Iyannough Road, Hyannis
Assessor's Map/Parcel: 343/015 & 343/003
Property Owner: Dimtry Zinov, Trustee (30 Iyannough)
Zoning: Gateway Medical (Growth Incentive Zone) & Wellhead Protection Overlay District
Lot Area: 20,946 sq.ft (30 Iyannough)

General Description of Proposal

The subject Regulatory Agreement seeks the use of 30 Iyannough Road for truck and vehicle parking accessory to the wholesale/retail produce business, Guaranteed Fresh Produce across the street at 35 Iyannough Road.

The initial application also included a proposal to expand the building at 35 Iyannough Road. That proposal has been withdrawn.

The Guaranteed Fresh Produce was permitted by a Regulatory Agreement dated July 23, 2008 and recorded at the Barnstable County Land Registration Office as Document 1096691. That agreement provided for relief for the use (expanded retail and wholesale and storage operations), setbacks for the preexisting building, parking for the number, length and location of spaces, and natural state/impervious coverage. The 30 Iyannough Road, Hyannis parcel was a previously developed lot covered almost entirely with asphalt.

Waivers Requested

The Regulatory Agreement seeks waivers from the Zoning Ordinance, specifically:

- Section 240-24.1.3 – mixed use density relief, set back relief, parking relief, landscape set back , maximum floor area;
- Section 240-24.1.7 (A) (1) – Principal permitted use, density, C. dimensional bulk requirements set backs, height, maximum lot coverage, landscape;
- Section 240-1.11 (A) 4. – Off-Street parking.

Other Reviews & Approvals

- **Site Plan Review:** The proposal presented with the Regulatory Agreement was reviewed by the Site Plan Review Committee (Building, Department of Public Works, Hyannis Fire District, etc.) pursuant to Article IX of the Zoning Ordinance. The Committee approved the project at a formal hearing on September 7, 2017.
- **Conservation Commission:** An Order of Conditions as approved by the Conservation Commission on September 19, 2017 for work within the 100' and 50' buffer zone to a wetland.

Procedural Information

- Notice of the proposed regulatory agreement and public hearing was provided in the Barnstable Patriot, to abutting property owners, and to interested parties as required by §168-8(D).
- An affirmative majority vote of the Planning Board recommending execution of the Regulatory Agreement is required.
- Upon an affirmative recommendation from the Planning Board, a two-thirds affirmative vote of the Town Council is needed to authorize the Town Manager to execute the regulatory agreement.

REGULATORY AGREEMENT

ADAM WEINER/GUARANTEED FRESH PRODUCE
30 & 35 LYANNOUGH ROAD
HYANNIS, MA 02601

This Regulatory Agreement ("Agreement") is entered into by and between the applicant, Adam Weiner/Guaranteed Fresh Produce (the "Applicant" and/or "Developer"), with a mailing address of 35 Lyannough Road, Hyannis, MA 02601 and the Town of Barnstable (the "Town"), a municipal corporation with a mailing address of 367 Main Street, Hyannis, MA 02601, on this ____ day of _____, 2017, pursuant to Section 240-24.1 of the Barnstable Zoning Ordinance and Chapter 168 of the Code of the Town of Barnstable.

WITNESS:

WHEREAS, this Agreement shall establish the following: permitted uses, parking, and setbacks within the proposed Redevelopment (as defined herein), the duration of this Agreement, and any other terms and conditions mutually agreed upon between the Applicant and the Town;

WHEREAS, the Town is authorized to enter into this Agreement pursuant to Chapter 168 of the Code of the Town of Barnstable;

WHEREAS, the Applicant owns the property known as and numbered 35 Lyannough Road, Hyannis, MA 02601, which is shown on Barnstable Assessor's Map 343, as Parcel 003, and which is more particularly described in the Certificate of Title No. 186706 recorded with the Barnstable County Land Registration Office (hereafter, the "Property"). The Applicant has a Purchase and Sale Agreement for the purchase of the property at 30 Lyannough Road, Hyannis, MA currently owned by Dmitry Zinov, Trustee, which is shown on Barnstable Assessor's Map 343, as Parcel 015, and which is more particularly described in Certificate of Title No. 184659 recorded with the Barnstable County Land Registration Office.

WHEREAS, the 35 Lyannough Road, Hyannis, parcel is developed with commercial structures, and is the subject of a preexisting Regulatory Agreement between the Town and Guaranteed Fresh Produce, Inc. dated July 23, 2008 and recorded at the Barnstable County Land Registration Office as Document 1096691. The 30 Lyannough Road, Hyannis parcel was a previously developed lot covered almost entirely with asphalt.

DRAFT

WHEREAS, the Applicant purposes to utilize 30 Iyannough Road for truck parking accessory to the produce business located at 35 Iyannough Road as shown on the plans submitted and attached hereto as **Exhibit A** and incorporated by reference: _____, dated _____, (hereafter, the "Redevelopment Plans," and such proposed site work and improvements all as shown on the Redevelopment Plans are hereafter referred to herein, collectively, as the "Redevelopment");

WHEREAS, the Redevelopment received unanimous approval from The Barnstable Conservation Commission, on September 19, 2017.

WHEREAS, the Redevelopment is consistent with the Town of Barnstable's Design and Infrastructure Plan;

WHEREAS, the Town and Applicant desire to set forth in this Agreement their respective understandings and agreements with regard to the Redevelopment;

WHEREAS, the Applicant is willing to commit to the reuse of the Property substantially in accordance with this Agreement and desires to have a reasonable amount of flexibility to carry out the reuse and therefore considers this Agreement to be in its best interests;

WHEREAS, this Agreement shall vest land use development rights in the Property for the duration of this Agreement, and such rights shall not be subject to subsequent changes in local development ordinances, with the exception of changes necessary to protect the public health, safety or welfare;

WHEREAS, the Redevelopment will not require regulatory review under the Massachusetts Environmental Policy Act (MEPA);

WHEREAS, the Property is located in the Hyannis Growth Incentive Zone (GIZ) as approved by the Cape Cod Commission by decision dated April 6, 2006, as extended by vote of the Cape Cod Commission on December 3, 2015, and as authorized by Barnstable County Ordinance 2005-13, Chapter G, Growth Incentive Zone Regulations of the Cape Cod Commission Regulations of General Application;

WHEREAS, the Redevelopment is not subject to review by the Cape Cod Commission as a Development of Regional Impact due to its location in the GIZ and due to the adoption of Barnstable County Ordinance 2006-06 establishing a cumulative development threshold within the GIZ, under which this Redevelopment may proceed and the Applicant has submitted a Jurisdictional Determination to the Town of Barnstable Building Department to confirm the same;

WHEREAS, the Redevelopment has undergone formal site plan review and the Town of Barnstable Site Plan Review Committee determined the Redevelopment Plans approvable by decision dated September 7, 2017;

WHEREAS, the Redevelopment proposal has undergone two hearings on the Regulatory Agreement application and received an affirmative majority vote from the Planning Board on _____;

WHEREAS, the Redevelopment proposal has undergone a public meeting on the Agreement before the Barnstable Town Council and has received a two-thirds vote approving the Agreement on _____;

WHEREAS, this Agreement authorizes only the use, any other parking lot dimensional requirements are preexisting non conforming with the proposed construction making said lot more conforming than as presently exists.. Any substantial deviation from the authorized terms of this Agreement shall require review by the Town Council and Planning Board pursuant to Chapter 168-10 of the Code;

NOW, THEREFORE, in consideration of the agreements and covenants set forth hereinafter, and for other good and valuable consideration, the receipt and sufficiency of which each of the parties hereby acknowledge to each other, the Applicant and Town do enter into this Agreement, and hereby agree to covenant as follows:

1. The Developer agrees to construct the Redevelopment on the Property in accordance with the Redevelopment Plans which are attached as **Exhibit A** to this Agreement and which are entitled as follows:
 - a.
 - b.
2. The Town hereby grants the following waivers from the Town of Barnstable Zoning Ordinance for the Redevelopment, as requested by the Developer:
 - a. Section 240-1.9.1 Gateway Medical (GM) Zoning District: Use for accessory parking for 30 Iyannough Road, Hyannis, MA 02601
 - b. Sections 240-53(C) and 240-24.1.11A(4) Landscaping requirements for parking lots. (*Preexisting nonconforming*)
3. The parking lot permitted herein shall be accessory to the use of 35 Iyannough Road as permitted by the Regulatory Agreement between the Town and Guaranteed Fresh Produce, Inc. dated July 23, 2008 and recorded at the Barnstable County Land Court Registry as Document 1096691. The two properties, 30 and 35 Iyannough Road, Hyannis, shall be retained in identical ownership with respect to both fee and nonfee interests.

4. The Redevelopment provides, without limitation, the following site design, traffic safety, and community benefits:
 - a. Revitalization of long standing vacant property; revitalization is anticipated to eliminate or substantially reduce issues associated with blighted property including but not limited to homeless occupation and illicit activity.
 - b. Redevelopments will significantly improved aesthetics at a gateway property into the Gateway Medical Zoning District.
 - c. Substantially improved traffic flow pattern allowing smoother ingress and egress on the property.
 - d. Improved storm-water drainage management on-site with low impact design measures.
 - e. Removal of asphalt within the wetland buffer with re-vegetation of the wetland buffer.
5. This Agreement shall run with the land, and all of the terms, conditions, and obligations contained in this Agreement shall be binding on any successor or assignor of the Applicant.
6. The term of this Agreement shall be ten (10) years from the effective date of the Agreement (hereafter, the "Term"), and the development rights authorized herein must be exercised prior to expiration of the Term or this Agreement shall be null and void. Once the development rights authorized herein have been timely exercised, all terms and conditions of this Agreement shall remain in effect until the Property is no longer used in accordance with the Redevelopment Plans in a manner that requires additional zoning relief. Further, in the event that the Developer, or its successors and/or assigns, proposes to modify the Redevelopment or the Redevelopment Plans in a manner which requires additional zoning relief, an amendment pursuant to Section 168-10 of the Code shall be required.

IN WITNESS WHEREOF, the parties have hereunto caused this Agreement to be executed on the day and year first above written.

Dated this ____ day of _____, 2017.

TOWN OF BARNSTABLE

Adam Weiner/Guaranteed Fresh
Produce,

By: _____
Name: Mark Ells Town Manager

By: _____
Name: Adam Weiner

COMMONWEALTH OF MASSACHUSETTS

Barnstable, ss.

On this _____ day of _____, 2017, before me, the undersigned notary public, personally appeared Mark Ells, Town Manager of the Town of Barnstable, and proved to me through satisfactory evidence of identification, which was _____, to be the person whose name is signed on the preceding or attached document in my presence.

Notary Public
My Commission expires: _____

COMMONWEALTH OF MASSACHUSETTS

Barnstable, ss.

On this _____ day of _____, 2017, before me, the undersigned notary public, personally appeared Adam Weiner, and proved to me through satisfactory evidence of identification, which was _____, to be the person whose name is signed on the preceding or attached document in my presence.

Notary Public
My Commission expires: _____

EXHIBIT A: REDEVELOPMENT PLANS

**Town of Barnstable
Planning Board**



**Application for a Regulatory Agreement
Hyannis Village Zoning Districts
(Attach additional sheets if necessary)**

A regulatory agreement is a contract between the applicant and the Town, under which the applicant may agree to contribute public capital facilities to serve the proposed development and the municipality or both, to build fair affordable housing either on-site or off-site, to dedicate or reserve land for open-space community facilities or recreational use or to contribute funds for any of these purposes. The regulatory agreement shall establish the permitted uses, densities, and traffic within the development, the duration of the agreement, and any other terms or conditions mutually agreed upon between the applicant and the Town. A regulatory agreement shall vest land use development rights in the property for the duration of the agreement, and such rights shall not be subject to subsequent changes in local development ordinances.

For office use only: RA # _____
Date Received Town Clerk: _____ Days Extended: _____
Hearing Dates: _____
Dated Submitted to Town Council _____

The undersigned hereby applies to the Planning Board of the Town of Barnstable for a Regulatory Agreement, in the manner and for the reasons set forth below:

1. Applicant Name¹: Adam Weiner/Guaranteed Fresh Produce or nominee Phone: 508 778 0303
Applicant Address: 35 Iyannough Road, Hyannis, MA 02601
Project Name: Guaranteed Fresh Produce
Property Location: 35 Iyannough Road (Route 28) Hyannis, MA 02601

If applicant differs from owner, state nature of interest:²

2. Owners of Record. Provide the following information for all involved parcels (attach additional sheets if necessary and as required by item 13, Other Submissions):

Lot/Parcel	Owners Name	Land Ct. Certif. of Title #	Lot & Plan	Registry of Deeds Book/Page #	# Years Owners
Lot 1-4	Adam J. Weiner, Tr.	Cert/Title 186706	Lots 1-4, Plan. 11685-C		9
Lot 14	Dmitry Zinov, Tr.	Cert./Title 184659	Lot 14 Plan 11685-E	Purchase & Sales Agreement attached	10

¹

The Applicant Name will be the entity in whose name the Regulatory Agreement will issue.

²

If the applicant differs from owner, the applicant is required to submit one original notarized letter authorizing the application, a copy of an executed purchase & sales agreement or lease, or other documents to prove standing and interest in the property.

Owners Contact information (if different from applicant)

Name Address Phone number:
_David V. Lawler, Esq. 540 Main St., Suite 8, Hyannis, MA 02601 (508) 778 0303

3. Zoning District(s): (GM)-Gateway Medical District and (WP)-Wellhead Protection Overlay District
Groundwater Overlay District: Yes ☒ No ☐ Total land area subject to the Regulatory Agreement:
51,459 square feet

Total land area upland: 51,459 square feet. Total land area wetland: detailed on plan

Total estimated cost of construction: One Hundred Thousand Dollars

4. Regulatory Agreement Requested: Yes

Is the Cape Cod Commission a party to the proposed Regulatory Agreement? Yes ☐ No ☒

Description of proposed agreement: _____

5. Existing Zoning of the Site and Proposed Zoning Relief Required by the Regulatory Agreement: The relief requested under Barnstable Town Ordinance Section 240-1.9.1 (GM) is to authorize a use not allowable in the GM District. The proposed use is for accessory parking to be located at 30 Iyannough Road to benefit 35 Iyannough Road, which contains a produce wholesale business which use is allowable under a prior Regulatory Agreement. Applicant also wishes to add an additional 3,832 sq. ft. of warehouse space. Existing non-conforming issues which applicant wishes to remain unchanged and seeks relief under the By-Laws are front, side and rear set-backs, street trees, parking set backs, all pre-existing, non-conforming additionally the applicant seeks to slightly increased the non-conformity of natural state/impervious coverage on the lot. Also see Answer #10 of this application.

6. List the local, state or Federal Agencies from which permits, funding, or other actions have been/will be sought:

None but the Regulatory Process

7. Proposed duration of the Regulatory Agreement (by ordinance, the agreement with the Town cannot exceed 10 years):

Ten years _____

8. A description of the public facilities and infrastructure to service the development, including whom shall provide such facilities and infrastructure, the date any new facilities will be constructed, a schedule and a commitment by the party providing such facilities and infrastructure to ensure public facilities adequate to serve the development are available concurrent with the impacts of the development:

n/a

9. A description of any reservation or dedication of land for public purposes:

Not applicable

10. Description of Construction Activity (if applicable), including any demolition, alteration or rehabilitation of existing buildings and a description of building(s) to be demolished, altered or rehabilitated:

The Applicant proposed a 3,832 sq. ft. addition to the building located at 35 Iyannough Road for the purpose of refrigerated storage of produce and truck access to the building as detailed on the attached engineering and architectural plans. Additionally, the Applicant purposes to utilize 30 Iyannough Road for truck parking accessory to the produce business located at 35 Iyannough Road. See attached herewith and incorporated by reference: Engineering Plan of Baxter & Nye Engineering-Project file 30 & 35 Iyannough Road, Hyannis, MA , prepared for Guaranteed Fresh Produce, Adam Weiner Plans C2.0 and C3.0, dated September 1, 2017 and Architectural Plan entitled "Proposed Additional & Alternations to Guaranteed Fresh Produce, 35 Iyannough Road, Hyannis, MA, prepared by Architects Brown Lindquist Fenuccio & Raber Architects, Inc., consisting of pages A0.1, A0.2, A0.3, A1.1, A1.2, A1.3.

Attach additional sheet if necessary

11. Existing Level of Development - Number of Buildings: 1

Existing Gross Floor Area: 11,644 sq.ft., Present Use(s):

Height of Present Uses: 1 story Density of Present Uses: 11,644 square feet of retail and wholesale use

Proposed Level of Development - Number of Buildings: 1 Existing Gross Floor Area: approx. 11,644 sq.ft.

Proposed Use(s): proposed additional 3,832 sq. ft. of warehouse space. Retail and other to remain unchanged. If approved total square footage to be 15,476 square feet.

Height of Proposed Uses: (one story) no change. Density of Proposed Uses: accessory parking Expand warehouse space

12. Local agency subject matter jurisdiction:

Is this proposal subject to the jurisdiction of the Conservation Commission.....Yes [X] No []

Is this proposal subject to the jurisdiction of the Hyannis MSW Historic District.....Yes [] No [X] – parking lot only

Does this proposal require relief from zoning.....Yes [X] No []

- Does this proposal require relief from the Board of HealthYes [] No [X]

13. Submission Requirements:

The following information must be submitted with the application at the time of filing, failure to do so may result in a denial of your request.

Plan Submissions: All Plans submitted with an application shall comply with the requirements of Section 240-102 of the Zoning Ordinance. In addition, the following shall be provided:

- Twelve (12) copies of the completed application form, each with original signatures.
- Eight (8) copies of a 'wet sealed' certified property survey (plot plan) and twelve (12) reduced copies (8 1/2" x 11" or 11" x 17") showing the dimensions of the land, all wetlands, water bodies, surrounding roadways and the location of the existing improvements on the land.
- Twelve (12) copies of a proposed site improvement plan and building elevations and layout as may be required plus twelve (12) reduced copies (8 1/2" x 11" or 11" x 17") of each drawing. These plans must show the exact location of all proposed improvements and alterations on the land and to the structures.

Other required submissions:

- Review Fee(s) payable by certified check to the Town of Barnstable.
- Deed(s) or Purchase and Sale Agreement(s) for all involved parcels.
- Proof of filing of a Project Notification Form with the Massachusetts Historical Commission if the project is located outside of the Hyannis Main Street Waterfront Historic District.

14. Other: The applicant may submit additional supporting documents to assist the Board in making its determination. All supporting documents must be submitted eight days prior to the public hearing for distribution to the Board.

Signature: _____ Date: 9-1-17
Applicant's or Representative's Signature

Print Name David V. Lawler, attorney and authorized representative for Adam Weiner/Guaranteed Fresh Produce or nominee

Representative' address: 540 Main St., Suite 8 _____ Phone: (508) 778 0303
Address: Hyannis, MA 02601 _____ Fax No.: (508) 778-4600

REGULATORY AGREEMENT
35 Iyannough Road, HYANNIS

This Regulatory Agreement ("Agreement") is entered into by and between **ADAM WEINER**, Trustee of 35 Iyannough Road Realty Trust; and President and Treasurer of Guaranteed Fresh Produce, Inc. ("Developer"), and the **TOWN OF BARNSTABLE** ("Town"), a municipal corporation, on this 23rd day of July, 2008 pursuant to Section 240-24.1 of the Barnstable Zoning Ordinance and Section 168 of the Barnstable Code;

WITNESS:

WHEREAS, the Developer under this Agreement will mitigate traffic, stormwater, landscaping and streetscape impacts from redevelopment;

WHEREAS, this Agreement shall establish the permitted uses and site design within the Development, the duration of the agreement, and any other terms or conditions mutually agreed upon between the Developer and the Town.

WHEREAS, this Agreement shall vest land use development rights in the property for the duration of the agreement, and such rights shall not be subject to subsequent changes in local development ordinances, with the exception of changes necessary to protect the public health, safety or welfare.

WHEREAS, the Town is authorized to enter into this Agreement pursuant to Chapters 168 and 240 of the Barnstable Code;

WHEREAS, the Developer is not the legal owner of the property ("Property") at 35 Iyannough Road but has an agreement on file with the Town showing that property owners John & Martha Tremblay, trustees of Rafkin Realty Trust have an agreement with Mr. Weiner to transfer the Property and authorize Mr. Weiner to pursue this application for the Property consisting of approximately 30,513 sq ft, shown on Barnstable Assessor's Map 343 as Parcel 003, Lots 1, 2, 3 and 4 of Land Court Plan 11685C by virtue of Land Court Certificate of Title #134196, and desires to develop the Property pursuant to a regulatory agreement;

WHEREAS, Developer is willing to commit itself to the development of the project substantially in accordance with this Agreement and desires to have a reasonable amount of flexibility to carry out the Development and, therefore, considers this Agreement to be in its best interests; and

WHEREAS, the Town and Developer desire to set forth in this Agreement their respective understandings and agreements with regard to development of the Property;

WHEREAS, the Development will not require regulatory review under the Massachusetts Environmental Policy Act (MEPA) or the Cape Cod Commission Act;

WHEREAS, the Developer has made application to the Planning Board pursuant to Section 168 of the Barnstable Code;

WHEREAS, the Development is located in the Hyannis Growth Incentive Zone (GIZ) as approved by the Cape Cod Commission by decision dated April 6, 2006, as authorized

by Barnstable County Ordinance 2005-13, Chapter G, Growth Incentive Zone Regulations of the Cape Cod Commission Regulations of General Application;

WHEREAS, the Development is not subject to review by the Cape Cod Commission as a Development of Regional Impact due to its location in the GIZ and due to the adoption of Barnstable County Ordinance 2006-06 establishing a cumulative development threshold within the GIZ, under which this development may proceed and the Developer has submitted a Jurisdictional Determination to the Town of Barnstable Building Department to confirm the same;

WHEREAS, the Development proposes to redevelop a blighted site;

WHEREAS, the Development is located in a Wellhead Protection Overlay District and in an area of high groundwater where the Development proposes to contain an improved on-site septic system providing appropriate separation from groundwater;

WHEREAS, the Development site does not impact resources protected by the Barnstable Conservation Commission;

WHEREAS, the Development will operate a retail and wholesale use that will have complementary hours of operation to minimize site circulation conflicts and traffic conflicts;

WHEREAS, the Development will close one of two existing curb cuts on Lyannough Road and so improves traffic circulation and provides some congestion relief;

WHEREAS, the Development will improve stormwater on site and prevent stormwater generated on site from traveling off site onto adjacent properties or roadways;

WHEREAS, the Development will provide streetscape improvements in the form of street tree and site design improvements through landscaping;

WHEREAS, the Development will remove the existing pylon sign and install a new sign in a different location;

WHEREAS, the Development will require zoning relief to continue the specialty retail and wholesale use in the Medical Services (MS) District;

WHEREAS, the Development will require zoning relief to continue the existing non-conforming building in its present location such relief is sought from setbacks, street trees, natural state, impervious surface coverage and parking all as further defined in number 17 below;

WHEREAS, Developer has undergone at least two public hearings on the Agreement application and received a majority vote from the Planning Board approving the application on June 9, 2008;

WHEREAS, the Developer has undergone a public hearing on the Agreement application before the Town Council and received a 2/3rds vote approving the application on July 17, 2008;

NOW, THEREFORE, in consideration of the agreements and covenants hereinafter set forth, and other good and valuable consideration, the receipt and sufficiency of which each of the parties hereto hereby acknowledge to the other, the Developer and the Town do enter into this Agreement, and hereby agree and covenant as follows;

1. If the Development rights granted hereunder are exercised, the Developer agrees to construct the Project in accordance with the plans and specifications submitted to and approved by the Town, listed as follows and made part of this Agreement by reference:
 - a) Plans entitled "Site Development Construction Plans" sheets C-1 through C-7 stamped by Matthew W. Eddy, RPE # 43183 and John Ellis PLS # 29874 dated 5/12/08
 - b) Such other plans and plan revisions as may be required by the terms and conditions of this Agreement;
2. The Developer proposes to convert the existing 30,513 sq. ft. building at the property to suit the business plan of Guaranteed Fresh Produce;
3. Uses shall be the retail and wholesale of fresh produce, with accessory offices, storage, loading and unloading docks for trucks as necessary to service the wholesale and retail uses of the business as requested under the MS Zoning District, § 240-24.1-4 of the Barnstable Code;
4. Developer proposes daily use of eight (8) 24' box trucks of 31' in length for the Guaranteed Fresh Produce business. Such use is authorized by this agreement. Any change to the length or number of these trucks shall require prior approval by the Planning Board. This condition shall not be construed to prevent vendor delivery trucks of any type or length from visiting the site for normal business purposes.
5. Proposed signage shall conform to the height provisions of § 240-12 and shall not be internally illuminated.
6. The development rights granted hereunder shall be exercised and development permits may be obtained hereunder for a period of one year from the effective date of the Agreement. The development rights granted under this agreement shall not transfer to another owner without the prior written permission of the Planning Board and the Town Manager;
7. The Developer has agreed to mitigate traffic impacts from the Development and shall establish hours of operation for the retail and wholesale use so that site circulation, parking and use conflicts are eliminated or minimized. Retail operations are proposed from the hours of 10 AM to 3 PM which avoid peak site and off site traffic conditions. Changes in retail operations that vary more than 60 minutes from these hours shall require an amendment to this agreement;
8. Developer has agreed to mitigate traffic impacts from the Development by seeking and obtaining all necessary permissions from local and state agencies to close the Property's easterly curb cut. The commencement of activities on this site pursuant to this agreement shall not occur before this curb cut has been

redeveloped as landscaped buffer along Iyannough Road as shown on the plans entitled: "Landscape Plan Sheet C-6";

9. The Developer has agreed to mitigate stormwater impacts caused by existing and proposed impervious areas on site. Stormwater management shall, to the maximum extent feasible, utilize best management practices and shall prevent stormwater from traveling off site;
10. The Developer has agreed to mitigate community character impacts by providing additional site landscaping over what exists on the Property. The landscaping plan for the Property must be approved by the Planning Board, or its designee. All landscaping within the development shall be low water use and shall minimize the use of fertilizers and pesticides;
11. The Developer has agreed to mitigate impacts from arrangement of existing non-conforming parking by planting and maintaining street trees along the Iyannough Road Property frontage. The tree size and the species shall be determined in consultation with the Tree Warden and approved by the Planning Board or its designee. The tree maintenance plan shall be submitted before the commencement of operations pursuant to this agreement. A tree replacement surety shall be held by the Town for one full growing season after tree planting as determined by the Tree Warden and Growth Management Department. Surety may be released after such time upon the receipt of an inspection report from the Tree Warden, satisfactory to the Planning Board or their designee;
12. Developer and its successors will participate in the Town of Barnstable's Transportation Management Association (TMA) upon its formation. Participation shall include: (a) distribution of materials provided by the Town to all employees of the development; and (b) the identification of a representative for the development who will serve as the contact between the inhabitants and tenants of the development and the Town's TMA;
13. Construction and demolition debris from the Development shall be removed and reused or recycled to the maximum extent possible;
14. Development uses shall not use, store, generate, treat or dispose of hazardous waste or hazardous materials in quantities greater than 25 gallons (or the dry weight equivalent) or less, and shall not generate hazardous waste in quantities greater than the Very Small Quantity Generator level as defined in the Massachusetts Hazardous Waste Regulations, 310 CMR Section 30.353;
15. To the extent that the referenced plans do not depict all of the findings and conditions as set forth in this Agreement, revised plans and/or notations shall be provided. In addition to permits, plans and approvals listed above, any and all permits and licenses required shall be obtained;
16. Upon completion of all work, a registered engineer of land surveyor shall submit a letter of certification, made upon knowledge and belief in accordance with professional standards that all work has been done in substantial compliance with the approved site plan. This document shall be submitted prior to the issuance of the final certificate of occupancy;

17. Town hereby grants a waiver from the following zoning restrictions:

Permitted Use: Relief is granted to continue but reduce the scope of the existing specialty retail and expand the use to include wholesale and storage operations of Guaranteed Fresh Produce in the Medical Services (MS) District as described on the approved plans and within this agreement.

Building setbacks: Relief is granted from Section 240.24.1.4.C (1) b, Setbacks and permission is granted to continue existing non-conforming building setbacks insofar as it is required to redevelop the site as shown on the approved Existing Conditions Plan Sheet C-3 and the Layout and Materials Plan Sheet C-4.

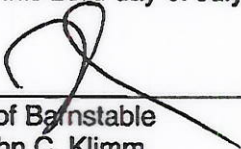
Parking: Relief is granted from Section 240.24.1.10.A.4.a, c, d, and e and permission is granted for the construction of the number, length and location of parking spaces insofar as it is required to redevelop the site as shown on the approved plans.

Street Trees: Relief is granted from Section 240.24.1.10.A (5) (f) to allow the street trees to be planted according to the approved landscape plan and as required herein.

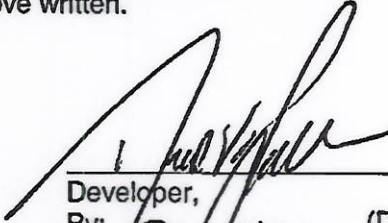
Natural State/Impervious Coverage: Relief is granted from Section 240.1.4.C insofar as it is required to redevelop the site according to the approved plan and as required herein.

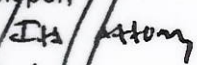
IN WITNESS WHEREOF, the parties have hereunto caused this Agreement to be executed, on the day and year first above written.

Dated this 23rd day of July, 2008.

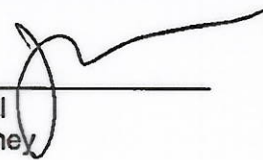


Town of Barnstable
By: John C. Klimm
Town Manager




Developer,
By:  (David V. Lawler)


APPROVED AS TO FORM



Ruth J. Weil
Town Attorney

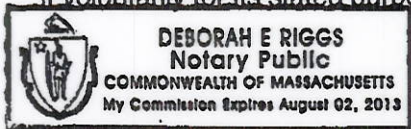


ADAM WEINER, Trustee of 35 Iyannough
Road Realty Trust; and ~~Trustee of President + Treasurer~~
Guaranteed Fresh Produce, Inc

COMMONWEALTH OF MASSACHUSETTS

Barnstable County, ss.

On this 24th day of July, 2008, before me, the undersigned notary public, personally appeared Dave Mante, the trustee of Guaranteed Fresh Produce, proved to me through satisfactory evidence of identification, which was [a current driver's license] [a current U.S. passport] [my personal knowledge], to be the person whose name is signed on the preceding instrument and acknowledged to me that he/she signed it voluntarily for its stated purpose as Trustee of Guaranteed Fresh Produce.



[Signature]
Notary Public
My commission expires:

COMMONWEALTH OF MASSACHUSETTS

Barnstable County, ss.

On this 23rd day of July, 2008, before me, the undersigned notary public, personally appeared John C. Klimm, Town Manager for the Town of Barnstable, Massachusetts, and proved to me through satisfactory evidence of identification, which was [a current driver's license] [a current U.S. passport] [my personal knowledge], to be the person whose name is signed on the preceding instrument and acknowledged to me that he signed it voluntarily for its stated purpose as Town Manager as aforesaid.

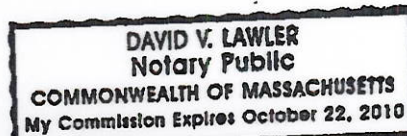
[Signature]
Notary Public
My commission expires:

COMMONWEALTH OF MASSACHUSETTS

Barnstable County, ss.

On this 15th day of August, 2008, before me, personally appeared Adam Weiner, the trustee of Guaranteed Fresh Produce, and Trustee of 35 Iyannough Road Realty Trust, and proved to me through satisfactory evidence of identification, which was [a current driver's license] to be the person whose name is signed on the preceding instrument and acknowledged to me that he signed it voluntarily for its stated purpose as Trustee of Guaranteed Fresh Produce and Trustee of 35 Iyannough Road Realty Trust.

[Signature]
Notary Public
My commission expires:



BARNSTABLE REGISTRY OF DEEDS

6 of 6



Town of Barnstable

Building Department Services

Brian Florence, CBO
Building Commissioner
200 Main Street, Hyannis, MA 02601
www.town.barnstable.ma.us



Office: 508-862-4038

Fax: 508-790-6230

September 8, 2017

35 Iyannough Road Realty Trust
Mr. Adam Weiner, Trustee
c/o Mr. Matthew Eddy, P.E.
Baxter Nye Engineering & Surveying
78 North Street, 3rd Floor
Hyannis, MA 02601

9/13/17

RE: Site Plan Review #058-17 Guaranteed Fresh – Regulatory Agreement Modification
30 & 35 Iyannough Road (Rte 28), Hyannis Map 343, Parcels 003 & 015

Proposal: Construction of 3,832 s.f. additional warehouse space to the existing facility for refrigerated storage of produce and truck access to the building; and, utilization of 30 Iyannough Road as an accessory lot for truck parking. Site improvements for the new addition will include: additional parking, storage parking for delivery trucks and improvements to stormwater management facilities and landscaping.

Dear Mr. Eddy:

The above proposal was found to be approvable by the Site Plan Review Committee at the formal site plan review meeting held September 7, 2017, and is subject to the following:

- Approval is based upon, and must be substantially constructed in accordance with plan entitled "Guaranteed Fresh Produce – Site Re-Development Plans" consisting of 11 Sheets dated August 1, 2017; "Stormwater Management Report for Guaranteed Fresh Produce"; and "Site Operation and Maintenance Plan for Guaranteed Fresh Produce" dated August 28, 2017, all prepared for Guaranteed Fresh Produce by Baxter Nye Engineering and Surveying, Hyannis. Also, floor plans and elevations entitled, "Proposed Addition & Alternations to Guaranteed Fresh Produce", 2 sheets, dated July 13, 2017 prepared for Guaranteed Fresh by Brown Lindquist Fenuccio & Raber Architects, Inc., Yarmouth Port.
- The granting of Regulatory Agreement waivers will be required to authorize the expansion of previously-granted relief for produce wholesale business and warehouse use in the MS District; and, accessory parking lot located at 30 Iyannough Road, Hyannis; also, front, side and rear set-backs; street trees; parking set-backs; and a slight increase in the non-conformity of natural state/impervious lot coverage.

- Entire building is required to be fire safety sprinkler protected, including freezer interiors.
- Board of Health review and approval will need to be obtained regarding septic to groundwater separation and whether upgrades to the septic system will be required.
- A Notice of Intent will need to be filed with the Conservation Commission to update stormwater discharge proposed at the edge of wetlands. Conditions of the resulting Order of Conditions must be complied with.
- Consultation with Hyannis FD regarding whether the existing fire alarm system will require upgrading will be required prior to the building permit stage. Contact Deputy Chief Dean Melanson, Hyannis FD.
- Implementation of the Stormwater Operations and Maintenance Plan is required.
- On-location fueling of trucks stored at the accessory lot, 30 Iyannough Road, may not occur without first obtaining all required permits and approvals.
- Applicant must obtain all other applicable permits, licenses and approvals required.

Upon completion of all work, a registered engineer or land surveyor shall submit a letter of certification, made upon knowledge and belief in accordance with professional standards that all work has been done in substantial compliance with the approved site plan (Zoning Section 240-105 (G)). This document shall be submitted prior to the issuance of the final certificate of occupancy.

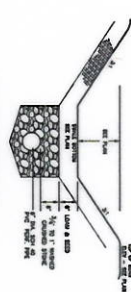
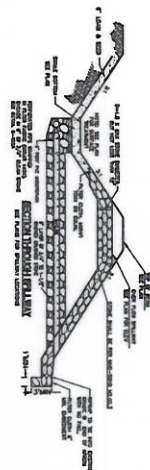
A copy of the approved site plan will be retained on file.

Sincerely,



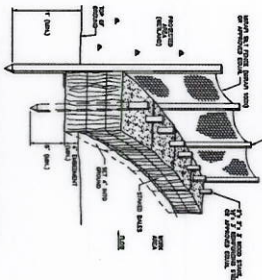
Ellen M. Swiniarski
Site Plan Review Coordinator

CC: Brian Florence, Building Commissioner, SPR Chairman
Elizabeth Jenkins, Director Planning & Development
Amanda Ruggiero, Assistant Town Engineer - DPW
Deputy Chief Dean Melanson- Hyannis Fire Dept.
Tom McKean, Director Health Department
Darcy Karle, Conservation Commission Administrator
Planning Board



4	CRACK SMALL SECTIONS	1.5
5	DETAIL	

6-	GRASS SWALE	2.1.3
704	DETAIL	

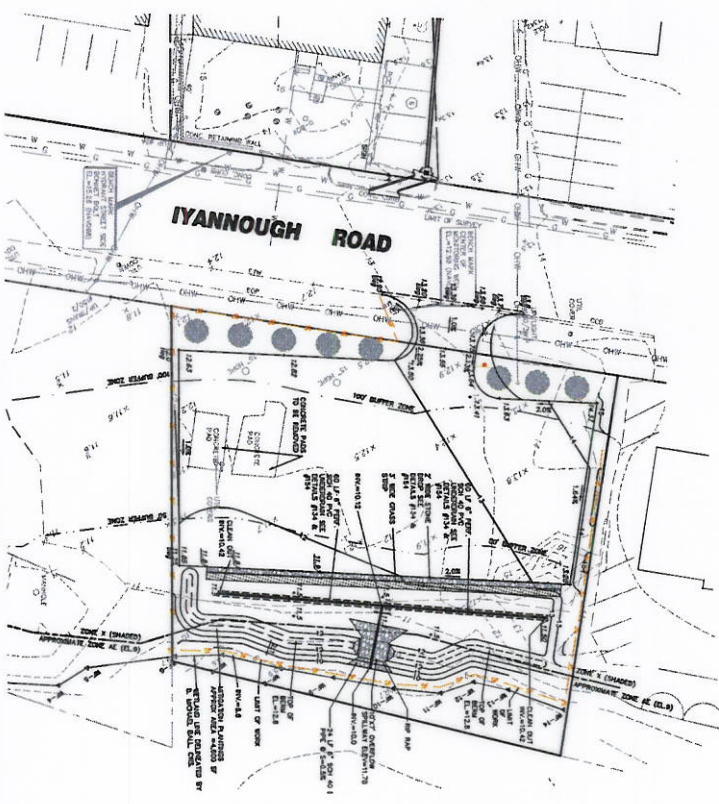
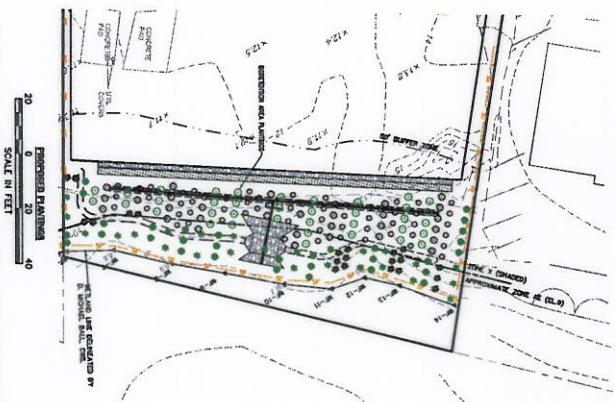


SILT FENCE / HAY BALE BARRIER

SWING	COLOUR LINE	SOCKET NAME	SIZE	BLIND
WFL	BLUESHINY	-ACRYLIC/COG LAMING	6" HGT	5/8" DIA
●	PASTEL ROSE	-GSS CROWN	1 GAL. HGT	4 FT 0" C
●	LATE LAMBERT BLUESHINY	-WICKHAM VOR	1 GAL. HGT	3 FT 0" C
★	ANTHROPOD	-BROOKS SCOTLAND	3 GAL. HGT	8 FT 0" C

2. CONSIDER HOW MUCH PLANT GROWTH AND STIMUL. TYPICALLY PROCEED
WY IN NEEDED DURING WET. GROWTH SEASON.

Model	Model Name	Model Number	Model Description	Model Price
1	Model 1	Model 1	Model 1	Model 1
2	Model 2	Model 2	Model 2	Model 2
3	Model 3	Model 3	Model 3	Model 3
4	Model 4	Model 4	Model 4	Model 4
5	Model 5	Model 5	Model 5	Model 5
6	Model 6	Model 6	Model 6	Model 6
7	Model 7	Model 7	Model 7	Model 7
8	Model 8	Model 8	Model 8	Model 8
9	Model 9	Model 9	Model 9	Model 9
10	Model 10	Model 10	Model 10	Model 10



FOR PERMIT ONLY NOT FOR CONSTRUCTION

OPERATION/MAINTENANCE PLAN

[illegible]

INSPECTIONS:

[illegible]

SOL LOGS DATE : 8/22/08 SOL EVALUATOR: STEVE MATSON, P.E. TEST PIT # 0* G.S.E. = 12.50 CHANNEL 3" (REV 12.25) C1 : 2.5H 8/4 : MEDICAL COURSE SAND 40" (REV 9.17) WATER AT 40" (REV 9.17)

ABBREVIATIONS

805	BOTTOM OF SLOPE
806	BOTTOM OF RILL
807	FIXED FLOOR ELEVATION
808	GRADE BREAK
809	HEAD POINT
810	LOW POINT
811	SLI FLOOR/SLAB OF WORK
812	TO OF CORN
813	TOP OF WALL

BAXTER NYE
ENGINEERING &
SURVEYING

Registered Professional Engineers
and Land Surveyors

78 North Street - 3rd Floor
Sydney, New South Wales 1500
Phone - (02) 771-7622
Fax - (02) 771-7622
www.baxter-nye.com

CONSULTANT

CONSULTANT

GUARANTEED FRESH PRODUCE ADAM WEINER 35 IYANNOUGH RD. / RT 28 HYANNIS, MA 02601	PROJECT TITLE 30 IYANNOUGH ROAD HYANNIS, MA 02601
--	---

Δ	DATE	BY	DESCRIPTION
Δ	1/24/77	WJ	ISSUED FOR CONSTRUCTION
Δ	5/24/77	WJ	REVISED

SHEET TITLE
WETLANDS PERMIT PLAN
GRADING AND DRAINAGE

WPP

20 0 20 40
SCALE IN FEET
SCALE 1"=20'
DRAWN BY: GDM CHECKED BY: JRM
JOB NO: 2007-071 FILE: 2007-071mp.dwg

NOTES:

1. NO PART OF THIS PLAN IS TO BE CONSIDERED A PART OF THE RECORD MAP.
2. ALL INFORMATION ON THIS PLAN IS BASED ON THE RECORD MAP AND THE FIELD SURVEY.
3. THE SURVEY WAS MADE BY THE SURVEYOR AND THE RESULTS ARE AS SHOWN ON THIS PLAN.
4. THE SURVEY WAS MADE BY THE SURVEYOR AND THE RESULTS ARE AS SHOWN ON THIS PLAN.
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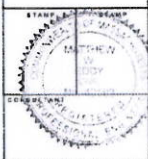


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Registered Professional Engineers
and Land Surveyors

75 North Street - 3rd Floor
Hyannis, Massachusetts 02601

Phone - (508) 771-7552
Fax - (508) 771-7652
www.baxter-nye.com



STAMPED
REGISTERED PROFESSIONAL ENGINEER
STATE OF MASSACHUSETTS
BAXTER NYE
12345

PREPARED FOR:
GUARANTEED FRESH
PRODUCE
ADAM WEINER
35 IYANNOUGH RD., RT.26
HYANNIS, MA 02601

PROJECT TITLE:
30 & 35 IYANNOUGH ROAD
HYANNIS, MA 02601

DATE: 06-21-17

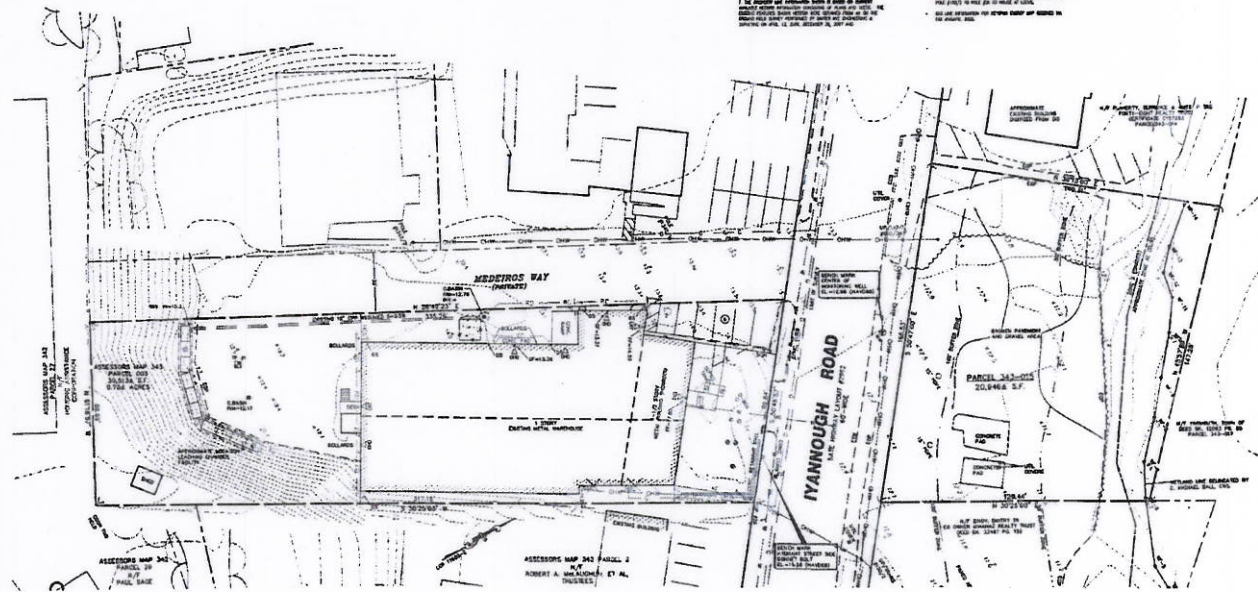
EXISTING CONDITIONS
PLAN

SHEET NO.
C2.0


DATE: 06-21-17

SCALE: 1" = 20'

CHECKED BY: J.E. BAXTER



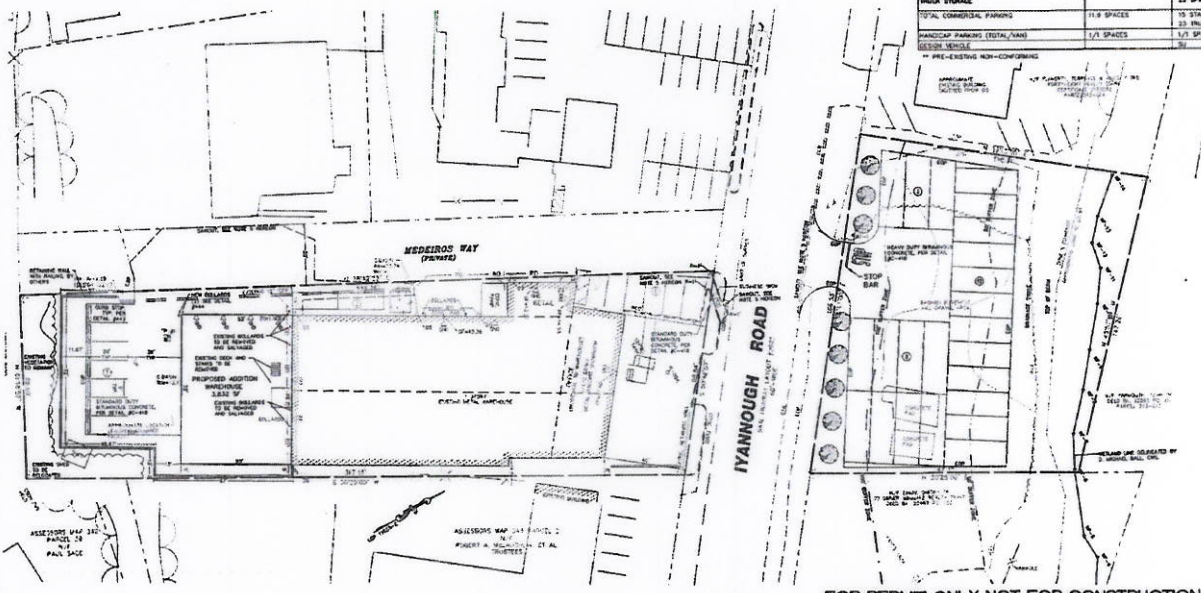
[illegible]

SIGN SUMMARY				
NUTCS NUMBER	SPECIFICATION		TEXT	QUANTITY
	WIDTH	HEIGHT		
R1-1	24"	24"		1

ALL SIGNS MUST BE IN CONFORMANCE WITH THE FEDERAL HIGHWAY ADMINISTRATION "MANUAL ON UNIFORM TRAFFIC CONTROL DEVICES" (MUTCD), LATEST EDITION. ALL APPLICABLE CODES, AND LOCAL REQUIREMENTS, ORDINANCES, AND BYLAWS.

SIGN INSTALLER SHALL COORDINATE SPECIFIC SIGN WORKINGS AND COLOR REQUIREMENTS WITH LOCAL AGENCIES AS NECESSARY (SPECIAL NOTE TO VERIFY HANDICAP PARKING SIGN FORMAT)

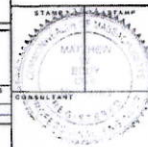
5. SIGN INSTALLER SHALL COORDINATE SPECIFIC SIGN WORKING AND COLOR REQUIREMENTS WITH LOCAL AGENCIES AS NECESSARY (SPECIAL NOTE TO VERIFY HANDICAP PARKING SIGN FORMAT)

[illegible]

**BAXTER NYE
ENGINEERING &
SURVEYING**

Registered Professional Engineers
and Land Surveyors

Phone - (508) 771-7502
Fax - (508) 771-7622
www.baylor-sys.com



CONSULTANT

PREPARED FOR:
GUARANTEED FRESH
PRODUCE
ADAM WEINER
35 IYANNOUGH RD. / RT.28
HYANNIS, MA 02601

PROJECT TITLE
30 & 35 IYANNOUGH ROAD
HYANNIS, MA 02601

Δ	TIME	6/20/77	DAVE HENNING
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LAYOUT AND MATERIALS PLAN

SHEET NO
C3.0

DATE: 08/01/2017

20 0 20

SCALE IN FEET

FOR PERMIT ONLY NOT FOR CONSTRUCTION

CONSTRUCTION SEQUENCE

1. EXISTING AND PROPOSED ROAD CONDITIONS ARE SET BY THE USE OF THE PLAN.
2. EXISTING ROADWAY SHALL BE MAINTAINED AND REPAIRED.
3. EXISTING ROADWAY SHALL BE MAINTAINED AND REPAIRED.
4. EXISTING ROADWAY SHALL BE MAINTAINED AND REPAIRED.
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9. EXISTING ROADWAY SHALL BE MAINTAINED AND REPAIRED.
10. EXISTING ROADWAY SHALL BE MAINTAINED AND REPAIRED.

EXCAVATION/FILL NOTES:

1. EXCAVATION SHALL BE DONE AND REPAIRED WITHIN 10 DAYS OF THE DATE OF THE PERMIT.
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GRADING AND DRAINAGE NOTES:

1. THE PROPOSED ROAD GRADING SHALL BE DONE BY THE DATE OF THE PERMIT.
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OPERATION/MAINTENANCE PLAN

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INSPECTIONS:

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ABBREVIATIONS

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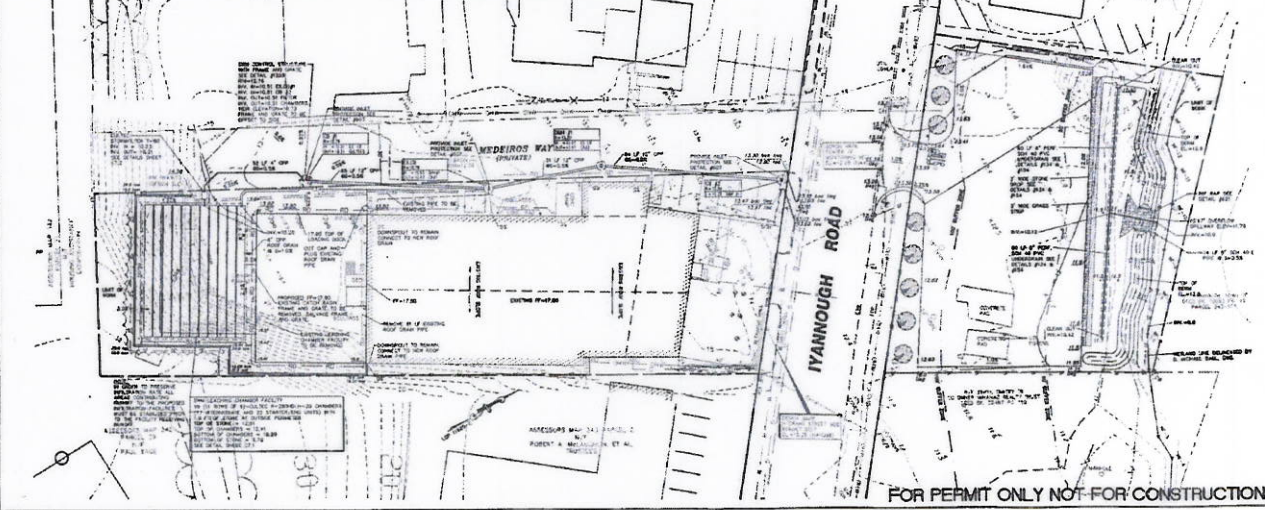
Registered Professional Engineers
and Land Surveyors
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Phone - (508) 771-7502
Fax - (508) 771-7572
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HYANNIS, MA 02601

PROJECT TITLE
30 & 35 IYANNOUGH ROAD
HYANNIS, MA 02601

SHEET NO.
C4.0
DATE: 08/27/17
SCALE: 1" = 40'



FOR PERMIT ONLY NOT FOR CONSTRUCTION



Town of Barnstable Planning Board



www.town.barnstable.ma.us/PlanningBoard

Board Members

Mary Barry – Chair Stephen Helman – Vice Chair Steven Costello - Clerk Paul R. Curley David Munsell Fred LaSelva

John Norman – Town Council Liaison

Planning & Development Dept. Staff Support

Elizabeth Jenkins, AICP, Director

Anna Brigham, Principal Planner

Karen Herrand – Principal Assistant - karen.herrand@town.barnstable.ma.us

Town of Barnstable PLANNING BOARD Minutes August 28, 2017

Mary Barry – Chairman	Present
Stephen Helman – Vice Chairman	Present
Steven Costello - Clerk	Present
Paul Curley	Present
David Munsell	Present
Fred LaSelva	Present

Also in attendance were Elizabeth Jenkins, Director and Karen Herrand, Principal Assistant, Planning & Development Dept.

Notice of Recording: This meeting is being recorded and broadcast on Channel 18 and in accordance with MGL Chapter 30A §20. The Chair must inquire whether anyone else is taping this meeting and to please make their presence known.

Subdivisions:

**Subdivision No. 825 - Modification of Subdivision Nos. 536 & 431/Road Rescission
74 Summerbell Ave. Centerville - Christian Camp Meeting Association -
Applicant: John & Sheree Kay**

The plan for this subdivision modification is entitled "Definitive Plan of 74 Summerbell Avenue, Centerville, MA prepared for John & Sheree Kay" dated February 21, 2017. The subject property is shown on Assessors Map 226 as Parcel 064. This is a request to rescind a portion of Spring Avenue.

Attorney David Lawler in attendance. He is representing Mr. Kay, the Applicant. Technical notice requirement. Explains that this is a simple request, used to be a road and asking to be combined with their existing parcel. There is some confusion with the path that abuts it. They are not doing anything with the path. This has no effect to this path.

Chair Mary Barry invites Public Comment.

Reverend Joanne Hartunian. She is on Christian Camp Meeting Association (CCMA) Board, as well as a resident for 10 years and abutter. She is concerned that the 10 ft. path not be referenced as abandoned, this is maintained and not abandoned. Wants this to go on record that the extension from

Ocean Ave, crossing Summerbell, has never been an abandoned path. They saw this in an email from Craig at Downcape.com.

Dan Ojala in attendance. He explains that this is a misunderstanding, only the blue portion was abandoned. There has been some confusion. Reference to the Amended Staff Report, Finding No. 5., see Exhibit A, read into record: *The subject 20 foot portion of the way was deeded from Christian Camp Meeting Association to the owner of 74 Summerbell Ave in 1960. That deed is recorded in Book 1229 as Page 436. An adjacent 10 foot portion of Spring Street remains under the control of the Christian Camp Meeting Association.*

Attorney Lawler reiterates this and confirms that their pathway is not in any way abandoned.

Motion made by Stephen Helman to close the Public Hearing, seconded by Paul Curley, so voted unanimously.

The Findings are read into record by Steven Costello – Exhibit A:

1. *The Application was submitted by John and Sheree Kay as owners of 74 Summerbell Avenue, with consent of the Bristol County Savings Bank. The Kay's title to the property is recorded in Deed Book 29342 Page 108.*
2. *This application proposes to eliminate a 20-foot portion of Spring Avenue and incorporate that land with an abutting lot at 74 Summerbell Avenue.*
3. *The plan for this subdivision is entitled "Definitive Plan of 74 Summerbell Avenue, Centerville, MA" prepared for John & Sheree Kay drawn and stamped by Down Cape Engineering, Inc., dated February 21, 2017. The plan proposes to eliminate a 20-foot portion of Spring Avenue and incorporate that land with an abutting lot at 74 Summerbell Avenue.*
4. *The subject lots and ways were created prior to subdivision control and are shown on an 1872 Subdivision Plan entitled "Perry's Plan of Cottage lots No 1 Christian Camp Grounds at Centerville Barnstable Co. Mass" recorded at the Barnstable Registry of Deeds in Plan Book 24 page 1 (a copy of which is also recorded in Plan Book 24 page 49. The subject lots are shown on that plan as Lot Nos. 142 and the southern half of 145.*
5. *The subject 20 foot portion of the way was deeded from Christian Camp Meeting Association to the owner of 74 Summerbell Ave in 1960. That deed is recorded in Book 1229 as Page 436. An adjacent 10 foot portion of Spring Street remains under the control of the Christian Camp Meeting Association.*
6. *The fact that Spring Street is shown on official town maps and that the plan proposes a change in the layout of the ways triggers Subdivision Control Law pursuant to MGL Chapter 41 Section 81-Q.*
7. *There is no new roadway or utility construction or improvements being proposed by this subdivision plan and the plan does not propose to create any new developable lots.*

Motion made by Stephen Helman to approve the Draft Findings as read, seconded by Fred LaSelva, so voted unanimously.

Motion made by Stephen Helman, based on the information presented and findings of the Board, I move to approve the subdivision modification application No. 825 and to endorse the plan entitled "Definitive Plan of 74 Summerbell Avenue, Centerville, MA prepared for John & Sheree Kay" dated February 21, 2017, drawn and stamped by Down Cape Engineering, Inc upon the expiration of the appeal period of this decision, seconded by Paul Curley, so voted unanimously.

Lot Release

Subdivision No. 657. Request by Attorney Eliza Cox to release covenant for lots, 6, 7, 8 and 9.
Address: 90, 110, & 130 Merchants Way and 20 Business Lane, Barnstable.

Motion made by Stephen Helman makes motion to continue from August 14, 2017, to September 11, 2017, at the Applicant's request, seconded by Paul Curley, so voted unanimously to continue.

Zoning Amendments:

Zoning Amendment Town Council Item No. 2017-159 - Order, Pursuant to M.G. L. Chapter 40A Section 5, submitting Proposed Zoning Amendment Prohibiting the Establishment of Group Homes to the Planning Board - 95 Chase Street, Hyannis. *Continued from July 10, 2017.*

Chair Mary Barry explains that the Petitioner would like to continue the hearing to sometime in October/November.

Motion entertained by Chair Mary Barry to continue to October 23, 2017, moved by Stephen Helman, seconded by Paul Curley, so voted unanimously.

John Julius, resident of Chase Street, Hyannis, in attendance. Complex matter in dealing with Chapter 40A, section 5. Statement: Thank you for your consideration in granting us the opportunity to request a continuance for the hearing scheduled for this evening. We respectfully ask for an extension for at least a 60 day time frame to allow ample time to work with Town officials to create the necessary wording and legal form for our Petition in this matter. This is a complex issue and deals with statutory requirements, with regard to citizen's rights under section 5 of MGL 40A. We must all have these requirements in accordance with the Commonwealth's desires and regulations. He is representing the 12 designated/registered Petitioners. Requests that all of the requests from the original Petition remain intact until a vote by Planning Board be allowed to take place.

Approval of Minutes: August 14, 2017

Motion entertained by Chair Mary to approve the minutes of August 14, 2017, as presented, moved by Stephen Helman, seconded by Paul Curley, so voted unanimously.

Motion entertained by Chair Mary Barry to close the Public Hearing and adjourn, moved by Stephen Helman, seconded by Paul Curley, so voted unanimously.

The meeting adjourned at 7:17 p.m.

Correspondence:

Chapter 91 – 157 Pleasant Street, Hyannis Inner Harbor, Barnstable – Robert Goodwin – re: access to navigable waters

Chapter 91 – 107 Sea View Ave., Osterville – Wianno Club – beach nourishment, repairs and maintenance on existing revetment and groins

Matters Not Reasonably Anticipated by the Chair:

Future Meetings:
PM.

Regularly Scheduled Meetings: September 11 and September 25, 2017 @ 7:00

Respectfully Submitted _____

By Karen Herrand, Principal Assistant, Planning Board

Approved by vote of the Board on _____

Further detail may be obtained by viewing the video via Channel 18 on demand at <http://www.town.barnstable.ma.us>

List of Exhibit Documents

Exhibit A – Staff Report – Sub. No. 825, modification 74 Summerbell Ave., Centerville