

SETTLEMENT AGREEMENT AND GENERAL RELEASE BETWEEN DANIEL C. HOSTETTER, JR., TRUSTEE OF EAGLE TRUST, WHISTLEBERRY RESIDENTS ASSOCIATION, INC., TOWN OF BARNSTABLE, and JACQUES MORIN, ET AL.

This Settlement Agreement (the "Agreement") is entered into as of this ____ day of June, 2019 between Daniel C. Hostetter, Jr., Trustee of Eagle Trust and Priscilla M. Hostetter (collectively "Developer"), Town of Barnstable and the Town of Barnstable Planning Board ("Town"), The Whistleberry Residents Association, Inc. ("WRA"), Jacques Morin and Martha Morin (collectively "Morin"), Gary C. Blazis and Nancy M. Blazis (collectively "Blazis"), George J. Quart and Susan L. Quart (collectively "Quart"), John Paul Slavinsky and Sheila Slavinsky (collectively "Slavinsky"), Christopher Girard and Amanda Girard (collectively "Girard"), which all of the foregoing are collectively referred to herein as the "Parties."

RECITALS

WHEREAS, a Development Agreement was entered into on January 23, 1995, which was modified and extended by a Development Agreement dated January 24, 2002, for the completion of Whistleberry, Subdivision #454;

WHEREAS, at a public meeting held on October 27, 2014 attended by the Developer, WRA, Morin, and other members of the public, the Town of Barnstable Planning Board voted on a list of items that would be required to be completed by the Developer in order to satisfy the Developer's obligations under said Development Agreements;

WHEREAS, thereafter, the Developer, Town, WRA and Morin and others have engaged in settlement negotiations;

WHEREAS, as a result of the negotiations, the Developer, Town, and WRA agreed that two items would be added to the scope of work required to complete the Development Agreements; however, the parties did not agree how these items should be addressed and, additionally, disagreed on how two items on the October 27, 2014 list should be addressed;

WHEREAS, in order to resolve the aforementioned disagreements, the Developer and WRA submitted to the Barnstable Town Engineer a Joint Memorandum, dated November 17, 2016, which set forth the disputed items and each parties' position on what should be done to address the items and the parties agreed to be bound by the Town Engineer's decision on the items;

WHEREAS, the Developer, WRA, Town, and Morin attended a meeting at the Town of Barnstable on December 19, 2016 at which the Town Engineer, Roger D. Parsons, P.E., announced his decisions on how the disputed items in the Joint Memorandum should be addressed;

WHEREAS, Roger D. Parsons, P.E., Town Engineer issued a Memorandum dated February 13, 2017, confirming the decisions he verbally announced in response to the Joint Memorandum dated November 17, 2016;

WHEREAS, thereafter, on February 28, 2018, Mr. Parsons met at the subdivision with Rich Tabaczynski, P.E., representing the Developer, and Daniel Ojala, P.E., representing WRA, to discuss finalization of the plans that would reflect the decisions Mr. Parsons set forth in his February 13, 2018 Memorandum and the plan addressing the improved portion of Whistleberry Road and utilities at lot numbers 2, 6 and 7 (Item #2 in the 2002 Development Agreement);

WHEREAS, Rich Tabaczynski, P.E., produced revised plans which have been reviewed by WRA Engineer Daniel A. Ojala, P.E. and approved by Roger Parsons and are appended to this Agreement in the "Appendix for Settlement Agreement" hereinafter referred to as "Appendix" which is incorporated by reference;

WHEREAS, the parties are now in agreement as to the scope of work and the manner of the work that shall be required for the Development Agreements to be satisfied and Whistleberry (Subdivision No 454) to be completed;

NOW THEREFORE, in consideration of the exchange of the promises and covenants set forth in this Agreement and other good and valuable consideration, receipt and sufficiency of which is hereby acknowledged, the Parties hereto expressly agree as follows:

TERMS AND CONDITIONS

1. **Recitals.** The Parties agree that each and every covenant of this Settlement Agreement and "Whereas" clauses were and are a material condition for entering into this Settlement Agreement.

2. **No Admission of Liability.** It is expressly understood and agreed by the Parties hereto that this Agreement is entered into solely for the purpose of resolving Subdivision No. 454 (Whistleberry), and neither this Agreement nor any other communication which led to this Agreement, is intended to be, nor shall be deemed, construed or treated in any respect as, an admission of liability or a concession of any claim or defense in the Subdivision No. 454 (Whistleberry) by any person or entity for any purpose.

3. **Work to be Performed to complete Subdivision No. 454 (Whistleberry).** The Parties agree that the work necessary to complete Subdivision No. 454 (Whistleberry) in its entirety shall be the following:

- a) Those items voted on by the Town of Barnstable Planning Board on October 27, 2014, with reference to the respective plan(s) and documents in the Appendix; the Developer's current progress list evidencing the work performed to date and that remaining. **See Appendix, Tab 1;**
- b) Those items as determined by Roger D. Parsons, P.E., Town Engineer in his Memorandum dated February 13, 2017 which responded to the positions

stated in the Joint Memorandum dated November 17, 2016 and which were clarified at a meeting on December 6, 2017. **See Appendix, Tab 2.**

- c) The recording of easements from affected property owners, including John P. Slavinsky, authorizing the pavement and utilities of Whistleberry Drive to be out of the layout and encroaching upon the property of the owners of Lot Nos. 2, 6 and 7. **See Appendix, Tab 3.**

i. Slavinsky Settlement: Developer shall pay Slavinsky \$50,000.00 as consideration for the Easement to maintain pavement and utilities on Lot 7 as shown on the plan attached to said Easement in the following manner: Upon execution of this Agreement and recording of the Easement at the Barnstable County Registry of Deeds (both of which shall happen on the same day), \$50,000.00 shall be made payable to Robert F. Mills, Esq., to be held in his escrow account and disbursed as hereinafter provided. Following approval of this Agreement by the Planning Board and expiration of any applicable appeal periods to the Planning Board action and statute of limitations for a Writ of Certiorari under G.L. 249 § 4, Robert F. Mills, Esq. is authorized to disburse the \$50,000.00 to Slavinsky.

- d) Lower Section of Berry Hollow Drive Along Cranberry Bog:

i. The Developer at its sole cost and expense shall apply on one occasion to the Town of Barnstable Conservation Commission for an Order of Conditions authorizing the paving of the lower, currently unpaved, section of Berry Hollow Drive (hereinafter called "the Lower Section"), said Lower Section consisting of the area shown on the plan entitled "Proposed Roadway Repair Plan for Berry Hollow Drive, Marstons Mills, MA August 6, 2018" prepared by Atlantic Design Engineers, Inc., Scale 1" = 30', (hereinafter "the Roadway Plan"). The Roadway Plan has been approved by Roger Parsons. The Developer shall use reasonable and diligent efforts to support the said application and to obtain the approval of the Commission. **See Appendix, Tab 4.**

ii. Upon the filing of an application for an Order of Conditions by the Developer, the Whistleberry Residents Association ("WRA") shall dismiss its pending appeal (DEP File No. SE DA-15049) with the Massachusetts Department of Environmental Protection ("Mass DEP").

iii. The Developer shall pay the sum of \$17,250.00 and the WRA shall pay the sum of \$7,000.00 to Philip M. Boudreau, Esq., as escrow agent, to be held and administered by said escrow agent

pursuant to the terms set forth below. Said payments shall be made within 10 days from the issuance of a decision by the Conservation Commission regarding the request for approval described in Section (d)(i). Any administrative costs for the escrow agent shall be split equally between the Developer, WRA and Morin. The respective payments set forth above by the Developer and the WRA are hereinafter referred to collectively as the "Escrow Funds," and shall be considered the full and complete contribution by the Developer and WRA in connection with the pavement of the Lower Section.

- iv. The four neighbors of Berry Hollow Drive hereinabove referred to (Blazis, Girard, Morin and Quart) shall each contribute \$1,500.00 toward the paving of the Lower Section in the same manner hereinabove as referenced in paragraph three (iii). The four neighbors of Berry Hollow Drive and the Parties, accept the easement dated June 22, 2015, recorded in Book 28959, Page 141 as access. Because the settlement anticipated among the parties was not concluded in 2018, Morin was unable to perform the expected paving work described herein. In the event that the original cost for such work has increased as a result of the delay, the four neighbors shall each contribute 5% of any such increased cost by paying such increased percentage to the Escrow Agent. Such cost shall be limited to 1.) an increase in the cost of paving which shall be tied to the rise, if any, in the MassDot liquid asphalt pricing index in addition to a \$300 per month paving labor increase beginning December 1, 2018 and 2.) any increase in gravel cost which shall be tied to Cape Cod Aggregates pricing index. The increased cost contribution of 5% shall be capped at \$150.00 per neighbor so that in no event shall any of the four neighbors be required to pay any more than \$150.00 each toward such increase.
- v. The work to be undertaken by the Developer on the upper section of Berry Hollow Drive will be completed by May 15, 2020. In the event that the work to be undertaken by the Developer is not completed by May 15, 2020, then Morin shall not be required to undertake the work on the Lower Section described herein that he has agreed to undertake but may at his sole and absolute discretion refrain from undertaking such work. In the event that he elects not to perform such work, the Escrow Funds shall be utilized by the Escrow Agent in accordance with Subsection x below.

- vi. The work to be undertaken by the Developer on the upper section of Berry Hollow Drive shall be performed in conformance with Paragraph 6 below.
- vii. If the Conservation Commission approves of the paving of the Lower Section in accordance with the details described in Section (ii) above, then Jacques Morin ("Morin") shall undertake and complete the work at his sole cost and expense.
- viii. Upon commencement of the lower section work by Morin, the Escrow Agent shall be authorized to disburse Eight Thousand of the Escrow Funds to Morin. Upon completion of the removal of any asphalt, sub-grading and the placement, grading, compaction of the eight (8) inches of gravel and inspection by Roger Parsons, the Escrow Agent shall be authorized to disburse to Morin the sum of Ten Thousand and No/100ths (\$10,000.00) Dollars from the Escrow Fund. The Escrow Agent shall be authorized to disburse the balance of escrowed funds to Morin after the Lower Section work has been completed, inspected and approved by Roger Parsons and a Certificate of Compliance issued by the Town of Barnstable Conservation Commission and/or Mass DEP for said work.
- ix. In the event of Conservation Commission approval for paving of the Lower Section, the Developer and Morin hereby agree to coordinate with respect to the installation date of the topcoat work to ensure that there is no seam joint in the road between the upper portion (for which the Developer is responsible) and the Lower Section (for which Morin is responsible) of Berry Hollow Drive.
- x. In the event that the Conservation Commission does not approve of the paving of the Lower Section, or if Morin exercises his discretion pursuant to Section v and does not pave the Lower Section, then the Escrow Agent shall reimburse the funds contributed by the four neighbors of Berry Hollow. The balance of the Escrow Funds shall be disbursed to the four neighbors of Berry Hollow Drive, who shall establish an account in their names for the sole purpose of ongoing future annual maintenance of the Lower Section. This Account shall be set up and controlled by the four neighbors or their individual successors, as the case may be, until the same are exhausted after having been used for such ongoing annual maintenance.
- xi. In the event that the Conservation Commission approves the paving of the Lower Section but imposes conditions that are

unacceptable to Morin, then Morin in his sole and absolute discretion may refrain from undertaking such work. In the event that he elects not to perform such work, the Escrow Funds shall be dealt with and utilized by the Escrow Agent in accordance with Subsection x above.

xii. When Morin has completed the paving work on the Lower Section of Berry Hollow Drive, Morin shall promptly file a Request for Certificate of Compliance with the Conservation Commission and/or Planning Board, if required by the Planning Board. Morin shall pay the filing fee for the request and shall use reasonable and diligent efforts to support the request, but shall not be required to prepare, or pay for, an as-built plan. In the event that the Conservation Commission or Planning Board requires an as-built plan, the Association shall cause such a plan to be prepared, and shall pay the reasonable costs therefore, and shall provide same to Morin for submission to the Commission or to the Planning Board. When a Certificate of Compliance is issued, Morin shall promptly record it at the Barnstable Registry of Deeds and pay the recording fee therefor.

d) All work shall be performed in a workmanlike manner and in accordance with the 1973 Subdivision Rules and Regulations, or if plans are appended hereto, then in conformance with said plans. In the event the Conservation Commission approves paving for the Lower Section of Berry Hollow, then work shall be performed in accordance with said plans.

4. **Permitting.** The Developer shall forthwith apply for and diligently seek any and all permits that are necessary to perform the work. All expenses and costs associated with obtaining the necessary permits shall be the responsibility of the Developer.

5. **Schedule.** The Developer shall commence working on the work described in Paragraph No. 3 no later than thirty (30) days after the expiration of all appeal periods for the work contemplated hereunder and shall diligently continue working until the work described in Paragraph No. 3 is completed. In the event the work contemplated by this Agreement is delayed by litigation, weather, or other similar event, the time allowed to complete said work shall be extended by such delay.

6. **Inspections and Certifications.** All work, other than the Lower Section of Berry Hollow Drive, shall be inspected in accordance with Section 6 of the 1973 Regulations or, in the case of the plans appended hereto, all work shall be inspected for compliance with said plans. In the event of a conflict between the 1973 Regulations and the plans appended hereto and or Roger Parsons' Memorandum of February 13, 2017, the plans and the Memorandum shall take precedence and shall control. When the work has been completed, the Developer's Engineer shall certify completion and certify the work in accordance with Section 6(E) of the 1973 Regulations, or, in the case of the plans in the Plan Appendix, that the work conforms with said

plans and specifications. In the case of the items set forth in the Memorandum of Roger Parsons, P.E., dated February 13, 2017, the work shall be inspected by Roger Parsons, PE who shall determine whether the work conforms with his Memorandum. In addition, Roger Parsons, P.E. shall review the Developer's Engineer's certifications and confirm that he agrees with the certifications. For the purposes of this Agreement, it is agreed that with respect to the work to be performed by Morin the base and the topcoat of the lower section will be no greater than 3 inches consisting of either 2 inches of base and 1 inch of top coat on top of a newly laid eight (8) inches of gravel base. It is agreed that a minimum of 4 inches of gravel base currently exists on the surface where Morin is to pave and an additional 8 inches shall be provided over the same. Additionally, no berms will be required in this section along the bog as the road will be pitched toward the drainage swale on said plan. Morin shall be responsible for that area on the westerly Berry Hollow Drive hill between station 3.71 and Station 7+34.77 only and likewise for installing gravel and paving between those two stations only.

7. **Release of Lots.** Prior to any work being undertaken by the Developer to complete Subdivision No. 454 as noted in Paragraph 3, the remaining lots currently held under covenant shall be released by the execution of the requisite forms by the Town of Barnstable Planning Board and thereafter shall be held in escrow by the Town Attorney of the Town of Barnstable pending completion of the work by the Developer, inspection of the work by the Town, and certification of the work by the Developer's Engineer, and concurrence with the certification by Roger Parsons, P.E. Upon said completion of the work by the Developer, inspection by the Town, and certification by the Developer's Engineer, and concurrence by Roger Parsons, P.E., the forms shall be released from escrow and recorded by the Developer with the Barnstable County Registry of Deeds with the lots being released from covenant.

8. **Time is of the Essence.** Time is of the essence to this agreement. If the work is not completed by June 30, 2020, then the Developer shall convey the three lots that remain under covenant to WRA. WRA shall thereafter be responsible for the completion of the work in paragraph 3(a) and 3(b), and shall complete such work no later than December 31, 2021. Upon completion of the work by WRA, inspection by the Town, and the concurrence of Roger Parsons, P.E. that the work has been satisfactorily completed, the covenant forms shall be released from escrow and recorded by the WRA with the Barnstable County Registry of Deeds with the lots being released from covenant. WRA shall release the Developer and the Town from any further obligations with respect to the subdivision (No. 454). In the event the any work under this Agreement becomes the subject an appeal or dispute, the date set forth above shall be extended in an amount equal to said delay caused by said dispute or appeal.

9. **Mutual General Releases.** As part of this Settlement Agreement, the Parties, excepting the Town, mutually release one another from all claims, counterclaims, third party claims and causes of action which they have brought or which they could have brought in connection with Subdivision No. 454 (Whistleberry) and that the mutual general releases are provided to extinguish and fully and forever discharge all such claims, counterclaims, third party claims and causes of action, with the exception of any claims arising out of a breach of this Settlement Agreement. The Parties, except the Town, further represent and warrant that they are the sole and only actual or beneficial owners of any and all right, title and interest in and to every claim, counterclaim, third party claim, causes of action or other matter which each such

Party, except the Town, releases in this Agreement, and that no Party has assigned, transferred, or conveyed, or purported to assign, transfer, or convey, any right, title or interest, in whole or in part, in any claim, counterclaim, third party claim or cause of action to any person or entity which or who is not a party to this Agreement. The Parties agree that such mutual general release shall be effective only upon the release of the lots pursuant to Section 7 or 8 above.

10. **No Costs or Fees.** Each Party agrees to bear, as between themselves, their own costs and attorneys' fees arising from Subdivision No. 454 (Whistleberry), and they hereby waive any claim they may have for said costs and attorneys' fees against each other Party to this Agreement.

11. **Voluntary and Informed Consent.** Each Party to this Agreement warrants that no promise or inducement to enter into this Agreement has been offered, except as herein set forth and that this Agreement is executed by each party without relying upon any statement or representation by any other party or its representatives, including but not limited to any representations concerning the nature and extent of any injury, damages, or legal liability. Each Party to this Agreement has made such investigation of the facts and law pertaining to this settlement and this Agreement, and of all matters pertaining thereto, as that party deems necessary. Each Party also acknowledges that it has been represented by counsel during all stages and has acted with the advice of such counsel in executing this Agreement. Each Party hereto and each person executing this Agreement acknowledges that the terms and conditions of this Agreement have been completely read, and that the terms and conditions are fully understood and voluntarily accepted and in connection therewith, the parties acknowledge that each of them have had the benefit of legal counsel in entering into the same and they warrant, represent and agree that they, and each of them, understand all of the terms and are voluntarily executing the same of their own free will, without coercion or duress.

12. **Joint Drafting.** The Parties agree that they have jointly participated in the drafting and preparation of this Agreement, and that the language in this Agreement shall be construed as a whole according to its fair meaning and not strictly for or against either of the Parties hereto.

13. **Execution.** This Agreement may be executed under seal by each Party in separate counterparts, each of which when so executed and delivered shall be deemed an original and all of which taken together constitute but one and the same instrument. Counterparts may be transmitted by the parties to their counsel via facsimile, if convenient to do so, and such counterparts shall be deemed originals, for all purposes.

14. **Entire Agreement.** This Agreement contains the entire agreement of the Parties with respect to the subject matter hereof and supersedes all prior and contemporaneous oral and written agreements, discussions and statements concerning that subject matter. No supplement, modification, waiver or termination of this Agreement shall be binding unless executed in writing by the party or parties to be bound thereby. No waiver of any of the provisions of this Agreement shall be deemed to constitute a waiver of any other provisions hereof, whether or not similar, nor shall such waiver constitute a continuing waiver.

15. **Releases Regarding the Town.** For good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, all Parties to this agreement, upon execution of this agreement, hereby release and agree to indemnify, defend, and hold harmless the Town, its agents, servants, and employees from any claim which the Parties may have against the Town arising from the subdivision of the property which is the subject of this agreement, the Planning Board covenants related thereto, and any amendments thereto, including development agreements, and they further agree to indemnify, defend, and hold harmless the Town, its agents, servants, and employees from any claims arising from or related in any way to this Agreement.

For good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Town agrees to release all Parties to this agreement from any claim which the Town may have against them arising from the subdivision of property which is the subject of this agreement, the Planning Board covenants related thereto, and any amendments thereto, including development agreements between the Town and the Developer, provided, however, that such release shall only be effective upon approval of this agreement by the Town's Planning Board, the execution of the agreement by the Town Manager, and the full performance of this Agreement as certified by the Planning Board's agent of such full performance, that agent currently being Mr. Roger Parsons.

Notwithstanding the foregoing, the releases shall not affect WRA's claim that there are unpaid Association assessments owed by the Town with respect to the "Sales Lot" that the Town acquired through the tax title process, or any defenses or counterclaims that the Town may have against WRA arising from or related to WRA's claim for unpaid Association assessments. Said claims and defenses are excluded from the mutual releases.

IN WITNESS WHEREOF, the parties have signed this Agreement under seal, which shall be dated and effective as of the last date written below.

By: *George J. Quart*
George J. Quart

By: *Susan L. Quart*
Susan L. Quart

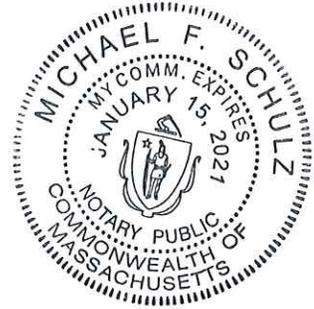
COMMONWEALTH OF MASSACHUSETTS

Barnstable County

On this 25th day of June, 2019, before me, the undersigned Notary Public, personally appeared, George Quart and Susan Quart, proved to me through satisfactory evidence of identification, which was MA Drivers License to be the persons whose name are signed on the preceding or attached document, swore or affirmed to me that the contents of this document are truthful and accurate to the best of their knowledge and belief, and acknowledged to me that they signed it voluntarily for its stated purpose.

Michael F. Schulz
Michael F. Schulz
Notary Public

My commission expires: January 15, 2021



IN WITNESS WHEREOF, the parties have signed this Agreement under seal, which shall be dated and effective as of the last date written below.

Eagle Trust
By: [Signature]
Daniel C. Hostetter, Jr., Trustee

By: [Signature]
Priscilla Hostetter, Trustee and Individually

COMMONWEALTH OF MASSACHUSETTS

Barnstable County

On this 25th day of June, 2019, before me, the undersigned Notary Public, personally appeared, Daniel C. Hostetter, Jr. and Priscilla M. Hostetter, proved to me through satisfactory evidence of identification, which was personally known to be the persons whose name are signed on the preceding or attached document, swore or affirmed to me that the contents of this document are truthful and accurate to the best of their knowledge and belief, and acknowledged to me that they signed it voluntarily for its stated purpose.

[Signature]
Michael F. Schulz
Notary Public

My commission expires: January 15, 2021



IN WITNESS WHEREOF, the parties have signed this Agreement under seal, which shall be dated and effective as of the last date written below.

Whistleberry Resident Association, Inc.

By: John Mercaldo
John Mercaldo, President

COMMONWEALTH OF MASSACHUSETTS

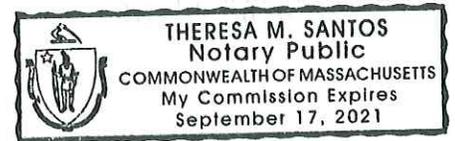
Barnstable County

On this 26th day of June, 2019, before me, the undersigned Notary Public, personally appeared, John Mercaldo, proved to me through satisfactory evidence of identification, which was personally known to be the persons whose name are signed on the preceding or attached document, swore or affirmed to me that the contents of this document are truthful and accurate to the best of their knowledge and belief, and acknowledged to me that they signed it voluntarily for its stated purpose.

Theresa M Santos
Notary Public

My commission expires:

SEPTEMBER 17, 2021



IN WITNESS WHEREOF, the parties have signed this Agreement under seal, which shall be dated and effective as of the last date written below.

By: Jacques N. Morin
Jacques N. Morin

By: Martha M. Morin
Martha M. Morin

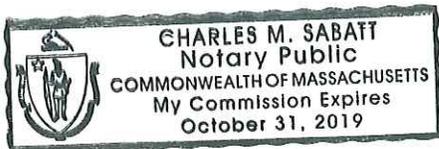
COMMONWEALTH OF MASSACHUSETTS

Barnstable County

On this 3RD day of July, 2019, before me, the undersigned Notary Public, personally appeared, Jacques N. Morin and Martha M. Morin, proved to me through satisfactory evidence of identification, which was personally known to be the persons whose name are signed on the preceding or attached document, swore or affirmed to me that the contents of this document are truthful and accurate to the best of their knowledge and belief, and acknowledged to me that they signed it voluntarily for its stated purpose.

Charles M. Sabatt
Charles M. Sabatt
Notary Public

My commission expires: Oct 31, 2019



IN WITNESS WHEREOF, the parties have signed this Agreement under seal, which shall be dated and effective as of the last date written below.

By: 
Gary C. Blazis

By: 
Nancy M. Blazis

COMMONWEALTH OF MASSACHUSETTS

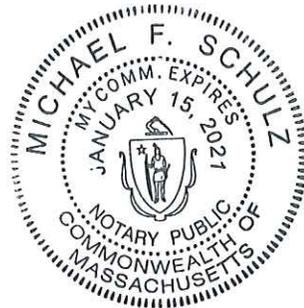
Barnstable County

On this 26th day of June, 2019, before me, the undersigned Notary Public, personally appeared, Gary C. Blazis and Nancy M. Blazis, proved to me through satisfactory evidence of identification, which was personally known to be the persons whose name are signed on the preceding or attached document, swore or affirmed to me that the contents of this document are truthful and accurate to the best of their knowledge and belief, and acknowledged to me that they signed it voluntarily for its stated purpose.



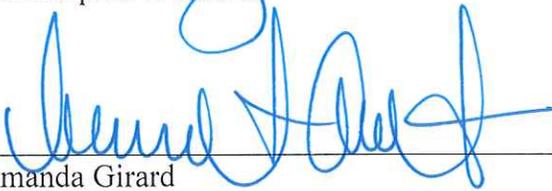
Notary Public

My commission expires: 1/15/2021



IN WITNESS WHEREOF, the parties have signed this Agreement under seal, which shall be dated and effective as of the last date written below.

By: 
Christopher J. Girard

By: 
Amanda Girard

COMMONWEALTH OF MASSACHUSETTS

Barnstable County

On this 26th day of June, 2019, before me, the undersigned Notary Public, personally appeared, Christopher J. Girard and Amanda Girard, proved to me through satisfactory evidence of identification, which was personally known to be the persons whose name are signed on the preceding or attached document, swore or affirmed to me that the contents of this document are truthful and accurate to the best of their knowledge and belief, and acknowledged to me that they signed it voluntarily for its stated purpose.



Notary Public

My commission expires: 1/15/2021



By: John Paul Slavinsky
John Paul Slavinsky

By: Sheila Slavinsky
Sheila Slavinsky

COMMONWEALTH OF MASSACHUSETTS

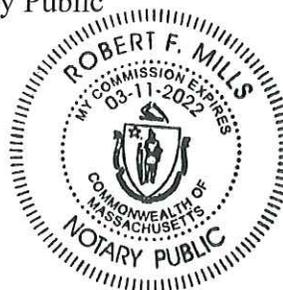
Barnstable County

On this 26th day of June, 2019, before me, the undersigned Notary Public, personally appeared, John Paul Slavinsky and Sheila Slavinsky, proved to me through satisfactory evidence of identification, which was personally known to be the persons whose name are signed on the preceding or attached document, swore or affirmed to me that the contents of this document are truthful and accurate to the best of their knowledge and belief, and acknowledged to me that they signed it voluntarily for its stated purpose.

Robert F. Mills

Notary Public

My commission expires: 3/11/22



IN WITNESS WHEREOF, the parties have signed this Agreement under seal, which shall be dated and effective as of the last date written below.

IN WITNESS WHEREOF, the parties have signed this Agreement under seal, which shall be dated and effective as of the last date written below.

Town of Barnstable,

By: *Mark S. Ells*
Mark S. Ells, Town Manager

COMMONWEALTH OF MASSACHUSETTS

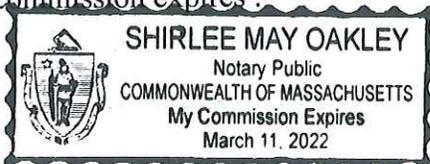
Barnstable County

On this *9th* day of *July*, 2019, before me, the undersigned Notary Public, personally appeared, *Mark Ells*, proved to me through satisfactory evidence of identification, which was *employee TOB* to be the person whose name is signed on the preceding or attached document, swore or affirmed to me that the contents of this document are truthful and accurate to the best of her knowledge and belief, and acknowledged to me that she signed it voluntarily for its stated purpose.

Shirlee May Oakley

Notary Public:

My commission expires :



AMENDMENT TO SETTLEMENT AGREEMENT AND GENERAL RELEASE BETWEEN DANIEL C. HOSTETTER, JUNIOR, TRUSTEE OF EAGLE TRUST, WHISTLEBERRY RESIDENTS ASSOCIATION, INC., TOWN OF BARNSTABLE, AND JACQUES MORIN ET AL.

This Amendment (the "Amendment") is entered into as of this ____ day of July, 2019 by and among Daniel C. Hostetter, Jr., Trustee of Eagle Trust and Priscilla M. Hostetter (collectively "Developer"), Town of Barnstable and the Town of Barnstable Planning Board ("Town"), The Whistleberry Residents Association, Inc. ("WRA"), Jacques Morin and Martha Morin (collectively "Morin"), Gary C. Blazis and Nancy M. Blazis (collectively "Blazis"), George J. Quart and Susan L. Quart (collectively "Quart"), John Paul Slavinsky and Sheila Slavinsky (collectively "Slavinsky"), Christopher Girard and Amanda Girard (collectively "Girard"), which all of the foregoing are collectively referred to herein as the "Parties."

RECITALS

Whereas, the Parties have executed a *Settlement Agreement And General Release Between Daniel C. Hostetter, Junior, Trustee Of Eagle Trust, Whistleberry Residents Association, Inc., Town Of Barnstable, And Jacques Morin Et Al.* dated June 26, 2019 (the "Settlement Agreement"); and

Whereas the Parties wish to amend the Settlement Agreement to clarify certain provision thereof;

Now Therefore, in consideration of the exchange of the promises and covenants set forth in the Settlement Agreement and other good and valuable consideration, receipt and sufficiency of which is hereby acknowledged, the Parties hereto expressly agree to amend the provisions as set forth below:

Amendment 1: Section 3 (D)(vii) is hereby amended by striking the words and digit "Section (ii) above" and substituting therefore the words "Subsection (i) above" so that Subsection 3 (D) (vii) will now read as follows:

vii. If the Conservation Commission approves of the paving of the Lower Section in accordance with the details described in Subsection (i) above, then Jacques Morin ("Morin") shall undertake and complete the work at his sole cost and expense.

Amendment 2: Section 3 (D)(ix) is hereby amended by adding at the end of the section the following sentence: "This provision shall not require the Developer or Morin to install the respective topcoats for the upper portion or the Lower Section of Berry Hollow Drive on the same date." Section 3(D)(ix) shall now read as follows:

In the event of Conservation Commission approval for paving of the Lower Section, the Developer and Morin hereby agree to coordinate with respect to the installation date of the topcoat work to ensure that there is no seam joint in the road between the upper portion (for which the Developer is responsible) and the Lower Section (for which Morin is responsible) of Berry Hollow Drive. This provision shall not require the Developer or Morin to install the respective topcoats for the upper portion or the Lower Section of Berry Hollow Drive on the same date.

Amendment 3: Section 6 is hereby amended by adding after the last sentence hereof the following two sentences: "Notwithstanding the suggestion of 16 feet of paving in the Roger Parsons Memorandum of February 13, 2017, the paving to be undertaken by Morin on the lower portion of Berry Hollow Road shall be 11 feet in width as shown on the August 6, 2018 Plan prepared by Atlantic Design Engineers, Inc. attached hereto as Exhibit 13. Morin shall not be required to excavate, remove or replace materials below the 4" gravel base now existing on Berry Hollow Road." Section 6 will now read as follows:

6. Inspections and Certifications. All work, other than the Lower Section of Berry Hollow Drive, shall be inspected in accordance with Section 6 of the 1973 Regulations or, in the case of the plans appended hereto, all work shall be inspected for compliance with said plans. In the event of a conflict between the 1973 Regulations and the plans appended hereto and or Roger Parsons' Memorandum of February 13, 2017, the plans and the Memorandum shall take precedence and shall control. When the work has been completed, the Developer's Engineer shall certify completion and certify the work in accordance with Section 6(E) of the 1973 Regulations, or, in the case of the plans in the Plan Appendix, that the work conforms with said plans and specifications. In the case of the items set forth in the Memorandum of Roger Parsons, P.E., dated February 13, 2017, the work shall be inspected by Roger Parsons, PE who shall determine whether the work conforms with his Memorandum. In addition, Roger Parsons, P.E. shall review the Developer's Engineer's

certifications and confirm that he agrees with the certifications. For the purposes of this Agreement, it is agreed that with respect to the work to be performed by Morin the base and the topcoat of the lower section will be no greater than 3 inches consisting of either 2 inches of base and 1 inch of top coat on top of a newly laid eight (8) inches of gravel base. It is agreed that a minimum of 4 inches of gravel base currently exists on the surface where Morin is to pave and an additional 8 inches shall be provided over the same. Additionally, no berms will be required in this section along the bog as the road will be pitched toward the drainage swale on said plan. Morin shall be responsible for that area on the westerly Berry Hollow Drive hill between station 3.71 and Station 7+34.77 only and likewise for installing gravel and paving between those two stations only. Notwithstanding the suggestion of 16 feet of paving in the Roger Parsons Memorandum of February 13, 2017, the paving to be undertaken by Morin on the lower portion of Berry Hollow Road shall be 11 feet in width as shown on the August 6, 2018 Plan prepared by Atlantic Design Engineers, Inc. attached hereto as Exhibit 13. Morin shall not be required to excavate, remove or replace materials below the 4" gravel base now existing on Berry Hollow Road.

IN WITNESS WHEREOF, the parties have signed this Amendment under seal, which shall be dated and effective as of the last date written below.

By: George J. Quart
George J. Quart

By: Susan L. Quart
Susan L. Quart

COMMONWEALTH OF MASSACHUSETTS

Barnstable County

On this 2nd day of July, 2019, before me, the undersigned Notary Public, personally appeared, George Quart and Susan Quart, proved to me through satisfactory evidence of identification, which was MA Drivers License to be the persons whose name are signed on the preceding or attached document, swore or affirmed to me that the contents of this document are truthful and accurate to the best of their knowledge and belief, and acknowledged to me that they signed it voluntarily for its stated purpose.



Michael F. Schulz

Notary Public

My commission expires: 1/15/2021

IN WITNESS WHEREOF, the parties have signed this Amendment under seal, which shall be dated and effective as of the last date written below.

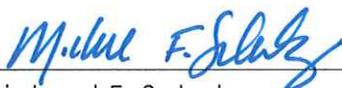
Eagle Trust
By: 
Daniel C. Hostetter, Jr., Trustee

By: 
Priscilla Hostetter, Trustee and Individually

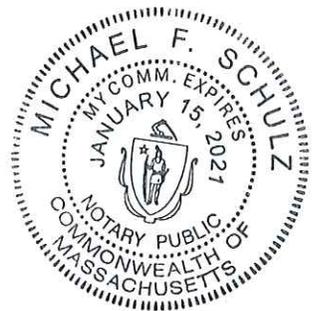
COMMONWEALTH OF MASSACHUSETTS

Barnstable County

On this 2nd day of July, 2019, before me, the undersigned Notary Public, personally appeared, Daniel C. Hostetter, Jr. and Priscilla M. Hostetter, proved to me through satisfactory evidence of identification, which was personally known to be the persons whose name are signed on the preceding or attached document, swore or affirmed to me that the contents of this document are truthful and accurate to the best of their knowledge and belief, and acknowledged to me that they signed it voluntarily for its stated purpose.


Michael F. Schulz
Notary Public

My commission expires: January 15, 2021



IN WITNESS WHEREOF, the parties have signed this Amendment under seal, which shall be dated and effective as of the last date written below.

Whistleberry Resident Association, Inc.

By: John Mercaldo
John Mercaldo, President

COMMONWEALTH OF MASSACHUSETTS

Barnstable County

On this 3rd day of July, 2019, before me, the undersigned Notary Public, personally appeared, John Mercaldo, proved to me through satisfactory evidence of identification, which was personally known or personally known to be the persons whose name are signed on the preceding or attached document, swore or affirmed to me that the contents of this document are truthful and accurate to the best of their knowledge and belief, and acknowledged to me that they signed it voluntarily for its stated purpose.

Michael F. Schulz

Notary Public

My commission expires: 1/15/2021



IN WITNESS WHEREOF, the parties have signed this Amendment under seal, which shall be dated and effective as of the last date written below.

By: Jacques N. Morin
Jacques N. Morin

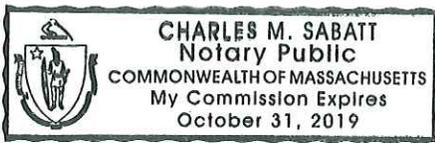
By: Martha M. Morin
Martha M. Morin

COMMONWEALTH OF MASSACHUSETTS

Barnstable County

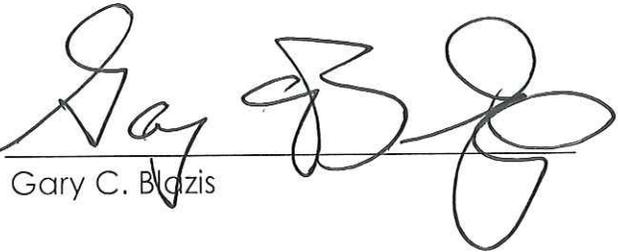
On this 3rd day of July, 2019, before me, the undersigned Notary Public, personally appeared, Jacques N. Morin and Martha M. Morin, proved to me through satisfactory evidence of identification, which was _____ or personally known to be the persons whose name are signed on the preceding or attached document, swore or affirmed to me that the contents of this document are truthful and accurate to the best of their knowledge and belief, and acknowledged to me that they signed it voluntarily for its stated purpose.

Charles M. Sabatt
Charles M. Sabatt
Notary Public



My commission expires:
07 31, 2019

IN WITNESS WHEREOF, the parties have signed this Amendment under seal, which shall be dated and effective as of the last date written below.

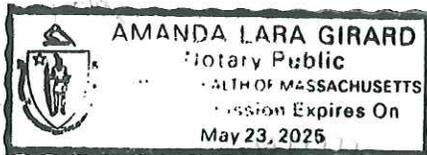
By: 
Gary C. Blazis

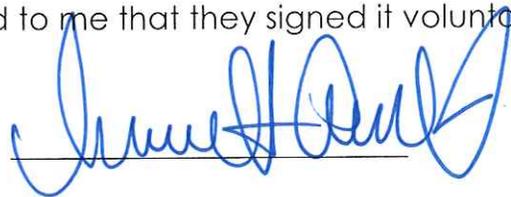
By: 
Nancy M. Blazis

COMMONWEALTH OF MASSACHUSETTS

Barnstable County

On this 3rd day of July, 2019, before me, the undersigned Notary Public, personally appeared, Gary C. Blazis and Nancy M. Blazis, proved to me through satisfactory evidence of identification, which was MA DL MA DL or personally known to be the persons whose name are signed on the preceding or attached document, swore or affirmed to me that the contents of this document are truthful and accurate to the best of their knowledge and belief, and acknowledged to me that they signed it voluntarily for its stated purpose.



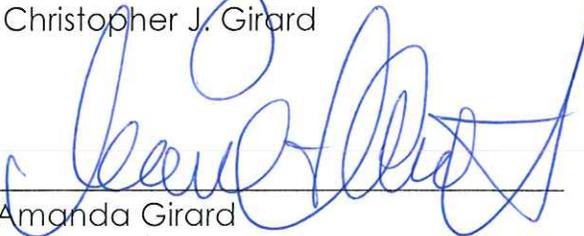


Notary Public

My commission expires: 5/23/25

IN WITNESS WHEREOF, the parties have signed this Amendment under seal, which shall be dated and effective as of the last date written below.

By: 
Christopher J. Girard

By: 
Amanda Girard

COMMONWEALTH OF MASSACHUSETTS

Barnstable County

On this 3rd day of July, 2019, before me, the undersigned Notary Public, personally appeared, Christopher J. Girard and Amanda Girard, proved to me through satisfactory evidence of identification, which was licence and _____ or personally known to be the persons whose name are signed on the preceding or attached document, swore or affirmed to me that the contents of this document are truthful and accurate to the best of their knowledge and belief, and acknowledged to me that they signed it voluntarily for its stated purpose.


Notary Public

My commission expires:



My commission expires:

IN WITNESS WHEREOF, the parties have signed this Amendment under seal, which shall be dated and effective as of the last date written below.



By: John Paul Slavinsky
John Paul Slavinsky



By: Sheila Slavinsky
Sheila Slavinsky

COMMONWEALTH OF MASSACHUSETTS

Barnstable County

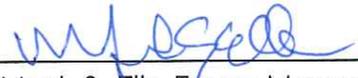
On this 8th day of July, 2019, before me, the undersigned Notary Public, personally appeared, John Paul Slavinsky and Sheila Slavinsky, proved to me through satisfactory evidence of identification, which was personal knowledge _____ or personally known to be the persons whose name are signed on the preceding or attached document, swore or affirmed to me that the contents of this document are truthful and accurate to the best of their knowledge and belief, and acknowledged to me that they signed it voluntarily for its stated purpose.



Cynthia Flowers Lister
My commission expires: 9/26/2019

IN WITNESS WHEREOF, the parties have signed this Amendment under seal, which shall be dated and effective as of the last date written below.

Town of Barnstable,

By: 
Mark S. Ells, Town Manager

COMMONWEALTH OF MASSACHUSETTS

Barnstable County

On this 9th day of July, 2019, before me, the undersigned Notary Public, personally appeared, Mark S. Ells as Town Manager, proved to me through satisfactory evidence of identification, which was Employee - or personally known to me to be the person whose name is signed on the preceding or attached document, swore or affirmed to me that the contents of this document are truthful and accurate to the best of her knowledge and belief, and acknowledged to me that she signed it voluntarily for its stated purpose.



Notary Public:

My commission expires :



10/28/2020 08:29
morseg

TOWN OF BARNSTABLE
General Fund

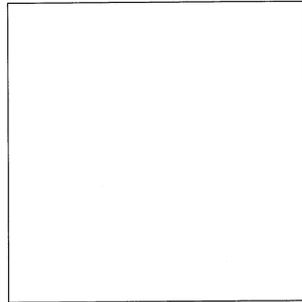
P 1
arcshrct

PARCEL: 144-010-002
LOCATION: BUMPS RIVER ROAD
NAME: COOMBS, CRAIG M & DENISE M

EFF DATE: 10/27/2020

YEAR	CAT	BILL	NSC	ORIG	BILLED	ACTIVITY	UNPAID BAL	DUE NOW
2021	RE-R	6669	Y		59.04	-59.04	0.00	0.00
2020	RE-R	6645	Y		118.05	-118.05	0.00	0.00
2019	TL-R	51	Y		153.67	-153.67	0.00	0.00
2018	TL-R	55	Y		180.40	-180.40	0.00	0.00
2017	TL-R	58	Y		170.95	-170.95	0.00	0.00
2016	TL-R	54	Y		151.15	-151.15	0.00	0.00
2015	TL-R	270	Y		276.50	-276.50	0.00	0.00
2014	RE-R	6566	Y		87.80	-87.80	0.00	0.00
2013	RE-R	6578	Y		84.53	-84.53	0.00	0.00
TOTAL DUE NOW								0.00
TOTAL UNPAID								0.00

** END OF REPORT - Generated by Morse Gislaine **



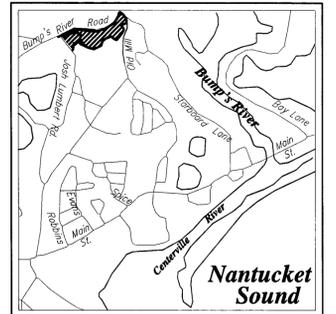
FOR REGISTRY USE

BARNSTABLE PLANNING BOARD

APPROVAL UNDER THE SUBDIVISION CONTROL LAW IS NOT REQUIRED

DATE: _____

NO DETERMINATION AS TO COMPLIANCE WITH THE ZONING ORDINANCE REQUIREMENTS HAS BEEN MADE OR INTENDED BY THE ABOVE ENDORSEMENT.



LOCUS MAP

SCALE 1"=2000'±

ASSESSORS MAP 144 PARCEL 10-1, 10-2, 10-5

LOCUS IS WITHIN FEMA FLOOD ZONE X & AE (EL 10) AS SHOWN ON COMMUNITY PANEL #25001C0563J DATED 7/16/2014

COMM FIRE DISTRICT

ZONING SUMMARY

ZONING DISTRICT: RC DISTRICT

MIN. LOT SIZE	87,120 S.F.
MIN. LOT FRONTAGE	20'
MIN. LOT WIDTH	100'
MIN. FRONT SETBACK	20'
MIN. SIDE SETBACK	10'
MIN. REAR SETBACK	10'
MAX. BUILDING HEIGHT	30'

SITE IS LOCATED WITHIN THE RESOURCE PROTECTION OVERLAY DISTRICT

SITE IS LOCATED WITHIN THE AQUIFER PROTECTION OVERLAY DISTRICT

SITE IS LOCATED WITHIN ESTUARINE WATERSHEDS FOR POPPONSETT BAY, THREE BAYS, RUSHY MARSH, AND CENTERVILLE RIVER

OWNER OF RECORD

CRAIG & DENISE COOMBS
551 BUMPS RIVER ROAD
OSTERVILLE, MA

REFERENCES

- DEED BOOK 22122 PAGE 312
- DEED BOOK 25616 PAGE 335
- DEED BOOK 28678 PAGE 10
- PLAN BOOK 617 PAGE 84
- PLAN BOOK 640 PAGE 68
- PLAN BOOK 656 PAGE 78

NOTE:

THIS PLAN HAS BEEN PREPARED FOR THE PURPOSE OF CREATING PARCELS A AND B FOR CONVEYANCE. PARCEL A IS TO BE COMBINED WITH LOT 2A; PARCEL B IS TO BE COMBINED WITH LOT 1B. PARCEL D IS AN EXISTING CONVEYANCE PARCEL SHOWN FOR REFERENCE.

PLAN OF LAND

OF

#551 BUMPS RIVER ROAD & #0 BUMPS RIVER ROAD OSTERVILLE, MA

PREPARED FOR

COYS BROOK LANDSCAPING

DATE: OCTOBER 8, 2020

I CERTIFY THAT THIS PLAN WAS MADE IN ACCORDANCE WITH REGISTRY OF DEEDS REGULATIONS EFFECTIVE JANUARY 1, 1976, AND AS AMENDED JANUARY 7, 1988.

10-8-2020

DATE DANIEL A. OJALA, P.L.S.



off 508-362-4541
fax 508-362-9880
downcape.com @

down cape engineering, inc.
civil engineers
land surveyors
939 Main Street (Rte 6A)
YARMOUTHPORT MA 02675

Town of Barnstable
Planning and Development Department
Staff Report



Coombs
Approval Not Required (ANR) Plan

Date: November 4, 2020
To: Steven Costello, Chair, Planning Board
From: Planning & Development Department Staff
Owners/Applicants: **Craig Coombs and Denise Coombs**
Property Address: 551 Bumps River Road, 0 Bumps River Road
Assessor's Map/Parcel: Map 144/001/001 and 144/001/002
Zoning: RC Residence C; RPOD Resource Protection Overlay District

A plan of land entitled "Plan of Land of #551 Bumps River Road & #0 Bumps River Road Osterville MA prepared for Coys Brook Landscaping" prepared and stamped by Daniel A. Ojala of DownCape Engineering dated October 8, 2020, has been submitted to the Board for endorsement as an Approval Not Required (ANR) plan.

The plan proposes to reconfigure the lot lines of two existing lots. The Petitioners are seeking conveyances of two equal portions of land. Two 12,930 sq.ft lots will be created for conveyance purposes.

The subject property addressed 551 Bumps River Road is improved with a single family home. The property addressed 0 Bumps River Road is the site of active cranberry bogs and is categorized as "Chapter 61A" property, which receives tax benefits as a result of its status as active agricultural land.

The Combined Lot 2A and Parcel A as shown on the plan will have 90,500 sq.ft of upland and will have in excess of the 20 feet of frontage required on Bumps River Road, an improved public way. The combined Lot 1B and Parcel B will have a total area of 9 acres and in excess of 20 feet of frontage on Bumps River Road. The minimum frontage requirement is the RC District is 20 feet.

The plan as submitted qualifies as an ANR Plan and it should be endorsed by the Board as:

- it does not constitute a subdivision as the two lots being created have the minimum required frontage on a public way; and
- all materials and conditions of Chapter 801, Article IV Approval Not Required Plans, have been submitted and are in full compliance.

If the Board agrees, a motion should be formulated to:

Endorse the land division plan entitled entitled "Plan of Land of #551 Bumps River Road & #0 Bumps River Road Osterville MA prepared for Coys Brook Landscaping" prepared and stamped by Daniel A. Ojala of DownCape Engineering dated October 8, 2020 with as an Approval Not Required Plan.

Copy: Applicant (c/o Daniel Ojala)



Town of Barnstable Planning Board



www.town.barnstable.ma.us/PlanningBoard

Board Members

Steven Costello – Chair Jeffrey Swartz – Vice Chair Patrick Foran - Clerk Mary Barry Stephen Robichaud Aimee Guthinger Robert Twiss
Mathew Levesque – Town Council Liaison

Planning & Development Dept. Staff Support

Elizabeth Jenkins, AICP, Director
Paul Wackrow, Senior Planner
Karen Herrand – Principal Assistant - karen.herrand@town.barnstable.ma.us

Town of Barnstable PLANNING BOARD Minutes October 26, 2020

Steven Costello – Chairman	Present
Jeffrey Swartz – Vice Chairman	Present
Patrick Foran – Clerk	Present
Marry Barry	Present
Stephen Robichaud	Present
Aimee Guthinger	Present
Robert Twiss	Present

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

The Planning Board’s Public Hearing will be held by remote participation methods as a result of the COVID-19 state of emergency in the Commonwealth of Massachusetts.

Alternative public access to this meeting shall be provided in the following manner:

1. The meeting will be televised via Channel 18 and may be viewed via the Channel 18 website at <http://streaming85.townofbarnstable.us/CablecastPublicSite/>
2. Real-time access to the Planning Board meeting is available utilizing the Zoom link or telephone number and Meeting ID provided below. Public comment can be addressed to the Planning Board by utilizing the Zoom link or telephone number and Meeting ID provided below:

Link: <https://zoom.us/j/93982500768>

Phone: 888 475 4499 US Toll-free Meeting ID: 939 8250 0768

3. Applicants, their representatives and individuals required or entitled to appear before the Planning Board may appear remotely and are not permitted to be physically present at the meeting, and may participate through the link or telephone number provided above. Documentary exhibits and/or visual presentations should be submitted in advance of the meeting so that they may be displayed for remote public access viewing.

Application materials may be accessed by contacting Karen.herrand@town.barnstable.ma.us or calling 508-862-4064.

Call to Order: Introduction of Board Members and Staff Members

Roll Call Attendance

Chair Steven Costello

Jeff Swartz

Patrick Foran

Mary Barry

Stephen Robichaud

Aimee Guthinger

Robert Twiss

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.

Approval Not Required Plans

Craig M. Coombs and Denise M. Coombs have submitted an ANR plan entitled “Plan of Land of #551 Bumps River Road & #0 Bumps River Road Osterville, MA prepared for Coys Brook Landscaping” dated October 8, 2020, drawn by Down Cape Engineering, Inc.

This application is not complete – tax title issue.

Craig Ferrari, of Down Cape Engineering in attendance. He clarifies that there is a tax issue, asks if any other issues. Will get tax issues squared away.

This matter is continued to November 9, 2020.

Subdivision – Covenant Release

First Hyannis Realty, LLC and it’s representative, Attorney John Kenney have submitted a request for Release of Lots Under Covenant for Lots 7 & 8 of Subdivision No. 753.

Attorney John Kenney in attendance. He gives an explanation for this covenant release. Goes back to 2003, road work 2005, Stubb Rd., Hadaway – not a standard covenant, two releases. Paragraph 2 of covenant that Stubb Rd. cannot be moved without approval of the Planning Board and have to provide access over the way. Asking that Lot 7 & 8 be released except for the ongoing obligations. Previous zoning change for use in industrial service trade use for this area. The lot on the left being sold for KAM appliances.

Elizabeth Jenkins – this is a 2004 covenant that was put on an 81X plan. Planning Board was trying to protect two things installation of Stubb Rd. A, 40 ft. stub into the property. Primary access to the parcels and to the North. Planning Board trying to protect the orderly development of land to make sure the roadways were properly aligned and Attucks as a limited access road. Stubb Rd. A looks like it has been constructed, in conjunction with Attucks and BJ’s built some/improvements made. The BJ’s intersection was reviewed by Cape Cod Commission. Staff is recommending release of the covenant, but modify as Attorney Kenney suggested to keep in place paragraph 2 clause. Those requirements would stand.

Attorney Johanna Schneider in attendance, on behalf of Cape Cod Aggregates. Cape Cod Aggregates does own Lot 9, strong interest to do the modified release. Like to see this obligation maintained. Include a condition on the release that it be required to comply with all rules and regulations – this system of covenants designed as such, clarify this obligation when scope of road goes in.

Chair Steven Costello entertains a motion to approve the release of covenant, moved by Mary Barry as stated, seconded by Jeff Swartz, Patrick Foran - Release the Lots formerly shown on the Definitive Subdivision Plan of Land recorded in Plan Book 547 Page 1 as Lots 7 and 8 from the covenant recorded in Book 18448 Page 12, except the continuing obligations of paragraph 2 contained within that covenant, further, it is understood that those obligations shall continue to be binding as stated in paragraph 6, seconded by Jeff Swartz,

Roll Call Vote:

Chair Steven Costello - aye

Jeff Swartz – aye

Patrick Foran - aye
Mary Barry - aye
Stephen Robichaud - aye
Amiee Guthinger – aye
Bob Twiss- aye

Zoning Amendments

ZA TC Item No. 2021-010 MAH District– 3 Whitehall Way. Proposal to amend the Town of Barnstable Zoning Ordinance by amending Article II, Section 6, The Zoning Map of the Town of Barnstable to rezone property from the Residence C-1 Zoning District to the Multifamily Affordable Housing Zoning District. The proposed Zoning Map Amendment would expand the MAH District to include the adjoining parcel at 3 Whitehall Way. The prospective developer of the MAH parcel purchased the property and has agreed to deed restrict it from development. The parcel would be utilized for the purpose of calculating density, setbacks, and compliance with open space requirements. Applicant has requested a continuance to November 9, 2020.

Chair Steven Costello entertains a motion to continue, moved by Mary Barry, seconded by Bob Twiss,

Roll Call Vote;

Chair Steven Costello – aye
Jeff Swartz – aye
Patrick Foran – aye
Mary Barry – aye
Stephen Robichaud – aye
Aimee Guthinger – aye
Bob Twiss – aye

Special Permits

SPECIAL PERMIT NO. 2020-03 – Standard Holdings, LLC, seeks a Special Permit pursuant to Section 240-16.1 C(1) – Multi-family affordable housing development to allow for proposed construction of approximately 70,000 square feet multi-family housing, 53 dwelling units of which 14 will be affordable units. The property is 850 Falmouth Road and 3 Whitehall Way, Hyannis, MA and is shown on Assessor’s Map 250 as Parcels 036 and 160. The subject property (850 Falmouth Rd.) is located in the MAH – Multi Family Affordable Housing District and the GP – Ground Water Protection Overlay District. Applicant has requested a continuance to November 9, 2020.

Chair Steven Costello entertains a motion to continue, moved by Bob Twiss, seconded by Mary Barry,

Roll Call Vote:

Chair Steven Costello - aye
Jeff Swartz - aye
Patrick Foran - aye
Mary Barry - aye
Stephen Robichaud - aye
Aimee Guthinger - aye
Bob Twiss – aye

Approval of Minutes

September 28, 2020, draft minutes

Chair Steven Costello entertains a motion to approve the minutes of September 28, 2020, moved by Jeff Swartz, seconded by Mary Barry,

Roll Call Vote;

Chair Steven Costello - aye
Jeff Swartz - aye
Patrick Foran - aye
Mary Barry - aye
Stephen Robichaud - aye

Aimee Guthinger - aye
Bob Twiss - aye

February 13, 2017, draft minutes

Jeff Swartz makes a motion to approve February 13, 2017, minutes, seconded by Mary Barry,
Roll Call Vote:

Chair Steven Costello - aye
Jeff Swartz – aye
Patrick Foran – aye
Mary Barry – aye
Stephen Robichaud – aye
Aimee Guthinger - aye
Bob Twiss – abstain

Correspondence

Chapter 91 Notice – M. Bass - 986 Sea View Ave., Ost – repair existing bulkhead
Chapter 91 Notice – D. Mugar – 114 Peppercorn Lane, Cotuit – boardwalk, pier, ramp and float

Matters Not Reasonably Anticipated by the Chair

Future Meetings: November 9 and November 23, 2020, @ 7:00 p.m.

Adjournment

Chair Steven Costello entertains a motion to adjourn, moved by Bob Twiss, seconded by Mary Barry,

Roll Call Vote:

Chair Steven Costello – aye
Jeff Swartz – aye
Patrick Foran – aye
Mary Barry - aye
Stephen Robichaud – aye
Aimee Guthinger – aye
Bob Twiss – aye

The meeting adjourned at 7:24 p.m.

Respectfully Submitted _____
By Karen Herrand, Principal Assistant, Planning & Development

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>