

Town and County of Nantucket Select Board • County Commissioners

Jason Bridges, Chair
Matt Fee
Kristie L. Ferrantella
Dawn E. Hill Holdgate
Melissa Murphy



16 Broad Street
Nantucket, Massachusetts 02554

Telephone (508) 228-7255
Facsimile (508) 228-7272
www.nantucket-ma.gov

C. Elizabeth Gibson
Town & County Manager

AGENDA FOR THE MEETING OF THE SELECT BOARD NOVEMBER 3, 2021 - 5:30 PM REMOTE PARTICIPATION VIA ZOOM WEBINAR NANTUCKET, MASSACHUSETTS

YOU TUBE LINK:

<https://www.youtube.com/watch?v=vnYLJ08trU8>

ZOOM WEBINAR REGISTRATION LINK TO VIRTUALLY ATTEND MEETING:

https://us06web.zoom.us/webinar/register/WN_2dl0JAoxRvurEMZ_xqaVYA

I. CALL TO ORDER

II. SELECT BOARD ACCEPTANCE OF AGENDA

III. ANNOUNCEMENTS

1. The Select Board Meeting is Being Audio/Video Recorded.
2. COVID Vaccine Clinic: 131 Pleasant Street Trailer, Sundays from 12:00 to 3:00 PM. See <https://www.nantucket-ma.gov/2028/COVID-Vaccine> for Full Schedule.
3. May 2, 2022 Annual Town Meeting:
- Warrant Open for Citizen Warrant Article Submittals through 4:00 PM on November 15, 2021.
4. Select Board Announcements/Comments.

IV. FOLLOW-UP ON COMMENTS FROM PRIOR SELECT BOARD MEETINGS

V. PUBLIC COMMENT*

VI. COVID-19 UPDATE

1. Public Health Department Update.

VII. NEW BUSINESS*

VIII. APPROVAL OF MINUTES, WARRANTS AND PENDING CONTRACTS

1. Approval of Minutes of October 27, 2021 at 5:30 PM.
2. Approval of Payroll Warrants for October 31, 2021.
3. Approval of Treasury Warrants for November 3, 2021.
4. Approval of Pending Contracts for November 3, 2021 - as Set Forth on the Spreadsheet Identified as Exhibit 1, Which Exhibit is Incorporated Herein by Reference.

IX. CONSENT ITEMS

1. Gift Acceptance: Our Island Home; Health and Human Services Department; Fire Department.

X. CITIZEN/DEPARTMENTAL REQUESTS/REPORTS

1. Richmond Great Point Development: Request for Confirmation of Waiver of Sewer Connection Permit Fees for Six (6) Units of 50% AMI (Area Median Income) Restricted Units within Wildflower Acceleration Portion of Meadows II Rental Community off Old South Road.

XI. TOWN MANAGER'S REPORT

1. Review of Proposed Revisions to Sewer Regulations.

XII. SELECT BOARD'S REPORTS/COMMENT

1. Continuation of Consideration/Discussion/Adoption of Select Board Position Statement Regarding Baxter Road Erosion Control Project (Continued from October 20, 2021).
2. Discussion Regarding Establishment of Special Commission to Review Alternative Forms of Town Government: Open Town Meeting vs Representative Town Meeting.
3. Committee Reports.

XIII. ADJOURNMENT

****Identified on Agenda Protocol Sheet***

SELECT BOARD AGENDA PROTOCOL:

Roberts Rules: The Select Board follows Roberts Rules of Order to govern its meetings as per the Town Code Charter.

Public Comment: Public Comment is to bring matters of public interest to the attention of the Board. The Board welcomes concise statements on matters that are within the purview of the Select Board. At the Board's discretion, matters raised under Public Comment may be directed to Town Administration or may be placed on a future agenda, allowing all viewpoints to be represented before the Board takes action, if any. Except in emergencies, the Board will not normally take any other action on Public Comment in its sole discretion.

To facilitate that any individual who wishes to provide Public Comment has the opportunity and to ensure the ability of the Board to conduct its business in an orderly fashion, the following rules and procedures are adopted consistent with state and federal free speech laws:

- The agenda for regular Select Board meetings will include a Public Comment period at the beginning of the meeting unless there is more urgent business for the Board to take up first. This time is reserved for speakers to address the Board on matters that are not related to any other Agenda item. If a speaker wishes to address the Board on a matter that is related to another Agenda item, the Chair will accept public comment when that Agenda item is reached during the meeting.
- All speakers are encouraged to present their remarks in a respectful manner.
- All remarks will be addressed through the Chair of the meeting.
- The Chair of the meeting may not interrupt speakers who have been recognized to speak, except that the Chair reserves the right to terminate speech which is not constitutionally protected because it constitutes true threats, incitement to imminent lawless conduct, comments that were found by a court of law to be defamatory, and/or sexually explicit comments made to appeal to prurient interests. Verbal comments may also be curtailed if they exceed three (3) minutes and to the extent they exceed the scope of the Board's authority.

Disclaimer: Public Comment is not a time for debate or response to comments by the Board. Comments made during the Public Comment period do not reflect the views or positions of the Board. Because of constitutional free speech principles, the Board does not have authority to prevent all speech that may be upsetting and/or offensive made during the Public Comment period.

New Business: For topics not reasonably anticipated by the Chair 48 hours in advance of the meeting may be brought up for discussion in accordance with the Open Meeting Law.

Public Participation: The Board welcomes valuable input from the public at appropriate times during the meeting with recognition from the Chair at his/her sole discretion. For appropriate agenda items, the Chair will introduce the item and take public input. Individual Board Members may have questions on the clarity of the information presented. The Board will hear any staff input and then deliberate on a course of action.

Select Board Report and Comment: Individual Board Members may have matters to bring to the attention of the Board during a meeting. If the matter contemplates action by the Board, Board Members will consult with the Chair and/or Town Manager in advance and provide any needed information by the Thursday before the meeting and/or schedule the matter for a future Board meeting. Otherwise, except in emergencies, the Board will not normally take action on Select Board Comment.

Approved on February 17, 2021

EXHIBIT 1
AGREEMENTS TO BE EXECUTED BY TOWN MANAGER
UNLESS RESOLUTION OF DISAPPROVAL BY SELECT BOARD
November 3, 2021

Type of Agreement/Description	Department	With	Amount	Other Information	Source of Funding	Term
Professional Service Agreement	PLUS	Public Archaeology Laboratory	\$30,000	Historic properties survey of "Fish Lots" neighborhood	Massachusetts Historical Commission Grant	September 10, 2021 - June 30, 2022
Construction Agreement	Sewer	Robert B. Our Co.	\$445,985	Water main extension from the Surfside Wastewater Treatment Facility down South Shore Road	Article 12 2017 ATM	November 3, 2021 - November 3, 2024
Professional Service Agreement	Sewer	Environmental Partners Group	\$2,367,871	Engineering services for construction of Sea St. Pump Station 3 rd Sewer Force Main	Article 16 2020 ATM	November 3, 2021 - December 31, 2024
Professional Service Agreement	Sewer	Hazen and Sawyer, P.C.	\$1,343,792	Owner's Project Representative (OPR) services for overall management of Sea St. Pump Station 3 rd Sewer Force Main project	Article 16 2020 ATM	November 3, 2021 - December 31, 2024
Professional Service Agreement	Town Admin	CDM Smith, Inc.	\$147,700	Water distribution system modeling and planning for exploratory review of possible expansion west of Nantucket Memorial Airport	Article 10 2021 ATM	November 3, 2021 - June 30, 2022

CONSENT AGENDA ITEMS FOR 11/3/2021 SELECT BOARD MEETING

1. Gift Acceptances

Recommend the acceptance of the following gifts to Town agencies:

- Our Island Home:
 - o Gift of \$50 from Janet Glitzenstein to be used for activities supposed for the residents of OIH
- Health and Human Services Department:
 - o Gift of \$3,000 from the Nantucket Community Association to be used for summer internship program
- Fire Department:
 - o Gift of \$100 from Anne Tompkins. The finds will be earmarked for the Department's Safe Grant account for initiatives led by the Fire Prevention Office

Recommended Motion: To accept all gifts for their designated purposes, with thanks to the donors.

Town Administration will ensure that letters of thanks are sent.



OUR ISLAND HOME

9 East Creek Road
Nantucket, Massachusetts 02554
(508) 228-0462
FAX (508) 228-6875

October 18, 2021

Nantucket Select Board
Nantucket, MA. 02554

Dear Chairman Bridges,

I am writing to request that the Board accept the following gift certificate for Our Island Home:

- Gift Check, valued at \$50.00. Donated by Janet Glitzenstein on behalf of Bernice Santos.

Please be advised the donation will be utilized to provide activities supplies for the residents of Our Island Home.

Thank you in advance for your acceptance.

Sincerely,

Michelle L. Munroe
Assistant Administrator
Our Island Home



Nantucket Community Association

P.O. Box 274 • Nantucket, MA • 02554

www.nantucketcommunity.org

RECEIVED

OCT 19 2021

NANTUCKET TOWN ADMINISTRATION

Board of Directors

David S.J. Brown
President

Lisa Treanor
Vice President

H. W. "Buzz" Goodall
Vice President

Helene M. Weld
Treasurer

Maria Waine
Secretary

Charles Walters
Clerk

Bob Ford

Richard D. Hofmann

Bruce D. Hopper, MD

Woody Kay

G. Philip Nowak

James A. Treanor

William Sherman,
Emeritus

Dale Stoodley,
Emeritus

Oct. 18, 2021

Greetings, Libby -

Enclosed please find NCA's
donation supporting the Board
of Health's Summer Intern
Program.

Wishing you all the best -
Helene

NANTUCKET COMMUNITY ASSOCIATION INC

PO BOX 274
NANTUCKET, MA 02554

53-7013-2113

1084

DATE Oct. 18, 2021

PAY TO THE
ORDER OF

Nantucket Board of Health \$ 3,000.00
Three thousand and 00/100 DOLLARS



Nantucket Bank
A division of Blue Hills Bank

MEMO

Summer Intern

Helene M. Weld

640-516-0000 SAFETY PAPER

Security Features
including
Details on Back.

Nantucket Fire
Department

4 Fairgrounds Road
Nantucket, MA 02554
Tel: (508) 228-2324
Fax: (508) 325-7500



October 14, 2021

SELECT BOARD
16 BROAD ST
NANTUCKET, MA 02554

Re: Anne Tompkins
Donation

Dear Chair Bridges:

Ms. Anne Tompkins have made a generous donation of \$100.00 to fund the safe grant initiatives lead by the Fire Prevention Office. We are requesting that the select board authorize the transfer of this donation to the Safe Grant Account.

Please let us know if you have any questions or need anything further.

Sincerely,

A handwritten signature in black ink, appearing to be "Stephen Murphy".

Stephen Murphy, Chief

SM/
Enclosures



Agenda Item Summary

Agenda Item #	X. 1.
Date	November 3, 2021

Staff

Tucker Holland, Housing Director

Subject

Sewer Fee Waiver Request for Affordably Restricted Units within Wildflower Acceleration Portion of Meadows II Rental Community

Executive Summary

Richmond has requested that the sewer fees for the six (6) units within the Wildflower Acceleration portion of the Meadows II rental development which are restricted at 50% AMI be waived in their entirety consistent with the Sewer Fee Waiver Policy and the 2019 Memorandum of Understanding between Richmond and the Town.

Staff Recommendation

Approve – also see note in discussion below.

Background/Discussion

Note that the Sewer Fee Waiver Policy adopted in December 2020 would further allow the six (6) 100% AMI restricted units that are part of the 24-unit Wildflower Acceleration to have 75% of the sewer fees waived. At the time the 2019 MOU was executed, the Policy had not been revised and further, there was no contemplation of 100% AMI units within the development. It is a fiscal decision of the Board's as to whether to consider this additional waiver. If the Board were to consider granting this additional waiver, one might consider making the 75% waiving of fees conditional on Richmond having pulled all 24 units comprising the Wildflower Acceleration in advance of December 15th, 2021 AND confirmation from DHCD that these units contributed to an amended certification of the Town's Housing Production Plan providing an additional year of Safe Harbor to our current period (the current period runs until June 10, 2022 – the amended certification would extend the Safe Harbor period to June 10, 2023). The pulling of the building permits within this timeframe would be consistent with the representations Richmond has made it will do in conjunction with the Wildflower Acceleration. It would be the recommendation that if the amended certification is not granted by DHCD, these additional waivers would not apply.

Impact: Environmental ☐ Fiscal ☒ Community ☒ Other ☐

Board/Commission Recommendation

N/A



Public Outreach

N/A

Connection to Existing Applicable Plan (i.e., Strategic Plan, Master Plan, etc.)

In furtherance of the Board's strategic goals toward the creation of more affordable housing to serve the year-round community, working toward achieving the state's mandated 10% requirement, and remaining in Safe Harbor along the way.

Attachments

1. E-mail correspondence (request) from Dave Armanetti
2. 2020 ToN Sewer Fee Waiver Policy
3. 2015 Richmond – ToN MOU
4. 2019 Richmond – ToN MOU
5. 2019 Sewer Connection Dedication Agreement
6. 2019 Sewer Fee Waivers Letter (Richmond)
7. 2021 Updated Meadows II Site Plan
8. 2021 Wildflower MOU
9. 2021 Wildflower Grant and Loan Agreement



From: [David Armanetti](#)
To: [Erika Mooney](#)
Cc: [Phil Pastan](#); [Kathryn Fossa](#); [Andrew Burek](#); [Christine Herrmann](#); [Lora Kebbati](#); [David Gray](#); [Tucker Holland](#); [Ken Beaugrand](#); [Vicki Marsh](#)
Subject: Richmond Nantucket - Meadows II (Phase 2A) Apts. Development Project - Request for Documentation from Town Select Board for Waiver of Sewer Connection Fees (50% AMI Restricted Units)
Date: Wednesday, October 20, 2021 12:41:32 PM
Attachments: [Richmond PhaseI MeadowsII SewerPermitConnectionFeeWaivers 092519.pdf](#)
[Richmond Meadows II \(Phase 2A\) Site Plan with Updated Street Names.pdf](#)
[Richmond Wildflower MOU Town signatures 8June2021.pdf](#)
[Richmond Wildflower Grant & Loan Agreement Town signatures 8June2021.pdf](#)

Hi Erika –

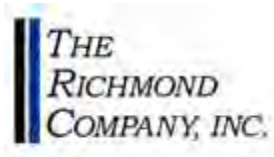
As you are generally aware, we are currently proceeding with the completion of site work and anticipating the start of foundations and building construction in the next few weeks on the next (24) units of our Meadows II Apartments Development Project. As you are also aware, we collaborated directly in this phase with the Town (through the Affordable Housing Trust and the Select Board) to increase the number and range of AMI restricted units in this phase from our original Town approvals (from six 80% AMI restricted units) to include six 50% AMI restricted units and six 100% AMI restricted units (equal to a total of 12 AMI restricted units), which, based on a collaboratively negotiated agreement with DHCD, will attain one additional year of “safe harbor” for the Town under the MGL Chapter 40B statute. As you know, based on this, the Town (through the Trust) participated through a \$2.6 MM grant and mortgage which comprises a portion of the financing for this phase / project.

- In conjunction with this anticipated start of building construction, we are now finalizing the processing of our sewer connection permits for these (24) apartment units with the Town Sewer Department.
- As was the case with Phase 1 of the project (see PDF of attached letter, from back in October of 2019), the Town Sewer Department team has requested that we provide formal documentation of the waiver of the fees for the qualifying units (in this case, the [6] 50% AMI restricted unit) from the Town Select Board in order to document that these fees should be waived.
- Accordingly, please accept this email as a request to obtain confirmation of such from the Town Select Board, and please document same with a similar letter to that which was issued for the prior phase.
- Although you were involved and have copies in your field, as documentation of the requirement for these (6) 50% AMI restricted units, I have attached PDFs of the MOU and Grant and Loan Agreement to this email.

Please advise if you need any further information to process this request.

As always, thanks for your ongoing guidance and assistance with respect to the various Select Board and Town Administration components related to our different project components.

Regards,
Dave



David J. Armanetti
Director of Real Estate Development
The Richmond Company, Inc.
23 Concord Street
Wilmington, Massachusetts 01887

Office Telephone: (978) 988-3900 Ext. # 12
Mobile Telephone: (781) 760-5655
Office Facsimile: (978) 988-3950
E-Mail: darmanetti@richmondco.com

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TOWN & COUNTY OF NANTUCKET
SELECT BOARD
POLICY FOR SEWER FEE WAIVER REQUESTS
Adopted: 07/20/2016; Revised 10/24/2018, 12/03/2020

I. Policy.

The Select Board, acting as the Nantucket Sewer Commission pursuant to Chapter 396 of the Acts of 2008, and in accordance with Chapter 38, Article III, section 38-3B of the Code of the Town of Nantucket, has the authority to waive any town fee or charge, upon a determination that the public interest so requires.

The Select Board hereby determines that it is in the public interest to encourage the production of affordable housing, including workforce housing units for the Island's working population. Therefore, the Select Board will consider, on a case-by-case basis, waivers of one or both of the Town's fees relating to the connection of dwelling units that are located in an existing Sewer District as established under Chapter 396 of the Acts of 2008.

II. Sewer Connection and Sewer Capacity Fee Waivers.

The Select Board may, at its discretion, waive the sewer connection fee or the Sewer Capacity Fee upon the request of a property owner, developer, or public entity seeking to connect one or more dwelling units to the Town's sewer system if such unit or units are bound by a permanent affordable housing deed restriction in a form acceptable to the Town and enforceable by the Town, and provided that the dwelling unit or units are part of a project where a minimum of 25% of the units are eligible for inclusion on the Town's Subsidized Housing Inventory ("SHI") as maintained by DHCD or any successor agency and provided that the developer and/or unit owner shall cooperate fully with the Town in obtaining SHI status for the eligible unit or units by timely providing all required documentation and notifying the Town Manager when a building permit issues and when an occupancy permit issues.

In the case where less than all of the units in the project are income-restricted, the Select Board may waive up to 100% of both sewer fees where the unit is restricted at 80% AMI or less, up to 75% of both fees where the unit is restricted between 81% and 100% AMI, and up to 50% of both fees where the unit is restricted between 101% AMI and 150% AMI. In the case where all of the units in a project are income-restricted, 100% of both sewer fees may be waived as long as a minimum of 25% of the total number of units are SHI-eligible. In exercising its discretion, in applying the policy, the Select Board may consider the total value of Town subsidies for the project, including closing cost assistance, direct grants, land contribution by the Town, other fee waivers, and market rate sales in the project.

In the case of dwelling units that are subject to a permanent affordable housing covenant meeting the requirements of Chapter 301 of the Acts of 2002, and Chapter 100 of the Code of Nantucket, the Select Board may, in its discretion, waive all or a portion of the sewer connection fee.

**2015 RICHMOND GREAT POINT DEVELOPMENT, LLC/TOWN OF NANTUCKET
MEMORANDUM OF AGREEMENT**

This Agreement ("Agreement") is entered into by and between Richmond Great Point Development, LLC, a Delaware limited liability company, with a usual place of business at 23 Concord Street, Wilmington, MA 01887 and its successors in interest ("Richmond"), and the Town of Nantucket, a municipal corporation organized under the laws of the Commonwealth of Massachusetts, with a usual place of business at 16 Broad Street, Nantucket, MA ("Town"), acting by and through its duly elected Board of Selectmen ("Board of Selectmen"). Richmond, the Town and Board of Selectmen are collectively referred to herein as the "Parties."

WHEREAS, the Town has not yet achieved and seeks to achieve the goal of having ten percent affordable housing placed on the Subsidized Housing Inventory Lists ("SHI List") as such is inventoried by the Commonwealth of Massachusetts Department of Housing and Community Development ("DHCD") as defined under the affordable housing statute and regulations, respectively, G.L. c.40B, §§20-23 and 760 CMR 56.00;

WHEREAS, the Town has 4,896 Year Round Housing units, based upon the 2010 Census;

WHEREAS, the Town, as of December 2014, has 121 units on the SHI List equal to the ratio of 2.5% affordable housing based upon its total year round housing inventory based upon the 2010 Census.

WHEREAS, the Town needs a total of 490 SHI Units to achieve 10 percent SHI affordable housing ratio, or a total of 369 additional SHI Units.

WHEREAS, Richmond is the fee owner of property in Nantucket, Massachusetts that is shown on the attached exhibits (Exhibits A and B), which depict land fronting on Nancy Ann Lane, Old South Lane, Mayflower Circle, Daffodil Lane, Evergreen Way and on both sides of Davkim Lane (the "Property"), which includes, the following parcels:

- Properties known as the entirety of 30, 32, 34 and 35 Daffodil Lane, the entirety of 3, 4, 5, 7, 8, 9 and 10 Mayflower Circle, the entirety of 75(A) Old South Road, the entirety of 73 Old South Road and the Mayflower Circle right of way and Daffodil Lane right of way, containing approximately 9 or more acres, being, at least in part, the entirety of Lots 615, 618, 621, 622, 623, 624, 625, 628, 629, 630, 631 and Lot 663 shown on Land Court Plan 16514-40, the entirety of Lot 858 shown on Land Court Plan 16514-100 and a portion of Lot 47 shown on Land Court Plan 16514-G, all as filed and recorded with the Nantucket Registry District of the Land Court and as shown on Exhibit C attached hereto and shown as the "Proposed 40B Homeownership Project (100 Single Family Homes) on Exhibit B and as the land owned by Richmond on Exhibit A;
- 20 Davkim Lane (Southern Portion) and 20 Davkim Land (Rear), containing approximately 12 or more acres, being Lots 184 and 206 shown on Land Court Plan

16514-Z and 16514-, as filed and recorded at the Nantucket Registry District of the Land Court and as shown on Exhibit D attached hereto and shown as the property “Being developed as a 40B Rental Project (150 Rental Units) on Exhibit B;

- Properties known as the entirety of 6 Mayflower Circle, 24 Evergreen Way, 26 Evergreen, 28 Evergreen Way and 30 Evergreen Way; and
- Properties that are shown on the areas shaded in gray on Exhibit A that are not already specified above. (Collectively, the above parcels and properties are referred to as the “Property”.)

WHEREAS, Richmond seeks to develop the Property for multi-family rental housing and single family home ownership, with an affordability component that is defined and guaranteed as provided for hereunder.

WHEREAS, Richmond has submitted applications to MassHousing for Project Eligibility Letters for two proposed 40B projects for a portion of the Property , which would create a total of 200 residential units, with 150 rental units and 50 home ownership units;

WHEREAS, Richmond intends to develop the entire Property with a total of 325 units (225 rental units and 100 ownership units);

WHEREAS, Richmond submitted two citizen petitions for the November 2015 Nantucket Special Town Meeting to: (1) rezone portions of the Property from Residential 20 (R-20) and Limited Use General 2 (LUG-2) to Residential 5 (R-5), and portions of the Property from Residential 20 (R-20) to Commercial Neighborhood (CN); and (2) introduce density bonuses in exchange for provision of affordable workforce housing in the R-5 and CN zoning districts;

WHEREAS, Richmond has requested the November 2015 Nantucket Town Meeting to rezone the following specific parcels of land under Article 1 of the Town Meeting Warrant:

Map	Parcel	Number	Street
68	129 (a portion of)	73	Old South Road
68	999.2 (a portion of)	75A	Old South Road
68	739	30	Daffodil Lane
68	740	32	Daffodil Lane
68	741	34	Daffodil Lane
68	742	35	Daffodil Lane
68	736	3	Mayflower Circle
68	735	5	Mayflower Circle
68	729	4	Mayflower Circle
68	730	6	Mayflower Circle
68	734	7	Mayflower Circle
68	731	8	Mayflower Circle
68	733	9	Mayflower Circle

68	732	10	Mayflower Circle
68	57	20	Nancy Ann Lane
68	56.1	20R	Davkim Lane
68	711	24	Evergreen Way
68	712	26	Evergreen Way
68	713	28	Evergreen Way
68	714	30	Evergreen Way

WHEREAS, Richmond has requested the November 2015 Town Meeting to adopt zoning changes to rezone portions of the Property (Article 1) and to adopt zoning provisions to provide for density bonuses in exchange for provision of defined and guaranteed affordable housing (Article 2), so as to allow the development of 325 units (225 rental and 100 home ownership);

WHEREAS, the Planning Board voted unanimously to provide a favorable report to Town Meeting, regarding Article 1 and Article 2, with modifications (which are set forth in Exhibit E), provided a development agreement is signed by Richmond with the Town (by and through the Board of Selectmen) prior to the November 2015 Town Meeting;

WHEREAS, Richmond has agreed with the Planning Board's modifications to Article 1 and 2, which are attached hereto as Exhibit E;

WHEREAS, if Richmond designs and obtains all necessary approvals to construct and in fact constructs the 325 Units, including 225 rental Units that would all be SHI eligible under the Local Action Unit program maintained by DHCD and the 7 home ownership units that would be SHI eligible under the Local Action Unit program and 18 homeownership units that would be permanently restricted as affordable at 175% of Area Median Income ("AMI"), the Town would make significant progress toward achieving the necessary SHI Units to achieve the goal of provision of not less than a ten percent affordable housing ratio and toward providing significant additional affordable housing for Nantucket.

WHEREAS, to accomplish the above goals, Richmond is committed to designing, obtaining approval for, constructing and maintaining an affordable rental and home ownership housing project at the Property with the density and affordability and mitigation set forth below;

WHEREAS, the Board of Selectmen has supported the appropriateness of the Richmond site for issuance of Project Eligibility Letters, in comments made to Mass Housing, subject to stated concerns;

NOW THEREFORE, based upon good and valuable consideration, the receipt and value of which is hereby expressly and specifically acknowledged by the Parties, agree as follows:

I. Richmond's Undertakings

1. Richmond agrees, if Articles 1 and 2, as modified by the Planning Board and attached hereto as Exhibits A and B are adopted at the November 2015 Town Meeting, without substantive amendments, and go on to take final effect, final effect being defined as the adoption of said Articles, proper filing with the Secretary of the Commonwealth of Massachusetts and the expiration of any procedural or substantive challenge of the Office of the Attorney General, collectively referred to as perfection under MGL c. 40, §32, then Richmond shall design and then seek all necessary approvals to build and then shall build up to a total of 325 Units at the Property (up to a total of 225 rental apartments and up to a total of 100 single-family home ownership units). At least twenty-five (25%) percent of all units at the Property shall have a permanent affordability component and shall be restricted to being rented or sold as affordable Units and maintaining SHI eligibility as specified herein. A sufficient percentage of the rental units shall be restricted as affordable, so that all of the rental units shall be SHI eligible. All of the affordable rental units shall be restricted to occupancy by tenants (households) earning at or below eighty (80%) percent of the Area Median Income ("AMI") at the maximum monthly rents prescribed for this income category under DHCD's Guidelines and 760 CMR 56.00 or under the Zoning Bylaw, or Under MGL c. 40R. At least twenty-five percent of the homeownership units shall have a permanent affordability restriction. Not less than seventy-five (75%) percent of the affordable home ownership units shall be restricted to purchase by Buyers (households) earning at or below eighty (80%) of the AMI and shall be sold at the maximum initial sales prices prescribed for this income category under DHCD's Guidelines and 760 CMR 56.00 or under the Zoning Bylaw, or under MGL c. 40R. Accordingly, not less than seventy-five (75%) of the affordable homeownership units shall be SHI eligible, with the remaining twenty-five (25%) percent restricted to being sold to Buyers (households) earning at or below one hundred seventy-five (175%) percent of AMI at the maximum initial sales prices prescribed for this income category under DHCD's Guidelines and 760 CMR 56.00 or under the Zoning Bylaw, or under MGL c. 40R. For the purposes of this paragraph and as it pertains to amendments of Article 1 and Article 2 rendering them, in any way, different than as attached hereto, Richmond hereby expressly agrees that it shall state its position at Town Meeting as to each amendment, if any amendment is offered, as to whether Richmond asserts the proposed amendment is substantive and shall be bound by its stated position that an amendment is not substantive, and Articles 1 and 2, as modified and not substantively amended. Richmond shall so restrict those units and shall use all commercially reasonable efforts to comply with any requirement that is within its control that is required under DHCD's Guidelines to make all of the up to 225 rental units SHI eligible and to make twenty-five (25%) percent of the affordable homeownership Units SHI eligible and shall cooperate with any requirement that the Town needs to undertake to render those units SHI eligible.

2. Richmond agrees that there shall be a maximum of up to 325 Units (including increments of up to 225 rental and up to 100 ownership), with a maximum of 700 bedrooms at the Property, the mix and allocation of which shall be within Richmond's sole and absolute discretion, subject to the review of the Nantucket Planning Board and the requirement that the bedroom mix for any affordable unit, including those "locally affordable" home ownership units to be restricted to sales to Buyers whose households earn at a maximum one hundred seventy-five (175%) percent of AMI, shall be the same bedroom mix as the bedroom mix used for the market rate units and the restricted units shall not be distinguishable from the non-restricted units as provided for under any requirement of DHCD.
3. Richmond agrees it shall as soon as reasonably practicable apply for and diligently pursue all necessary approvals for the first phase of the development of up to 325 units following the perfection of Articles 1 and 2, and then shall begin construction as phased below within ninety (90) calendar days of obtaining all necessary approvals required to construct the Project including the expiration of all applicable appeal periods, including but not limited to a Special Permit to be issued by the Town Planning Board, Major Site Plan approval to be issued by the Town Planning Board, endorsement of a definitive subdivision (or subdivisions) to be approved by the Town Planning Board and acceptance thereof for filing by Land Court for the District of Nantucket, certificates of appropriateness to be approved by the Town of Nantucket Historic District Commission, and building permits to be issued by the Town of Nantucket Building Commissioner. For purposes of this Agreement, approvals shall be defined as the final issuance of all necessary approvals and the expiration of all applicable appeal periods thereto.
4. Upon the issuance of the necessary approvals as described above and the endorsement of the subdivision plan by the Planning Board, each of which no longer being subject to any applicable appeal, Richmond agrees all of the rental units shall be subject to a permanent deed restriction that shall be delivered to the Town and accepted and recorded before any building permit issues which shall require that all of the rental units shall remain rental units and shall not be converted to ownership units without the approval of Town Meeting to release the restriction and that the affordable rental units shall remain affordable units permanently unless released by Town Meeting. The leases to any renter of any affordable unit shall strictly prohibit subletting of the unit and this requirement prohibiting subletting of rental units shall be set forth in the permanent deed restriction and enforceable by the Town. There shall be no short term rental of any of the rental units. A short term rental shall mean a rental period with a duration of less than thirty (30) calendar days.
5. Upon the issuance of the final relief, including but not limited to a Special Permit to be issued by the Town Planning Board, Major Site Plan approval to be issued by the Town Planning Board, endorsement of a definitive subdivision (or subdivisions) to be approved

by the Town Planning Board and acceptance thereof for filing by Land Court for the District of Nantucket, certificates of appropriateness to be approved by the Town of Nantucket Historic District Commission, and building permits to be issued by the Town of Nantucket Building Commissioner each of which no longer being subject to any applicable appeal, Richmond agrees the affordable ownership units (both the twenty-five (25%) percent of affordable home ownership Units restricted at 80% AMI and the remaining seventy-five (75%) percent restricted at 175% AMI) shall be subject to a permanent deed restriction upon the terms contained in the preceding parenthetical that shall be delivered to the Town and accepted and recorded before any building permit issues for any of the 100 home ownership units, which shall not be released from the restriction without Town Meeting approval. There shall be no short term rentals of any of the home ownership units. Leases to any renter of any affordable home ownership unit shall strictly prohibit short term rentals. For the purposes of this section 5, short term rentals shall mean a rental period the duration of which is as much as or less than thirty (30) calendar days and each such home ownership unit shall contain a permanent deed restriction conforming to the terms of this Section 5 which shall be enforceable by the Town.

6. Richmond agrees that it and its successors in interest shall be bound by the new zoning provided for under Articles 1 and 2 of the November 2015 Town Meeting, should that zoning take final effect as provided for hereunder, and Richmond shall be bound by this agreement and its requirements and hereby surrenders and releases any zoning freeze and/or any and all other so-called grandfathering protections that might be otherwise available to Richmond and its successors for the Property under G.L.c.40A, §6 and to all lienholder and owners for the Property, other than Walter Glowacki, that exists or may exist when Articles 1 and 2 take final effect, provided Richmond makes no waiver, whether express or implied, to any future Zoning changes. Richmond represents that there are no lienholders of record or other owners of the Property, other than Richmond or Walter Glowacki.
7. Richmond shall provide the Board of Selectmen, Finance Committee and the relevant permit granting authority (either the Planning Board or Zoning Board of Appeals, in the case of a 40B application) with an expert Fiscal Impact Report and a Student Projection Report, regarding the total number of children projected to reside at the Project and the number of school aged children that are projected to reside at the Project and the report shall be provided to the Nantucket Public School District for informational and planning purposes during the permit granting process and the Student Projection Report shall be updated by Richmond when building permits issue for the first phase of the project and then, thereafter, each time that an additional 75 new units are sought.

Richmond shall provide the Planning Board and Board of Selectmen a detailed traffic report as required Section 139 of the Code of the Town of Nantucket, which contains updated traffic counts and an analysis of recommended mitigation measures.

8. Richmond agrees to reimburse the Town of Nantucket, within three business days of receipt of a bill for professional services rendered, itemized hourly of the legal costs to the Board of Selectmen pursuant to G.L. c. 44, §53A in order for the Town to pay for the services of Kopelman and Paige, P.C., as attorneys for the Town of Nantucket, including but not limited to professional services rendered in assisting with the costs of preparing this Agreement, attendance at Special Town Meeting and any other services or costs incidental or related thereto. In no event shall Richmond's obligation under this Section 8 require reimbursement to the Town of Nantucket in excess of Twelve Thousand and No/100 (\$12,000.00) Dollars. As a separate matter, Richmond agrees to reimburse the Town of Nantucket, within three business days of receipt of a bill to fund the Town's costs of conducting the November 2015 Special Town Meeting, relating to notice and publication and other costs.
9. Whether Richmond elects to pursue the 40B projects or a Special Permit as provided for under Article 1 and 2, Richmond shall not assert to any party, any permitting authority, agency or court that the payment of any of the improvements or costs concerning any required water and sewer connection fees, as set forth in the Nantucket Code or in any duly adopted regulation or fee schedule for the Town or the Wannacomet Water Company, which causes or contributes towards causing the development of part or all of the 325 units to be uneconomic whether under G.L. c.40B or 760 CMR 56.00, et seq. or otherwise, and only provided that all of the terms of this Agreement are satisfied, including that only reasonable infrastructure upgrades shall be required. The parties to this Agreement agree and acknowledge that the provision of this Section 9 shall apply only as it relates to the above referenced water and sewer connection fees and Richmond in no way is subject to a waiver of its rights to the same as relates to any other improvements, mitigation or other costs that may be allowable by any agency with competent jurisdiction including with specificity the Zoning Board of Appeals and/or the Housing Appeals Committee. Additionally, Richmond agrees that the water bills for the 225 apartments shall be administered by and paid by Richmond to the Wannacomet Water Company and that the Wannacomet Water Company shall not be required to send individual bills to 225 rental units occupants, with Richmond, in its sole discretion, to decide whether it wishes to have one water meter per apartment building or one water for each rental unit, but with Richmond to be responsible for the cost of administration and collection of the water payments and to pay the Wannacomet Water Company the full charges due and owed for each building, regardless of how each building is metered. Nothing contained herein shall be interpreted to restrict Richmond from further sub-metering such services with a third-party provider.

10. Richmond and/or its successors shall pay all applicable water and sewer fees at the time customarily collected by the Town, including, as appropriate, when the infrastructure is permitted to be installed, but the connection fees for lateral connections to the individual homeownership units shall be paid at the time that building permits are issued. The timing of payment of the fees and the amount of fees shall be the same as that for market rate developers and Richmond agrees not to challenge the fees in any fashion, either as to the validity of the fees as adopted or the amount of the fees as imposed for any of the up to 325 units.
11. Richmond shall provide, at its sole expense, all of the necessary sewer and water infrastructure to serve the 325 units at the Property and connect them to the municipal infrastructure and shall comply with all of the rules and regulations and bylaws regarding water and sewer infrastructure design and installation. Richmond shall provide sewer and water main upgrades, as reasonably required by any Town permitting agency with jurisdiction, after consultation with the Nantucket DPW, the Nantucket Water and Sewer Commission and Wannacomet Water Company. The Town and Richmond agree that any infrastructure which is required to be funded or installed by Richmond in conjunction with the development of the Property shall be sufficiently sized to avoid multiple mains being installed in the public way.
12. Richmond agrees to, upon reasonable written request, use commercially reasonable efforts to provide the information to the relevant permit granting authority as requested in and shall address all of the concerns raised by the Board of Selectmen in Board's PEL comment letters, which were previously provided to Richmond.
13. As the 325 units at the Property receive final approval from local permitting boards, Richmond shall seek building permits based on a phased plan that shall be compatible with and allow the Town to satisfy the Town's Housing Production Plan goals on a yearly basis, but this shall not be interpreted as curtailing the provision of the affordable units as quickly as Richmond can produce them.
14. Construction of the 325 units at the Property shall be completed in accordance with a phased agreement to be completed by the Parties in the future.
15. As noted above, Richmond shall use its best efforts to satisfy all of the requirements imposed by DHCD to allow all of the 225 rental units and 19 of the 100 home ownership units to be SHI eligible and shall cooperate with the provision of all information and documents and execution of all required documents and procedures necessary for that to occur.
16. Richmond shall cooperate with the Town and shall, upon reasonable written request within 30 days provide the Town Manager with all relevant information and material to support applications by the Town to DHCD to add the eligible units to the SHI.

17. Richmond shall pay all reasonable monitoring fees as provided for under DHCD's Guidelines and under any regulatory agreement, as applicable.
18. Richmond shall place a prohibition in each lease for each and every rental unit that strictly prohibits exterior storage of personal property, including but not limited to: inoperable vehicles of any type, including mopeds, boats, bicycles, motorcycles, junk, building materials. Operable mopeds, boats, bicycles, motorcycles shall be allowed to be stored in appropriate locations at the Property. Each lease shall also provide for a maximum of number of vehicles, so that the maximum number of available parking spaces is not exceeded and so that there shall be sufficient visitor spaces in accordance with a Special Permit issued by the Town of Nantucket Planning Board or any other final approval. There shall be sufficient snow storage areas provided and excess snow shall be removed from the site if the ways are narrowed to less than 18 feet of clear, paved width following snow events for two-way access ways. Richmond shall provide for 24hour/7 day per week property management, which may consist of off-site personnel who are available by telephone or e-mail to timely respond to issues, problems and emergencies.
19. Richmond shall provide as-built plans to the Town for the water and sewer main infrastructure within 90 days of completion of the infrastructure and shall provide the remaining as-built plans within six months of completion of the Project, unless the Project is phased, in which case as-built plans for each Phase shall be provided within six (6) months of completion of each Phase or as otherwise provided by the relevant permit granting authority and any Special Permit or other final approval.
20. Richmond agrees to execute a mutually satisfactory written agreement with Housing Nantucket, subject to the Town's reasonable satisfaction within 30 days after the necessary prerequisites have been met, to complete the intent of the land exchange with Housing Nantucket to the extent the same is consistent with the Release of Restriction and Right of Reverter approved by the Town filed with the Nantucket County District of the Land Court as Document Number 146007 on October 17, 2014.
21. Richmond agrees that this agreement shall bind it and its successors in interest and that a mutually satisfactory Notice of the MOA, with approval not to be unreasonably withheld, may be recorded or filed with the Land Court, as the case may be, against the Property by the Town.

II. Town's Undertakings

1. Upon request by Richmond, the Town Manager shall review and respond to any inquiry by Richmond regarding proposed changes to the Project and the Manager shall refer any change that she deems substantial to the Board of Selectmen for action under this Agreement for a determination as to whether the proposed change would or would not

cause the Selectmen to exercise its rights to cancel this Agreement as provided for hereunder.

2. The Board of Selectmen shall support a LAU/LIP application or a 40R warrant article at a future Town Meeting, provided that the final terms and conditions of the LAU/LIP application or the 40R warrant article shall be consistent with this agreement and the final details are negotiated and mutually agreed to by the parties, with agreement not to be unreasonably withheld.
3. The Board of Selectmen shall not withdraw its PEL comment letters to MassHousing.
4. The Board of Selectmen is willing to discuss any Local Action Unit, G.L.c.40R and LIP proposal with Richmond in the future to attempt to develop a memorandum of agreement that is mutually satisfactory.
5. The Town acknowledges and agrees that should any of the affordable housing units generated by the Project be placed on the SHI List and should the Town be availed of any of the so called "safe harbor" protections set forth in G.L. c.40B or 760 CMR 56.00, et seq., as long as this Agreement shall be valid and in full force and effect, that the Town, by and through the Board of Selectmen, shall support the waiver of and/or support as consistent with local needs at any Zoning Board of Appeals or Housing Appeals Committee hearing, any such "safe harbor" protections to deny any future applications filed or processed by Richmond under G.L. c.40B or 760 CMR 56.00, et seq., on any portion of the Property, or any other land contiguous to the Property and currently owned by Richmond and located in the Town of Nantucket. This waiver and agreement of support relates only to the use of any such "safe harbor" protections and does not prevent or preclude the Town from otherwise commenting upon, opposing, or appealing any other such future applications filed or processed by Richmond under G.L. c.40B or 760 CMR 56.00, et seq., under any other grounds. The parties acknowledge that this agreement does not bind the Zoning Board of Appeals.

III. Parties' Right to Cancellation

1. In the event that Articles 1 and 2 are not adopted at the 2015 Special Town Meeting, as recommended by the Planning Board and attached hereto without any substantial amendments that Richmond does not agree to at Town Meeting, in writing, then this Agreement shall be of no further effect and shall immediately and irrevocably terminate by its own terms upon no further condition, express or implied, and neither party to this Agreement shall have any further obligation to or recourse against the other as it relates to the entire subject matter of this Agreement.
2. If the final approvals for a project proposed by Richmond for the Property are (1) denied by a decision of the Zoning Board of Appeals on the grounds that the Town has achieved

the Statutory Minima as relates to the Town having met its Housing Unit Minimum, or so-called "Safe Harbor", or (2) a Regulatory Agreement subsequently entered into by the parties under the LAU/LIP Program or a Comprehensive Permit subsequently issued to Richmond for the development of the Property under the LIP program:

- (a) decrease the number of total units or total bedrooms as agreed to above; and/or
- (b) increases the number of affordable units other than as agreed to above and, unless voluntarily agreed to by Richmond,

Then Richmond shall have the right for those reasons, in its unfettered discretion, to void this Agreement by providing written notice of the same to the Board of Selectmen within 30 days of the final approval becoming final or the receipt of a denial by the Zoning Board of Appeals and the Parties shall have no further recourse against one another and a release instrument upon timely receipt of the notice may be recorded.

3. If the final approvals for a project proposed by Richmond for the Property:

- (a) does not include the improvements and costs required by this Agreement;
- (b) increases the number of total units or total bedrooms other than as agreed to above; and/or
- (c) decreases the number of affordable units as provided for herein (including the non-SHI affordable units),

then Richmond and the Board of Selectmen agree that the Board shall have the right for those reasons, in its unfettered discretion, to compel Richmond to limit the density at the Property to no more than 266 residential units, as allowed under current zoning, except under a comprehensive permit which has issued and taken final effect, provided that the Board gives notice of the exercise of this right within 20 days of the issuance of any such final permission and its filing with the Town Clerk's Office and receipt of written notice by Richmond of the issuance of the relief to the Board of Selectmen, deliverable to the Town Manager.

Notwithstanding the foregoing, the Parties to this Agreement agree and acknowledge that this Section 3 is in no way intended as a waiver or limitation of Richmond's rights under MGL c. 40B to apply for and pursue a Chapter 40B project on any portion of the Property.

IV. Miscellaneous

- 1. Richmond acknowledges that this Agreement impacts the terms and condition of relief that a local permitting agency may grant, but that no local permitting agency is bound by this Agreement, and a Notice of Memorandum of Agreement shall be recorded against

the Property when Articles 1 and 2 take final effect and this Agreement shall bind Richmond and its successors in interest and assigns. Richmond has provided a letter that represents and warrants that there are no other owners or lienholders of record other than Richmond and Walter Glowacki.

2. Notwithstanding any of the terms and provisions of this Agreement, nothing herein shall prohibit or prevent Richmond from continuing to pursue its current housing applications filed under G.L. c.40B or 760 CMR 56.00, et seq., or shall prohibit or prevent Richmond from pursuing future housing applications filed under G.L. c.40B or 760 CMR 56.00, et seq., at any other locations within the Property, and /or at any other locations in the Town of Nantucket.
3. Any breach of this Agreement shall be enforceable by the Parties.
4. Any amendment to this Agreement shall occur only pursuant to a written amendment that is duly voted and authorized by the Parties and then duly executed by the Parties.
5. The Parties acknowledge they had advice of counsel before executing the Agreement.
6. A mutually satisfactory Notice of this Agreement, with agreement to the notice to not be unreasonably withheld, may be recorded by either party once Articles 1 and 2 take final effect under G.L. c.40, §32, but a discharge of the Notice shall be provided and recorded if the Agreement is cancelled as provided for hereunder.
7. This Agreement may be executed in any number of counterparts which together shall constitute one instrument. An electronic signature on this Agreement shall have the same effect as an original.
8. All notices and other communications required or permitted to be given under or by reason of this Agreement shall be in writing and may be delivered by electronic mail, facsimile, US mail or overnight mail. Notices, demands, and communications will, unless another address is specified in writing, be sent to the persons and at the addresses indicated below:

To: Board of Selectmen: Ilana M. Quirk, Esq.
 Kopelman and Paige, P.C.
 101 Arch Street
 Boston, MA 02110
 iquirk@k-plaw.com

with a copy to the Town Manager and Board of Selectmen Chairman

To: Richmond: Andrew D. Burek, Esq.
 The Richmond Company, Inc.
 23 Concord Street

Wilmington, MA 01887
aburek@richmondco.com

with a copy to :

Arthur Reade, Esq.
Reade, Gullicksen, Hanley & Gifford, LLC
6 Young's Way
Nantucket, MA 02554
air@readelaw.com

[END OF INSTRUMENT. SIGNATURE PAGE(S) TO FOLLOW]

IN WITNESS, the parties hereunto set their hands and fixed their seals as of November 9, 2015.

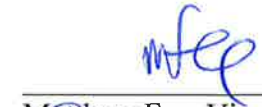
NANTUCKET BOARD OF SELECTMEN*

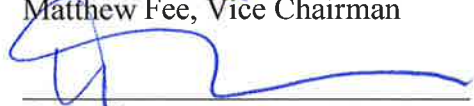
By:


Robert DeCosta, Chairman


Tobias Glidden, Member


Rick Atherton, Member


Matthew Fee, Vice Chairman

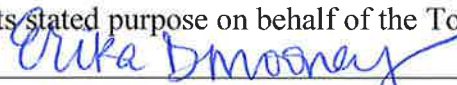

Dawn E. Hill Holdgate, Member

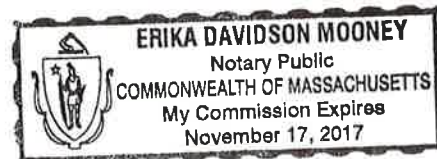
*Pursuant to a vote taken by the Board of Selectmen on November 9, 2015.

COMMONWEALTH OF MASSACHUSETTS

Nantucket, SS.

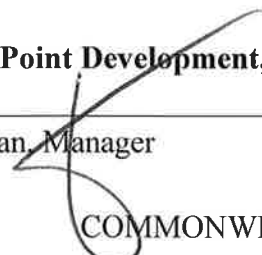
On this 9 day of November 2015, before me, the undersigned Notary Public, personally appeared Robert DeCosta, Chair of the Nantucket Board of Selectmen, as aforesaid, who proved to me through satisfactory evidence of identification, which was personal knowledge, to be the person whose name is signed on the preceding document, and acknowledged to me that he signed it voluntarily for its stated purpose on behalf of the Town of Nantucket.


(Official Signature and Seal of Notary)



Richmond Great Point Development, LLC

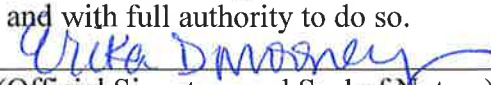
By:

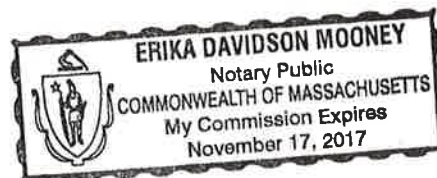

Philip Pastan, Manager

COMMONWEALTH OF MASSACHUSETTS

Nantucket, SS.

On this 9 day of Nov., 2015, before me, the undersigned Notary Public, personally appeared Philip Pastan, as Manager of Richmond Great Point Development, LLC, who proved to me through satisfactory evidence of identification, which was personal knowledge, to be the person whose name is signed above, and acknowledged he signed it voluntarily for its stated purpose on behalf of Richmond Great Point Development, LLC and with full authority to do so.


(Official Signature and Seal of Notary)



EXHIBITS:

Exhibit A Article 1 of November 9, 2015 Special Town Meeting

Exhibit B Article 2 of November 9, 2015 Special Town Meeting

535199/NANT40B/19729-0001

Exhibit A

ARTICLE 1

(Zoning Map Change: R-20 to R-5 -- Daffodil Lane and Mayflower Circle;
LUG-2 to CN -- Davkim Lane; LUG-2 to R-5 -- Evergreen Way)

To see if the Town will vote to amend the Zoning Map of the Town of Nantucket by taking the following actions:

1. By placing the following properties currently located in the Residential-20 (R-20) district in the Residential-5 (R-5) district:

Map	Lot	Number	Street
68	739	30	Daffodil Lane
68	740	32	Daffodil Lane
68	741	34	Daffodil Lane
68	742	35	Daffodil Lane
68	736	3	Mayflower Circle
68	729	4	Mayflower Circle
68	735	5	Mayflower Circle
68	730	6	Mayflower Circle
68	734	7	Mayflower Circle
68	731	8	Mayflower Circle
68	733	9	Mayflower Circle
68	732	10	Mayflower Circle
68	A Portion of Mayflower Circle, starting at a location formed by a line connecting the eastern property boundaries of the lots shown as 3 Mayflower Circle and 4 Mayflower Circle and extending in a westerly direction to include the bulb of the existing cul-de-sac of Mayflower Circle, being the westerly portion of Lot # 615 on Land Court Plan 16514-40.		
68	A Portion of Daffodil Lane, starting at a location formed by a line connecting the eastern property boundaries of the lots shown as 35 Daffodil Lane and 3 Mayflower Circle and extending in a westerly direction to include the bulb of the existing cul-de-sac of Daffodil Lane, being the westerly portion of Lot # 663 on Land Court Plan 16514-40.		

2. By placing the following property currently located in the Limited Use General-2 (LUG-2) district in the Commercial-Neighborhood (CN) district:

Map	Lot	Number	Street
68	56.1	20(R)	Davkim Lane

3. By placing the following properties currently located in the Limited Use General-2 (LUG-2) district in the Residential-5 (R-5) district:

Exhibit A

Map	Lot	Number	Street
68	711	24	Evergreen Way
68	712	26	Evergreen Way
68	713	28	Evergreen Way
68	714	30	Evergreen Way

All as shown on a map entitled "2015 Special Town Meeting Warrant Article __ R-20 to R-5: Daffodil Lane and Mayflower Circle: LUG-2 to CN - Davkim Lane: and LUG-2 to R-5: Evergreen Way" dated October 2015 and filed herewith at the Office of the Town Clerk.

Or to take any other action related thereto.

(Philip Pastan, et al)

PLANNING BOARD MOTION: Moved that the Zoning Map of the Town of Nantucket be amended by taking the following actions:

1. By placing the following properties currently located in the Residential-20 (R-20) district in the Residential-5 (R-5) district:

Map	Lot	Number	Street
68	739	30	Daffodil Lane
68	740	32	Daffodil Lane
68	741	34	Daffodil Lane
68	742	35	Daffodil Lane
68	736	3	Mayflower Circle
68	729	4	Mayflower Circle
68	735	5	Mayflower Circle
68	730	6	Mayflower Circle
68	734	7	Mayflower Circle
68	731	8	Mayflower Circle
68	733	9	Mayflower Circle
68	732	10	Mayflower Circle
68	A Portion of Mayflower Circle, starting at a location formed by a line connecting the eastern property boundaries of the lots shown as 3 Mayflower Circle and 4 Mayflower Circle and extending in a westerly direction to include the bulb of the existing cul-de-sac of Mayflower Circle, being the westerly portion of Lot # 615 on Land Court Plan 16514-40.		
68	A Portion of Daffodil Lane, starting at a location formed by a line connecting the eastern property boundaries of the lots shown as 35 Daffodil Lane and 3 Mayflower Circle and extending in a westerly direction to include the bulb of the existing cul-de-sac of Daffodil Lane, being the westerly portion of Lot # 663 on Land Court Plan 16514-40.		

Exhibit A

2. By placing the following property currently located in the Limited Use General-2 (LUG-2) district in the Commercial-Neighborhood (CN) district:

Map	Lot	Number	Street
68	56.1	20(R)	Davkim Lane

3. By placing the following properties currently located in the Limited Use General-2 (LUG-2) district in the Residential-5 (R-5) district:

Map	Lot	Number	Street
68	711	24	Evergreen Way
68	712	26	Evergreen Way
68	713	28	Evergreen Way
68	714	30	Evergreen Way

All as shown on a map entitled "2015 Special Town Meeting Warrant Article 1 R-20 to R-5: Daffodil Lane and Mayflower Circle: LUG-2 to CN - Davkim Lane: and LUG-2 to R-5: Evergreen Way" dated October 2015 and filed herewith at the Office of the Town Clerk.

PLANNING BOARD COMMENT: Articles 1 and 2 are companion articles. The motion printed in the Warrant is based upon passage of Article 2 as recommended by the Planning Board. The zoning changes proposed within this article were supported based upon the representation of Richmond Great Point Development, LLC ("RGP") that a Memorandum of Agreement followed by a Developer's Agreement would be executed between RGP and the Board of Selectmen ("BOS"). This binding agreement, if approved by the BOS, will require RGP to exercise the changes approved in Articles 1 and 2 as a package, and will not allow them to simply utilize the zoning map changes independently. The production of affordable housing is imperative to make progress toward the state mandated requirement of 10% of the year-round housing stock and implementation of the zoning provisions contained within Article 2 will provide for local control of the process.

FINANCE COMMITTEE COMMENT: To be provided at Town Meeting, pending review of the Memorandum of Agreement executed between the Board of Selectmen and Richmond Great Point Development, LLC.

Exhibit B

ARTICLE 2

(Zoning Bylaw Amendment: Workforce Housing)

To see if the Town will vote to amend the Code of the Town of Nantucket, Chapter 139 (Zoning), by taking the following actions:

1. Amend section 2 (definitions) to insert a new definition of “workforce housing” and to amend the existing definitions of “apartment building”, “affordable housing”, “apartment”, “eligible household”, “Nantucket Housing Needs Ownership Form”, to the extent necessary or required, and to insert any new definition or amend any existing definition to the extent necessary or required to implement the overall objectives of this article.
2. Amend section 7A (use chart) by inserting a new use(s) related to workforce housing dwelling units as necessary or required;
3. Insert a new section 8D, and/or to amend 8C, to provide new language, the purpose of which is as follows:
 - a. To incentivize the creation of workforce and affordable rental and ownership housing opportunities;
 - b. To promote consistency, quality, and flexibility in the site layout and design;
 - c. To mitigate traffic congestion by encouraging the creation of compact neighborhoods proximate to compatible adjacent commercial uses that reduce the need for vehicle trips to already congested areas, and;
 - d. To promote economic vitality and a greater diversity of housing opportunities in compliance with objectives contained within plans adopted or accepted by the Town of Nantucket, Nantucket Planning and Economic Development Commission, or the Nantucket Housing Authority.
4. Insert a new section 8D and/or amend 8C to provide new language for the allowance of density bonuses by the issuance of a special permit granted by the Planning Board, as follows:
 - a. To allow the aggregation of lots for apartment buildings for workforce housing at a density of 1 unit per 1,250 square feet of lot area in the CN district with a maximum of 20 dwelling units containing up to 40 bedrooms on a single lot;
 - b. To alter or remove the minimum lot size, frontage, setback(s), ground cover ratio, and regularity formula compliance as designated in section 16 for lots within the R-5 district.
 - c. To establish minimum “affordability” criteria, programmatic and design standards, including, but not limited to: establishing minimum percentages of units restricted based on income limits between 50% and 200% of the annual area median income, establishing the minimum duration of affordability

Exhibit B

restrictions, establishing interior and exterior features/finishes to marking rate units, requiring equal disbursement among market rate units.

5. To amend sections 16 (change 33 reference to 30) and 18 (specify apartment, apartment building, workforce housing apartment), 20 (screening waived where lots are in common ownership), 23 (exempt SF and duplex from site plan review), and any other section of the Bylaw implement the overall objectives of this article.

Or, to take any other action related thereto.

(Philip Pastan, et al)

PLANNING BOARD MOTION: Moved that Code of the Town of Nantucket, Chapter 139 (Zoning), be amended by taking the following actions:

1. Amend Section 2 (definitions) to insert two new definitions, of “workforce homeownership housing” and “workforce rental housing”, in alphabetical order with existing definitions, as follows:

WORKFORCE HOMEOWNERSHIP HOUSING

Ownership or rental of single family dwelling units, pursuant to §139-8D, where at least 25% of the total dwelling units are restricted to occupancy by households earning at or below the percentages of area median income set forth herein. An increment of 75% of the total 25% of the restricted units shall be restricted to occupancy by households earning at or below 80% of area median income. The remaining increment of 25% of the total 25% of the restricted units shall be restricted to occupancy by households earning at or below 175% of area median income.

WORKFORCE RENTAL HOUSING

Rental of multi-family dwelling units, pursuant to §139-8D, where at least 25% of the total dwelling units are restricted to occupancy by households earning at or below 80% of area median income.

2. Amend Section 7A (use chart) by inserting in the “Use” column, between “Duplex” and “Elder Housing Facilities” a new use “Workforce Rental Community” to be allowed by Special Permit (SP) in the CN district only.
3. Insert a new Section 8D as follows:

D. Special permit issued by the Planning Board to create workforce homeownership housing in the R-5 zoning district through a Workforce Homeownership Housing Bonus Lots allowance and in the CN zoning district through a Workforce Rental Community. The purpose of this provision is to incentivize the creation of workforce and affordable rental and ownership housing opportunities; to promote consistency, quality, and flexibility in the site layout and design; to mitigate traffic congestion by encouraging the creation of compact neighborhoods proximate to compatible adjacent commercial uses that reduce the need for vehicle trips to already congested areas, and; to promote economic vitality and a greater diversity of housing opportunities in compliance with objectives contained within plans adopted or accepted by the Town of Nantucket, Nantucket Planning and Economic

Exhibit B

Development Commission, or the Nantucket Housing Authority. This Bylaw, which sets a minimum size lot area, is intended to allow for aggregation of buildings, parking spaces, and open areas to improve design quality. Consistent design quality shall be applied to all dwelling units and affordable units shall be distributed evenly throughout the development.

(1) Requirements.

- a. The following requirements shall apply to Workforce Homeownership Housing Bonus Lots in the R-5 zoning district and to Workforce Housing Rental Community in the CN zoning district.
 - i. Minimum lot requirement of 60,000 square feet;
 - ii. The term of affordability shall be in perpetuity or the longest term allowed by law;
 - iii. The application shall be subject to Major Site Plan Review;
 - iv. The Planning Board shall be the sole special permit granting authority for any relief pursuant to any provision of this Chapter;
 - v. Planning Board approval of a special permit shall not substitute for approval of a definitive subdivision or approval not required (ANR) plan.
 - vi. Project must be eligible for approval as Local Action Units (LAU) through the Local Initiative Program (LIP) or otherwise included on the Town's Subsidized Housing Inventory. It shall be the responsibility of the applicant to take all reasonable steps necessary to ensure the units are included, including without limitation, preparation and execution of a Regulatory Agreement in a form to be approved by the Town of Nantucket, through its Board of Selectmen, and by the Department of Housing and Community Development ("DHCD") and provision of any other documents requested by DHCD.

(2) Workforce Homeownership Housing Bonus Lots.

- a. Bonus lots, subject to the requirements below, shall be based on the number of building lots which could have been created through a conventional subdivision plan. The maximum number of building lots, excluding any bonuses, shall not exceed the number which may have otherwise been created on a conventional subdivision plan meeting all dimensional and upland requirements of the Zoning Bylaw and in full conformance with (and requiring no waivers from) the "Rules and Regulations Governing the Subdivision of Land," as may be amended by the Planning Board from time to time, as demonstrated by the submission of a dimensioned lotting plan. For all density calculations that result in a fractional number, only fractions equal to or greater than 0.51 should be rounded to the next highest whole number.
 - i. The total number of lots shall be calculated by multiplying the number of lots allowed by-right, as described above, by a factor of 1.33.
 - ii. 25% of the total number of lots allowed, using the bonus provision, must be allocated and restricted to ownership by households earning at or below the area median income limits set forth in the definition of Workforce Homeownership Housing, as defined in §139-2, or, the rental dwelling units located on the lots achieved through the bonus provision must be restricted to households earning at or below 80% of area median income. Said lots shall be subject to a Nantucket

Exhibit B

Housing Needs Covenant -Ownership Form or other instrument restricting sale or rental to households earning at or below the area median income limits set forth in the definition of Workforce Homeownership Housing, as defined in §139-2.

- b. The Planning Board may reduce, by up to 100%: the front yard setback (but not the side or rear yard setbacks applied to the perimeter of the project area), internal side or rear yard setbacks (meaning setbacks between lots which are the subject of the application), side or rear yard setbacks between the lots which are the subject of the application and other land in common ownership or control of the applicant, and the required frontage, provided that the lot has sufficient vehicular access through an easement.
- c. The Planning Board may allow an increase in the ground cover ratio up to 50%.
- d. A minimum buffer area of at least 20 feet shall be established between the Workforce Homeownership Housing Bonus Lots and residentially zoned abutting properties. The Planning Board may require the buffer area to include plantings, fencing, walls, or other improvements to mitigate impacts to abutting properties.

(3) Workforce Rental Community

- a. Rental dwelling units in one or more structures, shall be subject to the following requirements:
 - i. The maximum number of dwelling units shall not exceed 32, at least 8 of which must (25% of which) be restricted to occupancy by households earning at or below 80% of area median income. An instrument, in a form approved by the Planning Board, restricting rental of at least 8 of the dwelling units to households earning at or below 80% of area median income must encumber the subject lot(s);
 - ii. The maximum number of bedrooms contained within the Workforce Rental Community Lot shall not exceed 57;
 - iii. At least 10% of the total dwelling units within the Workforce Housing Rental Community must contain at least 3 bedrooms, unless such requirement is reduced by a future binding directive from the Commonwealth of Massachusetts Department of Housing and Community Development which confirms that fewer than 10% three bedroom units may be included in the Workforce Rental Community while still confirming that all of the units in the Workforce Rental Community shall be eligible for inclusion on the Town's Subsidized Housing Inventory. In such an instance, the Planning Board shall have the discretion to approve fewer 3 bedroom units within the Workforce Rental Community, in conjunction with the issuance of the special permit, as long as the requirement described above with respect to confirmation of the eligibility of all of the units in the Workforce Rental Community relative to inclusion on the Town's Subsidized Housing Inventory has been met.
- b. A minimum buffer area of at least 20 feet shall be established between the Workforce Rental Community and residentially zoned abutting properties.

Exhibit B

The Planning Board may require the buffer area to include plantings, fencing, walls, or other improvements to mitigate impacts to abutting properties.

- c. The Planning Board may, in addition to those requirements included in §139-23, require submission of additional documentation, including without limitation, detailed floor plans, operation and management plan for the project, including maintenance of the structure(s) and the site.
 - d. The Planning Board may reduce, by up to 100%, the side and rear yard setbacks where two or more Workforce Rental Community Lot projects are adjacent to each other.
4. Amend Section 18B by adding an asterisk after "Apartment" and inserting the following language under the "Notes" section:

*For interpretation purposes, apartment shall include the following uses contained within the Use Table in §7A: apartment, apartment building, garage apartment, and workforce rental community.
 5. Amend Section 23A(1) as follows:

The construction or alteration of any single-family or duplex dwelling, or building accessory to such dwelling, except when such dwellings are an integral part of workforce homeownership housing bonus lots or a workforce rental community application pursuant to § 139-8 of this chapter, major commercial development application pursuant to § 139-11 of this chapter, and except where such dwellings are located in the Moorlands Management District, § 139-13 of this chapter;

6. Amend section 16A as follows:

Except as expressly provided by § 139-330 of this chapter...

PLANNING BOARD COMMENT: A locally based process for the creation of affordable/workforce housing units, as opposed to the 40B application process that is strictly controlled by the state, will become available if this zoning amendment is passed. Local regulations, including those regulations within the purview of the Historic District Commission, will guide the process for ownership and rental housing production.

FINANCE COMMITTEE COMMENT: To be provided at Town Meeting, pending review of the Memorandum of Agreement executed between the Board of Selectmen and Richmond Great Point Development, LLC.

**2019 MEMORANDUM OF AGREEMENT
BETWEEN
RICHMOND GREAT POINT DEVELOPMENT, LLC
AND
TOWN OF NANTUCKET**

This Memorandum of Agreement (this “Agreement”) is entered into by and between Richmond Great Point Development, LLC, a Delaware limited liability company, with a usual place of business at 23 Concord Street, Wilmington, Massachusetts 01887 and its successors in interest (hereinafter “Richmond”), and the Town of Nantucket, a municipal corporation organized under the laws of the Commonwealth of Massachusetts, with a usual place of business at Town & County Building 16 Broad Street, Nantucket, Massachusetts 02554 (the “Town”), acting by and through its duly elected Board of Selectmen (the “Board of Selectmen”). Richmond, the Town, and Board of Selectmen are sometimes collectively referred to in this Agreement as the “Parties” and each a “Party.”

RECITALS:

WHEREAS, the Parties have entered into that certain “2015 Richmond Great Point Development, LLC/Town of Nantucket Memorandum of Agreement” dated as of November 9, 2015 (the “2015 Agreement”);

WHEREAS, as set forth in greater detail in the 2015 Agreement, Richmond seeks to develop the Property (as defined in the 2015 Agreement) for multi-family rental housing and single-family home ownership, with an affordability component that is defined in the 2015 Agreement and in the Workforce Housing Permits and Approvals, as that term is defined infra (the “Project”);

WHEREAS, Richmond obtained the following permits and approvals (collectively the “Workforce Housing Permits and Approvals”) from the Planning Board of the Town of Nantucket for the Project:

1. Special Permit Decision with Major Site Plan Review concerning the “Meadows II” Workforce Rental Housing Development Project, dated February 23, 2017 (Planning Board File #40-16), and filed with the Nantucket Registry District of the Land Court as Document No. 155492;
2. Approval of a Definitive Subdivision Plan (AR) (see Planning Board File #8013) dated January 26, 2017;

3. Special Permit Decision with Major Site Plan Review concerning the “Sandpiper Place I” (South) Workforce Homeownership Development Project dated February 16, 2017 (Planning Board File #53-16), and filed with the Nantucket Registry District of the Land Court as Document No. 155431;
4. Approval of a Definitive Subdivision Plan (AR) (see Planning Board File #8024) dated January 26, 2017;
5. Special Permit Decision With Major Site Plan Review concerning the “Sandpiper Place II” (North) Workforce Homeownership Development Project dated February 17, 2017 (Planning Board File #54-16), and filed with the Nantucket Registry District of the Land Court as Document No. 155432;
6. Approval of a Definitive Subdivision Plan (AR) (see Planning Board File #8025) dated January 26, 2017; and
7. Approval of a Definitive Subdivision Plan (AR) for the “Old South Road Crossing” Subdivision (see Planning Board File #7988) dated January 26, 2017.

WHEREAS, the Parties have negotiated additional terms to the 2015 Agreement to govern their respective obligations in the development of the Project which are included herein;

WHEREAS, Richmond owns the fee interest in property shown as Lot A, Nancy Ann Lane, containing 33,129 square feet on a plan entitled “Taking Plan of Roadway in Nantucket, Mass.”, dated April 27, 2017, prepared by Hayes Engineering, Inc., a reduced copy of which is attached hereto as Exhibit A (the “Nancy Ann Property”), which is a portion of Nancy Ann Lane shown on Land Court Plan No. 16514-Z;

WHEREAS, Richmond also owns the fee interest in the properties shown as Lot A, Mayflower Circle containing 16,004 square feet; and Lot B, Daffodil Lane containing 12,338 square feet shown on a plan entitled “Taking Plan of Roadway in Nantucket, Mass.”, dated April 26, 2017, prepared by Hayes Engineering, Inc., a reduced copy of which is attached hereto as Exhibit B (the “Mayflower/Daffodil Properties”), which are portions of Mayflower Circle and Daffodil Lane shown as Lot 615 and Lot 663, respectively, on Land Court Plan No. 16514-40, (together with the Nancy Ann Property, collectively the “Subject Properties”);

WHEREAS, the Subject Properties are subject to the easement, access, and other rights of third-parties (such rights being hereinafter referred to as the “Third-Party Rights”), including, without limitation, those of the Cedar Crest III Homeowner’s Association Trust (the “Cedar Crest III HOA”);

WHEREAS, in order to develop and construct the internal roadways for the Projects pursuant to the Workforce Housing Permits and Approvals and to extinguish any Third-Party-Rights in the Subject Properties, a group of citizens petitioned the Board of Selectmen to place certain articles, Articles 95 through 98 inclusive, on the 2017 Annual Town Meeting Warrant;

WHEREAS, on April 1, 2017, the 2017 Annual Town Meeting (the “2017 ATM”) duly adopted Article 95 (Real Estate Acquisition: Nancy Ann Lane), Article 96 (Real Estate Conveyance: Nancy Ann Lane), Article 97 ((Real Estate Acquisition: Mayflower Circle, Daffodil Lane), and Article 98 (Real Estate Conveyance: Mayflower Circle, Daffodil Lane), as set forth in Exhibit C attached hereto (the “ATM Articles”);

WHEREAS, pursuant to the terms of that certain Memorandum of Understanding and Settlement Agreement, dated March 14, 2017, between Richmond and Cedar Crest III HOA, et al, certain third-parties, including without limitation, the Cedar Crest III HOA and certain owners of land with the Cedar Crest III subdivision, support the ATM Articles and the consummation of the takings described below;

WHEREAS, pursuant to Article 95 and Article 97, the Board of Selectmen is authorized to acquire by gift, purchase, or eminent domain, the fee title and all lesser interests in Nancy Ann Lane for public access and public safety purposes, and Daffodil Lane and Mayflower Circle for affordable housing purposes pursuant to Chapter 139, Section 8D of the Code of the Town of Nantucket from Richmond and any Third Parties, as that term in hereinafter defined (such transactions taken collectively being the “Takings”);

WHEREAS, the Takings are conditioned upon Richmond agreeing to reimburse the Town for any and all engineering, legal, and other costs incurred, as well as for the payment of any monetary damages relating to the takings by eminent domain pursuant to G.L. c. 79, and to any other costs and damages incurred by the Town related thereto;

WHEREAS, pursuant to Article 96 and Article 98, the Board of Selectmen is authorized to convey the fee and all lesser interests in the Subject Properties (such conveyances being the “Conveyances,” and such transactions together with the Takings, the “Transactions”);

WHEREAS, upon Richmond’s satisfaction of the conditions and terms set forth herein, and pursuant to the 2017 ATM Articles and G.L. c. 79, the Town acting by and through its Board of Selectmen will take by eminent domain the Subject Properties for the purposes for which they are authorized; and then upon the approval of Land Court Plans and the issuance of a Land Court Order issuing Certificates of Title in the name of the Town for the Subject Properties, the Town shall convey to Richmond the Subject Properties and all lesser interests thereto consistent with the purposes for which the Subject Properties were acquired;

WHEREAS, undertaking the Transactions and extinguishing the Third-Party Rights enable the development of the workforce and affordable housing in the Town of Nantucket pursuant to the Workforce Housing Permits and Approvals; and

WHEREAS, each Party will receive a substantial benefit from entering into this Agreement because consummating the Transactions will facilitate and expedite the completion of the Project;

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, and in further consideration of the mutual promises and covenants herein contained, the Parties, intending to be legally bound, hereby agree as follows and agree to perform their respective obligations described herein in accordance with the timeline attached hereto as Exhibit D:

AGREEMENT:

1. **Effect of Agreement.** The Parties agree that the agreements, terms, and conditions expressly set forth herein shall supersede, supplant, and replace the 2015 Agreement, excepting that Sections 7, the text beginning at line 15 through the end of Section 9, and Sections 16 through 20 inclusive in the 2015 Agreement only shall remain in effect.

2. **Restriction of Units.** In addition to those dwelling units, the sale of which Richmond is required to restrict to certain degrees of AMI affordability pursuant to the conditions of the Workforce Housing Permits and Approvals, Richmond agrees to the following, subject to the condition more fully detailed in subparagraph B below:

A. **Restriction of Additional Units.** Richmond shall restrict two (2) additional ownership units to 80% AMI affordability limits for a total of nineteen (19) 80% AMI ownership units, and restrict two (2) additional ownership units to 175% AMI ‘workforce’ affordability limits for a total of eight (8) 175% AMI ownership units in its Sandpiper Place I and Sandpiper Place II Workforce Homeownership Projects. For the avoidance of doubt, the Parties agree that Richmond is required to restrict only a net additional four (4) units at the applicable AMI limits previously set forth throughout the Sandpiper Place I and Sandpiper Place II Projects taken together. The additional units may be either single-family units or duplex units, or a combination thereof, at Richmond’s sole option. Each of the four (4) additional units shall be subject to a permanent deed restriction upon the same terms as the other 80% AMI ‘statutorily’ affordable and 175% AMI ‘workforce’ affordable’ units in Sandpiper Place I and Sandpiper Place II, consistent with the applicable Regulatory Agreements. The perpetual deed restrictions to the 80% AMI units shall be delivered to and enforceable by the Department of Housing and Community Development (hereinafter “DHCD”) and the Town; and the perpetual deed restriction to the 175% AMI

units shall be delivered to and enforceable by the Town and any monitoring agent retained by the Town as its designee.

B. *Condition Precedent to Performance.* (1) The Parties recognize that the terms and conditions of the Workforce Housing Permits and Approvals restrict the construction and sale of 80% AMI affordable housing units and 175% AMI workforce affordable housing units within the Project if any individual building lot contains in excess of a single-family dwelling unit. Richmond has agreed, as to require otherwise would render an uneconomic condition, to provide the four (4) additional units contemplated in subparagraph A above only insofar as Richmond is able to construct and sell two (2) 80% AMI affordable housing units upon one (1) building lot, and to construct and sell two (2) 175% AMI workforce affordable housing units upon one (1) building lot, presently in contravention of the conditions of its Special Permits. There will be no change of the total number of lots (both buildable and unbuildable), permissible bedrooms, and permissible duplex style dwellings (each as are more particularly described in the Special Permits) within the Project. Accordingly, Richmond, within five (5) business days following the execution of this Agreement, shall apply for a modification to its Special Permits for the projects (as applicable) as may be necessary to permit its construction and sale of the additional 80% AMI affordable and 175% workforce affordable housing units as attached duplex style dwellings, two (2) units sharing one (1) lot each. The Town shall use reasonable efforts to support Richmond's application to obtain the modifications of the Special Permit by the Planning Board. In the event that the Planning Board of the Town of Nantucket shall deny or constructively deny Richmond's request to modify the Special Permits, then Richmond and the Town shall work cooperatively and in good faith to come to an agreement as to an alternative arrangement, provided, however, that Richmond shall not be required to accept any condition of approval imposed by the Planning Board which is reasonably expected to increase its costs of completing the Projects or which requires any additional level or quality of affordability, requirements not requested in the modification contemplated in this subsection (1) of Section 2B, and those that are not otherwise set forth in the Workforce Housing Permits and Approvals or in this Agreement; and

(2) The Parties recognize that DHCD maintains certain discretionary authority to review and approve the character of the Projects as have been permitted by the Planning Board of the Town of Nantucket and will be applied for as Local Action Units by the Town pursuant to the Local Initiative Program. Accordingly, in the event that DHCD does not permit the construction and sale of the additional AMI restricted homeownership units as has been contemplated by the Parties, to wit the construction and sale of attached duplex style dwelling units, then Richmond and the Town shall work cooperatively and in good faith to resolve any dispute or challenge to the applications from DHCD, provided, however, that Richmond shall not be required to accept any condition of approval which is

reasonably expected to increase its costs of completing the Projects or which requires additional levels of affordability or requirements, not requested in the modification of the Special Permits and not otherwise set forth in the Workforce Housing Permits and Approvals or in this Agreement.

C. If after forty-five (45) days following the use of best efforts, the Parties cannot resolve the disputes or reach an alternative arrangement mutually acceptable to the Parties, this Agreement shall terminate without recourse.

3. **LIP / LAU Applications.** Within five (5) business days of the execution of this Agreement, the Town agrees to execute each of the three (3) distinct LIP / LAU Applications for the Project (hereinafter the “Applications”), provided it has received from Richmond all of the marketing materials, affirmative fair housing marketing plans, and all other related and incidental documentation required such that the Applications be considered complete by DHCD. The Town agrees to submit the completed Applications to DHCD for approval within three (3) business days of its receipt of the aforementioned materials from Richmond. If DHCD shall deny the Town’s applications, or approve them subject to conditions which are not acceptable to Richmond, Richmond and the Town shall work cooperatively and in good faith to resolve any dispute or challenge to the applications from DHCD, provided, however, that Richmond shall not be required to accept any condition of approval which is reasonably expected to increase its costs of completing the Projects or which requires an additional level or quality of affordability or requirements not otherwise set forth in the Workforce Housing Permits and Approvals or in this Agreement.

4. **The Takings and Dispositions.** In further consideration of Richmond’s agreement to restrict the sale of four (4) additional homeownership units within its Sandpiper Place Projects to households meeting certain affordability and eligibility criteria, the Town agrees that the Takings and dispositions of the Subject Properties shall be prosecuted in accordance with the terms of this Agreement, and the following provisions:

A. ***Richmond’s Obligations.*** Richmond shall (i) undertake the preparation of the taking plans of the Subject Properties (the “Taking Plans”) and follow the requisite procedures for the approval of the Taking Plans as approval not required plans (ANR Plans), and (ii) engage an independent appraiser to conduct appraisals (the “Appraisals”) of the property values of the Subject Properties and any other properties or interests which may be subject to claims by their owners of monetary damages in compliance with G.L. c. 79, at its sole cost and expense. Furthermore, in order to obtain building permits for not less than forty-eight (48) units of the Meadows II Project, Richmond has applied to the Board of Building Regulations and Standards (hereinafter “BBRS”) for waivers (variances from the International Building Code (IBC), as amended and in force and effect in Massachusetts) of the requirement for the installation of impact resistant windows in the

Meadows II Project, and a hearing will be scheduled with BBRS for a determination on its request for the waivers / variances. Within fourteen (14) days of the later of (i) Richmond's receipt of the grant of its waivers / variances from BBRS, and (ii) the expiration of any period of appeal of BBRS's decision to grant one or more of the requested waivers / variances, Richmond shall file complete building applications with the Town of Nantucket Building Department for not less than forty-eight (48) units in the Meadows II Workforce Rental Apartment Project.

B. Town's Obligations. The Town shall with reasonable diligence (i) publish and deliver all notices as required pursuant to G.L. c. 79 to convene a public meeting and hearing on the Takings on or before January 30, 2019, time being of the essence; and thereafter (ii) observe and perform any other substantive or procedural acts required by applicable law for the adoption by the Board of Selectmen of one or more Orders of Taking of the fee and all lesser interests in each of the Subject Properties from Richmond and all owners of record, by eminent domain pursuant to G.L. c. 79, and any and all applicable provisions of the Charter of the Town of Nantucket by the Board of Selectmen within the succeeding thirty (30) day period, time being of the essence. Prior to the vote of the Takings of the Subject Properties, the Town shall review and accept the title to the Subject Properties, provided there are no outstanding monetary encumbrances against the Subject Properties. In the event that there exist monetary encumbrances against the Subject Properties, Richmond shall at its sole cost, expense, and effort cause any such monetary lien or financial encumbrance to be discharged or partially released, prior to the taking thereof and provide the Town with evidence of such discharge or release in recordable form. Notwithstanding the foregoing, the Town shall not be required to vote to adopt any Order of Taking unless and until (1) Richmond has delivered to the Town duly executed Regulatory Agreements for the Projects for filing with DHCD; (2) Richmond has delivered to the Town discharges or releases of monetary liens or financial encumbrances concerning the Subject Properties in accordance with this Agreement, if any are required; and (3) DHCD has approved the Town's application for Local Action Units (LAUs) pursuant to the Local Initiative Program (LIP) for the Meadows II Workforce Rental Apartment Project.

C. Taking Order; Award Amounts. The Town shall take the Subject Properties pursuant to the terms of an Order of Taking (the "Taking Order") in such form as shall be agreed to by the Parties, and the Town shall award Richmond the sum of One Dollar (\$1.00) for the Takings, which Richmond hereby acknowledges is just compensation for the Takings. The Parties acknowledge that pursuant to G.L. c. 79, any holder of any interest of Third-Party-Rights (each such person, a Third Party") may be entitled to an eminent domain award of damages in compensation for its rights taken in the Subject Properties (each such award, a "Third Party Award"). Upon recording of the Order of Taking, the Town shall, within sixty (60) days, give notice of the Taking pursuant to

G.L. c. 79, § 7C to every person, including every mortgagee of record, whose property has been taken or who is otherwise entitled to damages on account of the Taking, and the amount of damages, if any, awarded. The Town shall offer each Third Party a Third Party Award equal to the value determined by the Appraisals, in the amount of One Dollar (\$1.00). Pursuant to G.L. c. 79, § 14, the Third Party may petition the superior court to determine his award of damages. Richmond and the Town shall notify the other Party immediately upon receipt of notice related to a Third Party appeal or proposed appeal to the amount of the Third Party Award.

D. *Indemnification for Monetary Claims or Damages.* Richmond shall forever, release, indemnify, defend and hold the Town and its employees, officers, agents, and representatives, harmless from and against any and all claims, demands, suits, actions, costs, judgements whatsoever, including reasonable attorneys' fees and expenses, which may be imposed upon, incurred against, or asserted against the Town or its agents, employees, successors and assigns for any monetary damages claimed by Third Parties related to the Takings of the Subject Properties and any rights therein pursuant to G.L. c. 79 or any other damages, including waiver of damage awards and any costs incurred by the Town related thereto.

E. *Issuance of Certificates of Title of Subject Properties.* Within five (5) business days of the adoption of the Order of Taking, the Town shall record the Taking Plans and file the Order of Taking with the Nantucket Registry District of the Land Court as the Subject Properties are registered land. Following recordation of the Order of Taking, the Town Counsel shall immediately (i) cause the Taking to be registered against the Certificates of Title of the Subject Properties affected thereby, (ii) prepare and present a division plan prepared by Richmond and corresponding S-Petition to the Chief Title Examiner of the Land Court Department of the Trial Court sitting in Boston, Massachusetts, requesting (a) approval of the plan, and (b) issuance of new Certificates of Title in the name of the Town for the Subject Properties. The legal fees, engineering fees, and any additional costs and expenses for the preparation of the division plan and the filing and recording fees for the plans and documents shall be reimbursable to the Town by Richmond within a reasonable time following its delivery to Richmond of an invoice therefor.

F. *The Conveyances.* Within fourteen (14) days after the Town's receipt of the Order for the issuance of new Certificate(s) of Title of the Subject Properties in the name of the Town by the Land Court Department of the Trial Court of the Commonwealth of Massachusetts the Town shall deliver to Richmond three (3) quitclaim deeds of the fee interest in the separate Subject Properties (the "Deeds") in such form as shall be agreed to by the Parties, provided, however, such Deeds shall not be subject to any Third Party Rights or other encumbrances or restrictions of any kind or nature which are not acceptable to

Richmond. Any and all legal fees incurred by the Town and the filing and recording fees with respect to the preparation of Deeds and their fees as are payable to the Nantucket County Registry District of the Land Court which are related to the Deed(s) of the Subject Properties, shall be borne by Richmond. The conveyance of the Subject Properties by the Town to Richmond shall be in accordance with applicable law, including but not limited to G.L. c. 30B and applicable provisions of the Town Charter, provided, however, the Town agrees that the Conveyances pursuant to this Agreement shall not require a request for proposal within the meaning of G.L. c. 30B, as the appraised value of each of the Subject Properties is less than thirty-five thousand (\$35,000) dollars. Notwithstanding the foregoing however, the Town shall have no obligation to convey the Subject Properties to Richmond unless and until (1) DHCD has approved, executed and delivered to the Parties hereto the Regulatory Agreements for the Project; and (2) Richmond has obtained building permits for not less than forty-eight (48) units of its Meadows II Workforce Rental Apartment Project. Upon Richmond's receipt of the building permits for not less than forty-eight (48) units at Meadows II Workforce Rental Apartment Project, the Town shall request that DHCD certify or inventory upon the Town's Subsidized Inventory ("SHI List") any LAUs created by the Project under the so called "Housing Production Plan (HPP) Compliance" safe harbor provided for in the DHCD Guidelines at 760 CMR 56.03(4) (f) and 760 CMR56.04, respectively. However, prior to the Town's request to DHCD to certify the HPP, the Board of Selectmen agrees to vote to authorize one (1) or two (2) Board Members to execute the Deeds to the Subject Properties on the first (1st) business day following the Town's receipt of the above-described Land Court Order(s) and Richmond's receipt of the building permits for not less than forty-eight (48) units at Meadows II Workforce Rental Apartment Project.

5. **Monetary Considerations.** In order to mitigate the economic and financial impact to Richmond of restricting the sale of additional homeownership at less than fair market values to buyers earning at or below certain AMI affordability limits, the Parties agree as follows:

A. ***Consideration for Conveyances.*** Each of the three (3) conveyances shall be considered separate transactions for purposes of uniform procurement. The value of the Subject Properties to be conveyed by the Town to Richmond shall be allocated between the Subject Properties as follows:

Property Component	Land SF	Total Cost	Cost Per SF
Nancy Ann Lane	33,129	\$ 24,850.00	\$ 0.75
Mayflower Circle	16,004	\$ 20,800.00	\$ 1.30
Daffodil Lane	12,721	\$ 16,500.00	\$ 1.30
Total (of all Properties)	61,854	\$ 62,150.00	\$ 1.00

The Parties acknowledge and agree that appraised values of the Subject Properties is fair, reasonable, and adequate consideration for the Town, the Town recognizing that the foregoing appraised values (both total and costs per square foot) were derived from an independent appraisal conducted by a licensed MAI appraisal firm. Accordingly, the Town agrees that it shall not conduct, or cause to be conducted, any further appraisal of the Subject Properties or the valuation methodologies determining the appraised values listed above. In consideration of the Town's receipt of the benefits of the two additional 80% AMI affordable restricted home ownership units and the two additional 175% AMI workforce affordable restricted home ownership units as described in Section 2 above, the Town agrees to accept one dollar (\$1.00) as consideration for the Deed(s).

B. *Privilege and Connection Fee Waivers.* The Town hereby agrees, at the time of Richmond's application therefor to the Sewer Department, to cause any and all sewer privilege and connection fees to be waived to zero (\$0.00) dollars for all of the for-sale 80% AMI affordable restricted units within the Project eligible for the SHI List, and for the two (2) additional 175% AMI workforce affordable restricted units within the Project.

6. *The Closing of the Transactions.* Richmond and the Town shall proceed with reasonable diligence to complete the Transactions, time being of the essence. The Parties agree to complete their respective obligations in accordance with the timelines shown upon Exhibit D attached hereto and incorporated herein by reference.

7. *Review of Transaction Documents.* Richmond shall have the express right, with at least two (2) business days' notice given by the Town, to review and offer comments on any and all transaction documents and filings related to the legal and procedural actions to be performed by the Town that are necessary or helpful in consummating the Transactions, including, without limitation, the Order(s) of Taking, the Deeds and any petition the Town may make to the Land Court.

8. *Reimbursement of Costs to the Town.* In satisfaction of the requirements imposed under Article 95 and Article 97, Richmond shall pay directly or reimburse the Town within thirty (30) days of the Town's written request therefor and upon receipt of evidence that such costs or charges have been incurred by the Town reasonably satisfactory to Richmond, any and all reasonable costs incurred in the processing and implementation of the Transaction including, without limitation, any engineering fees, legal fees, advertising and notice costs, the payment of any monetary damages related to the taking by eminent domain pursuant to G.L. c. 79 (i.e., the Third Party Awards), and any other damages, expenses, or costs related thereto, including the Town's legal costs related to the preparation and negotiation of this Agreement.

9. **Satisfaction of Conveyance Requirements.** In satisfaction of the requirements arising under Article 96 and Article 98, each Party hereby acknowledges and agrees that each of the Conveyances are consistent with the purposes for which the interests in the Subject Properties were acquired and will serve to expedite the development of the workforce and affordable housing projects and the placement of the eligible units on the SHI List.

10. **Construction and Completion of Units.** Richmond agrees to commence construction of not less than forty-eight (48) rental apartment units in its Meadows II Workforce Rental Apartment Project within sixty (60) days of the conveyance from the Town to Richmond of the Subject Properties. Additionally, Richmond agrees that its construction of not less than forty-eight (48) units within its Meadows II Workforce Rental Apartment Project shall be completed within eighteen (18) months of the issuance of building permits for said units.

11. **Layout and Construction of Internal Roadways and Improvements.** Richmond, at its sole cost and expense, agrees to layout and construct the internal roadway system, infrastructure and related improvements in accordance with applicable law and all Town approved plans, specifications, and roadway standards, all in accordance with the Workforce Housing Permits and Approvals, which internal roadway systems and improvements shall be completed as set forth in the applicable Special Permit or Approval of Definitive Subdivision Plans comprising the Workforce Housing Permits and Approvals. Richmond hereby grants to the Town and its consultants, employees, agents and representatives the right, from time to time, to enter the work site for the internal roadways to make periodic inspections of the work performed pursuant to the approved subdivision and layout plans and the Workforce Housing Permits and Approvals.

12. **Acceptance of Internal Roadways by County.** Upon completion and satisfactory inspection of the internal roadway systems and improvements by the Town and Town officials (i.e., its engineers and consultants), Richmond shall prepare layout plans for the layout of the internal roadways system, as shown on the layout and subdivision plans approved by the Town and deliver said plans to the County. Pursuant to G.L. c. 82, the County shall publish and deliver the requisite notices, observe and perform all other substantive and procedural acts required by applicable law requisite for the layout of the roadways including holding a public hearing for the layout of the internal roadways. Upon a vote of the County Commissioners pursuant to the Nantucket County Charter, the County shall accept the layout of the internal roadways as public ways. Richmond, or its successor(s) in title, shall grant easements to the County over the internal roadways for public way purposes in a form acceptable to the County, which shall be accepted by the County. No additional considerations, including without limitation, monetary considerations, shall be exchanged for the County's acceptance thereof, the Parties hereto recognizing that the considerations exchanged in this Agreement are sufficient and binding of the County's future act, participation, and cooperation.

13. **Maintenance of Internal Roadways.** Prior to the County's acceptance of the layout for the internal roadways and the easements for public way purposes thereon, Richmond shall be responsible for the maintenance of the internal roadway system and improvements, including snowplowing and sanding. Upon the County's acceptance of the layout and easements of the roadways and Richmond's conveyance of its title in fee to the roadways, and its rights and obligations of the internal roadway system and improvements thereon to the homeowner's association trusts (the "Trusts") established by Richmond pursuant to the Workforce Housing Permits and Approvals, the Trusts shall then be responsible for the maintenance of the roads and improvements, including snowplowing and sanding. In order to ensure that the Trusts have sufficient funds for the maintenance of the roadways and their improvements, the Trust documents shall provide for the establishment of a maintenance fund for the maintenance of the roadways and improvements. The Trust documents shall be reviewed and approved by the Town for compliance with these provisions. For the avoidance of doubt, the Parties agreed that an initial fund in the amount of five thousand and 00/100 (\$5,000.00) dollars shall be sufficient for roadway maintenance purposes, including sanding and plowing. In the event that the Trusts are unable to maintain the roadways and improvements, then the Town may enter the Trusts' property for purposes of maintenance, but does not have the obligation to do so. In the event that the Trusts are unable to maintain the roads and improvements as obligated, the Town may assume the responsibility for the maintenance and assess the Trusts and their members the cost of such maintenance.

14. **Enforcement.** If Richmond fails to observe or perform its covenants, obligation or agreements hereunder within thirty (30) days of receiving notice from the Town of such default, specifying the nature of such default, then the Town reserves any and all remedies available to it under this Agreement, or at law or in equity, unless emergency conditions require actions sooner than thirty (30) days to prevent, abate or mitigate any further damages, in which case the Town in its discretion may exercise its rights at law or in equity to prevent further damages. The Parties hereto acknowledge that the award of money damages may not be adequate to remedy any breach or threatened breach of the terms of this Agreement and therefore, in the event of a breach or a threatened breach by any party hereto of any of the terms, covenants, restriction or conditions hereof, the non-breaching party shall be entitled forthwith to full and adequate relief by temporary or permanent injunction and/or all such other available legal and equitable remedies from the consequences of such breach and/or specific performance. Notwithstanding anything to the contrary contained herein, no party shall have any liability or responsibility for any consequential, special, or indirect damages.

15. **Miscellaneous.** The following provisions shall govern the operation and interpretation of, and are material terms to, this Agreement between the Parties:

A. **Incorporation of Recitals.** The Recitals appearing after the preamble to this Agreement and before the Agreements made between the Parties are hereby made a part

of this Agreement and each Party acknowledges that each Recital is true and accurate. Headings, caption, and marginal notes appearing in this Agreement are intended for convenience only, and unless expressed otherwise to the contrary herein, do not constitute, and shall not be interpreted to be a part of this Agreement.

B. **Amendments.** Any amendment, termination, modification, or alteration to this Agreement is binding only if in writing with the same formalities as this Agreement and is executed by all applicable Parties hereto.

C. **Advice of Counsel.** The Parties acknowledge they had advice of counsel before executing the Agreement. Each of the Parties have participated in the drafting of this Agreement and as such, there shall be no presumption that any provision hereof shall be construed detrimentally to the draftsman in accordance with any doctrine of contra proferentem.

D. **Notices.** All notices and other communications required or permitted to be given under or by reason of this Agreement shall be in writing by delivering the same in person to the intended addressee, by overnight courier service with guaranteed next day delivery or by certified United States mail, postage prepaid sent to the intended addressee at the applicable address set forth herein or to such different address as the Town or Richmond shall have designated by written notice to the other sent in accordance herewith. Such notices shall be deemed given when received, or if earlier, in the case of delivery by courier service with guaranteed next day delivery, the next day or the day designated for delivery, or in the case of delivery by certified United States mail, two (2) business days after deposit therein. In the case of any notice, a copy thereof, shall be sent by means consistent with the primary addresses, to legal counsel for such addressee as follows facsimile, US mail or overnight mail:

To: Town: Town of Nantucket Board of Selectmen
 Town & County Building
 16 Broad Street
 Nantucket, MA 02554

With a copy to: C. Elizabeth Gibson
 Town Manager
 Town & County Building
 16 Broad Street
 Nantucket, MA 02554

With a copy to: Vicki S. Marsh, Esq.
 KP Law, P.C.

101 Arch Street
Boston, MA 02110

To: Richmond: Philip Pastan, Manager
Richmond Great Point Development, LLC
23 Concord Street
Wilmington, MA 01887

With a copy to: Andrew D. Burek, Esq.
The Richmond Company, Inc.
23 Concord Street
Wilmington, MA 01887

E. **Counterparts.** This Agreement may be executed in any number of counterparts which together shall constitute one instrument binding on all parties hereto.

F. **Further Assurances.** The Parties hereto agree to take all necessary and reasonable actions to effectuate the purposes and intents of this agreement including, without limitation, executing any and all documents and shall take any additional action, or actions, as may be necessary or appropriate to give full force and effect to the terms and intent of this Agreement

G. **Assignment.** Richmond may not assign or transfer all or any portion of the benefits or obligations of this Agreement without the prior written consent of the Town, not to be unreasonably withheld. The Parties agree that such consent shall not be withheld if Richmond shall sell any component of the Project to bona-fide third-party purchaser for value and such purchaser agrees to accept, undertake, and be bound by the promises and obligations contained herein. The Town may not assign or transfer all or any portion of the benefits or obligations of this Agreement without the prior written consent of Richmond.

H. **Severability.** If any provisions of this Agreement, or the application thereof to any person, entity, or circumstance, shall to any extent be prohibited or held invalid or unenforceable, the remainder of this agreement or the remainder of such provision and the application thereof to other persons, entities, or circumstances (other than those as to which it is prohibited or held invalid or unenforceable) shall not be affected thereby, and each term and provision hereof shall be valid and enforced to the fullest extent permitted by law. To the extent permitted by law, the parties hereto waive any provision of law which renders any such provision of the application thereof to any person or entity.

I. **Integrated Agreement.** This Agreement embodies the entire agreement and understanding between the Parties with respect to the subject matter hereof and supersedes all prior agreements and understands relating to the subject matter.

J. **Governing Law.** This agreement is executed and delivered in the Commonwealth of Massachusetts, and for all purposes shall be construed in accordance with and governed by the laws of the Commonwealth of Massachusetts, without giving effect to the conflict of law provisions to the contrary. The Parties hereto submit to the exclusive jurisdiction of the courts of the Commonwealth of Massachusetts for all purposes.

[Signature Pages Follow.]

IN WITNESS, the parties hereunto set their hands and fixed their seals as of

January 9, 2019.

TOWN OF NANTUCKET
By its Board of Selectmen

Jason Bridges, Chair



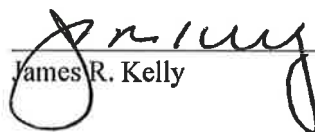
Dawn E. Hill Holdgate, Vice Chair



Matthew G. Fee



Rita Higgins



James R. Kelly

COUNTY OF NANTUCKET
By its County Commissioners


Rita Higgins, Chair


James R. Kelly

Jason Bridges



Matthew G. Fee



Dawn E. Hill Holdgate

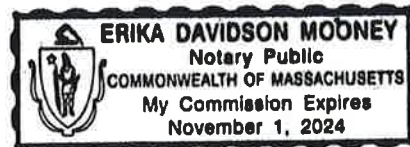
COMMONWEALTH OF MASSACHUSETTS

Nantucket, SS.

On this 10 day of January, 2019, before me, the undersigned notary public, personally appeared the above-named, ~~Jason Bridges~~, Dawn E. Hill Holdgate, Matthew G. Fee, Rita Higgins and James R. Kelly, Members of the Board of Selectmen of the Town of Nantucket, who proved to me through satisfactory evidence of identification, which was personal knowledge of the undersigned, to be the persons whose names are signed on the preceding document or attached document and acknowledged to me that they signed it voluntarily as the free act and deed of the Board of Selectmen of the Town of Nantucket.



NotaryPublic
My Commission Expires:



COMMONWEALTH OF MASSACHUSETTS

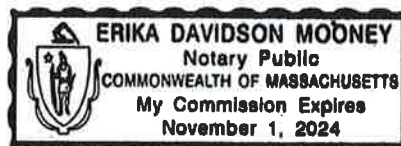
Nantucket, ss.

On this 10 day of January, 2019, before me, the undersigned notary public, personally appeared the above-named Rita Higgins, James R. Kelly, ~~Jason Bridges~~, Matthew G. Fee, and Dawn E. Hill Holdgate, County Commissioners of the County of Nantucket, who proved to me through satisfactory evidence of identification, which was personal knowledge of the undersigned to the persons whose names are signed on the preceding document or attached document and acknowledged to me that they signed it voluntarily as the free act and deed of the County Commissioners of the County of Nantucket.

Erika Davidson Mooney

Notary Public

My Commission Expires:



**RICHMOND GREAT POINT
DEVELOPMENT, LLC**

By: _____
Name: Philip Pastan
Title: Manager

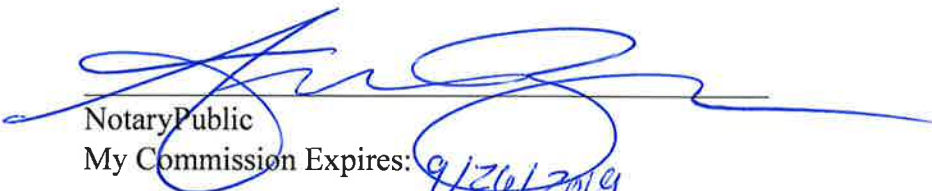


JP
1/19/19

COMMONWEALTH OF MASSACHUSETTS

Middlesex, SS.

On this 11th day of January, 2019, before me, the undersigned notary public, personally appeared the above-named, Philip Pastan, Manager of Richmond Great Point Development, LLC, as aforesaid, who proved to me through evidence of identification, which was Personal Knowledge, to be the person whose name is signed on the preceding document and acknowledged to me that he signed it voluntarily for its stated purposes as the free act and deed of Richmond Great Point Development, LLC, in his capacity as aforesaid.


Notary Public

My Commission Expires: 9/26/2019



[illegible]

Exhibit B
The Mayflower/Daffodil Properties

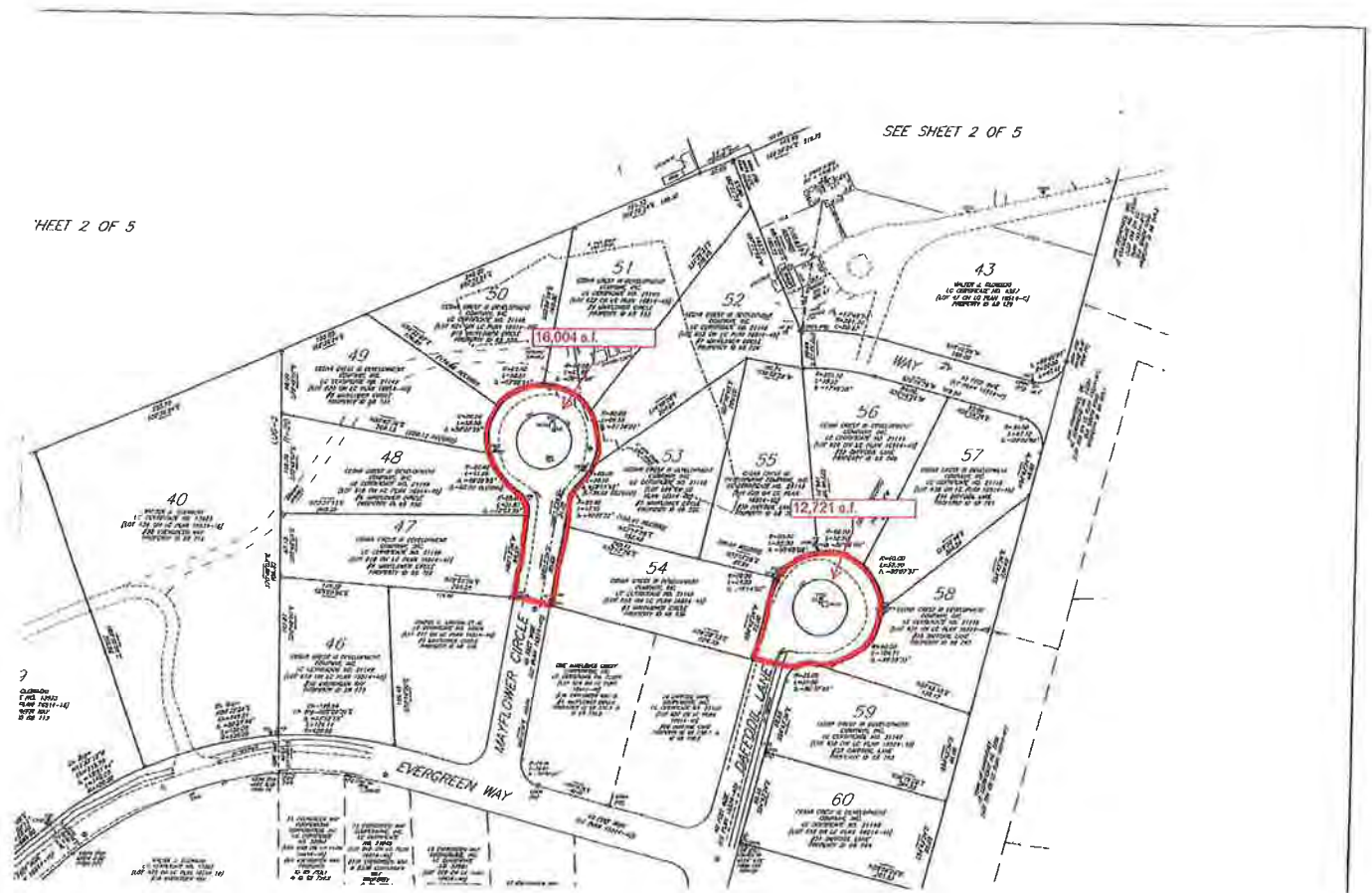


Exhibit C

The ATM Articles

ARTICLE 95

(Real Estate Acquisition: Nancy Ann Lane)

To see if the Town will vote to authorize the Board of Selectmen to acquire by gift, purchase or eminent domain, for public access and public safety purposes and for purposes of conveyance of the fee title or lesser interests therein, together with any and all public and / or private rights, in the land, including a portion of the existing right of way of known as Nancy Ann Lane as depicted on Land Court Plan 16514-Z, consisting of approximately 33,129 square feet, as shown on the plan attached hereto and on file with the office of the Town Clerk; and provided further that the Board of Selectmen shall not exercise its vote to acquire the property by eminent domain or otherwise until they have determined that the record landowner(s) of the property described above agrees to reimburse the Town for any and all engineering, legal and other costs incurred and for the payment of any monetary damages related to the taking by eminent domain pursuant to Massachusetts General Laws Chapter 79 or any other damages and costs incurred by the Town related thereto; or to take any other action related thereto,.

(Patricia Roggeveen, et al)

ARTICLE 96

(Real Estate Conveyance: Nancy Ann Lane)

To see if the Town will vote to authorize the Board of Selectmen to convey, sell, or otherwise dispose of the fee title or lesser interests of all or any portion of the following described land, including a portion of the existing right of way known as

Nancy Ann Lane as depicted on Land Court Plan 16514-Z, containing of approximately 33,129 square feet, and as shown on the plan attached hereto and on file with the office of the Town Clerk, pursuant to Massachusetts General Laws Chapter 30B; any such disposition to be on such terms and conditions as the Board of Selectmen deem appropriate, provided the disposition is consistent with the purposes for which the property interest was acquired; or to take any other action related thereto..

(Patricia Roggeveen, et al)

ARTICLE 97

(Real Estate Acquisition: Mayflower Circle, Daffodil Lane)

To see if the Town will vote to authorize the Board of Selectmen to acquire by gift, purchase or eminent domain, for affordable housing purposes pursuant to Chapter 139, Section 8D of the Code of the Town of Nantucket and for purposes of conveyance of the fee title or lesser interests, together with any and all public and / or private rights, in the land shown as the western portions of Mayflower Circle and Daffodil Lane being portions of Lot # 615 and Lot # 663, respectively, on Land Court Plan 16514-40, and containing approximately 16,004 square feet and 12,721 square feet, as shown on the plan attached hereto and filed with the office of the Town Clerk; and provided further that the Board of Selectmen shall not exercise its vote to acquire the property by eminent domain or otherwise until they have determined that the record landowner(s) of the property described above agrees to reimburse the Town for any and all engineering, legal and other costs incurred and for the payment of any monetary damages related to the taking by eminent domain pursuant to Massachusetts General Laws Chapter 79 or any other damages and costs incurred by the Town related thereto; or to take any other action related thereto.

(Patricia Roggeveen, et al)

ARTICLE 98

(Real Estate Conveyance: Mayflower Circle, Daffodil Lane)

To see if the Town will vote to authorize the Board of Selectmen to convey, sell, or otherwise dispose of the fee title or lesser interests of all or any portion of the land shown as the western portions of Mayflower Circle and Daffodil Lane, being portions of Lot # 615 and Lot # 663, on Land Court Plan 16514-40, and containing respectively approximately 16,004 square feet and 12,721 square feet, as shown on the plan attached hereto and on file with the Office of the Town Clerk, pursuant to Massachusetts General Laws Chapter 30B; any such disposition to be on such terms and conditions as the Board of Selectmen deem appropriate, provided the disposition is consistent with the purposes for which property was acquired; or to take any other action related thereto.

(Patricia Roggeveen, et al)

Exhibit D

Stipulated Schedule of Events

#	Description of Event	Party Responsible	Completion Date
1.	c. 79 Notices to be advertised	Town	January 7, 2019
2.	30A Notices (Open Meeting Law)	Town	January __, 2019
3.	Select Board Meeting A. LIP / LAU Applications; B. Richmond / Town '2019' MOA; and	Richmond / Town	January 9, 2019
4.	Submit LIP / LAU Applications for: A. Meadows II; B. Sandpiper Place I; and C. Sandpiper Place II.	Town	January 16, 2019
5.	Attend Hearing for BBRS Waiver	Richmond / Town	January 15 / 22, 2019
6	A. Execution and Delivery of Regulatory B. Agreements by Vote to Adopt Order(s) or Taking; C. Authorization to execute Deeds and Escrow Signatures with Town Counsel	Richmond/Town	January 30, 2019
7.	Record / File: A. Taking Plans; B. Order(s) of Taking; and C. Division Plan / S-Petition	Town	February 6, 2019
8.	Apply for and obtain building permits for not less than forty-eight (48) Units in Meadows II	Richmond	TBD
9.	Application to DHCD to certify Local Action Units (LAUs) pursuant to Housing Production Plan (HPP)	Town	TBD
10.	Delivery of Deeds to Richmond within fourteen (14) days of Town's receipt of Land Court Order issuing Certificates of Title and Approving Plans	Town	TBD

SEWER CONNECTION AND DEDICATION AGREEMENT

THIS SEWER CONNECTION AND DEDICATION AGREEMENT (this "Agreement") is entered into this 5th day of October, 2016 (the "Effective Date") by and between Richmond Great Point Development, LLC, a Delaware limited liability company, with a usual place of business at 23 Concord Street, Wilmington, MA 01887 (hereinafter referred to as "Richmond") and the Town of Nantucket, a municipal corporation organized under the laws of the Commonwealth of Massachusetts, with a usual place of business at 16 Broad Street, Nantucket, MA 02554 (hereinafter the "Town"), acting by and through its Board of Selectmen acting as the Nantucket Sewer Commission pursuant to chapter 396 of the Acts of 2008 ("Board of Selectmen" or "Nantucket Sewer Commission"). Richmond, the Town and the Commission are sometimes hereinafter collectively referred to as the "Parties" or if singularly, a "Party".

WITNESSETH

WHEREAS, Richmond represents that it is a validly formed and organized limited liability company in good standing under the laws of the State of Delaware authorized to do business in the Commonwealth of Massachusetts; and

WHEREAS, in accordance with Massachusetts General Laws Chapter 83, Section 10, the Town or the Board of Selectmen, by due authority, adopted Wastewater Regulations and Specifications, as most recently amended March 3, 1993 (which document is hereby incorporated herein by reference), and a Sanitary Sewer Policy adopted January 6, 1999 and amended June 26, 2002, concerning the connection of privately constructed sewer extensions to common sewers (such documents taken collectively being hereinafter referred to as the "Sanitary Sewer Policy"), a copy (Sanitary Sewer Policy of 1/6/1999, amended 6/26/2002 only) of which is attached to this Agreement as Exhibit A and incorporated herein by reference; and

WHEREAS, Richmond is the record title owner of approximately 53.25 acres, more or less, of real property situated in the Town and County of Nantucket off of Old South Road (the "Richmond Property") as is more particularly detailed and described in Schedule I to this Agreement which is attached hereto and incorporated herein by reference; and

WHEREAS, Richmond is developing a portion of the Richmond Property North of Nancy Ann Lane for commercial, retail, and residential purposes; and

WHEREAS, Richmond is intending to develop the Richmond Property South of Nancy Ann Lane by constructing two residential workforce housing developments, known as Meadows II and Sandpiper Place, consisting of up to 325 residential units pursuant to special permit applications Richmond has filed with the Nantucket Planning Board pursuant to Chapter 139-8D of the bylaws of the Town of Nantucket; and

WHEREAS, Richmond has either constructed or is intending to construct several sewer extensions to serve the Richmond Property, as follows: Sewer Line A which runs from Old South Road across land owned by Richmond and then along Nancy Ann Lane, Greglen Avenue to its intersection with Nancy Ann Lane, and Davkim Lane, all of which are unaccepted private roads (hereinafter "Sewer Line A"); Sewer Line B which runs along Lovers Lane, an accepted County way (hereinafter "Sewer Line B"); and Sewer Line C which runs from Old South Road across land owned by Richmond, and then along Nancy Ann Lane, which is an unaccepted private road (hereinafter "Sewer Line C"), all as shown on Exhibit B; and

WHEREAS, Sewer Line A has been constructed by or at the direction of Richmond and is presently connected to the Town Sewer System, as such term is hereinafter defined, Sewer Line B is designed and approved, pending construction by Richmond and is not yet connected to the Town Sewer System, and Sewer Line C has not yet been designed or constructed; and

WHEREAS, in accordance with the Sanitary Sewer Policy, the Nantucket Department of Public Works (hereinafter the "DPW") has approved Richmond's construction plans and inspected Sewer Line A, as-installed, and has determined that Sewer Line A was constructed in accordance with Town standards, and the DPW has further approved Richmond's proposed and filed construction plans for Sewer Line B; and

WHEREAS, the Richmond Property is within the limits of a designated Town Sewer District as more particularly described and shown on a map entitled "Nantucket Sewer Districts Town and Siasconset," as prepared by the Town of Nantucket GIS Coordinator, dated April 20, 2010, (hereinafter the "Town Sewer District"); and

WHEREAS, the Richmond Property is entirely located within the Public Wellhead Recharge District and is subject to the regulations set forth in Section 139-12(b) of the Code of the Town of Nantucket; and

WHEREAS, several lots comprising the overall Richmond Property, as well as a number of other immediately abutting and surrounding residential and commercial properties in the area of the Richmond Property, but which are not owned by Richmond, are served by aging or failing septic systems; and

WHEREAS, it is in the mutual interest of Richmond and the Town to ensure, as the redevelopment of the Richmond Property proceeds, that the Town Sewer System be extended to serve the Richmond Property and surrounding properties of varying ownership; and

WHEREAS, the location, large size and favorable zoning of the Richmond Property has the potential to generate substantial wastewater flows in close proximity to wells located within the Public Wellhead Recharge District which provide potable water for portions of the Town of Nantucket; and

WHEREAS, on November 9, 2015, the Parties entered into an agreement entitled "2015 Richmond Great Point Development, LLC/Town of Nantucket Memorandum of Agreement"

(the “2015 Memorandum of Agreement”) in connection with a re-zoning proposal petitioned by Richmond to facilitate the development of the Meadows II and Sandpiper Place residential portion of the Richmond Property; and

Whereas, Section I.11 of the Memorandum of Agreement states:

11. Richmond shall provide, at its sole expense, all of the necessary sewer and water infrastructure to serve the 325 units at the Property and connect them to the municipal infrastructure and shall comply with all of the rules and regulations and bylaws regarding water and sewer infrastructure design and installation. Richmond shall provide sewer and water main upgrades, as reasonably required by any Town permitting agency with jurisdiction, after consultation with the Nantucket DPW, the Nantucket Water and Sewer Commission and Wannacomet Water Company. The Town and Richmond agree that any infrastructure which is required to be funded or installed by Richmond in conjunction with the development of the Property shall be sufficiently sized to avoid multiple mains being installed in the public way; and

WHEREAS, The Town of Nantucket, at a Special Town Meeting held on November 9, 2015 adopted Richmond’s proposed rezoning; and

WHEREAS, Richmond has filed special permit applications with the Planning Board for the development of its workforce housing projects known as Meadows II and Sandpiper Place; and

WHEREAS, Richmond, by and through its engineer, Hayes Engineering, Inc., of 603 Salem Street, Wakefield, MA 01880, has designed the sewer extensions (the “Richmond System”), comprised of a combination of low pressure force mains and manholes, with the capacity to serve the proposed redevelopment of the Richmond Property and a number of immediately abutting and surrounding properties not owned by Richmond, if the Richmond System is connected to the Nantucket Sewer System, as such term is described in Section 200-23 of the Wastewater Regulations and Specifications (the “Town Sewer System”); a conceptual non-technical exhibit of this multi-phased system and depicting the approximate layout of Sewer Line A, Sewer Line B and Sewer Line C, which taken together comprise the Richmond System, being attached to this Agreement as Exhibit B and incorporated herein by reference; and

WHEREAS, in anticipation of connecting the Richmond System to the Town Sewer System, the Town has determined that the South Valley Sewer Pumping Station located at 95 Goldfinch Drive requires modernization and redundancy improvements to account for the change in operational demands in part caused by the proposed redevelopment of the Richmond Property and to accommodate future flows from other users both to and from the pump station; and

Whereas, the Town’s 2014 Comprehensive Wastewater Management Plan included the anticipated flow from the build out of the Richmond Property,

NOW, THEREFORE, for good and valuable consideration, the sufficiency of which is hereby acknowledged and in further consideration of the mutual promises and covenants herein contained, the Parties agree as follows:

1. Incorporation. The recitals in the preamble to this Agreement are incorporated herein by reference as if recited at length.

2. Dedication of Sewer Line A. Within sixty (60) days of the satisfaction of conditions (1) through (4), inclusive, Richmond shall transfer the ownership of, and the Town shall accept the Sewer Line A Easement, as defined below, of the Richmond System and all its associated infrastructure upon the satisfaction of the following conditions: (1) A certification by the DPW to the Nantucket Sewer Commission that Sewer Line A is constructed and meets all of the Town's applicable inspectional and operational standards for sewer mains as are presently required by the Sanitary Sewer Policy; (2) Within thirty (30) days of the execution of this Agreement, Richmond shall (i) provide the Town with an easement plan and the form of sewer line easement over land owned by Richmond, of reasonable width not to exceed fifty (50') feet, through which Sewer Line A runs to be shown on the aforementioned easement plan, which Sewer Line A Easement shall be in a form mutually acceptable to the Town and Richmond (the "Sewer Line A Easement") and (ii) deliver the Sewer Line A Easement to the Town, fully executed and acceptable for registration with the Nantucket Registry District of the Land Court; (3) Richmond, with the assistance and cooperation of the Town shall obtain executed easements from any other persons, including legal entities, owning land abutting or through which Sewer Line A runs, provided it is agreed that if any of the necessary easements cannot be obtained on or before January 15, 2017, the Board of Selectmen shall sponsor a warrant article for consideration at the 2017 Annual Town Meeting proposing the taking (in fee or in easement at the option of the Board of Selectmen) of the remaining easements along Sewer Line A as are deemed necessary in the opinion of counsel for the Town so that the entirety of Sewer Line A is publically dedicated; and (4) the Nantucket Sewer Commission, at a meeting duly held and open to the public shall have voted to accept Sewer Line A (which vote shall not be withheld except in such circumstances as the foregoing conditions (1) through (3) have not been satisfied) and to have executed, in a form appropriate for registration, all necessary easements for the land in which Sewer Line A runs. It is agreed between Richmond and the Town that, notwithstanding the satisfaction of conditions (2) through (4) above, inclusive, there shall be no restriction on the issuance of sewer connection permits or certificates of occupancy for owners of land abutting Sewer Line A based upon the failure of Sewer Line A to be fully dedicated as a public sewer line. Simultaneously with the execution of this Agreement, the Nantucket Sewer Commission shall vote to permit owners of land abutting Sewer Line A to connect to the Town System, however such owners shall remain subject to all applicable and customary application, engineering and inspectional requirements of the DPW and the Town of Nantucket and shall pay all required connection and privilege fees attendant to the issuance of sewer connection permits. Should it be necessary for the DPW to inspect and/or repair Sewer Line A prior to the recording of any necessary easements, Richmond hereby grants the Town a license to enter upon the Richmond Property for such limited purpose and only for so long as is reasonably necessary for the DPW to perform such inspection or repair. Richmond shall have the right, upon satisfaction of the conditions set forth in this Paragraph 2, to connect all of its property abutting Sewer Line

A to the Town's sewer system, subject to the payment of all privilege and connection fees which are customarily paid the Town upon connection to the Town System in accordance with the Sanitary Sewer Policy. Reference is hereby made to subpart (i) of condition (2) stated above, the Parties hereby agreeing that Richmond may, at its sole cost and expense, relocate the Sewer Line A Easement and the associated infrastructure over its property if it determines, in its sole and reasonable discretion, it necessary to so relocate, provided however, the Sewer Line A Easement granted to the Town shall not be materially adversely affected by such relocation and Richmond shall provide all plans and applicable engineering exhibits as reasonably required by the Town or the DPW which plans shall be filed and approved in accordance with the Sanitary Sewer Policy. For purposes of this Agreement, a relocation of Sewer Line A and the Sewer Line A Easement by Richmond in accordance with plans filed and approved by DPW shall be not be considered a materially adversely effect. Richmond shall be responsible, at its sole cost and expense, for all recording and other fees necessary to relocate the easement. Prior to recording, the easement documents shall be subject to review and approval by Town Counsel and acceptance of the relocated easement by the Board of Selectmen, which acceptance shall not be unreasonably withheld.

3. Sewer Line Dedication of Line B. Richmond shall transfer the ownership of, and the Town shall accept Sewer Line B of the Richmond System and all of its associated infrastructure upon the following conditions being satisfied: (1) An inspection by the DPW of the completed construction and a certification to the Nantucket Sewer Commission that the sewer line, as constructed, meets all of the Town's inspectional and operational standards for sewer mains pursuant to the Sanitary Sewer Policy and the approved plans filed with the DPW; and (2) A vote of the Nantucket Sewer Commission at a meeting duly held and open to the public to accept Sewer Line B which vote of acceptance shall not be withheld except in such circumstances as condition (1) of this paragraph 3 is not satisfied. Should it be necessary for the DPW to inspect and/or repair Sewer Line B prior to issuing its certification as contemplated in condition (1), Richmond hereby grants the Town a license to enter upon the Richmond Property abutting Sewer Line B for such limited purpose and only for so long as is reasonably necessary for the DPW to perform such inspection or repair. Richmond shall have the right, upon satisfaction of the conditions set forth in this Paragraph 3, to connect all of its property abutting Sewer Line B to the Town Sewer System subject to the payment of all privilege and connection fees which are customarily paid the Town upon connection to the Town System in accordance with the Sanitary Sewer Policy.

4. Sewer Line Dedication of Line C. Richmond shall transfer the ownership of, and the Town shall accept Sewer Line C of the Richmond System and all of its associated infrastructure upon the following conditions being satisfied: (1) approval by the DPW of the plans and specifications for Sewer Line C prior to construction; (2) An inspection by the DPW of the completed construction and a certification to the Nantucket Sewer Commission that Sewer Line C, as constructed, meets all of the Town's inspectional and operational standards for sewer mains in accordance with the Sanitary Sewer Policy and the approved plans filed with the DPW ; (3) Richmond shall provide the Town with an easement plan and the form of all necessary easements in a form mutually acceptable to the Town and Richmond; (4) Richmond shall deliver a fully executed easement for the real estate owned by Richmond in which Sewer Line C is

proposed and approved to be installed; (5) Richmond, if necessary, with the assistance and cooperation of the Town, shall have obtained, easements from any other persons or entities owning property in which Sewer Line C runs, provided it is agreed that if all necessary easements cannot be obtained on or before the sixtieth (60th) day following the DPW's certification to the Nantucket Sewer Commission as contemplated in condition (2) above, the Board of Selectmen shall sponsor a warrant article at the next occurring Annual Town Meeting proposing the taking (in fee or in easement at the option of the Board of Selectmen) of the remaining easements along Sewer Line C as are deemed necessary in the opinion of counsel for the Town, so that the entirety of Sewer Line C is publically dedicated; and (6) the Nantucket Sewer Commission votes (which vote shall not be withheld except under circumstances that the foregoing conditions (1) through (5) have not been satisfied), at a meeting duly held and open to the public, to accept Sewer Line C and to execute all required easements. Prior to satisfaction of such conditions, the Town will not permit Richmond to connect Sewer Line C into the Town Sewer System or issue any certificates of occupancy for any new construction on properties that abut Sewer Line C. Should it be necessary for the DPW to inspect and/or repair Sewer Line C prior to the registration of the necessary easements, Richmond hereby grants the Town a license to enter upon the Richmond Property for such limited purpose and only for so long as is reasonably necessary to complete such inspection or repair. Richmond shall have the right, upon satisfaction of the conditions set forth in this Paragraph 4, to connect all of its property abutting Line C to the Town Sewer System subject to the payment of all privilege and connection fees which are customarily paid the Town upon connection to the Town System in accordance with the Sanitary Sewer Policy. Notwithstanding the foregoing to the contrary, Richmond shall not connect more than the Title V flow calculation for the number of bedrooms as may ultimately be approved by the Planning Board in the special permit applications presently pending for the Meadows II and Sandpiper Place development proposals. In accordance with the Town & County of Nantucket Board of Selectmen Policy For Sewer Fee Waiver Requests affixed to this Agreement and incorporated herein by reference as Exhibit C, those housing units developed by Richmond pursuant to the special permits which may be issued for its Meadows II and Sandpiper Place projects which are eligible for inclusion on the Town's Subsidized Housing Inventory ("SHI") as maintained by DHCD or any successor agency shall benefit from the Town's policy of waiving all sewer connection and privilege fees ordinarily charged upon their connection. In exchange for the waiver benefit Richmond shall assist the Town in obtaining SHI status for such units by notifying the Town Manager when building and occupancy permits issue and complying with the policy that such units shall be bound by permanent affordable housing deed restrictions in a form agreed upon between Richmond and the Town.

5. Performance Bond. Prior to and during the construction of any sewer lines pursuant to this Agreement, Richmond, or Richmond's contractor(s), shall obtain a Performance Bond naming the Town as an additional obligee in an amount sufficient to cover the sewer improvements that are the responsibility of Richmond to perform and which will ultimately be dedicated to public use under this Agreement. In addition, Richmond, or its contractor(s), shall purchase and maintain general liability and property damage insurance in the same amounts the Town requires its contractors to maintain and each policy shall name the Town as an additionally insured party. Richmond shall indemnify and hold the Town harmless for the negligent acts or omissions of Richmond and its contractors in the performance of the work under this Agreement.

6. Mitigation Payment. To mitigate the effects of Richmond's connection of the Richmond System into the Town System, Richmond shall make a gift to the Town in accordance with G.L. c. 44, §53A in the amount of two hundred fifty thousand and no/100 (\$250,000.00) dollars (the "Mitigation Payment"), as follows: Richmond shall pay to the Town the amount of one hundred thousand and no/100 (\$100,000.00) dollars upon execution of this Agreement. Richmond shall pay the balance of the Mitigation Payment to the Town within five (5) days of receipt from the Town of a notice that the Town is prepared to accept a bid for the mitigation work detailed in paragraph 5 hereof and has delivered to Richmond a copy of such bid. The Mitigation Payment shall include a contingency of ten (10%) percent of the bid prices as well as an amount necessary to reimburse the Town for all design and engineering costs incurred through final completion of the project including acceptance testing. The Mitigation Payment shall be in addition to the ordinary and customary fees and assessments charged by the Town for any connection to the Town Sewer System. In addition, and at the time of execution of this Agreement, Richmond shall make a gift to the Town in the amount of fifteen thousand and no/100 (\$15,000.00) dollars, to reimburse the Town for its legal fees in connection with the negotiation of this Agreement and review of the easement documents. In the event that the Town's actual legal fees do not meet or exceed fifteen thousand and no/100 (\$15,000.00), the Town agrees to return any unspent amount to Richmond.

7. Use of Mitigation Payments. The Town, by and through the Board of Selectmen shall accept and expend, without further appropriation, the Mitigation Payment on the express condition that all expenditures are in furtherance of certain upgrades to the operational capacity and redundancy of the South Valley Sewer Pumping Station as recommended in a report issued by Hazen and Sawyer Environmental Engineers and Scientists, dated April 2, 2015 attached to this agreement as Exhibit D and incorporated herein by reference, as agreed upon between Richmond and the DPW (the "Hazen and Sawyer Report"). In the event that the actual bid amounts for such improvements obtained by the Town and associated engineering fees exceed the Mitigation Payment (for avoidance of doubt, a total of two hundred seventy-five thousand (\$275,000) dollars, inclusive of the ten (10%) percent contingency) or if change orders are required, Richmond shall, within three business days of notice from the Town, make a further gift to the Town of fifty (50%) percent of the excess amount, provided any changes required do not modify the scope of work recommended in the Hazen and Sawyer Report and further provided that fifty (50%) percent of any additional gift made by Richmond to the Town exceeding a total cumulative gift of two hundred seventy-five thousand (\$275,000) dollars shall be paid to Richmond in the form of credit toward future connection and privilege fees for the benefit of Richmond at the time of its connection, to any Sewer Line, of any property Richmond then owns up to a maximum aggregate credit of fifty thousand (\$50,000) dollars. In furtherance of the foregoing, Richmond and the Town agree that any potential bid excess causing the total cumulative cost of work to exceed two hundred seventy-five thousand (\$275,000) dollars shall be shared and paid equally by Richmond and the Town and the aforementioned connection and privilege fee credit shall accrue to the benefit Richmond (at a rate of fifty cents on the dollar)

until the total cumulative cost of work has reached three hundred seventy-five thousand (\$375,000) dollars, and any potential bid excess causing the total cumulative cost of work to exceed three hundred seventy-five thousand (\$375,000) dollars shall be paid as an additional gift by Richmond to the Town and no connection or privilege fee credit shall accrue for amounts exceeding three hundred seventy-five thousand (\$375,000) dollars. It is agreed that (i) the connection and privilege fee credit, if any, contemplated by this paragraph 7 and due Richmond shall be separate and several from those connection and privilege fees waived in accordance with the Town & County of Nantucket Board of Selectmen Policy For Sewer Fee Waiver Requests, and (ii) subject to any applicable law or perpetuity restriction to the contrary, that such credits shall not expire and credits due to Richmond shall not, under any circumstances, be assignable or for the benefit of any party other than Richmond, including arm's-length purchasers of the Richmond Property or any portion thereof. Richmond may, at its option, utilize any portion of its credit at any time, but shall not be required to utilize any portion of its credit for any particular connection. To the extent the recommended upgrades to the South Valley Pumping Station in the Hazen and Sawyer Report are completed for an amount less than the Mitigation Payment, the full amount of the excess portion of the Mitigation Payments shall be refunded by the Town to Richmond.

8. Notices. All notices to be given pursuant to this Agreement shall be given in writing and mailed by nationally recognized overnight courier or certified mail, return receipt requested, to the other party at the addresses provided above.

9. Termination and Modification. This Agreement shall not be terminated or modified in any respect unless by a writing executed by the Parties hereto bearing the same formalities as this Agreement.

10. Captions and Headings. The captions and section titles are for descriptive purposes only and shall not control or alter the meaning of this Agreement as set forth in the text.

11. Integration. This Agreement embodies the entire agreement and understanding between the Parties hereto with respect to the subject matter hereof and supersedes all prior agreements and understandings relating to such subject matter.

12. Binding Provision. The covenants and agreements contained herein shall be binding upon, and inure to the benefit of, the parties hereto, their heirs, Legal Representatives, successors and assigns.

13. Severability. Each provision of this Agreement shall be considered separable. If for any reason any provision or provisions herein are determined to be invalid and contrary to any existing or future law, such invalidity shall not impair the operation of or affect those portions of this Agreement which are valid.

14. Counterparts. This Agreement may be executed in several counterparts and as so executed shall constitute one agreement binding on all parties hereto, notwithstanding that all of the parties have not signed the original or the same counterpart.

15. Assignment. Neither this Agreement nor any of its rights or obligations may be assigned by either party to any other person or entity unless by the express written consent of the other, with the exception that Richmond may assign this Agreement to an affiliate or subsidiary the beneficial owner of which takes title to the entirety of the Richmond Property, or such portion as remains at the time of such transfer and with the further exception that this Agreement may be assigned to an arm's length buyer of the Richmond Property, or such portion as remains at the time of the purchase and sale, who agrees to unconditionally assume this Agreement in its entirety.

16. Choice of Law. This Agreement shall be construed and enforced in accordance with the laws of the Commonwealth of Massachusetts, including the Act, as interpreted by the courts of the Commonwealth of Massachusetts, notwithstanding any rules regarding choice of law to the contrary; and any conflict or dispute shall be resolved by a Massachusetts court of competent jurisdiction.

[END OF TEXT. SIGNATURES FOLLOW.]

IN WITNESS WHEREOF, the Parties hereto have executed this Agreement under seal this day first written above.

RICHMOND:

Richmond Great Point Development, LLC, a
Delaware Limited Liability Company

By: _____
Name: Philip Pastan
Title: Manager



TOWN:

Board of Selectmen, acting as the Nantucket
Sewer Commission

By: _____
Name: James Kelly
Title: Chairman

By: _____
Name: Dawn E. Hill Holdgate
Title: Vice Chairman

By: _____
Name: Rick Atherton
Title: Selectman

By: _____
Name: Bob DeCosta
Title: Selectman

By: _____
Name: Matt Fee
Title: Selectman

IN WITNESS WHEREOF, the Parties hereto have executed this Agreement under seal this day first written above.

RICHMOND:

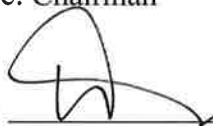
Richmond Great Point Development, LLC, a
Delaware Limited Liability Company

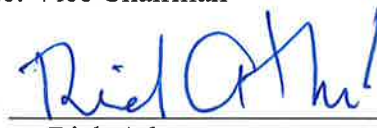
By: _____
Name: Philip Pastan
Title: Manager

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Title: Vice Chairman

By: 
Name: Rick Atherton
Title: Selectman

By: 
Name: Bob DeCosta
Title: Selectman

By: 
Name: Matt Fee
Title: Selectman

SCHEDULE I – Richmond Property

RICHMOND PROPERTY

<u>Address</u>	<u>MBLU</u>	<u>Size (Acres)</u>
30 Daffodil Lane	68/739	0.48
32 Daffodil Lane	68/740	0.48
33 Daffodil Lane	68/743	0.46
34 Daffodil Lane	68/741	0.50
35 Daffodil Lane	68/742	0.46
Fee in part of Daffodil Lane	N/A	N/A
6 Davkim Lane	68/64	0.62
8 Davkim Lane	68/63	0.60
10 Davkim Lane	68/62	0.61
12 Davkim Lane	68/61	0.61
20 Davkim Lane	68/57	15.16
20R Davkim Lane	68/56.1	2.00
24 Evergreen Way	68/711	1.84
26 Evergreen Way	68/712	1.84
28 Evergreen Way	68/713	1.84
30 Evergreen Way	68/714	1.84
Fee in part of Evergreen Way	N/A	N/A
1A Greglen Avenue	Pending	*(1.64 combined)
1B Greglen Avenue	Pending	*
2 Greglen Avenue	68/131	0.71
3A Greglen Avenue	Pending	*
3B Greglen Avenue	Pending	*
4 Greglen Avenue	68/177	0.55
5A Greglen Avenue	Pending	*
5B Greglen Avenue	Pending	*
9 Greglen Avenue	68/190	0.42
10A Greglen Avenue	68/180.1	0.29
Fee in Little Isle Lane	N/A	N/A
2 Lovers Lane	68/203	0.49
4 Lovers Lane *(Explanatory Note follows at end of schedule)	68/202	0.37
3 Mayflower Circle	68/736	0.47
4 Mayflower Circle	68/729	0.46
5 Mayflower Circle	68/735	0.48
6 Mayflower Circle	68/730	0.48
7 Mayflower Circle	68/734	0.56
8 Mayflower Circle	68/731	0.48
9 Mayflower Circle	68/733	0.67
10 Mayflower Circle	68/732	0.49
Fee in Mayflower Circle	N/A	N/A
3 Nancy Ann Lane	68/132	0.49

4 Nancy Ann Lane	68/204	0.39
5 Nancy Ann Lane	68/133	0.49
6 Nancy Anne Lane	68/205	0.48
8 Nancy Ann Lane	68/206	0.48
9 Nancy Ann Lane	68/135	0.57
10 Nancy Ann Lane	68/207	0.48
11 Nancy Ann Lane	68/136	0.57
12 Nancy Ann Lane	68/176	0.80
13 Nancy Ann Lane	68/137	0.56
14 Nancy Ann Lane	68/130	0.58
15 Nancy Ann Lane	68/138	0.56
57 Old South Road	68/156	0.53
63 Old South Road	68/157	3.41
67 Old South Road	68/158	1.69
73 Old South Road	68/129	2.92
75A Old South Road	68/999.2	0.35

****Explanatory Note:** The registered (record) fee-title owner of 4 Lovers Lane is the Auction House Nominee Trust , u/d/t dated 2/26/2005, of which , Richmond Great Point Development LLC holds one hundred (100%) percent of the beneficial interest.

EXHIBIT A – Town of Nantucket Sanitary Sewer Policy

Sanitary Sewer Policy
By
Nantucket Board of Selectmen
(acting as Board of Public Works)
Adopted: January 6, 1999
Amended: June 26, 2002

Preamble

The Town of Nantucket and the Nantucket Planning Board have, over the last several decades, adhered to an unwritten policy that resulted in the construction, operation and ownership of sanitary sewer systems either within public or private rights-of-way. In some instances, this has caused the Town to lose control of a logical methodology for extension of sanitary sewers. This policy has also made it possible for the creation of the equivalent of privately owned "mini-sewer authorities" which have the power to exact fees or deny connection. The Town has, accordingly, lost some control over decisions relating to extension of the public system and, as a result, the power to guide or direct growth in accordance with publicly endorsed policies.

With the past policy, the Town has permitted the extension of low-capacity private force mains for multiple lots, sometimes without regard for future extension policy.

Revised Policy

It is hereby the policy of the Town of Nantucket that extension of sanitary sewers, the reconstruction of existing systems, and the construction of related improvements such as pumping station, shall be built to the standards and specifications of the Town, and shall be dedicated and accepted as public facilities. It is also the policy of the Town to pass on to the private sector, the cost of engineering, construction and acceptance testing of these facilities through betterment assessments or other means, to the extent allowed by law, and in consideration of issues of equity and fairness. Notwithstanding the above, the Town may choose to fund, through general revenue bonds or revenue bonds, improvements or extension of the public sanitary sewer system, in accordance with the Comprehensive Wastewater Management Plan (CWMP).

Comprehensive Wastewater Management Plan

It is the policy of the Town that all decisions by the Town pertaining to the extension of sanitary sewers, the allowance or private sewer connections, or the construction of related facilities, shall be in accordance with the CWMP, at such time as it is duly adopted by the Nantucket Board of Public Works. In the interim, pending adoption of the CWMP, the existing standards and specification of the Town and the provisions of this policy shall govern.

Specific Policies Pertaining to Existing Sanitary Sewers

Existing Private Sanitary Sewers

It is the policy of the Town to acquire those existing systems which have been designed and constructed with additional capacity to accommodate future growth in accordance with the CWMP, and which meet the standards and specifications of the Town.

Existing Public Sanitary Sewers

It is the policy of the Town that public sewers will be maintained and upgraded in accordance with the CWMP.

Specific Policies Pertaining to New Sanitary Sewer Improvements

It is the request of the Board of Selectmen that any permitting or regulatory agency (including, but not limited to, the Department of Public Works, the Planning Board and Zoning Board) with the legal authority to approve, require construction of, and/or accept new or upgraded sanitary sewers shall do so in accordance with the standards and specifications of the Town, and with the CWMP. Further, it is the policy of the Town that all such facilities, including sewers constructed within the private ways are duly dedicated for public use, immediately after having passed acceptance test and, after having been accepted by the Board of Public Works unless otherwise determined by the Board of Public Works, to be an extraordinary circumstance. The proponents of sanitary sewer extensions in private ways, roads or lanes within the Town of Nantucket must provide a recordable sewer maintenance easement for sewers constructed within such private ways, roads or lanes.

Policy Applicable to Service Connections

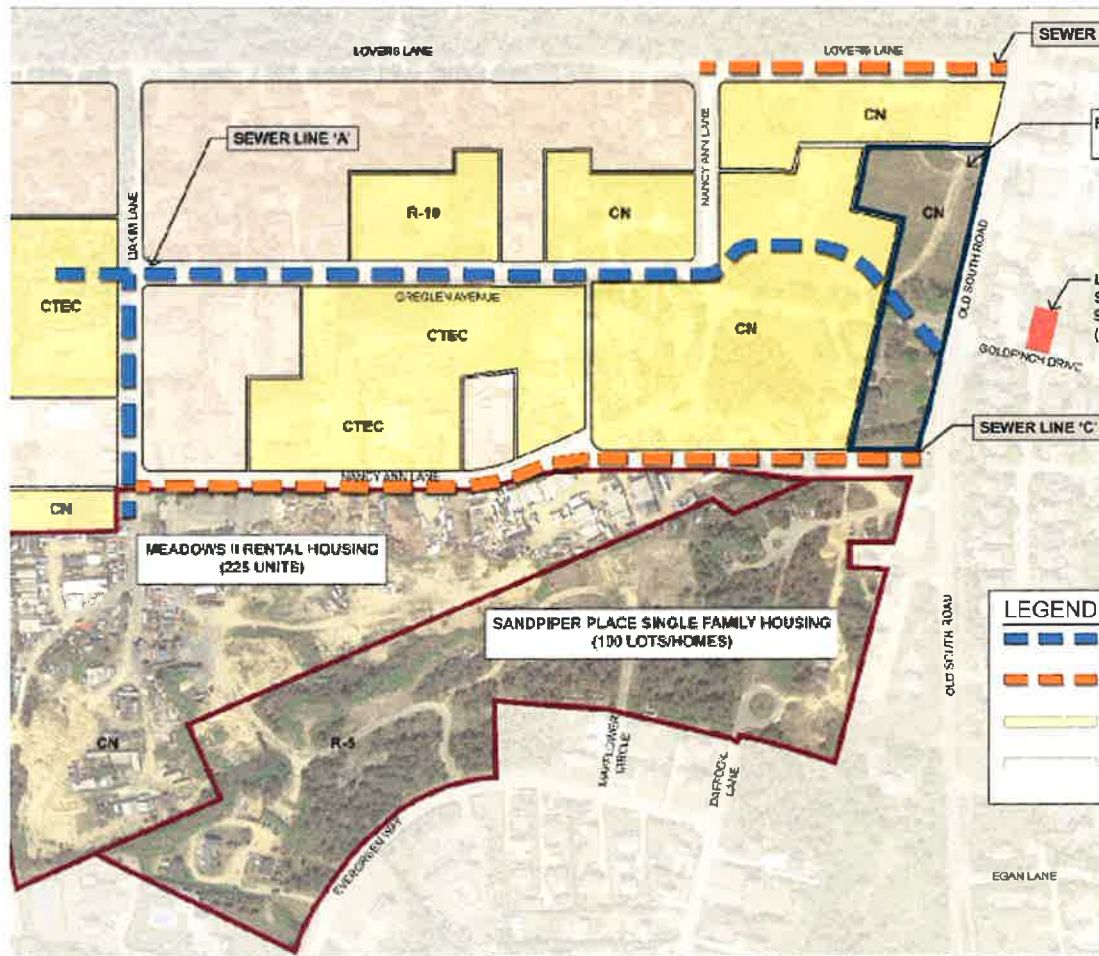
It is the policy of the Town that all private service connections shall be made within the "Limits of Adjacency" of the public sewer system. The only alternative to lengthy individual service connections extending from an existing public sewer shall be a public sewer construction in accordance with the standards and specifications of the Town. The Board of Public Works shall define "Limits of Adjacency."

Extraordinary Circumstances

It is the policy of the Town that the Board of Public Works, after a public hearing, may permit exception to these policies in cases of extraordinary circumstances and when deemed to be in the best interest of the Town. In general terms, "extraordinary circumstances" shall include, but may not be limited to, the following:

1. Service to a lot or small cluster of lots on a private road, when it is deemed to be impractical to extend a public sewer, and the service of which, in all other respects, complies with the CWMP.
2. Service to a use, which, in the opinion of the Board of Public Works, provides a substantial public benefit to the community, and which cannot be feasibly served by the public sewer system.
3. Service to a developed area, when it has been determined by the Board of Health that extension of sewers are required to ensure the health and safety of the community.

EXHIBIT B – Richmond System



CHMOND GREAT POINT DEVELOPMENT LLC
 OLD SOUTH ROAD PROPERTIES
 NANTUCKET, MA

SEWER MAIN SYSTEM DIAGRAM

SCALE: 1"=100'
 DATE: 10/25/2016
 PROJECT # 16-01-100

EXHIBIT C – Town & County of Nantucket Board of Selectmen
Policy for Sewer Fee Waiver Requests



TOWN & COUNTY OF NANTUCKET
BOARD OF SELECTMEN
POLICY FOR SEWER FEE WAIVER REQUESTS

Adopted:

I. Policy.

The Board of Selectmen, acting as the Nantucket Sewer Commission pursuant to Chapter 396 of the Acts of 2008, and in accordance with Chapter 38, Article III, section 38-3B of the Code of the Town of Nantucket, has the authority to waive any town fee or charge, upon a determination that the public interest so requires.

The Board of Selectmen hereby determines that it is in the public interest to encourage the production of affordable housing, including workforce housing units for the Island's working population. Therefore, the Board of Selectmen will consider, on a case-by-case basis, waivers of one or both of the Town's fees relating to the connection of dwelling units that are located in an existing Sewer District as established under Chapter 396 of the Acts of 2008.

II. Sewer Connection and Sewer Privilege Fee Waivers.

The Board of Selectmen may, at its discretion, waive the sewer connection fee or the sewer privilege fee upon the request of an individual, non profit organization, or public entity seeking to connect one or more dwelling units to the Town's sewer system if such unit or units are bound by a permanent affordable housing deed restriction in a form acceptable to the Town and enforceable by the Town, and provided that the dwelling unit or units are eligible for inclusion on the Town's Subsidized Housing Inventory ("SHI") as maintained by DHCD or any successor agency and provided that the developer and/or unit owner shall cooperate fully with the Town in obtaining SHI status for the unit or units by notifying the Town Manager when a building permit issues and when an occupancy permit issues. In the case of dwelling units that are subject to a permanent affordable housing covenant meeting the requirements of Chapter 301 of the Acts of 2002, and Chapter 100 of the Code of Nantucket, the Board of Selectmen may, in its discretion, only waive the sewer connection fee.

EXHIBIT D – HAZEN AND SAWYER REPORT

TECHNICAL MEMORANDUM

To:
Richmond Great Point Development, LLC
20 Davkim Lane
Nantucket, MA 02554

Copies:
Frank Ayotte

24 Federal Street
5th Floor
Boston, MA 02110
617 574-4747
hazenandsawyer.com

From:
D. Mahoney and B. Pierstorff, PE

Date:
April 2, 2015

Subject:
South Valley Pumping Station Evaluation

Hazen and Sawyer was retained to provide professional services to prepare a brief technical memorandum to confirm whether the existing South Valley Pumping Station can accommodate additional flows from the 65 acre development proposed by Richmond Great Point Development, LLC.

The South Valley Pumping Station was constructed in 1988 by the Valentin Realty Trust and has a firm design capacity of 1600 gallons per minutes (GPM) with two pumps operating in parallel based on calculations conducted as part of this work. The primary objective of this technical memorandum is to confirm whether the existing South Valley Pumping Station can accommodate additional sewage flows from the proposed development. A photo of the pumping station building is shown in Figure 1.



Figure 1: Photo of the South Valley PS building, constructed in 1988.

**SOUTH VALLEY PUMPING STATION
TECHNICAL MEMORANDUM**

HAZEN AND SAWYER
Environmental Engineers & Scientists

1. Existing South Valley PS Facilities

1.1 Mechanical Equipment

The station is a cylindrical, "can-type", shaped facility with three (3) pumps and associated equipment located in a prefabricated steel dry pit. These pumps are connected via individual suction pipes to a separate 10' x 10' concrete box wet well as shown in Figure 2. The floor of the dry well is approximately 2.5 feet above the wet well floor. Consequently, the pumps are self-priming with the following characteristics:

Table 1: Existing Pump Data for South Valley Pumping Station

Nameplate Data ⁽¹⁾			Manufacturer Supplied Data ⁽²⁾		
Manufacturer	Model #	Serial #	Capacity, gpm	Total Dynamic Head (TDH), feet	Speed, rpm
Gorman-Rupp	Model #T6A3-B	911391	1,000	38.5	860
Gorman-Rupp	Model #T6A3-B	907224	1,000	38.5	860
Gorman-Rupp	Model #T6A3-B	907223	1,000	38.5	860

Notes: (1) Information taken from pump nameplates

(2) Information obtained from pump manufacturer

Based on the on-site inspection of the existing pumping equipment conducted by Hazen and Sawyer staff and from discussions with Town personnel, the pumps and appurtenant piping and valving appear to be in good condition. With the exception of the issue related to an alarm failure that occurred back in 2008 discussed in *Section 1.6*, there have been minimal operational issues with the pumping station since it was installed.

**SOUTH VALLEY PUMPING STATION
TECHNICAL MEMORANDUM**

HAZEN AND SAWYER
Environmental Engineers & Scientists

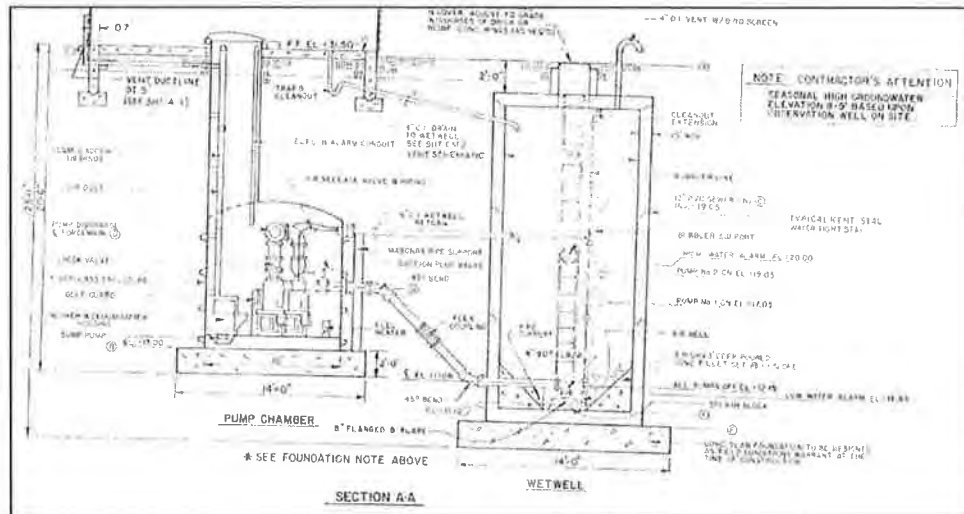


Figure 2: Section view of South Valley Pumping Station from As Built Plans.

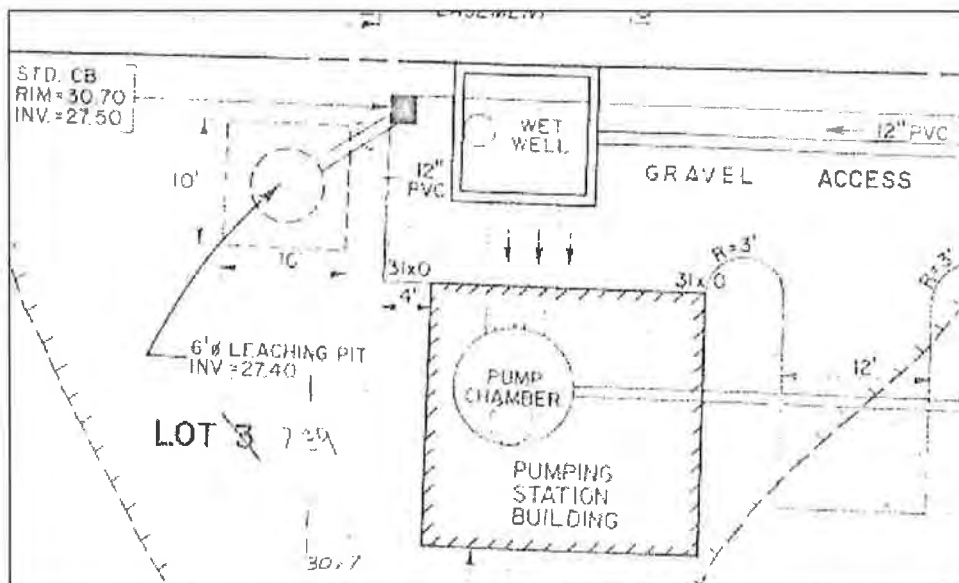


Figure 3: Plan view of South Valley Pumping Station site layout illustrating connections between the wet well and dry well.

SOUTH VALLEY PUMPING STATION TECHNICAL MEMORANDUM

HAZEN AND SAWYER
Environmental Engineers & Scientists

1.2 System Hydraulics

As shown in the site plan drawing provided by the Town, the forcemain consists of a 12-inch diameter PVC piping with four (4) 45-degree bends. The forcemain originally discharged to MH # S-73-34 on Old South Road, but due to capacity limitations in the vicinity of the discharge point the Town extended the forcemain to downstream MH # S-73-35 on Old South Road. Based on the current configuration the total forcemain length is approximately 2,500 feet. Figure 4 illustrates the location and length of the forcemain based on Town of Nantucket's GIS.

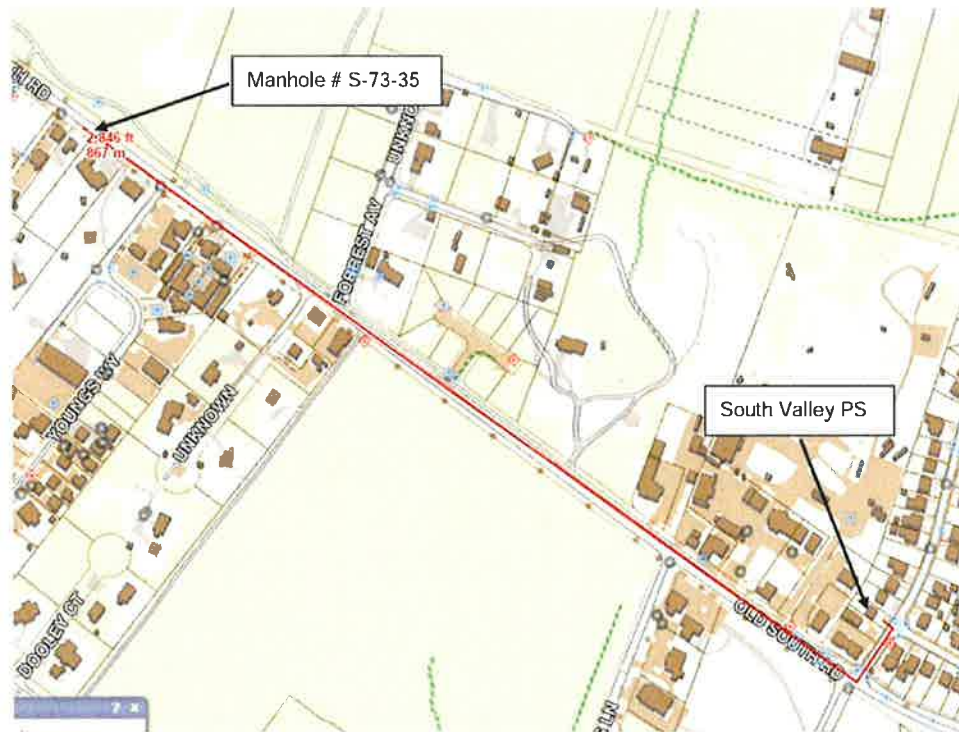


Figure 4: Map from Town of Nantucket's GIS website illustrating the location of the 12-inch, PVC forcemain.

Based on the information on pipes and fittings from Figure 2 and Figure 4, system head curves were developed using a worst case (e.g. low level in wet well) static head of 3 feet. Figure 5 illustrates the system head curve for the existing facilities with pump operating curves for one (1), two (2) and three (3) pumps in service overlaid. Table 2 shows the estimated capacity of the Pumping Station based on the intersection of calculated system curves and manufacturer pump curves for the Gorman-Rupp (Mansfield, OH) T6A3-B self-priming centrifugal pumps. Figure 7 shows a photo of one (1) of the three (3) Gorman Rupp pumps at the South Valley PS.

**SOUTH VALLEY PUMPING STATION
TECHNICAL MEMORANDUM**

HAZEN AND SAWYER
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Table 2: Existing pump station capacity.

# of Pumps in Operation	Flow rate, GPM
1	975
2	1,600
3	1,900

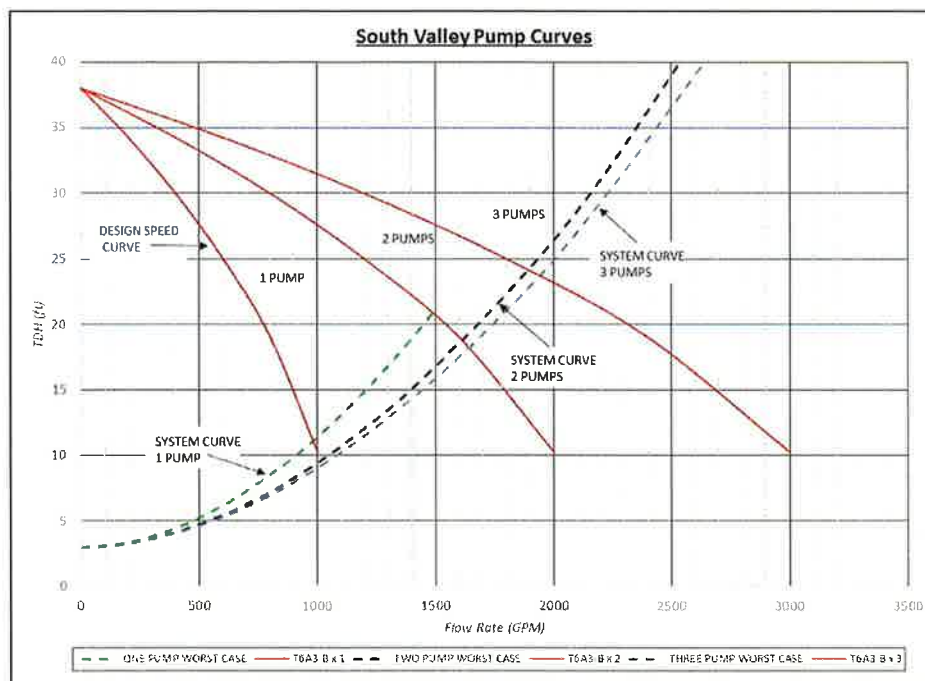


Figure 5: System head curves and manufacturer pump curves for the South Valley Pump Station.

Although all three (3) pumps can operate in parallel, it is best to look at station capacity from a firm capacity basis (i.e. the pumping capacity of the station with the largest pump out of service). Since all pumps are sized equally, the firm capacity would be 1,600 GPM with two pumps operating in parallel based on the calculations presented in this technical memorandum.

1.3 Pumping Station Controls

The existing control system includes a bubbler system, which controls the start and stop sequencing of the three pumps. A back up float system is provided to sense when the wetwell level reaches a preset low or high level alarm condition. Once the level reaches either 2.0 or 8.0 feet an alarm condition is triggered.

**SOUTH VALLEY PUMPING STATION
TECHNICAL MEMORANDUM**

HAZEN AND SAWYER
Environmental Engineers & Scientists

Table 3 illustrates the current pump start/stop and alarm set points based on water level above the wet well floor.

Table 3: Pump Operating Levels

Pump #/Alarm	Pump On, feet ⁽¹⁾	Pump Off, feet ⁽¹⁾	Alarm Set Point, feet ⁽¹⁾
Low Level			2.0
1	7.0	2.2	
2	7.4	2.4	
3	7.8	2.8	
High Level			8.0

Notes: (1) Elevations are based on feet above wetwell floor

The pump station has a dial-up alarm system and a remote terminal unit (RTU) that was installed in 2008 for remote alarm notification. The RTU provides the ability to monitor the station alarms remotely, but does not provide the functionality of newer models. A new wet well level monitoring system and remote control system have been proposed as part of the upgrades to the South Valley Pumping Station that will be funded by Richmond Great Point Development LLC as a condition of approval of the development of their adjacent property by the town.

1.4 Ancillary Equipment

The original electrical panels and HVAC equipment are still in operation. Based on a cursory visual observation, the equipment is in generally good condition. However, the equipment has been in operation for over 25 years and, although functional, is not consistent with the equipment manufacturer's current design standards.

1.5 Standby Power

Based on discussions with Town personnel, the original diesel generator supplied with the station still operates well. The engine was manufactured by Cummings Engine Company and is a Model 6BT rated at 166 HP at 1800 rpm. The generator is manufactured by DMT Corporation is a Model 100 CA with a standby rating of 100 KW (125 KVA). Although the generator is reportedly reliable, it does not meet the current Tier 4 emissions regulations for diesel engines.

Tier 4 emission standards were set by the U.S. Environmental Protection Agency (EPA) beginning in 2007 and are target emergency diesel engine generator sets. The Tier 4 standards require that emissions from such diesel engines reduce particulate matter and nitrogen oxide (NOx) compounds by up to 90%.



Figure 6: The existing emergency generator at the South Valley PS.



Figure 7: Gorman Rupp T6A3-B pump at South Valley PS.

1.6 Past Operational Issues

Based on discussions with Town personnel, the station reportedly has operated without incident except for one an instance prior to 2008. Reportedly, the incident was due to a failure of the level control system resulting in a backup at the station. At the time, the dial-up alarm system did not work because a telephone pole near pump station site had been damaged, disconnecting the sole communication line between the pumping station and treatment plant. Although a local alarm at the station was initiated, the alarm condition was not transmitted to the treatment plant and the alarm at the pumping station was not reported for a number of hours. In response to this incident, the existing RTU system was installed to provide redundant alarm notification to the treatment plant. Recommendations for further upgrades to the current level control and RTU systems are detailed in this technical memorandum.

**SOUTH VALLEY PUMPING STATION
TECHNICAL MEMORANDUM**

HAZEN AND SAWYER
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2. Service Area

2.1 Existing Service Area

As noted above, the station was originally constructed in 1988 by the Valentin Realty Trust to a new housing development and was ultimately turned over to the Town to operate. The station was designed to serve the housing development, as well as to accommodate flows from the Airport Pumping Station, which discharges to MH # S-73-16 on Old South Road. The forcemain from the Airport PS is also connected to the South Valley PS via a valved connection at the intersection of Old South Road and Goldfinch Drive. The interconnection valve is currently closed which is the normal operating scenario. In the normal operating configuration, all flows from the Airport PS enter the South Valley PS wetwell and are pumped to the S-73-35 gravity sewer manhole. Monthly flows for the most recent 12-month period (March 2014 to February 2015) are summarized in Table 4.

Table 4: Summary of Most Recent 12 Months of Station Operation

Month/Year	Pump No. 1		Pump No. 2		Pump No. 3		Total Gallons	GPD	GPM
	Run Time	Gallons	Run Time	Gallons	Run Time	Gallons			
March 2014	26.7	1,602,000	24.8	1,488,000	0.1	6,000	3,096,000	99,871	69.4
April 2014	30.0	1,800,000	25.2	1,512,000	0.0	0	3,312,000	110,400	76.7
May 2014	33.0	1,980,000	34.8	2,088,000	0.2	12,000	4,080,000	131,613	91.4
June 2014	34.9	2,094,000	43.0	2,580,000	0.2	12,000	4,686,000	156,200	108.5
July 2014	45.6	2,736,000	55.6	3,336,000	0.2	12,000	6,084,000	196,258	136.3
Aug. 2014	53.7	3,222,000	49.9	2,994,000	0.1	6,000	6,222,000	200,710	139.4
Sept. 2014	43.5	2,610,000	37.0	2,220,000	0.0	0	4,830,000	161,000	111.8
Oct. 2014	29.7	1,782,000	35.4	2,124,000	0.0	0	3,906,000	126,000	87.5
Nov. 2014	27.1	1,626,000	33.0	1,980,000	0.0	0	3,606,000	120,200	83.5
Dec. 2014	29.2	1,752,000	30.5	1,830,000	0.0	0	3,582,000	115,548	80.2
Jan. 2015	13.3	798,000	26.8	1,608,000	13.6	816,000	3,222,000	103,935	72.2
Feb. 2015	15.1	906,000	17.4	1,044,000	15.4	924,000	2,874,000	102,643	71.3
Total/Avg	381.8	22,908,000	413.4	24,804,000	29.8	1,788,000	49,500,000	135,616	94.2

Notes: (1) Based on pump run time information provided by the Town assuming one pump in operation at a pumping rate of approximately 1,000 GPM.

It was noted during the site visit that the South Valley PS currently receives stormwater flow from a swale located behind the station through a piped connection to the wetwell. This swale is connected to one or more catch basins on Old South Road to alleviate a flooding problem that once existed. Although this connection may help with roadway flooding, direct stormwater connections to a sanitary sewer system are prohibited under Clean Water Act in most municipalities and should be removed. An alternate means of handling the roadway runoff would need to be developed prior to implementing any changes.

2.2 Proposed Development within Service Area

Richmond Great Point Development has proposed a mixed-use development in the South Valley PS

SOUTH VALLEY PUMPING STATION TECHNICAL MEMORANDUM

HAZEN AND SAWYER
Environmental Engineers & Scientists

service area. A review of information provided by Hayes Engineering (Richmond's civil engineering firm) indicates that the net additional flows anticipated to be generated by the proposed development into the station, at full buildout (based on land use and density and including a projection that the local hospital would relocate to the Richmond site), would be an average daily flow of approximately 93,000 GPD. Based on a review of the projected flow calculations provided by Hayes Engineering, the estimated flows are reasonable calculations and in line with expected values based on the facilities and housing proposed.

2.3 Total Flows with New Development

Table 5 summarizes the current and future flows, including estimated maximum instantaneous flow rates based on pump station size and a peaking factor of 4.5. The peaking factor was derived using TR-16 design criteria, and estimates the maximum expected instantaneous flow rate into the pump station based on sewer system type and average daily flow. The analysis of the maximum instantaneous flow rate is important in determining whether the pumping station can handle severe wet weather events without surcharging and flooding the surrounding areas.

Table 5: Summary of existing and expected flow rates used for South Valley PS capacity analysis

	Existing Flows	New Flows from Development	Airport Average Daily Flow (Gallons per Day)	Total Flow
Average Daily Flow (Gallons per Day)	135,616	93,000	144,000	372,616
Average Daily Flow (Gallons per Minute)	94	65	100	259
Peak Flow (Gallons per Minute)	424	291	450	1,164

Based on the flow rate calculations presented in Table 5, the maximum instantaneous flow rate into the South Valley PS is expected to be approximately 1,164 GPM. According to the system curves developed for this technical memorandum, 1,164 GPM would require two (2) pumps in service simultaneously. The firm capacity of the pumping station with two (2) pumps in service is approximately 1,600 GPM.

One additional calculation that was performed as part of the capacity analysis was the estimated time that the wet well would fill in the event of a complete pump station failure. This is important to understand, as it defines the required response time that would be required to ensure surcharging and flooding in the surrounding area does not occur. Based on the available *as built drawings*, the wet well has an available volume of approximately 4,800 gallons before backing up into the influent interceptor. The time until backup is approximately 4 minutes at a peak flow of 1,164 GPM, and 18 minutes at an average flow of 260 GPM. Since pump station failures are more likely to occur in adverse weather conditions, it is expected that flows will be higher than average, reducing the required response time. This highlights the need for reliable redundant communications and backup power systems to minimize the possibility of a complete pumping station shutdown.

3. Proposed Pumping Station Improvements

3.1 Station Reliability

Although there is never a guarantee that mechanical/electrical equipment will not fail in unusual circumstances, designing the appropriate redundancy into critical facilities can minimize the potential for an interruption in service. The one instance where there was an issue with a pump station backup occurred during a timeframe that there was not redundancy with alarm notification. The station currently has redundancy, but this may be improved by updating to state-of-art equipment.

The reliability of any facility is improved by including the appropriate equipment redundancy. In the case of the South Valley PS, pumping reliability is improved by using the concept of firm design capacity (i.e. providing service with the largest pump out of service). The next level of protection that can be provided is by having a spare pump available for immediate installation in the case a pump does fail. Installing a new and more reliable level control and remote monitoring system will help ensure that the South Valley PS continues to operate reliably even under adverse conditions. Upgrades to the emergency generator system will provide additional guarantees that the station can continue to operate in the worst operating conditions.

3.2 Mechanical/Electrical/Instrumentation Improvements

With the exception of the one event described in *Section 1.6*, there have not been any significant problems with the existing South Valley PS since it went on line. However, given the age of the facility, it would be prudent to make the following improvements to achieve better reliability of operation for the pumping station:

- Replace the entire pump control panel and all associated electrical equipment.
- Upgrade supervisory control and data acquisition (SCADA) system to include remote monitoring and control, as well as facility security.
- Upgrade HVAC equipment to provide better climate control and/or air conditioning in the existing structure.
- Provide a complete standby pump, motor and associated parts as a spare so that a failed pump can be installed in short order.
- Replace the existing generator so that the emergency generator is in compliance with current EPA Tier 4 requirements. It is anticipated that a new generator set will cost approximately \$70,000.
- Install a pressure transducer to provide redundancy for the bubbler system currently installed at the site.

With regards to upgrading the SCADA and remote monitoring methods, a system by *Mission Communications* has been proposed as one of the potential solutions. Mission is a well-known company with a history of providing simple, low-cost solutions for pump station monitoring and data analysis. Mission utilizes the cellular network and can provide web access to data from the pump station as well as integrate this data with any existing SCADA/HMI packages utilized by the municipality. The Mission software can provide the user with simple statistics for daily and monthly flows, pump run time, and other common values of interest to help generate useful information from the collected data. The Mission

**SOUTH VALLEY PUMPING STATION
TECHNICAL MEMORANDUM**

HAZEN AND SAWYER
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software can also send out alarm notifications via text, e-mail, and voice phone calls.

The addition of one (1) or two (2) pressure transducers would provide redundancy to the existing bubbler level control system at a modest cost. It is recommended that the pressure transducers be installed in stilling wells if possible to reduce the required maintenance and chances to transducer fouling. The addition of these redundant level sensors, along with the existing emergency high-level float, will provide a robust system that can continue operating without incident even if one or more components fail.

4. Conclusions / Recommendations

4.1 Conclusions

Based on a review of the data provided by the Town of Nantucket Department of Public Works for the existing South Valley PS, and the information provided by Richmond Great Point Development, the existing station has substantial capacity to handle flow from the new development. Eliminating stormwater flows to the pumping station as discussed in this technical memorandum would further increase capacity, especially during wet weather events. Reliability at the pumping station can be improved by upgrading the emergency generator, adding redundant level control instrumentation, and adding redundancy to the remote communication systems. Based on the quotes provided by Gorman-Rupp (in Appendix A), and estimates for the electrical, instrumentation and other recommended upgrades, it is anticipated that upgrades at the South Valley PS will total approximately \$250,000 - \$300,000.

**SOUTH VALLEY PUMPING STATION
TECHNICAL MEMORANDUM**

HAZEN AND SAWYER
Environmental Engineers & Scientists

APPENDIX A



HAYES PUMP, INC.

July 31, 2014

Mr. David C. Gray, Sr.
Chief Operator
Surfside Wastewater Treatment Facility
Nantucket, MA 02554

Dear Mr. Gray:

We are pleased to offer our quotation for a replacement control panel for your Gorman Rupp triplex pump station. Please review this quote in detail to assure yourself that we have covered your needs as regards this replacement.

The quote includes a complete spare pump/motor combination, as well as a spare replacement rotating assembly. These items will match your existing pumps, which are the classic T-series model.

A Mission Communications model M110, with digital expansion board, for monitoring the alarms and tracking data, such as pump run times and pump starts, is also included. The Mission unit would be mounted to the outside of the Gorman Rupp control panel, and wired in the factory.

Since we understand the Town will be hiring a contractor to do the installation of the control panel, we have not included any Hayes Pump or Gorman Rupp service in the quotation. Should you want or need factory trained service after the installation is complete, we would provide a formal quote at that time. We estimate this cost to be approximately \$1800 per day, including labor, travel, and expenses.

Please feel free to call with any questions. We look forward to the opportunity to work with you on this important project.

Sincerely

Richard F. Kramer
Municipal Sales Engineer

CC: G. Nye, K. Derby, L. Leclair, - Hayes Pump, Inc.

66 Old Powder Mill Road, West Concord, MA 01742



Telephone: (978) 369-8800 Fax: (978) 369-8461
www.hayespump.com

GORMAN-RUPP

The Gorman-Rupp Company
600 South Airport Road
Mansfield, OH 44903
Phone: (419) 755-1011

PROPOSAL/CONTRACT

Purchaser:

For: Town of Nantucket, MA
Gorman Rupp Control Panel Replacement for
Existing Station Serial Number 89-2976-X

Note: Our Contract includes the provisions set forth below and the Terms and Conditions on the final page hereof, including without limitation the reservation of security interest and warranty liability and price escalation clause. The information or data contained in the Proposal/Contract is proprietary to The Gorman-Rupp Company and should not be copied, reproduced, duplicated, or disclosed to any third party, in whole or in part, without the prior written consent of The Gorman-Rupp Company. The Gorman-Rupp Company will not be bound by any Terms and Conditions other than those identified in this Proposal/Contract, nor shall The Gorman-Rupp Company be liable for any liquidated damages or be a party to or bound by the terms and conditions of any other contract documents.

Gorman Rupp will provide a replacement triplex control panel for the South Valley pump station. The panel will be NEMA 1 stainless steel enclosure, 60"x48"x12", with reduced voltage starters for three (3) existing 40 HP, 3/60/480V motors, Allen Bradley PLC level controller with Allen Bradley PanelView 700 operator interface, air bubbler system for primary level sensor, submersible transducer for backup level sensor, transient voltage surge suppression, with priming protection circuitry via limit switches on existing check valves. Panel will be UL listed. Standard features include voltage monitor, air flow indicator, air bell, elapsed time monitor, high pump temperature protection, pump run lights, duplex GFI receptacle, and fault indication.

Circuit breakers will be provided for the following equipment: Pumps 1,2 and 3, disconnects 1,2 and 3, sump pump, lights/blower, dehumidifier, receptacle, control, spare flow meter, spare DC, lights/ 3 KVA transformer, station heater 1300/1500 Watt.

Alarm contacts wired to terminal blocks will be provided for: 115 VAC power failure, personnel emergency, motor overload trip for pumps 1,2 and 3; high wet well; low wet well; dry well flood alarm; common high pump temperature for pumps 1,2 and 3; prime failure; submersible transducer active.

We will provide one (1) additional T6A3-B/F pump, with 40 HP, 1800 RPM, ODP, 460V motor, vertical mount base and belt/sheave drive system, as well as one (1) T6A3-B/F spare replacement rotating assembly.

We will provide one (1) Mission M110 monitoring RTU with digital expansion board and one year of cellular and website service prepaid, installed, mounted to the Gorman Rupp control panel.

TOTAL NET PRICE DELIVERED.....\$ 62,700.00.

REMARKS:

- 1) Terms are NET 45 days from date of invoice, subject to credit approval. These terms are independent of, and are not contingent upon, the time or manner in which the purchaser may receive payment from others. Terms and Conditions are attached.
- 2) Shipment will be FOB Factory with freight allowed to the first accessible destination.
- 3) Estimated lead time for submittals is 5-6 weeks after receipt of order and credit information. Estimated lead time for equipment is 13 weeks after receipt of approved submittal data and acceptable order.
- 4) Startup service has NOT been included in the above pricing. Service, if needed, will be quoted separately.

To purchase this equipment at the price offered herein, please sign two original Proposal/Contracts and return both originals to the aforementioned address. Upon acceptance of this Proposal/Contract, The Gorman-Rupp Company will execute this Contract and return one fully executed original for your records.

Accepted this ___ day of __, 20__	Submitted this 31st day of July, 2014
Buyer: ___ Company Name	G-R Representative: Hayes Pump, Inc.
By: _____ Authorized Signature	By: <u>Richard F. Kramer</u> Authorized Signature
Print Name: ___	Print Name:
Title: ___	Title: Municipal Sales Engineer



TOWN AND COUNTY OF NANTUCKET

16 Broad Street
Nantucket, Massachusetts 02554

Telephone (508) 228-7255
Facsimile (508) 228-7272
www.nantucket-ma.gov

October 22, 2019

David J. Armanetti
Director of Real Estate Development
The Richmond Company, Inc.
23 Concord Street
Wilmington, MA 01887

RE: Waiver of Sewer Connection Permit Fees

Dear Dave:

At its September 25, 2019 meeting, the Select Board voted to confirm the waiving of Sewer Connection Permit fees, pursuant to the Sewer Connection and Dedication Agreement dated October 5, 2016 between the Town and Richmond Great Point Development, for 24 units of 80% AMI (Area Median Income) restricted apartment units within Phase I of the Meadows II apartment development project off Old South Road.

Please let me know if you have any questions.

Sincerely,

Erika D. Mooney
Operations Administrator

Cc: Finance Dept.
Sewer Dept.
Housing Director

IRONWOOD ROAD

MAP: 68
PARCEL: 335
(1.7 ACRES)

(K)

1 BLUESTEM
PLACE

(M)

2 BLUESTEM
PLACE

BLUESTEM PLACE

2 WILDFLOWER
DR.

(D.3)

BEACH
GRASS
(DUPLEX)

9 BEACH
GRASS
(DUPLEX)

11 BEACH
GRASS
(DUPLEX)

13 BEACH
GRASS
(DUPLEX)

15 BEACH
GRASS
(DUPLEX)

17 BEACH
GRASS
(DUPLEX)

19 BEACH
GRASS
(DUPLEX)

10 BEACH
GRASS

WILDFLOWER DRIVE



1

MEADOWS TWO PHASE 2A SITE PLAN

SCALE: 1/32" = 1'-0"

MEMORANDUM OF UNDERSTANDING

THIS MEMORANDUM OF UNDERSTANDING (this “MOU”), or this “Agreement”) is dated this ____ day of June, 2021, between the Town of Nantucket Affordable Housing Trust Fund, a Massachusetts municipal housing trust created pursuant to G.L. c.44, §55C, under a Declaration of Trust dated February 8, 2010, recorded with Nantucket County Registry of Deeds in Book 1221, Page 20, as amended by First Amendment to Declaration of Trust dated September 25, 2014, recorded with said Deeds in Book 1452, Page 271, acting by and through its Board of Trustees, having an address of 2 Fairgrounds Road, Nantucket, Massachusetts 02554 (the “Trust”), the Town of Nantucket (the “Town”), a municipal corporation organized under the laws of the Commonwealth of Massachusetts, with a usual place of business at the Town and County Building 16 Broad Street, Nantucket, Massachusetts 02554, acting by and through its duly elected Select Board (the “Select Board”), Richmond Great Point Development, LLC (the “Developer”), a Delaware limited liability company, and Richmond Meadows Two P2A, LLC (“Richmond”), a Massachusetts limited liability company, each having its address C/O The Richmond Company, Inc., 23 Concord Street, Wilmington, Massachusetts 01887, (collectively, the “Parties”). The Town joins in this MOU to evidence its agreement to execute the LIP / LAU Application, the amended Regulatory Agreement, and all other documents incidental and related thereto as may be necessary to obtain certification of the Units on the SHI. Except as otherwise herein defined, capitalized terms used throughout shall have the same meaning given to them in the Grant and Loan Agreement of even date herewith.

RECITALS

WHEREAS, Developer is the developer of a certain project in the Town and County of Nantucket known as the “Meadows II” Workforce Rental Housing Development Project (the “Project”) consisting of no more than a total of two hundred twenty-five (225) units, as permitted by Special Permit approved February 23, 2017 and registered with the Nantucket Registry District of the Land Court as Document No. 155492; and

WHEREAS, pursuant to that certain Local Initiative Program Regulatory Agreement and Declaration of Restrictive Covenants (the “Regulatory Agreement”) dated May 3, 2019 and registered with the Nantucket Registry District of the Land Court as Document No. 161871 and filed with Certificate of Title No. 24,872, the Developer is required to, among other things, construct and make available a total of fifty-seven (57) Units (as that term is defined in the Regulatory Agreement) for rental to households whose annual income does not exceed eighty (80%) percent of the Area Median Income (“AMI”) (adjusted for family size) as determined by the U.S. Department of Housing and Urban Development (“HUD”); and

WHEREAS, as of the date of this MOU the Developer has constructed and obtained occupancy certificates for ninety-eight (98) housing units at the Project known as Phase I of the “Meadows II”; and

WHEREAS, the Developer has proposed to construct a subsequent phase of the Project containing an additional twenty-four (24) units on land located at 2 Wildflower Drive and 1-3 Pimpnel Place, Nantucket, Massachusetts (collectively, the “Property”), shown as Lot 959 on Land Court Plan No. 16514-118 filed with Nantucket Registry District of the Land Court and more particularly described on Certificate of Title No. 24,872, to be known as Phase 2A of the “Meadows II”; and

WHEREAS, subject to Section 9 of the Regulatory Agreement, the Developer proposed to transfer, inter alia, the Property and rights to construct Phase 2A of the Project to Richmond, and Richmond shall thereafter serve as the successor developer to Developer for purposes of owning, constructing, and operating Phase 2A of the Project; and

WHEREAS, Richmond by and through the Developer has proposed to modify certain aspects of the Project and the Regulatory Agreement to reduce the affordability levels for six (6) units of rental housing available to households earning from less than eighty percent (80%) AMI to households earning less than fifty percent (50%)AMI and to convert six (6) units of market rate housing to units for rental to households earning less than one hundred (100%) percent AMI; and

WHEREAS, independent of the transaction contemplated by this MOU, Richmond intends to proceed with the construction of sixteen (16) units in the Project to be known as Phase 2B of the “Meadows II”; and

WHEREAS, to facilitate the acceleration of construction of Phase 2A and the buy-down of the affordability levels of some of the units in the Project, Richmond has requested a grant (the “Grant”) from the Trust in the amount of Nine Hundred Twenty-Five Thousand and 00/100 Dollars (\$925,000.00) and a loan (the “Loan”) in the amount of One Million Six Hundred Seventy-Five Thousand and 00/100 Dollars (\$1,675,000.00) for the construction of the Project; and

WHEREAS, the units constructed in Phase 2A will be subject to a perpetual affordable housing restriction held by the Town of Nantucket and the Department of Housing and Community Development (“DHCD”) and will be eligible for certification to the Town of Nantucket’s subsidized housing inventory (SHI) on an expedited basis as a result of the Grant and the Loan; and

WHEREAS, the votes of Article 28 and Article 37 of the 2019 Annual Town Meeting authorized the appropriation of funds for the Trust to develop affordable housing units in the Town, including the costs of construction of affordable housing units, subject to certain restrictions; and

WHEREAS, the Trust voted to award the Loan in the total amount of Two Million Six Hundred Thousand Dollars (\$2,600,000.00) to Richmond for the accelerated construction of Phase 2A and the buy-down of affordability levels of some of the units in Phase 2A of the Project, subject to Richmond's grant of an affordable housing restriction on the Property (or a modification thereto, as necessary) to be held by the Town of Nantucket and DHCD, and subject to the Trust and Richmond entering into a mutually agreeable Grant and Loan Agreement, Promissory Note, and Mortgage and Security Agreement perfecting the Trust's lien on the Property securing repayment of the Loan (among other documents, collectively the "Loan Documents").

NOW THEREFORE, in consideration of the foregoing and in consideration of other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties agree as follows:

1. Acquisition of the Property. Within a reasonable time of the execution of this MOU and prior to the Trust's obligation to fund either the Grant or the Loan as set forth in the Grant and Loan Agreement, the Developer shall grant and convey the Property to Richmond by quitclaim deed, conveying good and clear record and marketable title thereto, and Richmond shall undertake a title examination of the Property free of encumbrances on the Property which will interfere with Richmond's proposed use of the Property. Prior to the payment of the Loan Funds Richmond shall undertake a title examination of the Property and deliver a Title Insurance Commitment to the Trust for its review and approval, containing no other monetary liens or encumbrances on the Property except for the First Mortgage on the Property to Natick South, LLC in the original principal amount of Thirty Million and 00/100 (\$30,000,000.00) Dollars filed with the Nantucket Registry District of the Land Court as Document No. 157520. In the event that there are any other monetary encumbrances or liens filed against the Property, then Richmond shall discharge them prior to the Trust's payment of the Loan Funds to Richmond. Upon approval of the Title Insurance Commitment, the Trust shall pay the Loan Funds according to the Grant and Loan Agreement to Richmond who shall record the Mortgage and Security Agreement with the Nantucket Registry District of the Land Court and shall deliver a Lender's Title Insurance Policy to the Trust in the insured amount of \$ 2,600,000.00.

2. Grant and Loan Funds. The Trust shall deliver the Loan Funds to Richmond pursuant to the Grant and Loan Agreement. In mutual consideration of the Trust's grant of the Loan Funds, and Richmond's agreement to buy-down the affordability levels of additional units of housing in Phase 2A as contemplated in this MOU, Richmond and the Town hereby agree to cooperate to obtain a mutually agreeable modification to the Regulatory Agreement with DHCD on terms acceptable to the DHCD and the counterparties hereto, and to register such modification with the Nantucket Registry District of the Land Court. Six (6) of the units in Phase 2A shall be rented to households whose annual income does not exceed fifty percent (50%) AMI as determined by HUD and six (6) of the units shall be rented to households whose annual income does not exceed one hundred percent (100%) AMI. There shall be no income restrictions on the remaining twelve (12) units which may be made available for rental at prevailing market rates. All

of the units in the Project shall be included on the Town's Subsidized Housing Inventory (SHI).

3. Loan Funds. Richmond shall execute a Promissory Note to be held by the Trust in the amount of \$2,600,000.00. A portion of the Loan Funds in the amount of \$925,000.00 shall convert to a grant and shall be credited against the balance of the Loan Funds upon the conditions in Section 5 below having been satisfied. Richmond agrees to make payments of principal and interest at such times and at the rate provided for in the Promissory Note. Richmond agrees that as security for the loan and the performance of its obligations, it shall grant to the Trust a Mortgage and Security Agreement on the Property, subject to the limitations and requirements that the Trust subordinate the aforementioned encumbrance to a First Mortgage as provided in the Grant and Loan Agreement in the event that such First Mortgage has not been previously filed with the Nantucket Registry District of the Land Court.

4. Construction of Units. Richmond agrees to use diligent efforts with the construction of Phase 2A of the Project and shall submit any applications or requests for modifications and seek approval of its plans and specifications from the Nantucket Historic District Commission or the Planning Board as may be needed without undue delay. Richmond shall cause the Project to be constructed in a good and workmanlike manner with good engineering and construction practices in accordance with the approved plans and specifications and in accordance with all applicable laws, by-laws, codes and regulations. Richmond shall use diligent and best efforts to construct the units and to obtain permanent occupancy certificates therefor within eighteen (18) months of the date of the disbursement of the Grant and Loan Funds.

5. LAU Application. In order for the units to eligible for certification for the Town's "Safe Harbor" for compliance with its approved Housing Production Plan pursuant to 760 CMR 56.03(4)(f), Richmond, the Developer, and the Town will use their best efforts to jointly prepare the Local Action Unit application to be filed with DHCD this month and mutually agree to meet any additional requirements of DHCD for the twenty-four (24) units to be eligible to be counted pursuant to the provisions for counting units under 760 CMR 56.03(2) such that the municipality (i.e., the Town) may request that DHCD certify its compliance with its approved Housing Production Plan in an amount equal to its 0.50% production goal for the calendar year 2021, and so that the Units are so eligible prior to the date and time a Developer (as that term is defined in 760 CMR 56.02) shall actually deliver a completed Application for Comprehensive Permit made pursuant to MGL c. 40B, §§ 20-23, and 760 CMR 56.00 to the Town Clerk and the Zoning Board of Appeals. In order for the twenty-four (24) units to be eligible for certification, Richmond agrees to deliver copies of signed building permits for these units to the Town and DHCD for the Town's request for certification promptly as they are available. Richmond also agrees to promptly prepare the necessary fair housing marketing plan and oversee the lottery for the tenant selection as required by DHCD.

6. Management of the Property. Upon completion of the construction of the

Project and the commencement of the rental of the Units, Richmond agrees to manage the Project including (but without implied limitation) all maintenance and repairs to the Project. Additionally, Richmond agrees to oversee any reporting requirements for DHCD through staff of its employ or pursuant to a third-party contract with a housing consultant, at its choice. Richmond agrees to comply with any reasonable DHCD requests as to the management of the Property and provide any documentation requested by DHCD as to a management contract on the Property, which is customarily requested of like parties.

7. Notices. All notices required or permitted to be given hereunder shall be in writing and delivered by facsimile, by hand or mailed, postage prepaid, by registered or certified mail, or by overnight express delivery with receipt required, in the case of the Trust to:

In the case of the Trust or the Town:

The Town of Nantucket Affordable Housing Trust Fund
2 Fairgrounds Road
Nantucket, MA 0255

Town of Nantucket Select Board
Attn: Dawn E. Hill Holdgate, Chair
Town & County Building
16 Broad Street
Nantucket, MA 02554

With a copy to: Tucker Holland
Municipal Housing Director
Town & County Building
16 Broad Street
Nantucket, MA 02554

And another copy to:

Vicki S. Marsh, Esq.
KP Law, P.C.
101 Arch Street
Boston, MA 02110

In the case of Richmond or Developer:

Richmond Meadows Two P2A, LLC
75 Old South Road
P.O. Box 3149
Nantucket, MA 02584
Attn: Philip Pastan, Manager

Richmond Great Point Development, LLC
23 Concord Street
Wilmington, MA 01887
Attn: Philip Pastan, its Manager

With a copy to:

Andrew D. Burek, Esq.
The Richmond Company, Inc.
23 Concord Street
Wilmington, MA 01887

Or in the case of either party to such other address as shall be designated by written notice given to the other party. Any such notice shall be deemed given when so delivered by hand or, if so mailed, when received by the party to whom it is addressed, or if sent by facsimile, on the same business day as sent.

8. Compliance with Special Permits for Richmond Projects

Richmond obtained the following permits and approvals (collectively the “Workforce Housing Permits and Approvals”) from the Planning Board of the Town of Nantucket for the Richmond Development project:

- (A) Special Permit Decision with Major Site Plan Review concerning the “Meadows II” Workforce Rental Housing Development Project, dated February 23, 2017, filed with the Nantucket Registry District of the Land Court as Document No. 155492;
- (B) Approval of a Definitive Subdivision Plan (see Planning Board File # 8013) dated January 26, 2017;
- (C) Special Permit Decision with Major Site Plan Review concerning the “Sandpiper Place I (South) Workforce Homeownership Development Project dated February 16, 2017 filed with said Registry District of the Land Court as Document No. 155431;
- (D) Approval of a Definitive Subdivision Plan (see Planning Board File # 8024) dated January 26, 2017;
- (E) Special Permit Decision with Major Site Plan Review concerning the “Sandpiper Place II” (North) Workforce Homeownership Development Project dated February 17, 2017 filed with said Registry District of the Land Court as Document No. 155432; and

(F) Approval of a Definitive Subdivision Plan (see Planning Board File # 8025) dated January 26, 2017.

In further consideration for the Trust's payment of the Grant and Loan Funds to Richmond, Richmond agrees to continue to comply with the Special Permits and Approvals of Subdivision Plans as they relate to the completion of the landscaping, installation of any bike racks, common areas, park or playground, or other improvements to the aesthetic appearance of the Project and to complete, construct and plant the landscaping and other improvements as the applicable portions of the Project are completed and as weather permits. Richmond agrees to complete the landscaping for the Richmond Development Project as were approved in connection with the Workforce Housing Permits and Approvals.

Furthermore, Richmond agrees to promptly complete the landscaping for Phase 2A in accordance with the Special Permit and landscaping plans for Phase 2A of the Meadows II in conjunction with its completion of the construction of Phase 2A.

9. Miscellaneous.

(A) This Agreement contains the entire agreement between the parties and there are no other agreements or understandings between the parties regarding the subject matter of this Agreement, except as herein contemplated. If any portion of this Agreement is declared to be illegal, unenforceable or void, then all parties to this Agreement shall be relieved of all obligations under that portion; provided, however, that the remainder of this Agreement shall be enforced to the fullest extent permitted by law. The captions in this Agreement are inserted for convenience of reference only and in no way define, describe, or limit the scope or intent of this Agreement or any of the provisions thereof. This Agreement shall be governed by and construed in accordance with the laws of the Commonwealth of Massachusetts. The recitals to this Agreement are incorporated herein.

(B) Richmond may not assign or transfer all or any portion of the benefits or obligations of this Agreement without the prior written consent of the Trust.

[Signature page(s) to follow]

IN WITNESS WHEREOF, the parties have hereto set their hands and seals as of the day referenced above.

TOWN OF NANTUCKET
AFFORDABLE HOUSING TRUST
FUND

By its Board of Trustees



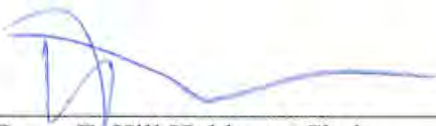
Brooke S. Mohr, Trustee and Vice-Chair

RICHMOND MEADOWS TWO P2A, LLC

By: _____

Name: Philip Pastan, Manager

TOWN OF NANTUCKET
By its Select Board



Dawn E. Hill Holdgate, Chair

RICHMOND GREAT POINT
DEVELOPMENT, LLC

By: _____

Name: Philip Pastan, Manager

IN WITNESS WHEREOF, the parties have hereto set their hands and seals as of the day referenced above.

TOWN OF NANTUCKET
AFFORDABLE HOUSING TRUST
FUND

By its Board of Trustees

Brooke S. Mohr, Trustee and Vice-Chair

RICHMOND MEADOWS TWO P2A, LLC

By: _____

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AB

TOWN OF NANTUCKET
By its Select Board

Dawn E. Hill Holdgate, Chair

RICHMOND GREAT POINT
DEVELOPMENT, LLC

By: _____

Name: Philip Pastan, Manager

AB

TOWN OF NANTUCKET AFFORDABLE HOUSING TRUST FUND

GRANT AND LOAN AGREEMENT FOR

Richmond Meadows Two P2A, LLC

This GRANT AND LOAN AGREEMENT (the “Agreement”) is made on this ____ day of June, 2021 (the “Effective Date”), by and between the Town of Nantucket Affordable Housing Trust Fund, a municipal affordable housing trust created pursuant to G.L. c. 44, §55C, under a Declaration of Trust dated February 8, 2010, recorded with Nantucket County Registry of Deeds in Book 1221, Page 20, as amended by First Amendment to Declaration of Trust dated September 25, 2014, recorded with said Deeds in Book 1452, Page 271, acting by and through its Board of Trustees, having an address of 2 Fairgrounds Road, Nantucket, Massachusetts 02554 (the “Trust”), and Richmond Meadows Two P2A, LLC (the “Grantee”), a Massachusetts limited liability company, having an address of 23 Concord Street, Wilmington, Massachusetts 01887.

WITNESSETH:

WHEREAS, Richmond Great Point Development, LLC (the “Developer”), a Delaware limited liability company, having an address of 23 Concord Street, Wilmington, Massachusetts 01887 presented a proposal to the Trust for the funding for the buy-down of the affordability levels of six (6) affordable units and the conversion of six (6) market rate units for rental to restricted income level households located at 2 Wildflower Drive and 1-3 Pimpernel Place, Nantucket, Massachusetts and shown as Lot 959 on Land Court Plan No. 16514-118 (the “Property”) to be constructed in a twenty-four (24)-unit mixed income housing project by the Grantee on the Property, to be known as Phase 2A of the “Meadows II” Workforce Rental Housing Development Project (the “Project”) and the acceleration of the construction of the units in Phase 2A; and

WHEREAS, the Project is subject to that certain Local Initiative Program Regulatory Agreement and Declaration of Restrictive Covenants (the “Regulatory Agreement”) dated May 3, 2019 and registered with the Nantucket Registry District of the Land Court as Document No. 161871 and filed with Certificate of Title No. 24,872, and the Developer, in exchange for the Trust’s funding, has proposed to modify certain aspects of the Project, and the Regulatory Agreement, to reduce the affordability levels for six (6) units of rental housing available to households earning from eighty (80%) percent of the annual median income (“AMI”) to households earning less than fifty (50%) AMI, and to convert six (6) units of market rate rental housing to units for rent to households earning less than one hundred (100%) percent AMI; and

WHEREAS, subject to Section 9 of the Regulatory Agreement, the Developer proposed to transfer, inter alia, the Property and rights to construct (as modified) Phase 2A of the Project to Grantee, and Grantee shall thereafter serve as the successor developer to Developer for purposes of owning, constructing, and operating Phase 2A of the Project; and

WHEREAS, to accelerate construction of Phase 2A, Developer requested a grant (the “Grant”) from the Trust in the amount of Nine Hundred Twenty-Five Thousand and 00/100 Dollars

(\$925,000.00) and a loan (the “Loan”) in the amount of One Million Six Hundred Seventy-Five Thousand and 00/100 Dollars (\$1,6750,000.00) for the sole purpose of construction of the Project; and

WHEREAS, all of the units constructed in Phase 2A will be subject to a perpetual affordable housing restriction held by the Town of Nantucket and will be eligible for certification to the Town of Nantucket’s Subsidized Housing Inventory (SHI) on an expedited basis as a result of the Grant and the Loan; and

WHEREAS, the votes of Article 28 and Article 37 of the 2019 Annual Town Meeting authorized the appropriation of funds for the Trust to develop affordable housing units in the Town of Nantucket, including the costs of construction of affordable housing units, provided the units are available to households with incomes of not less than 30% of the area median income of the Town of Nantucket (the “AMI”) or more than 200% AMI, as most recently determined by the United States Department of Housing and Urban Development (“HUD”): and

WHEREAS, the Trust voted to award the total amount of the Grant and Loan funds as a Loan in the amount of \$2,600,000.00, subject to conditions contained herein Developer for the construction of Phase 2A of the Project, subject to Grantee’s grant of an affordable housing restriction on the Property (or a modification thereto, as necessary) to be held by the Town of Nantucket, and subject to the Trust and Grantee entering into a mutually agreeable Grant and Loan Agreement, Promissory Note, and Mortgage and Security Agreement perfecting the Trust’s lien on the Property and securing repayment of the Loan (among other documents, collectively the “Loan Documents”).

WHEREAS, the Trust now wishes to enter into this Agreement with the Grantee to set forth the terms of the Grant and the Loan;

NOW THEREFORE, the Trust and Grantee agree as follows:

1. Funding and Closing.

- (A) As appropriated by Articles 28 and 37 of the 2019 Annual Town Meeting and approved by the Select Board, the Trust at a meeting held on _____, 2021 voted to loan to Grantee a total of \$2,600,000.00 (the “Loan Funds”) on the condition that the Grantee shall use the Loan Funds only for the construction of the Project, and for the purposes of the Project incidental and related thereto, as set forth more particularly in the Developer’s proposal, and this Agreement, and furthermore that \$925,000 of the Loan Funds shall convert to a grant to be credited toward the balance of the Loan Funds at such time as the Units are eligible to be counted pursuant to the provisions for counting units under 760 CMR 56.03(2) such that the municipality (i.e., the Town) may request that the Department of Housing and Community Development (“DHCD”) certify its compliance with its approved Housing Production Plan in an amount equal to its 0.50% production goal for the calendar year 2021 in accordance with 760 CMR 56.03 (4) (f), and so long as the Units are so eligible prior to the date and time a Developer (as that term is defined in 760 CMR 56.02) shall actually deliver a completed Application for Comprehensive Permit made

pursuant to MGL c. 40B, §§ 20-23, and 760 CMR 56.00 to the Town Clerk and the Zoning Board of Appeals. The Select Board then ratified its vote at their meeting on May ___, 2021.

- (B) Subject to the terms and conditions of this Agreement and the Promissory Note, the Trust hereby agrees to advance the Loan Funds, and Grantee hereby agrees to borrow the Loan Funds in accordance with the terms and conditions of the Loan Documents, in the principal sum of Two Million Six Hundred Thousand and 00/100 (\$2,600,000.00) Dollars, not later than the fifth (5th) day following the Effective Date of this Agreement.

2. Conditions.

- a) The Grantee shall construct the Project in accordance with the approved plans and specifications showing in detail the location, layout and size of the units, the landscaping and all other improvements to be constructed on the Property commencing the work on the Project within two (2) months from the date of the Effective Date (the “Commencement Date”) and completing the Project within eighteen (18) months from the Commencement Date (the “Completion Date”), unless extended by the Trust for good cause. The Grantee is responsible for obtaining all requisite municipal approvals of the plans and specification.
- b) Excess or unused Grant Funds or Loan Funds will be returned to the Trust if the Project has not begun or the Project has not been completed as provided for in the foregoing Section 2(a).
- c) The Grantee, the Town of Nantucket, and DHCD shall enter into a Regulatory Agreement and Declaration of Restrictions (or modification thereof) on terms satisfactory to the Grantee and the Town, which shall require the Property to be used for affordable housing purposes in perpetuity, which shall survive foreclosure of any mortgages and/or other liens encumbering the Property, and grant the Town the independent permanent right to enforce the terms thereof without regard to whether DHCD remains as a party thereto (the “Regulatory Agreement”). Six (6) of the units shall be rented to households whose annual income does not exceed fifty percent (50%) AMI as determined by HUD and six (6) of the units shall be rented to households whose annual income does not exceed one hundred (100%) AMI. For the avoidance of any doubt, the remaining twelve (12) units in the Project may be rented to households at prevailing market rates without restriction. All the units in the Project must be eligible for inclusion in the Town’s Subsidized Housing Inventory (“SHI”). All mortgages and other liens on the Property shall be subordinate to the Regulatory Agreement, or a modification thereof. Grantee shall construct the Project on the Property for affordable housing purposes, consistent with the Special Permit and the Regulatory Agreement.
- d) The Grantee agrees that as security for the Loan of the Loan Funds to the Grantee, and as security for the performance of the Grantee’s obligations hereunder and as arise under the Regulatory Agreement, Grantee shall grant to the Trust a fifty (50) year mortgage on the Property (the “Mortgage”), and shall issue to the order of the Trust a Promissory Note (the “Note” or the “Promissory Note”), both in form acceptable to Town Counsel, which Note shall have an interest rate of one and forty-six hundredths percent (1.46%) per annum, to

be discharged at the end of said fifty (50) year term, notwithstanding any repayment of the Loan Funds, to ensure compliance with the affordability requirements in the Regulatory Agreement, provided that the Trust's Mortgage shall at all times be subject to Section 18 of this Agreement and fully subordinate to the First Mortgage on the Property. The loan secured by said Mortgage shall be come fully due and payable, with interest at the rate of one and forty-six hundredths percent (1.46%) per annum upon the occurrence of the following conditions, among others: (i) the Project is not constructed or is not rented in compliance with the Regulatory Agreement, or (ii) the Project is not completed by the Completion Date. The foregoing shall be and constitute events of default, which are subject to the notice and cure requirements of the Loan Documents.

- e) Unless and until (x) the Units to be constructed on the Property are eligible to be counted pursuant to the provisions for counting units under 760 CMR 56.03(2) such that the municipality (i.e., the Town) may request that DHCD certify its compliance with its approved Housing Production Plan in an amount equal to its 0.50% production goal for the calendar year 2021 in accordance with 760 CMR 56.03 (4) (f); and (y) the Zoning Board of Appeals for the Town of Nantucket may deny a Developer's (as that term is defined in 760 CMR 56.02) Application for Comprehensive Permit made pursuant to MGL c. 40B, §§ 20-23, and CMR 56.00, on the grounds that DHCD has certified the Town's compliance with the goals of its approved Housing Production Plan, in accordance with 760 CMR 56.03(4) and 760 CMR 56.03(4)(f) as a result of the countability of the Units, each prior to the date and time such Developer shall actually deliver its completed Application to the Town Clerk and the Zoning Board of Appeals, the Grant Funds shall be deemed and construed to be additional "Loan Funds" and shall be repayable to the Trust pursuant to the Note. For the avoidance of doubt, (1) if at any time the Units become ineligible for certification on the SHI following their initial eligibility then the Grant Funds shall convert to Loan Funds and be repayable to the Trust as a portion of the Loan, provided, however, such event shall not otherwise limit or prohibit the Trust's recourse hereunder or under the Loan Documents; and (2) if the Town or the Board are unable to deny a Developer's Application for Comprehensive Permit made pursuant to MGL c. 40B, §§ 20-23, and CMR 56.00 for reasons or upon grounds which are independent of, or contributory to, the failure or refusal of the Grantee to satisfy the conditions set forth in this subparagraph (e), then despite the efforts or any action, inaction, or other omission of the Grantee, the Grant Funds shall not be Loan Funds and shall not be required to be repaid to the Trust pursuant to the Note.
- 3. Project / Grantee Contact. Grantee, from time to time during the term of this Agreement, shall identify in writing a contact person responsible for administration of the Project. Grantee's contact person shall be interchangeable throughout the term of this Agreement and shall be designated by Grantee together with written notice of each change. Initially the individual responsible for administration of the Project shall be Philip Pastan, as he is the Manager of the Grantee.
 - 4. Budget/Other Sources of Funding. Prior to the commencement of the Project, Grantee must submit a complete project budget to the Trust for its review and approval that accounts for (a) the expenditure of all funds awarded under this Agreement; and (b) the identity and amounts

of all other sources of funding, if any, to complete the Project. If the Trust determines that the Loan Funds have been spent on goods and/or services not included in the Project budget, the Trust may withhold additional payments until detailed invoices are presented for review and approval by the Trust.

5. Payments. The Trust shall not disburse any Loan Funds for the construction of the Project until the Grantee has title to the Property and the Deed and Mortgage to the Trust are filed with the Nantucket Registry District of the Land Court. Notwithstanding anything herein to the contrary, if the actual total cost of the Project is more than the Loan Funds (the difference between the two amounts referred to hereinafter as the "Excess", the Trust shall have no obligation to pay the Excess. The Grantee is obligated to perform the work in a good and workmanlike manner and in compliance with the approved plans and specifications for the Project. The Loan Funds shall be disbursed to Grantee as follows:
 - a) One Million and 00/100 (\$1,000,000.00) Dollars shall be disbursed upon approval of the Title Insurance Commitment and at such time as Grantee shall record, or cause to be recorded, the Mortgage and Security Agreement with the Nantucket Registry District of the Land Court and shall deliver a Lender's Title Insurance Policy to the Trust in the insured amount of up to \$2,600,000.00;
 - b) Five Hundred Thousand and 00/100 (\$500,000.00) Dollars shall be disbursed on June 1, 2021;
 - c) Five Hundred Thousand and 00/100 (\$500,000.00) Dollars shall be disbursed on July 1, 2021; and
 - d) Six Hundred Thousand and 00/100 (\$600,000.00) Dollars shall be disbursed on August 1, 2021.
6. Liability of the Trust. The Trust's liability hereunder shall be to make the payments specified in Section 1 of this Agreement, provided that the conditions set forth in Sections 2 and 5 have been satisfied by Grantee, and the Trust shall be under no further obligation or liability. Nothing in this Agreement shall be construed to render the Trust or any elected or appointed official or employee of the Trust, or their successors in office, personally liable for any obligation under this Agreement.
7. Indemnification. Grantee shall indemnify, defend, and hold the Trust and its officers, employees, servants and agents harmless from and against any and all claims, demands, liabilities, actions, causes of actions, costs and expenses, including attorneys' fees, arising out of or relating to Grantee's performance of the Project, the condition of the Property, or the negligence or misconduct of Grantee or Grantee's agents or employees.
8. Reports; Inspection. Grantee shall provide the Trust with progress reports during the construction period at three (3)-month intervals beginning sixty (60) days from the Effective Date, for so long as the Loan Funds remain unexpended, and with final notification within thirty (30) days after the completion of the Project. The Trust shall have the right, upon

reasonable request, to inspect the work of Grantee upon reasonable advance notice and in the presence of an agent of Grantee, including the right to enter the Property.

9. Public Records; Loan Documents. All documents relating to the Project, including, but not limited to, photographs, videos, etc., submitted to the Trust shall become the property of the Town and shall be available for use by the Trust and available by the public under the Massachusetts Public Records Law. The Loan Documents consist of this Agreement, the Proposal, the Note, the Mortgage, and all documents attached thereto, the Regulatory Agreement, and all plans and specifications approved for the Project. The Loan Documents and the Memorandum of Understanding constitute the entire agreement between the parties concerning the Project.
10. Record Keeping. Grantee agrees to keep, for a period of six (6) years after construction of the Project is completed, such records with respect to the utilization and the proceeds of this Agreement as are kept in the normal course of business and such additional records as may be required by the Trust. Grantee further agrees to make these records available to the Trust upon written request.
11. Assignment or Transfer of Property. (a) This Agreement, the Loan Documents, and each and every document evidencing the Trust's security interest in the Property may not be sold, assigned, conveyed, and otherwise transferred by Grantee, without the Trust's prior written consent subject, however, to the limitations or restrictions contained in the Regulatory Agreement. In no event shall the Grantee sell, transfer, convey or otherwise dispose of the Property and/or the Units to anyone other than to a successor developer or Project Sponsor approved by DHCD and the Town, or to an eligible household for rent. The Grantee shall not encumber the Property or any part thereof other than by a grant of a First Mortgage, a Notice of Contract with a general contractor constructing the Project, one or more residential leases, or customary and reasonable utility easements, except with the prior written consent of the Trust, which consent shall not be unreasonably withheld, conditioned, or delayed. With the exception of a sale of the majority (or controlling interest) of the beneficial interest of the Grantee, the sale, transfer, assignment, or other grant or conveyance of an equity ownership interest in the Grantee shall not be considered a sale, transfer, or assignment requiring consent of the Trust.

(b) Transfer or Assignments to Control Entity. Notwithstanding the foregoing subparagraph (a) or anything contained herein or in the Loan Documents to the contrary, provided no Event of Default has occurred and is continuing, this Agreement, the Note, the Loan Documents, and each and every document evidencing the Trust's security interest in the Property shall be fully transferable upon Grantee's sale of the Project, in whole or in part, without the prior written consent of the Trust if the purchaser or assignee is an entity that the Grantee controls, that is under common control with Grantee or that controls the Grantee (in the alternative, a "Control Entity"), provided that: (i) the Grantee sends written notice to the Trust at least thirty (30) days prior to any such transfer, notifying the Trust of the transferee's name and evidence of the control relationship; and (ii) any such Control Entity transferee shall enter into an Assumption Agreement, reasonably acceptable to the Trust, expressly agreeing to perform all of the Grantee's obligations under these Loan Documents. However, in the event of a sale, transfer,

or assignment of the controlling interest of the beneficial interest of the Grantee, then such a sale, transfer, or assignment shall require the prior written consent of the Trust.

(c) Transfer or Assignments to Eligible Transferee. Provided no Event of Default has occurred and is continuing, the Grantee shall have the right to transfer or assign its right, title, and interest in the Property, this Agreement, and the Loan Documents to a party other than a Control Entity upon Grantee's sale of the Project (in whole or in part), with the consent of the Trust which shall not be unreasonably withheld provided they qualify as an "Eligible Transferee" as defined below.. The Grantee shall send written notice to the Trust at least sixty (60) days prior to any such transfer or assignment, notifying the Trust of the buyer's names and evidence that such transferee is an "Eligible Transferee " and provides copies of their financial statements certified by an certified accountant or auditor. For purposes of this Agreement, an "Eligible Transferee" shall be defined as an individual(s) or entity which meets the following qualifications: (i) the purchaser is approved by DHCD pursuant to the Regulatory Agreement; (ii) the purchaser (or its principals or affiliates serving as Project Sponsor) has demonstrable experience in the operation and management of affordable rental housing of not less than 100 cumulative units in the Commonwealth of Massachusetts or other state or jurisdiction having programs reasonably similar to those administered under MGL c. 40B; (iii) the purchaser (or its principals or affiliates serving as Project Sponsor) has an evidenced net worth of not less than twenty million (\$20,000,000) dollars; (iv) the purchaser produces a binding loan commitment from an institutional lender doing business in the Commonwealth of Massachusetts for the purchase money proceeds necessary to acquire the Property / Project; (v) the purchaser is itself or has engaged a professional property management firm that has experience managing large, mixed income, and affordable properties; and (vi) the purchaser executes an assignment and assumption agreement reasonably acceptable to counsel to the Trust binding the purchaser to the terms of the Loan Documents. In the event that the buyer or assignee is deemed to be an Eligible Transferee, then they shall also deposit an amount equal to one (1) years' debt service on the Note into a separate account to be held by the Town for purposes of payment to the Trust of unpaid debt service by the Eligible Transferee if there is a default in the payment of the Note, which shall be replenished annually in the event that the Eligible Transferee has withdrawn funds from the reserve account for payment of its debt service to the Trust. The financing and refinancing of the Property by the Grantee shall not be considered a sale, transfer, assignment, or other conveyance requiring consent from the Trust.

12. Termination. In the event Grantee fails to fulfill all obligations under the terms of this Agreement, as determined by the Trust, and such failure is not cured within forty-five (45) days after the Trust has given written notice to Grantee specifying such failure, the Trust shall have the right, in its sole discretion, to terminate this Agreement upon written notice to Grantee. Upon receipt of said termination notice, Grantee shall cease to incur additional expenses in connection with this Agreement. Upon termination, and subject to the Loan Documents, the Trust shall be free to pursue any available rights or remedies, including without limitation, recapture of Loan Funds as set forth in Section 13 below. Upon the expiration or earlier termination of this Agreement, all rights and obligations of the parties hereunder shall expire and be of no further force and effect, except that the provisions of Sections 2, 6, 7, 10, 12, 13, and 18 shall survive said expiration or earlier termination.

13. Return of Funds. In the event Grantee fails to fulfill all obligations under the terms of this Agreement and this Agreement is terminated pursuant to Section 12, any Grant Funds or Loan Funds granted to Grantee under this Agreement and not yet expended shall be returned forthwith to the Trust without further expenditure thereof. If Grantee fails to fulfill its obligations under the terms of this Agreement as a result of negligent or intentional acts or omissions of Grantee or its agents, employees, contractors or invitees, Grantee shall be liable to repay to the Trust the entire amount of the Grant Funds and Loan Funds provided under this Agreement, and the Trust may take such steps as are necessary, including legal action, to recover such funds. Any Grant Funds or Loan Funds so returned or recovered shall be placed in the Trust's account. In the event that the Trust takes legal action under this Agreement, Grantee shall pay any and all costs, including reasonable attorneys' fees, expended for the enforcement of this Agreement.
14. Compliance with Laws. Grantee shall comply with all Federal, State and local laws, rules, regulations and orders applicable to the Project, such provisions being incorporated herein by reference, and shall be responsible for obtaining all necessary licenses, permits, and approvals required in connection with the Project. No local permit or license is waived by the award of this grant.
15. Notice. Any and all notices, or other communications required or permitted under this Agreement, shall be in writing and delivered by hand or mailed postage prepaid, return receipt requested, by registered or certified mail or by other reputable delivery service, to the parties at the addresses set forth on Page 1 or furnished from time to time in writing hereafter by one party to the other party. Any such notice or correspondence shall be deemed given when so delivered by hand, if mailed, when deposited with the U.S. Postal Service or, if sent by private overnight or other delivery service, when deposited with such delivery service.
16. Severability. If any term or condition of this Agreement or any application thereof shall to any extent be held invalid, illegal or unenforceable by the court of competent jurisdiction, the validity, legality, and enforceability of the remaining terms and conditions of this Grant Agreement shall not be deemed affected thereby unless one or both parties would be substantially or materially prejudiced.
17. Governing Law. This Agreement shall be governed by, construed and enforced in accordance with the laws of the Commonwealth of Massachusetts and Grantee submits to the jurisdiction of any of its appropriate courts for the adjudication of disputes arising out of this Grant Agreement.
18. First Mortgage Requirements. Grantee and every successor and assignee of Grantee permitted hereunder, shall have the right, without Trust's consent, from time to time, to mortgage and refinance its interest in this Property and the Project, or any part or parts thereof, without limitation as to amount of the mortgage and what the mortgage secures, under the first mortgage on the Property, or a refinanced First Mortgage (each a "First Mortgage"), and the right to assign unconditionally, collaterally or otherwise, the Property, the Project, all leases, and any other collateral security owned by Grantee or in which Grantee may have an interest

for such First Mortgage, provided that Grantee may not use the proceeds of the refinanced First Mortgage to pay off or make a partial repayment of any loans subordinate to the Trust's Mortgage or to make a distribution to any beneficial owner of Grantee without the Trust's consent if the Grantee shall not be current in its repayments under the Note. All proceeds of any First Mortgage shall belong to Grantee.

For the purposes of this Agreement, and all related Loan Documents, the term "First Mortgage" shall include (without implied limitation) mortgages, deeds of trust, assignments of leases and rents, and all similar instruments, as well as security interests, including (without implied limitation) security interests in personal property, and pledges and assignments of the Grantee's interest in the Property and the Project, and modifications, replacements, and consolidations of any of the foregoing, and the term "Property and Project" shall include, but not be limited to, the Property and all improvements, fixtures, and equipment thereon for these purposes.

Until the Maturity Date, as that term is defined in the Promissory Note, and any extension thereof, the following shall apply in connection with First Mortgages:

- (a) The Trust or any successor Holder of the Loan shall, upon serving Grantee with any notice of default, simultaneously serve a copy of such notice upon a First Mortgagee of record, to the name and address of such First Mortgagee provided by Grantee. The First Mortgagee shall thereupon have the right to remedy or cause to be remedied the defaults complained of pursuant to the terms and conditions, and within the timeframes provided in this Agreement or such other discrete instrument of the Loan Documents under which the default shall arise (time being of the essence), including reimbursement to Trust for any costs or expenses incurred if payable by Grantee under such circumstances, and Trust shall accept such performance by or at the instigation of the First Mortgagee as if the same had been done by Grantee, provided, however, that the First Mortgagee shall never be obligated to do so.
- (b) Trust shall take no action to effect a termination of this Agreement or the Mortgage, to accelerate any payment due under the Promissory Note, or to commence any action in the nature of foreclosure by reason of any default, without first giving to the First Mortgagee a reasonable time within which either (i) to cure such default, in the case of a default which can be cured by the First Mortgagee without the commencement of foreclosure proceedings or obtaining possession of the Property; or (ii) in the case of a default which cannot be cured unless and until the First Mortgagee has obtained possession of the Property, to obtain possession of the Property (including possession by a receiver), and thereafter to cure such default; or (iii) to institute foreclosure proceedings, as expeditiously as is reasonable and prudent under the circumstances, subject to such delays as are beyond the First Mortgagee's reasonable control, and thereafter to cure such default; provided, however, that (x) in the case of a default in the payment of money, a reasonable time to cure the same shall be thirty (30) days following receipt of notice of the expiration of the grace period for Grantee, without cure; (y) the First Mortgagee

shall not be required to continue such possession or such foreclosure proceedings which may theretofore have been instituted following a curing of any such default by the Grantee; and (z) nothing herein shall preclude the Trust from exercising any rights or remedies under this Agreement or the other Loan Documents, other than the rights specifically set forth and governed by this Section 18, with respect to any other default by the Grantee during any period of such forbearance. So long as any such default is cured within the time hereinbefore provided the Trust shall not effect a termination of this Agreement or the Mortgage, accelerate any payment due under the Promissory Note, or commence any action in the nature of foreclosure by reason of such default so cured.

- (d) In the event of the termination of this Agreement for any reason whatsoever, including, without limitation, default of Grantee, the Trust shall, except as hereinafter provided, enter into a new agreement with the First Mortgagee or its successors, assigns, grantees, or any nominee for the remainder of the term of the Promissory Note effective as of the date of such termination, upon equivalent terms, covenants, agreements, provisions, and limitations as contained in the Loan Documents, provided, however:
 - (i) such First Mortgagee makes written request for such new agreement within thirty (30) days from the date of such termination; and
 - (ii) such First Mortgagee pays or causes to be paid to Trust at the time of the execution and delivery of such new agreement any and all sums which would at the time of the execution and delivery thereof be due under this Agreement or under the Promissory Note but for such termination, and pays or causes to be paid any and all reasonable expenses, including reasonable counsel fees, court costs and costs, and disbursements incurred by the Trust in connection with any such termination; and
 - (iii) such First Mortgagee cures any and all other defaults under this Agreement or any of the Loan Documents reasonably susceptible of being cured (only defaults which can be cured by the expenditure of money being deemed reasonably susceptible of being so cured).

The First Mortgagee, and its successors, assigns, grantees, and any nominee thereof shall have the same rights, title, and interest in and to the Property and the Project as Grantee. If the First Mortgagee succeeds to Grantee's interest in any of the Loan Documents, its liability extends only so long as it is the holder of the Grantee's interest thereunder, and it shall be released of all further liability from and after the date of any assignment of such interest.

- (e) The Trust agrees that the name of the First Mortgagee may be added to the "Loss Payable Endorsement" of any and all insurance policies required to be carried by Grantee under the Loan Documents. The proceeds from any insurance policies are

to be held by any First Mortgagee and distributed pursuant to the provisions of its First Mortgage.

- (f) The Trust agrees, within fourteen (14) days of its receipt, to execute, acknowledge and deliver any agreements modifying this Agreement requested by any First Mortgagee, provided that such modification does not decrease Grantee's obligations pursuant to the Loan Documents or its repayment obligations arising under the Promissory Note.
- (g) The Trust agrees that the First Mortgage lien upon the Property and the Project shall at all times have priority in interest as an encumbrance thereon over the Trust's interest, and the Trust's Mortgage shall at all times be subordinate to the interest and lien of the First Mortgagee as if the First Mortgage were granted prior to the creation of the Trust's mortgage interest in the Property. Accordingly, the Trust (any successor Holder to the Trust) shall, upon request, execute, acknowledge and deliver to Grantee and to the First Mortgagee, such reasonable documents requested by Grantee or any First Mortgagee from time to time, including without limitation, an estoppel certificate concerning the status of Grantee's performance of obligations arising under the Loan Documents, including specifically (but without implied limitation) a statement that Grantee is not in default of any payment obligation, and one or more subordination agreements evidencing the priority of the First Mortgagee's right, title, and interest in the Property as superior or senior to the Trust's interests, all in such forms as are mutually satisfactory to such First Mortgagee, Grantee and the Trust.
- (h) The failure by any such First Mortgagee to exercise the right under any provision of this Agreement shall not be deemed a waiver of its right under any other provision hereof.

The Trust shall, upon request of Grantee or any First Mortgagee, execute, acknowledge, seal, and deliver any and all of the instruments to be executed by it, necessary or required to effectuate the provisions of this Section 18 in a form reasonably acceptable to the Trust. If the Trust or any successor Holder of the Loan Documents cannot be identified with reasonable diligence or is unknown to the Grantee or any First Mortgagee, then such request of Grantee or any First Mortgagee shall be considered constructively granted in the affirmative after thirty (30) days' time and the Trust's interest in the Property shall be, and hereby is, automatically subordinated to the First Mortgage without the requirement of any further act or writing.

19. Recourse Restrictions. Prior to the Maturity Date of the Note, the Loan Documents and the Mortgage and Security Agreement shall be non-recourse to the Grantee, the Property, and the interest of the First Mortgagee, for the Grantee's non-payment of the Note and any other amounts due to the Trust pursuant to the Note and Loan Documents, except for any default caused by the Grantee's gross negligence or intentional misconduct. Notwithstanding the foregoing, the Trust may at any time during the term of the Note and the Mortgage bring or participate in any suit, claims, or actions against the Grantee to enforce the provision of the Regulatory Agreement concerning eligibility for certification of the Units on the SHI and the enforcement of the priority

and continued existence of the Affordable Housing Restriction. In the event of non-payment of the Note, the Trust's remedy, prior to the Maturity Date, except as caused by the Grantee's gross negligence or intentional misconduct, shall be a payment by the Grantee from the available income, if any, generated by the Grantee's operation of the Property, as demonstrated by the Grantee's audited or certified financial statements, after Borrower's payment of (i) operating expenses necessary to operate the Property in accordance with Grantee's operating budget including, but not limited to, real estate taxes, insurance premiums, property management fees, development fees, accounting, bookkeeping, and tax preparation costs, utilities, repairs, maintenance, advertising expenses, monitoring agent fees, lottery expenses, and reserves for working capital and payment of contingent liabilities; and (2) all amounts due and payable to the First Mortgagee. If available cash after payment of aforementioned exclusions is insufficient to pay annual debt service due and payable to the Trust pursuant to the Note, then interest on the Loan shall continue to accrue at the rate set forth therein, provided, however, that Grantee's payment obligations shall forebear until available cash is sufficient to repay the unpaid debt service (plus all accrued interest as of the date of repayment) together with any other payment currently due and payable to the Trust. In addition to the Loan Documents, Grantee has entered into a certain Debt Subordination Agreement with the Trust, of even date herewith, wherein the Grantee covenants not to make distributions, payments, repayments, or other remunerations (excepting specifically annual estimated federal, state, and local income tax distributions for items of partnership taxation) to individuals or other legal entities holding any equity or other beneficial ownership interest in the Grantee for the duration of time that any non-payment default is outstanding and uncured under the Note or the Loan Documents.

[Signature Page(s) to Follow]

IN WITNESS WHEREOF, the parties hereto have executed this Grant and Loan Agreement on the day and year first written above.

GRANTOR / TRUST:

TOWN OF NANTUCKET
AFFORDABLE HOUSING TRUST
FUND

By its Board of Trustees

GRANTEE:

RICHMOND MEADOWS TWO P2A, LLC

By: _____
Name: Philip Pastan, its Manager



Brooke S. Mohr, Trustee and Vice-Chair

IN WITNESS WHEREOF, the parties hereto have executed this Grant and Loan Agreement on the day and year first written above.

GRANTOR / TRUST:

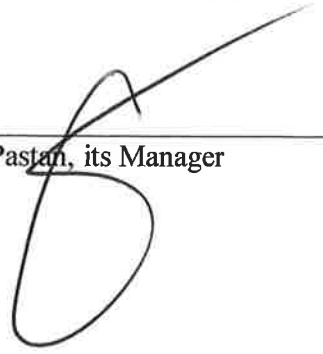
TOWN OF NANTUCKET
AFFORDABLE HOUSING TRUST
FUND

By its Board of Trustees

GRANTEE:

RICHMOND MEADOWS TWO P2A, LLC

By:


Name: Philip Pastan, its Manager

AB

Brooke S. Mohr, Trustee and Vice-Chair

Executive Summary

Proposed Revisions to Chapter 336 for Select Board Consideration November 3, 2021

Introduction

The Town of Nantucket proposes to revise Chapter 336 to include Fats, Oils and Grease (FOG) regulations in the currently reserved Article IV as well as modified provisions related to sewer connections, easements and acceptance of sewers.

Fats, Oils and Grease Regulations

At the time that the updated sewer regulations were promulgated in mid-2020, Article IV was reserved for regulations pertaining to Fats, Oils and Grease (FOG). The Town of Nantucket's consultant, Hazen and Sawyer evaluated the Town's current practices to control the discharge of FOG into the sewer system and prepared draft regulations to be incorporated in Article IV.

The proposed regulations will strengthen the Town's efforts to prevent the deleterious effects of Fats, Oils and Grease on the collection system and treatment plants. These materials are major contributors of sanitary sewer collection system clogging, backups and overflows. Additionally, FOG that reaches that treatment plants can interfere with treatment potentially causing effluent violations.

Sewer Connections, Easements and Acceptance of Sewers

During a December 2, 2020, Select Board meeting, the following issues pertaining to sewer connections were discussed:

1. Exemption from the new sewer connection fee for year-round residents
2. Relief from the sewer connection fee for property owners who abut a privately developed sewer once it becomes a Town of Nantucket Sewer

The Town requested that Hazen and Sawyer and Town Counsel, John Giorgio evaluate these issues from both a regulatory and legal perspective.

With respect to the first issue, exemption from the sewer connection fee for year-round residents, John Giorgio in a February 22, 2021, memorandum to Erika Mooney advised, "In order to avoid the risk and uncertainty of a court challenge, however, a safer approach, in my opinion, would be to seek special legislation authorizing the Town to provide a credit on sewer connection fees to homeowners who, for example, qualify for the residential exemption for real estate taxes."

In subsequent communications, Mr. Giorgio provided additional detail on the process to submit special legislation to the state legislature for consideration through a Home Rule Petition to allow an exemption

of the sewer connection fee. The first step in the process would be to draft a warrant article on the Home Rule Petition to be presented for approval at the May 2022 Town Meeting. Should the petition be approved, it would then be submitted to the legislature for approval.

The Town is requesting that the Select Board provide direction on seeking special legislation to allow exemptions from the sewer connection fee for residents who qualify for the residential exemption for real estate taxes.

With respect to the second issue, relief from the sewer connection fee for abutters to private sewer extensions that have been accepted as Town of Nantucket Sewers, the Town considered the following options:

- a) Modify §336-11 to require developers of private sewer extensions to cover either all or a portion of the sewer connection fees for adjacent properties that are subject to the fee.
- b) Revise the Policy for Sewer Fee Waiver Requests to allow the Select Board to waive sewer connection fees for existing properties that would be required once a private sewer extension becomes the property of the Town of Nantucket.
- c) Modify the Sewer Regulations to add a provision to § 336-11 to allow the sewer connection fee to be apportioned over time in a manner similar to the provision set out in § 336-13 C. for sewer capacity fees.

During subsequent discussions between Town staff, it was determined that option a) was preferred and would be presented to the Select Board for consideration. In addition, clarifications to the regulations pertaining to the acceptance of sewers and easement requirements as well as clarifying language to the introductory section of Article I have been proposed.

Considerations for the Select Board

- 1. Article I, Modifications: Replace “Town Meeting” with Select Board and add a reference to the Nantucket Sewer Act.
- 2. Revisions to §336-2 B(2) to clarify when a new sewer is accepted by the Town and thus, available to abutting properties.
- 3. Revisions to §336-2 C to clarify when the “two year clock” begins for requiring connections to the Nantucket Sewer System.
- 4. Revisions to §336-2 Q regarding acceptance of sewer main extensions.
- 5. Addition of a new Article I, Exhibit 1, General Acceptance of Sewers that sets out the specific procedures for acceptance of sewers. Note that the former Article I, Exhibit 1, Town of Nantucket, Massachusetts Policy for Sewer Stubs and Reconnection, would become Article I, Exhibit 2.
- 6. Revisions to 336-8 to require that easements be obtained from all abutting property owners for sewer main extensions.

7. Revisions to §336-11 to add a new paragraph B (with subsequent renumeration) to require developers to cover a portion of the sewer service connection fees with the portion to be determined by the Select Board and added to Article II, Exhibit 1.
8. Revisions to §336-17 to delete the language pertaining to the sewer capacity fee policy.
9. Update to Article II, Exhibit 6 to include 12/03/2020 revisions to the Policy for Sewer Fee Waiver Requests.
10. Addition of the following provisions under Article IV, Fats, Oils and Grease:
 - § 336-25. Definitions.
 - § 336-26. Discharge of FOG.
 - § 336-27. Interference with the sanitary sewer system operations.
 - § 336-28. Control of FOG.
 - § 336-29. Grease Control Equipment (GCE).
 - § 336-30. Additives.
 - § 336-31. Implementation.
 - § 336-32. Fees.
 - § 336-33. Permitting.
 - § 336-34. Enforcement.
 - § 336-35. Severability.
 - § 336-36. Date of effect.

Chapter 336

SEWERS

CURRENT SEWER REGULATIONS

Nantucket Board of Sewer Commissioners CH 336
Adopted 05/20/20 by the Nantucket Select Board,

ARTICLE I Use of Common Sewers; Regulations

- § 336-1. Definitions.
- § 336-2. Building sewers and connections.
- § 336-3. Use of public sewers.
- § 336-4. Protection from damage.
- § 336-5. Powers and authority of inspectors.
- § 336-6. Validity.
- § 336-7. Septic tank waste.
- § 336-8. Sewer Easements
- § 336-9. Regulation in force.

ARTICLE II Sewer User Fees

- § 336-10. Definitions.
- § 336-11. Sewer service connection fees.
- § 336-12. Other fees and charges.
- § 336-13. Sewer capacity fee.
- § 336-14. Bills for sewage services.
- § 336-15. Utility fees appeal process.
- § 336-16. Exemptions.
- § 336-17. Waivers.
- § 336-18. Severability clause.
- § 336-19. Regulation in force.

ARTICLE III Permitting and Enforcement

- § 336-20. Permit required.
- § 336-21. Permit issuance, modification and expiration.
- § 336-22. Violations and penalties.
- § 336-23 Exemptions.
- § 336-24. Regulation in force.

ARTICLE IV Fats, Oils and Greases

- § 336-25. Definitions.
- § 336-26. Discharge of FOG.
- § 336-27. Interference with the sanitary sewer system operations.
- § 336-28. Control of FOG.
- § 336-29. Grease Control Equipment (GCE).
- § 336-30. Additives.
- § 336-31. Implementation.
- § 336-32. Fees.
- § 336-33. Permitting.
- § 336-34. Enforcement.
- § 336-35. Severability.
- § 336-36. Date of effect.

Article I, Exhibit 1, Acceptance of Sewers

Article I, Exhibit ~~4~~², Town of Nantucket, Massachusetts Policy for Sewer Stubs and Reconnection

Article I, Exhibit ~~2~~³, Best Management Practices for Cannabis Facilities

Article II, Exhibit 1, Sewer Permit Application Fee Schedule

Article II, Exhibit 2, Other Fees and Charges

Article II, Exhibit 3, 310 CMR 15.203

Article II, Exhibit 4, Sewer Capacity Fee Policy

Article II, Exhibit 5, Residential Sewer Capacity Fee Schedule

Article II, Exhibit 6, Policy for Sewer Fee Waiver Requests

Article III, Exhibit 1, Proposed Fines

Chapter 336

SEWERS

CURRENT SEWER REGULATIONS

Nantucket Board of Sewer Commissioners CH 336
Adopted 05/20/20 by the Nantucket Select Board,

[HISTORY: Adopted by the Town of Nantucket
5/20/2020; Effective 6/1/2020]

ARTICLE I

Use of Common Sewers; Regulations

Purpose

The purpose of the Rules and Regulations of the Sewer Department of the Town of Nantucket are:

- A. To establish the technical and administrative procedures for making connections to the sanitary sewer system including in accordance with the Nantucket Sewer Standards and Specifications;
- B. To establish requirements, restrictions, and controls on the quantities and quality of what may be discharged to the sanitary sewer system; such as discharges that may:
 - (1) Interfere with the operation of the publicly owned treatment works (POTW) in any way;
 - (2) Pass through the POTW, to the groundwaters, inadequately treated effluent that may cause contravention of standards for these waters or surface waters or cause violation of the POTW's Groundwater Discharge Permit (GWDP) or negatively impact the watershed into which treated effluent is discharged;
 - (3) Reduce the opportunity to reclaim or recycle treated wastewater and/or sludge from the system;
 - (4) Increase the cost or otherwise hamper or limit the disposal of sludges and other residuals;
 - (5) Endanger municipal employees or the public;
 - (6) Cause, directly or indirectly, any public nuisance condition;
- C. To prevent new sources of inflow and infiltration and eliminate private source inflow;
- D. To provide for equitable distribution to all users of the POTW, all costs associated with the collection, transmission, treatment, and residuals disposal, and to provide for the collection of such costs; and
- E. To provide for the orderly planning, implementation, and operation of sewer systems' and treatment systems' components to improve the health and environmental quality of the Town of Nantucket and its people and resources.

The following rules and regulations are a part of the contract with every person who discharges water and waste into the Nantucket Sewer System and governs the relationship between the Sewer Department and its consumers, contractors and/or developers, and all other persons who install sewers, discharges wastewater, are connected into the sewer system or apply for a connection to the sewer system.

Modifications

Modifications, additions to or rescinding of these Rules and Regulations may take place from time to time as ~~authorized~~ approved by ~~a Town Meeting~~ the Select Board as required by Massachusetts General Laws, Chapter 83, Section 10 and Chapter 396 of the Acts of 2008 ("Nantucket Sewer Act"). The aforesaid Rules and Regulations and all the Previous Amendments shall be deemed to be valid and in full force and affect; and ~~Notwithstanding~~ notwithstanding anything to the contrary which may be contained therein, all further amendments, changes, modifications, revisions, additions, or rescission of the aforesaid Rules and Regulations and Previous Amendments shall not be valid without the approval ~~and authorization of a majority vote of Town Meeting~~ the Select Board. Or take any other action in relation thereto.

§ 336-1. Definitions.

Unless the context specifically indicates otherwise, the meaning of the terms used in this regulation shall be as follows:

ACT or THE ACT – The Federal Water Pollution Control Act, also known as the "Clean Water Act," as amended, 33 U.S.C. § 1251 et seq., and the regulations promulgated thereunder, as amended from time to time.

BIOCHEMICAL OXYGEN DEMAND — or “BOD” is the quantity of oxygen utilized in the biochemical oxidation of organic matter under standard laboratory procedure in five days at 20° C., expressed in milligrams per liter.

BUILDING SEWER – That part of the lowest horizontal piping of a building plumbing system that receives the discharge of wastewater from inside the walls of the building and conveys it to the sewer service. The building sewer extends 10 feet beyond the building foundation.

COMMERCIAL ESTABLISHMENT – A structure, room, enclosed floor space, or combination of the aforementioned used in the course of providing professional, public and/or private services. An existing commercial establishment is defined in this regulation as being substantially complete prior to the availability of the Nantucket Sewer System or Siasconset Sewer System Areas or those that received construction approvals prior to December 31, 2017. A new commercial establishment is defined in this regulation which as not being substantially complete prior to the availability of the Nantucket Sewer System or Siasconset Sewer System Areas, those that received construction approvals on or after December 31, 2017.

CONNECTION TO SEWER – A connection shall exist where any tie-in is made to the Nantucket Sewer System or appurtenance thereof which has the potential to contribute wastewater flow.

DEPARTMENT OF ENVIRONMENTAL PROTECTION – or “DEP” shall mean the Massachusetts Department of Environmental Protection or, where appropriate, the Administrator or other duly authorized official of said agency.

DIRECTOR – shall mean the person appointed by the Nantucket Town Manager as the Director of the Nantucket Sewer Department who is vested with the authority and responsibility for the implementation and enforcement of these rules and regulations or their authorized deputy, agent, or representative.

DWELLING – A structure used or intended to be used by one family or household for living, sleeping, cooking and eating. An existing dwelling is defined in this regulation which as being substantially complete prior to the availability of the Nantucket Sewer System, or Siasconset Sewer System Areas, those that received construction approvals prior to December 31, 2017. A new dwelling is defined in this regulation as not being substantially complete prior to the availability of the Nantucket Sewer System or Siasconset Sewer System Areas, those that received construction approvals on or after December 31, 2017.

DWELLING UNIT – A room or enclosed floor space within a dwelling used by or forming a habitable unit for one family with facilities for living, sleeping, cooking and eating. A dwelling may consist of one or more dwelling units. An existing dwelling unit is defined in this regulation which as being substantially complete prior to the availability of the Nantucket Sewer System or Siasconset Sewer System Areas, those that received construction approvals prior to December 31, 2017. A new dwelling unit is defined in this regulation as not being substantially complete prior to the availability of the Nantucket Sewer System or Siasconset Sewer System Areas, those that received construction approvals on or after December 31, 2017.

ENVIRONMENTAL PROTECTION AGENCY – or “EPA” shall mean the United States Environmental Protection Agency, or, where appropriate, the Administrator or other duly authorized official of said Agency.

FATS, OIL, AND GREASE – or “FOG” are organic polar compounds derived from animal and/or plant sources and accumulate in the sewer system. These are substances that may solidify or become viscous at temperatures above 32 degrees Fahrenheit. These substances are detectable and measurable using analytical procedures established in 40 CFR 136.

GARBAGE – Solid wastes from the domestic and commercial preparation, cooking, and dispensing of food, and from the handling, storage, and sale of produce.

GRINDER PUMP- A wastewater conveyance device. Wastewater and water from water-using household appliances flows through the home’s pipes into the grinder pump’s exterior holding tank. Once the wastewater inside the tank reaches a specific level, the pump will turn on, grind the waste into a fine slurry, and pump it to the Municipal Sewer System.

LEACHATE – a liquid that has passed through or emerged from solid waste and contains soluble, suspended, or miscible materials removed from such waste.

LICENSED UTILITY INSTALLER – or “L.U.I.” shall mean a person, who upon submitting a License and Permit Bond, Certificate of Insurance, and pays the Utility Installer’s License fee, all of which are approved by the Director, is permitted to perform the installation of sanitary sewers or building sewers.

LOT – Is a tract of land in common ownership, including land under water, not divided by a street, which may include multiple parcels of adjacent land in common ownership.

LOW-PRESSURE SEWER- A pressure pipe that receives wastewater from low-pressure sewer services and conveys it to the Municipal Sewer System.

LOW-PRESSURE SEWER SERVICE - A small diameter pipe that connects an individual grinder pump to a low-pressure sewer or to a gravity sewer. A low-pressure sewer service is privately-owned.

MAY – When used in these regulations, this term is permissive.

MIXED USE DEVELOPMENT - Mixed use properties, such as buildings with separate residential and commercial units.

MULTIPLE DWELLING UNITS – More than one dwelling unit on a single property or common property with each unit having a separate service connection, except for tertiary dwellings that may have a common service connection.

MUNICIPAL SERVICE CONNECTION – The point at which the sewer service lateral connects to the municipal sewer.

MUNICIPAL SEWER - A publicly-owned pipe or conduit used for transporting municipal wastewater.

MUNICIPAL SEWER FORCE MAIN – A pipe that is used to convey wastewater from a Municipal wastewater pumping station to a gravity sewer or directly to a wastewater treatment facility.

MUNICIPAL SEWER SYSTEM – Publicly-owned structures, facilities, and conduits intended for the purpose of collecting and conveying municipal wastewater to a wastewater treatment facility. Lateral sewer lines that connect private sewer systems to the municipal sewer system are considered privately-owned.

MUNICIPAL WASTEWATER - means the wastewater that enters a municipal sewer system from domestic, commercial and industrial sources.

NANTUCKET SEWER SYSTEM – All structures, equipment, and processes required to collect, transport and treat municipal wastewater on Nantucket.

NATURAL OUTLET – Any outlet into a watercourse, pond, ditch, lake, or other body of surface or groundwater.

NEEDS AREA- Based on the most recent Comprehensive Wastewater Management Plan (CWMP), a study area where a majority of the developed or developable properties located within the study area will not be able to utilize a conventional Title 5 septic system to effectively dispose of wastewater throughout and beyond the 20-year planning period.

OUTBUILDING –Detached structures such as pool houses, sheds or garages on the same lot as a primary dwelling. Outbuildings with sanitary facilities are treated as bedrooms in these regulations.

PERSON – Any individual, firm, company, association, society, corporation, or group.

pH – The logarithm of the reciprocal of the weight of hydrogen ions in grams per liter of solution.

POLLUTION – The presence of pollutants or contaminants in quantities or with characteristics that may alter the physical, chemical, or biological properties of receiving waters that:

- A. Result or will likely result in harm or detriment of the health, safety, or welfare of humans, animals, birds, or aquatic life;
- B. Render or will likely render the waters substantially less useful for domestic, municipal, industrial, agricultural, recreational, or other reasonable uses; or
- C. Leave or likely leave the waters in such condition as to violate any state water quality standards.

PREMISE – means any structure or group of structures operated as a single business or enterprise, provided, however, the term "premise" shall not include more than one (1) dwelling.

PRETREATMENT OR TREATMENT–The reduction of the amount of pollutants, the elimination of pollutants, or the alteration of the nature of pollutant properties in wastewater to a less harmful state prior to or in lieu of discharging or otherwise introducing such pollutants into a POTW. The reduction or alteration can be obtained by physical, chemical, biological processes, or process changes or other means, except through dilution as prohibited by 40 CFR section 403.6(d).

PRETREATMENT COORDINATOR – The person designated by the Director to supervise the operation of the pretreatment program.

PRETREATMENT REQUIREMENTS – Any substantive or procedural requirements related to pretreatment, that are imposed on an industrial user.

PROPERTY – Unless otherwise indicated, the term property means lot.

PUBLICLY OWNED TREATMENT WORKS – or “POTW” means a treatment works as defined by section 212 of the Act, which is owned by a State or municipality (as defined by section 502(4) of the Act). This definition includes any devices and systems used in the storage, treatment, recycling and reclamation of municipal sewage or industrial wastes of a liquid nature. It also includes sewers, pipes and other conveyances only if they convey wastewater to a POTW Treatment Plant. The term also means the municipality as defined in section 502(4) of the Act, which has jurisdiction over the Indirect Discharges to and the discharges from such a treatment works.

The term **POTW TREATMENT PLANT** means that portion of the POTW which is designed to provide treatment (including recycling and reclamation) of municipal sewage and industrial waste.

RIGHT OF ENTRY/ACCESS – For purposes of inspections and service, properties that are connected to the Nantucket Sewer System shall grant, Town of Nantucket personnel in a timely manner access to any structure connected to the Sewer. The Town of Nantucket determines a timely manner as 24 and no longer than 48 hours from request.

SANITARY SEWER – A sewer that carries sewage from residences, commercial buildings, industries, and institutions together with minor quantities of ground, storm, and surface waters that are not admitted intentionally.

SECONDARY DWELLING - A detached single-family dwelling located on the same lot as a primary dwelling unit.

SEPTAGE – That material removed from any part of an on-site sewage disposal system. [including, but not limited to, the solids, semi-solids, scum, sludge and liquid contents of a septic tank, tight tank, privy, chemical toilet, cesspool, holding tank, or other sewage waste receptacle. It does not include any hazardous substances as defined in 40 CFR § 116. .

SEWAGE – A combination of the water-carried wastes from residences, business buildings, institutions, and industrial establishments.

SEWAGE EJECTOR PUMP – A high volume, low-pressure submersible solids handling pump used when a bathroom, laundry room or any other type of plumbing fixture is located below the level of the building sewer.

SEWER — A pipe or conduit for carrying sewage.

SEWER COMMISSION – Pursuant to Chapter 396 of the Acts of 2008, the entity that is responsible for the policies, finances, goals, operation and maintenance of the good order of the Nantucket Sewer System. The Nantucket Select Board may serve as the Sewer Commission.

SEWER DISTRICTS – Shall, for the purposes of these regulations, mean areas in Nantucket served by the Municipal Sewer System, and approved by Town Meeting, as enacted in Chapter 396 of the Acts of 2008.

SEWER SERVICE LATERAL – The portion of the privately-owned sewer system that connects the building sewer to the municipal sewer system, otherwise known as a sewer connection. A sewer service lateral is privately-owned.

SHALL – When used in these regulations, this term is mandatory.

SLUG – Any discharge at a flow rate or concentration which could cause a violation of prohibited discharge standards or any discharge of a nonroutine, episodic nature, including but not limited to an accidental spill or a noncustomary batch discharge.

STORM DRAIN – A conduit or channel which carries storm and surface waters and drainage, but excludes sewage and industrial wastes, other than unpolluted cooling water.

SUBSTANTIALLY COMPLETE – A structure shall be defined as substantially complete as of the date of issuance of an occupancy permit.

SUSPENDED SOLIDS – Solids that either float on the surface or, are in suspension in water, sewage, or other liquids, and which are removable by laboratory filtering.

TERTIARY DWELLING – A third dwelling unit under the same ownership as at least one other owner-occupied dwelling unit on the lot.

TREASURER – The Treasurer of the Town of Nantucket.

WASTES – Shall be classified as follows:

A. INDUSTRIAL WASTES – Any water carried or liquid waste resulting from any process of industry, manufacture, trade, or business, or from the development or recovery of any natural resource.

B. INSTITUTIONAL WASTES – Any wastewater generated by schools, places of worship, correctional facilities, nursing homes, group homes and other community facilities

C. COMMERCIAL WASTES – The water carried wastes from nonmanufacturing establishments such as hotels, restaurants, stores, and places of business.

D. RESIDENTIAL WASTES – The water carried wastes from private dwellings.

WASTEWATER – The spent water of the community. From the standpoint of source, it may be a combination of the liquid and water-carried wastes from residences, commercial buildings, industrial plants, and institutions.

WATERCOURSE – A channel in which a flow of water occurs, either continuously or intermittently.

§ 336-2. Building sewers and connections.

A. It shall be unlawful to construct or repair any privy, privy vault septic tank, cesspool or other facility intended or used for the disposal of wastewater on or for the benefit of property to which the Nantucket Sewer System is available.

B. The Nantucket Sewer System will be deemed to be available to every property within a sewered subdivision or which abuts a way served by such sewers and such availability shall be:

(1) For active existing sewers, as of the date of adoption of these regulations and

(2) For new sewers, as of the date on which such new sewer line has [had its final inspection of the sewer line by the Town, all easements are in place, and the Select Board has voted to accept the](#)

sewer line as a common sewer of the Town~~been formally activated or accepted by the Town~~ for the collection and pumping of wastewater flow.

- C. Connection to the Nantucket Sewer System is mandatory per Board of Health Regulation (69.03) within 2 years of sewer being available (unless required sooner due to site specific circumstances) pursuant to the following requirements; the two year period begins on the date that the final inspection of the sewer line by the Town occurs, all easements are in place, and the Select Board has voted to accept the sewer line as a common sewer of the Town;
- (1) Connections to the municipal sewer system must be made in accordance with the Town of Nantucket Sewer Standards and Specifications.
 - (2) No connections to municipal sewer force mains will be allowed.
 - (3) Low-pressure sewers must be connected to the nearest municipal gravity sewer manhole in accordance with the Town of Nantucket Sewer Standards and Specifications.
 - (4) Low-pressure sewer systems must be comprised of grinder pump systems meeting the Town of Nantucket Sewer Standards and Specifications. No solids handling pumps will be allowed on any low-pressure sewer systems.
- (5) A septic abandonment permit is issued by the Board of Health, or its designee.
- D. All costs and expense incident to the installation and connection of the sewer service lateral shall be borne by the property owner, who shall make his own arrangements with a Licensed Utility Installer approved by the Nantucket Sewer Department. The contractor shall do all cutting, patching, excavation, backfill, furnishing and installing pipe and making connection required. The owner shall indemnify the Town from any loss or damage that may directly or indirectly be occasioned by the installation of the sewer service lateral.
- E. A separate and independent sewer service lateral shall be provided for every building; except where one building stands at the rear of another on an interior lot and no private sewer is available or can be constructed to the rear building through an adjoining alley, court, yard or driveway, the sewer service lateral from the front building may be extended to the rear building and the whole considered as one building sewer. Approval of the Nantucket Sewer Department and the Plumbing Inspector is required for this exception.
- F. Existing sewer service laterals may be used to connect new buildings only when they are found to be in acceptable condition by CCTV examination. A written report must be submitted by Email and approved by the Nantucket Sewer Department prior to any making any new connections. To meet all requirements of this regulation, any existing lateral that is Orangeburg, clay or other than Schedule 40 PVC pipe, must be replaced in its entirety to the main.
- G. In all buildings in which any building sewer is too low to permit gravity flow to the municipal sewer, sewage carried by such building sewer shall be lifted by an approved means as listed in 248CMR 10.15 (10) and discharged to the sewer service lateral. These types of pumps are NOT to be used to pump directly into any low-pressure sewer or other types of force mains that have grinder pumps installed.

- H. In areas serviced by low-pressure sewers, dwellings must install, operate and maintain an individual grinder pump unit meeting Town of Nantucket Sewer Standards and Specifications, and subject to the approval of the Director. The following policies apply to low-pressure sewer connections:
- (1) For lots with multiple sewer service connections for separate dwellings or building units, a separate individual grinder pump unit will be required for each service connection.
 - (2) Property owners that wish to install multiple grinder pumps (e.g. duplex units) or larger basins or storage tanks will require separate approval for the installation and will be responsible for the full cost associated with these systems. Under no circumstance will the Town of Nantucket approve the purchase and installation of an indoor grinder pump unit.
 - (3) All property owners will be responsible for proper installation of the grinder pump units and ancillary equipment, including the complete connection to the public sewer per Town of Nantucket sewer standards and specifications and will be responsible for the full cost of such units. All property owners will be responsible for proper operation and maintenance of the grinder pump unit in perpetuity, including repair and replacement of such units.
 - (4) There shall be no individual grinder pump connections to a municipal force main. All such connections must be to the low-pressure sewer or to a gravity sewer, subject to Nantucket Sewer Department approval.
- I. No person shall make connection of roof downspouts, exterior foundation drains, areaway drains, or other sources of surface runoff or ground water to a building directly or indirectly to the Nantucket Sewer System.
- J. No person shall connect a basement sump pump to a municipal sewer either directly or indirectly through the service connection.
- K. The connection of the sewer service lateral into the municipal sewer shall conform to the requirements of the Nantucket Sewer Standards and Specifications. All such connections shall be made gastight and watertight. Any deviation from the prescribed procedures and materials must be approved by the Nantucket Sewer Department before installation.
- L. The applicant for the sewer connection permit shall notify the Nantucket Sewer Department when the sewer service lateral is ready for inspection and connection to the municipal sewer. Such notification must be made at least 48 hours prior to the requested inspection. The connection shall be made by the applicant's Licensed Utility Installer under the supervision of the Nantucket Sewer Department. Excavations shall not be closed until inspection is made. The Town reserves the right to inspect the entire service connection from the building sewer to the municipal sewer. The Town reserves the right to require all work to be uncovered if partially or totally backfilled before an inspection has been performed by the Nantucket Sewer Department.
- M. All excavations for sewer service lateral installation shall be adequately guarded with barricades, and lights so as to protect the public from hazard. Streets, sidewalks, parkways, and other public property disturbed in the course of work shall comply with Chapter 127 Article 1 of the Town Code. Street opening permits must be obtained from the Nantucket Department of Public Works and must be signed by all applicable departments and town administration prior to starting any work.
- N. Cleanouts shall be provided to allow cleaning in the direction of flow in accordance with The Town of Nantucket Sewer Standards and Specifications. Cleanouts shall be extended to an elevation at or above

the finished grade level directly above the place where the cleanout is installed and protected from damage. Blockages on the property owner's side of the property line cleanout are the responsibility of the property owner. For grinder pump discharge lines greater than 100 feet, a flush port must be provided at the grinder pump wet well or chamber.

- O. Prior to connection with a municipal sewer or the issuance of sewer connection permits, pursuant to § 336-20, Subsection A, the Director may, on receipt of written application, authorize design review of plans and specifications and inspection of construction for a privately designed and constructed sewer. Any such review and/or inspection undertaken shall not relieve any party from any of the obligations arising under these regulations, as now in force or as may be amended from time to time, or any other obligations under applicable federal or state laws, rules or regulations. Nor shall any such review or inspection constitute any waiver by the Town of its rights and privileges under said regulations, laws or rules.

(1) All costs and expense incident to any design review and/or inspection under Subsection O shall be borne by applicant therefor. Applicant will indemnify and hold harmless the Town and all its agents and employees of and from all costs and expenses incurred incident to such review, inspection and work relating thereto, including any professional, engineering and legal fees incurred. No such inspection or review under said Subsection O shall be undertaken unless the applicant therefor shall deposit with the Treasurer an amount determined by the Director (or other designee named by the Sewer Commission) as sufficient to cover all the costs of engineering, legal or other professional review and/or inspection. The account shall be administered and maintained as provided in Subsection O (2).

(2) With respect to any account established pursuant to Subsection O (1) the Treasurer shall pay invoices pursuant to direction and approval of the Director (or other designee named by the Sewer Commission), who shall not direct any payment unless the Town gives 14 days' notice (including a copy of such invoice) to the applicant. The balance of the account shall at no time until completion, be less than 1/2 of the initial deposit, and applicant shall deposit with the Treasurer such additional funds as are required to restore the account to the amount of the initial deposit upon notice from the Town that the amount on deposit has been decreased by the expenditures described below to an amount at or near 1/2 of the initial deposit. The account shall be closed, and the remaining funds returned to applicant when, in the opinion of the Director, all work required and any subsequently approved modifications including all inspections required, have been completed, and all costs of same have been paid from said account. All notices herein shall be by first class mail.

- P. Maintenance of building sewers and sewer service laterals:

(1) Each individual property owner shall be entirely responsible for the construction, maintenance, repair or replacement of the building sewer/sewer service lateral as deemed necessary by the Sewer Director to meet specifications of the town. Owners failing to maintain or repair building sewers/sewer service laterals or who allow stormwater or ground water to enter the municipal sewer may face enforcement action as outlined in § 336-22.

(2) The town may inspect the facilities of any user to ascertain whether the purpose of this chapter is being met and all requirements are being complied with.

(3) The point of division between the sewer service lateral and the municipal service connection shall be at the property line or right-of-way line. The municipal service connection cannot extend onto

private property except that minimal distance necessary to cross or be unencumbered by other utility lines.

Q. Sanitary sewer main extensions: Persons desiring sewer main extensions must pay all of the cost of making such extensions after review and approval of the Nantucket Sewer Department.

(1) Sanitary sewer mains shall be designed in accordance with the Nantucket Sewer Standards and Specifications and to accommodate any future flows from areas tributary to the proposed sewer extension. Municipal service connections shall be included at each buildable parcel along the length of the extension.

(2) All such extensions shall be installed either by the town or by Licensed Utility Installers working directly under the supervision of the town in accordance with plans and specifications prepared by an engineer registered with the State of Massachusetts. Upon completion of such extensions and approval by the town, such sewer mains shall become the property of the town.

(3) The overall cost of the sewer extension shall include the installation cost of the required sanitary sewer stubs. Persons paying the cost of constructing such mains shall execute any written instruments requested by the town to provide evidence of the Town's title to such mains.

(4) Acceptance of sewer main extensions: The procedures for acceptance of sewer main extensions by the Town of Nantucket as public sewers, -are set out in Article I, Exhibit 1, General Acceptance of Sewers including a requirement that the owner provide letter of credit or escrow funds to be held until the end of the one-year warranty period. In no case will a sewer main extension be accepted by the Town within the one-year warranty period.

~~(4)~~(5) In consideration of such mains being transferred to it, the Town shall incorporate said mains as an integral part of the municipal sewer systems and shall furnish sewer service therefrom in accordance with these rules and regulations, subject always to such limitations as may exist because of the size and elevation of the mains, downstream capacity and capacity at any POTW that receives wastewater from the mains.

R. Sewer connections in the Shimmo, Nantucket Harbor and Plus Areas must be made in accordance with the Town's August 2017 Policy for Sewer Stubs and Reconnections (Article I, Exhibit ~~12~~).

S. No sewer extension shall be allowed outside of existing Sewer Districts or Needs Areas as defined in the latest version of the Comprehensive Wastewater Management Plan (CWMP) unless otherwise approved by vote at an Annual or Special Town Meeting.

§ 336-3. Use of public sewers.

A. No person shall discharge or cause to be discharged any stormwater, surface water, groundwater, roof runoff, subsurface drainage, non-contact cooling water or condensate to any sanitary sewer.

B. Stormwater and all other unpolluted drainage shall be discharged to storm drains or to a natural outlet approved by the Department of Public Works (DPW). Non-contact cooling water or treated process waters may be discharged, on approval of the DPW, to a storm drain, or natural outlet. Such discharges may also require approval under the National Pollutant Discharge Elimination System (NPDES) Program.

- C. Discharges of industrial or commercial wastes into the municipal sewer system that exceed 25,000 gpd will at a minimum, be required to have a holding tank and regulated discharge flowrate. The Town may also require treatment prior to discharge into the municipal sewer system and may establish limitations and requirements for industrial discharges that:
- (1) result in additional treatment costs; and
 - (2) have the potential to harm the POTW or otherwise cause non-compliance.
- D. No person shall discharge or cause to be discharged any of the following described waters or wastes to any public sewers:
- (1) Any petroleum products including but not limited to gasoline, benzene, naphtha, fuel oil or other flammable or explosive liquid, solid, or gas.
 - (2) Any waters or wastes containing toxic or poisonous solids, liquids, or gases in sufficient quantity, either singly or by interaction with other wastes, to injure or interfere with any sewage treatment process, constitute a hazard to humans or animals, create a public nuisance, or create any hazard in the receiving waters of the wastewater treatment facility.
 - (3) Any waters or wastes having a pH lower than 5.5 or having any other corrosive property capable of causing damage or hazard to structures, equipment, and personnel of the POTW.
 - (4) Solid or viscous substances in quantities or of such size capable of causing obstruction to the flow in sewers, or other interference with the proper operation of the sewage works such as, but not limited to, ashes, cinders, sand, mud, straw, shavings, metal, glass, rags, feathers, tar, plastics, wood, unground garbage, whole blood, paunch manure, hair and fleshings, entrails and paper dishes, cups, milk containers, personal wipes including "flushable wipes," etc., either whole or ground by garbage grinders.
- E. No person shall discharge or cause to be discharged the following described substances, materials, waters, or wastes if it appears likely in the opinion of the Director that such wastes can harm either the sewers, sewage treatment process, or equipment, have an adverse effect on the receiving waters, or can otherwise endanger life, limb, public property, or constitute a nuisance. In forming his opinion as to the acceptability of these wastes, the Director will give consideration to such factors as the quantities of subject wastes in relation to flows and velocities in the sewers, materials of construction of the sewers, nature of the sewage treatment process, capacity of the wastewater treatment facility, degree of treatability of, wastes in the wastewater treatment facility, and other pertinent factors. The substances prohibited are:
- (1) In no case shall heat, heated liquid or vapor be discharged to the sanitary sewer, in such quantities that the temperature at the POTW exceed 104° (40° C.)
 - (2) Any water or waste containing fats, wax, grease, or oils, whether emulsified or not, in excess of 100 mg/l or containing substances which may solidify or become viscous at temperatures between 32° F. and 150° F. (0° C. and 65° C.).
 - (3) Any garbage that has not been properly shredded. The installation and operation of any garbage grinder equipped with a motor of 3/4 horsepower (0.76 hp metric) or greater shall be subject to review and approval of the Director or their authorized deputy, agent, or representative.

- (4) Any waters or wastes containing strong acid iron pickling wastes, or concentrated plating solutions whether neutralized or not.
- (5) Any waters or wastes containing iron, chromium, copper, lead, zinc, and similar objectionable or toxic substances; or wastes exerting an excessive chlorine requirement, to such degree that any such material received in the composite sewage at the wastewater treatment facility exceeds the limits established by the Director for such materials.
- (6) Any waters or wastes containing phenols or other taste or odor producing substances, in such concentrations exceeding limits which may be established by the Director as necessary, after treatment of the composite sewage to meet the requirements of the State, Federal, or other public agencies or jurisdiction for such discharge to the receiving waters.
- (7) Any radioactive wastes or isotopes of such half-life or concentration as may exceed limits established by the Director in compliance with applicable State or Federal regulations.
- (8) Any waters or wastes having a pH in excess of 9.5.
- (9) Materials which exert or cause:
 - (a) Unusual concentrations of inert suspended solids (such as, but not limited to, Fullers earth, lime slurries, and lime residues) or of dissolved solids (such as, but not limited to, sodium chloride and sodium sulfate).
 - (b) Excessive discoloration (such as, but not limited to, dye wastes and vegetable tanning solutions).
 - (c) Unusual BOD, chemical oxygen demand, or chlorine requirements in such quantities as to constitute a significant load on the wastewater treatment facility.
 - (d) Unusual volume of flow or concentration of wastes constituting "slugs" as defined herein.
- (10) Water or wastes containing substances which are not amenable to treatment or reduction by the wastewater treatment process employed or are amenable to treatment only to such degree that the wastewater treatment facility effluent cannot meet the requirements of other agencies having jurisdiction over discharge to the receiving waters.
- (11) Basement Sump pumps, outside area drains, Outside Shower Drains or any other external drains that are subject to surface ponding, flooding or rain.
- (12) Dewatering from ANY surfaces, basement foundations, crawl spaces, construction sites, swimming pool or hot tub construction activities.
- (13) There shall be NO discharge from swimming pools or hot tubs into any public sewer.
- (14) Hauled Waste:
 - (a) Landfill Leachate shall only be accepted at the Surfside Wastewater Treatment Facility in quantities of a maximum of 25,000 gallons per day unless these amounts cause treatment issues identified by the Chief Wastewater Operator who can stop the acceptance of such wastes.
 - (b) Brewery or other industrial wastes MUST be discharged under supervision or direction of the Chief Wastewater Operator or the Operator on duty. Before any discharge can begin, the driver

must ensure the loads are identified and logged by the Chief Wastewater Operator or the Operator on duty.

- (c) Cannabis cultivation, production and processing wastewaters – Any wastewaters generated from cannabis cultivation, production or processing (washing, oil extraction, manufacturing of cannabis-based products) may only be discharged into the Surfside WWTF under supervision or direction of the Chief Wastewater Operator or the Operator on duty. The operator of the cannabis facility must certify in writing that the facility is implementing the best management practices established in Article I, Exhibit 23. Before any discharge can begin the driver must ensure the loads are identified and logged by the Chief Wastewater Operator or Operator on duty.

F. Action in the event of prohibited discharges.

- (1) If any waters or wastes are discharged, or are proposed to be discharged to the public sewers, which waters contain the substances or possess the characteristics enumerated in Subsection E, and which in the judgement of the Director may have a deleterious effect upon the sewage works, processes, equipment, or receiving waters, or which otherwise create a hazard to life or constitute a public nuisance, the Director may:
 - (a) Reject the wastes,
 - (b) Require pretreatment to an acceptable condition for discharge to the public sewers,
 - (c) Require control over the quantities and rate of discharge, and/or
 - (d) Require payment to cover the added cost of handling and treating the wastes not covered by existing taxes or sewer charges under the provisions of Subsection K.
- (2) If the Director permits the pretreatment or equalization of waste flows, the design and installation of the plants and equipment shall be subject to the review and approval of the Director, and subject to the requirements of all applicable codes, regulations, and laws.

G. Grease, oil, and sand interceptors and/or standard active grease recovery units shall be provided for all multiple unit dwellings, commercial kitchens, food service establishments, and when, in the opinion of the Director or their authorized deputy, agent, or representative, they are necessary for the proper handling of liquid wastes containing grease in excessive amounts, or any flammable wastes, sand, or other harmful ingredients. All interceptors shall be of a type and capacity approved by the Director and shall be located as to be readily and easily accessible for cleaning and inspection.

H. Where preliminary treatment or flow-equalizing facilities are provided for any waters or wastes, they shall be maintained continuously in satisfactory and effective operation by the owner at their expense.

I. When required by the Director, the owner of any property serviced by a sewer service lateral carrying industrial wastes shall install a suitable control manhole together with such necessary meters, and other appurtenances in the building sewer to facilitate observation, sampling, and measurement of the wastes. Such manhole, when required, shall be accessible and safely located, and shall be constructed in accordance with plans approved by the Director. The manhole shall be installed and maintained by the owner at owners' expense and shall be safe and accessible at all times.

J. All measurements, tests, and analyses of the characteristics of waters and wastes to which reference is made in this regulation shall be determined in accordance with the latest edition of "Standard Methods

for the Examination of Water and Wastewater," published by the American Public Health Association. All samples and measurements shall be taken at the control manhole provided. In the event that no control manhole has been provided, samples and measurements shall be collected at the downstream public sewer manhole that is nearest to the point at which the sewer service lateral is connected. Sampling shall be carried out by customarily accepted methods to reflect the effect of constituents upon the sewage works and to determine the existence of hazards to life, limb, and property.

All industries discharging into a public sewer shall perform such monitoring of their discharges as the Director may reasonably require, including installation, use, and maintenance of monitoring equipment, keeping records and reporting the results of such monitoring to the Director. Such records shall be made available upon request by the Director to other Agencies having jurisdiction over discharges to the receiving waters. All monitoring and sampling costs are the responsibility of the owner.

- K. No statement contained in this article shall be construed as preventing any special agreement or Town and County arrangement between the Town of Nantucket and any industrial concern whereby an industrial waste of unusual strength of character may be accepted by the Town and County for treatment, subject to payment therefore by the industrial concern.

§ 336-4. Protection from damage.

- A. No unauthorized person shall maliciously, willfully, or negligently break, damage, destroy, uncover, deface, or tamper with any structure, appurtenance, or equipment which is a part of the POTW. Any person violating this provision shall be subject to immediate arrest under charge of disorderly conduct and/or vandalism.

§ 336-5. Powers and authority of inspectors.

- A. Pursuant to 314 CMR 12.03(5) and M.G.L. c. 21, §§ 27(12) and 34, The Director and other duly authorized employees of the Town bearing proper credentials and identification shall be permitted to enter all properties for the purposes of inspection, observation, measurement, sampling, and testing in accordance with the provisions of this regulation. The Director or his representatives shall have authority to inquire into any processes including metallurgical, chemical, oil, refining, ceramic, paper, or other industries having a direct bearing on the kind and source of discharge to the sewers or waterways or facilities for wastes treatment.
- B. While performing the necessary work on private properties referred to in Subsection A above, the Director or duly authorized employees of the Town shall observe all safety rules applicable to the premises established by the company and the company shall be held harmless for injury or death to the Town employees and the Town shall indemnify the company against loss or damage to its property by Town employees and against liability asserted against the company and growing out of the gauging and sampling operation, except as such may be caused by negligence or failure of the company to maintain safe conditions as required in § 336-3I.
- C. The Director and other duly authorized employees of the Town bearing proper credentials and identification shall be permitted to enter all private properties through which the Town holds a duly negotiated easement for the measurement, sampling, repair, and maintenance of any portion of the POTW located within said easement. All entry and subsequent work, if any, on said easement, shall be done in full accordance with the terms of the duly negotiated easement pertaining to the private property

involved. Measurement and sampling easements shall be 10 feet plus 10 feet working space totaling 20 feet, or 10 feet plus 20 feet working space totaling 30 feet.

§ 336-6. Validity.

- A. All regulations or parts of regulations in conflict herewith are hereby repealed.
- B. The invalidity of any section, clause, sentence, or provision of this regulation shall not affect the validity of any other part of this regulation which can be given effect without such invalid part or parts.

§ 336-7. Septic tank waste.

The Director shall determine, assign and maintain a facility for the discharge of septic tank waste to the Surfside WWTF of the Town of Nantucket. Such facility shall be the only point allowed for the discharge of septic tank waste and its use shall be governed by the following:

- A. Only carriers licensed by the Board of Health and approved by the Sewer Commission may discharge septage at the treatment facility.
- B. Septic tank waste which does not meet the definition of sewage established in the regulations will not be accepted.
- C. Discharge of septic tank waste is limited to the hours of normal operations for the Surfside WWTF; Monday through Friday from 7:00 a.m. to 3:30 p.m. unless otherwise arranged with the Chief Operator and approved by the Director or their designee.
- D. The pumping, hauling, discharge of septic tank waste shall be in accordance with the Commonwealth of Massachusetts State Environmental Code (310 CMR 15).
- E. All septage waste must be tested for pH to determine compliance with existing Sewer Regulations. The Chief Operator must be notified before industrial or commercial loads are discharged.
- F. Haulers must provide a manifest of the origin of the septic waste on forms provided by the sewer department.
- G. Clean up of the septage receiving area is required after each septage discharge.
- H. Failure of the hauler to comply with these regulations, including failure to make payments as required shall be cause for the Sewer Commission to revoke its permit to discharge at the facility.

§ 336-8. Sewer Easements.

- A. Municipal Sewers shall be constructed within existing public rights of way when applicable to the extent physically and legally possible. If, upon determination by the Sewer Commission, a public sewer must be constructed within a private way or across private property, a permanent easement of no less than twenty-five (25) feet in width, for the construction, maintenance and operation of said public sewer shall be conveyed to the Town by appropriate persons possessing an interest in such private way or property. Sewer easements on private property are subject to the following requirements:
 - (1) Owner shall not place or permit to be placed any trees or other deep-rooted landscaping directly over or within twelve and one-half (12.5) foot horizontal distance of the sewer main, pump station, or any other sewer facility. The Town reserves the right to remove any trees or landscaping placed within an easement or right of way.

- (2) Owner shall not place or permit to be placed any permanent or temporary structures, mounding, lighting, fencing, signs, retaining/landscaping/entrance walls, irrigation lines, propane tanks etc. directly over or within twelve and one-half (12.5) foot horizontal distance of sewer main, pump station, or any other sewer facility. The Town reserves the right to require the owner to remove or relocate (outside the easement) any of the above listed items that have been placed within an easement or right-of-way.
 - (3) The Town shall be held harmless for any damage to items listed in numbers 1 and 2 above that are located within easement.
 - (4) The Town may periodically perform field inspections to verify compliance with the above-mentioned requirements. If a violation exists, then the Town will notify the owner and require appropriate corrective action.
- B. If an individual service connection must cross another property, the owner of the property being served by the sewer must obtain a construction and maintenance easement from the owner of the property that is being crossed. A permit will not be issued until the easement has been gained.
- C. Persons desiring sewer main extensions must obtain easements from the owners of all the properties abutting the sewer main extension-, unless such extension is located on Town property or within the right-of-way of a County or Town way, in which case permission of the Select Board and/or the County Commissioners shall be required.

§ 336-9. Regulation in force.

- A. This regulation shall be in full force and effect from and after its passage, approval, recording and publication as provided by law.
- B. Passed and adopted by the Select Board of the Town of Nantucket, State of Massachusetts, on the ***th day of-.

ARTICLE II

Sewer User Fees

Purpose.

The purpose of this regulation is to establish a fair and equitable method of connecting with the Town of Nantucket Sewer System. The fees will be adjusted annually based on the cost of living or other appropriate index.

§ 336-10. Definitions.

RESIDENTIAL AND GENERAL COMMERCIAL USERS – All residential and commercial land use activities connected to the Nantucket Sewage System which introduce no more than the equivalent of 25,000 gallons per day of domestic sanitary wastes to the treatment works.

SPECIAL USERS – All land use activities connected to the Nantucket Sewage System which introduce more than the equivalent of 25,000 gallons per day of domestic sanitary wastes to the treatment works based on a combination of volume, strength and toxic waste factors.

§ 336-11. Sewer service connection fees.

The Nantucket Sewer System connection fees shall be as follows:

- A. Sewer permit application fees for new residential connections to the Nantucket Sewer System shall be as shown in Article II, Exhibit 1, Sewer Permit Application Fee Schedule and shall be subject to periodic reviews and adjustments as the Sewer Commission deems appropriate. Applications for Sewer Permits are per dwelling or dwelling unit.

Sewer permit application fees for any existing residential property connecting to the Nantucket Sewer System within the time frame established by the Board of Health shall be as shown in Article II, Exhibit 1 and shall be subject to periodic reviews and adjustments as the Sewer Commission deems appropriate. Applications for sewer permits are per dwelling, dwelling unit or any outbuilding with sanitary facilities.

- B. Developers of sewer main extensions shall be required to pay all or a portion of the sewer service connection fees for all abutting properties as described in Article II, Exhibit 1, as determined by the Sewer Commission-

- B.C. For commercial establishments and licensed lodging establishments (hotels, motels, licensed inns and guest houses), the sewer service connection fee shall be as shown in Article II, Exhibit 1 and shall be subject to periodic reviews and adjustments as the Sewer Commission deems appropriate. Applications for sewer permits are per dwelling or dwelling unit.

- C.D. For mixed use developments, the residential connections will be subject to the fees established in subsection A and commercial connections will be subject to the fees established in Article II, Exhibit 1.

- D.E. Where multiple dwellings or dwelling units exist on a single property, a sewer permit fee, as defined herein, shall be assessed per dwelling or dwelling unit.

E.F. For all residential dwellings, dwelling units, outbuildings with sanitary facilities and commercial establishments currently connected to the existing sewer system, no sewer service connection fee will be assessed; however, these existing connections are subject to the following fees as applicable shown in Article II, Exhibit 1 and shall be subject to periodic reviews and adjustments as the Sewer Commission deems appropriate. Applications for sewer permits are per dwelling or dwelling unit.

§ 336-12. Other fees and charges.

A. The Sewer Commission shall enact other fees and charges in accordance with Article II, Exhibit 2.

§ 336-13. Sewer Capacity Fee.

The Sewer Capacity Fee (SCF) is established in addition to the Sewer Service Connection Fees and other fees and charges, as follows:

- A. Such fee applies to all properties that implement changes which, based on 310 CMR 15.203 [Article II, Exhibit 3], have the potential to increase flows into the Nantucket Sewer System including new developments or new properties connected to the sewer, as well as changes to existing properties connected to the sewer system.
- B. The minimum Sewer Capacity Fee for residential and non-residential users is calculated using the using the sewer flows established in 310 CMR 15.203 [Article II, Exhibit 3] and is described in detail in the Sewer Capacity Fee Policy [Article II, Exhibit 4].
- C. Payment of the Sewer Capacity Fee is required before issuance of a sewer connection permit. The property owner may pay the fee in full up front. The Town of Nantucket will also allow the fee payment to be apportioned over time on the property owner's tax bill as follows:
 - (1) The property owner must pay at least 10% of the fee up front and sign a Voluntary Lien Agreement which gets recorded at the Registry of Deeds.
 - (2) The remaining amount must be paid in annual installments at a rate established by the Sewer Commission, for a period not to exceed twenty years.
- C. A schedule of residential SCFs is provided in Article II, Exhibit 5.

§ 336-14. Bills for sewage services.

- A. Rates for sewage services (base fee plus fee per unit of consumption for metered uses; and base fee plus a bedroom-based per-capita fee pursuant to 310 CMR 15.203 [Article II, Exhibit 3]for well users) shall be established by the Town of Nantucket. The Town will review the cost of providing sewer service periodically and will adjust the rates accordingly.
- B. Charges for sewage services shall be billed to each customer in a minimum of semiannual installments to the extent possible, quarterly bills coinciding with the Water Company meter readings may be implemented.
- C. Bill is considered delinquent 30 days after mailing date. Delinquent notice sent 15 days thereafter. Sixty days after mailing date a 1.5% interest charge per month on any outstanding balance more than 30 days in arrears will be assessed.

- D. Payment in full of any outstanding balance must be made prior to any hearing for an appeal of any sewer fees.
- E. Residential property owners over the age of 65 are permitted to make periodic payments of the bill provided that the bill is paid within one year following issuance. There shall be no interest charged or demand notices sent during this period.
- F. If a sewer bill shows an obvious accounting or classification error, the Director may allow an adjustment of the bill without prior payment.
- G. In accordance with M.G.L. c. 83 § 16B, should the Nantucket Sewer Department become aware of a previously unknown sewer connection that has not been billed, the Nantucket Sewer Department has the authority to assess back charges from the previous 6-year period in accordance with the rates and procedures established under this section or the applicable rate(s) during the unbilled period.

§ 336-15. Utility fees appeal process.

- A. User fees must be paid no later than 30 days from the date of billing; any abatement authorized will later be returned to the applicant. Requests for a reduction in the amount billed must be filed with the Director no later than 30 days from the date of billing.
- B. Request for reductions must be submitted on forms provided by the Nantucket Sewer Department. Such requests will be checked for a billing error, either a classification issue (reviewed by the Assessor) or a non-classification issue. If there is an obvious error, the Director or their authorized deputy, agent, or representative can authorize the proper abatement, otherwise, the Director or their authorized deputy, agent, or representative shall send a letter with the reason of disapproval to the applicant, which can then be appealed within 30 days from the date of disapproval to the Sewer Commission.
- C. The Sewer Commission may designate sub-committee of its members to hear appeals of utility fee assessments. The Sewer Commission shall make its best efforts to determine if an abatement of the amount billed to the applicant is warranted on the basis of the existence of a hardship. Once the Sewer Commission has received notice that an appeal is requested of the applicant, it shall make its best efforts to notify the applicant within 10 days of the hearing date. The Sewer Commission shall then record the outcome of its vote and send a letter to the applicant to confirm the decision of the Sewer Commission. If the appeal has been denied, the applicant will also be sent a denial notice from the Sewer Commission. A final appeal from the decision of the Sewer Commission may be made in writing within 30 days to the Sewer Commission.

§ 336-16. Exemptions.

Commencing Fiscal Year 1995, unless otherwise adopted or amended, sewer user fees will not be assessed to properties that have been determined to be exempt from local taxation pursuant to the Town Assessor's records in accordance with Massachusetts General Laws Chapter 59, section 5, clauses 1 through 15 as of July first of each year.

§ 336-17. Waivers.

The Sewer Commission will consider, on a case-by-case basis, waivers of the Town's fees relating to the connection of dwellings in accordance with the Policy for Sewer Fee Waiver Requests [Article II, Exhibit 6] ~~and the Sewer Capacity Fee Policy [Article II, Exhibit 4].~~

§ 336-18. Severability clause.

If any provision of these regulations or the application thereof to any person or circumstances is held invalid, such invalidity shall not affect other provisions or applications of these regulations which can be given effect without such invalid provisions or applications.

§ 336-19. Regulation in force.

This regulation shall be in full force and effect from and after its passage, approval, recording and publication as provided by law.

Passed and adopted by the Select Board of the Town of Nantucket, State of Massachusetts, on the ***th day of 2019.

ARTICLE III

Permitting and Enforcement

§ 336-20. Permit required.

- A. No unauthorized person shall uncover, make any connections with or opening into, use alter, or disturb any municipal sewer or appurtenance thereof without first obtaining a written permit from the Director. Any person proposing a new discharge into the system or a substantial change in the volume or character of pollutants that are being discharged into the system shall notify the Nantucket Sewer Department no less than forty-five days prior to the proposed change or connection; and must engage the services of a Licensed Utility Installer.
- B. For properties not previously connected to the sewer, a sewer connection permit, with appropriate fee, must be obtained for the primary residence prior to application for a sewer connection permit for any additional dwellings on the property.
- C. An application, on forms prescribed by the Nantucket Sewer Department approved by the Sewer Commission, shall be made with respect to each sewer connection required or permitted hereby. Each such application shall be submitted to the Nantucket Sewer Department for review and approval or shall be denied by the Director. Appeals of denials shall be submitted to the Sewer Commission through the town's administration for a scheduled public hearing.
- D. Upon the approval of an application for a connection to the Nantucket Sewer System, a connection fee shall, pursuant to Article II of this chapter, be due and payable as set forth.

§ 336-21. Permit issuance, modification and expiration.

- A. Action on application. The Director shall examine or cause to be examined all applications for permits and amendments thereto within 30 days after filing. If the application does not conform to applicable sewer regulations and pertinent laws, the Director shall reject such application in writing. Once satisfied that the proposed work conforms to the regulations and pertinent laws applicable thereto, the Director shall issue a permit. If the applicant receives no written answer within such 30 days, the permit shall be deemed denied.
- B. Report to building department. The Director shall give to the Building Department of the municipality a copy of each permit issued within 30 days of issuance. Such notice shall state the name of the person to whom the permit was granted and the location of the property (Assessor's map and parcel number).
- C. Expiration of permit. Any permit issued shall be deemed abandoned and invalid unless a building permit has been issued for the property within 24 months after its issuance. This permit may be extended for periods not exceeding six months each, but only to the same extent as the related building permit is extended, as may be determined in writing by the Director with a \$100.00 renewal fee charged for any such extension of time.

§ 336-22. Violations and penalties.

- A. Any sewer connection made in violation of these regulations shall be disconnected and/or removed and properly installed, in accordance with these regulations as determined by the Nantucket Sewer Department. All costs incurred by the Town in the enforcement of this regulation, including

disconnection and reconnection costs, shall be assessed as an additional fee. No reconnection will be allowed until all applicable fees and/or fines have been paid.

- B. Any person making sewer connections without benefit of a sewer connection permit must pay all applicable fees and shall be fined in accordance with Article III, Exhibit 1.
- C. Any person failing to maintain or report building sewers or sewer service laterals is subject to the requirements of Subsections D and E, and at the discretion of the Director, discontinuation of service.
- D. Any person found to be violating any provision of this regulation except § 336-4 shall be served by the Town with written notice stating the nature of the violation and providing a reasonable time limit for the satisfactory correction thereof. The offender shall, within the time period stated in such notice, permanently cease all violations.
- E. Any person who shall continue any violation beyond the time limit provided for in Subsection D shall be fined in the amount not exceeding \$100 for each violation. Each day in which any such violation shall continue shall be deemed a separate offense.
- F. Any person violating any of the provisions of this regulation shall become liable to the Town for any expense, loss, or damage occasioned to the Town by reason of such violation.
- G. For violations other than exceedances of the time limits established in Subsection D, the Board of Health/ Sewer Commission may impose a civil penalty not to exceed \$5,000 per day for each violation.
- H. Contractors found to be violating any provision of these rules and regulations may be subject to License suspension or revocation and will NOT be able to work within the Towns Rights of ways until the matter is resolved. Contractors with numerous violations that exceed 3 separate violations are subject to having their licenses revoked for life.
- I. Any violation of these regulations shall be subject to fines in accordance with MGL c 83, s 10.

§ 336-23. Exemptions.

The Sewer Commission may grant exemptions from these regulations.

§ 336-24. Regulation in force.

- A. This regulation shall be in full force and effect from and after its passage, approval, recording, and publication as provided by law.
- B. Passed and adopted by the Select Board of the Town of Nantucket, State of Massachusetts, on the ****th day of 2019.

ARTICLE IV

Fats, Oils and Greases

Purpose

The Town of Nantucket encourages all users of the sanitary sewer system to take voluntary steps to reduce the amount of fats, oils, and grease that is poured, drained, or washed down drains into the sanitary sewer system.

§ 336-25. Definitions.

In the interpretation and application of Article IV of Chapter 336, the following words and phrases shall have the indicated meanings:

BEST MANAGEMENT PRACTICES (BMPs) means actions or schedules of activities, prohibitions of practices, maintenance procedures, and other management practices to implement the requirements of this Regulation.

FATS, OILS, AND GREASE (FOG). Organic polar compounds derived from animal and/or plant sources and accumulate in the sewer system. These are substances that may solidify or become viscous at temperatures above 32 degrees Fahrenheit. These substances are detectable and measurable using analytical procedures established in 40 CFR 136.

FOOD SERVICE ESTABLISHMENT (FSE). Any establishment, business or facility engaged in preparing, serving, or making food available for consumption. Single family residences are not a FSE, however, multi-residential facilities may be considered a FSE at the discretion of the Nantucket Board of Health (BOH). FSEs are classified as follows:

CLASS 1: Deli- engaged in the sale of cold-cut and microwaved sandwiches/subs with no frying or grilling on site, ice cream shops and beverage bars as defined by North American Industrial Classification System (NAICS) 722515 or mobile food vendors as defined by NACIS 722330. Bed and breakfast establishments as defined by NACIS 72119.

CLASS 2: Limited-service restaurants (a.k.a. fast-food facilities) as defined by NACIS 722513 except fast food with a food line that is heavily fried and a history of FOG discharges that interfere with the sanitary sewer system and catering as defined by NACIS 722320.

CLASS 3: Full-service restaurants as defined by NACIS 722110.

CLASS 4: Buffet and cafeteria facilities as defined by NACIS 72212.

CLASS 5: Institutions (schools, hospitals, prisons, etc.) as defined by NACIS 722310 but not to exclude self-run operations.

GREASE, BROWN. Fats, oils, and grease that are discharged to the grease control equipment.

GREASE, YELLOW. Fats, oils, and grease that have not been in contact with or contaminated from other sources such as water, wastewater, solid waste and can be readily recycled.

GREASE CONTROL EQUIPMENT (GCE). A device for separating and retaining wastewater FOG prior to the wastewater exiting the FSE property and entering the sanitary sewer system. GCE includes grease traps and grease interceptors, or other devices approved by the Nantucket BOH.

GREASE INTERCEPTOR. An interceptor whose rated flow exceeds 50 gallons per minute (g.p.m.) and is located outside the building.

GREASE TRAP. An interceptor whose rated flow is 50 g.p.m. or less and is typically located inside the building.

GREASE RECYCLE CONTAINER. A container used for the storage of yellow grease for recycling.

INTERCEPTOR. A device designed and installed to separate and retain for removal, by automatic or manual means, deleterious, hazardous or undesirable matter from normal wastes, while permitting normal sewage or waste to discharge into the drainage system by gravity flow.

INTERFERENCE. A discharge that, alone or in conjunction with a discharge or discharges from other sources, inhibits or disrupts the sanitary sewer collection operation, the treatment processes or operations, or the sludge processes, use or disposal, or exceeds the design capacity of the treatment works or collection system.

TEE (influent & effluent). A T-shaped pipe attached to the horizontal influent and effluent pipes of a grease interceptor and extending downward into the trap to depths specified by design which on the influent side forces influent flow into the center of the trap and prevents floating FOG from escaping the effluent pipe.

BLACK WATER. Wastewater containing human waste from sanitary fixtures such as toilets and urinals.

GRAY WATER. Refers to all other wastewater other than black water.

§ 336-26. Discharge of FOG.

- A. Town of Nantucket Sewer Regulation 336-3 E. (2) prohibits the discharge of “fats, wax, grease, or oils that may solidify or become viscous at temperatures between 32° F and 150° F.” Additionally, Regulation 336-22 sets out penalties for violation the Sewer Regulations.
- B. Uniform State Plumbing Code (248 CMR 10.00). “Grease traps and interceptors shall be installed in the following establishments to prevent the discharge of fats, oils, and grease into the drainage system: 1. restaurants; 2. cafeterias; 3. hotels; 4. hospitals; 5. institutional facilities; 6. factories; 7. clubs; 8. bars where food is prepared and served; and 9. all commercial kitchens; food and meat packing and processing establishments; super markets, bakeries, and other establishments where fats, oils and grease may be introduced into the building sanitary drainage system in quantities that can cause waste line obstruction or hinder sewage disposal... Grease traps and interceptors may be installed on individual fixture waste branches.”

§ 336-27. Interference with the sanitary sewer system operations.

- A. Any user who discharges animal and vegetable fat, oil, and grease in the volume or form which interferes with the operation of the sanitary sewer system may be subject to enforcement actions as specified in § 336-22. Violations and penalties of the Nantucket Sewer Regulations and may be billed

for cleanup charges incurred by the Nantucket Sewer Department when that user's discharge causes operation and maintenance problems in the sanitary sewer system such as blockages, backups, overflows, interruption of service, excessive FOG accumulation in lift stations and pipes, and other FOG related problems that are tracked to that user's discharge. A schedule of fees can be found in Article II, Exhibit 2, specifically the tables titled "Service Request (Non-Town Issue) During Normal Business Hours Monday Thru Friday 7-3:30" and "Service Request (Non-Town Issue) After Normal Business Hours, Holidays and Weekends."

§ 336-28. Control of FOG.

- A. All existing and new FSEs shall effectively control the discharge of FOG into the sanitary sewer system. A Class 1 FSE may do this through the use of Restaurant Industry best management practices such as those published by the National Restaurant Association. See: http://www.foodservicerresource.com/FORMS%20&%20PDFS/FOG_ToolKit.pdf. If best management practices fail to prevent sanitary sewer system interferences Class 1 FSEs shall install grease control equipment (GCE) as specified in § 336-29, or by the Nantucket BOH.
- B. All new Class 2-5 FSEs shall install grease control equipment in sizes specified in § 336-29 or by the Nantucket BOH and properly maintain that equipment in such a way to prevent interference with the sanitary sewer system.
- C. Existing FSEs that do not meet these minimum sizes may continue to use existing GCE and/or best management practices if the discharge from the FSE is not interfering with the sanitary sewer system and the Nantucket BOH gives written permission stating that that the current GCE and practices are preventing interference with the sanitary sewer system. Upon written notice from the Nantucket BOH that the existing GCE or BMPs are inadequate to protect the sanitary sewer system from interference, the FSE shall comply in accordance with § 336-22. Violations and penalties of the Nantucket Sewer Regulations.
- D. All FSEs with GCE shall maintain records of cleaning and maintenance of that equipment. Records include at a minimum the date of cleaning or maintenance, company or person conducting the cleaning or maintenance, and the amount of grease and water removed from the equipment. A grease waste hauler completed manifest will meet this requirement.
- E. Yellow grease such as fryer oil, shall not be discharged into the GCE or into stormwater conveyances. The use of yellow grease recycling containers is encouraged.
- F. Owners of commercial property will be held responsible for wastewater discharges from FSE leaseholders on their property.
- G. All FSEs shall provide access to Town utility personnel (after proper identification) for the purpose of inspection of GCE, kitchen equipment and practices, and any cleaning and drain remediation products which relate to the wastewater and FOG discharge.

§ 336-29. Grease Control Equipment (GCE).

- A. Any FSE either new or existing that is found by the Nantucket BOH of Nantucket Sewer Department to be interfering with the sanitary sewer system may be asked to install GCE that is larger than the minimum size and take other steps to stop that interference.
- B. Existing FSEs that do not meet these minimum sizes may continue to use existing GCE and/or best management practices if the discharge from the FSE is not interfering with the

sanitary sewer system and the Nantucket BOH gives written permission stating that that the current GCE and practices are preventing interference with the sanitary sewer system. Upon written notice from the Nantucket BOH that the existing GCE or BMPs are inadequate to protect the sanitary sewer system from interference, the FSE's violations shall be penalized in accordance with § 336-22. Violations and penalties of the Nantucket Sewer Regulations.

- C. Additionally, FSEs that discharge the water from dishwashing machines through a grease interceptor shall install a GCE which is larger than the minimum to allow for cooling of the discharge and thereby prevent discharge of FOG into the sanitary sewer system.
- D. Grease Traps. These small, under-the-counter units shall be installed according to drawings provided by the Nantucket BOH and shall include vented flow restrictor prior to the trap. Dishwashing machines shall not be installed onto these units. Failure to follow this requirement will render the trap ineffective and the FSE shall be instructed to install a large external grease interceptor.

§ 336-30. Additives.

- A. Additives include but are not limited to products that contain solvents, emulsifiers, surfactants, caustics, acids, enzymes, and bacteria. They may be inorganic or organic in origin.
- B. The use of additives is prohibited with the following exceptions:
 - (1) Additives may be used to clean FSE drain lines but only in such quantities that will not cause FOG to be discharged from the GCE to the sanitary sewer or cause temporary breakdown of the FOG that will later re-congeal in the downstream sewer pipes.
 - (2) If a product used can be proven to contain 100% live bacteria, with no other additives, a request for permission to use the product shall be made to the Nantucket BOH. The request must be submitted in writing with a full disclosure Material Safety Data Sheet and a certified statement from the manufacture.

§ 336-31. Implementation.

- A. This Regulation empowers the Nantucket BOH and the Nantucket Sewer Department to jointly develop and adopt reasonable operating policies to facilitate the implementation of this Regulation. These policies may include but are not limited to: FSE inspections, GCE sizing and maintenance, FSE wastewater discharge testing and monitoring, approval, or disapproval of GCE servicing vendors (Grease Waste Haulers), permitting of FSE's, and other operating policies needed to protect the sanitary sewer system from interference from FOG.

§ 336-32. Fees.

- A. This Regulation authorizes the Sewer Commission to establish fees (in accordance with § 336-12. Other fees and charges.) to offset costs associated with the implementation of this Regulation. Possible fees include: inspection fees, permitting fees, surcharge fees for high strength discharges, cleanup fees associated with FOG cleanup within the sanitary sewer system, and other fees necessary for implementation of this Regulation.

§ 336-33. Permitting.

B. The Nantucket BOH may use FSE permits as a way of implementing this Regulation and may further require the permitting or certification of GCE service and pumping vendors.

§ 336-34. Enforcement.

A. Violators of this Regulation may be issued FSE permits, subject to penalties pursuant to § 336-22. Violations and penalties. Violators may face fines, have water and/or sewer service terminated, and the Town may seek further remedies as needed to protect the collection system, treatment plant, receiving stream and public health. Repeated or continuous violation of this Regulation is declared to be a public nuisance and may result in legal action against the property owner and/or user, and the service line may be disconnected from sewer main. Upon notice by the Nantucket BOH that a violation has or is occurring, the user shall immediately take steps to stop or correct the violation. The Town may take any or all of the following remedies:

- (1) In an emergency situation where the Nantucket BOH has determined that immediate action is needed to protect the public health, safety or welfare, a public water supply or the facilities of the sewerage system, the Nantucket BOH may discontinue water service or disconnect sewer service.
- (2) Commenced a civil action in Superior Court or any other court of competent jurisdiction seeking damages and/or civil penalties against the user, and further seeking an injunction prohibiting further violations by user.
- (3) Seek further remedies as needed to protect the public health, safety or welfare, the public water supply or the facilities of the sewerage system.

§ 336-35. Severability.

A. If any section, phrase, sentence or portion of this Regulation is held invalid or unconstitutional for any reason by any court of competent jurisdiction, such portion shall be deemed a separate, distinct, and independent provision; and such holding shall not affect the validity of remaining portions thereof.

§ 336-36. Date of effect.

A. This Regulation shall take effect from and after its passage, the welfare of the Town requiring it.

Article I
EXHIBIT 1

GENERAL ACCEPTANCE OF SEWERS

A. The Owner or the Owner's representative seeking to extend sewers to service a particular area must notify the Sewer Department, in writing and provide a detailed set of plans and specifications prepared by a Professional Engineer for approval before installation and for scheduling inspection. Once the project is complete, a punch list and inspection are scheduled for deficient items. Once the deficient items are repaired and/or replaced to meet Town of Nantucket standards and specifications, the Developer/representative shall submit the following items to the Town of Nantucket Sewer Department:

- (1) A Professional Engineer's certified statement of the cost of the public utilities installed;
- (2) A Professional Engineer's certified statement indicating that the Work has been built in accordance with the approved set of construction plans;
- (3) A release of liens statement from the Owner/Developer stating that all materials and workmanship associated with the sewer main has been paid in full;
- (4) Certified surveyed Record Plans and Profiles shall be furnished by the Engineer upon completion and acceptance by the Town of Nantucket as stated above;
- (5) A statement from the Developer ensuring a one-year written warranty to the Town of Nantucket prior to issuance of the letter of acceptance;
- (6) A recorded map to the Town of Nantucket showing all public rights-of- way and easements;
- (7) The Engineer shall keep a copy of the Record Plans on file indefinitely.
- (8) Executed sewer dedication agreement in a form approved by the Sewer Commission and includes the provisions set forth in Subsection B below.

A. The Owner must also provide a letter of credit equal to 110% of the Professional Engineer's statement of cost. The letter of credit must be held until the one-year warranty period expires.

B. Sewer Dedication Agreements

- (1) Dedication of Sewer Lines. The Owner(s) shall transfer all of its right, title and ownership of the Sewer Facilities and the Town shall accept the Sewer Facilities upon the satisfaction of the following conditions:
 - (i) Within thirty (30) days of the execution of this Agreement, Parties shall deliver to the Town all of the required easements for the purposes of construction, installation, excavation, operation, maintenance, inspection, repair replacement, alteration, relocation, extension or removal of one or more of the sewer lines or pipes or the appurtenances related thereto by the Town or the Town's assignees in a form mutually acceptable to the Town and the Owner(s) fully executed and acceptable for registration with the Nantucket Registry District of the Land Court; and
 - (ii) The Sewer Commission, at a meeting duly held shall have voted to accept the Sewer Facilities in and along North Mill Street and all necessary easements for the land in which the Sewer Lines run. Should it be necessary for the Sewer Department to inspect and/or repair the Sewer Lines prior to the recording of any necessary easements, the Owner(s) shall grant the Town a

Article I
EXHIBIT 1

GENERAL ACCEPTANCE OF SEWERS

license to enter upon the private roads adjacent to the Owners' Land for such limited purpose and only for as long as is necessary for the Sewer Department to perform such inspections or repairs. Furthermore, in the event that any new construction on any Owners' Land results in a need to request permission to connect to the Sewer Lines, the property owner [of the new construction] shall be required to obtain the necessary sewer connection permit issued by the Nantucket Sewer Department and shall be required to complete the connection in accordance with Town standards, in compliance with the Town's Sewer Regulations in Chapter 336 of the Town of Nantucket Code subject to the payment of all Sewer Capacity fees and Sewer Permit fees which are customarily paid to the Town's Sewer Department during the application and review process for a Sanitary Sewer Permit for connection to the Town System in accordance with the Use of Common Sewers Regulations and subject to the Nantucket Sewer Department final inspections.

08/01/17

TOWN OF NANTUCKET, MASSACHUSETTS
POLICY FOR SEWER STUBS AND RECONNECTION

Effective August 2017

This policy was developed specifically for the Nantucket Harbor Shimmo & Plus Areas Sewer Project.

1. Each developed lot fronted by a municipal sewer will be provided with one sewer connection stub (unless otherwise indicated herein). Connection stubs will be located, as much as practicable, in coordination with property owner's requests. Lacking a request for other location, connections will be provided at the driveway to the dwelling.
2. Vacant developable lots fronted by the municipal sewer will be provided with one sewer connection stub (unless otherwise indicated herein). Connection stubs will be located, as much as practicable, in coordination with property owner's requests.
3. Vacant lots identified by the Town of Nantucket as undevelopable will not be provided with a sewer connection stub.
4. Each developed or vacant developable lot with sufficient land area and road frontage to subdivide the property may be provided with a second building connection stub, at the request of the property owner, and as approved by the Town.
5. Developed properties with two existing dwelling units (or multiple permitted sewer connections) will be left one service connection stub for each dwelling unit or permitted sewer connection, unless otherwise approved by the Town.
6. Mixed use properties, such as buildings with separate residential and business uses, will be considered as separate units, and each unit will require a separate service connection, unless otherwise approved by the Town.
7. All permitted sewer connections will be subject to the applicable sewer connection fee and privilege fee. Existing dwellings sewerer directly by the Nantucket Harbor Shimmo & Plus Areas Sewer Project will not be subject to a Capacity Utilization Fee (CUF). Existing dwellings will be those dwellings that have received all approvals for construction prior to December 31, 2017, for the Nantucket Harbor Shimmo & Plus Areas Sewer Project, which date shall be formally identified and posted by the Town through the Nantucket Sewer Department.
8. In accordance with Nantucket Board of Health regulations, all properties must complete connection to the sewers within two years from the time of notification that the sewer line is approved for use. Properties located within environmentally sensitive areas must have filed a complete sewer service application for connection within six months from the time of notification that the sewer line is approved for use, unless an extension is granted to that property by the Nantucket Board of Health.
9. Dwellings previously connected to sewer (excluding dwellings connected prior to 2004) and fronted by a new municipal sewer extension will be subject to the connection and privilege fee if these fees were not previously paid. Requirement to reconnect to the new sewer and abandon the existing connection will be at the Town's discretion. In general, properties previously connected and provided with the ability to connect to the new sewer will not be required to reconnect, unless it is deemed in the best interest of the Town and/or the property owner.

Article I
EXHIBIT 12

10. In areas serviced by low-pressure sewers, dwellings must install, operate and maintain an individual grinder pump unit meeting specifications established by the Town, and subject to the approval of the Town. The following policies apply to low-pressure sewer connections:

- a. For lots with multiple sewer service connections for separate dwellings or building units, a separate individual grinder pump unit will be required for each service connection.
- b. Permitted sewer connections serviced directly by the Nantucket Harbor Shimmo & Plus Areas Sewer Project will be eligible for purchase of individual grinder pump units at a reduced price based on a Town managed procurement program. The Town will procure individual grinder pump units of simplex (single pump) design residential type, along with ancillary control panel, and will contract for these units to be provided to eligible (existing dwellings) properties by an approved manufacturer and supplier. The Town will offer to the owners of eligible dwellings the option to purchase a grinder pump unit and associated electrical control panel unit from the Town for a discounted cost of \$1,500. For dwellings that have installed an innovative/alternative (I/A) Title 5 system approved by the Nantucket Health Department, the discounted cost for the grinder pump unit will be reduced to \$500. Properties with two permitted sewer service connections, and that have paid two sewer connection fees and two privilege fees shall be eligible to purchase two grinder pump units at the reduced price. The Town will prepare and distribute documentation for the property owner to either accept or reject the reduced price offer. Acceptance of the offer by a property owner must be completed within 60 days of the mailing of said documentation. Failure by the homeowner to respond within 60 days shall constitute a rejection of the Town's offer. Property owners accepting the offer have two years from the time of notification that the sewer line is approved for use to have the grinder pump installed and the building connection to the public sewer completed. The Town will release the grinder pump to be picked up by an authorized drainlayer licensed by the Town of Nantucket upon approval of the sewer connection permit and payment of all municipal sewer connection fees.
- c. Properties developed or dwellings that are constructed after the date of December 31, 2017 for the Nantucket Harbor Shimmo & Plus Areas Sewer Project will not be eligible to purchase grinder pump units through the Town at the reduced prices.
- d. Properties that wish to install multiple grinder pumps (e.g. duplex units) or larger basins or storage tanks will require separate approval for the installation and will be responsible for the full cost associated with these systems. Under no circumstance will the Town of Nantucket approve the purchase and installation of an indoor grinder pump unit.
- e. All property owners will be responsible for proper installation of the grinder pump units and ancillary equipment, including the complete connection to the public sewer per Town of Nantucket standards. All property owners will be responsible for proper operation and maintenance of the grinder pump unit in perpetuity, including repair and replacement of such units.

BEST MANAGEMENT PRACTICES FOR CANNABIS FACILITIES

Indoor cannabis cultivation and processing activities will generate wastewater such as hydroponic solutions, irrigation tail water, sanitation activities, high strength waste similar to food processing activities. The wastewater may contain elevated concentrations of nutrients; biochemical oxygen demand; salinity; metals; or sanitation chemicals containing biocides, bleach mixtures, or other chemical waste streams.

In addition to compliance with the Massachusetts Regulation and Taxation of Marijuana Act cannabis operations must employ the following are a list of best management practices:

CHEMICAL STORAGE, HANDLING AND DISPOSAL

- All chemicals must be stored in a manner, method, and location that ensure that there is no threat of discharge to the community sewer, which includes providing adequate secondary containment:
- Seal all floor drains in chemical storage areas to prevent contaminated wastewater from discharging to the community sewer. Make sure to check with your landlord and local fire and building departments prior to sealing the drain.
- If floor drains cannot be sealed, all chemicals must be stored in secondary containment.
- Ensure that employees do not pour toxic, corrosive, or flammable chemicals down sinks, toilets, or floor drains. Signage provided by the Nantucket Sewer Department must be posted to remind employees not to dispose these substances to the community sewer. For example:
- Solvents used in cannabinoid extraction like hexane are highly flammable and present a hazard when disposed to the community sewer.
- Always ensure safe disposal of fertilizers, insecticides, plant growth regulators, and other chemicals. Do not dispose of these materials to the community sewer.
- Hire a certified waste hauler to properly dispose of spent wastes.
- Ensure all chemicals are properly labeled and immediately replace any damaged or otherwise illegible labels.
- Have a written spill procedure posted in areas where spills may occur. Train your employees on how to respond to a spill.
- Employ closed loop cannabinoid extraction systems. Closed-loop extraction systems keep chemicals from being discharged into the community sewer.

FERTILIZERS

- Evaluate irrigation water, soils, growth media, and plant tissue to optimize plant growth and avoid over-fertilization.
- Fertilizers must be applied at rates no greater than listed on the product label.

PESTICIDES AND PEST MANAGEMENT

- • Before using any pesticide, always read and follow the pesticide label. The label is the law.

Article I
EXHIBIT 23

-
- Indoor cultivation operations must comply with the pesticide manufacture's re-entry interval time periods when applying pesticides.
- Implement an integrated pest management program which includes monitoring for pests and developing treatment protocols utilizing the least toxic strategies.
- Refer to the guidance such as the that provided by the California Department of Pesticide Regulation when considering pesticides for your cannabis cultivation operations - <http://cdpr.ca.gov/docs/cannabis/index.htm>.

FATS, OILS AND GREASE (FOG)

- Use a FOG scraper for removing and properly disposing of FOG from cookware before washing.
- A FOG removal device (grease trap/grease interceptor) must be installed and maintained to prevent fats from clogging the community sewer or causing sewage to back-up.
- Establish and maintain contract with a licensed FOG waste hauler to routinely clean and maintain grease removal devices.

WATER SUPPLY AND WATER EFFICIENCY

- Water system must be equipped with backflow prevention devices and shutoff valves to prevent cross- contamination of the drinking water supply
- If the irrigation is not on a separate irrigation meter, consider installing a sub-meter to better understand the irrigation use and quickly detect costly leaks.
- Irrigating by hose has a potential to be wasteful. Frequent staff education on best practices and the establishment of standard operating procedures is recommended.
- Implement water recycling and reuse practices where feasible to irrigate crops efficiently.

**Article II
EXHIBIT 1**

SEWER PERMIT APPLICATION FEE SCHEDULE

SEWER PERMIT FEES	
TYPE	AMOUNT
Residential Sewer Permit* (NEW)	\$4,000.00
Residential Disconnect Permit	\$300.00
Residential Re-Connect Permit	\$300.00
Residential Sewer Repair	\$300.00
Residential Validation Permit (complex)	\$300.00
Commercial Sewer Permit (NEW)	\$1.00 per Sq Ft <u>of building area</u>; Min \$4,000.00
Commercial Disconnect Permit	\$300.00
Commercial Re-connect Permit	\$300.00

* ~~The sewer permit fee for applications in the Shimmo area is \$500.00 until April 19, 2021. Developers of sewer main extensions must pay X % of the residential sewer permit fee for each abutting property.~~

Article II
EXHIBIT 2

OTHER FEES AND CHARGES

- A. Special charges for "Special Users" including high strength industrial wastes, special difficult to handle wastes, septage tank pumpings, and other special wastes that reflect the added O&M cost of handling these materials are as follows:

SEPTAGE RECEIVING WASTE TYPES	Rate Per 1000/Gallon
Type 1 Septage Billable	\$150.00
Type 2 Septage Non- Billable	\$0.00
Type 3 Waste Type 3 Industrial Wastes	\$110.00
Type 4 Waste Type 4 Residential Tight Tanks	\$60.00
Type 5 Waste Type 5 Grease Traps/Interceptor Tanks	\$0.00
Type 6 Waste Type 6 Plant uses	\$0.00
Type 7 Animal Grooming Trucks	\$50.00
Type 8 Carpet Cleaner Wastes 120 Gallons or less	\$50.00
Type 9 Mobile Food Truck waste	\$50.00
Type 10 Carpet Cleaner Wastes 120 Gallons or More	\$10.00

**Article II
EXHIBIT 2**

SCHEDULE OF FEES FOR SERVICE REQUESTS

SERVICE REQUEST (NON-TOWN ISSUE) DURING NORMAL BUSINESS HOURS MONDAY THRU FRIDAY 7-3:30			SERVICE FEE	EQUIPMENT/ MATERIALS CHARGES
7801-1	Sewer Backup Response	Pickup Truck	\$0	\$250.00
7801-2	Sewer Backup Response	Rodder Truck	\$0	\$350.00
7801-3	Sewer Backup Response	Vac/Jet Truck	\$0	\$350.00
7801-4	Sewer Backup Response	Jet Truck	\$0	\$350.00

SERVICE REQUEST (NON-TOWN ISSUE) AFTER NORMAL BUSINESS HOURS, HOLIDAYS AND WEEKENDS		SERVICE FEE	EQUIPMENT/ MATERIALS CHARGES
7802-1	Sewer Backup Response (MIN + OT min 2 hrs.) Rodder Truck	\$220.00	\$250.00
7802-2	Sewer Backup Response (MIN + OT min 2 hrs.) Vac/Jet Truck	\$220.00	\$450.00
7802-3	Sewer Backup Response (MIN + OT min 2 hrs.) Jet Truck	\$220.00	\$350.00
7802-4	Sewer Backup Response (MIN + OT min 2 hrs.) Pickup Truck	\$220.00	\$100.00
7802-5	Sewer Backup Response (MIN + OT min 2 hrs.) disinfection with bleach	\$220.00	\$45.00 per gallon
7802-6	Sewer Backup Response disinfection with lime	\$220.00	\$8.00 per bag
7802-7	Sewer Backup Response (MIN + OT min 2 hrs.) CCTV Truck	\$220.00	\$400.00

**Article II
EXHIBIT 2**

SERVICE REQUEST (NON-TOWN ISSUE) DURING NORMAL BUSINESS HOURS MONDAY THRU FRIDAY 7-3:30		SERVICE FEE	EQUIPMENT/ MATERIALS CHARGES
7803-1	Sewer Dept. Response Private lateral blockage Rodder Truck from cleanout to main	\$0	\$250.00
7803-2	Sewer Dept. Response Private lateral blockage Jet Truck from cleanout to main	\$0	\$350.00
7803-3	Sewer Dept. Response Private lateral blockage CCTV truck from cleanout to main	\$0	\$450.00
7803-4	Sewer Dept. Response Private lateral repair within right of way Flat Rate **** less Less than 50 feet	\$1,500.00	Cost plus
7803-5	Sewer Dept. Response Private lateral repair within right of way Flat Rate **** More than 50 feet	\$2,500.00	Cost plus
7803-6	Sewer Dept. Response Private Force Main repair within right of way Flat Rate **** L ess than 50 feet	\$2,000.00	Cost plus
7803-7	Sewer Dept. Response Private lateral repair within right of way Flat Rate **** L ess than 50 feet	\$1,500.00	Cost plus
7803-8	Sewer Dept. Response Private lateral repair within right of way Flat Rate **** More than 50 feet	\$2,500.00	Cost plus
7803-9	Sewer Dept. Response Private Force Main repair within right of way Flat Rate****More than 50 feet	\$3,000.00	Cost plus

**Article II
EXHIBIT 2**

SERVICE REQUEST (NON-TOWN ISSUE) AFTER NORMAL BUSINESS HOURS, HOLIDAYS AND WEEKENDS		SERVICE FEE	EQUIPMENT/ MATERIALS CHARGES
7804-1	Sewer Dept. Response Private lateral repair within right of way Flat Rate **** Less than 50 feet	\$2,500.00	
7804-2	Sewer Dept. Response Private lateral repair within right of way Flat Rate**** More than 50 feet	\$3,500.00	
7804-3	Sewer Dept. Response Private Force Main repair within right of way Flat Rate **** Less than 50 feet	\$3,000.00	Cost Plus
7804-5	Sewer Dept. Response Private Force Main repair within right of way ***More than 50 feet	\$4,000.00	Cost Plus
7804-6	Sewer Dept. Response 10-wheel Dump Truck	\$0	\$76.00 per hour
7804-7	Sewer Dept. Response Small Roll Off Truck	\$0	\$76.00 per hour
7804-8	Sewer Dept. Response Large Roll Off Truck	\$0	\$96.00 per hour
7804-9	Sewer Dept. Response Rodding truck with 2 operators	\$0	\$133.00 per hour
7804-10	Sewer Dept. Response Jetter truck with 2 operators	\$0	\$133.00 per hour
7804-11	Sewer Dept. Response Vac-Jet combo truck with 2 operators	\$0	\$133.00 per hour
7804-12	Sewer Dept. Response Small Roll Off Truck container daily rate	\$0	\$100.00 per day
7804-13	Sewer Dept. Response Large Roll Off Truck container daily rate	\$0	\$200.00 per day
7804-14	Sewer Dept. Response Mini excavator with 1 operator	\$0	\$165.00 per hour
7804-15	Sewer Dept. Response track machine with 1 operator	\$0	\$165.00 per hour
7804-16	Sewer Dept. Response equipment trailer daily rate	\$0	\$100.00 per day
7804-17	Sewer Dept. Response Gas powered cut off saw flat fee daily	\$0	\$55.00 per day
7804-18	Sewer Dept. Response other specialized equipment IE: smoker	\$0	\$45.00 per hour

**Article II
EXHIBIT 2**

LINE CLEANING- CCTV INSPECTIONS	EQUIPMENT	Per Hour Rate	Linear Foot Rate
4"-6" Sewer Pipe CCTV Inspection Per HR+LF	CCTV Truck	\$350.00	\$1.50
4"-6" Sewer Pipe Light Cleaning Per HR+LF	Jetter Truck	\$450.00	\$2.50
4"-6" Sewer Pipe Light Cleaning Per HR+LF	Rod Truck	\$400.00	\$2.00
4"-6" Sewer Pipe Heavy Cleaning Per HR+LF	Jetter Truck	\$450.00	\$4.50
8"-15" Sewer Pipe CCTV Inspection Per HR+LF	CCTV Truck	\$350.00	\$2.50
8"-15" Sewer Pipe Light Cleaning Per HR+LF	Jetter Truck	\$450.00	\$3.50
8"-15" Sewer Pipe Heavy Cleaning Per HR+LF	Jetter Truck	\$450.00	\$5.50
8"-15" Sewer Pipe Heavy Cleaning Per HR+LF	Rod Truck	\$400.00	\$2.00

INSPECTION SERVICES	FEES
Dye test to confirm connection	\$300.00
Lateral CCTV inspection	\$400.00
Mainline CCTV to locate Laterals	\$500.00
Re-inspection fee	\$150.00

SHIMMO GRINDER PUMPS	
TYPE	PURCHASE PRICE
No prior innovative and alternative system	\$1,500.00
With prior innovated and alternative system	\$500.00

**Article II
EXHIBIT 3**

310 CMR 15.203

TYPE OF ESTABLISHMENT	UNIT	GALLONS PER DAY	MINIMUM ALLOWABLE GPD FOR SYSTEM DESIGN
(2) RESIDENTIAL			
Bed & Breakfast	per bedroom	110	440
Bed & Breakfast	per bedroom	110	
with restaurant open to public add	per seat	35	1000
Camp, resident, mess hall, washroom and toilets	per person*	35	
Camp, day, washroom and toilets	per person	10	
Camp, day, mess hall, washroom and toilets	per person	13	
Campground, showers and toilets	per site	90	
Family Dwelling, Single	per bedroom	110	330**
including, but not limited to, single family condominiums & cooperatives			
Family Dwelling, Multiple	per bedroom	110	***
Family Mobile Home Park	per mobile home	300	
Motel, Hotel, Boarding House	per bedroom	110	
Retirement Mobile Home Park	per site	150	
Housing for the Elderly	per two bedroom unit	150****	
Work or Construction Camp	per person	50	
* Person in the context of 310 CMR 15.203 means an individual.			
** A system may be designed for flows of not less than 220 gpd, if a deed restriction essentially identical to the model Grant of Title 5 Bedroom Count Deed Restriction developed by the Department, is provided that limits the dwelling to two bed rooms as the term "bedroom" is defined in 310 CMR 15.002. A home office or home retail business whose only employees reside in the home, where no additional wastewater is generated other than toilet and hand washing waste, is not considered a change in the type of establishment and does not require the addition of flow for the purpose of designing the system.			
*** The number of bedrooms in a condominium shall be as specified in the Master Deed. Establishment of bedrooms in excess of the specified number shall be considered an increase in design flow. A home office or home retail business whose only employees reside in the home, where no additional wastewater is generated other than toilet and hand washing waste, is not considered a change in the type of establishment and does not require the addition of flow for the purpose of designing the system.			
**** One bedroom unit Housing for the Elderly, and units with more than two bedrooms shall be designed based on 110 gallons per day per bedroom.			
(3) COMMERCIAL			
Airport	per passenger	5	150
Barber Shop/Beauty Salon	per chair	100	
Bowling Alley	per alley	100	
Country Club, dining room	per seat	10	
Country Club, snack bar or lunch room	per seat	10	
Country Club, lockers and showers	per locker	20	
Doctor Office	per doctor	250	
Dentist Office	per dentist	200	

**Article II
EXHIBIT 3**

310 CMR 15.203

TYPE OF ESTABLISHMENT	UNIT	GALLONS PER DAY	MINIMUM ALLOWABLE GPD FOR SYSTEM DESIGN
(3) COMMERCIAL (continued)			
Factory, Industrial Plant, Warehouse or Dry Storage Space without cafeteria	per person	15	
Factory, Industrial Plant, Warehouse or Dry Storage Space with cafeteria	per person	20	
Gasoline Station with service bays	per island***** per bay	75 125	300
***** Plus flows for bays, if any			
Kennel/Veterinary Office	per kennel	50	
Lounge, Tavern	per seat	20	
Marina	per slip	10	500
Movie Theater	per seat	5	
Non-single family/ automatic clothes washer	per washing machine	400	
Office building	per 1000 sq.ft.	75	200
Retail Store (except supermarkets)	per 1000 sq.ft.	50	200
Restaurant	per seat	35	1000
Restaurant, thruway service area	per seat	150	1000
Restaurant, Fast Food	per seat	20	1000
Restaurant, kitchen flow [for sizing of grease trap only]	per seat	15	
Service Station [no gas]	per bay	150	450
Skating Rink	per seat	5	3000
Supermarkets	per 1000 sq.ft.	97	
Swimming Pool	per person	10	
Tennis Club	per court	250	
Theater, Auditorium	per seat	3	
Trailer, dump station	per trailer	75	
(4) INSTITUTIONAL			
Place of worship without kitchen	per seat	3	
with kitchen	per seat	6	
Correctional Facility	per bed	200	
Function Hall	per seat	15	
Gymnasium	per participant	25	
Gymnasium	per spectator	3	
Hospital	per bed	200	
Nursing Home/Rest Home	per bed	150	
Assisted Living Facilities	per bed	150	
Public Park, toilet waste only	per person	5	

**Article II
EXHIBIT 3**

310 CMR 15.203

TYPE OF ESTABLISHMENT	GALLONS UNIT	MINIMUM ALLOWABLE GPD FOR SYSTEM PER DAY	DESIGN
(4) INSTITUTIONAL (continued)			
Public Park, bathhouse, showers and flush toilets	per person	10	
Day Care Facility	per person	10	
(5) SCHOOLS*****			
Elementary School, without cafeteria, gymnasium or showers	per person	5	
Elementary School, with cafeteria but no gymnasium with showers	per person	8	
Elementary School, with cafeteria, gymnasium and showers	per person	10	
Secondary/Middle School, without cafeteria, gymnasium or showers	per person	10	
Secondary/Middle School, with cafeteria but no gymnasium or showers	per person	15	
Secondary/Middle School, with cafeteria, gymnasium and showers	per person	20	
Boarding Schools, Colleges	per person	65	

***** All schools to be served by an alternative technology approved pursuant to 310 CMR 15.280 through 15.288 shall have an equalization basin as part of the system design and have it installed prior to the treatment device.

Article II EXHIBIT 4

Sewer Capacity Fee Policy

I. Purpose and Authority

- a. The purpose of this policy is to formalize and clarify the use of a revised policy for charges to properties connecting to the Nantucket sewer system which are part of a designated and approved Sewer District. Connecting properties are responsible for a portion of the project cost of wastewater facilities construction based on Town Meeting votes. Properties served by private sewer extensions shall be responsible for a proportionate share of the expended cost of all wastewater facilities and facilities needed to serve the proposed property or properties. It is intended that the “new” sewer capacity fee shall be established for the Town to assess and collect a portion of the wastewater collection and treatment system capital cost, based on commonly used and generally accepted criteria (e.g., 310 CMR 15.203 of Title 5); acknowledging that existing similar fees that have been established by the Town but may not have been consistently applied to all properties connected to the public sewersystem.

b. Authority

This policy is adopted in accordance with Chapters 80 and 83 of the Massachusetts General Laws (MGLs), and relevant Session Acts approved by the General Court, including:

- Chapter 169 of the Acts of 1965; Act Authorizing the Town of Nantucket to establish a Board of Public Works Exercising the Powers of Certain Other Boards, Commissions, Departments, and Town Offices.
- Chapter 396 of the Acts of 2008; An Act Authorizing the Establishment of the Nantucket Sewer Commission and Sewer Districts in the Town of Nantucket.

Further, pertinent sections of the Town Charter apply, including:

- Chapter 41 - Board of Sewer Commissioners
- Chapter 120 - Sewers and Wastewater Facilities

Chapter 41 references include numerous subsequent amendments to Chapter 41 as approved by Town Meeting votes to expand the Sewer District, and thereby include additional properties.

c. Responsibility for Administration

Article II EXHIBIT 4

The Board of Selectmen, acting as Sewer Commissioners, are responsible for the administration of this policy. The authority for that policy is reflected in Chapter 169 of the Acts of 1965 and Chapter 396 of the Acts of 2008, as well as Chapters 41 and 120 of the Nantucket Town Charter.

II. Definitions

“Capacity Utilization Fee”- Shall mean a one-time charge for a property that has access to a public sewer by virtue of its location within a designated Sewer District. This fee shall be similar to a sewer betterment assessment, special assessment or sewer privilege fee as described in Section 7 of Chapter 396 of the Acts of 2008. While this fee serves a similar purpose as a Sewer Privilege Fee, it is separate and distinct from a Sewer Privilege Fee, as was established and described in Section 120-6 of the Town Charter. The Nantucket Capacity Utilization Fee basis differs from the Sewer Privilege Fee in that the assessment is based on design flow and does not use assessments based on the uniform unit method as described in Chapter 120-2 of the Town Charter.

“Sewer Capacity Fee”- Similar to the existing Sewer Privilege Fee and Capacity Utilization Fee, and authorized by the same Special Acts, Town Charter Sections and Town Meeting Votes; this “new” fee will be used in place of the two existing capacity-related fees more recently established in 2004 and 2008. This fee shall closely mirror the requirements of the Capacity Utilization Fee as established more recently in 2008, by using a cost per gallon per day assessment basis. As provided in Section 14 of Chapter 83, this fee (or assessment) shall be a proportional part of the cost of collection and treatment facilities construction, and of the costs, not already assessed, of making and repairing other common sewers and facilities.

“Sewer Connection Fee”- Shall mean a one-time cost paid at the time of issuance of a sewer connection permit, to reimburse the Town for costs associated with administering the Sewer Connection program including processing permit applications, sewer capacity fee, connection fee, and user charge billing, inspection of the sewer connection construction, record-keeping and related Sewer Department coordination efforts. The standard fee may be adjusted to account for added or increased Town costs of the services included.

“Sewer Connection Permit”- Shall mean approval from the Town, issued by the Director of the Nantucket Sewer Department, for the installation of a new sewer service or the modification of an existing sewer service, with application being made on specific form(s) as provided by the Town.

Article II EXHIBIT 4

“Sewer District”- As defined in Section 336-1, the Nantucket Sewer Regulations, and meaning the areas and designated properties within those areas of Nantucket that abut public or private ways and that can be served by public sewers. Such districts may be expanded from time to time as designated and established by Town Meeting vote, in accordance with Chapter 396 of the Acts of 2008.

“Sewer Privilege Fee”- Shall mean a one-time fee assessed to a property that is served by, and connects to, a public sewer as provided in MGL Chapter 83, Sections 15 and 17; and Chapters 120-1 and 120-6 of the Nantucket Town Charter, originally approved in 1999 and amended in 2004.

III. Basis for Sewer Capacity Fee

a. General

The Sewer Capacity Fee shall be assessed to all properties that have connected and/or will connect to the public sewer system that have yet to pay either the Sewer Privilege Fee or the Capacity Utilization Fee.

The Capacity Fee will initially be set using the most recently determined Capacity Utilization Fee rate of \$20.32 per gallons per day of capacity. Future fee calculations will be completed by or on behalf of the Board of Sewer Commissioners.

b. Flow Basis

Design flows for each property for the purpose of calculating the Sewer Capacity Fee shall be maximum daily flows reflected in 310 CMR 15.203 (Title 5 of the MA Environmental Code), as reflected in the Town’s Sewer Rules and Regulations, Section 336-13, and Article II, Exhibit 3. That design flow basis shall be used for calculating sewer capacity fees for all existing and proposed properties. No multiplier of actual water use/metered flow shall be used in determining the flow basis for the calculation of the Sewer Capacity Fee.

In cases where a dwelling, building or connected property has bathrooms in excess of the number of bedrooms, or water using fixtures not associated with a kitchen or bathroom, the following design flows apply in addition to those found in 310 CMR 15.203:

1. 55 gallons per day for each bathroom or half bathroom that exceeds the total

Article II EXHIBIT 4

number of bedrooms.

2. 55 gallons per day for each water using fixture connected to the sewer system, which is not associated with a kitchen or a bathroom.
- c. For all new construction, there shall be a minimum Sewer Capacity Fee, equivalent to the connection of a 3-bedroom residence and a design flow rate of 110 gpd per bedroom. Using the current capacity utilization fee rate of \$20.32 per gpd, that minimum charge is calculated at \$6,705.60 ($\$20.32 \times 3 \text{ bedrooms} \times 110 \text{ gpd/bedroom}$). This minimum applies to residential as well as any mixed use, commercial, business or other non-residential uses. This minimum charge shall not apply to a Sewer Capacity Fee assessed for a change in use.
- d. Changes in Use and Renovation/Improvements to Properties
A Sewer Capacity Fee shall also be assessed for any changes in use or improvements/renovations of a sewered property, including for any property that has already been assessed a Sewer Capacity Fee or its similar predecessor sewer fees. A change in use shall be defined as any building addition, modification, improvement or replacement that could reflect an increased design wastewater flow based on 310 CMR 15.203 Design Criteria. Sewer Capacity Fees assessed based on a change in use shall not be apportioned over time and shall be assessed and paid in advance of the start of the construction that is the basis of that change in use.
- e. Apportionment
Payment of the Sewer Capacity Fee shall be paid up-front, in advance of the actual physical connection to the public sewer. However, at the discretion of the Board of Sewer Commissioners, the Sewer Capacity Fee may be paid over a number of years, not exceeding 20, at an interest rate to be determined by the Board, with input from the Town Assessor's office, in accordance with Section 120-5 of the Town Charter. Apportionment procedures shall include provisions for the interest rate assessed, and the lien and taxing processes. With regard to the lien process, because the Sewer Capacity Fee is not equivalent to a Sewer Betterment under MGL Chapter 80, the property Owner of Record must execute a Voluntary Lien Agreement, that runs with and is attached to the property, such legal document to be recorded at the Registry of Deeds.

The current interest rate that shall be applied to all apportioned Sewer Capacity Fees shall be set at 4.414%, unless and until that interest rate is modified by a vote of the Board.

Article II

EXHIBIT 4

The methodology used in calculating annual principal and interest payments shall be at the discretion of the Board, in accordance with Paragraph 2 of MGL Chapter 80, Section 13, effective as of November 7, 2016.

f. **Exemptions/Deferrals/Waiver**

No exemptions or exclusions from this policy shall be issued by the Board, with the exception of properties that qualify, apply and are approved for a sewer fee waiver in accordance with the Policy for Sewer Fee Waiver Requests, as adopted by the Town of Nantucket on October 24, 2018. Waivers of the Sewer Capacity Fee shall be allowed under the Authority of the Board of Sewer Commissioners, in accordance with Chapter 396 of the Acts of 2008 and relevant Town Charter Articles. Procedures for Waiver requests shall be as approved by the Board of Sewer Commissioner in a separate policy to be developed and adopted by the Board and shall only be allowed upon a determination that the public interest so requires.

However, property owners eligible to receive an exemption from property taxes under clause 41A of Section 5 of Chapter 59 of the MGL's with respect to their property, shall upon application, be allowed to defer the Sewer Capacity Fee. The eligible property owner whose fee is deferred shall be required to enter into a deferral and recovery agreement with the Town of Nantucket.

IV. Adoption of Sewer Capacity Fee

Notwithstanding other provisions of these regulations, the Sewer Capacity Fee shall be in force as of the date of acceptance of these regulations by the Nantucket Select Board. As of that date, the Sewer Capacity Fee formally replaces the application of the town's Sewer Privilege Fee and Capacity Utilization Fee.

Article II
EXHIBIT 5

RESIDENTIAL SEWER CAPACITY FEE SCHEDULE
(FEE'S SUBJECT TO CPI INCREASES ANNUALLY)

Single Family Residential	6 bedrooms \$13,411.20	5 bedrooms \$11,176.00	4 Bedrooms \$8,940.80	≤ 3 Bedrooms \$6,705.60
Multi – Family residential		5 Bedrooms Per Unit \$11,176.00	4 Bedrooms Per Unit \$8,940.80	≤ 3 Bedrooms Per Unit \$6,705.60
Existing structure Bedroom Additions Alterations	Ea. additional bedroom above 3 will be charged \$20.32 per gpd	Ea. additional bedroom above 3 will be charged \$20.32 per gpd	Ea. additional bedroom above 3 will be charged \$20.32 per gpd	Ea. additional bedroom above 3 will be charged \$20.32 per gpd

Per 310 CMR 15.203, the minimum allowable volume for system design is 330 gallons per day. The volume allowed for each additional bedroom is 110 gallons per day. Outbuildings with sanitary facilities are counted as bedrooms for the purpose of the sewer capacity fee.

Article II
EXHIBIT 6



TOWN & COUNTY OF NANTUCKET
SELECT BOARD
POLICY FOR SEWER FEE WAIVER REQUESTS
Adopted: 07/20/2016; Revised 10/24/2018, 12/03/2020

I. Policy.

The Select Board, acting as the Nantucket Sewer Commission pursuant to Chapter 396 of the Acts of 2008, and in accordance with Chapter 38, Article III, section 38-3B of the Code of the Town of Nantucket, has the authority to waive any town fee or charge, upon a determination that the public interest so requires.

The Select Board hereby determines that it is in the public interest to encourage the production of affordable housing, including workforce housing units for the Island's working population. Therefore, the Select Board will consider, on a case-by-case basis, waivers of one or both of the Town's fees relating to the connection of dwelling units that are located in an existing Sewer District as established under Chapter 396 of the Acts of 2008.

II. Sewer Connection and Sewer Capacity Fee Waivers.

The Select Board may, at its discretion, waive the sewer connection fee or the Sewer Capacity Fee upon the request of a property owner, developer, or public entity seeking to connect one or more dwelling units to the Town's sewer system if such unit or units are bound by a permanent affordable housing deed restriction in a form acceptable to the Town and enforceable by the Town, and provided that the dwelling unit or units are part of a project where a minimum of 25% of the units are eligible for inclusion on the Town's Subsidized Housing Inventory ("SHI") as maintained by DHCD or any successor agency and provided that the developer and/or unit owner shall cooperate fully with the Town in obtaining SHI status for the eligible unit or units by timely providing all required documentation and notifying the Town Manager when a building permit issues and when an occupancy permit issues.

In the case where less than all of the units in the project are income-restricted, the Select Board may waive up to 100% of both sewer fees where the unit is restricted at 80% AMI or less, up to 75% of both fees where the unit is restricted between 81% and 100% AMI, and up to 50% of both fees where the unit is restricted between 101% AMI and 150% AMI. In the case where all of the units in a project are income-restricted, 100% of both sewer fees may be waived as long as a minimum of 25% of the total number of units are SHI-eligible. In exercising its discretion, in applying the policy, the Select Board may consider the total value of Town subsidies for the project, including closing cost assistance, direct grants, land contribution by the Town, other fee waivers, and market rate sales in the project.

Article II EXHIBIT 6

In the case of dwelling units that are subject to a permanent affordable housing covenant meeting the requirements of Chapter 301 of the Acts of 2002, and Chapter 100 of the Code of Nantucket, the Select Board may, in its discretion, waive all or a portion of the sewer connection fee.

Adopted: 07/20/2016; Revised 10/24/2018

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**Article III
EXHIBIT 1**

SCHEDULE OF FINES

VIOLATION	FINE
Sewer installation without permit	\$300 and/or civil penalty up to 5000.00
Sewer Repair without permit including 2x the permit fee	\$3600.00 and/or civil penalty up to \$ \$600
Work covered before inspection All work to be uncovered for inspection	\$150.00
Failure to schedule Inspectional services Each Offense	\$150.00
Failure to perform work according to approved plan	\$250.00

DRAFT

Select Board Position Statement – Baxter Road/SBPF Project
Notes on Public Comment feedback from 10/20 SB Meeting
As of 10/28/21

Town Goal

To preserve the homes and access to Baxter Road as long as it is not harming others, placing the majority of the costs on those that benefit, while working cooperatively to mitigate the Town's exposure and provide an equitable framework for other areas of the Island.

Town Concerns

1. Our legal obligation to provide access and services
2. Maintenance of the existing project during this time of conflict; and, the ability for Town staff to manage the on-going or future projects.
3. Legal exposure and costs of the Town's, including ConCom's, actions:
 - 3a. Navigating legal quagmire of previous decisions
 - 3b. On-going new litigation
 - 3c. Financial and personnel resource cost of contested takings
 - 3d. Clear definition and enforcement of existing and potential future conditions
4. Affordable sand source and delivery for Baxter Road and future town projects
5. Long-term protection of Sconset town proper
6. Balancing costs of sea level rise with other major capital expenditures (OIH, Senior Center, NPS, etc)
7. Continued public access and healthy natural environment
8. Providing a model for other areas/neighborhoods going forward

Town Strategy Moving Forward

1. Retain existing toe protection
 - 1a. Start planning as detailed in the Arcadis report to be ready for roadway relocation(s) with established triggers
2. Obtain commitment from SBPF to resolve outstanding enforcement issues; and, to add sand before winter
3. Develop the criteria to apply for joint NOI for phased expansion
4. First phase: small south expansion with clear failure criteria and alternative access
5. Fund/initiate a study for sediment transfer, source/delivery
6. Second phase predicated upon offshore sand source and slurry delivery; creation of Coastal Resiliency Benefit District; hold harmless for Town including voluntary easements for roads, utilities and takings
7. No neighborhood objection or threats to road abandonments; with result of no harm to others
8. Public access to Sankaty Lighthouse, beach and bluff walk to remain in all future plans
9. Institute homeowner best practices
10. Clear, enforceable criteria trigger road relocation and next phases

Commented [LG1]: Add more specifics and more criteria?
Staff comment: not sure we are ready for this at this point; this statement is dynamic and can be updated as needed

Commented [LG2]: Same as above; specifics may not be entirely appropriate for a Policy Statement vs an Action Plan

Commented [LG3]: How to define harm more clearly?

Commented [LG4]: This could perhaps be combined with item 1a above

11. Avoid endless wrangling. Spend Town and citizen time and resources wisely.

Additional public feedback from 10/20 meeting:

- include additional information as to a cost benefit analysis? (Staff comment: May not be appropriate for a Position Statement?)

- the Coastal Resilience Plan should include Baxter Road (Staff comment: this has been addressed numerous times – Baxter Road is a project that started long before a CRP was contemplated; the CRP is certainly a valuable tool for the Board and Town, however, Baxter Road was established as its own project quite a while ago)

- add stronger language that the Board's Statement could be used as a guideline as to what it is trying to achieve with coastal roadway issues

DRAFT

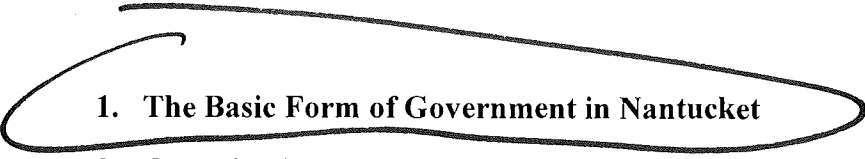
Town Government Study Committee

Final Report

Annual Town Meeting 2021

6-5-2021

TABLE OF CONTENTS

- 
- 1. The Basic Form of Government in Nantucket**
 - 2. Organization of Local Government**
 - 3. Semi-Annual Town Meeting**
 - 4. Code Enforcement**
 - 5. Examining The Audit Committee**
 - 6. Revisions to Historic District Commission Charter**
 - 7. Establishment of Licensing Board**
 - 8. Establishment of Parking Commission**
 - 9. Establishment of Sewer Commission and Sewer Abatement Commission**
 - 10. Review of Airport Warrant Article**
 - 11. Revisions to the Parks and Recreation Department and Commission**
 - 12. Creation of Town Ombudsman**
 - 13. The Town Government Study Committee**
 - 14. Edits to the existing Town Charter**
 - 15. Increasing Citizen's Warrant Article Signatures to 25**
 - 16. Extending the Moderator's Term to Three Years**
 - 17. Non-Voting Taxpayer Representation at Town Meeting**
 - 18. Communication and Collaboration between Town Boards and Committees**
 - 19. Appendices and Attachments**

1. *The Basic Form of Government in Nantucket:*

The Committee reviewed the basic form of government in Nantucket, Open Town Meeting, and sought to identify any problems or concerns and ways to improve the function of Government.

The Committee, without making any determination, reviewed the types of government available in the Commonwealth of Massachusetts: Town Council with Mayor or Town Manager, Representative with Town Manager, Town Meeting with Town Manager. An informational sheet that was circulated at our Public Forums is attached hereto for reference. These sheets discuss, in great detail, the four types of government that are considered which are: Open Town Meeting, Representative Town Meeting, Town Council, and a Mayoral form of government. This information is attached as Exhibit A along with this report.

Furthermore, the Committee gathered an unofficial ad hoc poll from the citizens who attended the public forums and the results are attached as well. The Committee also requested two non-binding ballot questions for the 2020 election relative to the satisfaction of the electorate with the form of Town Government and the role of the Town Government Study Committee relative to investigating the topic further. Those results are attached as Exhibit B

Some of the factors and considerations the Committee reviewed while looking at these forms of Government were:

- Ease of decision-making;
- The potentially challenging degree of difficulty determining the election process for Representative Town Meeting;
- Which forms potentially removed citizens from participation;
- The requirements for ballot approval of overrides and debt exclusions;
- The realities of needing quorums at Annual and Special Town Meetings;
- The number of signatures for open town meeting articles;
- The length of presentations at Annual or Special Town Meetings; and,
- The time of any town meeting (e.g., summer v. winter).

While the Committee has taken the time to research these forms of Government, they have not yet arrived at a conclusion as to whether or not the Town of Nantucket needs to change their form of Government and, to that end, what that change would look like. A change of that significance would require a great deal of public support, education, and careful consideration and planning. The form of Government is a passionate topic for voters and this Committee is cognizant of that fact. Because of this, the Committee can safely say that any change to the form of Town Government would need to be carefully analyzed and properly vetted before it could be effectuated.

Also, the options available to Nantucket regarding the form of Government are population-based and for that reason, the Committee also thought it prudent to wait for

the release of Town-specific data from the Federal 2020 Census results this Fall before ruling out any potential form of Government.



The Committee voted to recommend that the Town of Nantucket establish a special commission with the sole purpose of investigating the form of Town Government and Town Meeting in Nantucket. All members of the Committee voted in favor.

2. Organization of Local Government:

The Committee also reviewed the organization of Nantucket's local government. This included not only the mechanics of the interactions between the various departments within the Town of Nantucket, but also the common questions and concerns the average citizen faces when interacting with municipal agencies. The Committee concluded that it would be advantageous for the public and local officials to have access to a comprehensive organizational chart to be displayed on the Town's website and perhaps be made available in hard-copy. This, in turn, would help eliminate confusion with respect to which department has jurisdiction over a particular issue in order for a layperson or average citizen to know where best to address their issue or complaint. Also, such a chart could be especially important to better understand the roles and responsibilities of the various municipal and administrative offices and branches within the Town of Nantucket. This organization should also include a comprehensive, but plain-spoken guide for citizens to understand the code enforcement process and which office or branch has jurisdiction over the matter.

The Committee voted to recommend that the Charter be amended to require an annual presentation by Town Administration or the Select Board for an organizational chart. All members of the Committee voted in favor.

3. Semi-Annual Town Meeting:

As part of the public hearings held by the Committee, one of the criticisms that was brought up was the inefficiency of Annual Town Meeting. Other criticisms of having only one Annual Town Meeting were the number of warrant articles proposed and the duration of the meeting. Without changing the form of Town Government, the Committee considered a potential solution being an amendment to the Charter to require a semi-annual Town Meeting and in the event there is no need for the second Town Meeting, it can be duly cancelled.

The Committee voted to recommend to amend the Charter to require a Semi-Annual Town Meeting. The Committee voted unanimously in favor.

4. Code Enforcement

One of the issues facing the Committee was the suggestion to have an annual presentation relative to code enforcement as an update to its Residents. The Committee discussed the merits of this idea at length and did not come to a unanimous conclusion on suggesting

the Charter be amended to include a provision requiring an annual update on code enforcement.

The Committee voted not to include language to amend the Town Charter to require an annual presentation of the Town's enforcement actions for the Select Board to review. The vote was 4-2 in favor, but noted that a comment should be included in the Town Government Study Committee's report to Town Administration that while there is merit to this idea to keep the public informed, it is not appropriate to include it in the Charter.

5. Examine the Audit Committee:

After discussions with the Finance Director and the Chair of the Finance Committee, the Town Government Study Committee submitted a warrant article relative to updating the audit committee. Article #96 was approved at the 2020 Annual Town Meeting. This Article is attached as Exhibit C to this report.

6. Historic District Commission Charter:

The Committee suggests having a more comprehensive amendment to the Historic District Commission Charter to better address any inconsistencies and mechanisms for appeal. However, the Committee is not empowered within our scope and mission to review this matter. Any future revisions, which the Committee would suggest investigating, should be further developed by other entities.

7. Establishment of a Licensing Commission or Board:

The Committee heard from members of the public and the Select Board regarding the licensing duties of the Select Board. It seemed prudent to the Committee that if the Select Board deems it appropriate, the Select Board is empowered to create its own Licensing Commission/Board. This could be done administratively and would not need any type of charter amendment. This type of Commission/Board would be a step in lessening the amount of time the Select Board spends on certain issues. The establishment of this Commission/Board is also within the purview of the Select Board and Town Administration.

The Committee noted that while this topic has been discussed for some time, it may behoove the Town to have a more impactful recommendation. And as such, the Committee recommended amending the Charter to require the Select Board to establish such a Licensing Commission or Board.

The Committee voted to recommend amending the Town Charter so that the Select Board shall establish a separate Licensing Commission or Board. All voted in favor, however, one member abstained from the vote.

8. Parking Commission: