

PROJECT NARRATIVE
RELATED TO COLBEA ENTERPRISES, L.L.C.'s
REQUEST FOR DEVELOPMENT PLAN REVIEW

Colbea Enterprises, L.L.C.

**0 and 2050 Plainfield Pike
Cranston, Rhode Island 02921**

Assessor's Plat 36/2, Lot 116 & 117

Zoning District: Commercial C-5

I. Present Use of the Premises

Colbea Enterprises, L.L.C. ("Applicant/Owner") is the owner of the recently vacated +/- 14,748 sf auto body repair shop and office space located at 2050 Plainfield Pike, commonly known as Assessor's Plat 36/2, Lot 117 (the "Plainfield Pike Parcel") and that certain parking lot with an address of 0 Plainfield Pike, commonly known as Assessor's Plat 36/2, Lot 116 (the "Adjacent Parcel," and together with the Plainfield Pike Parcel, referred to herein collectively as the "Premises"), situated in the Commercial C-5 ("C-5") zoning district, as defined in the City of Cranston, Rhode Island Code of Ordinances (the "Ordinances").

II. Proposed Use of the Premises & Extent of Proposed Alterations

As further depicted on those certain site plans entitled "Development Plan Review Submission – Seasons Corner Market – 2050 Plainfield Pike, Cranston, Rhode Island 02921, Assessor's Plat 36, Lots 116 & 117" prepared by DiPrete Engineering ("DiPrete") and dated December 6, 2022 (the "Plans"), Applicant/Owner proposes to raze the existing auto body repair shop and office building, and construct a new 5,000 sf convenience store with co-brand coffee shop and drive-through, a high speed diesel pump station, five (5) gasoline dispensers with ten (10) vehicle fueling positions, a canopy, and two (2) electric vehicle charging stations. The proposed use as a fuel station full service is permitted by right in accordance with Chapter 17.20.030 of the Ordinances. Applicant/Owner submits the instant Development Plan Review Application pursuant to Chapter 17.84 of the Ordinances and as required by Chapter 17.84.020 of the Ordinances, as the proposed use includes a drive-through. Applicant/Owner requests that the Development Plan Review Committee grant waivers of certain requirements of Chapter 17 of the Ordinances as more specifically described in this narrative. Applicant/Owner will also be requesting certain variances and other relief from the City of Cranston Zoning Board of Review as part of its redevelopment of the Premises.

III. Development Plan Review – Standards & Landscape Design Requirements

Applicant/Owner contends that in addition to the proposed use being in accord with the public convenience and welfare, the proposed development meets the standards set forth in Chapter 17.84.060 of the Ordinances:

A. General Standards of Development Plan Review

1. A Development complies with zoning and other city codes and regulations and is consistent with the comprehensive plan.
2. Erosion is controlled in accordance with Chapter 15.28 “soil erosion and sedimentation control” of the city code so that erosion shall not impact abutting properties or public streets.
3. Storm water runoff is treated using best management practices so that there shall be no increased runoff from a development. (All developments shall meet the standards set in the Rhode Island Stormwater Design and Installation Standards Manual as most recently amended.)
4. Vehicular and pedestrian movement within and access to and egress from a development are safe and efficient and provisions are made for snow removal.
5. Site improvements, utilities, infrastructure, streets, sidewalks, and parking areas will be constructed in compliance with the applicable city regulations and standards.
6. The location, arrangement, appearance and quality of off-street parking and loading are adequate to serve the development and comply with zoning.

First, the proposed use as a fuel station full service is permitted by right, in accordance with Chapter 17.20.030 of the Ordinances. While Applicant/Owner intends to seek relief regarding the planned driveways and its signage package on the Premises, Applicant/Owner’s proposed redevelopment, as depicted on the Plans, is otherwise in compliance with the Ordinances. Further, the project is aligned with the City of Cranston’s Comprehensive Plan¹, as amended, given that the Applicant/Owner’s proposed project will provide certain opportunities to the Western Cranston community and the City at-large by providing certain support services to the Western Cranston community, including the ability to purchase food stuffs, supplies and gasoline, electric vehicle charging stations, and 15 to 30 additional employment opportunities as well. The redevelopment of the Premises will enhance the character and quality of the surrounding community by providing a full-service convenience store, new gas pumps and electric vehicle charging so close to Interstate 295 and Plainfield Pike.

Regarding its compliance with the City’s “soil erosion and sedimentation control” requirements, prior to the preparation of the engineering designs, associated reports and the Plans, at the request of Applicant/Owner, DiPrete attended a pre-application meeting with staff of the Rhode Island Department of Environmental Management (“RIDEM”) in May 2022, at which RIDEM reviewed Applicant/Owner’s proposed redevelopment and provided comments and suggested revisions related to the same. Such revisions have been incorporated in the project’s engineering designs and the Plans. Further, in accordance with Chapter 15.28.020 of the Ordinances, Applicant/Owner

¹ Goals: 1. Preserve and increase employment opportunities 2. Import capital and expand Cranston's economic base 3. Expand the industrial and commercial tax base. 4. Industrial and commercial revitalization, *see* City of Cranston 2010 Comprehensive Plan.

has submitted an erosion and sedimentation control plan with its application. As of the date of this application, Applicant/Owner has also submitted an application for a Freshwater Wetlands Permit to the on June 29, 2022 (the “Wetland Permit Application”), which is currently under review (RIDEM permit application #22-0409). On November 22, 2022, DiPrete received certain technical review comments to Applicant/Owner’s Wetland Permit Application from RIDEM, however, such comments do not create any significant impact or alteration to the redevelopment or the Plans.

Third, Applicant/Owner is in the process of obtaining a Water Quality Certification/Stormwater Construction Permit (RIDEM permit number #22-170) and is currently under review by RIDEM.

Fourth, the Premises currently has four (4) driveways for ingress and egress, and access to the Premises can be attained from Plainfield Pike or Sailor Way. In accordance with the Plans, the drive-through will include a bypass lane to control traffic and improve site circulation and safety in and around the Premises. The electric vehicle charging station will be located on the Adjacent Parcel to provide for optimal parking and traffic flow, and a foot path to provide safe access between the lots. Further, the high-speed diesel pumps will be situated on the southern portion of the Premises, with a designated entrance and exit to alleviate larger trucks contributing to congestion in other areas of the Premises. There is a designated snow storage area in the southern portion of the Premises to aid in snow removal and storage.

Additionally, Applicant/Owner is working with and has submitted the necessary application to the Rhode Island Department of Transportation (“RIDOT”). Prior to the preparation of its RIDOT application and the associated plans and reports, DiPrete and Applicant/Owner’s traffic engineer (VHB) attended pre-application meetings in May and August of 2022 with RIDOT staff to review the proposed redevelopment and obtain feedback on the proposed design. RIDOT’s comments have been incorporated into the Plans. Applicant/Owner is also working with RIDOT to modify the median in the Plainfield Pike ROW to allow west-bound vehicles to make left-turns onto the property. To allow this modification, RIDOT has requested to fully restripe an approximate 800’ section of Plainfield Pike to lengthen the east-bound left turn lane queueing and provide two lanes for thru traffic at Plainfield Pike and Sailor Way. Applicant/Owner submitted an application for a Physical Alteration Permit for these modifications to RIDOT on November 4, 2022, which is currently under review (RIDOT application number #22-138).

Fifth, in addition to the above-referenced improvements, and as set forth in the Plans, Applicant/Owner proposes to install a new water quality system at the Premises. There will also be a 14’ x 29’ dumpster enclosure for trash removal and waste management. Certain portions of the Premises are adjacent to Fenner-Lawton (Cranston Historical Cemetery CR018) and Charles Bennett (Cranston Historical Cemetery CR064) burial ground lots. In connection with its development thereto, Applicant/Owner has since met with and received a No-Impact letter from State of Rhode Island Historic Preservation & Heritage Commission, in an effort to ensure no adverse effects to the burial grounds. Further, as depicted on the Plans, the location and strategic arrangement of certain site improvements and infrastructure preserve the integrity of both the 20’ drainage easement situated over the Plainfield Pike Parcel and the 20’ sewer easement situated over the Adjacent Parcel. Copies of such easements are attached hereto and made a part hereof as **Exhibit A**.

Finally, as set forth in Chapter 17.64.010-I16 of the Ordinances, there shall be one parking space per 300 square feet of gross floor area of buildings or groups of buildings having a gross floor area of zero to five thousand (5,000) square feet, excluding basement storage area. Also, as set forth in Chapter 17.28.010-B7, facilities including a drive-in use shall provide 5 parking spaces in addition to those required in Chapter 17.64.010. As set forth in the Plans and in compliance with the Ordinances, the Premises will have twenty-two (22) parking spaces, sized 9' x 18', including one (1) handicapped-accessible space. The electric vehicle charging station will be on the Adjacent Parcel in order to spread out parking. As proposed, there is adequate space for loading to service the Premises. There is an area noted for loading on the Plans parallel to the high-speed diesel pumps.

B. Landscape Design Requirements

1. Landscaping of Premises Pursuant to Chapter 17.84.140-B1(c)

Chapter 17.84.140-B1(c) of the Ordinances requires that a minimum of fifteen percent (15%) of a development's parcel to be landscaped. As set forth on the Plans, Applicant/Owner has provided a total of (34.6%) of landscaping for the Premises. As such, the proposed redevelopment complies with Chapter 17.84.140-B1(c) of the Ordinances.

2. Side/Rear Property Line Buffer Area Pursuant to Chapter 17.84.140-C6(b)(ii)

Chapter 17.84.140-C6(b)(ii) of the Ordinances requires a minimum of five (5) feet landscape strip to be provided along the side and rear property lines of a parcel in which parking and circulation areas are adjacent to abutting properties. As set forth in the Plans, the Premises will have a five (5) foot landscape buffer on both the westerly (side) and southerly (rear) property lines abutting 2080 Plainfield Pike, commonly known as Assessor's Plat 36, Lot 15. As such, the proposed redevelopment complies with Chapter 17.84.140-C6(b)(ii) of the Ordinances.

3. Landscape Requirements in Parking Areas Pursuant to Chapter 17.84.140-C7

Chapter 17.84.140-C7 of the Ordinances requires a minimum of ten (10) square feet of landscaped areas to be provided within a parking area for each parking space in said area; twenty (20%) percent of a parking area shall be shaded by deciduous trees that shall have a crown of 30' at maturity surrounded by at least one hundred (100) square feet of unpaved area; each row of parking spaces shall be terminated by a landscaped island not less than six (6) feet wide and twelve (12) feet long. With a proposed parking area of 3,690 sf, 738 sf of shade from deciduous trees is required resulting in the need to incorporate a minimum of two (2) deciduous trees into the proposed redevelopment. In compliance with Chapter 17.84.140-C7, fourteen (14) new trees will be planted at the Premises. As further indicated on the Plans, seven (7) trees will be planted around the parking areas, providing for 706.5 sf of shade per tree at maturity. To provide for the requisite amount of unpaved area surrounding certain mature trees (a total of 1,400 sf to be provided) parking rows are proposed to be terminated by landscaped islands greater than six (6) feet by twelve (12) feet where applicable. Accordingly, the proposed redevelopment complies with the requirements of Chapter 17.84.140-C7.

4. Frontage Landscape Buffer Area Pursuant to Chapter 17.84.140-C6(b)

Applicant/Owner respectfully requests a waiver from Chapter 17.84.140-C6(b) of the Ordinances, which would require Applicant/Owner to install a minimum of a ten (10) feet wide landscaped strip along any property lines that run parallel to a street where parking or circulation areas abut said street. In support of such request, Applicant/Owner submits that neither grass-filled landscape buffer between the Premises and Plainfield Pike nor the grass landscaped buffer with several trees and bushes between the Premises and Sailor Way are owned by Applicant/Owner, and therefore Applicant/Owner lacks the right or authority to alter these areas.

5. Landscape Buffer Height: Chapter 17.84.140-C6(a)

Applicant/Owner respectfully requests a waiver from Chapter 17.84.140-C6(a) of the Ordinances, which requires all developments to provide a year-round buffer a minimum of eight (8) feet in height, such buffers to consist of fencing, vegetation, berms, rocks, boulders, mounds or combinations thereof. In support of Applicant/Owner's request, Applicant/Owner submits that the property containing the existing landscape buffer is not owned by Applicant/Owner, and therefore Applicant/Owner lacks the right or authority to alter or improve the landscape buffer.

6. Frontage Tree Requirement: Chapter 17.84.140-C4(b)

Applicant/Owner respectfully requests a waiver from Chapter 17.84.140-C4(b) of the Ordinances, which requires that one street tree to be planted for every thirty-five (35) feet of frontage. In support of such request, Applicant/Owner submits that to strictly comply with Chapter 17.84.140-C4(b) – having to plant twenty-one (21) street trees with nine (9) trees required along Plainfield Pike and twelve (12) trees required along Sailor Way – would be impossible given the dimensions and location of the Premises. As referenced earlier in this narrative, there is little to no space on either the easterly or northerly property line to allow for trees within the landscape buffer. As an alternative and in an effort to comply with Chapter 17.84.140-C4(b), Applicant/Owner proposes to plant six (6) street trees on the easterly property line abutting Sailor Way.

Lastly, two of the Development and Landscape Design Standards of Chapter 17.84 are inapplicable to the Premises. First, Applicant/Owner submits that Chapter 17.84.140-C6(b)(iii) of the Ordinances does not apply to the proposed redevelopment because the use of the abutting property, as a large manufacturing facility of medical devices and equipment, is at least equal to (if not greater than) the Applicant/Owner's proposed use. Second, Applicant/Owner submits that Chapter 17.84.140-C6(b)(iii) of the Ordinances does not apply to the proposed redevelopment because the redevelopment will not include four (4) or more rows of parking spaces.

Exhibit A
(Copies of Drainage and Sewer Easements)

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EASEMENT AGREEMENT

THIS AGREEMENT, made this 17 day of May, 1990, by and between ROBERT A. VOTOLATO of 161 Comstock Parkway, Cranston, Rhode Island, hereinafter referred to as "Votolato" and NEW PENN MOTOR EXPRESS, INC. a Pennsylvania business corporation having its principal place of business at 625 South Fifth Avenue, Lebanon, Pennsylvania hereinafter referred to as "New Penn".

W I T N E S S E T H :

WHEREAS, New Penn owns a tract of land in the City of Cranston, Rhode Island, situate on the southerly side of Plainfield Pike comprised of two parcels known as Assessor Plat 36, Lot 24 and a portion of Lot 15 (consisting of not less than 7.6 acres) as more fully described in Warranty Deed executed December 29, 1989 by E. H. Arnold as Grantor and New Penn Motor Express, Inc. as Grantee hereinafter referred to as the "New Penn Tract"; and

WHEREAS, Votolato owns a tract of land, also situate on the southerly side of Plainfield Pike, immediately adjacent to, and bordering, the New Penn Tract on the east, hereinafter referred to as "Votolato's Tract"; and

WHEREAS, the New Penn Tract described above was purchased by New Penn for the purpose of constructing a truck terminal on said site; and

WHEREAS, construction of said truck terminal requires New Penn obtain an easement for a stormwater drainage and water run-

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off management system adjacent to its tract involving a portion of Votolato's contiguous tract; and

WHEREAS, Votolato has agreed to provide New Penn with an easement in favor of New Penn over a certain portion of Votolato's Tract for the purpose of constructing and maintaining said stormwater drainage and water run-off management system, as required by the Rhode Island Department of Environmental Management; and

WHEREAS, it is the purpose of this Agreement to set forth the respective rights and duties of the parties in regard thereto.

NOW, THEREFORE, in consideration of the easement, and the mutual covenants herein contained, and for other good and valuable consideration, the receipt of which is hereby acknowledged, the parties covenant and agree as follows:

1. Votolato does hereby grant unto New Penn, its designees and/or assigns, the right to construct, install and maintain an appropriate stormwater drainage and water run-off management system utilizing underground piping (hereinafter the "Drainage System") on that portion of Votolato's Tract as shown on the Drawing by the John P. Caito Corp. dated May 3, 1990 attached hereto as Exhibit "A" and made a part hereof, for the purpose of disposing of stormwater and sediment and other water run-off from the property of New Penn. Said right shall constitute an easement in favor of New Penn on that certain portion of

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Votolato's Tract as drawn in Exhibit "A" and set forth more fully in the Drainage Easement description attached hereto as Exhibit "B" and made a part hereof, that portion of Vololato's Tract described herein by said exhibits being referred to hereinafter as the "Property." Said easement shall include the right to enter upon such land for the purpose of maintaining and/or modifying such Drainage System as may, from time to time, be required by federal, state or local authorities or for the proper functioning thereof.

2. The aforesaid grant by Votolato to New Penn is made in return for payment by New Penn to Votolato in the amount of Fifty-five Thousand Nine Hundred Twenty One 50/100 Dollars (\$55,921.50) which amount shall be paid to Votolato in cash, or certified check, upon delivery to New Penn of this Easement Agreement duly signed and executed by Votolato.

3. It is understood that New Penn shall be responsible to cause the actual work involved in constructing the Drainage System on the Property and shall be granted all necessary right and access thereto to accomplish same, and that Votolato shall cooperate with New Penn as reasonably necessary and requested by New Penn to obtain all required permits and/or approvals of federal, state or local government authorities, now or in the future, in order to record and defend said easement, and in order to construct said Drainage System or comply with federal, state and local requirements; provided however, that nothing contained herein shall require Votolato to expend any of his own funds in

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obtaining any of the aforementioned permits or approvals. New Penn agrees that it shall be fully responsible, at all times, both during the construction of the project and at any time in the future, for all maintenance of the Drainage System, including all necessary repairs or modifications with respect thereto.

4. This Agreement is perpetual in nature, shall be considered a covenant running with the land of both parties hereto, and shall be binding upon the successors in interests and assigns of the respective properties now owned by the parties hereto. This Agreement shall be a charge upon the land of Votolato.

5. New Penn shall have free ingress, egress and regress to, over and from the Property for the purposes herein described.

6. Votolato hereby expressly reserves to himself, his heirs, executors, administrators, personal representatives and assigns, the right to have free ingress, egress and regress to and over the Property, and to make any and all uses of such Property which are not inconsistent with the right herein granted to New Penn, it being understood that, among other things, erection of buildings or other structures on or obstructing said Property shall be considered inconsistent with the right herein granted. Votolato represents and covenants hereby that he holds good and sufficient title in Votolato's Tract to grant the easement herein free and clear of all impediments thereto.

IN WITNESS WHEREOF, New Penn has caused this Easement Agreement to be duly signed in its name and on its behalf by its President having been duly authorized, and Votolato hereunto sets

his hand and seal, all intending to be legally bound hereby, the day and year first above written.

ATTEST:

NEW PENN MOTOR EXPRESS, INC.

Mary E. Harris Admin
Asst

By E.H. Arnold
E.H. Arnold, President

WITNESS:

John M. Bush

Robert A. Votolato
Robert A. Votolato

Project File: 70.132

May 3, 1990

Drainage Easement

A certain twenty foot (20') wide stormwater drainage easement situated in the City of Cranston, Rhode Island, being bounded and described as follows:

Beginning at a Rhode Island Highway bound thirty feet (30') left of center line station 87+65.48 of Plainfield Pike on State Plat 1269;

Thence easterly with the southerly side of said Plainfield Pike a distance of two hundred fifty nine and 76/100 (259.76) feet to a point;

Thence southerly at an angle of $92^{\circ} 40' 26''$ a distance of eighty seven and 97/100 (87.97) feet to a granite bound;

Thence easterly at an angle of $92^{\circ} 16' 42''$ a distance of sixty eight and 26/100 (68.26) feet to a point, said point being the northwesterly most corner of the herein described easement;

Thence easterly at an angle of $180^{\circ} 00' 00''$ a distance of sixty eight and 27/100 (68.27) feet to a point;

Thence turning an interior angle of $272^{\circ} 24' 39''$ a distance of eighty six and 40/100 (86.40) feet to the southerly side of said Plainfield Pike;

The last four courses being bounded by land now or formerly of Alfred DeFazio;

Thence turning an interior angle of $87^{\circ} 11' 37''$ a distance of one hundred nineteen and 35/100 (119.35) feet to a point;

Thence turning an interior angle of $177^{\circ} 08' 15''$ a distance of two hundred and 25/100 (200.25) feet to a point;

Thence turning an interior angle of $182^{\circ} 51' 43''$ a distance of two hundred thirty eight and 19/100 (238.19) feet to a point of curvature;

The last three courses being bounded by the southerly line of said Plainfield Pike;

Thence easterly along the arc of a curve, seventy and 37/100 (70.37) feet to a point; said curve having a radius of one thousand six hundred thirteen and 02/100 (1613.02) feet and a central angle of $2^{\circ} 29' 58''$;

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Exhibit "B"

Thence turning an interior angle of $75^{\circ} 23' 45''$ from the chord of the previously described arc, bounded to the east by land now or formerly Historical Cemetery #18, "Bennet and Lawton Lot", a distance of sixty six and $92/100$ (66.92) feet to a point;

Thence turning an interior angle of $270^{\circ} 00' 00''$, bounded to the north by land now or formerly Historical Cemetery #18, "Bennet and Lawton Lot", a distance of fifty and $50/100$ (50.50) feet to a point;

Thence turning an interior angle of $86^{\circ} 40' 36''$, bounded to the east by land now or formerly of Sailor Associates, a distance of two hundred seventy and $00/100$ (270.00) feet to a point;

Thence turning an interior angle of $90^{\circ} 00' 00''$ a distance of twenty and $00/100$ (20.00) feet to a point;

Thence turning an interior angle of $90^{\circ} 00' 00''$ a distance of two hundred forty eight and $80/100$ (248.80) feet to a point;

Thence turning an interior angle of $273^{\circ} 19' 24''$ a distance of forty nine and $30/100$ (49.30) feet to a point;

Thence turning an interior angle of $90^{\circ} 00' 00''$ a distance of sixty and $67/100$ (60.67) feet to a point on a circular arc;

Thence westerly along the arc of a curve forty four and $83/100$ (44.83) feet to a point of tangency; said curve having a radius of sixteen hundred thirty three and $02/100$ (1633.02) feet, a central angle of $1^{\circ} 34' 23''$, and forming an interior angle of $284^{\circ} 08' 27''$ between the chord of the arc and the previously described leg;

Thence easterly a distance of two hundred thirty eight and $69/100$ (238.69) feet to a point;

Thence turning an interior angle of $177^{\circ} 08' 17''$ a distance of two hundred and $25/100$ (200.25) feet to a point;

Thence turning an interior angle of $182^{\circ} 51' 45''$ a distance of ninety seven and $85/100$ (97.85) feet to a point;

Thence turning an interior angle of $272^{\circ} 48' 23''$ a distance of eighty six and $26/100$ (86.26) feet to a point;

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Drainage Easement: 70.132

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Thence turning an interior angle of $87^{\circ} 35' 21''$ a distance of sixty eight and $36/100$ (68.36) feet to a point;

Thence turning an interior angle of $272^{\circ} 09' 55''$ a distance of two hundred forty four and $23/100$ (244.23) feet to a point;

Thence turning an interior angle of $90^{\circ} 00' 00''$ a distance of twenty and $00/100$ (20.00) feet to a point;

Thence turning an interior angle of $90^{\circ} 00' 00''$, bounded to the west by land now or formerly New Penn Motor Express, Inc., a distance of two hundred sixty five and $00/100$ (265.00) feet to the point of beginning.

The above described easement contains twenty seven thousand seven hundred forty four square feet (27,744 s.f.).

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