

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 JANUARY 19, 2022 - 5:30 PM REMOTE PARTICIPATION VIA ZOOM WEBINAR NANTUCKET, MASSACHUSETTS

YOU TUBE LINK:

<https://youtu.be/No7VNFO8svY>

ZOOM WEBINAR REGISTRATION LINK TO VIRTUALLY ATTEND MEETING:

https://us06web.zoom.us/webinar/register/WN_KU50tRmxSZCtp0cUzNsHYQ

I. CALL TO ORDER

II. SELECT BOARD ACCEPTANCE OF AGENDA

III. ANNOUNCEMENTS

1. The Select Board Meeting is Being Audio/Video Recorded.
2. Applicant Introduction/Review of Applications for Appointment to Council for Human Services to Fill Two New Seats Approved at 2021 Annual Town Meeting Scheduled for Wednesday, January 26, 2022, Pursuant to Select Board Committee Appointment Policy.
3. 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 January 12, 2022 at 5:30 PM.
2. Approval of Treasury Warrants for January 19, 2022.

3. Approval of Pending Contracts for January 19, 2022 - as Set Forth on the Spreadsheet Identified as Exhibit 1, Which Exhibit is Incorporated Herein by Reference.

IX. CITIZEN/DEPARTMENTAL REQUESTS

1. Request for Approval and Execution for the Sandpiper Place Workforce Homeownership Development Project of:
 - a) Assignment and Assumption of Local Initiative Program Regulatory Agreement and Declaration of Restrictive Covenants for "Sandpiper Place II" (North) Workforce Homeownership Development Project;
 - b) Certification of Compliance to the Department of Housing and Community Development for Project Compliance with said Regulatory Agreement;
 - c) First Amendment to Regulatory Agreement and Declaration of Restrictive Covenants for the Sandpiper Place Workforce Homeownership Development Project; and
 - d) Assignment and Assumption of Regulatory Agreement and Declaration of Restrictive Covenants.
2. Richmond Great Point Development LLC: Request for Nantucket Sewer Commissioners to Consider Pre-June 2020 Sewer Fee Schedule for Sewer Permit Connection Fees and Sewer Capacity Fees for Meadows II and Sandpiper Place I and II Development Projects.

X. PUBLIC HEARINGS

1. Public Hearing to Consider a Utility Petition from National Grid/Nantucket Electric Company for Plan #28605485 to Replace Existing Handhole in Front of 44 Center Street with New Concrete Handhole and 36" Manhole Cover to Upgrade Existing Electrical Connectors.

XI. TOWN MANAGER'S REPORT

1. Review of FY 2023 Enterprise Fund Budgets: Sewer.

XII. SELECT BOARD'S REPORTS/COMMENT

1. Continued Review/Potential Votes on Select Board-Sponsored 2022 Annual Town Meeting Warrant Articles.
2. 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

Council for Human Services (per 2021 ATM vote, membership was increased to 9 members)

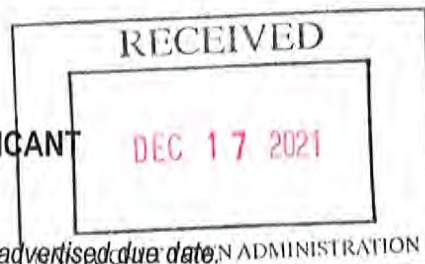
Brooke Mohr	Chair	2023
Athalyn Sweeney	Vice Chair	2024
Ruth Tonico		2022
Joseline Ramirez		2022
VACANT		2022
Claudia Valle		2023
Sindy Rivera		2023
Sue Mynttinen		2024
VACANT		2024

Applicants:

Kelly Steffen
Tara Restieri
Veronica Bolcik
Julianne Kever



TOWN OF NANTUCKET
COMMITTEE INTEREST FORM/NEW APPLICANT
For Appointment by the Select Board



Please return this form to the Town Administration offices by the advertised due date.
Please call for date of the Public Hearing for applications review or refer to the Public Notice.

Name: Kelly Steffen

Home Phone: 802 595 3474

Mailing

Address: 32 Hummock Pond Road

Alternate Phone:

Email Address: kellysteffen788@gmail.com

Date Submitted: 12/17/2021

REQUESTING APPOINTMENT TO: Council for Human Services

Reasons for Committee Interest

- Have you ever attended a meeting of the committee/board/commission?
- Why are you interested in this committee/board/commission?
- Are you prepared to commit to the meeting schedule of the committee/board/commission?

I have attended town meetings, CHS meetings and many other Town functions. I am interested in this Council because I believe in living a life that makes a difference in other peoples lives. I am prepared to commit time and energy into the focuses of CHS and it's meeting schedule.

Relevant Experience

- What experience, skills or insight would you bring to the committee/board/commission?
- What would you hope to accomplish on the committee/board/commission?

I have an undergraduate degree in Community and International Development. I have worked at and volunteered at social/human service non-profits since I was a teen.

I have worked at the Nantucket Food Pantry for over two years and I also helped found and have been working on the Nantucket Community Food Project.

With appointment to the Council and from our work I would hope to see tangible improvements in our community members lives.

Potential Conflicts of Interest

- Please list any committees appointed by the Select Board, local agencies or non-profit organizations of which you or a member of your immediate family are current members.

I work at the Nantucket Food Pantry

- Are you or any member of your family employed by, or receive any financial consideration from, the Town of Nantucket?

None



TOWN OF NANTUCKET
COMMITTEE INTEREST FORM/NEW APPLICANT
For Appointment by the Select Board

RECEIVED

JAN - 5 2022

NANTUCKET TOWN ADMINISTRATION

*Please return this form to the Town Administration offices by the advertised due date.
Please call for date of the Public Hearing for applications review or refer to the Public Notice.*

Name: Tara Restieri **Home Phone:** 914-646-2233

Mailing Address: 74A Madaket Road Nantucket, MA 02554 **Alternate Phone:** _____

Email Address: Tara.restieri@gmail.com **Date Submitted:** _____

REQUESTING APPOINTMENT TO: _____ Council for Human Services _____

Reasons for Committee Interest

- Have you ever attended a meeting of the committee/board/commission?
- Why are you interested in this committee/board/commission?
- Are you prepared to commit to the meeting schedule of the committee/board/commission?

I have listened to meetings, read a great deal about the issues from the Town and State Websites

The mission of the Human Services should be primarily to enhance and support the quality of life of Nantucket residents through support in meeting basic human needs and promoting services that foster self-sufficiency. I have experience as a current and ongoing member of the Town Board of Human Services in Connecticut. I am keenly aware of how to identify the needs of residents and to ensure that adopting policies that are focused on the needs of residents. I am also experienced in working together with our Director to support and make recommendations that allow for the provision of services to Nantucket residents in a necessary but cost-efficient manner.

Yes, I am prepared to commit to the meeting schedule.

Relevant Experience

- What experience, skills or insight would you bring to the committee/board/commission?

Since retiring from teaching I have given my time and life to civic service. I understand the issues that are important to the residents of Nantucket and believe that I am very qualified to serve on the Nantucket Council for Human Services.

- What would you hope to accomplish on the committee/board/commission?

I would hope to help with the oversight and development of policies that will benefit residents of Nantucket.

Potential Conflicts of Interest

- Please list any committees appointed by the Select Board, local agencies or non-profit organizations of which you or a member of your immediate family are current members.

Elected appointments: Greenwich Representative Town Meeting (two year term to begin Jan 1, 2022).
Appointed and elected: Greenwich Town Board of Human Services (two year term elected March, 2021).
Appointed, Greenwich Hospital Neighborhood Advisory Council as of October, 2021

Appointed, Town of Greenwich Citizens Police Department Advisory Committee, Appointment to begin 2022.
Emergency Medical Technician, Greenwich Emergency Medical Services and Stamford Emergency Medical Services

- Are you or any member of your family employed by, or receive any financial consideration from, the Town of Nantucket?

No

Tara Restieri
Cell: (914) 646-2233
Tara.restieri@gmail.com

PROFESSIONAL EXPERIENCE

- Volunteer, **Greenwich Emergency Medical Services, Inc.** June 2021 to present
- Certified Emergency Medical Technician
- Volunteer, **Stamford Emergency Medical Services, Inc.** June 2021 to present
- Certified Emergency Medical Technician
- Board, Department of Human Services, **Town of Greenwich, CT** June 2021 to present
- Chair, Operations and Technology. Committee member – Community Partnerships, Client Relations, Communications and Human Resources.
- Board of Directors, **YWCA, Greenwich** July 2020 to present
- YWCA of Greenwich is a multi-service non-profit that has been serving the Town of Greenwich and the surrounding region for over 100 years.
 - Member of Finance Committee, Development Committee and Co-Chair of Walk the Walk for Domestic Violence Awareness and Old Bags Luncheon.
- Co-Chair Board of Directors, **Girl Rising** Nov 2017 to Oct 2020
- Girl Rising is global campaign for girls' education and empowerment. Through storytelling, film and other media, we seek to change the way people think about and value girls and girls' education. We launch high profile campaigns to shine a spotlight on the issues girls face and to catalyze change.
- Head of Strategy, Fellows and Membership - **The Nantucket Project** Oct 2016 to March 2019
- Oversight of budget and operations of TNP Fellows program.
 - Strategic advisor for overall operations of organization.
 - Responsible for restructuring Board of Advisors and formation of new committees.
 - Coordinate all media lab programs and activities.
- Science Teacher - Chemistry Aug 2010 to July 2016
Head Coach, Varsity Swimming & Diving
Greenwich Academy – Greenwich, CT
- Encouraged active engagement in classroom experience by creating an inclusive culture of patience, caring and stimulation for all students.
 - Balanced challenging coursework and academic environment to foster success for students of all academic levels.
 - Evaluated, restructured and redesigned *Introduction to Chemistry* course over a multi-year period.
 - Mentored and advised students throughout their transition to high school.
 - Actively participated in ongoing professional development.
- Biology Teacher - Leave Replacement Nov 2009 to June 2010
Mamaroneck High School UFSD – Mamaroneck, NY
- Assigned as a long-term leave replacement in Science Department, subject Honors, Regular and ESL Biology.
- Full-time Substitute, Science Department Sept to Nov 2009
Greenwich High School - Greenwich, CT
- Substitute in all areas of science including Biology, Chemistry, Environmental Science and Physics.
- Consultant Oct 2008 to Sept 2009
Laurient Inc., LLC – New York, NY

- Consulting for Internet based database company that provides clinical research data and corporate information to biotechnology and healthcare investors.
- Responsible for the review, analysis and translation of biological and clinical data presented at scientific, industry and academic conferences into relevant information that allowed investors to determine potential investment opportunities.

Director, Healthcare

Oct 2007 to Sept 2008

Lazard Freres & Co., LLC – New York, NY

- Maintained cross-functional duties responsible for equity based business spanning the Financial Advisory Practice including Mergers and Acquisitions, Alternative Capital and Financial restructuring groups.
- Expanded equity business by reinforcing existing relationships and creating new opportunities through an understanding of corporate operations with scientific knowledge and clinical background.
- Worked with Managing Directors and Partners to develop and implement a novel initiative to expand Mergers and Acquisitions and new issue equity business.

President and Founder

June 2004 to Oct 2007

TSCG Advisors, LLC – Rye, NY

- Built a senior executive group of investor relations, corporate communications and business development advisors focused on strategic review and advising private and public biotechnology companies.
- Utilized team expertise in all areas of science, finance and operations to advise emerging biotechnology companies in investor relations, public relations, finance, business development, and operations.

Senior Director, Operations and Corporate Communications

Jan 2000 to June 2004

Genta Incorporated - Berkeley Heights, NJ

- Served as key advisor to CEO on matters related to corporate finance, marketing, clinical development, human resources, regulatory affairs, and corporate communications.
- Responsible for relocating corporate headquarters including the recruitment of all levels of management and overseeing significant aspects of business operations.
- Acted as a relationship manager with key team members of Sanofi-Aventis as related to collaboration and marketing preparation for Company's lead anti-cancer drug candidate.
- Developed and managed a comprehensive corporate communications program, which included both investor and public relations programs for a research and development staged cancer company.
- Served as primary contact for media, buy and sell-side analysts and portfolio managers, institutions and retail investors.
- Participated in multiple rounds of financing by working directly with CEO, CFO and Investment Banking teams, resulting in the placement of approximately 60 million shares of common stock.

Administrator, Graduate Medical Education

Aug 1998 to Dec 1999

Memorial Sloan-Kettering Cancer Center - New York, NY

- Responsible for annual graduate staff appointments to Memorial Hospital including approximately 800 rotating and 330 full-time house-staff; included human resources management, employment authorization and salary planning. Member of Residency Review Committee.
- Supervised Graduate Staff Coordinators in the Departments of Pediatrics, Medicine, Surgery, Psychiatry, Radiology, Radiation Oncology, Pathology and Neurology.
- Maintained, monitored and upheld requirements for Joint Commission on Accreditation of Hospital Organizations and Accreditation Council for Graduate Medical Education for all graduate programs.
- Worked in conjunction with the Greater New York Hospital Association, New York State Division of Education, American Medical Association, and other regulatory agencies on relevant affairs effecting Medical Education.
- Planned, prepared and monitored 25 million dollar operating, salary and capital budget for 54 residency and fellowship training programs.

Coordinator, Education & Training

Sept 1994 to Aug 1998

DEPARTMENT OF MEDICINE

Memorial Sloan-Kettering Cancer Center - New York, NY

- Responsible for the development and implementation of educational curriculum for Graduate Medical Education programs in Internal Medicine and Medical Oncology/Hematology programs.
- Responsible for identifying, applying for, and renewing funding sources for Department of Medicine fellows through institutional, government grants and philanthropic resources.
- Responsible for recruitment and interviewing candidates for department graduate training programs.
- Instituted and process applications, credentials, and appointments of U.S. and international applicants to medical student, post-doctoral, medical house-staff and fellowship programs.

Research Study Assistant

Nov 1992 to Sept 1994

DEPARTMENT OF CLINICAL TRIALS

Memorial Sloan-Kettering Cancer Center - New York, NY

- Supervised the daily treatment of 200 research patients participating in clinical trials for the Department of Medicine, Solid Tumor Division.
- Trained new staff in research methodology, hospital database management and clinical systems.
- Developed data collection materials and protocol management tools.
- Served as liaison to physicians, patient families, pharmaceutical companies regarding patient management and participation in clinical trials.

Research Assistant

Sept 1990 to May 1992

New York State Department of Health

Wadsworth Center for Laboratories and Research - Albany, NY

- Conducted and prepared experiments, adapting related protocols related to the response of the human body to the effects of chemotherapy.
- Gained extensive, hands-on knowledge of electron microscopy and laboratory techniques.
- Worked primarily alone, achieving a high level of accuracy.

EDUCATION

Greenwich Emergency Medical Services

Greenwich, CT

Winter, 2021

Class Valedictorian

Manhattanville College

Purchase, NY

M.A.T., July 2009 to June 2010, coursework incomplete

New York University

New York, NY

M.P.A., Healthcare, degree granted May 2001

State University of New York at Albany

Albany, NY

B.S., Biology, degree granted May 1992

61 Old South Road
Suite 325
Nantucket, MA 02554
201-788-6261
vbolcik@gmail.org

January 5, 2022

Dear Ms. Mooney and the Select Board of Nantucket,

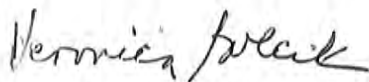
Attached, kindly find my resume for consideration to fill one of the two open seats on the Council for Human Services. Shortly after retiring from my last role as a teacher of children with severe and profound disabilities, we moved to Nantucket, making this our full time residence. I had wanted to take some time before jumping into a community service position, and then all came to a halt in March 2020. Since becoming fully vaccinated and boosted, I am now seeking opportunities.

I have spent many years in volunteer positions, primarily in the area of human services, recently in a 7 year role as a Trustee of the Hackensack, NJ, Board of Education, three years as President. The role of BOE Trustee plus other positions on Boards, has allowed me to serve our community in many arenas, with health, education and overall wellness of the greater community being the focus.

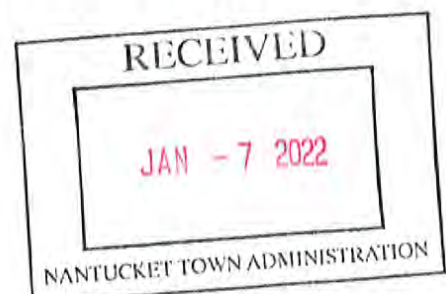
I would like the opportunity to give back to the community which we now call home. Through the example set by my parents, I have been a steady community volunteer in addition to a 40 year career working in business and education of individuals with disabilities. Since late 2020, I have volunteered at the Nantucket Food Pantry and most recently at the Town Public Health Vaccination Clinic.

It would be an honor to apply my skills in program development, budgeting and finance, needs assessment and oversight of programs along with my passion for community service, to assist all the residents of Nantucket.

Thank you for your consideration.

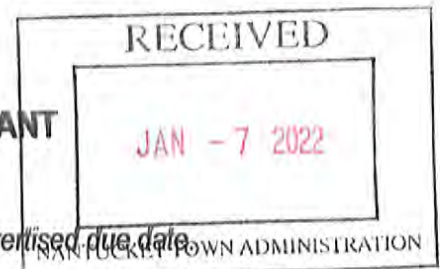


Veronica Bolcik





TOWN OF NANTUCKET
COMMITTEE INTEREST FORM/NEW APPLICANT
For Appointment by the Town Manager



Please return this form to the Town Administration offices by the advertised due date.

Name: Veronica Bolcik

Home Phone: 201.788.6261 (cell)

Mailing

Address: 61 Old South Rd, Suite 325, Nantucket, MA 02554

Alternate Phone: 201.638.2833

Email Address: vbolicik@gmail.com

Date Submitted: 1/6/2022

REQUESTING APPOINTMENT TO: Council for Human Services

Reasons for Committee Interest

- Have you ever attended a meeting of the committee/board/commission?

I am regular viewer through Zoom of the Select Board meetings and Public Health meetings.

- Why are you interested in this committee/board/commission?

The Council's mission and my skill set from 40 years of human services interaction (in a variety of roles) align nicely.

- Are you prepared to commit to the meeting schedule of the committee/board/commission?

Yes. I am prepared to participate in person or via Zoom

Relevant Experience

- What experience, skills or insight would you bring to the committee/board/commission?

Nantucket is a diverse community with many challenges to meet the needs of all. Most recently, I served as a Trustee on an off island Board of Education with close to 6,000 students from a wide range of socio-economic backgrounds, with multiples native languages spoken in the home and coming from various background and cultures. The goal was to meet everyone's needs. The community demographics are similar to Nantucket. The strategies I learned from those experiences can be applied here on Nantucket for the betterment of our very special community.

- What would you hope to accomplish on the committee/board/commission?

I would hope to make a difference by working on the council to coordinate services for increased efficiency and improved delivery of services that address the wellness of the community.

(Resume is attached)

Potential Conflicts of Interest

- Please list any committees appointed by the Board of Selectmen or the Town Manager, local agencies or non-profit organizations of which you or a member of your immediate family are current members.

None

- Are you or any member of your family employed by, or receive any financial consideration from, the Town of Nantucket? No

VERONICA N. BOLCIK
61 Old South Road Suite 325, Nantucket, MA 02554
201.788.6261
vbolcik@gmail.com

OBJECTIVE

Volunteer positions where experience and skills can benefit organization.

HIGHLIGHTS

- Taught adolescent and adult students with special needs in public school and innovative community based programs.
- Transitioned into a career in educational and rehabilitation product development, marketing and sales.
- Extensive marketing and sales experience combined with professional background in education and social services for person with disabilities.
- Over 20 years management experience emphasizing a collaborative yet decisive style.
- Adept at building productive relationships to further the organization's goals.
- Persuasive and articulate communication skills, both written and verbal.

PROFESSIONAL EXPERIENCE

(At FlagHouse, Inc.)
MANAGEMENT

- Achieved a revenue growth from \$14M to over \$45M through the acquisition and introduction of new product lines and market areas and unique product development.
- Planned and executed a budget of \$5,000,000 including development, design and purchasing of 2.5 million print catalogs and collateral direct marketing pieces.
- Supervised staff of 50 using a team-based approach that addressed training, work flow, quality control, conflict resolution and review process.

DEVELOPMENT / MOTIVATION

- Built a large loyal client base through personal attention, quality service, and consistent follow through of goals.
- Wrote position papers, persuasive letters and documents, frequently influencing internal and external decision-makers on strategies and policies.
- Involved personnel in goal sharing, and on-going training opportunities, resulting in dramatically increased productivity.

VERONICA N. BOLCIK
vbolcik@gmail.com

WORK HISTORY

2005-2017

Bergen County Special Services School District
N.A. Bleshman School – Teacher

2005-2007

Marcel Photography, Ridgely Park, NJ
School and Event Photography

1990-2004

FlagHouse Inc., Hasbrouck Heights, NJ 07604
Recreation, Sporting Goods, Physical Education and Special Education
1990-1994 Director of Marketing
1994-2004 VP Merchandising and Creative

1981-1990

JA Preston Corp., Clifton, NJ 07013
Rehabilitation and Special Education Products
1981-1983 Marketing Assistant
1984-1990 Product Manager

1977-1981

Bergen County Special Services School District
Teacher of the Multiply Handicapped

1975-1977

Independent Living for Adults, Bergenfield, NJ 07621
Resident Counselor

EDUCATION

B.A., Sociology, College of New Jersey 1975
M.A., Special Education, New Jersey City University 1979
Permanent New Jersey - Teacher of the Handicapped Certificate K-12
with Elementary Education K-5 endorsement

PROFESSIONAL AFFILIATIONS

Hackensack Board of Education Trustee 2009-2017
Arthritis Foundation Bergen County Walk Chairperson 2007 to 2011
YMCA of Greater Bergen County Board of Directors 2005 to 2008
Hackensack Education Foundation Trustee 1998 to Present
Hackensack Schools PTA 1994 to 2011
Exceptional Parent Magazine Toy Editorial Board
Auxiliary of Hackensack University Medical Center
Association for Supervision and Curriculum Development

References upon request.

EXHIBIT 1
AGREEMENTS TO BE EXECUTED BY TOWN MANAGER
UNLESS RESOLUTION OF DISAPPROVAL BY SELECT BOARD
January 19, 2022

Type of Agreement/Description	Department	With	Amount	Other Information	Source of Funding	Term
Grant Agreement	Fire	Massachusetts Department of Fire Services	(\$18,662)	Grant award for purchase of firefighter safety equipment	State Grant	January 19, 2022 - June 30, 2022
Grant Agreement	Nantucket Memorial Airport	MassDOT Aeronautics Division	(\$344,237.60)	Grant award for reconstruction of Taxiway E - state portion Taxiway F and aprons/taxilanes	State Grant	January 19, 2022 - June 30, 2023
Grant Award	Culture & Tourism	Nantucket Preservation Trust	\$1,600	Grant award for production and advertising of new walking tour of Codfish Park and accompanying program	ReMain Grant	December 28, 2021 - June 30, 2022
Grant Award	Culture & Tourism	Bulgarian Education Center	\$3,000	Grant award for two professional dance instructors to teach traditional and folk dance/song classes	ReMain Grant	December 28, 2021 - June 30, 2022
Grant Award	Culture & Tourism	Theatre Workshop of Nantucket	\$1,000	Grant award for culturally-sensitive director for production of "The Hurricane"	ReMain Grant	December 28, 2021 - June 30, 2022
Grant Award	Culture & Tourism	Nantucket Book Foundation	\$1,000	Grant award for purchase of bilingual children's books to be distributed in partnership with Book Mobile	ReMain Grant	December 28, 2021 - June 30, 2022
Professional Service Agreement	Town Admin	Winslow Architects, Inc.	\$5,950	Architectural services for Programming Phase of seasonal Town employee housing project	Article 10/2019 ATM	January 19, 2022 - June 30, 2022
Professional Service Agreement	DPW	Weston & Sampson Engineers, Inc.	\$40,900	Engineering management assistance for Phase I of Nantucket Landfill closure	Article 14/2019 ATM	January 19, 2022 - June 30, 2022
Service Agreement	DPW	Barrett Enterprises	\$100,000	Snow-plowing services for winter 2022	Snow & Ice Budget	January 19, 2022 - June 30, 2022
Service Agreement	DPW	Toscana Corp.	\$100,000	Snow-plowing services for winter 2022	Snow & Ice Budget	January 19, 2022 - June 30, 2022
Purchase Agreement	DPW	Saltine Warrior	\$83,500	Purchase of 500 tons of pre-treated road salt	Snow & Ice Budget	January 19, 2022 - June 30, 2022

Service Agreement	Police	Zenergy Building Technologies	\$361,728	Upgrade & integration of building management systems and automatic temperature controls at Public Safety Facility	Article 11/2015 ATM	January 19, 2022 - January 18, 2023
Amendment to Service Agreement	Sewer	Tristate Truck Center	Add \$1,923.11 to original contract amount of \$20,000 for new contract total of \$21,923.11	Add funding to contract for truck repairs to include a MassDOT mandated repair	Sewer Budget	January 19, 2022 - June 30, 2022



Agenda Item Summary

Agenda Item #	IX. 1.
Date	1/19/2022

Staff

Tucker Holland, Housing Director

Subject

Request for Approval and Execution of (a) Assignment and Assumption of Local Initiative Program Regulatory Agreement and Declaration of Restrictive Covenants for "Sandpiper Place II (North) Workforce Homeownership Development Project, (b) Certification of Compliance to the Department of Housing and Community Development for Project Compliance with said Regulatory Agreement; (c) First Amendment to Regulatory Agreement and Declaration of Restrictive Covenants for the Sandpiper Place Workforce Homeownership Development Project; and (d) Assignment and Assumption of Regulatory Agreement and Declaration of Restrictive Covenants for the Sandpiper Place Workforce Homeownership Development Project.

Executive Summary

Richmond is selling 35 lots comprising 37 to-be-built units within Sandpiper Place II (one of two homeownership portions of their development along Old South Road) to Nantucket Property Owner LLC whose principals are Christos Kuliopulos, Bradley Hall and Ed Doherty. Pursuant to the Regulatory Agreement for Sandpiper Place II, Richmond is obligated to create 11 Low- and Moderate-Income ownership units within this portion of the development and upon the sale of the lots Nantucket Property Owner LLC will be assuming responsibility for 10 of these units. Richmond will retain responsibility for one unit. The assignment of the responsibility for the 10 units requires the consent of both the Department of Housing and Community Development and the Town of Nantucket under the Regulatory Agreement (specific to Sandpiper Place II). The material issue to determine here is whether Richmond is in compliance with the affordability requirements under the Regulatory Agreement for Sandpiper Place II. DHCD has determined it is, and therefore is giving its consent. The Planning Department has confirmed that to the best of their knowledge Richmond is in compliance with affordability requirements under the Special Permit for Sandpiper Place II. Town Counsel has reviewed all relevant documents and approves of their form. Therefore, we conclude that Richmond is in compliance with respect to the affordability requirements with respect to Sandpiper Place II.

Staff Recommendation

Approval and execution of the items noted above.

Background/Discussion

It is welcomed to have this portion of the project finally moving forward and to get the income restricted units for year-rounders developed and occupied (there are two additional income restricted



units at 175% AMI which are part of the transaction). Mr. Kuliopulos and his partners have development experience and are looking forward to working here on Nantucket. As Mr. Kuliopulos states in his e-mail of 1/5/2022: *“Our goal is to build-out all 37 homes within 30 months and we plan on starting construction this March, including starting the AMI housing. Our Capital program does allow us to build on a speculative basis (including the AMI housing) and given the demand for all types of housing on Nantucket, we believe once we start there will be no start and stop process. Our program is ‘stick -build’ construction and we are evaluating on-site framing as well as some ‘panelization’; modular homes are not part of our building approach. Attached is our current phasing plan and this may change somewhat but should be very close to our build-out. For March, depending on the timing of the NHDC, we would like to start on 6 to 8 homes, half being AMI housing. Let me know if you need a more granular level construction schedule and we can provide that as well. We want to confirm our commitment to building quality AMI housing for the Town of Nantucket and are very familiar with the guidelines and the process and look forward to working with you to build these much needed homes in a timely fashion.”*

We believe Richmond to generally be in compliance with the terms of the 2015 and 2019 Memorandums of Understanding. (See matrix attached.) We want to point out that whether there is a separate item where full compliance may or may not have been met in the eyes of one party or another at this point in time, it does not have material bearing on this consent item. The overriding issue to consider is whether Richmond is in compliance with affordability requirements for Sandpiper Place II.

Impact: Environmental ☐ **Fiscal** ☐ **Community** ☒ **Other** ☐

Creation of year-round ownership housing including SHI-eligible units and 175% AMI units.

Board/Commission Recommendation

N/A

Public Outreach

N/A

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

In fulfillment of the Town’s obligations under the 2015 and 2019 MOA’s and the Sandpiper Place II Regulatory Agreement.

Attachments

1. Sandpiper Place II Request for Consent to Sale 12.23.2021 Letter
2. Regulatory Agreement for Sandpiper Place II
3. Sandpiper Place II Special Permit
4. First Amendment to the Regulatory Agreement
5. LAU Approval Letter for Sandpiper Place II
6. 1/5/2022 e-mail and attachment from Christos Kuliopulos on behalf of Nantucket Property Owner LLC
7. Compliance matrix as provided by Richmond 12/23/2021



8. Assignment and Assumption of Local Initiative Program Regulatory Agreement and Declaration of Restrictive Covenants for “Sandpiper Place II (North) Workforce Homeownership Development Project”
9. Certification of Compliance to the Department of Housing and Community Development for Project Compliance with said Regulatory Agreement
10. First Amendment to Regulatory Agreement and Declaration of Restrictive Covenants for the Sandpiper Place Workforce Homeownership Development Project
11. Assignment and Assumption of Regulatory Agreement and Declaration of Restrictive Covenants for the Sandpiper Place Workforce Homeownership Development Project.





23 Concord Street
Wilmington, MA 01887
(978) 988-3900 · Fax (978) 988-3950

December 23, 2021

VIA ELECTRONIC MAIL and FEDERAL EXPRESS
TO: Rieko.hayashi@state.ma.us and tholland@nantucket-ma.gov

Rieko Hayashi, LIP / HOP Coordinator
Department of Housing and Community Development
100 Cambridge Street, Suite 300
Boston, MA 02114

Town and County of Nantucket
Select Board
16 Broad Street
Nantucket, MA 02554
Attn: Mr. Tucker Holland, Municipal Housing Director

RE: Request for consent to sale by Richmond Great Point Development LLC (the "Developer") of ten (10) Low and Moderate Income Units pursuant to that certain Local Initiative Program Regulatory Agreement and Declaration of Restrictive Covenants for "Sandpiper Place II" (North) Workforce Homeownership Development Project dated May 3, 2019, registered as Document No. 161880 with the Nantucket County Registry District of the Land Court and filed with Certificate of Title No. 24,872

Dear Ms. Hayashi and Mr. Holland:

This correspondence shall serve as Developer's written request for consent from the Department Housing and Community Development ("DHCD") and the Town of Nantucket (the "Municipality") to Developer's proposed sale of Low and Moderate Income Units to a person or entity other than an Eligible Purchaser in accordance with Section 9 of the above-referenced Agreement. The Developer has contracted with Nantucket Property Owner LLC, a Massachusetts limited liability company (the "Transferee"), for the purchase and sale of ten (10) distinct Low and Moderate Income Units (collectively the "Subject Properties"), more particularly described in the Schedule A attached hereto and incorporated herein by this reference, each of which are subject to the restrictions, terms, and conditions contained within the Regulatory Agreement. For the avoidance of any doubt, Developer will retain and continue to be subject to the provisions of the Regulatory Agreement with respect one (1) remaining Low and Moderate Income Unit not comprising a portion of the Sale contemplated herein.

In support of the foregoing, enclosed please note that the proposed Transferee is a single purpose entity and has not and does not own additional affordable housing developments. The principals of the Proposed Transferee are as follows:

Christos Kuliopulos
102 Eaton Street
Reading, MA 01867

Bradley M. Hall
357 18th Street
Santa Monica, CA 90402

Edward Doherty
35 Doty Avenue
Danvers, MA 01923

Mr. Doherty's experience with development of affordable housing in the Commonwealth of Massachusetts is set forth on Exhibit B-1. Mr. Kuliopulos' experience with development of affordable housing in the Commonwealth of Massachusetts is set forth on Exhibit B-1. Mr. Hall has no prior experience with the development of affordable housing in the Commonwealth of Massachusetts.

Further in support of the foregoing, enclosed please find the following:

- Draft Assignment and Assumption of Local Initiative Program Regulatory Agreement and Declaration of Restrictive Covenants by and between Developer, as the Developer, Transferee, as Developer's successor in interest concerning the Subject Properties, DHCD, and the Town of Nantucket, as the Municipality;
- Draft Certification of Transferee's attorney, Robert J. Moriarty, Jr., Esq., that the Assignment and Assumption Agreement will be held in escrow and registered with the Nantucket County Registry District of the Land Court with the deed and other recorded documents effecting the Sale;

By this letter, we are requesting the Municipality's certification that the Project is in compliance with the affordability requirements of the Regulatory Agreement. Thank you in advance for your prompt attention to this request. I ask that you please contact the undersigned by means of electronic mail delivered to aburek@richmondco.com or by telephone at (617) 467-0192 insofar as any further information or inquiry is necessary in this regard.

Sincerely,

Andrew D. Burek

Andrew D. Burek
General Counsel

Enc.

Cc: (via E-mail w/ Enc.) Philip Pastan, Kathryn Fossa, David Armanetti, TRC
(via E-mail w/ Enc.) Robert J. Moriarty, Esq.
(via E-mail w/ Enc.) Vicki S. Marsh, Esq.
(via E-mail w/ Enc.) Christopher Jee, Esq.
File

Attachments:

Schedule A – Inventory of Subject Properties

Exhibit B-1 – Mr. Doherty's Experience

Exhibit B-2 – Mr. Kuliopulos' Experience

SCHEUDLE A

SUBJECT PROPERTIES

<u>Address</u>	<u>Lot #(s):</u>	<u>Plan Ref. No(s):</u>	<u>Assessors Map:</u>	<u>Assessor's Parcel:</u>	<u>Type</u>	<u># Units</u>
14 Honeysuckle Drive	1056	16514-147	68	870	Single-Family	1
5 Beach Grass Road	1079	16514-147	68	883	Single-Family	1
9 Honeysuckle Drive	1086	16514-147	68	877	Single-Family	1
10 Indigo Drive	1089	16514-147	68	874	Single-Family	1
2 Indigo Drive	1093	16514-147	68	881	Duplex	2
15 Honeysuckle Drive	1098	16514-147	68	864	Single-Family	1
21 Honeysuckle Drive	1101	16514-147	68	396	Single-Family	1
13 Beach Grass Road	1075 and 1121	16514-147 and 16514-148	68	854	Duplex	2

DEVELOPER RETAINED PROPERTY

21 Beach Grass Road	1071	16514-147	68	387	Single-Family	1

EXHIBIT B-1

Mr. Doherty's Experience

Year: 2015

170 West Broadway, South Boston MA 02127

New construction 33 residential condo building with 5200 sf of retail on 1st floor, completed and sold condos and leased retail

5 affordable condo units

Year: 2019 -2020

95 Fawcett Street Cambridge, MA

44-unit new construction apartment building

Delivered Dec 1 2021

5 affordable apartments

545 East 3rd Street, South Boston, MA

18-unit new construction condo building completed and sold

2 affordable condo units

25 Isabella Street, Boston MA 02116

Approved 18 unit high rise condo building with 18 parking spaces
construction will begin in 1st quarter of 2022

2 affordable units

366 Broadway, Somerville MA 02145

Currently an office building

plans to build 58 residential apartment units

with 11 being affordable

EXHIBIT B-2

Mr. Kuliopulos' Experience

1. West Newbury (finished communities)
 - a. For Sale Drakes Landing (Main Street)
 - b. For Sale RiverHill (Follinsbee Ln)
 - c. For Sale 55 + Ocean Meadow (Moody LN)
2. Everett
 - a. 450 Apartments Permitted/In Development 35 Garvey St - 5% Affordable

ASSIGNMENT AND ASSUMPTION
OF
LOCAL INITIATIVE PROGRAM REGULATORY AGREEMENT AND
DECLARATION OF RESTRICTIVE COVENANTS

THIS ASSIGNMENT AND ASSUMPTION OF LOCAL INITIATIVE PROGRAM REGULATORY AGREEMENT AND DECLARATION OF RESTRICTIVE COVENANTS (this “Assignment”) is made this ____ day of December, 2021 and intended to become effective as of the Registration Date, as hereinafter defined, by and between Richmond Great Point Development, LLC (the “Assignor”), a Delaware limited liability company, having its principal place of business and address for notices at 23 Concord Street, Wilmington, MA 01887, Nantucket Property Owner LLC (the “Assignee”), a Massachusetts limited liability company, having its principal place of business and address for notices at 357 18th Street, Santa Monica, CA 90402, the Commonwealth of Massachusetts, acting by and through the Department of Housing and Community Development (“DHCD”), pursuant to G.L. c. 23B §1 as amended by Chapter 19 of Acts of 2007, and the Town of Nantucket (the “Municipality”), acting by and through its Board of Selectmen, having an address of Town & County Building, 16 Broad Street, Nantucket, MA 02554. Except as otherwise herein defined, capitalized terms shall have the same meaning as given to them in the Regulatory Agreement, as that term is defined below.

WITNESSETH:

WHEREAS, Assignor, DHCD, and the Municipality are the parties to that certain Local Initiative Program Regulatory Agreement and Declaration of Restrictive Covenants for “Sandpiper Place II” (North) Workforce Homeownership Development Project (as amended, the “Regulatory Agreement”) dated May 3, 2019, registered with the Nantucket Registry District of the Land Court as Document No. 161880, which agreement was first amended by a certain First Amendment to Local Initiative Program Regulatory Agreement and Declaration of Restrictive Covenants for Ownership Project “Sandpiper Place II” (North) Workforce Homeownership Development Project dated November 20, 2019, registered with the Nantucket Registry District of the Land Court as Document No. 164247; and

WHEREAS, Assignor and Assignee have contracted for the purchase and sale of ten (10) Low and Moderate Income Units (the “Subject Properties”) encumbered by the restrictions, terms, and other conditions of the Regulatory Agreement; and

WHEREAS, the Subject Properties are more particularly described in the Exhibit A annexed to this Assignment and incorporated herein by this reference; and

WHEREAS, with certain exceptions not applicable under the circumstances of the purchase and sale between Assignor and Assignee, Section 9 of the Regulatory Agreement restricts a Sale of Low and Moderate Income Units to other than Eligible Purchasers unless with the prior written consent of DHCD and the Municipality; and

WHEREAS, DHCD and the Municipality have, and hereby do, consent to Assignor's Sale of the Subject Properties to Assignee on the terms and conditions set forth in this Assignment;

NOW, THEREFORE, for good and valuable consideration the sufficiency of which is hereby acknowledged, and in further consideration of the mutual covenants herein contained, the parties to this Assignment, intending to be legally bound, hereby agree as follows:

1. Assignment and Assumption. Assignor hereby conveys and assigns all of its right, title, and interest in and to the Regulatory Agreement concerning the Subject Properties and Assignee hereby assumes, agrees to be bound by, and undertakes to perform and observe all of the rights, privileges, and obligations of Assignor concerning the Subject Properties arising out of the Regulatory Agreement including, but not limited to all restrictions upon the Sale of and agreements to construct the Low and Moderate Income Units, each as arise or are in force and effect from and after the date (the "Registration Date") upon which Assignor's deed of the Subject Properties and this Assignment are registered with the Nantucket County Registry District of the Land Court.
2. Consent to Assignment. DHCD and the Municipality hereby consent to Assignor's Sale of the Subject Properties to Assignee pursuant to Section 9 of the Regulatory Agreement and in accordance with all other provisions therein contained or prevailing under applicable law or regulation requiring, expressly or impliedly, any agreement of DHCD and the Municipality concerning the Sale of the Subject Properties. Except for the consent expressly granted herein, none of the covenants, restrictions, terms or conditions contained in the Regulatory Agreement shall be waived, supplemented, limited, or otherwise modified hereby, and all of the foregoing shall remain in full force and effect.
3. Indemnification. Assignee further covenants and agrees to indemnify and hold harmless Assignor for, from and against any actions, suits, proceedings or claims, and all costs and expenses, including, without limitation, reasonable attorneys' fees, incurred in connection therewith, based upon or arising out of any breach or alleged breach of the Regulatory Agreement or out of any other facts connected with the Regulatory Agreement, occurring or alleged to have occurred from and after the Registration Date. Assignor covenants and agrees to indemnify and hold harmless Assignee for, from and against any actions, suits, proceedings or claims, and all costs and expenses, including, without limitation, reasonable attorneys' fees, incurred in connection therewith, based upon or arising out of any breach or alleged breach of any of the Regulatory Agreement or out of any other facts connected with the

Regulatory Agreement, occurring or alleged to have occurred prior to the Registration Date.

4. Binding Effect. This Assignment shall inure to the benefit of and shall be binding upon the parties hereto and their respective successors and assigns.
5. Construction; Definitions. This Assignment shall be construed according to the laws of the Commonwealth of Massachusetts.
6. Counterparts. This Assignment may be executed in counterparts, which taken together shall constitute one original instrument.

***[REMAINDER OF THIS PAGE LEFT INTENTIONALLY BLANK.
SIGNATURE PAGE(S) FOLLOW]***

Executed as an instrument under seal as of the day and year first above written.

ASSIGNOR:

Richmond Great Point Development, LLC, a
Delaware limited liability company

By: _____
Philip Pastan, its Manager

ASSIGNEE:

Nantucket Property Owner LLC, a
Massachusetts limited liability company

By: _____
Bradley M. Hall, Authorized Signatory

DHCD:

Department of Housing and
Community Development

By: _____
Catherine Racer, its Associate Director

MUNICIPALITY:

Town of Nantucket
By its Board of Selectmen

By: _____
Jason Bridges, Chair

Attachments: Exhibit A – Schedule of Low and Moderate Income Units (i.e., Subject Properties)

COMMONWEALTH OF MASSACHUSETTS

_____, SS.

On this ____ day of _____, 2021, before me, the undersigned Notary Public, personally appeared PHILIP PASTAN, proved to me through satisfactory evidence of identification, which was _____, to be the person whose name is signed on the preceding document, in his capacity as Manager of RICHMOND GREAT POINT DEVELOPMENT, LLC, and acknowledged to me that he signed it voluntarily for its stated purpose.

NOTARY PUBLIC
My Commission Expires:

COMMONWEALTH OF MASSACHUSETTS

_____, SS.

On this ____ day of _____, 2021, before me, the undersigned Notary Public, personally appeared Bradley M. Hall, proved to me through satisfactory evidence of identification, which was _____, to be the person whose name is signed on the preceding document, in his capacity as Authorized Signatory on behalf of Nantucket Property Owner LLC, and acknowledged to me that he signed it voluntarily for its stated purpose.

NOTARY PUBLIC
My Commission Expires:

COMMONWEALTH OF MASSACHUSETTS

_____, SS.

On this ____ day of _____, 2021, before me, the undersigned Notary Public, personally appeared CATHERINE RACER, proved to me through satisfactory evidence of identification, which was _____, to be the person whose name is signed on the preceding document, in her capacity as Associate Director for the Commonwealth of Massachusetts acting by and through the Department of Housing and Community Development, and acknowledged to me that she signed it voluntarily for its stated purpose.

NOTARY PUBLIC

My Commission Expires:

COMMONWEALTH OF MASSACHUSETTS

_____, SS.

On this ____ day of _____, 2021, before me, the undersigned Notary Public, personally appeared Jason Bridges proved to me through satisfactory evidence of identification, which was _____, to be the person whose name is signed on the preceding document, in his capacity as Chair of the Board of Selectmen for the Town of Nantucket, and acknowledged to me that he signed it voluntarily for its stated purpose.

NOTARY PUBLIC

My

Commission

Expires:

EXHIBIT A

SUBJECT PROPERTIES

The vacant land situated in Nantucket Town and County, Massachusetts, being more particularly shown and described as:

Lot 1056, Lot 1075, Lot 1079, Lot 1086, Lot 1089, Lot 1093, Lot 1098, and Lot 1101 on Land Court Plan 16514-147; and

Lot 1121 on Land Court Plan 16514-148.

For title, see Certificate of Title No. 24,872, Certificate of Title No. 28357, Certificate of Title No. 28,405, and Certificate of Title No. 28,597, each as filed with the Nantucket Registry District of the Land Court.

ATTORNEY'S CERTIFICATION

I, the undersigned, being attorney to Capital Hall Partners, LLC, a limited liability company organized under the laws of the State of California and registered to conduct business in the Commonwealth of Massachusetts, hereby certify to the Department of Housing and Community Development and the Town of Nantucket that the enclosed Assignment and Assumption of Local Initiative Program Regulatory Agreement and Declaration of Restrictive Covenants dated December ____ 2021, is executed by the Assignor and Assignee, as therein defined, subject to the receipt of written consent of the Department of Housing and Community Development and the Town of Nantucket and will be retained and held in escrow by me until such consent is given, and will be registered with the Nantucket County Registry of District of the Land Court with the deed and other documents effecting the Sale of the Low and Moderate Income Units more particularly described therein.

Date: December 23, 2021

A handwritten signature in blue ink, appearing to read "R. Moriarty", is positioned above a horizontal line.

Robert J. Moriarty, Jr., Esq.
Marsh, Moriarty, Ontell & Golder, P.C
99 Rosewood Drive, Suite 220
Danvers, MA 01923
Tel: 617-778-5104
rmoriarty@mmoglaw.com,
BBO# 354680

January ____, 2022

Rieko Hayashi, LIP / HOP Coordinator
Department of Housing and Community Development
100 Cambridge Street, Suite 300
Boston, MA 02114

Re: Local Initiative Program
Project: Sandpiper Place II (North) Nantucket
Approval: May 3, 2019

CERTIFICATION OF COMPLIANCE

Dear Ms. Hayashi:

Reference is made to the above-mentioned Project given Local Initiative Program LAU Approval on May 3, 2019 for Local Action Unit designation of fifty-seven (57) ownership homes, eleven (11) of which are required to be affordable, located on Old South Road in Nantucket. As required by the program guidelines, the affordable units are restricted in perpetuity by that certain Local Initiative Program Regulatory Agreement and Declaration of Restrictive Covenants for "Sandpiper Place II" (North) Workforce Homeownership Development Project dated May 3, 2019, registered with the Nantucket Registry District of the Land Court as Document No. 161880 and filed with Certificate of Title No. 24,872. The Town of Nantucket, as Municipality under the aforementioned agreement, is in receipt of a request of Richmond Great Point Development, LLC, as the Developer thereunder, for consent to its sale of ten (10) of a total of eleven (11) of the affordable units approved for the Project to Nantucket Property Owner LLC. Accordingly, and pursuant to Section 9 of the Regulatory Agreement, the Town hereby certifies to DHCD, Richmond Great Point Development, LLC, and Nantucket Property Owner LLC, that as of the date printed above, the Project is in compliance with the affordability requirements of the Regulatory Agreement.

Sincerely,

Jason Bridges

Chair
Town of Nantucket Select Board



Cert: 24872 Doc: AGR
Registered: 05/28/2019 11:27 AM

**LOCAL INITIATIVE PROGRAM
REGULATORY AGREEMENT
AND
DECLARATION OF RESTRICTIVE COVENANTS
FOR
"SANDPIPER PLACE II" (NORTH) WORKFORCE HOMEOWNERSHIP
DEVELOPMENT PROJECT**

This Regulatory Agreement and Declaration of Restrictive Covenants (the "Agreement") is made this 30 day of May 2019 by and among the Commonwealth of Massachusetts, acting by and through the Department of Housing and Community Development ("DHCD"), pursuant to G.L. c. 23B §1 as amended by Chapter 19 of the Acts of 2007, the Town of Nantucket ("the Municipality"), and Richmond Great Point Development, LLC a Delaware limited liability company, having an address at 23 Concord Street, Wilmington, Massachusetts 01887, and its successors and assigns (the "Developer").

WITNESSETH:

WHEREAS, pursuant to G.L. c. 40B, §§ 20-23 (the "Act") and the final report of the Special Legislative Commission Relative to Low and Moderate Income Housing Provisions issued in April 1989, regulations have been promulgated at 760 CMR 56.00 (the "Regulations") which establish the Local Initiative Program ("LIP"); and

WHEREAS, to further incentivize the production of additional workforce and additional affordable housing within the Municipality, the Developer initiated a so called "citizen's warrant article" and the Special Town Meeting held on November 9, 2015, voted to approve Article 2, amending the Municipality's Zoning Bylaw to create both workforce homeownership housing and workforce rental housing community categories under the "Residential Development Options" provisions thereof (which provisions were subsequently codified as Section 139(8)(D) of the Nantucket Zoning Bylaw); and

WHEREAS, in accordance with the provisions of the above-reference zoning requirements and other applicable regulations, the Developer submitted the required applications, plans, studies, reports, and documentation, and the Municipality, after having duly reviewed said materials, subsequently approved a special permit and definitive subdivision permitting the development of a workforce homeownership development project on a site owned by the Developer, as more specifically described in the immediately following paragraph; and

WHEREAS, in accordance with the above-described permit and its related approvals, the Developer intends to construct a housing development known as the Sandpiper Place II (North) Workforce Homeownership Development Project at a +/- 9- acre site in the Municipality, more particularly described in Exhibit A attached hereto and made a part hereof (the "Project"); and

WHEREAS, the Project is to consist of a total number of fifty-two (52) lots, comprised of forty-one (41) detached dwellings and sixteen (16) duplex dwelling units (the detached dwellings

and the duplex dwellings being hereinafter collectively referred to as the "Units"), eleven (11) of which Units will be sold at prices specified in this Agreement to persons or households with incomes at or below eighty percent (80%) of the Area median household income for Nantucket County (the "Low and Moderate Income Units"); and

WHEREAS, three (3) of the Units, which are not Low and Moderate Income Units, will be sold to persons or households with incomes at or below one hundred seventy-five (175%) percent of the Area median income for Nantucket County (and at associated maximum initial sale price limits); and

WHEREAS, the Chief Executive Officer of the Municipality (as that term is defined in the Regulations) and the Developer have made application to DHCD to certify that the units in the Project are Local Action Units (as that term is defined in the Comprehensive Permit Guidelines: M.G.L. Chapter 40B Comprehensive Permit Projects - Subsidized Housing Inventory (the "Guidelines") published by DHCD with the LIP Program; and

WHEREAS, in partial consideration of the execution of this Agreement, DHCD has given and will give technical and other assistance to the Project as a qualifying subsidy;

NOW, THEREFORE, in consideration of the agreements and covenants hereinafter set forth, and other good and valuable consideration, the receipt and sufficiency of which each of the parties hereto hereby acknowledge to the other, DHCD, the Municipality, and the Developer hereby agree and covenant as follows:

1. Construction.

(a) The Developer agrees to construct the Project in accordance with plans and specifications approved by the Municipality (the "Plans and Specifications"). Low and Moderate Income Units to be constructed as part of the Project must be indistinguishable from other Units in the Project from the exterior (unless the Project has an approved "Alternative Development Plan" as set forth in the Guidelines), and must contain complete living facilities including but not limited to a stove, refrigerator, kitchen cabinets, plumbing fixtures, and washer/dryer hookup, all as more fully shown in the Plans and Specifications.

- 0 of the Low and Moderate Income Units shall be one bedroom units;
- 1 of the Low and Moderate Income Units shall be two bedroom units;
- 10 of the Low and Moderate Income Units shall be three bedroom units; and,
- 0 of the Low and Moderate Income Units shall be four bedroom units.

(b) All of the Low and Moderate Income Units to be occupied by families must contain two or more bedrooms. All of the Low and Moderate Income Units must have the following minimum areas:

one bedroom units	- n/a square feet
two bedroom units	- 1,200 square feet
three bedroom units	- 1,550 square feet
four bedroom units	- n/a square feet

(d) The Project must fully comply with the State Building Code and with all applicable state and federal building, environmental, health, safety and other laws, rules, and regulations, including without limitation all applicable federal and state laws, rules and regulations relating to the operation of adaptable and accessible housing for the handicapped. The Project must also comply with all applicable local codes, ordinances and by-laws.

(e) Each Low and Moderate Income Unit will be sold for no more than the price set forth in Exhibit B attached hereto and made a part hereof to an Eligible Purchaser. An Eligible Purchaser is a Family (i) whose annual income does not exceed eighty (80%) percent of the Area median income adjusted for family size as determined by the U. S. Department of Housing and Urban Development and (ii) whose assets do not exceed the limits specified in the Guidelines. A "Family" shall mean two (2) or more persons who will live regularly in the Low or Moderate Income Unit as their primary residence and who are related by blood, marriage, or operation of law or who have otherwise evidenced a stable inter-dependent relationship; or an individual. The "Area" is defined as the Nantucket Non-Metropolitan County.

2. SHI Eligibility. Upon the occurrence of one of the events described in 760 CMR 56.03(2), the Project will be included in the Subsidized Housing Inventory as that term is described in 760 CMR 56.01. Only Low and Moderate Income Units will be counted as SHI Eligible Housing as that term is described in 760 CMR 56.01 for the purposes of the Act.

3. Deed Restrictions.

(a) At the time of sale of each Low and Moderate Income Unit by the Developer, the Developer shall execute and shall as a condition of the sale cause the purchaser of the Low and Moderate Income Unit (the "Unit Purchaser") to execute an Affordable Housing Deed Rider in the form of Exhibit C attached hereto and made a part hereof (the "Deed Rider"). Such Deed Rider shall be attached to and made a part of the deed from the Developer to the Unit Purchaser. Each such Deed Rider shall require the Unit Purchaser at the time it desires to sell the Low and Moderate Income Unit to offer the Low and Moderate Income Unit to the Municipality and to DHCD at a discounted purchase price more particularly described therein. The Municipality and DHCD shall have the option upon terms more particularly described in the Deed Rider to either purchase the Low and Moderate Income Unit or to find an Eligible Purchaser. The Deed Rider shall require the Unit Purchaser and the Eligible Purchaser to execute at the time of resale a Deed Rider identical in form and substance to the Deed Rider then in effect with respect to the Low and Moderate Income Unit which will be attached and made a part of the deed from the Unit Purchaser to the Eligible Purchaser, so that the affordability of the Low and Moderate Income Unit will be preserved each time that subsequent resales of the Low and Moderate Income Unit occur. (The various requirements and restrictions regarding resale of a Low and Moderate Income Unit contained in the Deed Rider are hereinafter referred to as the ("Resale Restrictions"). If upon the initial resale or any subsequent resale of a Low and Moderate Income Unit, the Municipality and DHCD are unable to find an Eligible Purchaser for the Low and Moderate Income Unit, and the Municipality and DHCD each elect not to exercise its right to purchase the Low and Moderate Income Unit, then the then current owner of the Low and Moderate Income Unit shall have the right to sell the Low and Moderate Income Unit to any person, regardless of their income (an "Ineligible Purchaser") at the Maximum Resale Price, subject however, to all rights and restrictions

contained in the Deed Rider, and further provided that the Low and Moderate Income Unit is conveyed subject to a Deed Rider identical in form and substance to the Deed Rider then in effect with respect to the Low and Moderate Income Unit which will be attached and made part of the deed from the Unit Purchaser to the Ineligible Purchaser.

(b) For each sale of a Low and Moderate Income Unit, DHCD must approve the terms of the Eligible Purchaser's mortgage financing as evidenced by DHCD's issuance of the Resale Price Certificate described in the Deed Rider.

(c) The Municipality agrees that in the event that it purchases a Low and Moderate Income Unit pursuant to its right to do so contained in the Deed Rider then in effect with respect to such Low and Moderate Income Unit, the Municipality shall within six (6) months of its acceptance of a deed of such Low and Moderate Income Unit, either (i) sell the Low and Moderate Income Unit to an Eligible Purchaser at the same price for which it purchased the Low and Moderate Income Unit plus any expenses incurred by the Municipality during its period of ownership, such expenses to be approved by DHCD, subject to a Deed Rider satisfactory in form and substance to DHCD and the recording of an Eligible Purchaser Certificate satisfactory in form and substance to DHCD, the method for selecting such Eligible Purchaser to be approved by DHCD or (ii) rent the Low and Moderate Income Unit to a Family who meets the income guidelines of the LIP Program, upon terms and conditions satisfactory to DHCD and otherwise in conformity with the requirements of the LIP Program. If the Municipality fails to sell or rent the Low and Moderate Income Unit as provided herein within said six (6) month period, or if at any time after the initial rental of the Low and Moderate Income Unit by the Municipality as provided herein the Low and Moderate Income Unit becomes vacant and remains vacant for more than ninety (90) days, then such Low and Moderate Income Unit shall cease to be counted as SHI Eligible Housing, and shall no longer be included in the Subsidized Housing Inventory.

(d) Each Low and Moderate Income Unit will remain SHI Eligible Housing and continue to be included in the Subsidized Housing Inventory for as long as the following three conditions are met: (1) this Agreement remains in full force and effect and neither the Municipality nor the Developer is in default hereunder; (2) the Project and the Low and Moderate Income Units each continue to comply with the Regulations and the Guidelines as the same may be amended from time to time; and (3) either (i) a Deed Rider binding the then current owner of the Low and Moderate Income Unit to comply with the Resale Restrictions is in full force and effect and the then current owner of the Low and Moderate Income Unit is either in compliance with the terms of the Deed Rider, or the Municipality is in the process of taking such steps as may be required by DHCD to enforce the then current owner's compliance with the terms of the Deed Rider or (ii) the Low and Moderate Income Unit is owned by the Municipality and the Municipality is in compliance with the terms and conditions of the immediately preceding Subsection (c), or (iii) the Low and Moderate Income Unit is owned by DHCD.

4. Marketing.

(a) Prior to marketing or otherwise making available for sale any of the Units, the Developer must obtain DHCD's approval of a marketing plan (the "Marketing Plan") for the Low and Moderate Income Units. Such Marketing Plan must describe the buyer selection process for the Low and Moderate Income Units and must set forth a plan for affirmative fair marketing

of Low and Moderate Income Units and effective outreach to protected groups underrepresented in the Municipality, including provisions for a lottery, consistent with the Regulations and Guidelines. At the option of the Municipality, and provided that the Marketing Plan demonstrates (i) the need for the local preference (e.g., a disproportionately low affordable (rental or ownership) housing stock relative to need in comparison to the regional area), and (ii) that the proposed local preference will not have a disparate impact on protected classes, the Marketing Plan may also include a preference for local residents for up to seventy percent (70%) of the Low and Moderate Income Units, subject to all provisions of the Regulations and Guidelines, provided that any local preference shall apply only to the initial Low and Moderate Income Unit sales by the Developer. When submitted to DHCD for approval, the Marketing Plan should be accompanied by a letter from the Chief Executive Officer of the Municipality (as that term is defined in the Regulations) which states that the buyer selection and local preference (if any) aspects of the Marketing Plan have been approved by the Municipality and which states that the Municipality will perform any aspects of the Marketing Plan which are set forth as responsibilities of the Municipality in the Marketing Plan. The Marketing Plan must comply with the Regulations and Guidelines and with all other applicable statutes, regulations and executive orders, and DHCD directives reflecting the agreement between DHCD and the U.S. Department of Housing and Urban Development in the case of *NAACP, Boston Chapter v. Kemp*. **If the Project is located in the Boston-Cambridge-Quincy, MA-NH MSA, the Developer must list all Low and Moderate Income Units with the Boston Fair Housing Commission's MetroList (Metropolitan Housing Opportunity Clearing Center); other requirements for listing of units are specified in the Guidelines.** All costs of carrying out the Marketing Plan shall be paid by the Developer.

(b) The Developer may use in-house staff to draft and/or implement the Marketing Plan, provided that such staff meets the qualifications described in the Guidelines. The Developer may contract for such services provided that any such contractor must be experienced and qualified under the standards set forth in the Guidelines. A failure to comply with the Marketing Plan by the Developer or by the Municipality shall be deemed to be a default of this Agreement. The Developer agrees to maintain for at least five (5) years following the sale of the last Low and Moderate Income Unit, a record of all newspaper ads, outreach letters, translations, leaflets, and any other outreach efforts (collectively "Marketing Documentation") as described in the Marketing Plan as approved by DHCD which may be inspected at any time by DHCD. All Marketing Documentation must be approved by DHCD prior to its use by the Developer or the Municipality. The Developer and the Municipality agree that if at any time prior to or during the process of marketing the Low and Moderate Income Units, DHCD determines that the Developer, or the Municipality with respect to aspects of the Marketing Plan that the Municipality has agreed to be responsible for, has not adequately complied with the approved Marketing Plan, that the Developer or Municipality, as the case may be, shall conduct such additional outreach or marketing efforts as shall be determined by DHCD.

5. **Non-Discrimination.** Neither the Developer nor the Municipality shall discriminate on the basis of race, religion, color, sex, sexual orientation, familial status, age, handicap, marital status, national origin, genetic information, ancestry, children, receipt of public assistance, or any other basis prohibited by law in the selection of buyers for the Units; and the Developer shall not so discriminate in connection with the employment or application for employment of persons for the construction, operation or management of the Project.

6. Inspection. (a) The Developer agrees to comply and to cause the Project to comply with all requirements of the Regulations and Guidelines and all other applicable laws, rules, regulations, and executive orders. DHCD and the Chief Executive Officer of the Municipality shall have access during normal business hours to all books and records of the Developer and the Project in order to monitor the Developer's compliance with the terms of this Agreement.

(b) Throughout the term of this Agreement, the Chief Executive Officer of the Municipality shall annually certify in writing to DHCD that: (i) each of the Low and Moderate Income Units continues to be occupied by a person who was an Eligible Purchaser at the time of purchase; (ii) any Low and Moderate Income Units which have been resold during the year have been resold in compliance with all of the terms and provisions of the Deed Rider then in effect with respect to each such Low and Moderate Income Unit, in compliance with the Regulations and Guidelines and this Agreement; and (iii) the Project and the Low and Moderate Income Units have otherwise been maintained in a manner consistent with the Regulations and Guidelines, this Agreement, and the Deed Rider then in effect with respect to each Low and Moderate Income Unit.

7. Recording. Upon execution, the Developer shall immediately cause this Agreement and any amendments hereto to be recorded/filed with the Registry, and the Developer shall pay all fees and charges incurred in connection therewith. Upon recording or filing, as applicable, the Developer shall immediately transmit to DHCD and the Municipality evidence of such recording or filing including the date and instrument, book and page or document number of the Agreement. For purposes of this Agreement, reference to the "Registry" shall mean the Nantucket County Registry District of the Land Court.

8. Representations and Warranties. The Developer hereby represents, covenants and warrants as follows:

(a) The Developer (i) is a Limited Liability Company, duly organized under the laws of the State of Delaware, and is qualified to transact business under the laws of the Commonwealth of Massachusetts, (ii) has the power and authority to own its properties and assets and to carry on its business as now being conducted, and (iii) has the full legal right, power and authority to execute and deliver this Agreement.

(b) The execution and performance of this Agreement by the Developer (i) will not violate or, as applicable, has not violated any provision of law, rule or regulation, or any order of any court or other agency or governmental body, and (ii) will not violate or, as applicable, has not violated any provision of any indenture, agreement, mortgage, mortgage note, or other instrument to which the Developer is a party or by which it or the Project is bound, and (iii) will not result in the creation or imposition of any prohibited encumbrance of any nature.

(c) The Developer will, at the time of execution and delivery of this Agreement, have good and marketable title to the premises constituting the Project free and clear of any lien or encumbrance (subject to encumbrances created pursuant to this Agreement, any loan documents relating to the Project the terms of which are approved by DHCD, or other permitted encumbrances, including mortgages referred in Section 10, below).

(d) There is no action, suit or proceeding at law or in equity or by or before any governmental instrumentality or other agency now pending, or, to the knowledge of the Developer, threatened against or affecting it, or any of its properties or rights, which, if adversely determined, would materially impair its right to carry on business substantially as now conducted (and as now contemplated by this Agreement) or would materially or adversely affect its financial condition.

9. Transfer Restrictions. Except for sales of Low and Moderate Income Units to Eligible Purchasers and sales of other Units to unit owners in the ordinary course of business as permitted by the terms of this Agreement, the Developer will not sell, transfer, lease, or exchange the Project or any portion thereof or interest therein (collectively, a "Sale") or (except as permitted under Section (c) below) mortgage the Project without the prior written consent of DHCD and the Municipality.

(a) A request for consent to a Sale shall include:

- A signed agreement stating that the transferee will assume in full the Developer's obligations and duties under this Agreement, together with a certification by the attorney or title company that it will be held in escrow and, in the case of any transfer other than a transfer of Beneficial Interests, recorded in the Registry of Deeds with the deed and/or other recorded documents effecting the Sale;
- The name of the proposed transferee and any other entity controlled by or controlling or under common control with the transferee, and names of any affordable housing developments in the Commonwealth owned by such entities;
- A certification from the Municipality that the Project is in compliance with the affordability requirements of this Agreement.

(b) Consent to the proposed Sale shall be deemed to be given unless DHCD or the Municipality notifies the Developer, within thirty (30) days after receipt of the Developer's request that either:

- The package requesting consent is incomplete, or
- The proposed transferee (or any entity controlled by or controlling or under common control with the proposed transferee) has a documented history of serious or repeated failures to abide by agreements of affordable housing funding or regulatory agencies of the Commonwealth or the federal government or is currently in violation of any agreements with such agencies beyond the time permitted to cure the violation, or
- The Project is not being operated in compliance with the affordability requirements of this Agreement at the time of the proposed Sale.

(c) The Developer shall provide DHCD and the Municipality with thirty (30) day's prior written notice of the following:

- (i) any change, substitution or withdrawal of any general partner, manager, or agent of the Developer; or
- (ii) the conveyance, assignment, transfer, or relinquishment of a majority of the Beneficial Interests (herein defined) in the Developer (except for such a conveyance, assignment, transfer or relinquishment among holders of Beneficial Interests as of the date of this Agreement).
- (iii) the sale, mortgage, conveyance, transfer, ground lease, or exchange of the Developer's interest in the Project or any part of the Project.

For purposes hereof, the term "Beneficial Interest" shall mean: (i) with respect to a partnership, any partnership interests or other rights to receive income, losses, or a return on equity contributions made to such partnership; (ii) with respect to a limited liability company, any interests as a member of such company or other rights to receive income, losses, or a return on equity contributions made to such company; or (iii) with respect to a company or corporation, any interests as an officer, board member or stockholder of such company or corporation to receive income, losses, or a return on equity contributions made to such company or corporation.

Notwithstanding the above, DHCD's consent under this Section 9 shall not be required with respect to the grant by the Developer of any mortgage or other security interest in or with respect to the Project to a state or national bank, state or federal savings and loan association, cooperative bank, mortgage company, trust company, insurance company or other institutional lender made at no greater than the prevailing rate of interest or any exercise by any such mortgagee of any of its rights and remedies (including without limitation, by foreclosure or by taking title to the Project by deed in lieu of foreclosure), subject, however to the provisions of Section 14 hereof.

The Developer hereby agrees that it shall provide copies of any and all written notices received by the Developer from a mortgagee exercising or threatening to exercise its foreclosure rights under the mortgage.

10. Casualty. Until such time as decisions regarding repair of damage due to fire or other casualty, or restoration after taking by eminent domain, shall be made by a condominium association or trust not controlled by the Developer, (or if the Project consists of detached dwellings, by homebuyers) Developer agrees that if the Project, or any part thereof, shall be damaged or destroyed or shall be condemned or acquired for public use, the Developer will use its best efforts to repair and restore the Project to substantially the same condition as existed prior to the event causing such damage or destruction, or to relieve the condemnation, and thereafter to operate the Project in accordance with the terms of this Agreement, subject to the approval of the Project's lenders, which lenders have been approved by DHCD and the Municipality.

11. Governing Law. This Agreement shall be governed by the laws of the Commonwealth of Massachusetts. Any amendments to this Agreement must be in writing and

executed by all of the parties hereto. The invalidity of any clause, part, or provision of this Agreement shall not affect the validity of the remaining portions hereof.

12. Notices. All notices to be given pursuant to this Agreement shall be in writing and shall be deemed given when delivered by hand or when mailed by certified or registered mail, postage prepaid, return receipt requested, to the parties hereto at the addresses set forth below, or to such other place as a party may from time to time designate by written notice:

DHCD: Department of Housing and Community Development
Attention: Local Initiative Program Director
 100 Cambridge St., Suite 300
 Boston, MA 02114

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

With a copy to:

KP Law, P.C.
 Attention: Vicki S. Marsh, Esq.
 101 Arch Street, 12th Floor
 Boston, MA 02110

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

With a copy to:

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

13. Term.

(a) This Agreement and all of the covenants, agreements and restrictions contained herein shall be deemed to be "other restrictions held by a governmental body" as set forth in G.L. c. 184, §26, and an affordable housing restriction as that term is defined in G.L. c. 184, §31 and as that term is used in G.L. c. 184, §§26, 31, 32, and 33. This Agreement shall bind, and the benefits shall inure to, respectively, the Developer and its successors and assigns, and DHCD and its successors and assigns and the Municipality and its successors and assigns. DHCD has determined that the acquiring of such affordable housing restriction is in the

public interest. The term of this Agreement shall be perpetual, provided however, that this Agreement shall terminate if (a) at any time hereafter there is no Low and Moderate Income Unit at the Project which is then subject to a Deed Rider containing the Resale Restrictions, and there is no Low and Moderate Income Unit at the Project which is owned by the Municipality or DHCD as provided in Section 3 hereof. The rights and restrictions contained in this Agreement shall not lapse if the Project is acquired through foreclosure or deed in lieu of foreclosure or similar action, and the provisions hereof shall continue to run with and bind the Project.

(b) The Developer intends, declares and covenants on behalf of itself and its successors and assigns (i) that this Agreement and the covenants, agreements and restrictions contained herein shall be and are covenants running with the land, encumbering the Project for the term of this Agreement, and are binding upon the Developer's successors in title, (ii) are not merely personal covenants of the Developer, and (iii) shall bind the Developer, its successors and assigns and enure to the benefit of DHCD and its successors and assigns for the term of the Agreement. Developer hereby agrees that any and all requirements of the laws of the Commonwealth of Massachusetts to be satisfied in order for the provisions of this Agreement to constitute restrictions and covenants running with the land shall be deemed to be satisfied in full and that any requirements of privity of estate are also deemed to be satisfied in full.

(c) The Resale Restrictions contained in each of the Deed Riders which are to encumber each of the Low and Moderate Income Units at the Project pursuant to the requirements of this Agreement shall also constitute an affordable housing restriction as that term is defined in G.L. c. 184, §31 and as that term is used in G.L. c. 184, §§26, 31, 32, and 33. Such Resale Restrictions shall be for the benefit of both DHCD and the Municipality and both DHCD and the Municipality shall be deemed to be the holder of the affordable housing restriction created by the Resale Restrictions in each of the Deed Riders. DHCD has determined that the acquisition of such affordable housing restriction is in the public interest. To the extent that the Municipality is the holder of the Resale Restrictions to be contained in each of the Deed Riders, the Director of DHCD by the execution of this Agreement hereby approves such Resale Restrictions in each of the Deed Riders for the Low and Moderate Income Units of the Project as required by the provisions of G.L. c. 184, §32.

14. Further Assurances. The Developer and the Municipality each agree to submit any information, documents, or certifications requested by DHCD which DHCD shall deem necessary or appropriate to evidence the continuing compliance of the Developer and the Municipality with the terms of this Agreement.

15. Default.

(a) The Developer and the Municipality each covenant and agree to give DHCD written notice of any default, violation or breach of the obligations of the Developer or the Municipality hereunder, (with a copy to the other party to this Agreement) within seven (7) days of first discovering such default, violation or breach (a "Default Notice"). If DHCD becomes aware of a default, violation, or breach of obligations of the Developer or the Municipality hereunder without receiving a Default Notice from Developer or the Municipality, DHCD shall give a notice of such default, breach or violation to the offending party (with a copy to the other party to this Agreement) (the "DHCD Default Notice"). If any such default, violation, or breach

is not cured to the satisfaction of DHCD within thirty (30) days after the giving of the Default notice by the Developer or the Municipality, or if no Default Notice is given, then within thirty (30) days after the giving of the DHCD Default Notice, then at DHCD's option, and without further notice, DHCD may withdraw from this Agreement and record a notice of DHCD's withdrawal with the Registry of Deeds, or DHCD may apply to any state or federal court for specific performance of this Agreement, or DHCD may exercise any other remedy at law or in equity or take any other action as may be necessary or desirable to correct non-compliance with this Agreement. The thirty (30) day cure period set forth in this paragraph shall be extended for such period of time, which in no event shall be more than 90 days, as may be necessary to cure such a default so long as the Developer or the Municipality, as the case may be, is diligently prosecuting such a cure. The Municipality shall have the independent right to enforce the terms of this Agreement, including, without limitation, the foregoing affordability provisions, by giving DHCD prior notice thereof.

(b) Whether the Low and Moderate Income Units will continue to be included in the Subsidized Housing Inventory maintained by DHCD for purposes of the Act shall be determined solely by DHCD according to the rules and regulations then in effect. If DHCD elects to withdraw from this Agreement as the result of a breach, violation, or default hereof, which breach, violation, or default continues beyond the cure period set forth in this Subsection 15(a), then the Low and Moderate Income Units and any other Units at the Project which have been included in the Subsidized Housing Inventory shall from the date of such termination no longer be deemed SHI Eligible Housing for the purposes of the Act and shall be deleted from the Subsidized Housing Inventory. The foregoing sentence shall not apply to Low and Moderate Income Units that have been conveyed in compliance and remain in compliance with Section 3 of this Agreement. Notwithstanding the foregoing, this Agreement shall continue to be a binding and effective permanent affordable housing agreement under G.L. c. 184, §§31-33 between the Developer and the Municipality, and the covenants and restrictions herein shall continue to run with the Property. The Municipality shall have the same rights as DHCD hereunder, and any notices to be given to and/or approvals to be obtained from DHCD by the Developer shall be given to and obtained from the Municipality.

(c) In the event DHCD and/or the Municipality brings an action to enforce the obligations of the Developer under this Agreement and prevails in any such action, DHCD and Municipality shall each be entitled to recover from the Developer all of DHCD's and/or the Municipality's reasonable costs of an action for such enforcement of this Agreement, including reasonable attorneys' fees. This condition shall not be interpreted as a waiver of any of DHCD's rights pursuant to G.L. c. 184, §32.

(d) The Developer hereby grants to DHCD, the Municipality, or its or their designee the right to enter upon the Property for the purpose of enforcing the terms of this Agreement or to prevent, remedy or abate any violation of this Agreement, upon reasonable times and with reasonable notice

16. Mortgagee Consents. The Developer represents and warrants that it has obtained the consent of all existing mortgagees of the Project to the execution and recording of this Agreement and to the terms and conditions hereof and that all such mortgagees have executed the

Consent and Subordination of Mortgage to Regulatory Agreement attached hereto as Exhibit D and made a part hereof.

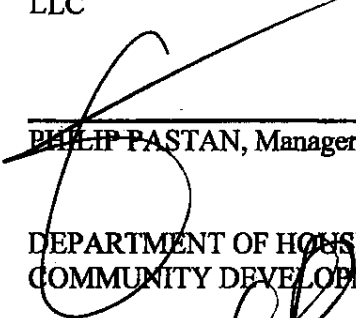
17. Enforcement. DHCD may delegate to the Municipality any of its oversight and enforcement responsibilities under this Agreement, with the agreement of the Municipality, by providing written notice of such delegation to the Developer and the Municipality.

18. Entire Agreement. This Agreement, together with the Exhibits A, B, C, and D hereto, constitutes the entire agreement among the parties hereto with respect to the subject matter contained in this Agreement, and the aforementioned exhibits, supersede all prior agreements, understandings and negotiations between the parties.

[REMAINDER OF PAGE LEFT INTENTIONALLY BLANK]

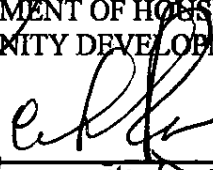
Executed as a sealed instrument as of the date first above written.

RICHMOND GREAT POINT DEVELOPMENT,
LLC



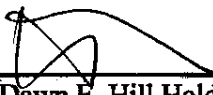
PHILIP PASTAN, Manager

DEPARTMENT OF HOUSING AND
COMMUNITY DEVELOPMENT

By: 

Its: *Associate Director*

TOWN OF NANTUCKET
By its Board of Selectmen

By: 

Dawn E. Hill Holdgate, Chair

Attachments: Exhibit A - Legal Property Description
Exhibit B - Prices & Location of Low & Moderate Income Units
Exhibit C - Form of Deed Rider
Exhibit D - Consent and Subordination to Regulatory Agreement

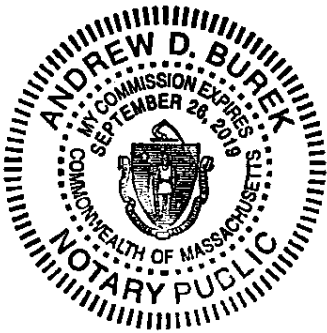
Consent forms signed by any and all mortgagees whose mortgages are recorded prior to this Regulatory Agreement must be attached to this Regulatory Agreement.

© DHCD When used in the Local Initiative Program, this form may not be modified without the written approval of the Department of Housing and Community Development.

COMMONWEALTH OF MASSACHUSETTS

COUNTY OF Middlesex ss.

On this 29th day of April, 2019, before me, the undersigned notary public, personally appeared PHILIP PASTAN, proved to me through satisfactory evidence of identification, which were as he is personally known to me to be the person whose name is signed on the preceding document, as Manager of RICHMOND GREAT POINT DEVELOPMENT, LLC and acknowledged to me that he signed it voluntarily for its stated purpose.



 Notary Public
My Commission Expires: 9/28/2019

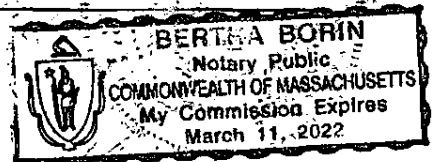
COMMONWEALTH OF MASSACHUSETTS

COUNTY OF SUFFOLK, ss.

On this 3rd day of May, 2019, before me, the undersigned notary public, personally appeared Catherine Racer, proved to me through satisfactory evidence of identification, which were personal knowledge, to be the person whose name is signed on the preceding document, as Associate Director for the Commonwealth of Massachusetts acting by and through the Department of Housing and Community Development, and acknowledged to me that he/she signed it voluntarily for its stated purpose.


 Notary Public

My Commission Expires:



COMMONWEALTH OF MASSACHUSETTS

COUNTY OF NANTUCKET, ss.

On this 20th day of April, 2019, before me, the undersigned notary public, personally appeared Dawn E. Hill Holdgate, proved to me through satisfactory evidence of identification, which were Personal Knowledge, to be the person whose name is signed on the preceding document, as Chair of the Board of Selectmen for the Town of Nantucket, and acknowledged to me that she signed it voluntarily for its stated purpose.

Meg T
Notary Public
Print Name: Megan Trudel
My Commission Expires: May 8, 2020

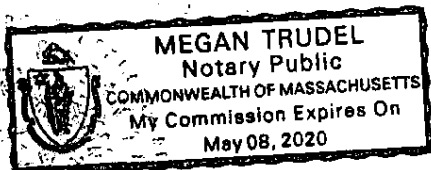


EXHIBIT A

Re: SANDPIPER PLACE II (NORTH) WORKFORCE HOMEOWNERSHIP
DEVELOPMENT PROJECT
RICHMOND GREAT POINT DEVELOPMENT, LLC
NANTUCKET, MA

Property Description

Lots 985 through 987, inclusive, as shown upon a certain plan entitled, "Subdivision Plan of Land in Nantucket, Mass., Being a Subdivision of Lots 615 (Mayflower Circle), 618, 619, 620, 621, 622, 623, 624, 625, 628, 629, 630, 631, & 663 (Daffodil Lane) on LC Plan 16514-40" drawn by Hayes Engineering, Inc., Civil Engineers & Land Surveyors, 603 Salem Street, Wakefield, MA 01880, dated October 3, 2017 and registered as Plan 16514-125 with the Nantucket Registry District of the Land Court; and

Lots 991 and 992, as shown upon a certain plan entitled, Subdivision Plan of Land in Nantucket, Mass., Being a Subdivision of Lots 179, 180, 181 & 182 on LC Plan 16514-Z, Lot 869 on LC Plan 16514-103, & Lot 895 on LC Plan 1654-109" drawn by Hayes Engineering, Inc., Civil Engineers & Land Surveyors, 603 Salem Street, Wakefield, MA 01880, dated April 28, 2017 and registered as Plan 16514-126 with the Nantucket Registry District of the Land Court.

For title, see Certificate 24872 and 25525.

LAND COURT, BOSTON. The Land
herein described will be shown on
our approved plan to follow as
As Shown To

MAY 21 2019

Plan 16514-125 Lots 985, 986 and 987

Plan 16514-126 Lot 991 and 992
(EXAMINED AS DESCRIPTION ONLY)
CHIEF SURVEYOR

EXHIBIT B

Re: SANDPIPER PLACE II(NORTH) WORKFORCE HOMEOWNERSHIP
 DEVELOPMENT PROJECT
 RICHMOND GREAT POINT DEVELOPMENT, LLC
 NANTUCKET, MA

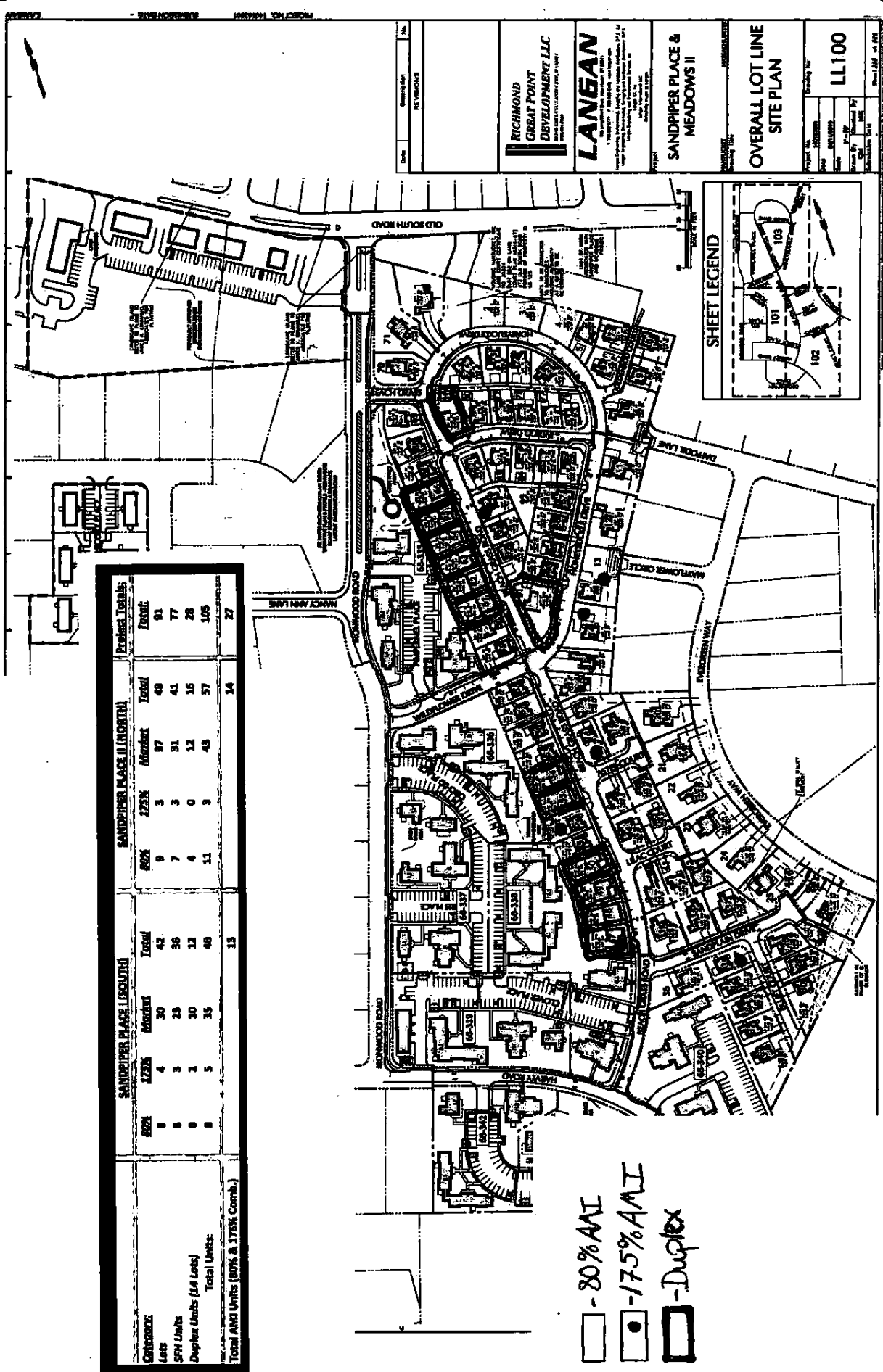
Maximum Initial Sales Prices, Initial Homeowners Association Fees, and Percentage Interest
 Assigned to Low and Moderate Income Units

	<u>Initial Sales Price</u>	<u>HOA Fee</u>	<u>% Interest</u>
One bedroom units	\$ <u>n/a</u>	\$ <u>n/a</u>	<u>n/a</u>
Two bedroom units	\$ 233,300	\$ 40 Per Mo.	<u>1.89 %</u>
Three bedroom units	\$ 259,700	\$ 40 Per Mo.	<u>1.89 %</u>
Four bedroom units	\$ <u>n/a</u>	\$ <u>n/a</u>	<u>n/a</u>

Location of Low and Moderate Income Units

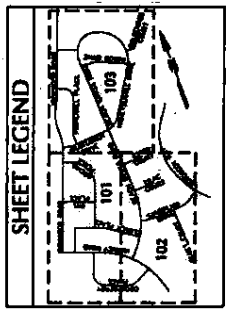
The Low and Moderate Income Units are those designated as lot numbers 5, 59, 63*, 67, 74, 77, 81*, 86, and 89 on the Sandpiper Place I and II Homeownership Development Project Lot Allocation Site Plan, attached hereto.

*Lots 63 and 83 contain duplex dwelling units that are all Low and Moderate Income Units. Accordingly, lots 63 and 83 include four (4) Low and Moderate Income Units in total.



		SANDPIPER PLACE II (SOUTH)				SANDPIPER PLACE II (NORTH)				Project Totals	
		80%	175%	Market	Total	80%	175%	Market	Total	80%	Total
Lots		8	4	30	42	9	3	37	49	91	
SPH Units		8	3	23	34	7	3	31	41	77	
Duplex Units (14 Lots)		0	2	10	12	4	0	12	16	26	
Total Units:		8	5	35	49	11	3	43	57	109	
Total AAI Units (80% & 175% Comb.)		13				14				27	

- - 80% AAI
- ◼ - 175% AAI
- ▬ - Duplex



RICHMOND GREAT POINT DEVELOPMENT LLC LANGAN SANDPIPER PLACE & MEADOWS II OVERALL LOT LINE SITE PLAN LL100	DATE: 01/10/2018 BY: [Signature] PROJECT NO: 1000000000 DATE: 01/10/2018 BY: [Signature] PROJECT NO: 1000000000 DATE: 01/10/2018 BY: [Signature] PROJECT NO: 1000000000

EXHIBIT C**LOCAL INITIATIVE PROGRAM**
AFFORDABLE HOUSING DEED RIDER**For Projects in Which**
Affordability Restrictions Survive Foreclosure

made part of that certain deed (the "Deed") of certain property (the "Property") from _____ ("Grantor") to _____ ("Owner") dated _____, 20___. The Property is located in the City/Town of _____ (the "Municipality").

RECITALS

WHEREAS, the Grantor is conveying that certain real property more particularly described in the Deed to the Owner at a consideration which is less than the fair market value of the Property; and

WHEREAS, the Property is part of a project which was: [check all that are applicable]

- (i) granted a Comprehensive Permit under Massachusetts General Laws Chapter 40B, Sections 20-23, from the Board of Appeals of the Municipality or the Housing Appeals Committee and recorded/filed with the _____ County Registry of Deeds/Registry District of Land Court (the "Registry") in Book _____, Page _____/Document No. _____ (the "Comprehensive Permit");
- (ii) subject to a Regulatory Agreement among _____ (the "Developer"), [☐] Massachusetts Housing Finance Agency ("MassHousing"), [☐] the Massachusetts Department of Housing and Community Development ("DHCD") [☐] the Municipality; and [☐] _____, dated _____ and recorded with the Registry in Book _____, Page _____ (the "Regulatory Agreement");
- (iii) ☒ subsidized by the federal or state government under the Local Initiative Program, a program to assist construction of low or moderate income housing (the "Program"); and

WHEREAS, pursuant to the Program, eligible purchasers such as the Owner are given the opportunity to purchase residential property at less than its fair market value if the purchaser agrees to certain use and transfer restrictions, including an agreement to occupy the property as a principal residence and to convey the property for an amount not greater than a maximum resale price, all as more fully provided herein; and

WHEREAS, DHCD, and the City/Town of _____ (singly, or if more than one entity is listed, collectively, the "Monitoring Agent") is obligated by the Program or has been retained to monitor compliance with and to enforce the terms of this Deed Rider, and eligible purchasers such

as the Owner may be required to pay to the Monitoring Agent, or its successor, a small percentage of the resale price upon the Owner's conveyance of the Property, as set out in the Regulatory Agreement and as more fully provided herein; and

WHEREAS, the rights and restrictions granted herein to the Monitoring Agent and the Municipality serve the public's interest in the creation and retention of affordable housing for persons and households of low and moderate income and in the restricting of the resale price of property in order to assure its affordability by future low and moderate income purchasers.

NOW, THEREFORE, as further consideration for the conveyance of the Property at less than fair market value, the Grantor and the Owner, including his/her/their heirs, successors and assigns, hereby agree that the Property shall be subject to the following rights and restrictions which are imposed for the benefit of, and shall be enforceable by, the Municipality and the Monitoring Agent, and, if DHCD is a party to the Regulatory Agreement and is not the Monitoring Agent, by DHCD.

1. **Definitions.** In this Deed Rider, in addition to the terms defined above, the following words and phrases shall have the following meanings:

Affordable Housing Fund means a fund established by the Municipality for the purpose of reducing the cost of housing for Eligible Purchasers or for the purpose of encouraging, creating, or subsidizing the construction or rehabilitation of housing for Eligible Purchasers or, if no such fund exists, a fund established by the Municipality pursuant to Massachusetts General Laws Chapter 44 Section 53A, et seq.

Applicable Foreclosure Price shall have the meaning set forth in Section 7(b) hereof.

Appropriate Size Household means a household containing a number of members equal to the number of bedrooms in the Property plus one.

Approved Capital Improvements means the documented commercially reasonable cost of extraordinary capital improvements made to the Property by the Owner; provided that the Monitoring Agent shall have given written authorization for incurring such cost prior to the cost being incurred and that the original cost of such improvements shall be discounted over the course of their useful life.

Area means the Primary Metropolitan Statistical Area or non-metropolitan area that includes the Municipality, as determined by HUD, which in this case is the _____ MSA/HMFA.

Area Median Income means the most recently published median income for the Area adjusted for household size as determined by HUD. If HUD discontinues publication of Area Median Income, the income statistics used by MassHousing for its low and moderate income housing programs shall apply.

Base Income Number means the Area Median Income for a four (4)-person household. Currently, the AMI for the _____ MSA/HMFA is \$ _____.

Chief Executive Officer shall mean the Mayor in a city or the Board of Selectmen in a town unless some other municipal office is designated to be the chief executive officer under the provisions of a local charter.

Closing shall have the meaning set forth in Section 5(b) hereof.

Compliance Certificate shall have the meaning set forth in Section 6(a) hereof.

Conveyance Notice shall have the meaning set forth in Section 4(a) hereof.

Eligible Purchaser means an individual or household earning no more than eighty percent (80%) of Area Median Income (or, if checked ☐ _____ percent (___%) of Area Median Income, as required by the Program) and owning assets not in excess of the limit set forth in the Program Guidelines. To be considered an Eligible Purchaser, the individual or household must intend to occupy and thereafter must occupy the Property as his, her or their principal residence and must provide to the Monitoring Agent such certifications as to income, assets and residency as the Monitoring Agent may require to determine eligibility as an Eligible Purchaser. An Eligible Purchaser shall be a First-Time Homebuyer if required by the Program and as specified in the Regulatory Agreement.

First-Time Homebuyer means an individual or household, of which no household member has had an ownership interest in a principal residence at any time during the three (3)-year period prior to the date of qualification as an Eligible Purchaser, except that (i) any individual who is a displaced homemaker (as may be defined by DHCD) (ii) and any individual age 55 or over (applying for age 55 or over housing) shall not be excluded from consideration as a First-Time Homebuyer under this definition on the basis that the individual, owned a home or had an ownership interest in a principal residence at any time during the three (3)-year period.

Foreclosure Notice shall have the meaning set forth in Section 7(a) hereof.

HUD means the United States Department of Housing and Urban Development.

Ineligible Purchaser means an individual or household not meeting the requirements to be eligible as an Eligible Purchaser.

Maximum Resale Price means the sum of (i) the Base Income Number (at the time of resale) multiplied by the Resale Price Multiplier, plus (ii) the Resale Fee and any necessary marketing expenses (including broker's fees) as may have been approved by the Monitoring Agent, plus (iii) Approved Capital Improvements, if any (the original cost of which shall have been discounted over time, as calculated by the Monitoring Agent); provided that in no event shall the Maximum Resale Price be greater than the purchase price for which a credit-worthy Eligible Purchaser earning seventy percent (70%) of the Area Median Income (or, if checked ☐ _____ percent (___%) of Area Median Income, as required by the Program) of Area Median Income, as required by the Program) for an Appropriate Size Household could obtain mortgage financing (as such purchase price is determined by the Monitoring Agent using the same methodology then used by DHCD for its Local Initiative Program or similar comprehensive permit program); and further

provided that the Maximum Resale Price shall not be less than the purchase price paid for the Property by the Owner unless the Owner agrees to accept a lesser price.

Monitoring Services Agreement means any Monitoring Services Agreement for monitoring and enforcement of this Deed Rider among some or all of the Developer, the Monitoring Agent, the Municipality, MassHousing and DHCD.

Mortgage Satisfaction Amount shall have the meaning set forth in Section 7(b) hereof.

Mortgagee shall have the meaning set forth in Section 7(a) hereof.

Program Guidelines means the regulations and/or guidelines issued for the applicable Program and controlling its operations, as amended from time to time.

Resale Fee means a fee of **Two Percent (2%)** of the Base Income Number (at the time of resale) multiplied by the Resale Price Multiplier, to be paid to the Monitoring Agent as compensation for monitoring and enforcing compliance with the terms of this Deed Rider, including the supervision of the resale process.

Resale Price Certificate means the certificate issued as may be specified in the Regulatory Agreement and recorded with the first deed of the Property from the Developer, or the subsequent certificate (if any) issued as may be specified in the Regulatory Agreement, which sets forth the Resale Price Multiplier to be applied on the Owner's sale of the Property, as provided herein, for so long as the restrictions set forth herein continue. In the absence of contrary specification in the Regulatory Agreement the Monitoring Agent shall issue the certificate.

Resale Price Multiplier means the number calculated by dividing the Property's initial sale price by the Base Income Number at the time of the initial sale from the Developer to the first Eligible Purchaser. The Resale Price Multiplier will be multiplied by the Base Income Number at the time of the Owner's resale of the Property to determine the Maximum Resale Price on such conveyance subject to adjustment for the Resale Fee, marketing expenses and Approved Capital Improvements. In the event that the purchase price paid for the Property by the Owner includes such an adjustment a new Resale Price Multiplier will be recalculated by the Monitoring Agent by dividing the purchase price so paid by the Base Income Number at the time of such purchase, and a new Resale Price Certificate will be issued and recorded reflecting the new Resale Price Multiplier. A Resale Price Multiplier of _____ is hereby assigned to the Property.

Term means in perpetuity, unless earlier terminated by (i) the termination of the term of affordability set forth in the Regulatory Agreement or Comprehensive Permit, whichever is longer; or (ii) the recording of a Compliance Certificate and a new Deed Rider executed by the purchaser in form and substance substantially identical to this Deed Rider establishing a new term.

2. Owner-Occupancy/Principal Residence. The Property shall be occupied and used by the Owner's household exclusively as his, her or their principal residence. Any use of the Property or activity thereon which is inconsistent with such exclusive residential use is expressly prohibited.

3. Restrictions Against Leasing, Refinancing and Junior Encumbrances. The Property shall not be leased, rented, refinanced, encumbered (voluntarily or otherwise) or mortgaged without the prior written consent of the Monitoring Agent; provided that this provision shall not apply to a first mortgage granted on the date hereof in connection with this conveyance from Grantor to Owner securing indebtedness not greater than one hundred percent (100%) of the purchase price. Any rents, profits, or proceeds from any transaction described in the preceding sentence which transaction has not received the requisite written consent of the Monitoring Agent shall be paid upon demand by Owner to the Municipality for deposit to its Affordable Housing Fund. The Monitoring Agent or Municipality may institute proceedings to recover such rents, profits or proceeds, and costs of collection, including attorneys' fees. Upon recovery, after payment of costs, the balance shall be paid to the Municipality for deposit to its Affordable Housing Fund. In the event that the Monitoring Agent consents for good cause to any such lease, refinancing, encumbrance or mortgage, it shall be a condition to such consent that all rents, profits or proceeds from such transaction, which exceed the actual carrying costs of the Property as determined by the Monitoring Agent, shall be paid to the Municipality for deposit to its Affordable Housing Fund.

4. Options to Purchase.

(a) When the Owner or any successor in title to the Owner shall desire to sell, dispose of or otherwise convey the Property, or any portion thereof, the Owner shall notify the Monitoring Agent and the Municipality in writing of the Owner's intention to so convey the Property (the "Conveyance Notice"). Upon receipt of the Conveyance Notice, the Monitoring Agent shall (i) calculate the Maximum Resale Price which the Owner may receive on the sale of the Property based upon the Base Income Number in effect as of the date of the Conveyance Notice and the Resale Price Multiplier set forth in the most recently recorded Resale Price Certificate together with permissible adjustments for the Resale Fee, marketing expenses and Approved Capital Improvements (as discounted), and (ii) promptly begin marketing efforts. The Owner shall fully cooperate with the Monitoring Agent's efforts to locate an Eligible Purchaser and, if so requested by the Monitoring Agent, shall hire a broker selected by the Monitoring Agent to assist in locating an Eligible Purchaser ready, willing and able to purchase the Property at the Maximum Resale Price after entering a purchase and sale agreement. Pursuant to such agreement, sale to the Eligible Purchaser at the Maximum Resale Price shall occur within ninety (90) days after the Monitoring Agent receives the Conveyance Notice or such further time as reasonably requested to arrange for details of closing. If the Owner fails to cooperate in such resale efforts, including a failure to agree to reasonable terms in the purchase and sale agreement, the Monitoring Agent may extend the 90-day period for a period commensurate with the time the lack of cooperation continues, as determined by the Monitoring Agent in its reasonable discretion. In such event, the Monitoring Agent shall give Owner written notice of the lack of cooperation and the length of the extension added to the 90-day period.

(b) The Monitoring Agent shall ensure that diligent marketing efforts are made to locate an Eligible Purchaser ready, willing and able to purchase the Property at the Maximum Resale Price within the time period provided in subsection (a) above and to enter the requisite purchase and sale agreement. If more than one Eligible Purchaser is located, the Monitoring Agent shall conduct a lottery or other like procedure to determine which Eligible Purchaser shall be entitled to enter a purchase and sale agreement with Owner and to purchase the Property.

Preference shall be given to Appropriate Size Households. The procedure for marketing and selecting an Eligible Purchaser shall be approved as provided in the Regulatory Agreement and any applicable Program Guidelines. If an Eligible Purchaser is located within ninety (90) days after receipt of the Conveyance Notice, but such Eligible Purchaser proves unable to secure mortgage financing so as to be able to complete the purchase of the Property pursuant to the purchase and sale agreement, following written notice to Owner within the 90-day period the Monitoring Agent shall have an additional sixty (60) days to locate another Eligible Purchaser who will enter a purchase and sale agreement and purchase the Property by the end of such sixty (60)-day period or such further time as reasonably requested to carry out the purchase and sale agreement.

(c) In lieu of sale to an Eligible Purchaser, the Monitoring Agent or the Municipality or designee shall also have the right to purchase the Property at the Maximum Resale Price, in which event the purchase and sale agreement shall be entered, and the purchase shall occur within ninety (90) days after receipt of the Conveyance Notice or, within the additional sixty (60)-day period specified in subsection (b) above, or such further time as reasonably requested to carry out the purchase and sale agreement. Any lack of cooperation by Owner in measures reasonably necessary to effect the sale shall extend the 90-day period by the length of the delay caused by such lack of cooperation. The Monitoring Agent shall promptly give Owner written notice of the lack of cooperation and the length of the extension added to the 90-day period. In the event of such a sale to the Monitoring Agent or Municipality or designee, the Property shall remain subject to this Deed Rider and shall thereafter be sold or rented to an Eligible Purchaser as may be more particularly set forth in the Regulatory Agreement.

(d) If an Eligible Purchaser fails to purchase the Property within the 90-day period (or such further time determined as provided herein) after receipt of the Conveyance Notice, and the Monitoring Agent or Municipality or designee does not purchase the Property during said period, then the Owner may convey the Property to an Ineligible Purchaser no earlier than thirty (30) days after the end of said period at the Maximum Resale Price, but subject to all rights and restrictions contained herein; provided that the Property shall be conveyed subject to a Deed Rider identical in form and substance to this Deed Rider which the Owner agrees to execute, to secure execution by the Ineligible Purchaser and to record with the Deed; and further provided that, if more than one Ineligible Purchaser is ready, willing and able to purchase the Property the Owner will give preference and enter a purchase and sale agreement with any individuals or households identified by the Monitoring Agent as an Appropriate Size Household earning more than eighty percent (80%) but less than one hundred twenty percent (120%) of the Area Median Income.

(e) The priority for exercising the options to purchase contained in this Section 4 shall be as follows: (i) an Eligible Purchaser located and selected by the Monitoring Agent, as provided in subsection (b) above, (ii) the Municipality or its designee, as provided in subsection (c) above, and (iii) an Ineligible Purchaser, as provided in subsection (d) above.

(f) Nothing in this Deed Rider or the Regulatory Agreement constitutes a promise, commitment or guarantee by DHCD, MassHousing, the Municipality or the Monitoring Agent that upon resale the Owner shall actually receive the Maximum Resale Price for the Property or any other price for the Property.

(g) The holder of a mortgage on the Property is not obligated to forbear from exercising the rights and remedies under its mortgage, at law or in equity, after delivery of the Conveyance Notice.

5. Delivery of Deed.

(a) In connection with any conveyance pursuant to an option to purchase as set forth in Section 4 above, the Property shall be conveyed by the Owner to the selected purchaser by a good and sufficient quitclaim deed conveying a good and clear record and marketable title to the Property free from all encumbrances except (i) such taxes for the then current year as are not due and payable on the date of delivery of the deed, (ii) any lien for municipal betterments assessed after the date of the Conveyance Notice, (iii) provisions of local building and zoning laws, (iv) all easements, restrictions, covenants and agreements of record specified in the deed from the Owner to the selected purchaser, (v) such additional easements, restrictions, covenants and agreements of record as the selected purchaser consents to, such consent not to be unreasonably withheld or delayed, (vi) the Regulatory Agreement, and (vii), except as otherwise provided in the Compliance Certificate, a Deed Rider identical in form and substance to this Deed Rider which the Owner hereby agrees to execute, to secure execution by the selected purchaser, and to record with the deed. **Said deed shall clearly state that it is made subject to the Deed Rider which is made part of the deed.** Failure to comply with the preceding sentence shall not affect the validity of the conveyance from the Owner to the selected purchaser or the enforceability of the restrictions herein.

(b) Said deed, including the approved Deed Rider, shall be delivered and the purchase price paid (the "**Closing**") at the Registry, or at the option of the selected purchaser, exercised by written notice to the Owner at least five (5) days prior to the delivery of the deed, at such other place as the selected purchaser may designate in said notice. The Closing shall occur at such time and on such date as shall be specified in a written notice from the selected purchaser to the Owner, which date shall be at least five (5) days after the date on which such notice is given, and no later than the end of the time period specified in Section 4(a) above.

(c) To enable Owner to make conveyance as herein provided, Owner may, if Owner so desires at the time of delivery of the deed, use the purchase money or any portion thereof to clear the title of any or all encumbrances or interests, all instruments with respect thereto to be recorded simultaneously with the delivery of said deed. Nothing contained herein as to the Owner's obligation to remove defects in title or to make conveyance or to deliver possession of the Property in accordance with the terms hereof, as to use of proceeds to clear title or as to the election of the selected purchaser to take title, nor anything else in this Deed Rider shall be deemed to waive, impair or otherwise affect the priority of the rights herein over matters appearing of record, or occurring, at any time after the recording of this Deed Rider, all such matters so appearing or occurring being subject and subordinate in all events to the rights herein.

(d) Water and sewer charges and taxes for the then current tax period shall be apportioned and fuel value shall be adjusted as of the date of Closing and the net amount thereof shall be added to or deducted from, as the case may be, the purchase price payable by the selected purchaser.

(e) Full possession of the Property free from all occupants is to be delivered at the time of the Closing, the Property to be then in the same condition as it is in on the date of the execution of the purchase and sale agreement, reasonable wear and tear only excepted.

(f) If Owner shall be unable to give title or to make conveyance as above required, or if any change of condition in the Property not included in the above exception shall occur, then Owner shall be given a reasonable time not to exceed thirty (30) days after the date on which the Closing was to have occurred in which to remove any defect in title or to restore the Property to the condition herein required. The Owner shall use best efforts to remove any such defects in the title, whether voluntary or involuntary, and to restore the Property to the extent permitted by insurance proceeds or condemnation award. The Closing shall occur fifteen (15) days after notice by Owner that such defect has been cured or that the Property has been so restored. The selected purchaser shall have the election, at either the original or any extended time for performance, to accept such title as the Owner can deliver to the Property in its then condition and to pay therefor the purchase price without deduction, in which case the Owner shall convey such title, except that in the event of such conveyance in accordance with the provisions of this clause, if the Property shall have been damaged by fire or casualty insured against or if a portion of the Property shall have been taken by a public authority, then the Owner shall, unless the Owner has previously restored the Property to its former condition, either:

(A) pay over or assign to the selected purchaser, on delivery of the deed, all amounts recovered or recoverable on account of such insurance or condemnation award less any amounts reasonably expended by the Owner for any partial restoration, or

(B) if a holder of a mortgage on the Property shall not permit the insurance proceeds or the condemnation award or part thereof to be used to restore the Property to its former condition or to be so paid over or assigned, give to the selected purchaser a credit against the purchase price, on delivery of the deed, equal to said amounts so retained by the holder of the said mortgage less any amounts reasonably expended by the Owner for any partial restoration.

6. Resale and Transfer Restrictions.

(a) Except as otherwise provided herein, the Property or any interest therein shall not at any time be sold by the Owner, or the Owner's successors and assigns, and no attempted sale shall be valid, unless the aggregate value of all consideration and payments of every kind given or paid by the selected purchaser of the Property for and in connection with the transfer of such Property, is equal to or less than the Maximum Resale Price for the Property, and unless a certificate (the "Compliance Certificate") is obtained and recorded, signed and acknowledged by the Monitoring Agent which Compliance Certificate refers to the Property, the Owner, the selected purchaser thereof, and the Maximum Resale Price therefor, and states that the proposed conveyance, sale or transfer of the Property to the selected purchaser is in compliance with the rights, restrictions, covenants and agreements contained in this Deed Rider, and unless there is also recorded a new Deed Rider executed by the selected purchaser, which new Deed Rider is identical in form and substance to this Deed Rider.

(b) The Owner, any good faith purchaser of the Property, any lender or other party taking a security interest in such Property and any other third party may rely upon a Compliance Certificate as conclusive evidence that the proposed conveyance, sale or transfer of the Property to the selected purchaser is in compliance with the rights, restrictions, covenants and agreements contained in this Deed Rider, and may record such Compliance Certificate in connection with the conveyance of the Property.

(c) Within ten (10) days of the closing of the conveyance of the Property from the Owner to the selected purchaser, the Owner shall deliver to the Monitoring Agent a copy of the Deed of the Property, including the deed rider, together with recording information. Failure of the Owner, or Owner's successors or assigns to comply with the preceding sentence shall not affect the validity of such conveyance or the enforceability of the restrictions herein.

7. Survival of Restrictions Upon Exercise of Remedies by Mortgagees.

(a) The holder of record of any mortgage on the Property (each, a "Mortgagee") shall notify the Monitoring Agent, the Municipality and any senior Mortgagee(s) in the event of any default for which the Mortgagee intends to commence foreclosure proceedings or similar remedial action pursuant to its mortgage (the "Foreclosure Notice"), which notice shall be sent to the Monitoring Agent and the Municipality as set forth in this Deed Rider, and to the senior Mortgagee(s) as set forth in such senior Mortgagee's mortgage, not less than one hundred twenty (120) days prior to the foreclosure sale or the acceptance of a deed in lieu of foreclosure. The Owner expressly agrees to the delivery of the Foreclosure Notice and any other communications and disclosures made by the Mortgagee pursuant to this Deed Rider.

(b) The Owner grants to the Municipality or its designee the right and option to purchase the Property upon receipt by the Municipality of the Foreclosure Notice. In the event that the Municipality intends to exercise its option, the Municipality or its designee shall purchase the Property within one hundred twenty (120) days of receipt of such notice, at a price equal to the greater of (i) the sum of the outstanding principal balance of the note secured by such foreclosing Mortgagee's mortgage, together with the outstanding principal balance(s) of any note(s) secured by mortgage(s) senior in priority to such mortgage (but in no event shall the aggregate amount thereof be greater than one hundred percent (100%) of the Maximum Resale Price calculated at the time of the granting of the mortgage) plus all future advances, accrued interest and all reasonable costs and expenses which the foreclosing Mortgagee and any senior Mortgagee(s) are entitled to recover pursuant to the terms of such mortgages (the "Mortgage Satisfaction Amount"), and (ii) the Maximum Resale Price (which for this purpose may be less than the purchase price paid for the Property by the Owner)(the greater of (i) and (ii) above herein referred to as the "Applicable Foreclosure Price"). The Property shall be sold and conveyed in its then-current "as is, where is" condition, without representation or warranty of any kind, direct or indirect, express or implied, and with the benefit of and subject to all rights, rights of way, restrictions, easements, covenants, liens, improvements, housing code violations, public assessments, any and all unpaid federal or state taxes (subject to any rights of redemption for unpaid federal taxes), municipal liens and any other encumbrances of record then in force and applicable to the Property having priority over such foreclosing Mortgagee's mortgage, and further subject to a Deed Rider identical in form and substance to this Deed Rider which the Owner hereby agrees to execute, to secure execution by the Municipality or its designee, and to record with the deed, except that (i) during the term of

ownership of the Property by the Municipality or its designee the owner-occupancy requirements of Section 2 hereof shall not apply (unless the designee is an Eligible Purchaser), and (ii) the Maximum Resale Price shall be recalculated based on the price paid for the Property by the Municipality or its designee, but not greater than the Applicable Foreclosure Price. **Said deed shall clearly state that it is made subject to the Deed Rider which is made part of the deed.** Failure to comply with the preceding sentence shall not affect the validity of the conveyance from the Owner to the Municipality or its designee or the enforceability of the restrictions herein.

(c) Not earlier than one hundred twenty (120) days following the delivery of the Foreclosure Notice to the Monitoring Agent, the Municipality and any senior Mortgagee(s) pursuant to subsection (a) above, the foreclosing Mortgagee may conduct the foreclosure sale or accept a deed in lieu of foreclosure. The Property shall be sold and conveyed in its then-current "as is, where is" condition, without representation or warranty of any kind, direct or indirect, express or implied, and with the benefit of and subject to all rights, rights of way, restrictions, easements, covenants, liens, improvements, housing code violations, public assessments, any and all unpaid federal or state taxes (subject to any rights of redemption for unpaid federal taxes), municipal liens and any other encumbrances of record then in force and applicable to the Property having priority over the foreclosing Mortgagee's mortgage, and further subject to a Deed Rider, as set forth below.

(d) In the event that the foreclosing Mortgagee conducts a foreclosure sale or other proceeding enforcing its rights under its mortgage and the Property is sold for a price in excess of the greater of the Maximum Resale Price and the Mortgage Satisfaction Amount, such excess shall be paid to the Municipality for its Affordable Housing Fund after (i) a final judicial determination, or (ii) a written agreement of all parties who, as of such date hold (or have been duly authorized to act for other parties who hold) a record interest in the Property, that the Municipality is entitled to such excess. The legal costs of obtaining any such judicial determination or agreement shall be deducted from the excess prior to payment to the Municipality. To the extent that the Owner possesses any interest in any amount which would otherwise be payable to the Municipality under this paragraph, to the fullest extent permissible by law, the Owner hereby assigns its interest in such amount to the Mortgagee for payment to the Municipality.

(e) If any Mortgagee shall acquire the Property by reason of foreclosure or upon conveyance of the Property in lieu of foreclosure, then the rights and restrictions contained herein shall apply to such Mortgagee upon such acquisition of the Property and to any purchaser of the Property from such Mortgagee, and the Property shall be conveyed subject to a Deed Rider identical in form and substance to this Deed Rider, which the Mortgagee that has so acquired the Property agrees to annex to the deed and to record with the deed, except that (i) during the term of ownership of the Property by such Mortgagee the owner-occupancy requirements of Section 2 hereof shall not apply, and (ii) the Maximum Resale Price shall be recalculated based on the price paid for the Property by such Mortgagee at the foreclosure sale, but not greater than the Applicable Foreclosure Price. **Said deed shall clearly state that it is made subject to the Deed Rider which is made part of the deed.** Failure to comply with the preceding sentence shall not affect the validity of the conveyance to the Mortgagee or the enforceability of the restrictions herein.

(f) If any party other than a Mortgagee shall acquire the Property by reason of foreclosure or upon conveyance of the Property in lieu of foreclosure, the Property shall be

conveyed subject to a Deed Rider identical in form and substance to this Deed Rider, which the foreclosing Mortgagee agrees to annex to the deed and to record with the deed, except that (i) if the purchaser at such foreclosure sale or assignee of a deed in lieu of foreclosure is an Ineligible Purchaser, then during the term of ownership of the Property by such Ineligible Purchaser, the owner-occupancy requirements of Section 2 hereof shall not apply, and (ii) the Maximum Resale Price shall be recalculated based on the price paid for the Property by such third party purchaser at the foreclosure sale, but not greater than the Applicable Foreclosure Price. **Said deed shall clearly state that it is made subject to the Deed Rider which is made part of the deed.** Failure to comply with the preceding sentence shall not affect the validity of the conveyance to such third party purchaser or the enforceability of the restrictions herein.

(g) Upon satisfaction of the requirements contained in this Section 7, the Monitoring Agent shall issue a Compliance Certificate to the foreclosing Mortgagee which, upon recording in the Registry, may be relied upon as provided in Section 6(b) hereof as conclusive evidence that the conveyance of the Property pursuant to this Section 7 is in compliance with the rights, restrictions, covenants and agreements contained in this Deed Rider.

(h) The Owner understands and agrees that nothing in this Deed Rider or the Regulatory Agreement (i) in any way constitutes a promise or guarantee by MassHousing, DHCD, the Municipality or the Monitoring Agent that the Mortgagee shall actually receive the Mortgage Satisfaction Amount, the Maximum Resale Price for the Property or any other price for the Property, or (ii) impairs the rights and remedies of the Mortgagee in the event of a deficiency.

(i) If a Foreclosure Notice is delivered after the delivery of a Conveyance Notice as provided in Section 4(a) hereof, the procedures set forth in this Section 7 shall supersede the provisions of Section 4 hereof.

8. Covenants to Run With the Property.

(a) This Deed Rider, including all restrictions, rights and covenants contained herein, is an affordable housing restriction as that term is defined in Section 31 of Chapter 184 of the Massachusetts General Laws, having the benefit of Section 32 of such Chapter 184, and is enforceable as such. This Deed Rider has been approved by the Undersecretary of DHCD.

(b) In confirmation thereof the Grantor and the Owner intend, declare and covenant (i) that this Deed Rider, including all restrictions, rights and covenants contained herein, shall be and are covenants running with the land, encumbering the Property for the Term, and are binding upon the Owner and the Owner's successors in title and assigns, (ii) are not merely personal covenants of the Owner, and (iii) shall enure to the benefit of and be enforceable by the Municipality, the Monitoring Agent and DHCD and their successors and assigns, for the Term. Owner hereby agrees that any and all requirements of the laws of the Commonwealth of Massachusetts have been satisfied in order for the provisions of this Deed Rider to constitute restrictions and covenants running with the land and that any requirements of privity of estate have been satisfied in full.

9. Notice. Any notices, demands or requests that may be given under this Deed Rider shall be sufficiently served if given in writing and delivered by hand or mailed by certified or registered mail, postage prepaid, return receipt requested, to the following entities and parties in

interest at the addresses set forth below, or such other addresses as may be specified by any party (or its successor) by such notice.

Municipality:

Grantor:

Owner:

Monitoring Agent: (1) Director, Local Initiative Program
DHCD
100 Cambridge Street
Boston, MA 02114

Others:

Any such notice, demand or request shall be deemed to have been given on the day it is hand delivered or mailed.

10. Further Assurances. The Owner agrees from time to time, as may be reasonably required by the Monitoring Agent, to furnish the Monitoring Agent upon its request with a written statement, signed and, if requested, acknowledged, setting forth the condition and occupancy of the Property, information concerning the resale of the Property and other material information pertaining to the Property and the Owner's conformance with the requirements of the Comprehensive Permit, Program and Program Guidelines, as applicable.

11. Enforcement. (a) The rights hereby granted shall include the right of the Municipality and the Monitoring Agent to enforce this Deed Rider independently by appropriate legal proceedings and to obtain injunctive and other appropriate relief on account of any violations including without limitation relief requiring restoration of the Property to the condition, affordability or occupancy which existed prior to the violation impacting such condition, affordability or occupancy (it being agreed that there shall be no adequate remedy at law for such violation), and shall be in addition to, and not in limitation of, any other rights and remedies available to the Municipality and the Monitoring Agent.

(b) Without limitation of any other rights or remedies of the Municipality and the Monitoring Agent, or their successors and assigns, in the event of any sale, conveyance or other transfer or occupancy of the Property in violation of the provisions of this Deed Rider, the Municipality and Monitoring Agent shall be entitled to the following remedies, which shall be cumulative and not mutually exclusive:

- (i) specific performance of the provisions of this Deed Rider;
- (ii) money damages for charges in excess of the Maximum Resale Price, if applicable;

(iii) if the violation is a sale of the Property to an Ineligible Purchaser except as permitted herein, the Monitoring Agent and the Municipality shall have the option to locate an Eligible Purchaser to purchase or itself purchase the Property from the Ineligible Purchaser on the terms and conditions provided herein; the purchase price shall be a price which complies with the provisions of this Deed Rider; specific performance of the requirement that an Ineligible Purchaser shall sell, as herein provided, may be judicially ordered.

(iv) the right to void any contract for sale or any sale, conveyance or other transfer of the Property in violation of the provisions of this Deed Rider in the absence of a Compliance Certificate, by an action in equity to enforce this Deed Rider; and

- (v) money damages for the cost of creating or obtaining a comparable dwelling unit for an Eligible Purchaser.

(c) In addition to the foregoing, the Owner hereby agrees and shall be obligated to pay all fees and expenses (including legal fees) of the Monitoring Agent and/or the Municipality in the event successful enforcement action is taken against the Owner or Owner's successors or assigns. The Owner hereby grants to the Monitoring Agent and the Municipality a lien on the Property, junior to the lien of any institutional holder of a first mortgage on the Property, to secure payment of such fees and expenses in any successful enforcement action. The Monitoring Agent and the Municipality shall be entitled to seek recovery of fees and expenses incurred in a successful enforcement action of this Deed Rider against the Owner and to assert such a lien on the Property to secure payment by the Owner of such fees and expenses. Notwithstanding anything herein to the contrary, in the event that the Monitoring Agent and/or Municipality fails to enforce this Deed Rider as provided in this Section, DHCD, if it is not named as Monitoring Agent, shall have the same rights and standing to enforce this Deed Rider as the Municipality and Monitoring Agent.

(d) The Owner for himself, herself or themselves and his, her or their successors and assigns, hereby grants to the Monitoring Agent and the Municipality the right to take all actions with respect to the Property which the Monitoring Agent or Municipality may determine to be necessary or appropriate pursuant to applicable law, court order, or the consent of the Owner to prevent, remedy or abate any violation of this Deed Rider.

12. **Monitoring Agent Services; Fees.** The Monitoring Agent shall monitor compliance of the Project and enforce the requirements of this Deed Rider. As partial compensation for providing these services, a Resale Fee [☒] shall [☐] shall not be payable to the Monitoring Agent on the sale of the Property to an Eligible Purchaser or any other purchaser in accordance with the terms of this Deed Rider. This fee, if imposed, shall be paid by the Owner herein as a closing cost at the time of Closing, and payment of the fee to the Monitoring Agent shall be a condition to

delivery and recording of its certificate, failing which the Monitoring Agent shall have a claim against the new purchaser, his, her or their successors or assigns, for which the Monitoring Agent may bring an action and may seek an attachment against the Property.

13. Actions by Municipality. Any action required or allowed to be taken by the Municipality hereunder shall be taken by the Municipality's Chief Executive Officer or designee.

14. Severability. If any provisions hereof or the application thereof to any person or circumstance are judicially determined, to any extent, to be invalid or unenforceable, the remainder hereof, or the application of such provision to the persons or circumstances other than those as to which it is held invalid or unenforceable, shall not be affected thereby.

15. Independent Counsel. THE OWNER ACKNOWLEDGES THAT HE, SHE, OR THEY HAVE READ THIS DOCUMENT IN ITS ENTIRETY AND HAS HAD THE OPPORTUNITY TO CONSULT LEGAL AND FINANCIAL ADVISORS OF HIS, HER OR THEIR CHOOSING REGARDING THE EXECUTION, DELIVERY AND PERFORMANCE OF THE OBLIGATIONS HEREUNDER.

16. Binding Agreement. This Deed Rider shall bind and inure to the benefit of the persons, entities and parties named herein and their successors or assigns as are permitted by this Deed Rider.

17. Amendment. This Deed Rider may not be rescinded, modified or amended, in whole or in part, without the written consent of the Monitoring Agent, the Municipality and the holder of any mortgage or other security instrument encumbering all or any portion of the Property, which written consent shall be recorded with the Registry.

Executed as a sealed instrument this _____ day of _____, 20__.

Grantor: _____

Owner: _____

By: _____
Its: _____

By: _____

COMMONWEALTH OF MASSACHUSETTS

____ County, ss.

On this ____ day of _____, 20__, before me, the undersigned notary public, personally appeared _____, the _____ of _____ in its capacity as the _____ of _____, proved to me through satisfactory evidence of identification, which was [a current driver's license] [a current U.S. passport] [my personal knowledge], to be the person whose name is signed on the preceding instrument and acknowledged the foregoing instrument to be his or her free act and deed and the free act and deed of _____ as _____ of _____.

Notary Public

My commission expires:

COMMONWEALTH OF MASSACHUSETTS

____ County, ss.

On this ____ day of _____, 20__, before me, the undersigned notary public, personally appeared _____, proved to me through satisfactory evidence of identification, which was [*check one*]: [] a current driver's license, [] a current U.S. passport, [] my personal knowledge, to be the person whose name is signed on the preceding document, and acknowledged to me that he/she signed it voluntarily for its stated purpose.

Notary Public

My commission expires:

EXHIBIT D**CONSENT AND SUBORDINATION OF MORTGAGE
TO REGULATORY AGREEMENT**

Reference is hereby made to a certain Mortgage, Assignment of Leases and Rents, Security Agreement and Fixture Filing (the "Mortgage") dated January 29, 2018 given by Richmond Great Point Development, LLC and Arthur I. Reade, Jr. and Peter D. Kyburg as Trustees of the Auction House Nominee Trust, u/d/t dated February 26, 2015 and filed with Nantucket Registry District of the Land Court as Document No. 147330, to Natick South LLC, filed with said Registry District of the Land Court as Document No. 157520, noted on Certificate of Title No. 24872 (the "Mortgage").

The Undersigned, present holder of said Mortgage, hereby recognizes and consents to the execution and recording of this Regulatory Agreement and Declaration of Restrictive Covenants (the "Agreement") filed herewith and agrees that the aforesaid Mortgage shall be subject and subordinate to the provisions of this Agreement, to the same extent as if said Mortgage had been registered subsequent thereto. The Undersigned further agrees that in the event of any foreclosure or exercise of remedies under said Mortgage it shall comply with the terms and conditions hereof.

NATICK SOUTH LLC, a
Massachusetts limited liability company,

By: _____
Dana W. McCoy, its Manager

COMMONWEALTH OF MASSACHUSETTS

COUNTY OF _____, ss. _____, 2019

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

Notary Public
Print Name:
My Commission Expires:

Doc No: 00161880

NANTUCKET COUNTY LAND COURT
REGISTRY DISTRICT

** RECEIVED FOR REGISTRATION **

On: May 28, 2019 at 11:27A

Document Fee: 150.00 Rec Total: \$375.00

CERTIFICATE No: 24872

Also noted on CERT 25525

Exhibit 3-C



Nantucket Planning Board

SPECIAL PERMIT DECISION WITH (MAJOR) SITE PLAN REVIEW (SPR)

“SANDPIPER PLACE II” (NORTH) WORKFORCE HOMEOWNERSHIP DEVELOPMENT PROJECT

30, 32, 34, and 35 Daffodil Lane (Entirety of all Properties), 3, 4, 5, 7, 9, and 10 Mayflower Circle (Entirety of all Properties), 6 and 8 Mayflower Circle (Portions of both Properties), 73 Old South Road (a Portion of), 75(A) Old South Road (a Portion of), (Portion of) a “Private Way” Adjacent to / East of 73 Old South Road, (the Western Portion of) the Daffodil Lane Right of Way, and (the Western Portion of) the Mayflower Circle Right of Way

Planning Board File # 54-16

Owner / Applicant: Richmond Great Point Development LLC

Nantucket Tax Assessors Map and Parcels:

Map 68, Parcel 739 (Entirety of) (30 Daffodil Lane), Map 68, Parcel 740 (Entirety of) (32 Daffodil Lane), Map 68, Parcel 741 (Entirety of) (34 Daffodil Lane), Map 68, Parcel 742 (Entirety of) (35 Daffodil Lane), Map 68, Parcel 736 (Entirety of) (3 Mayflower Circle), Map 68, Parcel 729 (Entirety of) (4 Mayflower Circle), Map 68, Parcel 735 (Entirety of) (5 Mayflower Circle), Map 68, Parcel 730 (a Portion of) (6 Mayflower Circle), Map 68, Parcel 734 (Entirety of) (7 Mayflower Circle), Map 68, Parcel 731 (a Portion of) (8 Mayflower Circle), Map 68, Parcel 733 (Entirety of) (9 Mayflower Circle), Map 68, Parcel 732 (Entirety of) (10 Mayflower Circle), Map 68, Parcel 129 (a Portion of) (73 Old South Road), Map 68, Parcel 999.2 (a Portion of) (75(A) Old South Road), n/a (Entirety of) “Private Way” (Adjacent to / East of 73 Old South Road), n/a (the Western Portion of) the Daffodil Lane Right of Way, an n/a (the Western Portion of) the Mayflower Circle Right of Way

Nantucket Registry District Title:

Lot 628 on Land Court Plan 16514-40 (Certificate of Title 24872) (30 Daffodil Lane)
Lot 629 on Land Court Plan 16514-40 (Certificate of Title 24872) (32 Daffodil Lane)
Lot 630 on Land Court Plan 16514-40 (Certificate of Title 24872) (34 Daffodil Lane)
Lot 631 on Land Court Plan 16514-40 (Certificate of Title 24872) (35 Daffodil Lane)
Lot 625 on Land Court Plan 16514-40 (Certificate of Title 24872) (3 Mayflower Circle)
Lot 618 on Land Court Plan 16514-40 (Certificate of Title 24872) (4 Mayflower Circle)
Lot 624 on Land Court Plan 16514-40 (Certificate of Title 24872) (5 Mayflower Circle)
Lot 619 on Land Court Plan 16514-40 (Certificate of Title 24872) (6 Mayflower Circle)

(Listing is Continued on the Following Page)

2017 MAR -9 PM 1:49
NANTUCKET
TOWN CLERK

Nantucket Registry District Title: (Continued from Previous Page)

Lot 623 on Land Court Plan 16514-40 (Certificate of Title 24872) (7 Mayflower Circle)
Lot 620 on Land Court Plan 16514-40 (Certificate of Title 24872) (8 Mayflower Circle)
Lot 622 on Land Court Plan 16514-40 (Certificate of Title 24872) (9 Mayflower Circle)
Lot 621 on Land Court Plan 16514-40 (Certificate of Title 24872) (10 Mayflower Circle)
Lot 853 on Land Court Plan 16514-97 (Certificate of Title 24872) (73 Old South Road)
Lot 858 on Land Court Plan 16514-100 (Certificate of Title 25525) (75(A) Old South Road)
(No Title Reference) (Entirety of) "Private Way" (Adjacent to / East of 73 Old South Road)
Lot 663 on Land Court Plan 16514-40 (Certificate of Title 24872) (Daffodil Lane Right of Way)
Lot 615 on Land Court Plan 16514-40 (Certificate of Title 24872) (Mayflower Circle Right of Way)

Applicable Zoning:

Residential-5 (R-5) Zoning District - Eligible for "Workforce Homeownership Housing Bonus Lots Allowance" Under Zoning Bylaw Section 139-8(D)

February 23, 2017

Project Overview:

The Planning Board of the Town of Nantucket held public hearings to consider a request by Richmond Great Point Development LLC (as Owner / Applicant) for the issuance of a Special Permit, requiring (Major) Site Plan Review, to allow for the development of fifty-two (52) buildable workforce homeownership lots and associated roadways and infrastructure.

The project, to be known as "Sandpiper Place II" (North) is located on a +/- 9.85 acre area, the majority of which is a portion of the previously subdivided land which had comprised a portion of the Cedar Crest III subdivision, originally endorsed in 2000. The proposed project is configured as part of a master-planned "neighborhood" style setting, integrated with connecting roadways, parking, open space areas, pedestrian / bicycle paths, and landscaping.

The entirety of the Sandpiper Place II (North) Workforce Homeownership Development Project is designated within the Residential-5 (R-5) zoning district, as set forth and described in Section 139-3(A) (Districts Enumerated), Section 139-7 (Use Chart), and Section 139-16 (A-E) (Intensity Regulations) of the Town of Nantucket Zoning Bylaw. The subject property is also located within the Town Overlay District (TOD) as described in Section 139-12E of the Zoning Bylaw and the Public Wellhead Recharge (PWR) Overlay District and, as such, any future development within the property must comply with the provisions of Section 139-12(B) of the Zoning Bylaw (including the requirement that "all land uses, buildings, and accessory structures, that result in rendering impervious more than 15% or 2,500 square feet of any lot, whichever is greater" shall be prohibited "unless a system for artificial recharge of 95% of annual precipitation is provided that will not result in the degradation of groundwater quality").

The Planning Board notes that a Definitive Subdivision Plan (AR) (Planning Board File # 8025) creating the underlying lots for this Special Permit was approved on January 26, 2017. The special permit application was filed and reviewed by the Planning Board for consistency with the Zoning Bylaw, particularly with respect to the workforce homeownership housing bonus lots allowance provisions of Section 139-8(D) of the Zoning Bylaw.

Project Description:

The Sandpiper Place II (North) project implements the zoning initiative approved in Article # 2 of the November 9, 2015 Special Town Meeting, the provisions of which are codified as Section 139-8(D) (Residential Development Options) of the Zoning Bylaw.

Twenty-five percent (25%) of all of the buildable lots (52 total buildable lots x .25 affordable multiplier = 13 affordable lots / homes) will be designated as affordable with completed (move-in ready) detached single family homes. Affordability criteria (such as income qualification and maximum initial sales price limits) were agreed to by and between the Owner / Applicant and the Town of Nantucket Board of Selectmen pursuant to a *Memorandum of Agreement* (MOA) dated November 9, 2015. Zoning changes contained within Articles #1 and #2 were approved by the voters at a Special Town Meeting held on November 9, 2015, and codified as Section 139-8D of the Zoning Bylaw.

These criteria established two categories, or tiers, of affordability; one “traditional” affordability category tied to the 80% of Area Median Income (AMI) limits (and the associated maximum initial sales price limits) which have been codified into regulations by the Commonwealth of Massachusetts under Chapter 40B of state law and its related guidelines, as issued by the Commonwealth of Massachusetts Department of Housing and Community Development (DHCD); and one “local” or “Nantucket” affordability category tied to the 175% of AMI limits (and the associated maximum initial sales price limits) to facilitate the eligibility of Nantucket rear-round families with two-income earners).

The workforce homeownership housing initiative allows for a development to be eligible for a thirty-three percent (33%) lot density bonus, pursuant to Section 139-8D(2)(a)(1) of the Zoning Bylaw, above the maximum baseline lot density set forth in the underlying zoning district based on the reservation of at least twenty-five percent (25%) of the total number of lots (inclusive of the lots achieved through the density bonus allowance) to be sold to buyers who qualify under the 80% AMI or the 175% AMI income limits. The criteria and calculations which are applicable to the “conforming subdivision” and the “workforce homeownership housing bonus lots” for the proposed project, as relates to these requirements, are described in more detail below.

An increment of seventy percent (70%) of all of the affordable homes within the project, equal to nine (9) of the thirteen (13) total affordable homes, the maximum increment allowed under state law, will be sold to buyers who qualify for the “local preference” including individuals who are: (1) current local residents, (2) current municipal employees, (3) employees of any local (private) businesses, and (4) non-residents with children attending local schools.

Accordingly, as a result of the designation of the seventy-five percent (75%) proportion of all of the twenty-five percent (25%) increment of the total number of affordable homes to be sold to buyers meeting the “traditional” affordability criteria, tied to the 80% of (AMI) limits (and associated maximum initial sales price limits) which have been codified by the Commonwealth of Massachusetts under the Chapter 40B of state law, an increment of ten (10) of the total thirteen (13) affordable homes to be developed within the project, will be eligible to qualify as Local Action Units (LAU’s) under the Local Initiative Program (LIP) for inclusion on the Subsidized Housing

Inventory (SHI) of the Town of Nantucket as such programs are administered and as such inventory is maintained by the Commonwealth of Massachusetts Department of Housing Community Development (DHCD), a status that is particularly important in the Town's objective of achieving a greater supply of affordable housing within the community as stated in the Housing Production Plan.

The homes comprising the remaining four (4) of the total thirteen (13) affordable homes to be developed within the project, will be sold to buyers meeting the "local" or "Nantucket" affordability threshold, tied to the 175% of AMI limits (and associated maximum initial sales price limits) to facilitate the eligibility of two-income family, year round Nantucket residents that the workforce housing zoning initiative was primarily targeted to serve.

The aforementioned three (3) 175% of AMI limit affordable homes will not be eligible to qualify as LAU's under the LIP for inclusion on the SHI of the Town of Nantucket as such programs are administered and as such inventory is maintained by the DHCD, but that the provision of a certain number of homes to be specifically targeted to this "local" or "Nantucket" affordability buyer pool, many of whom are slightly above the "traditional" (80% AMI income limit and qualification threshold) but do not have the means to purchase a market rate home, is an important community priority, as part of the overall effort to resolve the local housing affordability crisis that exists in the community.

Basis of the Findings:

The Planning Board evaluated this application in its capacity as the Special Permit Granting Authority by reviewing the following documents:

- A "Memorandum of Agreement" dated November 9, 2015 between Richmond Great Point Development LLC and the Town of Nantucket Board of Selectmen.
- The Workforce Housing Needs Assessment, Nantucket, Massachusetts, dated April 2015, by RKG Associates Inc., as prepared for Housing Nantucket.
- An "Application for a Special Permit" form, dated September 9, 2016 (and as time stamped as received by the Town of Nantucket Town Clerk and the Town of Nantucket Planning and Land Use Services (PLUS) Department on September 13, 2016).
- A cover letter including a variety of detailed project description and technical information entitled "Submittal of Application for Special Permit (Workforce Rental Community)" dated September 12, 2016 (and as time stamped as received by the Town of Nantucket Town Clerk and the Town of Nantucket Planning and Land Use Services (PLUS) Department on September 13, 2016).
- A plan set entitled Definitive Subdivision Plan, "Sandpiper Place" Single Family Homeownership Project as prepared by Green Seal Environmental, Inc., dated August 3, 2016, depicting the subdivision of the lots along with the applicable / customary notes and details (totaling 31 sheets).

- A plan set entitled Definitive Subdivision Plan, "Sandpiper Place" Single Family Homeownership Project as prepared by Bohler Engineering, dated December 5, 2016, depicting the subdivision of the lots along with the applicable / customary notes and details (totaling 31 sheets) (this superseded the plan set described above, prepared by Green Seal Environmental, Inc., dated August 3, 2016).
- The "Master Plan" Richmond Great Point Development LLC Old South Road Properties Nantucket MA (multiple revisions, with most recent revision dated January 26, 2017), prepared by Bohler Engineering (Exhibit - Plan / 1 Sheet).
- The "Potential Roadway Categorization Exhibit" (Exhibit) Richmond Great Point Development LLC Old South Road Properties Nantucket MA, dated January 9, 2017, prepared by Bohler Engineering (Exhibit - Plan / 1 Sheet).
- The "Typical Roadway Section" (Exhibit) Richmond Great Point Development LLC Old South Road Properties Nantucket MA, dated January 9, 2017, prepared by Bohler Engineering (Exhibit - Plan / 1 Sheet).
- The "Traffic Impact and Access Study" Old South Road Mixed-Use Development Nantucket, Massachusetts, dated August 26, 2016, prepared by Ron Muller & Associates (Including Various Conceptual Design Plans), the "Peer Review" (Letter) Old South Road Mixed-Use Development Nantucket, Massachusetts, dated October 21, 2016, prepared by Tetra Tech, the "Response to Traffic Peer Review Comments" (Including Various Updated Conceptual Design Plans) Old South Road Mixed-Use Development Nantucket, Massachusetts, dated January 12, 2017, prepared by Ron Muller & Associates and the "Peer Review (2nd Letter)" (Letter) Old South Road Mixed-Use Development Nantucket, Massachusetts, dated February 7, 2017, prepared by Tetra Tech.
- The "Supplemental Trip Generation and Traffic Impact Sensitivity Analysis" Prospective Development of Accessory, Secondary, Tertiary, or Duplex Dwellings Proposed "Sandpiper Place" Single Family Housing Subdivisions, Nantucket MA, dated January 17, 2017, prepared by Ron Muller & Associates and the "Trip Generation Request" (Letter) Old South Road Mixed-Use Development Nantucket, Massachusetts, dated January 25, 2017, prepared by Tetra Tech.
- The "Fiscal Impact Analysis" Meadows II and Sandpiper Place Development Project, Nantucket Massachusetts, dated September 21, 2016, prepared by Connery Associates, and the "Review of Sandpiper Place, Meadows II Fiscal Impact Analysis", dated January 25, 2017, prepared by RKG Associates, Inc.
- The "Dimensioned Lotting Plan" (Including Accompanying Cover Letter) In Support of Application for Special Permit (Workforce Homeownership Housing) Sandpiper Place II (North) Single Family (Home Ownership) Housing Development, dated January 17, 2017, prepared by Bohler Engineering (Plans / 3 Sheets) and dated January 16, 2017, prepared by The Richmond Company, Inc. (Cover Letter)

- The technical review and comments and input provided to the owner / applicant at a series of three “coordinated review meetings” conducted on July 5, 2016, October 2, 2016, and December 20, 2016 by the Nantucket Planning and Land Use (PLUS) Department staff with input provided by staff representatives of other Town departments (including, but not limited to the: Nantucket Department of Public Works, Nantucket Fire Department, Nantucket Police Department, Nantucket Health Department, and the Nantucket Department of Natural Resources).
- Assorted correspondence and documents that are on file with the Planning Board, File # 54-16

In addition, the Planning Board considered representation and testimony received in connection with the public hearings held by the Planning Board on October 13, 2016, October 27, 2016, January 9, 2017, January 19, 2017, January 26, 2017, February 2, 2017, February 13, 2017, February 16, 2017, and February 23, 2017. Minutes of these meetings are on file with the Planning Board.

Findings:

Based on its review of the application in accordance with the Zoning Act (MGL c. 40A), the Zoning Bylaw, the above-referenced documents, plans, and other materials submitted by the Applicant, et al., and the testimony received at the public hearings, the Planning Board finds that:

- a. The proposed development is consistent with the provisions of The Zoning Act of the Commonwealth of Massachusetts (MGL c. 40A) and the local Zoning Bylaw.
- b. The development provides a greater diversity of housing opportunities to residents in fulfillment of the objectives cited in the Nantucket Master Plan, as adopted by Article 26 at the 2009 Annual Town Meeting.
- c. The proposed development is in harmony with the general purpose and intent of Article # 2 as approved at the November 9, 2015 Special Town Meeting and Section 139-8D of the Zoning Bylaw incentivizing the creation of workforce and affordable home ownership housing opportunities.
- d. The proposed project meets the criteria to qualify for density bonus lots. The applicant documented that a conventional subdivision could be created with a total of forty-five (45) buildable residential lots, which meet all of the 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 a result, the project qualifies for an increment of up to fourteen (14) “bonus lots” which confirms that the project area could include a total of up to fifty-nine (59) total buildable residential lots, subject to compliance with the accompanying affordability requirements, which is seven (7) buildable residential lots more than the fifty-two (52) total buildable residential lots which are depicted on the proposed plan (inclusive of the “bonus lots”).
- e. Implementation of the development will create a compact neighborhood having consistency and flexibility in its layout and design, proximate to compatible adjacent commercial uses for the convenience of its occupants.

- f. The conditions imposed hereby ensure that certain units in the proposed project will be eligible for approval as Local Action Units (LAU) through the Local Initiative Program (LIP) and will be included on the Town's Subsidized Housing Inventory.
- g. The project approved hereby furthers the objectives of and serves to implement the Housing Goals and Implementation Strategies of the Nantucket Chapter 40B Housing Production Plan, dated July 2016, by RKG Associates Inc., as prepared for the Nantucket Affordable Housing Trust and Nantucket Planning and Land Use Services Department.
- h. The project complies with the following review objectives contained within Section 139-23E of the Zoning Bylaw, as modified and/or conditioned as applicable:
 1. *Protection of public amenities and abutting properties through the mitigation of any detrimental impacts of any proposed use:* adjacent public facilities and roadways are enhanced and new public facilities are introduced within the project area to serve existing and future residents. Effects to abutting properties are minimized through the provision of larger lots with dwelling unit restrictions in the vicinity of Daffodil Lane, Mayflower Circle, and Evergreen Way.
 2. *Protection of unique, natural, scenic, or historic features of the site, and the minimization of the obstruction of scenic views, where applicable:* not applicable.
 3. *Safety and convenience of pedestrian and vehicular movement within the site, and in relation to rights-of-way and properties in proximity to the site:* sidewalks and pedestrian access points connecting the development to adjacent existing and proposed neighborhoods, and to Old South Road, are required. Throughout the development, direct driveway access points onto the internal roadway network are minimized. Roadway width and design is appropriate for the scale and density of the development.
 4. *Adequacy of proposed sewage and refuse disposal, and drainage of surface and subsurface water:* all units within the development will be served by municipal water and sewer systems. The Applicant is also funding a +/- \$275,000 upgrade to the operating systems and redundancy of the "South Valley" Sewer Pumping Station (owned and operated by the Town of Nantucket) and located across Old South Road from the project site. Stormwater management was reviewed for conformance with Section 139-12B of the Zoning Bylaw and the "Rules and Regulations Governing the Subdivision of Land". Refuse disposal for the individual lots will be handled consistent with established residential practices.
 5. *Adequacy of off-street parking and loading:* on-site parking for each lot will be provided pursuant to Section 139-18 of the Zoning Bylaw. In addition, on-street parking has been included as part of the roadway design for the development.
 6. *Minimization of traffic and safety impacts upon public and private rights-of-way:* vehicular and pedestrian improvements are consistent with the "Traffic Impact and Access Study" referenced in the "Basis of the Findings" section of this decision. Proposed vehicular and pedestrian improvements, as detailed herein, will serve to mitigate traffic congestion and reduce the need for additional vehicle trips to

already congested areas of the Town of Nantucket. This mitigation includes, but is not limited to the widening and improvement of Old South Road for a +/- 1,500 linear foot length in the vicinity of the project site (including tuning lanes, turning pockets, and landscaped medians).

7. *Adequacy of Town services and infrastructure:* based on the conclusions of the "Fiscal Impact Analysis", as reviewed by RKG Associates, this development provides needed housing and does not render Town services or infrastructure to be inadequate in any way.
- i. The project complies with the following performance standards pursuant to Section 139-23F of the Zoning Bylaw, as modified and/or conditioned as applicable:
 1. *To the extent feasible, access to the site shall be provided utilizing a common driveway or a side street;*
 2. *Driveway accesses shall be limited to the minimum width necessary for safe entering and exiting, and shall be designed to provide adequate sight distances;*
 3. *The project design shall ensure safe pedestrian and vehicular circulation within the site;*
 4. *The special permit granting authority may require that a traffic mitigation plan be submitted, which addresses the traffic impacts of a project through alternative physical layouts, staggered employee work schedules; public transit incentive programs for both employees and customers; or other innovative means of reducing traffic impacts.*
 5. *Sidewalks and/or bicycle paths may be required by the special permit granting authority.*
 6. *Parking areas shall be designed to reduce their visual impact from public and private rights-of-way.*
 7. *The special permit granting authority may, at its discretion, require enhanced landscaping features based on a determination that additional landscaping is necessary to protect abutting properties and public and private roads from incompatible development.*
 8. *All stormwater runoff from impervious surfaces shall be recharged on-site, unless, during the course of site plan review, it is determined by the review authority that recharge is infeasible or is undesirable because of risks to water quality from such recharge.*
 9. *Collection systems for stormwater runoff shall be designed for at least a twenty-five-year storm.*
 10. *The erosion and sedimentation control plan shall be designed to protect drainage systems, surface waters, public and private roads, and abutting properties from site-generated erosion and sedimentation.*

11. *Utilities shall be installed underground where physically and environmentally feasible. Any aboveground improvements ancillary to utility services to a site shall be depicted on the plan, and shall be properly screened.*

12. *Outdoor storage areas must be identified on the plan and details concerning the screening of the storage area from public or private roads shall be provided.*

Performance standards 1, 2, 5, and 6 are addressed by requiring shared driveways and rear access lanes for a substantial number of the lots, which minimize visual impacts from adjacent ways.

Performance standards 3, 4, and 5 have been addressed in the required roadway elements of the project.

Performance standards 6 and 7 have been addressed through the requirement of extensive street tree plantings, including roadway median features and individual planned driveway layouts, which screen parking areas with proscribed landscape features.

Performance standards 8, 9, and 10 have been addressed through stormwater management systems meeting Section 139-12B of the Zoning Bylaw and the "Rules and Regulations Governing the Subdivision of Land". Erosion and sedimentation control was reviewed by the Planning Board consulting engineer and is shown on the definitive subdivision plans.

Performance standard 11 is addressed, as all utilities serving the development will be installed underground in accordance with the requirements of each respective utility.

Performance standard 12 does not apply.

Based on the findings above, the project, as approved hereby, meets the required Site Plan Review guidelines; which supports the Planning Board's grant of special permit relief.

Decision and Conditions of Approval:

The Planning Board is required to render a decision on the application based on the provisions of Section 139-8(D) (Residential Development Options) of the Zoning Bylaw and Section 139-23 (Site Plan Review) of the Zoning Bylaw.

Based on the foregoing application / proposal, the findings, the above referenced documents and the testimony given at the public hearings, the Nantucket Planning Board hereby APPROVES this application based on 5 - 0 vote in favor of approval. Finding that the application is in harmony with the general purposes and intent of the Zoning Bylaw, the Planning Board hereby GRANTS to Owner / Applicant, the following Special Permits and approvals:

1. Special Permit issued to allow for the creation of the Sandpiper Place II (North) Workforce Homeownership Housing Development Project, comprised of a total of fifty-two (52) workforce homeownership lots, inclusive of the "workforce homeownership housing bonus lots" that the project is eligible for, and subject to the affordability criteria and restrictions, all as pursuant to and further described in Section 139-8(D) of the Nantucket Zoning Bylaw.

2. Major Site Plan Review approval, allowing for the development of the project as shown on the project plans, and in accordance with the conditions of approval set forth herein.
3. All other permits and/or approvals, not otherwise specifically enumerated, but which are deemed incidentally necessary or convenient to effectuate the intents of the relief granted hereby.

A. Affordability

1. The Sandpiper Place II (North) Workforce Single-Family Home Ownership Development Project shall consist of fifty-two (52) total buildable lots, inclusive of forty-nine (49) buildable lots to be retained by Applicant, and three (3) buildable lots to be conveyed to NHA Properties, Inc., in accordance with the terms and provisions of that certain *"Restatement of Memorandum of Agreement"*, dated November 16, 2015, by and between Applicant and NHA Properties, Inc., d/b/a Housing Nantucket. In accordance with Section 139-8D of the Zoning By-law, not less than thirteen (13) of the total buildable lots shall be restricted by perpetual covenant running with the land by Applicant prior to the sale the land and home to be built thereupon, to ownership by households earning at or below the area median income (AMI) limits set forth in Section 139-2 of the Zoning By-law (the "AMI Limit Restricted Homes"). The covenant shall be contained in any deed transferring ownership of any AMI Limit Restricted Home and shall be in a form acceptable to Town Counsel. The initial sales price and subsequent sales prices for AMI Limit Restricted Homes sold by owners having households earning at or below the AMI limits set forth in the applicable section of the Zoning Bylaw, shall be subject to and shall the maximum allowable initial sales prices and the maximum allowable resale prices determined in conformity with the calculation methodology and formulas which are set forth in the *"Guidelines for G.L. c. 40B Comprehensive Permit Projects and the Subsidized Housing Inventory"* dated December 2014, as issued by the Commonwealth of Massachusetts DHCD, as amended through the date of this Decision (the "DHCD 40B Guidelines").
2. The thirty-nine (39) buildable lots that are not developed with AMI Limit Restricted Homes shall not be subject to any of the income limit, qualification or initial sale or resale price limitations referenced herein, and shall be considered "market-rate".
3. This Decision is conditioned upon the Applicant's preparation and submission for approval of a Regulatory Agreement (which may be in combination with the Condition imposed in the approval of Applicant's analogous "Sandpiper Place I (South) Workforce Homeownership Development Project" by Decision of the Planning Board dated February 16, 2017) by the Town of Nantucket, acting by and through its Board of Selectmen, and the DHCD. Provided that Applicant has prepared and submitted the same for approval and uses good-faith efforts in negotiating toward the mutually satisfactory execution thereof, Applicant shall not be restricted from requesting or being issued Certificates of Occupancy for structures or buildings constructed upon the market-rate lots, subject only to the aggregate limit imposed in this Decision on Certificates of Occupancy issued in the event the Town or County, as the case may be, of Nantucket accepts the Applicant's offer of performance of the Traffic Mitigation Improvements more particularly described in Condition Number D-1 hereof.

4. Provided that a Regulatory Agreement is executed, this Decision is conditioned upon the Applicant preparing, filing and observing all necessary or requisite formalities of the LIP, as such is administered by the Commonwealth of Massachusetts DHCD such that LAU (i.e., AMI Limit Restricted Homes restricted to sale to owners whose households earn not more than eighty (80%) percent of the Area Median Income (AMI), adjusted for household size, as determined consistent with the income limits issued by the U.S. Department of Housing and Urban Development (HUD), updated annually, as set forth in the DHCD 40B Guidelines) are included in the SHI list for the Town of Nantucket.
5. Prospective buyers of each of the AMI Limit Restricted Homes shall be sourced by way of an affirmative fair housing marketing and resident selection plan and then qualified and selected by a lottery conducted by a qualified third-party in accordance with Section III(C) and Section III(F), respectively, of the DHCD 40B Guidelines, and all costs thereof shall be borne by the Applicant, or the Applicant's successors and assigns.
6. Subject to federal and state fair housing guidelines, regulations and laws, prospective buyers of the AMI Limit Restricted Homes eligible under Section III(D)(3) of the DHCD Chapter 40B Guidelines shall be placed within the local preference lottery pool for up to seventy (70%) percent of all of the AMI Limit Restricted Homes, as so approved.
7. In accordance with Section VI(B)(4)(a) of the DHCD Chapter 40B Guidelines, each of the AMI Limit Restricted Homes shall be indistinguishable from the market-rate homes of the same unit type on the exterior and shall contain comparable base fixtures and finishes on the interior.
8. All 80% AMI restricted lots and all 175% AMI restricted lots shall only contain a single-family dwelling unit. Any ancillary structures allowed within this Decision may also be permitted on the 80% AMI restricted lots or the 175% AMI restricted lots.

B. Housing Type

1. No lot within the Sandpiper Place II (North) Workforce Homeownership Development Project, irrespective of the number of structures approved and erected thereupon, shall contain, in the aggregate, in excess of four (4) bedrooms, unless by advance written approval from both of: (i) the Applicant or the Homeowners' Association established pursuant to the requirement set forth in the decision for the Sandpiper Place II (North) Definitive Subdivision Plan (Planning Board File # 8024) as approved by the Planning Board on January 26, 2017, and following such time as approval authority has been assigned by the Applicant, (ii) the Planning Board, in conjunction with the Lot Configuration Review described in Condition B-6 hereof. In any event, the cumulative number of bedrooms permitted within the Applicant's related workforce housing projects described as the Sandpiper Place I (South) Workforce Homeownership Development Project, the Sandpiper Place II (North) Workforce Homeownership Development Project and the Meadows II Workforce Rental Housing Development Project, all as approved by the Planning Board concurrently with or roughly concurrently with the action of the Planning Board taken hereupon, shall not exceed seven hundred (700) bedrooms.

2. Tertiary dwelling units shall be prohibited on all lots within the Sandpiper Place II (North) Workforce Homeownership Development Project.
3. The development and construction of accessory dwellings, secondary dwellings, garage apartments, and duplex dwellings shall be permitted upon any lot in the Sandpiper Place II (North) Workforce Homeownership Development Project subject to compliance with the cumulative bedroom limit restriction described in Condition B-1, herein, and the restrictions described in Condition B-5 and Condition B-6, also herein.
4. Unless otherwise restricted by the conditions of this Decision, duplex dwelling units are permitted to be developed and constructed upon a cumulative total of not more than nine (9) lots within the Sandpiper Place II (North) Workforce Homeownership Development Project. So long as no more than nine (9) lots have been improved with duplex dwelling units, the Applicant or a subsequent owner of a lot in the Sandpiper Place II (North) Workforce Homeownership Development Project, shall permitted to develop and construct duplex dwelling units upon any lot not otherwise restricted, provided, however, duplex dwelling units shall not be permitted on lots directly abutting lots having an existing or permitted duplex dwelling unit, or upon lots which are located directly across any road from a lot having an existing duplex dwelling unit. For the purposes of this Decision, the duplex rental home recently constructed by NHA Properties, Inc. (Housing Nantucket) on Assessor's Parcel Map 68, Lot 248 shall be counted as one (1) of the nine (9) permitted duplex dwelling units, even though this lot is not part of the proposed project, due to the fact that upon completion of the project roadways, this lot will take frontage and access from Road "D" and will, for all intents and purposes, be incorporated into the project.
5. Prior to the issuance of a building permit for any individual lot, the Applicant, or any successive owner thereof, shall submit a lot configuration review plan to the Planning Board, or its designee, for review and approval. Such plan shall (i) specify the number of bedrooms proposed within any structure, or structures, to be constructed thereupon, (ii) depict the proposed configuration of such structure, or structures, including the front yard setback distance and any driveway(s) improving such lot, and (iii) provide details of proposed landscaping and materials used in the construction of such driveway(s). The Planning Board, or its designee, shall conduct a review of an applicant's plan considering, as factors in its decision, lot size, lot frontage, lot orientation relative to roadway corners and radius curves, the nature and configuration of the proposed landscaping, and the design, location, and orientation of pre-existing improvements and structures on surrounding lots. If an applicant is dissatisfied with a decision rendered on its plan submitted for lot configuration review, the aggrieved applicant may appeal such decision to the Planning Board, if made by a designee, or as otherwise provided by law or in equity, if made by the Planning Board.
6. The location and design of all driveways and all off-street parking layouts serving any individual lot shall be selected from the set of alternatives approved hereby and set forth in Exhibit A to this Decision, unless an alternative design is permitted during the lot configuration review process described in the immediately preceding Condition B-5.

C. Utility, Infrastructure and Improvements

1. All buildings within the Sandpiper Place II (North) Workforce Homeownership Development Project hereby approved by this Decision shall be connected to municipal water and sewer service subject to the payment of all applicable connection fees and other fees (except as may be waived by the Board of Selectmen, acting as the Nantucket Sewer Commission, in accordance with its adopted policy).
2. Prior to the Planning Board's approval of final plans, the Applicant shall obtain a Certificate of Water Quality Compliance (CWQC) from the Wannacomet Water Company.

D. Traffic Mitigation and Improvements

1. All of the traffic mitigation and improvement requirements set forth as Condition D-1(A through E, inclusive) within the Sandpiper I (South) Workforce Homeownership Development Project Definitive Subdivision Plan Decision, dated January 26, 2017, are hereby incorporated by reference into this Decision, in their entirety. In the interest of brevity, the full text of the condition is not repeated herein.
2. Lot 16 shall be required to share a driveway access with Lot 17 within the Sandpiper Place I (South) Workforce Homeownership Development Project. The Applicant shall register the foregoing restriction upon the title of the identified lots upon their conveyance, and such restriction shall be contained within such deed, and any subsequent deed, transferring ownership thereof.
3. Driveway access and / or the passage and re-passage of vehicles to and from Road "A" for access to and from Lots 67, 68, 69, 70, and 71 shall be prohibited.
4. An access lane cleared free of vegetation and obstruction to at least twelve (12) feet in width shall be located along the rear lot lines to provide access to the off-street parking to serve Lots 59, 60, 61, 64, 65, and 66 and is also required to be established along the rear lot lines to provide access for the off-street parking to serve Lots 82, 83, 84, 85, and 86. The access lane along the rear of Lots 59, 60, and 61 shall connect to / from the east-west segment of Road "D" and the access lane along the rear of Lots 64, 65, and 66 shall connect to / from the east-west segment of Road "A" as such are depicted on the Sandpiper Place II (North) Definitive Subdivision Plan (Planning Board File # 8025). The access lane between Lots 82, 83, 84, 85, and 86 and Lots 87, 94, and 95 shall connect to / from the north-south segments of Road D.

E. Phasing and Implementation of Development

1. The Applicant, subject to the proportionate disbursement requirement of Condition Number E-4 and the market-rate to AMI Limit Restricted Homes certificate of occupancy ratio in Condition Number E-3, herein, shall be permitted to phase the construction of its development, in any manner, in the Applicant's sole and absolute discretion, provided however, that the Applicant shall be required to submit a subsequent phasing plan, or plans, to the Planning Board, or its designee, for review and approval.

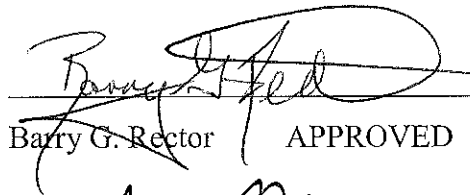
2. A pre-construction meeting shall take place on site. The pre-construction meeting will be organized by the Planning & Land Use Services (PLUS) Department staff upon notification from the applicant that construction of the project is commencing.
3. The Applicant and subsequent owners thereof, in their sole and absolute discretion, shall be permitted to obtain Certificates of Occupancy for an increment of up to thirteen (13) of the primary dwelling units to be constructed upon the market rate lots, at any locations within the project, prior to obtaining the first Certificate of Occupancy for any of the primary dwelling units to be constructed upon any of the 80% AMI restricted lots or any of the 175% AMI restricted lots. Thereafter, the issuance of all Certificates of Occupancy for primary dwelling units within the project is subject to a schedule where the minimum ratio of one (1) primary dwelling unit constructed upon an 80% AMI restricted lot or a 175% AMI restricted lot must be issued for each two (2) primary dwelling units constructed upon market rate lots, regardless of the number of dwelling units on the market rate lot(s). Additional primary dwelling units constructed upon 80% AMI restricted lots or 175% AMI restricted lots are eligible for the issuance of a Certificate of Occupancy at any time and the issuance of such shall be credited against the ratio described above. The Planning Board or its designee shall be required to confirm compliance with this schedule by providing documentation of compliance prior to the issuance of Certificate of Occupancy for all primary dwelling units. For purposes of this Condition E-3, Certificates of Occupancy for non-primary dwelling units (i.e., secondary, accessory, garage apartment units) developed or constructed on market rate lots, 80% AMI restricted lots and 175% AMI restricted lots, shall not be considered in determining compliance with the ratio set forth herein. The Planning Board may, at a public meeting, but without holding a public hearing, waive the requirements of this condition on a case-by-case basis.
4. The AMI Limit Restricted Homes shall be distributed proportionately throughout Sandpiper Place II (North), pursuant to Section VI(B)(4)(d) of the DHCD 40B Guidelines, and in accordance with plans depicting such disbursement which shall be submitted to the Planning Board. Any alteration of the location of the AMI Limit Restricted Homes or their disbursement throughout Sandpiper Place II (North) shall be reviewed and approved by the Planning Board, or their designee.
5. A minimum buffer area of not less than twenty (20') feet shall be established and maintained within the rear portions of the workforce homeownership lots (Lots 8, 9, 10, 11, 12, 13, 14, 15, 16, as numbered on the plans referenced in this Decision) and any abutting residentially zoned land. The Applicant shall impose such restriction, by deed, upon the owner of such lots as abut any property of any such neighboring subdivision at the time of conveyance. No primary dwelling, secondary dwelling, tertiary dwelling shall be located within the buffer area, however single story outbuilding(s), shed(s), stable(s), single bay garage structures, and studio(s), as such terms are defined in Section 139-2 of the Zoning Bylaw shall be allowed to be located within the buffer area, as shall fences, statuary, and other improvements that do not constitute structures, subject to compliance with any other applicable provisions of the Zoning Bylaw.

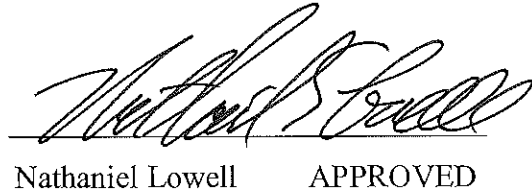
F. General, Regulatory & Miscellaneous Conditions

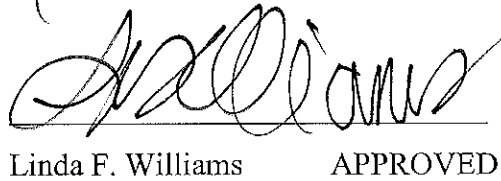
1. Each buildable lot is permitted to be developed, and the Applicant or any successive owners thereof, may construct or cause to be constructed, buildings or structures thereupon consistent with this Decision, and shall not be bound by the required front yard, rear yard and side yard setbacks otherwise applicable in the R-5 zoning district, in accordance with Section 139-8(D)(2)(b) of the Zoning Bylaw.
2. Each buildable lot is permitted to be developed and improved with a Ground Cover Ratio of up to fifty (50%) percent, in excess of the forty (40%) percent ratio which is ordinarily permitted in the R-5 zoning district, in accordance with Section 139-8(d)(2)(c) of the Zoning Bylaw.
3. No lot within Sandpiper Place II (North) shall be permitted to be divided into two (2) lots under the Nantucket Housing Needs Program described in Sections 139-8(B) and 139-8(C) of the Zoning Bylaw.
4. The Applicant may impose privately enforced restrictions, in addition to those required by this Special Permit, running with the land upon any lot, or lots, concerning their use for duplex, secondary or tertiary dwellings, as a result of ongoing negotiations between the Applicant and the Cedar Crest III Homeowner's Association, such restriction shall be imposed by covenant and an independent right of enforcement to be granted to the Planning Board on or before its recording or registration, as the case may be, with the Nantucket County Registry of Deeds or the Nantucket Registry District of the Land Court.
5. The Applicant agrees to continue to work with the Nantucket Regional Transportation Authority (NRTA) to analyze prospective future usage and specific ridership demands on NRTA services and design, and shall mutually determine any potential service routes and facility locations utilizing the Sandpiper Place II (North) Workforce Homeownership Project private roadways.
6. The Planning Board agrees that the commencement of substantial use or construction as such is contemplated in MGL c. 40A Section 9, shall mean the installation and pouring of footings upon one (1) buildable lot.

RECORD OF VOTE AND SIGNATURE PAGE FOLLOWS

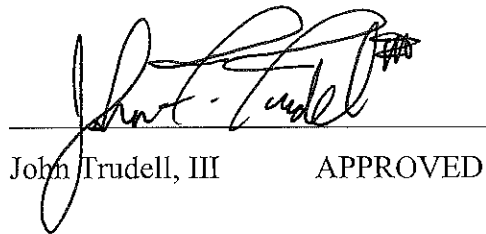
Record of Vote: On February 23, 2017, the Planning Board voted 5 - 0 to **CLOSE** the public hearing, and voted 5 - 0 to **APPROVE** the "Sandpiper Place II" (North) Workforce Homeownership Development Permit Special Permit and (Major) Site Plan Review and to **ENDORSE** this Decision.


Barry G. Rector APPROVED


Nathaniel Lowell APPROVED


Linda F. Williams APPROVED

Joseph Marcklinger APPROVED

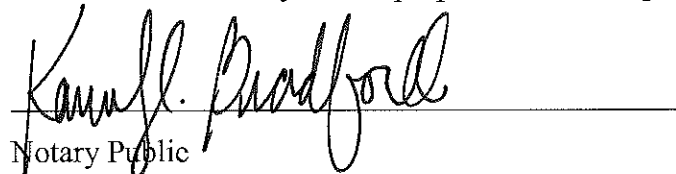

John Trudell, III APPROVED

COMMONWEALTH OF MASSACHUSETTS

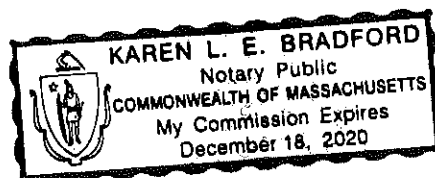
Nantucket, SS

MARCH 8TH, 2017

On the 8TH day of MARCH, 2017, before me, the undersigned notary public, personally appeared NATHANIEL LOWELL, one of the above-named members of the Planning Board of Nantucket, Massachusetts, personally known to me to be the person whose name is signed on the preceding document, and acknowledged that ~~he~~^{she} signed the foregoing instrument voluntarily for the purposes therein expressed.


Notary Public

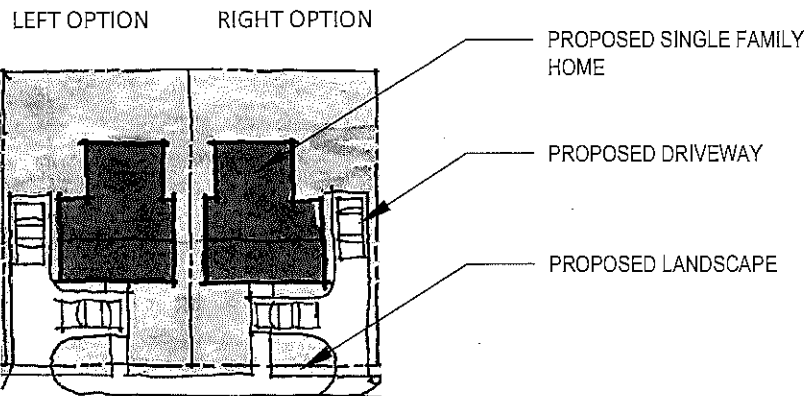
12/18/2020
My Commission Expires



ALTERNATIVE A

SIDE YARD, DRIVEWAY, AND PARKING OFFSET

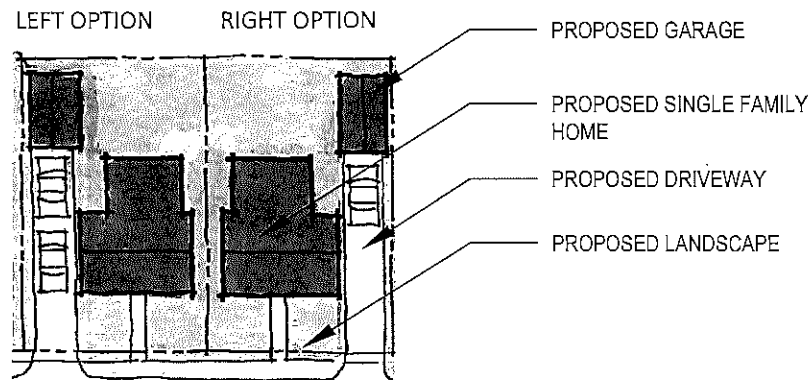
SCALE: 1" = 50'



ALTERNATIVE B

SIDE YARD TANDEM PARKING

SCALE: 1" = 50'



SHEET # 1 OF 3

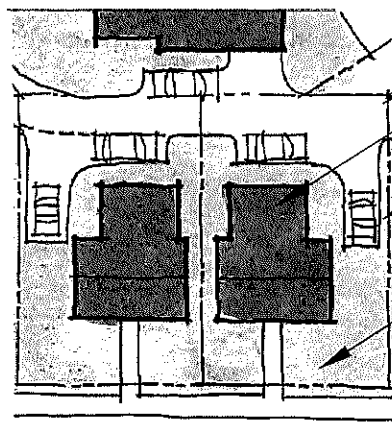
ALTERNATIVE C

REAR YARD, DRIVEWAY, AND PARKING OFFSET

SCALE: 1" = 50'

LEFT OPTION

RIGHT OPTION

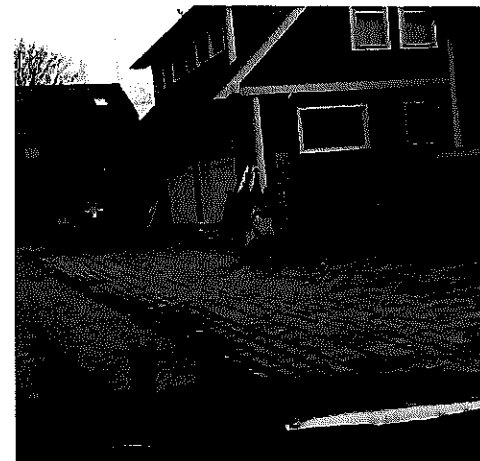


PROPOSED ONE WAY STREET

PROPOSED SINGLE FAMILY HOME

PROPOSED DRIVEWAY

PROPOSED LANDSCAPE



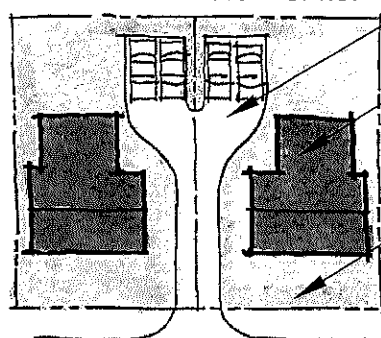
ALTERNATIVE D

SIDE YARD, OFFSET AND SHARED DRIVEWAY AND PARKING

SCALE: 1" = 50'

LEFT OPTION

RIGHT OPTION



PROPOSED SHARED DRIVEWAY

PROPOSED SINGLE FAMILY HOME

PROPOSED LANDSCAPE



SHEET # 2 OF 3

**RICHMOND
GREAT POINT
DEVELOPMENT LLC**

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

PRE-APPROVED DRIVEWAY AND OFF-STREET PARKING
ALTERNATIVES SANDPIPER PLACE WORKFORCE HOMEOWNERSHIP
DEVELOPMENT PROJECT

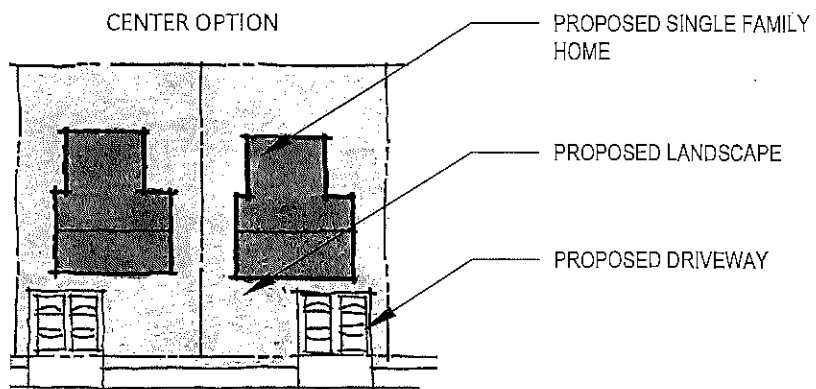
PROJECT: W141196

**BOHLER
ENGINEERING**
352 TURNPIKE ROAD
SOUTH BROOKFIELD, MA
Phone: (508) 453-9500

ALTERNATIVE E

FRONT YARD HEAD IN PARKING

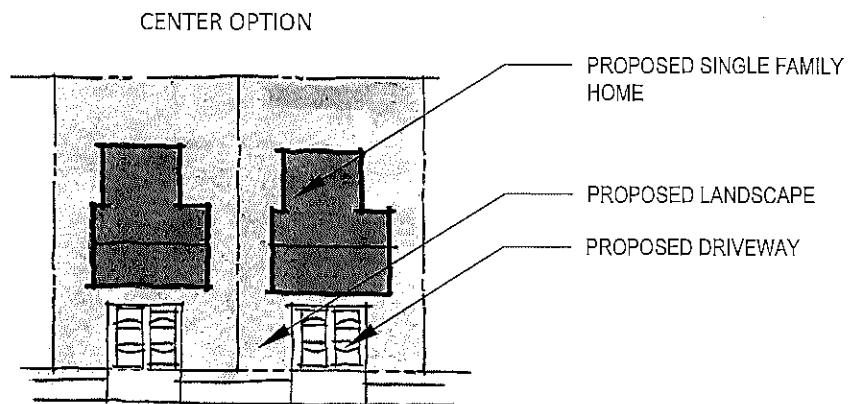
SCALE: 1" = 50'



ALTERNATIVE F

FRONT YARD HEAD IN PARKING

SCALE: 1" = 50'



SHEET # 3 OF 3



2020 00164247

Cert: 24872 Doc: AMENDME
Registered: 01/13/2020 02:36 PM

**FIRST AMENDMENT TO
LOCAL INITIATIVE PROGRAM REGULATORY AGREEMENT
AND
DECLARATION OF RESTRICTIVE COVENANTS
FOR
OWNERSHIP PROJECT
"SANDPIPER PLACE II" (NORTH) WORKFORCE HOMEOWNERSHIP
DEVELOPMENT PROJECT**

This First Amendment to Regulatory Agreement and Declaration of Restrictive Covenants (this "Amendment") is made this 20th day of November, 2019, by and among the Commonwealth of Massachusetts, acting by and through the Department of Housing and Community Development ("DHCD"), pursuant to G.L. c. 23B §1 as amended by Chapter 19 of the Acts of 2007, the Town of Nantucket (the "Municipality"), and Richmond Great Point Development, LLC, a Delaware limited liability company, having an address at 23 Concord Street, Wilmington, Massachusetts 01887, and its successors and assigns (the "Developer").

WITNESSETH:

WHEREAS, DHCD, the Municipality, and the Developer are the parties to that certain Regulatory Agreement and Declaration of Restrictive Covenants (the "Agreement"), dated as of May 3, 2019 and registered as Document No. 161880 with the Nantucket County Registry District of the Land Court; and

WHEREAS, the Agreement provides that Low and Moderate Income Units will be sold for no more than the price set forth in Exhibit B to the Agreement; and

WHEREAS, subsequent to the execution and registration of the Agreement, HUD published updated the area median incomes (for the year 2019) establishing, in part, the sales prices for Low and Moderate Income Units set forth in the Agreement; and

WHEREAS, pursuant to the Agreement DHCD, the Municipality and the Developer have agreed to amend the Agreement to memorialize the updated sales prices for which Low and Moderate Income Units will be sold to Eligible Purchasers; and

WHEREAS, after giving effect to this Amendment, the Low and Moderate Income Units will remain as SHI Eligible Housing, subject to the remaining terms and conditions of the Agreement;

NOW, THEREFORE, in consideration of the agreements and covenants hereinafter set forth, and other good and valuable consideration, the receipt and sufficiency of which each of the parties hereto hereby acknowledge to the other, DHCD, the Municipality, and the Developer hereby agree and covenant as follows:

1. **Amendment to Agreement.** The text of the Exhibit B to the Agreement shall be deleted in its entirety and replaced with the following text:

"Re: SANDPIPER PLACE II (NORTH) WORKFORCE HOMEOWNERSHIP
DEVELOPMENT PROJECT
RICHMOND GREAT POINT DEVELOPMENT, LLC
NANTUCKET, MA

**Maximum Initial Sales Prices, Initial Homeowners Association Fees, and Percentage Interest
Assigned to Low and Moderate Income Units**

	<u>Initial Sales Price</u>	<u>HOA Fee</u>	<u>% Interest</u>
One-bedroom units	\$ n/a	\$ n/a	n/a
Two-bedroom units	\$ 244,200	\$ 40 Per Mo.	1.92 %
Three-bedroom units	\$ 271,900	\$ 40 Per Mo.	1.92 %
Four-bedroom units	\$ n/a	\$ n/a	n/a

Location of Low and Moderate Income Units

The Low and Moderate Income Units are those designated as lot numbers 5, 59, 63*, 67, 74, 77, 81*, 86, and 89 on the Sandpiper Place I and II Homeownership Development Project Lot Allocation Site Plan, attached hereto.

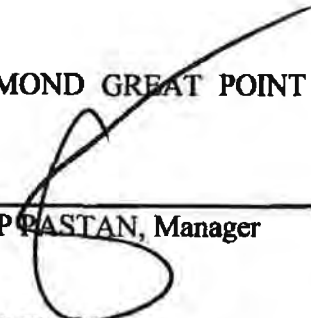
*Lots 63 and 83 contain duplex dwelling units that are all Low and Moderate Income Units. Accordingly, Lots 63 and 83 include four (4) Low and Moderate Income Units in total."

2. **Confirmation.** Except as hereinabove amended, the Agreement shall remain in full force and effect. Except as otherwise herein defined, capitalized terms shall have the same meaning as given to them in the Agreement.

**THE REMAINDER OF THIS PAGE IS INTENTIONALLY BLANK.
SIGNATURES APPEAR ON THE FOLLOIWN PAGE(S).**

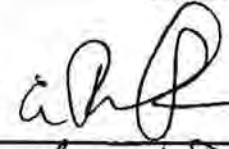
IN WITNESS WHEREOF, the parties hereto have caused this First Amendment to Regulatory Agreement and Declaration of Restrictive Covenants to be executed as a sealed instrument as of the day and year first above written.

RICHMOND GREAT POINT DEVELOPMENT,
LLC



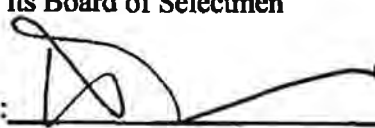
PHILIP PASTAN, Manager

DEPARTMENT OF HOUSING AND
COMMUNITY DEVELOPMENT

By: 

Its: Associate Director

TOWN OF NANTUCKET
By its Board of Selectmen

By: 

Dawn E. Hill Holdgate, Chair

COMMONWEALTH OF MASSACHUSETTS

COUNTY OF Middlesex, ss.

On this 11th day of September, 2019, before me, the undersigned notary public, personally appeared PHILIP PASTAN, proved to me through satisfactory evidence of identification, which were Personal Knowledge, to be the person whose name is signed on the preceding document, as Manager of RICHMOND GREAT POINT DEVELOPMENT, LLC and acknowledged to me that he signed it voluntarily for its stated purpose.





Notary Public

My Commission Expires: 9/26/2019

COMMONWEALTH OF MASSACHUSETTS

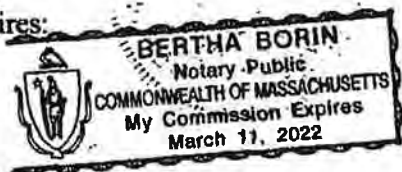
COUNTY OF SUFFOLK, ss.

On this 20th day of November, 2019, before me, the undersigned notary public, personally appeared Catherine Baer, proved to me through satisfactory evidence of identification, which were personal knowledge, to be the person whose name is signed on the preceding document, as Associate Director for the Commonwealth of Massachusetts acting by and through the Department of Housing and Community Development, and acknowledged to me that he/she signed it voluntarily for its stated purpose.

Bertha Borin

Notary Public

My Commission Expires:



COMMONWEALTH OF MASSACHUSETTS

COUNTY OF NANTUCKET, ss.

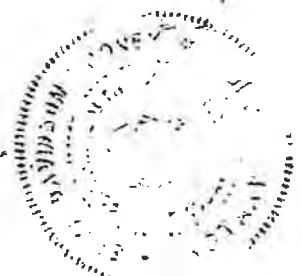
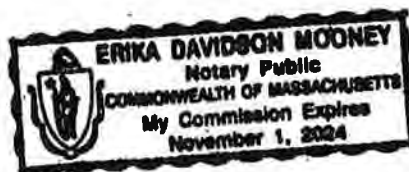
On this 30 day of October, 2019, before me, the undersigned notary public, personally appeared Dawn E. Hill Holdgate, proved to me through satisfactory evidence of identification, which were personal knowledge, to be the person whose name is signed on the preceding document, as Chair of the Board of Selectmen for the Town of Nantucket, and acknowledged to me that she signed it voluntarily for its stated purpose.

Erika Davidson Mooney

Notary Public

Print Name:

My Commission Expires:



DOC No: 00164247

NANTUCKET COUNTY LAND COURT
REGISTRY DISTRICT

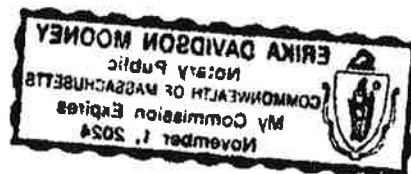
** RECEIVED FOR REGISTRATION **

On: Jan 13, 2020 at 02:36P

Document Fee: 210.00 Rec Total: \$945.00

CERTIFICATE No: 24872

Also noted on CERT 25525





Commonwealth of Massachusetts
**DEPARTMENT OF HOUSING &
COMMUNITY DEVELOPMENT**

Charles D. Baker, Governor ♦ Karyn E. Polito, Lt. Governor ♦ Janelle L. Chan, Undersecretary

May 3, 2019

Jason Bridges, Chair
Board of Selectmen
16 Broad Street
Nantucket, Massachusetts 02554

RE: Local Initiative Program LAU Approval – Sandpiper II (North), Nantucket

Dear Mr. Bridges:

We are pleased to inform you that the Town's application has been approved for Local Action Unit designation fifty-seven (57) ownership homes, eleven (11) of which will be affordable located on Old South Road in Nantucket.

The Local Initiative Program staff has reviewed your application and determined that:

1. The units will serve households with incomes at or below 80% of the area median income.
2. The Town has taken action to aid in the development of the units.
3. The affordable units are restricted, ensuring they will remain affordable in perpetuity.
4. The units are subject to an affirmative and fair marketing plan.

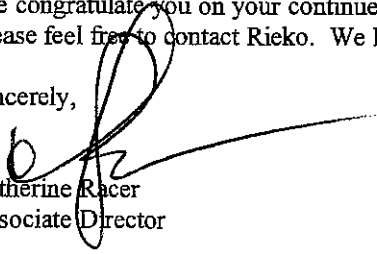
The Department of Housing and Community Development has received documentation supporting these findings. The Town will be responsible for monitoring the units on a yearly basis to certify their compliance with all occupancy restrictions as outlined in the LIP deed rider and ownership Regulatory Agreement.

Please refer to the enclosed instructions describing the documentation to be submitted by your community to DHCD to have the unit added to the Subsidized Housing Inventory.

At least two weeks prior to the sale of each affordable unit, DHCD must receive the Purchase and Sale Agreement, loan commitment letter, and closing attorney contact information for the buyer. These items are used to prepare the documents for the closing and should be sent directly to Rieko Hayashi. Please call her at 617-573-1426 with any questions.

We congratulate you on your continued efforts to bring affordable housing to Nantucket. If you have any questions please feel free to contact Rieko. We look forward to working with you again.

Sincerely,


Catherine Racer
Associate Director

Enc.

cc: Andrew Vorce, Director of Planning
Vicki S., Esq., Town Counsel
Tucker Holland, Housing Specialist
Phil Pastan, Richmond Great Point Development

On Jan 5, 2022, at 2:04 PM, Christos Kuliopulos <ckuliopulos@caphall.com> wrote:

Tucker it is a pleasure to meet you and Happy New Year! We are very excited about Sandpiper Place II and working with you and the Town of Nantucket. You are correct on what we are purchasing, including the AMI housing mix.

We understand the significant immediate need for AMI housing on the island and that was one of the drivers of us coming to an agreement with Richmond to take over the building of the 13 units/homes.

Our goal is to build-out all 37 homes within 30 months and we plan on starting construction this March, including starting the AMI housing. Our Capital program does allow us to build on a speculative basis (including the AMI housing) and given the demand for all types of housing on Nantucket, we believe once we start there will be no start and stop process. Our program is "stick-build" construction and we are evaluating on-site framing as well as some "panelization"; modular homes are not part of our building approach.

Attached is our current phasing plan and this may change somewhat but should be very close to our build-out. For March, depending on the timing of the NHDC, we would like to start on 6 to 8 homes, half being AMI housing. Let me know if you need a more granular level construction schedule and we can provide that as well.

We want to confirm our commitment to building quality AMI housing for the Town of Nantucket and are very familiar with the guidelines and the process and look forward to working with you to build these much needed homes in a timely fashion.

Feel free to call me or e-mail with anything else you need and we look forward to the virtual meeting,

Christos Kuliopulos
Principal
Capital Hall Partners, LLC
Boston, MA
e: ckuliopulos@caphall.com
c: 781-956-0847
www.caphall.com
Los Angeles/Phoenix/Boston

PHASING PLAN

PHASE I

Lot	Style	Market	AMI	Total	Market	AMI	Phase
5	SF		1	1			0
6	SF	1		1			0
7	SF	1		1			0
8	SF	1		1			0
9	SF	1		1			0
10	SF	1		1			0
11	SF	1		1			0
12	SF	1		1			0
13	SF		1	1			0
60	SF	1		1	1		1
63	Duplex		2	2		2	2
67	SF		1	1			0
68	SF	1		1	1		1
69	SF	1		1	1		1
72	SF	1		1	1		1
73	SF	1		1	1		1
74	SF		1	1		1	1
75	SF	1		1	1		1
76	SF	1		1	1		1
77	SF		1	1		1	1
78	SF	1		1	1		1
79	SF	1		1	1		1
80	SF	1		1	1		1
81	Duplex		2	2		2	2
82	SF	1		1	1		1
83	SF	1		1	1		1
84	SF	1		1	1		1
85	SF	1		1	1		1
86	SF		1	1		1	1
87	SF	1		1			0
88	SF	1		1			0
89	SF		1	1			0
92	SF	1		1	1		1
93	SF	1		1	1		1
94	SF		1	1		1	1
TOTALS		25	12	37	16	8	24

PERFORMANCE AND COMPLIANCE MATRIX

OBLIGATIONS REQUIRED UNDER MEMORANDA OF AGREEMENT / UNDERSTANDING AND MITIGATION AGREEMENTS

RICHMOND GREAT POINT DEVELOPMENT LLC ("DEVELOPER") and TOWN OF NANTUCKET / COUNTY OF NANTUCKET ("TOWN / COUNTY")

Updated as of December 23, 2021

Relevant Agreements:

- (A) - "2015 Richmond Great Point Development LLC / Town of Nantucket Memorandum of Agreement" (Dated November 9, 2015)
- (B) - "2019 Memorandum of Agreement between Richmond Great Point Development, LLC and Town of Nantucket" (Dated January 9, 2019)
- (C) - "Sewer Connection and Dedication Agreement" (Dated October 5, 2016)
- (D) - "Memorandum of Agreement between Richmond Great Point Development, LLC and County of Nantucket Old South Road Roadway Improvement Project" (Dated October 17, 2018)

LOCAL ZONING AND PERMITTING RELATED ACTIONS				
Provision / Reference in Agreement	Responsible Party	Obligation or Requirement	Status / Required Action	Compliance or Non-Compliance
2015 MOA Section I.(1) through I.(5) "Richmond's Undertakings"	Richmond Great Point Development LLC	Richmond shall: (1) Design, (2) Seek Approvals for, and (3) Build up to 225 Rental Units and up to 100 Homeownership Units (Lots) with the Prescribed Percentages of Units Permanently Qualifying for the Town's SHI List, to be Rented and Sold at the Prescribed Maximum AMI Limits.	All Discretionary Approvals have been Obtained (Subdivision and Special Permits) - 98 Rental Units have been Completed and Certified on the SHI List and 3 Homeownership Units have been Completed and Sold and are Pending Certification on the SHI List. Multiple Additional Rental and Homeownership Units are Currently under Construction (Ongoing)	Yes (Ongoing Compliance has been Achieved by Richmond)
2015 MOA Section I.(2) "Richmond's Undertakings"	Richmond Great Point Development LLC	The Total / Maximum 325 (Housing) Units shall contain a Maximum of Seven Hundred (700) Bedrooms. The Unit / Bedroom Mix shall be Solely at Richmond's Discretion, as long as the Mix of the Market Rate and AMI Restricted Units shall be the Same.	The Buildout to Date Remains in Proportion to the Maximum Projected Allowance of the Seven Hundred (700) Bedroom Cumulative Total (Richmond most Recently Submitted a Sensitivity Analysis Confirming the Unit Mix and the Maximum Bedroom Compliance to the PLUS Staff on September 17, 2021	Yes (Ongoing Compliance has been Achieved by Richmond)
2015 MOA Section I.(7) "Richmond's Undertakings"	Richmond Great Point Development LLC	Richmond shall cause to be Prepared and shall Provide to the Various Town Boards, the Town School District, and Town Departments with an Expert Fiscal Impact Report (with a Student Projection Report) and a Traffic Report which Estimates and Analyzes the Relevant Parameters of the Project and Recommends Appropriate Mitigation Measures.	Initial Reports shall be Submitted to and Reviewed by the Town (including Town Consultant Peer Review) and Updated Student Projection Reports shall be Provided when Future Increments of 75 Building Permits are Sought (Initial Reports were Provided and Reviewed in the Fall of 2016)	Yes (Ongoing Compliance has been Achieved by Richmond) Future Reports are not yet Due
2015 MOA Section I.(10) "Richmond's Undertakings"	Richmond Great Point Development LLC and its Successors (Lot / Homebuyers)	Richmond shall Pay all Applicable Water and Sewer Fees at the Time Customarily Collected by the Town.	To Date (through December 15, 2021) Richmond has Paid Running Totals of \$478,000 in Water Connection and Meter Fees to the Wannacomet Water Company and \$155,000 in Sewer Connection and Sewer Capacity Utilization Fees to the Town of Nantucket Sewer Department.	Yes (Ongoing Compliance has been Achieved by Richmond)
2015 MOA Section I.(11) "Richmond's Undertakings"	Richmond Great Point Development LLC	Richmond shall Provide, at its Sole Expense all Necessary Sewer and Water Infrastructure to Serve the Project, including any Sewer and Water Main Upgrades Reasonably Required by the Town.	To Date (through December 15, 2021) Richmond has Funded and Constructed 8,300 Linear Feet of Sewer Lines (1.5 Miles) at a Cost of \$1,100,000 and 5,300 Linear Feet of Water Lines (1.0 Miles) at a Cost of \$750,000.	Yes (Ongoing Compliance has been Achieved by Richmond)
2015 MOA Section I.(13) "Richmond's Undertakings"	Richmond Great Point Development LLC	Richmond shall Seek Building Permits for the Housing Development in a Phased Manner, to allow the Town to Satisfy its Housing Production Plan Goals on a Yearly Basis (as Related to Short-Term "Safe Harbor") in Accordance with the Statutory Provisions of MGL Chapter 40B.	Through its Phased Permitting, Richmond Obtained 48 Rental Unit Building Permits which Facilitated the Town Achieving "Safe Harbor" from June of 2019 through June of 2021 and has Recently Obtained 24 Additional Rental Unit Building Permits which will Facilitate the Town Achieving One Additional Year of "Safe Harbor" through June of 2023.	Yes (Final Compliance was Achieved by Richmond)
2015 MOA Section I.(19) "Richmond's Undertakings"	Richmond Great Point Development LLC	Richmond shall Provide As-Built Plans to the Town for the Water and Sewer Main Infrastructure at Prescribed Time Frames (within Six Months of the Completion of Each Phase, or as otherwise set forth in the Approvals.	As-Built Plans have been Submitted to the Town Sewer Department and the Wannacomet Water Company on an Ongoing Basis, for all Water and Sewer Improvements that have been Completed to Date.	Yes (Ongoing Compliance has been Achieved by Richmond)
2015 MOA Section II.(2) "Town's Undertakings"	Town of Nantucket	The Select Board shall support a LAU / LIP Application, Provided that the Final Terms of the Application are Consistent with the 2015 MOA and the Final Details are Negotiated and Mutually Agreed to by the Parties.	The Select Board Negotiated the Terms of and Authorized / Served as Sponsor of the LAU / LIP Applications Dated January 14, 2019 that were Submitted to DHCD to Implement the Project (which were Subsequently Approved by DHCD as Documented in the (Multiple) Regulatory Agreements Dated May 3, 2019)	Yes (Final Compliance was Achieved by the Town)
2019 MOA Section 4(A.) "The Takings and Dispositions"	Richmond Great Point Development LLC	Richmond shall Complete (and Submit) Building Permit Applications for not Less than Forty-Eight (48) Rental Units within the Meadows II Workforce Rental Apartment Project	Richmond Submitted the Applications within the Prescribed Time Frame and Obtained Issuance of the Building Permits for the (Forty-Eight) Rental Units within the Meadows II Workforce Rental Apartment Project to Facilitate the Certification of the Town's Housing Production Plan (HPP) in December of 2019.	Yes (Final Compliance was Achieved by Richmond)

2019 MOA Section 10 "Construction and Completion of Units"	Richmond Great Point Development LLC	Richmond shall Commence and Complete Construction and shall Obtain Certificates of Occupancy of not less than Forty-Eight (48) Rental Units within the Meadows II Workforce Rental Apartment Project within Eighteen (18) Months of the Issuance of Building Permits for said Units.	Richmond Commenced and Completed Construction of these Units in a Timely Manner and Obtained Certificates for the Last of the Total of Fifty (50) Rental Units within Phase I of the Meadows II Workforce Rental Apartment Project as of March 22, 2021.	Yes (Final Compliance was Achieved by Richmond)

SUPPLEMENTAL RESTRICTION OF FOUR (4) ADDITIONAL AMI RESTRICTED FOR-SALE UNITS

Provision / Reference in Agreement	Responsible Party	Obligation or Requirement	Status / Required Action	Compliance or Non-Compliance
2019 MOA Section 2 "Restriction of Units"	Richmond Great Point Development LLC	Richmond shall Restrict Two (2) Additional For-Sale Units Restricted to 80% AMI Limits and Two (2) Additional For-Sale Units Restricted to 175% AMI Limits within the Sandpiper Place I and II Workforce Homeownership Projects.	The Total of (Four) Additional For-Sale Units were Restricted and the Associated Special Permits and LAU / LIP Applications were Amended and Approved to Reflect these Additional Restricted Units by the Town Planning Board and by the DHCD	Yes (Ongoing Compliance has been Achieved by Richmond)
2019 MOA Section 3 "LIP / LAU Applications"	Town of Nantucket	The Town (through the Select Board) shall Execute and Sponsor LAU / LIP Applications to the DHCD Seeking Approval of the (Two) Additional 80% AMI Restricted For-Sale Units.	The Town (through the Select Board) Executed and Sponsored the LAU / LIP Applications, as Required, which were Approved by DHCD and Reflected in the (Multiple) Regulatory Agreements dated May 3, 2019.	Yes (Final Compliance was Achieved by the Town)

(EMINENT DOMAIN) TAKINGS AND PROPERTY DISPOSITION RELATED ACTIONS

Provision / Reference in Agreement	Responsible Party	Obligation or Requirement	Status / Required Action	Compliance or Non-Compliance
2019 MOA Section 4(A.) "The Takings and Dispositions"	Richmond Great Point Development LLC	Richmond shall Prepare (Engineered) Taking Plans and shall Engage an Independent Appraiser to Establish Property Values for the (Three) Distinct Properties to be Taken by the Town by Eminent Domain and Subsequently Conveyed back to Richmond to Clear the Title of all Rights and Encumbrances.	(Engineered) Plans were Prepared and Submitted to the Town and Appraisals were Completed and Submitted to the Town for the Prescribed Purposes.	Yes (Final Compliance was Achieved by Richmond)
2019 MOA Section 4(B.), (E.), and (F.) "The Takings and Dispositions"	Town of Nantucket	The Town (through the Selected Board) shall take all of the Procedural Steps Necessary to Take, Obtain (New) Certificates of Title, and Convey back Clear Title to Richmond for the (Three) Distinct Properties, in Accordance with all of the Applicable Terms of the MOA and Massachusetts General Laws.	All Applicable Notices, Hearings, and Administrative Items were Completed and (Clear) Title to the (Three) Distinct Properties was Conveyed from the Town to Richmond in Deeds Registered on June 25, 2021.	Yes (Final Compliance was Achieved by the Town)

TRANSACTIONAL / ADMINISTRATIVE RELATED ACTIONS

Provision / Reference in Agreement	Responsible Party	Obligation or Requirement	Status / Required Action	Compliance or Non-Compliance
2015 MOA Section I.(8) "Richmond's Undertakings"	Richmond Great Point Development LLC	Richmond shall Reimburse the Town for Fees for Legal Services Rendered by KP Law in Conjunction with and Incidental to the Matters Reviewed and Agreements made, as well as the Costs Incurred by the Town to Advertise and Conduct the November 9, 2015 Special Town Meeting (STM).	Richmond Remitted Payment of \$11,883 for Reimbursement of KP Law Legal Fees and \$15,504 for Town STM Costs on December 8, 2015.	Yes (Final Compliance was Achieved by Richmond)
2015 MOA Section I.(17) "Richmond's Undertakings"	Richmond Great Point Development LLC	Richmond shall Pay all Reasonable Monitoring Fees Provided for under DHCD's Guidelines and under any Regulatory Agreements (as Applicable)	Richmond has Remitted all Fees Due to DHCD for the Turnover of the First Cycle of AMI Restricted Rental Units	Yes (Ongoing Compliance has been Achieved by Richmond)
2015 MOA Section I.(18) "Richmond's Undertakings"	Richmond Great Point Development LLC	Richmond shall Place Prohibitions in Rental Leases against Certain Property and Vehicle Storage Practices and shall Provide Full-Time, On-Site Property Management for the Rental Project.	All Tenant Leases contain such Prohibitions and Richmond provides Full-Time, On-Site Property Management (Including a Full Time Office Staffed and Open to Tenants and the Public during Regular Business Hours.	Yes (Ongoing Compliance has been Achieved by Richmond)
2015 MOA Section I.(20) "Richmond's Undertakings"	Richmond Great Point Development LLC	Richmond Agrees to Execute a Mutually Satisfactory Agreement with Housing Nantucket (to the Town's Reasonable Satisfaction) to Complete the Land Exchange in Accordance with Land Court Document # 146007	A "Restatement of Memorandum of Understanding" was Executed between the Parties, Dated November 16, 2015, setting forth all the Actions, Deadlines, and Details to Finalize the (Four Lot Land Exchange) from Richmond to Housing Nantucket (the Agreement was Reviewed and Consented to by the Town)	Yes (Ongoing Compliance has been Achieved by Richmond) Closing Set for No Later than January 31, 2022
2019 MOA Section 8 "Reimbursement of Costs to the Town"	Richmond Great Point Development LLC	Richmond shall Reimburse the Town for any Engineering and Legal Fees, Advertising and Noticing Costs and any Monetary Damages Awarded in Relation to the Eminent Domain Takings and Related Actions	No Engineering Costs or Monetary Damages were Incurred by the Town. Richmond Reimbursed the Town for all Advertising, Noticing, and Legal Fees and Costs Related to the Eminent Domain Takings and Related Actions.	Yes (Final Compliance was Achieved by Richmond)

TRAFFIC INFRASTRUCTURE AND MITIGATION - APPROVALS / IMPROVEMENTS				
Provision / Reference in Agreement	Responsible Party	Obligation or Requirement	Status / Required Action	Compliance or Non-Compliance
Roadway Agreement - Section (1.2) - "Performance of the Work"	Richmond Great Point Development LLC (and its Contractors / Subcontractors)	Shall, at its Sole Effort, and Expense, Construct the Traffic Mitigation Improvements Pursuant to the Approved Final Design Plans.	All Work has been Completed, to the Satisfaction of the Town's Consulting Engineer (based on Ongoing Review / Multiple Inspections), Except for Deminimus Punch List Items, as of November 30, 2021	Yes (Ongoing Compliance has been Achieved by Richmond)
Roadway Agreement - Section (1.3) - "Performance Bond"	Richmond Great Point Development LLC (and its Primary Contractor)	Shall Provide a Performance Bond in the Amount of 100% of the (Non Utility Pole Relocation and Non-Paving) Costs as Security for Payment of Costs and Completion of the Improvements.	A \$1.85 MM Performance Bond (Surety) was Obtained through the Travelers Insurance Company and Posted in Favor of the Town and County of Nantucket for the Duration of the Improvement Work.	Yes (Final Compliance was Achieved by Richmond)
Roadway Agreement - Section (1.6) - "Requirement to Obtain Additional Permits and Approvals"	Richmond Great Point Development LLC (and its Contractors / Subcontractors)	Shall be Required to Obtain any and all other Federal, State, or Local Permits and Approvals Required to Complete the Improvements.	Richmond (and its Contractors / Subcontractors) Obtained Multiple "Street Opening" and "Street Blocking" Permits through the Duration of the Project through and Working with Town Administration.	Yes (Final Compliance was Achieved by Richmond)
Roadway Agreement - Section (2.1) - "Grant of License"	County of Nantucket (as Owner of the Old South Road, Lovers Lane, and Macy's Lane Rights of Way)	Shall Grant to Richmond (and its Contractors and Representatives) the Right to Enter the Rights of Way for the Purposes of Completing the Improvements in Accordance with the Approved Final Design Plans.	The County Commissioners Voted to Grant this Permission at its October 25, 2018 Meeting and Confirmed this Authorization by way of Execution of the Memorandum of Agreement.	Yes (Final Compliance was Achieved by the Town)
Roadway Agreement - Section (3.1) - "Acceptance of Traffic Mitigation Improvements"	Richmond Great Point Development LLC	Shall, Upon Final Inspection and Certifications of the Completion of the Improvements by the County (by the Town's Consulting Engineer) Convey its Right, Title, and Interest in the Improvements to the County.	Delivery of Final As-Built Plans and Final Inspection by the Town's Consulting Engineer is Pending (and is Expected to be Completed in the Next Sixty (60) Days, on or before January 30, 2022).	Yes (with Final Compliance Pending by Richmond as Described Herein)
Roadway Agreement - Section (3.2) - "Taking of Real Estate or Voluntary Conveyance"	County of Nantucket (as Owner of the Old South Road, Lovers Lane, and Macy's Lane Rights of Way)	Upon Final Completion of the Improvements and Conveyance from Richmond, the Town shall Take (by Eminent Domain) any Property Required to Complete the Layouts for the (Widened and Improved) Rights of Way.	Plans, Notices, and Takings shall be Commenced Upon the Completion of the Final As-Built Plans and Final Inspection have been Completed and Conveyance(s) of Rights has been Offered by Richmond.	Yes (with Final Compliance Pending by the County as Described Herein)
Roadway Agreement - Section (3.5) - "Maintenance and Repair Following Completion"	County of Nantucket (as Owner of the Old South Road, Lovers Lane, and Macy's Lane Rights of Way)	Upon Final Completion and Acceptance of the Improvements, Richmond shall be Released from and the County shall have the Sole Responsibility for all Repair and Maintenance Obligations of the Improvements and all of the Rights of Way.	A Letter Agreement / Notice Evidencing such Release will be Executed by the County and will be Delivered to Richmond Upon the Final Acceptance of the Improvements and Completion of the Conveyance(s).	Yes (with Final Compliance Pending by the County as Described Herein)
2019 MOA Section 11 "Layout and Construction of Internal Roadways"	Richmond Great Point Development LLC	Richmond shall Layout, Fund, and Construct all of the Internal (Subdivision) Roads, Infrastructure, and Related Improvements to Serve the Project Per the Town Specifications and in Accordance with its Permits and Approvals (the Plans and Work shall be Subject to Review and Inspection by the Town)	All Internal Roadways, Infrastructure, and Related Improvements in the Active Phases of Development have been Completed to the Satisfaction of the Town's Consulting Engineer and Inspected, with Form J (Subdivision Covenant Releases) Approved for these Areas by the Town Planning Board.	Yes (Ongoing Compliance has been Achieved by Richmond)
2019 MOA Section 12 "Acceptance of Internal Roadways by County"	Richmond Great Point Development LLC	Upon (Final) Completion by Richmond and Satisfactory Inspection by the Town's Consulting Engineer, Richmond shall Prepare Layout Plans and Provide them to the County for Acceptance, along with Easements for Public Way Purposes.	Once Wearing Course Pavement, Sidewalks, Curbing, Landscaping and other Final Improvements have been Completed, Richmond will Take the Prescribed Actions (Expected in the 3rd or 4th Quarter of 2023)	Action Not Yet Required
2019 MOA Section 12 "Acceptance of Internal Roadways by County"	County of Nantucket	Upon (Final) Completion by Richmond and Satisfactory Inspection by the Town's Consulting Engineer, the County shall Accept the Road Layout Plans, along with Easements for Public Way Purposes.	Once the Layout Plans and Easements have been Prepared and Submitted / Offered to the County, the County will Take the Prescribed Actions (Expected in the 3rd or 4th Quarter of 2023)	Action Not Yet Required
2019 MOA Section 13 "Maintenance of Internal Roadways"	Richmond Great Point Development LLC	Prior to the County's Acceptance of the Layout Plans and Easements for Public Way Purposes thereon, Richmond shall be Responsible for the Maintenance of the Internal Roadway System (Including Snowplowing and Sanding).	Richmond is Currently Maintaining the Internal Roadway System (Including Snowplowing and Sanding).	Yes (Ongoing Compliance has been Achieved by Richmond)
2019 MOA Section 13 "Maintenance of Internal Roadways"	Richmond Great Point Development LLC	Upon the County's Acceptance of the Layout Plans and Easements for Public Way Purposes, the Homeowner's Association Trusts of the Respective Portions of the Project shall be Responsible for the Maintenance of the Internal Roadway System (Including Snowplowing and Sanding).	Once the County Accepts the Layout Plans and Easements for Public Way Purposes these (Maintenance) Obligations with be Formally Transferred from Richmond to the (Respective) Homeowner's Association Trusts.	Action Not Yet Required

SEWER INFRASTRUCTURE AND MITIGATION - APPROVALS / IMPROVEMENTS

Provision / Reference in Agreement	Responsible Party	Obligation or Requirement	Status / Required Action	Compliance Achieved ?
Sewer Agreement - Section (2) - "Dedication of Sewer Line A"	Richmond Great Point Development LLC	Upon Completion and Inspection of said Sewer Line, Richmond Shall Offer / Transfer Ownership of the New Sewer Line Located in Greglen Avenue and Davkim Lane to the Town of Nantucket.	Offer (Including Easement Plans) was Formally Transmitted by Richmond to the Town of Nantucket in August of 2017	Yes (Final Compliance was Achieved by Richmond)
Sewer Agreement - Section (3) - "Dedication of Sewer Line B"	Richmond Great Point Development LLC	Upon Completion and Inspection of said Sewer Line, Richmond Shall Offer / Transfer Ownership of the New Sewer Line Located in Lovers Lane to the Town of Nantucket.	Offer (Including Easement Plans) was Formally Transmitted by Richmond to the Town of Nantucket in August of 2017	Yes (Final Compliance was Achieved by Richmond)
Sewer Agreement - Section (4) - "Dedication of Sewer Line C"	Richmond Great Point Development LLC	Upon Completion and Inspection of said Sewer Line, Richmond Shall Offer / Transfer Ownership of the New Sewer Line Located in Ironwood Road and Nancy Ann Lane to the Town of Nantucket.	Construction of Improvements is Nearing Completion Pending Inspection and As-Built Plans, Offer will be Made	Yes (Ongoing Compliance has been Achieved by Richmond)
Sewer Agreement - Section (6) - "Mitigation Payment"	Richmond Great Point Development LLC	Richmond Shall Make \$250,000 Mitigation Payment to Town in Order to Fund Identified / Required Upgrades to the South Valley Sewer Pumping Station	\$100,000 Deposit Required by Richmond was made on October 4, 2016. Final Payment will be Due Upon the Town Finalizing the Bid Documents and Authorizing a Contractor	Yes (Ongoing Compliance has been Achieved by Richmond)
Sewer Agreement - Section (7) - "Use of Mitigation Payments"	Town of Nantucket	The Town shall Use the Mitigation Payments Exclusively to Fund the Identified / Required Upgrades to the South Valley Sewer Pumping Station	Town Sewer Department Staff and Consultants are Finalizing the Design and Bid Documents to Facilitate the Identified / Required Upgrades	Yes (Ongoing Compliance has been Achieved by the Town)

ASSIGNMENT AND ASSUMPTION
OF
LOCAL INITIATIVE PROGRAM REGULATORY AGREEMENT AND
DECLARATION OF RESTRICTIVE COVENANTS
FOR
OWNERSHIP PROJECT
“SANDPIPER PLACE II’ (NORTH) WORKFORCE HOMEOWNERSHIP
DEVELOPMENT PROJECT

THIS ASSIGNMENT AND ASSUMPTION OF LOCAL INITIATIVE PROGRAM REGULATORY AGREEMENT AND DECLARATION OF RESTRICTIVE COVENANTS (this “Assignment”) is made this ____ day of January, 2022 and intended to become effective as of the Registration Date, as hereinafter defined, by and between Richmond Great Point Development, LLC (the “Assignor”), a Delaware limited liability company, having its principal place of business and address for notices at 23 Concord Street, Wilmington, MA 01887, Nantucket Property Owner LLC (the “Assignee”), a Massachusetts limited liability company, having its principal place of business and address for notices at 357 18th Street, Santa Monica, CA 90402, the Commonwealth of Massachusetts, acting by and through the Department of Housing and Community Development (“DHCD”), pursuant to G.L. c. 23B §1 as amended by Chapter 19 of Acts of 2007, and the Town of Nantucket (the “Municipality”), acting by and through its Select Board, having an address of Town & County Building, 16 Broad Street, Nantucket, MA 02554. Except as otherwise herein defined, capitalized terms shall have the same meaning as given to them in the Regulatory Agreement, as that term is defined below.

WITNESSETH:

WHEREAS, Assignor, DHCD, and the Municipality are the parties to that certain Local Initiative Program Regulatory Agreement and Declaration of Restrictive Covenants for “Sandpiper Place II” (North) Workforce Homeownership Development Project (as amended, the “Regulatory Agreement”) dated May 3, 2019, registered with the Nantucket Registry District of the Land Court as Document No. 161880, which agreement was first amended by a certain First Amendment to Local Initiative Program Regulatory Agreement and Declaration of Restrictive Covenants for Ownership Project “Sandpiper Place II” (North) Workforce Homeownership Development Project dated November 20, 2019, registered with the Nantucket Registry District of the Land Court as Document No. 164247; and

WHEREAS, Assignor and Assignee have contracted for the purchase and sale of ten (10) Low and Moderate Income Units (the “Subject Properties”) encumbered by the restrictions, terms, and other conditions of the Regulatory Agreement; and

WHEREAS, the Subject Properties are more particularly described in the Exhibit A annexed to this Assignment and incorporated herein by this reference; and

WHEREAS, with certain exceptions not applicable under the circumstances of the purchase and sale between Assignor and Assignee, Section 9 of the Regulatory Agreement restricts a Sale of Low and Moderate Income Units to other than Eligible Purchasers unless with the prior written consent of DHCD and the Municipality; and

WHEREAS, DHCD and the Municipality have, and hereby do, consent to Assignor’s Sale of the Subject Properties to Assignee on the terms and conditions set forth in this Assignment;

NOW, THEREFORE, for good and valuable consideration the sufficiency of which is hereby acknowledged, and in further consideration of the mutual covenants herein contained, the parties to this Assignment, intending to be legally bound, hereby agree as follows:

1. Assignment and Assumption. Assignor hereby conveys and assigns all of its right, title, and interest in and to the Regulatory Agreement concerning the Subject Properties and Assignee hereby assumes, agrees to be bound by, and undertakes to perform and observe all of the rights, privileges, and obligations of Assignor concerning the Subject Properties arising out of the Regulatory Agreement including, but not limited to all restrictions upon the Sale of and agreements to construct the Low and Moderate Income Units, each as arise or are in force and effect from and after the date (the “Registration Date”) upon which Assignor’s deed of the Subject Properties and this Assignment are registered with the Nantucket County Registry District of the Land Court.
2. Consent to Assignment. DHCD and the Municipality hereby consent to Assignor’s Sale of the Subject Properties to Assignee pursuant to Section 9 of the Regulatory Agreement and in accordance with all other provisions therein contained or prevailing under applicable law or regulation requiring, expressly or impliedly, any agreement of DHCD and the Municipality concerning the Sale of the Subject Properties. Except for the consent expressly granted herein, none of the covenants, restrictions, terms or conditions contained in the Regulatory Agreement shall be waived, supplemented, limited, or otherwise modified hereby, and all of the foregoing shall remain in full force and effect.
3. Indemnification. Assignee further covenants and agrees to indemnify and hold harmless Assignor for, from and against any actions, suits, proceedings or claims, and all costs and expenses, including, without limitation, reasonable attorneys’ fees, incurred in connection therewith, based upon or arising out of any breach or alleged breach of the Regulatory Agreement or out of any other facts connected with the Regulatory Agreement, occurring or alleged to have occurred from and after the Registration Date. Assignor covenants and agrees to indemnify and hold harmless

Assignee for, from and against any actions, suits, proceedings or claims, and all costs and expenses, including, without limitation, reasonable attorneys' fees, incurred in connection therewith, based upon or arising out of any breach or alleged breach of any of the Regulatory Agreement or out of any other facts connected with the Regulatory Agreement, occurring or alleged to have occurred prior to the Registration Date.

4. Binding Effect. This Assignment shall inure to the benefit of and shall be binding upon the parties hereto and their respective successors and assigns.
5. Construction; Definitions. This Assignment shall be construed according to the laws of the Commonwealth of Massachusetts.
6. Counterparts. This Assignment may be executed in counterparts, which taken together shall constitute one original instrument.

***[REMAINDER OF THIS PAGE LEFT INTENTIONALLY BLANK.
SIGNATURE PAGE(S) FOLLOW]***

Executed as an instrument under seal as of the day and year first above written.

ASSIGNOR:

Richmond Great Point Development, LLC, a
Delaware limited liability company

By: _____
Philip Pastan, its Manager

ASSIGNEE:

Nantucket Property Owner LLC, a
Massachusetts limited liability company

By: _____
Bradley M. Hall, Authorized Signatory

DHCD:

Department of Housing and
Community Development

By: _____
Catherine Racer, its Associate Director

MUNICIPALITY:

Town of Nantucket
By its Select Board

By: _____
Jason Bridges, Chair

Attachments: Exhibit A – Schedule of Low and Moderate Income Units (i.e., Subject Properties)

COMMONWEALTH OF MASSACHUSETTS

_____, SS.

On this _____ day of _____, 2022, before me, the undersigned Notary Public, personally appeared PHILIP PASTAN, proved to me through satisfactory evidence of identification, which was _____, to be the person whose name is signed on the preceding document, in his capacity as Manager of RICHMOND GREAT POINT DEVELOPMENT, LLC, and acknowledged to me that he signed it voluntarily for its stated purpose.

NOTARY PUBLIC
My Commission Expires:

COMMONWEALTH OF MASSACHUSETTS

_____, SS.

On this _____ day of _____, 2022, before me, the undersigned Notary Public, personally appeared Bradley M. Hall, proved to me through satisfactory evidence of identification, which was _____, to be the person whose name is signed on the preceding document, in his capacity as Authorized Signatory on behalf of Nantucket Property Owner LLC, and acknowledged to me that he signed it voluntarily for its stated purpose.

NOTARY PUBLIC
My Commission Expires:

COMMONWEALTH OF MASSACHUSETTS

_____, ss.

On this _____ day of _____, 2022, before me, the undersigned Notary Public, personally appeared CATHERINE RACER, proved to me through satisfactory evidence of identification, which was _____, to be the person whose name is signed on the preceding document, in her capacity as Associate Director for the Commonwealth of Massachusetts acting by and through the Department of Housing and Community Development, and acknowledged to me that she signed it voluntarily for its stated purpose.

NOTARY PUBLIC
My Commission Expires:

COMMONWEALTH OF MASSACHUSETTS

Nantucket, ss.

On this _____ day of _____, 2022, before me, the undersigned Notary Public, personally appeared Jason Bridges proved to me through satisfactory evidence of identification, which was personal knowledge of the undersigned, to be the person whose name is signed on the preceding document, in his capacity as Chair of the Select Board for the Town of Nantucket, and acknowledged to me that he signed it voluntarily for its stated purpose.

NOTARY PUBLIC
My Commission Expires:

EXHIBIT A

SUBJECT PROPERTIES

The vacant land situated in Nantucket Town and County, Massachusetts, being more particularly shown and described as:

Lot 1056, Lot 1075, Lot 1079, Lot 1086, Lot 1089, Lot 1093, Lot 1098, and Lot 1101 on Land Court Plan 16514-147; and

Lot 1121 on Land Court Plan 16514-148.

For title, see Certificate of Title No. 24,872, Certificate of Title No. 28357, Certificate of Title No. 28,405, and Certificate of Title No. 28,597, each as filed with the Nantucket Registry District of the Land Court.

January 19, 2022

Rieko Hayashi, LIP / HOP Coordinator
Department of Housing and Community Development
100 Cambridge Street, Suite 300
Boston, MA 02114

Re: Local Initiative Program
Project: Sandpiper Place II (North) Nantucket
Approval: May 3, 2019

CERTIFICATION OF COMPLIANCE

Dear Ms. Hayashi:

Reference is made to the above-mentioned Project given Local Initiative Program Local Action Unit (LAU) Approval on May 3, 2019 for Local Action Unit designation of fifty-seven (57) ownership homes, eleven (11) of which are required to be affordable, located on Old South Road in Nantucket. As required by the Program guidelines, the affordable units are restricted in perpetuity by that certain Local Initiative Program Regulatory Agreement and Declaration of Restrictive Covenants for “Sandpiper Place II” (North) Workforce Homeownership Development Project dated May 3, 2019, registered with the Nantucket Registry District of the Land Court as Document No. 161880 and filed with Certificate of Title No. 24,872, as amended by First Amendment to Local Initiative Program Regulatory Agreement and Declaration of Restrictive Covenants for said Project dated November 20, 2019, registered with said Registry District of the Land Court as Document No. 164247 (the “Regulatory Agreement”). The Town of Nantucket, as the Municipality under the Regulatory Agreement, is in receipt of a request of Richmond Great Point Development, LLC, as the Developer thereunder, for consent to its sale of ten (10) of a total of eleven (11) of the affordable units approved for the Project to Nantucket Property Owner LLC. Accordingly, and pursuant to Section 9 of the Regulatory Agreement, the Town hereby certifies to the Department of Housing and Community Development, Richmond Great Point Development, LLC, and Nantucket Property Owner LLC, as of the date printed above, the Project is in compliance with the affordability requirements of the Regulatory Agreement.

Sincerely,

TOWN OF NANTUCKET

By its Select Board

By: _____
Jason Bridges, Chair

**FIRST AMENDMENT
TO
REGULATORY AGREEMENT
AND
DECLARATION OF RESTRICTIVE COVENANTS
FOR THE
SANDPIPER PLACE WORKFORCE HOMEOWNERSHIP
DEVELOPMENT PROJECT**

This First Amendment to Regulatory Agreement and Declaration of Restrictive Covenants (this “Amendment”) is made this ____ day of _____, 2022, by and among the Town of Nantucket, acting by and through its Select Board (hereinafter referred to as the “Town”), having an address of Town and County Building, 16 Broad Street, Nantucket, Massachusetts 02554 and Richmond Great Point Development, LLC (hereinafter referred to as the “Project Sponsor”), a Delaware limited liability company, having an address at 23 Concord Street, Wilmington, Massachusetts 01887, and its successors and assigns.

WITNESSETH:

WHEREAS, the Town and the Project Sponsor are the parties to a certain Regulatory Agreement and Declaration of Restrictive Covenants for the Sandpiper Place Workforce Homeownership Development Project (the “Agreement”) dated August 3, 2021, registered with the Nantucket Registry District of the Land Court as Document No. 170543; and

WHEREAS, Paragraph 8 of the of the Agreement contemplates an amendment to be executed by the parties identifying the remaining increment of three (3) Restricted Lots subject of the Agreement;

WHEREAS, the division plan for the Sandpiper Place II (North) Workforce Homeownership Development Project has been accepted by survey division of the Land Court and filed as Land Court Plan No. 16514-147;

NOW, THEREFORE, in consideration of the agreements and covenants hereinafter set forth, and other good and valuable consideration, the receipt and sufficiency of which each of the parties hereto hereby acknowledge to the other, the Town and the Project Sponsor hereby agree and covenant as follows:

1. Amendment to Agreement. Pursuant to Section 10 of the Agreement and all other authority of the parties to modify the terms and conditions of the Agreement, the text of Exhibit A to the Agreement shall be deleted in its entirety and replaced with the following text:

“Re: SANDPIPER PLACE WORKFORCE HOMEOWNERSHIP DEVELOPMENT PROJECT - RICHMOND GREAT POINT DEVELOPMENT, LLC - NANTUCKET, MA

Project Site Description

Lots 918 and 929 shown on that certain Subdivision Plan of Land in Nantucket, Mass., being a Subdivision of the Remainder of Lot 901 on Land Court Plan No. 16514-112; Lots 903 through 908 & the Remainder of Lot 909 on Land Court Plan No. 16514-113, drawn by Hayes Engineering, Inc., Civil Engineers & Land Surveyors, 603 Salem Street, Wakefield, MA 01880, dated October 3, 2017, which plan is filed with the Nantucket Registry District of the Land Court as Land Court Plan No. 16514-117;

and

Lots 1013 and 1017 shown on that certain Subdivision Plan of Land in Nantucket, Mass., drawn by Hayes Engineering, Inc., Civil Engineers & Land Surveyors, 603 Salem Street, Wakefield, MA 01880 dated April 1, 2019, and revised August 20, 2019, being a subdivision of Lots 941 through 952 shown on Land Court Plan No. 16514-117, which plan is filed with the Nantucket Registry District of Land Court as Land Court Plan No. 16514-133;

And

Lots 1064, 1065, and 1106 shown on that certain Plan of Land in Nantucket, Mass., drawn by Hayes Engineering, Inc., Civil Engineers & Land Surveyors, 603 Salem Street, Wakefield, MA 01880 dated May 11, 2021, being a subdivision of Lot 183 on Land Court Plan 16514-Z; Lot 917 on Land Court Plan 16514-117; Lot 959 on Land Court Plan 16514-118; Lots 985, 986 & 987 on Land Court Plan 16514-125; Lots 991 & 992 on Land Court Plan 16514-126; Lots 1024 on Land Court Plan 16514-133; Lot 1049 on Land Court Plan 16514-144, which plan is filed with the Nantucket Registry District of the Land Court as Land Court Plan 16514-147.

For title, see Certificate of Title Number 24,872 and Certificate of Title Number 28,357.”

2. Confirmation. Except as hereinabove amended, the Agreement shall remain in full force and effect. Except as otherwise herein defined, capitalized terms shall have the same meaning as given to them in the Agreement.

**THE REMAINDER OF THIS PAGE IS INTENTIONALLY BLANK.
SIGNATURES APPEAR ON THE FOLLOWING PAGE(S).**

IN WITNESS WHEREOF, the parties hereto have caused this First Amendment to Regulatory Agreement and Declaration of Restrictive Covenants to be executed as a sealed instrument as of the day and year first above written.

RICHMOND GREAT POINT DEVELOPMENT,
LLC

PHILIP PASTAN, Manager

TOWN OF NANTUCKET
By its Select Board

By:_____
Jason Bridges, Chair

COMMONWEALTH OF MASSACHUSETTS

COUNTY OF _____, ss.

On this _____ day of _____, 2022, before me, the undersigned notary public, personally appeared PHILIP PASTAN, proved to me through satisfactory evidence of identification, which were _____, to be the person whose name is signed on the preceding document, as Manager of RICHMOND GREAT POINT DEVELOPMENT, LLC and acknowledged to me that he signed it voluntarily for its stated purpose.

Notary Public
My Commission Expires:

COMMONWEALTH OF MASSACHUSETTS

COUNTY OF NANTUCKET, ss.

On this _____ day of _____, 2022, before me, the undersigned notary public, personally appeared Jason Bridges, proved to me through satisfactory evidence of identification, which were _____, to be the person whose name is signed on the preceding document, as Chair of the Select Board of the Town of Nantucket, and acknowledged to me that he signed it voluntarily for its stated purpose.

Notary Public

Print Name:

My Commission Expires:

ASSIGNMENT AND ASSUMPTION
OF
REGULATORY AGREEMENT AND
DECLARATION OF RESTRICTIVE COVENANTS
FOR THE
SANDPIPER PLACE WORKFORCE HOMEOWNERSHIP
DEVELOPMENT PROJECT

THIS ASSIGNMENT AND ASSUMPTION OF REGULATORY AGREEMENT AND DECLARATION OF RESTRICTIVE COVENANTS (this “Assignment”) is made this ____ day of January, 2022 and intended to become effective as of the Registration Date, as hereinafter defined, by and between Richmond Great Point Development, LLC (the “Assignor”), a Delaware limited liability company, having its principal place of business and address for notices at 23 Concord Street, Wilmington, MA 01887, Nantucket Property Owner LLC, a Massachusetts limited liability company, having its principal place of business and address for notices at 12424 Wilshire Blvd., Suite 1450, Los Angeles, CA 90025 (the “Assignee”), and the Town of Nantucket (the “Municipality”), acting by and through its Select Board, having an address of Town & County Building, 16 Broad Street, Nantucket, MA 02554. Except as otherwise herein defined, capitalized terms shall have the same meaning as given to them in the Regulatory Agreement, as that term is defined below.

WITNESSETH:

WHEREAS, Assignor and the Municipality are the parties to that certain Regulatory Agreement and Declaration of Restrictive Covenants for the Sandpiper Place Workforce Homeownership Development Project (as amended, the “Regulatory Agreement”) dated August 3, 2021, registered with the Nantucket Registry District of the Land Court as Document No. 170543, which agreement was amended by a certain First Amendment to Regulatory Agreement and Declaration of Restrictive Covenants for the Sandpiper Place Workforce Homeownership Development Project, of even date herewith, registered with the Nantucket Registry District of the Land Court herewith as Document No. _____; and

WHEREAS, Assignor and Assignee have contracted for the purchase and sale of two (2) Restricted Lots (the “Subject Properties”) encumbered by the restrictions, terms, and other conditions of the Regulatory Agreement; and

WHEREAS, the Subject Properties are more particularly described in the Exhibit A annexed to this Assignment and incorporated herein by this reference; and

WHEREAS, Assignor and Assignee have notified Municipality of the purchase and sale of the Subject Properties and of Assignee's agreement to perform and observe the obligations arising out of the Regulatory Agreement with respect to the Subject Properties;

NOW, THEREFORE, for good and valuable consideration the sufficiency of which is hereby acknowledged, and in further consideration of the mutual covenants herein contained, the parties to this Assignment, intending to be legally bound, hereby agree as follows:

1. Assignment and Assumption. Assignor hereby conveys and assigns all of its right, title, and interest in and to the Regulatory Agreement concerning the Subject Properties and Assignee hereby assumes, agrees to be bound by, and undertakes to perform and observe all of the rights, privileges, and obligations of Assignor concerning the Subject Properties arising out of the Regulatory Agreement including, but not limited to all restrictions upon the Sale of and agreements to construct the Workforce Housing Units, each as arise or are in force and effect from and after the date (the "Registration Date") upon which Assignor's deed of the Subject Properties and this Assignment are registered with the Nantucket County Registry District of the Land Court.
2. Acknowledgement of Assignment. The Municipality hereby acknowledges Assignor's sale of the Subject Properties to Assignee and its assignment of the Regulatory Agreement to Assignee. Except for Assignor's sale of the Subject Properties and the assignment of the Regulatory Agreement concerning the Subject Properties, none of the covenants, restrictions, terms, or conditions contained in the Regulatory Agreement shall be waived, supplemented, limited, or otherwise modified hereby, and all of the foregoing shall remain in full force and effect.
3. Indemnification. Assignee further covenants and agrees to indemnify and hold harmless Assignor for, from and against any actions, suits, proceedings or claims, and all costs and expenses, including, without limitation, reasonable attorneys' fees, incurred in connection therewith, based upon or arising out of any breach or alleged breach of the Regulatory Agreement or out of any other facts connected with the Regulatory Agreement, occurring or alleged to have occurred from and after the Registration Date. Assignor covenants and agrees to indemnify and hold harmless Assignee for, from and against any actions, suits, proceedings or claims, and all costs and expenses, including, without limitation, reasonable attorneys' fees, incurred in connection therewith, based upon or arising out of any breach or alleged breach of any of the Regulatory Agreement or out of any other facts connected with the Regulatory Agreement, occurring or alleged to have occurred prior to the Registration Date.
4. Binding Effect. This Assignment shall inure to the benefit of and shall be binding upon the parties hereto and their respective successors and assigns.
5. Construction; Definitions. This Assignment shall be construed according to the laws of the Commonwealth of Massachusetts.

6. Counterparts. This Assignment may be executed in counterparts, which taken together shall constitute one original instrument.

***[REMAINDER OF THIS PAGE LEFT INTENTIONALLY BLANK.
SIGNATURE PAGE(S) FOLLOW]***

Executed as an instrument under seal as of the day and year first above written.

ASSIGNOR:

Richmond Great Point Development, LLC, a
Delaware limited liability company

By: _____
Philip Pastan, its Manager

ASSIGNEE:

Nantucket Property Owner LLC, a
Massachusetts limited liability company

By: _____
Bradley M. Hall, Authorized Signatory

MUNICIPALITY:

Town of Nantucket
By its Select Board

By: _____
Jason Bridges, Chair

Attachments: Exhibit A – Schedule of Workforce Housing Units (i.e., Subject Properties)

COMMONWEALTH OF MASSACHUSETTS

_____, SS.

On this _____ day of _____, 2022, before me, the undersigned Notary Public, personally appeared PHILIP PASTAN, proved to me through satisfactory evidence of identification, which was _____, to be the person whose name is signed on the preceding document, in his capacity as Manager of RICHMOND GREAT POINT DEVELOPMENT, LLC, and acknowledged to me that he signed it voluntarily for its stated purpose.

NOTARY PUBLIC
My Commission Expires:

COMMONWEALTH OF MASSACHUSETTS

_____, SS.

On this _____ day of _____, 2022, before me, the undersigned Notary Public, personally appeared Bradley M. Hall, proved to me through satisfactory evidence of identification, which was _____, to be the person whose name is signed on the preceding document, in his capacity as Authorized Signatory on behalf of Nantucket Property Owner LLC, and acknowledged to me that he signed it voluntarily for its stated purpose.

NOTARY PUBLIC
My Commission Expires:

COMMONWEALTH OF MASSACHUSETTS

Nantucket, ss.

On this _____ day of _____, 2022, before me, the undersigned Notary Public, personally appeared Jason Bridges proved to me through satisfactory evidence of identification, which was personal knowledge of the undersigned, to be the person whose name is signed on the preceding document, in his capacity as Chair of the Select Board for the Town of Nantucket, and acknowledged to me that he signed it voluntarily for its stated purpose.

NOTARY PUBLIC
My Commission Expires:

EXHIBIT A

SUBJECT PROPERTIES

The vacant land situated in Nantucket Town and County, Massachusetts, being more particularly shown and described as:

Lot 1064 and Lot 1106 on Land Court Plan 16514-147.

For title, see Certificate of Title No. 24,872 and Certificate of Title No. 28,357 each as filed with the Nantucket Registry District of the Land Court.

Select Board Motion for Richmond Item IX. 1.

MOVED: That we vote to approve and execute the following documents for the transfer of the Regulatory Agreement for ten (10) of the affordable units at the Sandpiper Place II (North) Workforce Homeownership Development Project and the transfer of the Regulatory Agreement for the 175% AMI units for the Sandpiper Place Workforce Home Ownership Development Project from Richmond Great Point Development, LLC to Nantucket Property Owner LLC and to authorize Jason Bridges, as Chair, to execute the following documents on behalf of the Select Board:

- a) Assignment and Assumption of Local Initiative Program Regulatory Agreement and Declaration of Restrictive Covenants for “Sandpiper Place II” (North) Workforce Homeownership Development Project;
- b) Certificate of Compliance to the Department of Housing and Community Development;
- c) First Amendment to Regulatory Agreement and Declaration of Restrictive Covenants for the Sandpiper Place Workforce Homeownership Development Project; and
- d) Assignment and Assumption of Regulatory Agreement and Declaration of Restrictive Covenants for the Sandpiper Place Workforce Homeownership Development Project.



Agenda Item Summary

Agenda Item #	IX. 2.
Date	1/19/2022

Staff

David Gray, Sewer Director & Tucker Holland, Housing Director

Subject

Richmond Request for Nantucket Sewer Commissioners to Consider Pre-June 2020 Sewer Fee Schedule for Sewer Permit Connection Fees and Sewer Capacity Fees for Meadows II and Sandpiper Place I and II Development Projects. (Workforce Housing Initiatives)

Executive Summary

Richmond is requesting to be charged at the sewer fee rates in place prior to the adoption of the new sewer fee regulations and rates, which took effect June 1, 2020, for all Richmond Meadows II, Sandpiper Place I and Sandpiper Place II sewer permits sought going forward as of February 26, 2021.

Staff Recommendation

Consistently apply sewer regulations / fees / policies as of their effective date to all property owners. The Sewer Department and Sewer Commissioners / Select Board have been consistently applying established regulations / fees / policies around Sewer these past two years. Richmond, and its successors vis-à-vis Sandpiper II, should be granted the Sewer Fee Waivers, as appropriate, on the affordably-restricted units in accordance with the Town's Sewer Fee Waiver Policy (dated December 3, 2020).

Background/Discussion

There is extensive documentation included in the packet. We will attempt to briefly summarize the crux here.

There is zero question that the new fees on the market rate units impose additional cost on all applicants. In the case of the balance of Richmond units where the old rates are sought here, there is an \$1,178,146 difference by the estimate of the Developer between the old rates and the new rates. *Note that the Sewer Director's calculations (attached) show that the difference in the new fees are ~\$200k less in the case of the Meadows II calculations.*

There is also no question at all that Richmond has made significant progress in their project, particularly in the Meadows II arena of their development where Richmond has created 98 rental units (1/4 affordably restricted) which are serving the year-round community today. We understand all sewer fees for these have been paid under the old rates and all units are presently occupied.



There are two questions the Sewer Commissioners need to consider: 1) should Richmond be granted their request, and 2) if the Board decides “yes” in that case, how will the policy issue be addressed regarding items identified herein.

Some background. The zoning allowing for Richmond to proceed with its project was created by way of a Special Town Meeting at the end of 2015. Richmond received special permits for all three components of its residential project in March 2017. For a year leading up to the adoption and implementation of the new Sewer Regulations, patrons inquiring about sewer permits were advised that the fees would be changing. The new Sewer Fees were adopted in May 2020 and came into effect June 1, 2020. The request from Richmond for the “grandfathering” of fees came February 26, 2021. There is no provision in the new regulations / fees / policies for a “grandfathering” of the rates, the Board’s waiver policy for deed-restricted affordable housing units notwithstanding.

Perhaps significantly, the Board heard a hardship appeal of the new sewer fees at the end of 2020 for 16 Field Avenue (Carol Pillion). There were many compelling reasons for the Board to consider a reduced fee in this case – e.g., required to connect as result of a private line having been installed in front of the subject address, good faith entering the sewer permit process prior to the new fee implementation, economic hardship, the onset of the pandemic, reliance on a qualified third party, the application was set to be submitted just weeks after the new fees were implemented, and more. While empathetic to the situation, the Board ultimately upheld that the new fees applied.

We understand Ms. Pillion was one of a number of property owners, or their representatives, who requested and received sewer application packets under the old regulations, with the old fees stated at the time, and who ultimately submitted their application after June 1st, 2020. All property owners have been subject to the new rates. If the Sewer Commissioners were to create a new “grandfathering” provision for the sewer fees in the case of Richmond, where one presently does not exist in the regulations, the Board should be prepared for this addition to address a number of nuances. If the Commission / Board were to simply reduce the fee for Richmond, as requested, and not adopt a formal “grandfathering” policy, then the Commission / Board should be prepared to hear from Ms. Pillion and potentially other property owners requesting similar treatment.

There are perhaps two additional points to mention. First, in Section 10 of the executed 2015 Memorandum of Agreement, Richmond states:

“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.”

Second, while Richmond’s financial analysis accompanying the reduced fee request shows the increased expense, it is undeniable that during the last couple years, through the course of the pandemic, an economic upside has substantially benefitted property owners on Nantucket. One might arguably want



to account for this upside if the magnitude of difference in sewer fees (expense) was a driving consideration for the Board in entertaining this request.

Impact: Environmental ☐ **Fiscal** ☒ **Community** ☐ **Other** ☐

This would have significant fiscal impact on Sewer revenues (hundreds of thousands of dollars if not greater).

Board/Commission Recommendation

N/A

Public Outreach

N/A

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

Town's Sewer Regulations / Fees / Policies

Attachments

1. Richmond e-mails from: 2.26.2021; 11.03.2021; 11.04.2021; 12.23.2021
2. Richmond Request Letter of 2.26.2021 which accompanied 11.03.2021 e-mail
3. Sewer Connection and Dedication Agreement
4. 2015 Memorandum of Understanding
5. 2019 Memorandum of Understanding
6. Special Permit – Meadows II
7. Special Permit – Sandpiper I
8. Special Permit – Sandpiper II
9. Performance and Compliance Matrix (prepared by Richmond 12.23.2021)
10. 2018 MOA Summary Draft Document
11. Sewer Fee Calculations (Richmond)
12. Sewer Fee Calculations (Sewer Director)
13. AIS regarding 16 Field Avenue



From: [David Armanetti](#)
To: [Erika Mooney](#); [Tucker Holland](#)
Cc: [Phil Pastan](#); [Kathryn Fossa](#); [Andrew Burek](#); [Ken Beaugrand](#); [Vicki Marsh](#); [Libby Gibson](#); ["John Giorgio"](#); [Andrew Vorce](#); [Leslie Snell](#); [David Gray](#)
Subject: Richmond Nantucket - Submittal of Documentation of Richmond and Town Compliance with Terms of MOA's and Related Mitigation and Improvement Agreements
Date: Thursday, December 23, 2021 12:53:18 PM
Attachments: [Richmond Great Point Development LLC and Town of Nantucket - Performance and Compliance Matrix under MOAs and Related Agreements - 122321.pdf](#)
[TON - RICHMOND GREAT POINT DEVELOPMENT - 2015 MOA SUMMARY - 25 JAN 2018 DRAFT with Richmond Input 013018.docx](#)

Hi Folks –

As anticipated, in response to Mr. Fee's request that the staff report on and confirm the status of Richmond's and the Town's compliance with the terms of the MOA's and the related mitigation and improvement agreements (sewer, traffic) related to our ongoing permitting and development of the former Glowacki portfolio, before the Select Board considers and takes any further action on any future matters related to the project (which would include our current / pending request to grandfather the methodology and rate of the sewer connection and sewer capacity utilization fees for future development in the project), we have created and herein attach for your review, a PDF of the attached "***Performance and Compliance Matrix***". It has been formatted as an 11x17 sized chart (it is a total of 3.5 pages).

- The matrix is intended to **be an update to and to supersede / replace** the (9 page) memo / text format update that we last collaborated on with you that was delivered to the Select Board back in January of 2018 (copy attached).
- We thought that this format would be more easy to review and understand (being more streamlined, and organized by category, but still being sufficiently detailed and referencing every obligation / requirement). I have listed every distinct obligation / requirement that I could discern, but have combined or linked a few in the interest of avoiding unnecessary duplication, and I left out just a few of the most minor ministerial or procedural items that were not actual obligations, and were more like "recitals", etc.
- The matrix has been organized to reference each of the (four) relevant agreements, which are listed individually, then it has been organized into (six) categories or subject headers (the black shaded headers that run across the entire page). Then, each obligation or requirement is described (individually) with the exact citation to the relevant agreement, with the responsible party (Richmond or the Town) indicated; then each obligation or requirement is listed, along with the status or required action related to each, with the last box at the right hand margin then indicating the compliance or non-compliance relative to each obligation / requirement.
- There are a total of fifty-seven (57) distinct obligations / responsibilities; forty-two (42) of which are Richmond obligations / responsibilities, and fifteen (15) of which are Town / County obligations / responsibilities. As noted, none of the parties are in violation of or out of compliance with respect to any of the obligations / responsibilities at this time.

- Most of the obligations / responsibilities are 100% complete, with no further action required, some have been complied with to date, but are still subject to further action or finalization (such as constructing the remaining rental units and AMI restricted homes to permanently qualify all of them for the Town's SHI list, and such as offering the subdivision streets for dedication, once they are 100% complete, etc.).

Please advise if you have any comments or questions.

Otherwise, this should be transmitted to the Select Board and (as we understand it) our request for the Select Board's consideration relative to the sewer fees can now be set for a specific agenda date.

Thanks, as always, for your continuing efforts and guidance as we proceed with the implementation of our approved development plans.

Regards,
Dave

From: David Armanetti

Sent: Thursday, November 4, 2021 10:37 AM

To: David Gray <dgray@nantucket-ma.gov>; Erika Mooney <EMooney@nantucket-ma.gov>; Tucker Holland <tholland@nantucket-ma.gov>

Cc: Phil Pastan <ppastan@richmondco.com>; Kathryn Fossa <kfossa@richmondco.com>; Andrew Burek <aburek@richmondco.com>; Ken Beaugrand <kbeaugrand@nantucket-ma.gov>; Vicki Marsh <VMarsh@k-plaw.com>; Libby Gibson <LGibson@nantucket-ma.gov>; 'John Giorgio' <JGiorgio@k-plaw.com>; Andrew Vorce <AVorce@nantucket-ma.gov>

Subject: RE: Richmond Nantucket - RESUBMITTAL of Request and Documentation for Sewer Connection and Sewer Capacity Fee Grandfathering (Workforce Housing Initiatives)

Thanks for following up David.

Actually, the good news (for the Town) is that because of the specific fact pattern, it is just the opposite, our situation is so unique, and also pre-dated the date of adoption of the amended sewer regs, that there should be no issue relative to setting a precedent for other projects or applicants - our project (and timing) is completely unique, to wit:

- No other developer obtained (and has vested) subdivision and land use approvals from the Town under the Chapter 139(8)(D) workforce housing provisions of the bylaw (and prior to the adoptions of the amended regs, or since, for that matter)
- No other developer has a MOA with the Town detailing the provisions of the objectives, approvals, and permits with the Town, like we do, which was also entered into (well) prior to the amendment of the sewer reg's. In fact, even though it is not explicitly stated in the document, I would argue and the lawyers could readily conclude that this agreement amounted to a development agreement that formally froze all of the fees at the time it was

executed (2015, and then amended in 2019) (both dates of which were well before the sewer regs were amended).

- No other developer will have built a full (new) sewer system to serve its project (which was fully in place prior to the amendment of the reg's) before the "existing sewer line" fee classification was (I would argue, inappropriately and arbitrarily) eliminated in the amended regs.

The plain fact is that no developer or property owner in the future will be able to argue even one of these conditions, never mind two, and certainly not all three.

This alone, setting aside the basic equity argument, provides a very simple and pretty unassailable basis for the Sewer Commission / Select Board to make a finding and agree that our project was / is grandfathered as relates to the new connection fee classification and the new capacity utilization fee definition.

It is also relevant to point out that no other developer has built / is building any AMI restricted housing on the Island under the 139(8)(D) provisions of thy bylaw that is not being fully funded or majority subsidized by the Town, we are the only developer who has done this in the (six) years since the bylaw was adopted.

I certainly do not want to put words in any Select Board member's mouth, but when I spoke with Mrs. Holdgate about this originally, back in February, she fully understood the distinctions we were making and seemed to believe that it would be completely unfair to not grandfather our project as relates to this.

Hope this information and perspective helps to start moving this down the field – glad to meet with any combination of the Town team to discuss this further and to get it set on an agenda as soon as we can for discussion and action by the Sewer Commission / Select Board.

Regards,
Dave

From: David Gray <dgray@nantucket-ma.gov>

Sent: Thursday, November 4, 2021 8:13 AM

To: David Armanetti <darmanetti@richmondco.com>; Erika Mooney <EMooney@nantucket-ma.gov>; Tucker Holland <tholland@nantucket-ma.gov>

Cc: Phil Pastan <ppastan@richmondco.com>; Kathryn Fossa <kfossa@richmondco.com>; Andrew Burek <aburek@richmondco.com>; Ken Beaugrand <kbeaugrand@nantucket-ma.gov>; Vicki Marsh <VMarsh@k-plaw.com>; Libby Gibson <LGibson@nantucket-ma.gov>; 'John Giorgio' <JGiorgio@k-plaw.com>

Subject: Re: Richmond Nantucket - RESUBMITTAL of Request and Documentation for Sewer Connection and Sewer Capacity Fee Grandfathering (Workforce Housing Initiatives)

All any discussions on grandfathering is going to be a very tough issue as it could have significant

implications to any other permitting across the island. I will speak with Tucker as I did an entire spread sheet on these fees.

Thanks

Get [Outlook for iOS](#)

From: David Armanetti <darmanetti@richmondco.com>

Sent: Wednesday, November 3, 2021 7:40:00 PM

To: Erika Mooney <EMooney@nantucket-ma.gov>; Tucker Holland <tholland@nantucket-ma.gov>; 'David Gray' <dgray@nantucket-ma.gov>

Cc: Phil Pastan <ppastan@richmondco.com>; Kathryn Fossa <kfossa@richmondco.com>; Andrew Burek <aburek@richmondco.com>; Ken Beaugrand <kbeaugrand@nantucket-ma.gov>; Vicki Marsh <VMarsh@k-plaw.com>; Libby Gibson <LGibson@nantucket-ma.gov>; 'John Giorgio' <JGiorgio@k-plaw.com>

Subject: Richmond Nantucket - RESUBMITTAL of Request and Documentation for Sewer Connection and Sewer Capacity Fee Grandfathering (Workforce Housing Initiatives)

Erika, Tucker, and David –

Per my immediately preceding email on this subject this evening, below is the body of the email and attached are the (prior) attachments that we submitted in late February of 2021 requesting and documenting the fact pattern and justification as relates to the grandfathering of the sewer connection fees and sewer capacity utilization fees in our Meadows II Apartments Development Project and Sandpiper Place I and II Homeownership Development Project.

Neither the fact pattern nor the justification has changed, so it still stands as previously submitted.

We look forward to discussing this in further detail with you, so that we can all reach a consensus as to how and when we can have the Sewer Commission (and / or Select Board) take action on this.

Regards,
Dave

From: David Armanetti

Sent: Friday, February 26, 2021 11:26 AM

To: Dawn Hill Holdgate <dhillholdgate@nantucket-ma.gov>; David Gray <dgray@nantucket-ma.gov>

Cc: Phil Pastan <ppastan@richmondco.com>; Kathryn Fossa <kfossa@richmondco.com>; Andrew Burek <aburek@richmondco.com>; Libby Gibson <LGibson@nantucket-ma.gov>; 'Andrew Vorce' <AVorce@nantucket-ma.gov>

Subject: Richmond Nantucket - Request and Documentation for Sewer Connection and Sewer Capacity Fee Grandfathering (Workforce Housing Initiatives)

Dear Chair Holdgate and Mr. Gray –

I am following up on the brief phone conversations that I have had with each of you, raising the issue

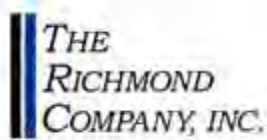
of the exponential increase in fees and the particular inequity that the change in sewer connection and sewer capacity fees in the recently adopted update to the local sewer regulations would have on the development of the remaining phases of our workforce housing projects located off Old South Road.

- As anticipated, the attached letter provides the specific calculations documenting the magnitude of the prospective increases (by way of a chart on Page Four), which would be equal to \$1.18 MM, and also provides relevant background, context, and explanation as to the particular nature of the inequity.
- We understand that the Department and the Commission have already identified that this may fall into an “unintended consequence” of the new regulations, and that you are already commencing an effort to re-examine some of these provisions.

We hope that the information provided herein will be helpful as you proceed with this effort, and we would appreciate the consideration of the Department and the Commission in addressing our request.

Please feel free to email or call with any immediate questions related to our request and / or let us know if we can provide any additional information that may facilitate the review of our request.

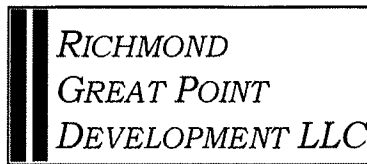
Regards,
Dave



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

NOTICE OF CONFIDENTIALITY: The information contained in this email transmission is confidential information which may contain information that is legally privileged and exempt from disclosure under applicable law. The information is intended solely for the use of each of the individuals or entities named above. If you are not an intended recipient, you are hereby notified that any disclosure, copying, distribution or taking of any action in reliance on the contents of this email transmission is strictly prohibited. If you have received this email transmission in error, please notify us immediately by telephone to arrange for the return of the original transmission to us.



Richmond Great Point Development LLC
23 Concord Street
Wilmington, Massachusetts 01887
(979) 988-3900

February 26, 2021

TOWN OF NANTUCKET
SEWER COMMISSION
16 Broad Street
Nantucket, Massachusetts 02554

TOWN OF NANTUCKET
SEWER DEPARTMENT
81 South Shore Road
Nantucket, Massachusetts 02554

Attention: Dawn E. Hill Holdgate, Chair, Sewer Commission
David Gray, Sr., Sewer Department Director

Subject: Request and Documentation for Sewer Connection and Sewer Capacity Fee Grandfathering
(Updated) Rules and Regulations of the Sewer Department- Adopted May 20, 2020
Article II, Section 336-11 (Connection Fee) and Article II, Section 336-13 (Capacity Fee)
Meadows II and Sandpiper Place I and II (Workforce Housing) Development Projects

Dear Chair Holdgate and Mr. Gray:

The purpose of this correspondence, issued in our capacities as the property owners and the developers of the Meadows II Apartments (Workforce Housing) Development Project and of the Sandpiper Place I and II Homeownership (Workforce Housing) Development Project, being Richmond Meadows Two ACK LLC and Richmond Great Point Development LLC (respectively) is to request consideration of and to submit documentation supporting a grandfathering of the sewer connection fees and the (former) sewer privilege fees (now sewer capacity fees) which have been established under the (recently updated) Rules and Regulations of the Sewer Department of the Town of Nantucket, which were formally adopted by the Nantucket Sewer Commission on May 20, 2020.

We are seeking this requested grandfathering of the sewer connection fees and the sewer capacity fees for the rental apartment units and for the for-sale homes which remain to be built under the "workforce housing" zoning for these projects that was previously approved at the November 9, 2015 Special Town Meeting, and under the special permits that were previously approved for these projects by the Town of Nantucket Planning Board on February 16, 2017, and February 23, 2017 (respectively) as follows:

- The 94 market-rate apartment units (of the total 168 market-rate apartment units) within the 17 buildings (of the total 31 buildings) which remain to be built within the future phases of the Meadows II Apartments (Workforce Housing) Development Project, and
- The 84 market-rate and 175% AMI restricted single family and duplex homes (of the total 90 market-rate and 175% AMI restricted single family and duplex homes) which remain to be built within the Sandpiper Place I and the Sandpiper Place II Homeownership (Workforce Housing) Development Project.

Background and Context (As to the Updated Rules and Regulations)

Before providing the documentation and relevant justification for our grandfathering request, we (first) wanted to commend both the Sewer Commission and the Town Sewer Department for your efforts to update the Rules and Regulations of the Sewer Department of the Town of Nantucket.

- As one of the largest and most active landowners / developers in Nantucket, who navigate the permitting requirements of the Town for our multiple projects on an almost daily basis, we greatly appreciate the clarity and the higher level of detail that have been incorporated into the updated regulations.
- Further to this point, as the property owner / developer which has applied for and obtained in excess of one hundred sewer connection permits in the past several years, being by far the single largest applicant for such permits on the Island, we are particularly appreciative and supportive of the (streamlining and efficiency) that has been achieved through the electronic application and permitting system that is now available.

We know that Mr. Gray, Ms. Kebbati, Ms. Herrmann, and the entire Sewer Department staff have worked diligently to create this new system, and to make it available for use as soon as practicable, which makes the application and permitting review process much less duplicative and time-consuming. This has already proven to be a dramatic improvement over the previous (hand / carbon copy) methodology.

Background and Context (Specific to Richmond Housing Initiatives)

The two development projects for which we are respectfully requesting a grandfathering of the sewer connection fees and sewer capacity fees were the first "workforce housing" development projects that were proposed, reviewed, and approved in Nantucket under Section 139-8(D) of the Town of Nantucket Zoning Bylaw, through subdivisions and special permits issued by the Town of Nantucket Planning Board in January of 2017 and February of 2017. These evolved (and were codified) from Warrant Articles #1 and #2 which were considered and approved at the November 9, 2015 Special Town Meeting.

- The Meadows II Apartments Development Project, comprised of a total of 225 rental units, developed as a 31-building campus-style layout located on +/- 14 acres of land area. This project includes a total of 168 market rate rental units, and a total of 57 affordable rental units which are restricted for occupancy by tenants (households) who qualify at 80% or less of the Area Median Income (AMI) for Nantucket County.
- The Sandpiper Place I and II Homeownership Development Project, comprised of a total of 94 buildable lots (including 81 single family lots and 13 duplex lots) located on +/- 16 acres of land area. This project includes a total of 67 market rate buildable lots, a total of 12 lots upon which homes will be built which will be restricted for sale to buyers (households) who qualify at 175% or less of the Area Median Income (AMI) for Nantucket County, a total of 12 lots upon which homes will be built which will be restricted for sale to buyers (households) who qualify at 80% or less of the Area Median Income (AMI) for Nantucket County, and a total of 3 lots to be exchanged with Housing Nantucket, upon which homes will be built which will be restricted for sale to buyers (households) or occupancy by tenants (households) who qualify at 150% or less of the Area Median Income (AMI) for Nantucket County.

With respect to sewer connection / capacity approvals and fees, to date, sewer connection permits for a total of 98 total rental apartment units (of the 225 total rental apartment units) within the Meadows II Apartments Development Project have been obtained, and sewer connection permits for a total of 6 total buildable lots (of the 94 total buildable lots) have either been obtained, or in various stages of application, review, or issuance.

Sewer Connection Fees and Sewer Privilege (Now Capacity) Fees Paid to Date

- An increment of 74 of the 98 total rental apartment units built to date within the Meadows II Apartments Development are comprised of market rate units (sewer connection fees have been paid for all of these units, at a rate of \$500.00 per unit, totaling \$37,000).
- An increment of 24 of the 98 total rental apartment units built to date within the Meadows II Apartments Development are 80% AMI restricted units (the sewer connection fees for these units were waived by the Sewer Commission, in accordance with its policy for such affordable units).
- Sewer privilege fees, totaling \$88,500, have been paid for all of the (fourteen) buildings within the Meadows II Apartments Development which have been built to date.
- An increment of 5 of the 6 total homes under construction within the Sandpiper Place I and II Homeownership Development are comprised of market rate homes (sewer connection fees have been paid for all of these units, at a rate of \$500.00 per unit, totaling \$2,500).
- An increment of 1 home under construction within the Sandpiper Place I and II Homeownership Development is an 80% AMI restricted home (the sewer connection fee for this home was waived by the Sewer Commission, in accordance with its policy for such affordable homes).
- Sewer privilege fees, totaling \$31,610, have been paid for all of the (five) market rate homes currently under construction within the Sandpiper Place I and II Homeownership Development.

Relevant Permitting and Regulatory Agreements

Although no explicit fee grandfathering provisions were incorporated in them, the responsibility for and requirement to pay the applicable sewer connection fees and sewer privilege (now capacity) fees were incorporated in the permitting / mitigation agreements that were negotiated by and between Richmond Great Point Development LLC and the Town of Nantucket (primarily with and through the Select Board) which were documented in a series of written agreements which were issued in conjunction with the discretionary approvals that were granted by the Town for these projects.

As we are sure the Sewer Commission and the Department can understand and appreciate, the cost budgets and financing / viability calculations for these workforce housing initiatives (Meadows II and Sandpiper Place I and II) and the bank financing for these projects were all based on the particular and specific unit density, mitigation, and permitting provisions that were in place at the time that these various agreements were negotiated and entered into (back in 2015, 2016, and 2017).

- The new rules and regulations (adopted on May 20, 2020) eliminated the distinction / provision for the (\$500 per unit) sewer connection fees for rental apartments or homes connecting into sewer mains that were less than two years old. The sewer connection fee is now charged at a uniform (\$4,000 per unit) amount, a multi-exponential increase which is seven (7) times the prior fee.
- The (new) fees also make no distinction between single family, duplex, or multi-family units, make no distinction between rental units or ownership units, make no distinction related to number of bedrooms per unit (which are customarily the most critical indicator of actual sewage generation), make no distinction related to size of the units, or any other variables that might have an impact on actual sewage generation or impact on the local sewer infrastructure.
- As relates to the (former) sewer privilege fee (now the sewer capacity fee) which was previously charged on a per lot or per building basis, in the case of multi-family developments, under the new rules and regulations, this fee is now being charged on a per unit basis, even for multi-family structures which are located on the same lot.

- As relates to the two major (workforce housing) initiatives that we have described herein, the multi-exponential increase in sewer connection fees and the reclassification of the manner by which the (former) sewer privilege fee (now sewer capacity fee) is charged would translate to the following changes (increases) in future fees charged.

**Potential Increases in Future Sewer Connection and Sewer Capacity Fees
Richmond Nantucket – Workforce Housing Initiatives**

Meadows II Apts. (94 Units)	Prior Fees	Current Fees	Increase	Exponent
Sewer Connection Fees	47,000	376,000	329,000	7.00 X
Sewer Privilege (now Capacity) Fees	107,474	630,364	522,890	4.87 X
Subtotal (94 Units)	154,474	1,006,364	851,890	5.52 X

* **Note:** The Sewer Privilege Fee (now the Sewer Capacity Fee) was Charged at \$6,322 Per Building; this Fee would now be Charged at \$6,706 Per Unit

Sandpiper Place I & II (84 Homes)	Prior Fees	Current Fees	Increase	Exponent
Sewer Connection Fees	42,000	336,000	294,000	7.00 X
Sewer Privilege (now Capacity) Fees	531,048	563,304	32,256	0.06 X
Subtotal (84 Units)	573,048	899,304	326,256	0.57 X

Cumulative Total (178 Units)	727,522	1,905,668	1,178,146	1.62 X

As depicted above, the potential increases to these fees, especially if charged retroactively, and having been instituted well after all of the myriad of permits for these two respective projects were approved, and well after all of the financial and other mitigation contributions (including both fees / exactions contributed and improvements funded and constructed) for the projects between the Town and Richmond had been fully negotiated and agreed to, are wholly and exponentially inequitable. This is especially true for the variety of reasons and based on the empirical information which is further provided below.

Exponentially Inequitable Nature of the Potential Increases

As relates to the elimination of the "new sewer" classification, where (lower) connection fees are charged for development which will be built along and connect to "new" sewers, as would be the case under the new regulations, the largest inequity related to the potential increases is the fact that the Richmond Meadows II and Sandpiper Place projects (if they are required to pay the increased fees) are tying into an entire network of new sewer mains and infrastructure which were funded and were constructed solely by Richmond, which essentially creates a "double jeopardy" inequity. None of the sewer mains and related sewer infrastructure within the project area were funded with any public funds or built by the Town.

- As a condition of the project approvals and as a means of mitigating the impacts of this new development, Richmond Great Point Development LLC funded and installed a total of +/- 1,600 linear feet (+/- 0.30 miles) of gravity sewer mains and sewer force mains within the major existing streets and new rights of way (including Lovers Lane, Greglen Avenue, Davkim Lane, Nancy Ann Lane, Ironwood Road, Beach Grass Road, Wildflower Drive, Harvey Road, and Sandplain Drive). In addition to serving Richmond's proposed development, these new sewers serve (and replaced many antiquated and failing septic systems) for properties which are owned / occupied by a wide variety of other property owners (not just Richmond). The cumulative construction cost to date of these "new sewers" (funded and built solely by Richmond) equals +/- \$880,000.
- In addition to the funding and construction of this extensive network of new sewers, as part of its project approvals, Richmond Great Point Development LLC further agreed to fund a series of upgrades to the Town's (existing) South Valley (Sewer) Pumping Station, in an amount up to \$375,000. This contribution benefits the entire Town sewer system, as well as surrounding existing and future development, not just that which is located within Richmond's properties.

As referenced above, the basis for the fees to be charged under the new regulations fails to take into consideration the significant differences in actual sewer generation and impact between different types of development, and between single family and multi-family housing. The failure to take these factors into account also exponentially and inequitably impacts the two major Richmond housing initiatives

It is a point of fact, and an accepted engineering / plumbing axiom that sewer generation and sewer impact from housing development is directly or close to directly correlated to the number of bedrooms per dwelling unit, and is then, secondarily (strongly) correlated to the size (in square footage) of the dwelling unit (all of which directly correlate to the number of (plumbing) fixtures per dwelling unit, which translates directly to the number of gallons of sewage generated per dwelling unit).

These facts and axioms are directly relevant to the magnitude of (inequitable) additional fees that the Richmond Meadows II and Sandpiper Place I and II housing initiatives would be required to pay in increased sewer connection and sewer privilege (now capacity) fees, especially for the multi-family units.

- To wit, on a dwelling unit by dwelling unit basis, multi-family dwellings (in this case, rental apartments) are significantly (and often exponentially) smaller than single family homes (in terms of square footage). Similarly, multi-family dwelling units (particularly rental apartments) have significantly (and often exponentially) fewer bedrooms per dwelling unit than single family homes; and also have significantly (often exponentially) fewer (plumbing) fixtures per dwelling unit than single family homes. These axioms are oftentimes further exaggerated in Nantucket, where single family homes (whether they be year-round homes or seasonal) often have high numbers of bedrooms, high numbers of (plumbing) fixtures, and are extremely large in terms of square footage - especially when compared to multi-family dwelling units (particularly rental apartments).
- By way of example, the entire (225 unit) Richmond Meadows II Apartments Development has a cumulative total of 320 bedrooms, which equates to an average of only 1.42 bedrooms per dwelling unit (per apartment). In contrast, the average single-family home in Nantucket has 3.5 bedrooms, an amount that is exponentially higher (+/- 2.5 times higher) in terms of the number of bedrooms per dwelling unit, compared to the Richmond Meadows II Apartments Development.
- Similarly, the (225 unit) Richmond Meadows II Apartments Development has an average size of 840 gross square feet per dwelling unit (including hallways, stairways, mechanical space, and common areas) and 760 usable square feet per dwelling unit (including only the area within the apartment unit itself). In contrast, the average single-family home in Nantucket is comprised of +/- 2,500 usable square feet per dwelling unit (per home), an amount which is exponentially higher (+/- 3.0 times higher) in terms of size (square footage) per dwelling unit, when compared to the Richmond Meadows II Apartments Development.
- This inequity extends to the housing initiatives as a whole, after also taking into consideration the Richmond Sandpiper Place I and II Homeownership Development Projects, which are comprised of a combination of eighty (80) single family homes and fourteen (14) duplex homes, equating to a cumulative total of one hundred and seven (108) dwelling units. Based on the overall project cap of 700 bedrooms that was agreed to and incorporated in the project approvals which were issued by the Town, and after subtracting out the 320 total bedroom allocation to the Meadows II Apartments Development, the 108 total dwelling units within the Sandpiper Place I and II Homeownership Development Projects are allocated a maximum (cap) of 380 bedrooms. This equates to an average of 3.51 bedrooms per dwelling unit. Accordingly, the cumulative maximum in both Richmond housing developments equates to an average of only 2.10 bedrooms per dwelling unit (700 total bedrooms allocated over a total of 333 dwelling units). Ergo, the average dwelling unit in Nantucket includes almost twice as many bedrooms per unit (1.7 times as many), when compared to the cumulative (maximum) average of the Richmond housing initiatives. This is not a moderate or an insignificant difference or inequity; it is an exponential difference and inequity, relative to charging the same sewer connection fee "per dwelling unit".

- Notwithstanding these exponential differences in sewer generation variables, under the new sewer regulations, the sewer connection and sewer privilege (now capacity) fees for all dwelling units are charged at the same rate (regardless of type of dwelling, number of bedrooms per unit, size per unit, number of (plumbing) fixtures per unit, etc.).
- This glaring inequity becomes even more punitive after taking into account the fact that the (new) Richmond housing units are connecting into (new) sewers and (new) sewer infrastructure that has been funded and built solely by Richmond, not sewers built with any public funds, or by the Town of Nantucket (as referenced above).

We realize that some of these impacts and inequities may not have been anticipated in the analysis leading up to and during the consideration of the new sewer regulations, partly because the multi-family / workforce housing concept is so new in Nantucket, and given that no other properties on the Island have yet been developed in this manner.

As such, we suspect that the complete elimination of the "new" sewer connection fee, coupled with the application of sewer privilege (now sewer capacity) fees for multi-family development on a per unit basis (as opposed to on a per lot or per building basis) may have been an unintended consequence (oversight) with respect to the new sewer regulations.

Based on all of the foregoing information and documentation, we would respectfully request that the Sewer Commission and the Town Sewer Department reconsider these changes as they relate to the sewer connection fees which are charged to development on the "new" sewers which have been funded and constructed solely by private parties to serve these projects, and the basis upon which sewer privilege (now sewer capacity) fees are charged to multi-family (workforce housing) projects, or, at a minimum, vote to grandfather the fees charged to the two workforce housing initiatives described herein to those which were in place at the time the Town discretionary permits for these projects were issued.

If you or any of the members of the Sewer Commission or the Town Sewer Department staff have any immediate questions with respect to the information and documentation provided herein, please feel free to contact me at 978-988-3900, Extension # 12.

Very truly yours,



David J. Armanetti
Director of Real Estate Development
On Behalf of Richmond Great Point Development LLC
And Richmond Meadows Two ACK, LLC

Cc: Philip Pastan, TRC
Kathryn Fossa, TRC
Andrew Burek, Esq., RGPDLLC
C. Elizabeth Gibson, Town Manager, TON
Andrew Vorce, Director of Planning, TON

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:

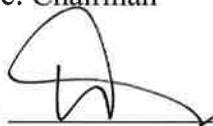
Richmond Great Point Development, LLC, a
Delaware Limited Liability Company

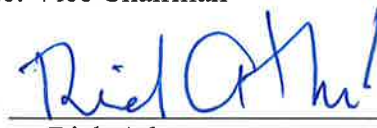
By: _____
Name: Philip Pastan
Title: Manager

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

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 2/26/205, 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

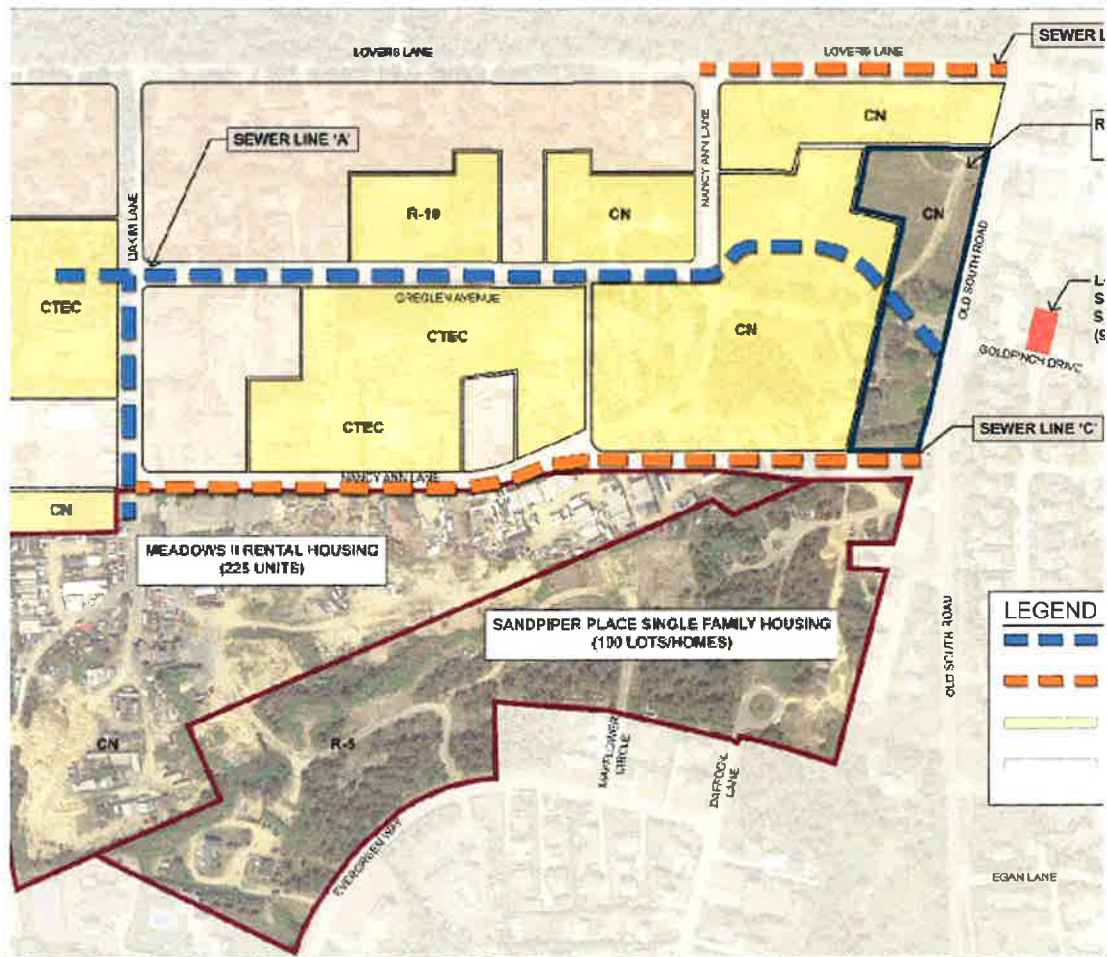
It is the policy of the Town that all private service connections shall be made within the "Limits of Adjacency" of the public sewer system. The only alternative to lengthy individual service connections extending from an existing public sewer shall be a public sewer construction in accordance with the 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 # 16-01-106

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

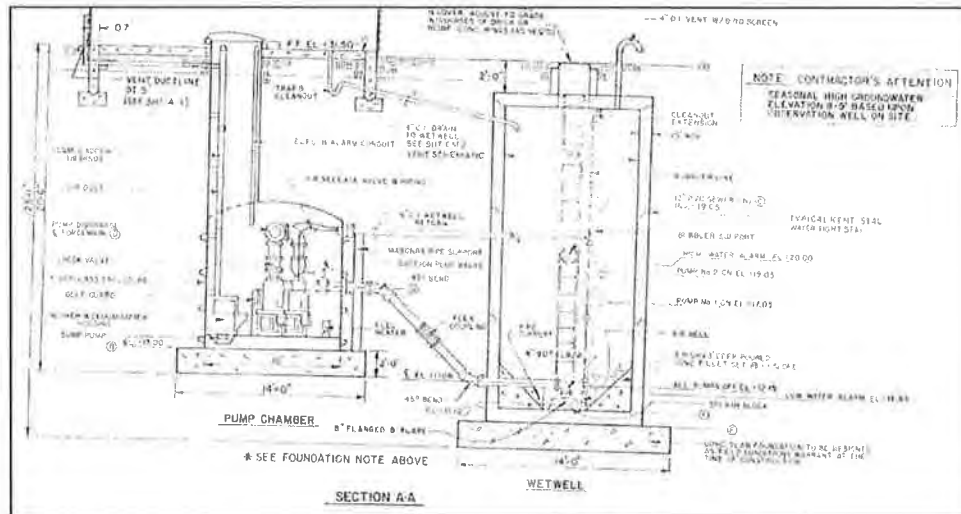


Figure 2: Section view of South Valley Pumping Station from As Built Plans.

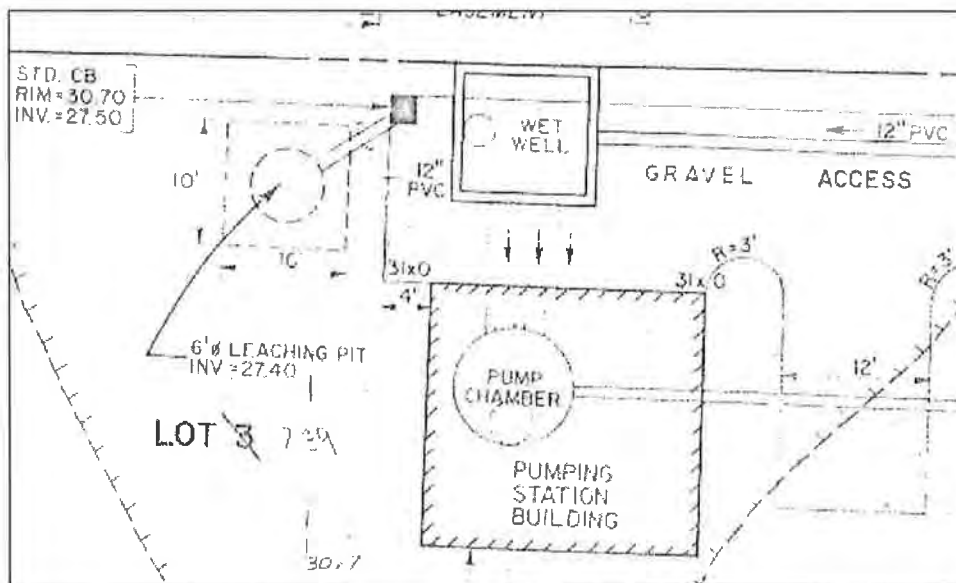


Figure 3: Plan view of South Valley Pumping Station site layout illustrating connections between the wet well and dry well.

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.

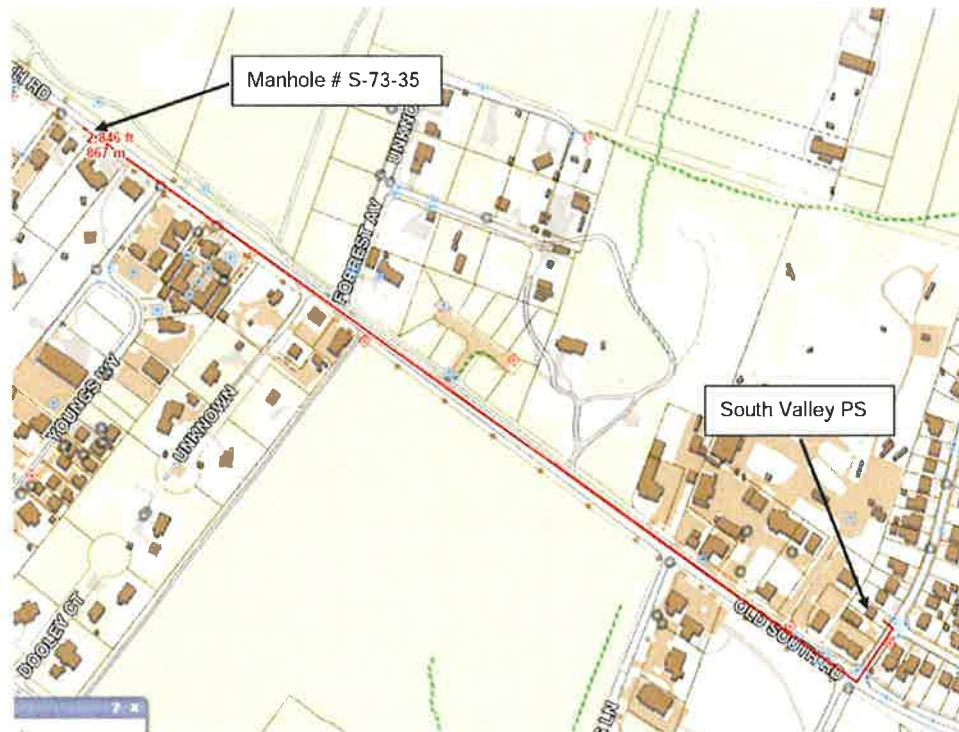


Figure 4: Map from Town of Nantucket's GIS website illustrating the location of the 12-inch, PVC forcemain.

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
Environmental Engineers & Scientists

Table 2: Existing pump station capacity.

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

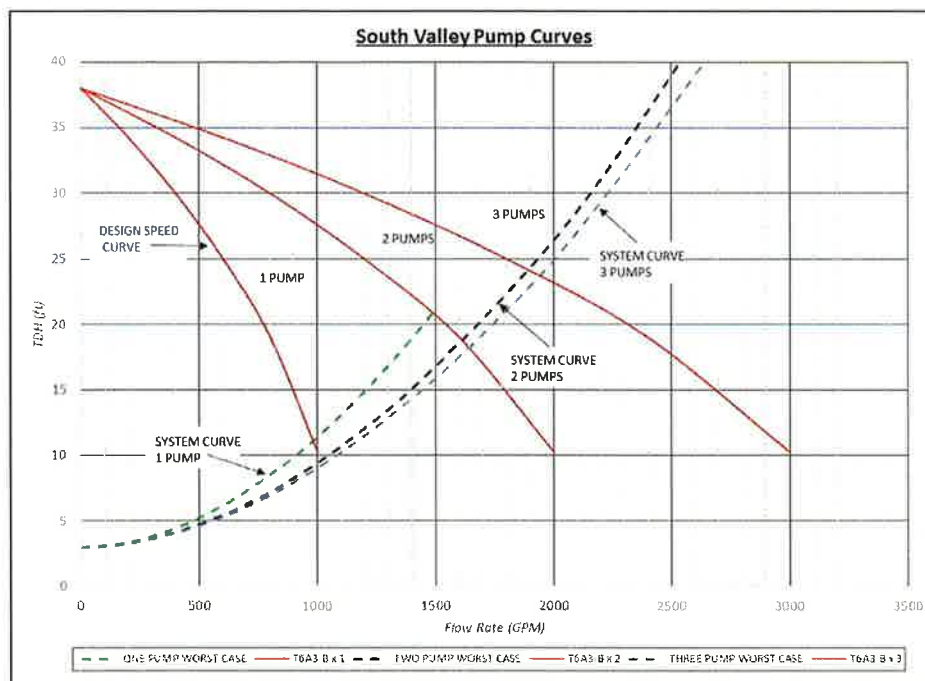


Figure 5: System head curves and manufacturer pump curves for the South Valley Pump Station.

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%.

**SOUTH VALLEY PUMPING STATION
TECHNICAL MEMORANDUM**

HAZEN AND SAWYER
Environmental Engineers & Scientists



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
Environmental Engineers & Scientists

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
Environmental Engineers & Scientists

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

**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.

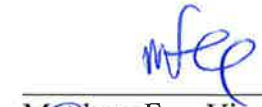
NANTUCKET BOARD OF SELECTMEN*

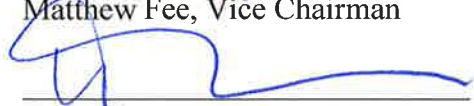
By:


Robert DeCosta, Chairman


Tobias Glidden, Member


Rick Atherton, Member


Matthew Fee, Vice Chairman

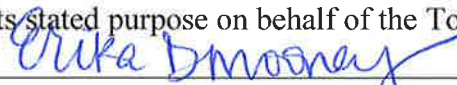

Dawn E. Hill Holdgate, Member

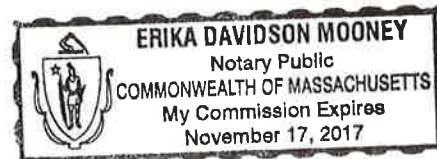
*Pursuant to a vote taken by the Board of Selectmen on November 9, 2015.

COMMONWEALTH OF MASSACHUSETTS

Nantucket, SS.

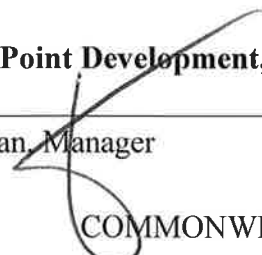
On this 9 day of November 2015, before me, the undersigned Notary Public, personally appeared Robert DeCosta, Chair of the Nantucket Board of Selectmen, as aforesaid, who proved to me through satisfactory evidence of identification, which was personal knowledge, to be the person whose name is signed 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

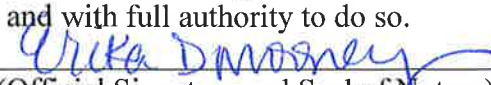
By:

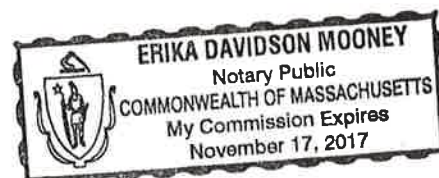

Philip Pastan, Manager

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



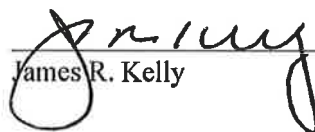
Dawn E. Hill Holdgate, Vice Chair



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

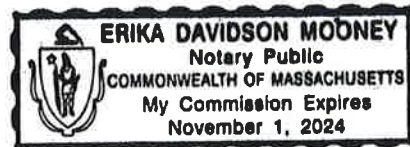
COMMONWEALTH OF MASSACHUSETTS

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

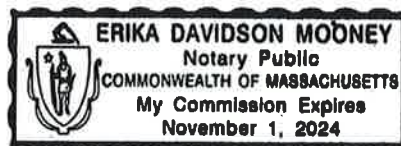
Nantucket, ss.

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

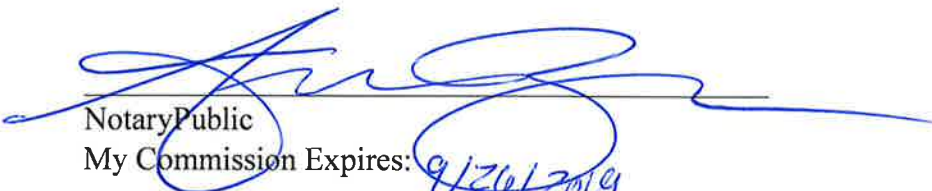


JP
1/19/19

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

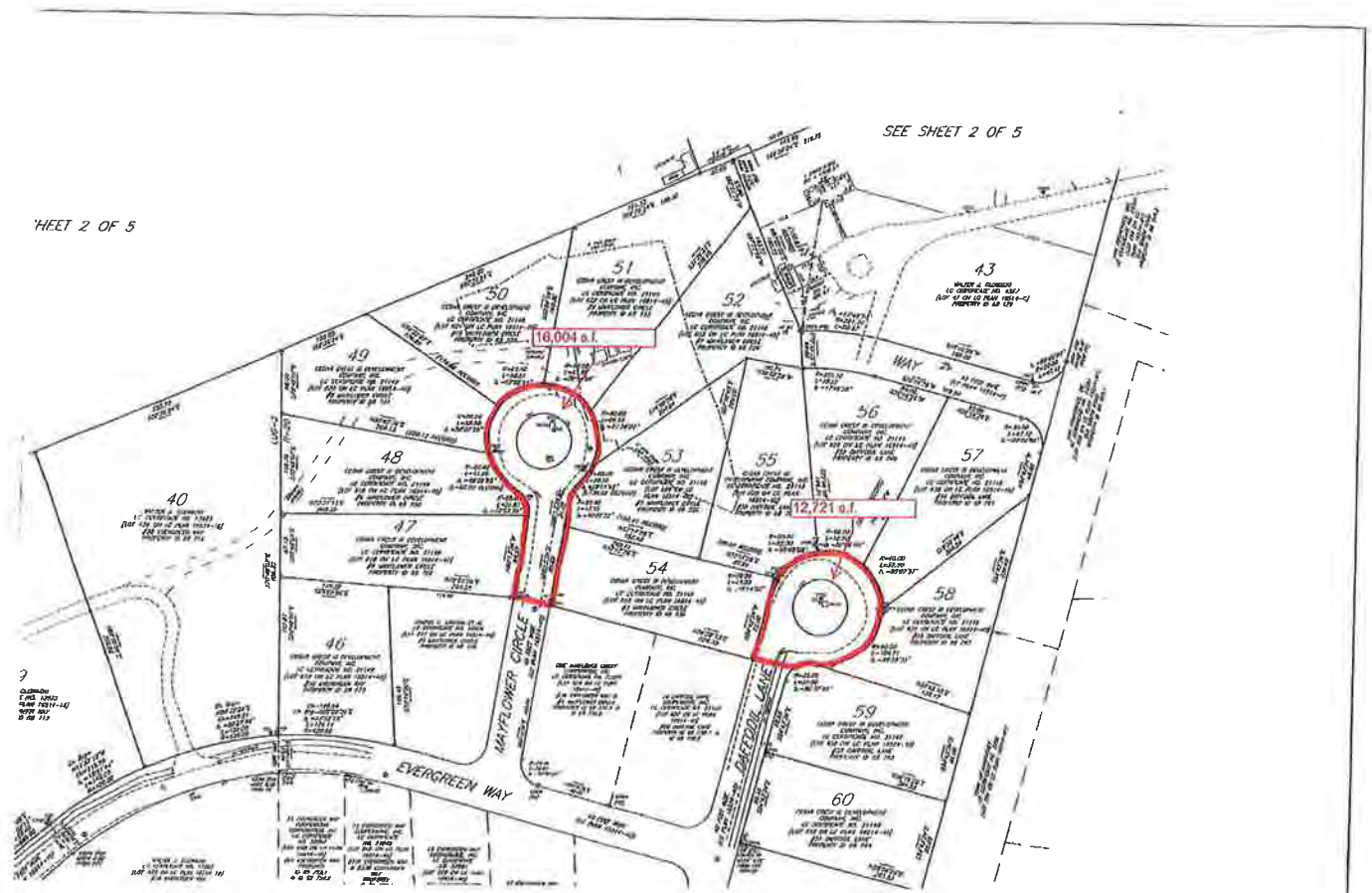


Exhibit C

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



Cert: 24872 Doc: APPRVL
Registered: 06/26/2017 02:33 PM



17
NANTUCKET
TOWN CLERK
2017 MAR -9 PM 1:49

Nantucket Planning Board

SPECIAL PERMIT DECISION WITH (MAJOR) SITE PLAN REVIEW (SPR)

"MEADOWS II" WORKFORCE RENTAL HOUSING DEVELOPMENT PROJECT

20 Davkim Lane and 20(R) Davkim Lane

Planning Board File # 40-16

Owner / Applicant: Richmond Great Point Development LLC

Nantucket Tax Assessors Map and Parcels:

Map 68, Parcel 57 (20 Davkim Lane), and Map 68, Parcel 56.1 (20(R) Davkim Lane)

Nantucket Registry District Title:

Lot 184 on Land Court Plan 16514-Z (Certificate of Title 24872) (20 Davkim Lane)
Lot 206 on Land Court Plan 16514-7 (Certificate of Title 24872) (20(R) Davkim Lane)

Applicable Zoning:

Commercial Neighborhood (CN) Zoning District - Eligible for the "Workforce Rental Community Maximum Dwelling Unit Allowance" Under Zoning Bylaw Section 139-8(D)

February 23, 2017

Project Overview:

The Planning Board of the Town of Nantucket held public hearings to consider a request by Richmond Great Point Development LLC (as Owner / Applicant) for the issuance of a Special Permit, requiring (Major) Site Plan Review, to allow for the development of eight (8) contiguous workforce rental housing communities. The project, to be known as "Meadows II", will capitalize on an opportunity to enhance an underutilized and blighted site.

Meadows II is comprised of the development of a cumulative total of two hundred and twenty-five (225) rental apartment units, including a total of +/- 200,000 gross square feet of floor area, to be developed in thirty-eight (38) individual two-story "garden" style apartment buildings configured in a master-planned "campus" style setting, integrated with connecting roadways, parking, open space areas, pedestrian / bicycle paths, and landscaping, along with one (1) free-standing management office and maintenance building, all of which will be located on a +/- 14.7 acre sized site, located off of Davkim Lane. Twenty-five percent (25%) of the total units, or fifty-six (56) units, will be affordable to tenants who qualify under the household income limits of eighty percent (80%) or less of the Area Median Income (AMI).

The special permit application was filed and has been reviewed pursuant to the following sections of the Town of Nantucket Zoning Bylaw: Section 139-2 (Definitions and Word Usage); Section 139-3(A) (Districts Enumerated); Section 139-7(A) (Use Chart); Section 139-8(D) (Residential Development Options); Section 139-30 (Special Permits); Section 139-23(B)(2) (Major Site Plan Review); and Section 139-18(D) Off Street Parking Requirements.

The subject property is also located within the Town Overlay District (TOD) as described in Section 139-12E of the Zoning Bylaw and the Public Wellhead Recharge (PWR) Overlay District and, as such, any future development within the subject property / subdivision must comply with the provisions of Section 139-12(B) of the Zoning Bylaw (including the requirement that “all land uses, buildings, and accessory structures, that result in rendering impervious more than 15% or 2,500 square feet of any lot, whichever is greater” shall be prohibited “unless a system for artificial recharge of 95% of annual precipitation is provided that will not result in the degradation of groundwater quality”).

The Planning Board notes that a Definitive Subdivision Plan (AR) (Planning Board File # 8013) creating the underlying lots for this Special Permit was approved on January 26, 2017. The special permit application was filed and reviewed by the Planning Board for consistency with the Zoning Bylaw, particularly with the workforce rental community provisions of Section 139-8(D).

Project Description:

The Meadows II project implements the zoning initiative approved in Article # 2 of the November 9, 2015 Special Town Meeting, the provisions of which were subsequently codified as Section 139-8(D) (Residential Development Options) of the Zoning Bylaw.

The primary provisions of this workforce rental community initiative are comprised of the opportunity for a prospective development to be eligible for a thirty-three percent (33%) dwelling unit density bonus, above the maximum baseline dwelling unit density set forth in the underlying zoning (up to a maximum total of thirty-two (32) units per lot, as opposed to a maximum total of up to twenty-four (24) units per lot) if the prospective development reserves at least twenty-five percent (25%) of the total number of rental apartments (inclusive of the rental apartments achieved through the density bonus allowance) to be leased to tenants who qualify under the income limits and at rents that meet the local affordable housing thresholds, as established in the zoning.

In addition to the dwelling unit density bonus provision, development projects which qualify under this zoning initiative may, subject to the discretion of the Planning Board, be permitted additional relief with respect to the minimum required setbacks, and minimum required regularity factor criteria, provided the proposed project meeting the affordability requirements, in accordance with the Zoning Bylaw.

The proposed project will offer a mix / range of studio units, one bedroom units, two bedroom units, and three bedroom units.

**Meadows II Workforce Rental Community Development Project
Proposed Unit Mix**

Unit Types	Number of Units (Per Type)	Percentage of All Units (Per Type)	Total Number of Bedrooms
Studio (S) Units	17	8 %	17
One (1) Bedroom Units	89	39 %	89
Two (2) Bedroom Units	97	43 %	194
Three (3) Bedroom Units	22	10 %	66
Subtotal	225 Units	100 %	366

As indicated, the proposed project will have a cumulative total of two hundred and twenty-five (225) rental apartment units. Under the applicable zoning, a maximum cumulative total of two hundred and fifty-six (256) units could be developed (a maximum of 32 units in each of the 8 distinct qualifying workforce rental community lots). As a result, the project, as proposed, will be developed at a density that has, in the aggregate, thirty-one (31) fewer units, or approximately twelve percent (12%) fewer units, when compared to the maximum number permitted under the applicable zoning.

Based on the preliminary unit mix described above, the proposed project will have a cumulative total of three hundred and sixty-one (361) bedrooms, which is equal to a bedroom per unit ratio of 1.60 bedrooms per unit. Under the applicable zoning, a maximum cumulative total of four hundred and fifty-six (456) bedrooms could be developed (a maximum of 57 bedrooms in each of the 8 distinct qualifying workforce rental community lots). As a result, the project, as proposed, will be developed at a density that has ninety-five (95) fewer bedrooms, or approximately twenty-one percent (21%) fewer bedrooms, when compared to the maximum number of possible bedrooms permitted under the applicable zoning.

Based on the building configuration and building layouts shown on the proposed plans, as referenced herein, which is comprised of thirty-eight (38) individual buildings, the proposed project will have a total ground cover of +/- 100,000 square feet, generating an overall ground cover ratio of approximately seventeen percent (17%) (this is based on the cumulative net land area of the proposed project site, equal to +/- 13.2 acres, excluding subdivision rights-of-way and other ways serving the project).

Under the applicable zoning, a maximum of +/- 287,500 square feet could be developed, equal to the maximum ground cover of fifty percent (50%). As a result, the project, as proposed, will be developed at a density that has +/- 187,500 square feet less ground cover, or approximately sixty-five percent (65%) less ground cover than the maximum ground cover permitted under the applicable zoning. The ground cover ratios and the compliance of each of the eight (8) distinct workforce rental housing community lots are similarly below the maximum permitted thresholds (as shown on the spreadsheet attached as Exhibit A to this Decision).

Summary of Applicable Affordable Housing Provisions

An increment of seventy percent (70%) of the fifty-six (56) total affordable units within the proposed project, equal to an increment of thirty-nine (39) of the affordable units, the maximum increment allowed under state law, will be leased to tenants who qualify for the "local preference" including individuals who are: (1) current local residents, (2) current municipal employees, (3) employees of any local private businesses, and (4) non-resident households with children attending local schools.

Accordingly, as a result of the designation of the twenty-five percent (25%) increment of the total number of affordable units, all of the (225) units to be developed within the project will be eligible to qualify as Local Approval Units (LAU's) under the Local Initiative Program (LIP) for inclusion on the Subsidized Housing Inventory (SHI) of the Town of Nantucket as such programs are administered and as such inventory is maintained by the Commonwealth of Massachusetts Department of Housing Community Development (DHCD), a status that is particularly important in the Town's objective of achieving a greater supply of affordable housing within the community.

Basis of the Findings:

The Planning Board based its decision after considering the following documents:

- A "Memorandum of Agreement" dated November 9, 2015 between Richmond Great Point Development LLC and the Town of Nantucket Board of Selectmen.
- An "Application for a Special Permit" form, dated June 13, 2016 (and as time stamped as received by the Town of Nantucket Town Clerk and the Town of Nantucket Planning and Land Use Services (PLUS) Department on June 15, 2016).
- A cover letter including a variety of detailed project description and technical information entitled "Submittal of Application for Special Permit (Workforce Rental Community)" dated June 10, 2016 (and as time stamped as received by the Town of Nantucket Town Clerk and the Town of Nantucket Planning and Land Use Services (PLUS) Department on June 15, 2016).
- A plan set entitled Definitive Subdivision Plan, "Sandpiper Place" Single Family Homeownership Project as prepared by Green Seal Environmental, Inc., dated August 3, 2016, depicting the subdivision of the lots along with the applicable / customary notes and details (totaling 31 sheets).

- A plan set entitled Definitive Subdivision Plan, "Sandpiper Place" Single Family Homeownership Project as prepared by Bohler Engineering, dated December 5, 2016, depicting the subdivision of the lots along with the applicable / customary notes and details (totaling 31 sheets) (this superseded the plan set described above, prepared by Green Seal Environmental, Inc., dated August 3, 2016).
- The "Master Plan" Richmond Great Point Development LLC Old South Road Properties Nantucket MA (multiple revisions, with most recent revision dated January 26, 2017), prepared by Bohler Engineering (Exhibit - Plan / 1 Sheet).
- The "Potential Roadway Categorization Exhibit" (Exhibit) Richmond Great Point Development LLC Old South Road Properties Nantucket MA, dated January 9, 2017, prepared by Bohler Engineering (Exhibit - Plan / 1 Sheet).
- The "Typical Roadway Section" (Exhibit) Richmond Great Point Development LLC Old South Road Properties Nantucket MA, dated January 9, 2017, prepared by Bohler Engineering (Exhibit - Plan / 1 Sheet).
- The "Traffic Impact and Access Study" Old South Road Mixed-Use Development Nantucket, Massachusetts, dated August 26, 2016, prepared by Ron Muller & Associates (Including Various Conceptual Design Plans), the "Peer Review" (Letter) Old South Road Mixed-Use Development Nantucket, Massachusetts, dated October 21, 2016, prepared by Tetra Tech, the "Response to Traffic Peer Review Comments" (Including Various Updated Conceptual Design Plans) Old South Road Mixed-Use Development Nantucket, Massachusetts, dated January 12, 2017, prepared by Ron Muller & Associates, and the "Peer Review (2nd Letter)" (Letter) Old South Road Mixed-Use Development Nantucket, Massachusetts, dated February 7, 2017, prepared by Tetra Tech.
- The "Supplemental Trip Generation and Traffic Impact Sensitivity Analysis" Prospective Development of Accessory, Secondary, Tertiary, or Duplex Dwellings Proposed "Sandpiper Place" Single Family Housing Subdivisions, Nantucket MA, dated January 17, 2017, prepared by Ron Muller & Associates, and the "Trip Generation Request" (Letter) Old South Road Mixed-Use Development Nantucket, Massachusetts, dated January 25, 2017, prepared by Tetra Tech.
- The "Fiscal Impact Analysis" Meadows II and Sandpiper Place Development Project, Nantucket Massachusetts, dated September 21, 2016, prepared by Connery Associates, and the "Review of Sandpiper Place, Meadows II Fiscal Impact Analysis", dated January 25, 2017, prepared by RKG Associates, Inc.
- The technical review and comments and input provided to the owner / applicant at a series of three "coordinated review meetings" conducted on July 5, 2016, October 2, 2016, and December 20, 2016 by the Nantucket Planning and Land Use (PLUS) Department staff with input provided by staff representatives of other Town departments (including, but not limited to the: Nantucket Department of Public Works, Nantucket Fire Department, Nantucket Police Department, Nantucket Health Department, and the Nantucket Department of Natural Resources).

- Assorted correspondence and documents that are on file with the Planning Board, File # 40-16

In addition, the Planning Board considered Representation, testimony, and correspondence received and made part of the record in connection with the public hearings held by the Planning Board on July 11, 2016, August 8, 2016, August 25, 2016, September 12, 2016, September 28, 2016, October 13, 2016, October 27, 2016, November 14, 2016, January 9, 2017, January 19, 2017, January 26, 2017, February 2, 2017, February 13, 2017, February 16, 2017, and February 23, 2017. Minutes of these meetings are on file with the Planning Board.

Findings:

Based on its review of the application in accordance with the Zoning Act (MGL c. 40A), the Zoning Bylaw, the above-referenced documents, plans, and other materials submitted by the Applicant, et al., and the testimony received at the public hearings, the Planning Board find that:

- a. The proposed development is consistent with the provisions of The Zoning Act of the Commonwealth of Massachusetts (MGL c. 40A) and the Zoning Bylaw of the Town of Nantucket (Ch. 139).
- b. The development provides a greater diversity of housing opportunities to residents in fulfillment of the objectives cited in the Nantucket Master Plan, as adopted by Article 26 at the 2009 Annual Town Meeting.
- c. The residential dwelling / Apartment Building use, and the structures proposed for development are in harmony with the general purpose and intent of Article # 2 as approved at the November 9, 2015 Special Town Meeting and Section 139-8D of the Zoning Bylaw incentivizing the creation of workforce and affordable rental housing opportunities.
- d. Implementation of the development will create a compact neighborhood having consistency and flexibility in its layout and design, proximate to compatible adjacent commercial uses for the convenience of its occupants.
- e. The eight (8) individual lots comply with the workforce rental community minimum lot size requirement of sixty thousand (60,000) square feet each in the Commercial Neighborhood (CN) Zoning District.
- f. The requirements of Section 139-18 of the Zoning Bylaw have been met by the provision of a total of three hundred seventy-seven (377) off-street parking spaces. The Planning Board finds that the required minimum number of off-street parking spaces of one (1) space per bedroom, equal to three hundred sixty-one (361) spaces, has been exceeded by sixteen (16) spaces.
- g. The conditions imposed hereby ensure that certain units in the proposed project will be eligible for approval as Local Action Units (LAU) through the Local Initiative Program (LIP) and will be included on the Town's Subsidized Housing Inventory.

- h. The project approved hereby furthers the objectives of and serves to implement the Housing Goals and Implementation Strategies of the Nantucket Chapter 40B Housing Production Plan, dated July 2016, by RKG Associates Inc., as prepared for the Nantucket Affordable Housing Trust and Nantucket Planning and Land Use Services Department.
- i. The project complies with the following review objectives contained within Section 139-23E of the Zoning Bylaw, as modified and/or conditioned as applicable:
 - 1. *Protection of public amenities and abutting properties through the mitigation of any detrimental impacts of any proposed use:* adjacent public facilities and roadways are enhanced and new public facilities are introduced within the project area to serve existing and future residents. Effects to abutting residential properties are minimized through the location of structures, rather than parking areas, in closest proximity to existing and future residential uses (in most locations);
 - 2. *Protection of unique, natural, scenic, or historic features of the site, and the minimization of the obstruction of scenic views, where applicable:* not applicable.
 - 3. *Safety and convenience of pedestrian and vehicular movement within the site, and in relation to rights-of-way and properties in proximity to the site:* sidewalks and pedestrian access points connecting the development to adjacent existing and proposed neighborhoods, and to Old South Road, are required and will be provided by the Applicant. Throughout the development, parking areas are internal to the lots and are screened by the proposed buildings and landscaping. Roadway width and design is appropriate for the scale and density of the development. In accordance with the *Rules and Regulations Governing the Subdivision of Land*, roadway connections are reserved for future implementation and where possible, roadway connections will be constructed.
 - 4. *Adequacy of proposed sewage and refuse disposal, and drainage of surface and subsurface water:* all units within the development will be served by municipal water and sewer systems. Stormwater management was reviewed for conformance with Section 139-12B of the Bylaw and the "Rules and Regulations Governing the Subdivision of Land". Refuse disposal for the individual lots will be handled consistent with established residential practices.
 - 5. *Adequacy of off-street parking and loading:* on-site parking for each lot will be provided pursuant to Section 139-18, with some parking areas servicing more than one lot. In addition, on-street parking has been included as part of the roadway design for the development.
 - 6. *Minimization of traffic and safety impacts upon public and private rights-of-way:* vehicular and pedestrian improvements are consistent with the "Traffic Impact and Access Study" referenced in the "Basis of the Findings" section of this decision. Proposed vehicular and pedestrian improvements, as detailed herein, will serve to mitigate traffic congestion and reduce the need for additional vehicle trips to already congested areas of the Town of Nantucket.

7. *Adequacy of Town services and infrastructure:* based on the conclusions of the "Fiscal Impact Analysis", as reviewed by RKG Associates, this development provides needed housing and does not render Town services or infrastructure to be inadequate in any way.
- j. The project complies with the following performance standards pursuant to Section 139-23F of the Zoning Bylaw, as modified and/or conditioned as applicable:
1. *To the extent feasible, access to the site shall be provided utilizing a common driveway or a side street;*
 2. *Driveway accesses shall be limited to the minimum width necessary for safe entering and exiting, and shall be designed to provide adequate sight distances;*
 3. *The project design shall ensure safe pedestrian and vehicular circulation within the site;*
 4. *The special permit granting authority may require that a traffic mitigation plan be submitted, which addresses the traffic impacts of a project through alternative physical layouts, staggered employee work schedules; public transit incentive programs for both employees and customers; or other innovative means of reducing traffic impacts.*
 5. *Sidewalks and/or bicycle paths may be required by the special permit granting authority.*
 6. *Parking areas shall be designed to reduce their visual impact from public and private rights-of-way.*
 7. *The special permit granting authority may, at its discretion, require enhanced landscaping features based on a determination that additional landscaping is necessary to protect abutting properties and public and private roads from incompatible development.*
 8. *All stormwater runoff from impervious surfaces shall be recharged on-site, unless, during the course of site plan review, it is determined by the review authority that recharge is infeasible or is undesirable because of risks to water quality from such recharge.*
 9. *Collection systems for stormwater runoff shall be designed for at least a twenty-five-year storm.*
 10. *The erosion and sedimentation control plan shall be designed to protect drainage systems, surface waters, public and private roads, and abutting properties from site-generated erosion and sedimentation.*
 11. *Utilities shall be installed underground where physically and environmentally feasible. Any aboveground improvements ancillary to utility services to a site shall be depicted on the plan, and shall be properly screened.*

- 12. Outdoor storage areas must be identified on the plan and details concerning the screening of the storage area from public or private roads shall be provided.*

Performance standards 1, 2, 5, and 6 are addressed by requiring parking areas to be primarily screened from view by the proposed structures, with some parking areas being screened by vegetation which will minimize visual impacts from adjacent ways.

Performance standards 3, 4, and 5 have been addressed in the required roadway elements of the project.

Performance standards 6 and 7 have been addressed through the requirement of extensive street tree plantings, including roadway median features.

Performance standards 8, 9, and 10 have been addressed through stormwater management systems meeting Section 139-12B of the Zoning Bylaw and the "Rules and Regulations Governing the Subdivision of Land". Erosion and sedimentation control was reviewed by the Planning Board consulting engineer and is shown on the definitive subdivision plans.

Performance standard 11 is addressed, as all utilities serving the development will be installed underground in accordance with the requirements of each respective utility.

Performance standard 12 does not apply.

Based on the findings above, the project, as approved hereby, meets the required Site Plan Review guidelines; which supports the Planning Board's grant of special permit relief.

Decision and Conditions of Approval:

The Planning Board is required to render a decision on the application based on the provisions of Section 139-8(D) (Residential Development Options) of the Zoning Bylaw and Section 139-23 (Site Plan Review) of the Zoning Bylaw.

Based on the foregoing application / proposal, the findings, the above referenced documents and the testimony given at the public hearings, the Nantucket Planning Board hereby APPROVES this application based on 5 - 0 vote in favor of approval. Finding that the application is in harmony with the general purposes and intent of the Zoning Bylaw, the Planning Board hereby GRANTS to Owner / Applicant, the following Special Permits and approvals:

1. Special Permit issued to allow for the creation of the Meadows II Workforce Rental Housing Development Project, comprised of a total of eight (8) distinct but contiguous workforce rental community lots pursuant to Section 139-8(D) of the Nantucket Zoning Bylaw.
2. Special Permit issued to allow for the development of up to a cumulative total of two hundred and twenty-five (225) rental apartment units, to be located in a series of up to thirty-eight (38) individual apartment buildings and one (1) leasing / management building, as further described herein, in accordance with Section 139-7(A), Section 139-8(D) and Section 139-2(A) of the Zoning Bylaw.

3. Special Permit issued to grant relief from Section 139-18(A)(4) of the Zoning Bylaw, in accordance with and as a result of the findings required under Section 139-18(D) of the Zoning Bylaw, to allow for the provision of a portion of the required off street parking on different (adjacent) lots from the principal or accessory use that they are required to serve.
4. Major Site Plan Review approval, allowing for the development of the project as shown on the project plans, and in accordance with the conditions of approval set forth herein.
5. All other permits and/or approvals, not otherwise specifically enumerated, but which are deemed incidentally necessary or convenient to effectuate the intents of the relief granted hereby.

The Planning Board sets forth the following conditions to its approval:

A. Density and Affordability Conditions

1. The total number of workforce rental community dwelling units in the project shall be limited to a maximum of two hundred twenty-five (225) dwelling units. The total number of dwelling units within any workforce rental housing community shall not exceed thirty-two (32). The total number of bedrooms within any individual workforce rental community, as such term is defined in Section 139-8(D) of the Zoning Bylaw, shall not exceed fifty-seven (57).
2. The unit-mix within any building, or subset of buildings, within any workforce rental community approved hereby, (i.e., the number of three (3) bedroom, two (2) bedroom and one (1) bedroom units, or any studio unit), may be altered or amended at the sole and absolute discretion of the Applicant without any further review or action of the Planning Board, so long as the aggregate bedroom limit of fifty-seven (57) bedrooms is not exceeded in any one discrete workforce rental community, and that all workforce rental communities taken as a whole, provide for not less than ten (10%) percent three (3) bedroom units.
3. Fifty-six (56) of the total two hundred twenty-five (225) dwelling units located in the Meadows II Workforce Rental Housing Development Project shall be restricted in perpetuity, as dwelling units for lease to households earning not more than eighty (80%) percent of the Area Median Income (AMI), adjusted for household size, as determined consistent with the income limits issued by the U.S. Department of Housing and Urban Development (HUD), updated annually, as set forth in the "Guidelines for G.L. c. 40B Comprehensive Permit Projects and the Subsidized Housing Inventory" dated December 2014, as issued by the Commonwealth of Massachusetts Department of Housing and Community Development (DHCD), as amended through the date of this Decision (the "DHCD 40B Guidelines"). Rents payable for workforce rental housing dwelling units which are subject to the eighty (80%) percent AMI income limits shall not exceed the maximum allowable rents as determined in accordance with the calculation methodology and formulas as set forth in the DHCD 40B Guidelines.

4. The remaining one hundred sixty-nine (169) dwelling units shall not be subject to any of the income limit, qualification or maximum rent limitations referenced herein, and shall be considered "market-rate" units.
5. All dwelling units which are subject to the eighty (80%) percent AMI income limits shall be distributed proportionately throughout the project in accordance with Section VI(B)(4)(d) of the DHCD 40B Guidelines, including confirming that the unit-mix allocation (i.e., the number of bedrooms per unit) is proportionally distributed between the market rate and the affordable rate units within the project, and shall be depicted upon plans submitted to the Planning Board, or their designee, for review and approval prior to the filing of final plans. All dwelling units which are subject to the eighty (80%) percent AMI income limitations shall be indistinguishable from the market-rate units of the same unit type on the exterior and shall contain comparable base fixtures and finishes on the interior in accordance with Section VI(B)(4) of the DCHD 40B Guidelines. Any alteration of the location of the dwelling units which are subject to the eighty (80%) percent AMI income limits, or their disbursement throughout the project, shall be submitted to the Planning Board, or their designee, for review and approval.

B. Utility, Infrastructure and Improvements

1. The Planning Board notes that a total of nine (9) building types are currently shown on the plans. The Planning Board encourages the Applicant to be more creative with the design and to vary the building typology and arrangement, and to consider other types of varied designs. The Planning Board specifically encourages the Applicant to pursue an alternative approach that would reduce the contrast in structure design and size between the multi-family and single-family phases of the Meadows II, Sandpiper I (South), and Sandpiper II (North) developments (all of which are being developed concurrently by the Applicant). The Planning Board encourages the Applicant to explore varied housing types and materials to broaden the architectural palette. Any changes to the building type or configuration shall be shown on the final plans. Following approval of the final plans, any modification to the building configuration and / or exterior design of the project that results from the ongoing review of the project by the Nantucket Historic District Commission (HDC) shall not be deemed substantial under this Condition Number B-1 and shall not require additional Planning Board review unless such modification increases the total ground cover for an individual building to a total in excess of twenty percent (20%), or reduces any yard setbacks (front, rear, or sides) by five (5) linear feet or more.
2. The final plans shall depict and/or note the following:
 - a. Lot 1
 - a. The reservation of open space should be maximized to the greatest extent possible. Specific details shall be included about the use of the open space, the age bracket of who it is intended for (which shall be varied), and the types of materials/equipment that will be installed.
 - b. The parking area will connect to the rear access lane behind lots 59-63, and will also connect between Lots 62 and 63 to Roadway E, all within the Applicant's adjacent Sandpiper Place II (North) Workforce Homeownership Development Project.

- c. The parking area shall be paved.
 - d. Consolidated mailbox and dumpster locations shall be identified.
- b. Lot 2
 - a. The reservation of open space should be maximized to the greatest extent possible. Specific details shall be included about the use of the open space, the age bracket of who it is intended for (which shall be varied), and the types of materials/equipment that will be installed.
 - b. The parking area will be integrated with the parking area for Lot 4, and will connect to the rear access lane behind lots 56-58 which will connect between Lots 53 and 54 to Roadway E, all within the Applicant's adjacent Sandpiper Place I (South) Workforce Homeownership Development Project.
 - c. The twelve (12) space parking lot shared with Lot 4 shall be reduced or substantially eliminated, and these shall spaces shall be distributed in other locations throughout the project.
 - d. The parking area shall be paved.
 - e. Consolidated mailbox and dumpster locations shall be identified.
- c. Lot 3
 - a. The reservation of open space should be maximized to the greatest extent possible. Specific details shall be included about the use of the open space, the age bracket of who it is intended for (which shall be varied), and the types of materials/equipment that will be installed.
 - b. The parking area will be integrated with the parking areas for Lots 4 and 5.
 - c. The parking area shall be paved.
 - d. Consolidated mailbox and dumpster locations shall be identified.
- d. Lot 4
 - a. The reservation of open space should be maximized to the greatest extent possible. Specific details shall be included about the use of the open space, the age bracket of who it is intended for (which shall be varied), and the types of materials/equipment that will be installed.
 - b. The parking area will be integrated with the parking areas for Lots 2 and 5.
 - c. The twelve (12) space parking lot shared with Lot 2 shall be reduced or substantially eliminated, and these spaces shall be distributed in other locations throughout the project.
 - d. The parking area adjacent to Roadway E shall be rotated so that the access point is directly across from Roadway I. This parking area shall not be constructed until such time that the Planning Board determines that additional parking is necessary to adequately serve the project.
 - e. The parking area shall be paved.
 - f. Consolidated mailbox and dumpster locations shall be identified.

e. Lot 5

- a. The reservation of open space should be maximized to the greatest extent possible. Specific details shall be included about the use of the open space, the age bracket of who it is intended for (which shall be varied), and the types of materials/equipment that will be installed.
- b. The parking area will be integrated with the parking areas for Lots 3 and 4, with a connection to Nancy Ann Lane and to the eastern extension of Davkim Lane.
- c. The parking area shall be paved.
- d. Consolidated mailbox and dumpster locations shall be identified.

f. Lot 6

- a. The reservation of open space should be maximized to the greatest extent possible. Specific details shall be included about the use of the open space, the age bracket of who it is intended for (which shall be varied), and the types of materials/equipment that will be installed.
- b. The orientation of the structures around the pocket park should face the park or the road, rather than the parking area.
- c. The parking area will be integrated with the parking areas for Lot 7, with a connection to the eastern extension of Davkim Lane .
- d. The parking area shall be paved.
- e. Consolidated mailbox and dumpster locations shall be identified.

g. Lot 7

- a. The reservation of open space should be maximized to the greatest extent possible. Specific details shall be included about the use of the open space, the age bracket of who it is intended for (which shall be varied), and the types of materials/equipment that will be installed.
- b. The community garden shall not be located within the easement area prospectively connecting to and through Clay Street.
- c. The orientation of the structures around the pocket park should face the park or the road, rather than the parking area.
- d. The parking area will be integrated with the parking areas for Lot 6, with a connection to the eastern extension of Davkim Lane .
- e. The parking area shall be paved.
- f. Consolidated mailbox and dumpster locations shall be identified.

h. Lot 8

- a. The reservation of open space should be maximized to the greatest extent possible. Specific details shall be included about the use of the open space, the age bracket of who it is intended for (which shall be varied), and the types of materials/equipment that will be installed.
- b. The community garden shall not be located within the easement area prospectively connecting to and through Clay Street.
- c. A combination of fencing and landscaping shall be installed along the rear lot line (behind Lots 31-34 in the Applicant's adjacent Sandpiper Place I (South) Workforce Homeownership Development Project and the northern side line (along Lot 36 in the Applicant's adjacent

Sandpiper Place I (South) Workforce Homeownership Development Project.

- d. The parking area shall be paved.
 - e. Consolidated mailbox and dumpster locations shall be identified.
3. All buildings within the Meadows II Workforce Rental Housing Development Project hereby approved in this Decision shall be connected to municipal water and sewer service, subject to the payment of all applicable connection fees and other fees (except as may be waived by the Board of Selectmen, acting as the Nantucket Sewer Commission, in accordance with its adopted policy).
 4. Prior to the Planning Board approval of final plans, the Applicant shall obtain a Certificate of Water Quality Compliance (CWQC) from the Wannacomet Water Company.

C. Phasing and Implementation of Development

1. The Applicant shall be permitted to phase the construction of the project, subject to the submittal of a subsequent phasing plan, or plans, to the Planning Board or their designee for review and approval.
2. A pre-construction meeting shall take place on site. The pre-construction meeting will be organized by the Planning & Land Use Services (PLUS) Department staff upon notification from the applicant that construction of the project is commencing.
3. The Applicant, or its successors or assigns, shall ensure that for every three (3) market-rate dwelling units for which a Certificate of Occupancy is issued, a Certificate of Occupancy for one (1) workforce rental housing dwelling unit which is subject to the eighty (80%) percent AMI Income limit shall be issued. However, despite the generality of this Condition Number C-3, in the event a Regulatory Agreement has not been executed and Applicant has otherwise complied with Condition Number E-5 below, the Applicant shall not be restricted from requesting or being issued Certificates of Occupancy for market-rate units, only to the extent that Applicant is not otherwise prohibited from being issued a Certificate of Occupancy based upon the provisions of Condition Number D-1 concerning the Traffic Mitigation and Improvements. Due to the mathematical effects of aggregation and rounding relative to the fixed ratio established under this Condition Number C-3, specifying the number of Certificates of Occupancy issued for market-rate units relative to those issued for units which are subject to the eighty (80%) AMI Income limit, particularly in the instance where individual buildings or individual phases may have an odd numbered integer, the exact ratio may be unachievable within individual buildings or within any individual phase or combination of phases of the project. Therefore, notwithstanding this requirement, Certificates of Occupancy for any individual building(s) or individual phase(s) containing an incrementally higher ratio of market-rate units shall not be withheld, provided that the overall ratio required by this Condition Number C-3 at any given time shall not be greater than five (5) Certificates of Occupancy for market rate units to every one (1) Certificate of Occupancy for a unit which is subject to the eighty (80%) AMI Income limit.

4. The Applicant, or its property manager, shall ensure that a written lease for any tenant, or tenants, of a workforce rental community dwelling unit, whether or not subject to the eighty (80%) percent AMI income limits, has a term or duration of not less than one (1) year.
5. The Applicant, or its property manager, shall ensure that any written lease for any tenant, or tenants, of any dwelling unit, whether or not such is subject to the eighty (80%) percent AMI income limitations, prohibits the subsequent subletting of the dwelling unit for any period, or periods, of time.

D. Traffic Mitigation and Improvements

1. All of the traffic mitigation and improvement requirements set forth as Condition D 1(A through E, inclusive) within the Sandpiper I (South) Workforce Homeownership Development Project Definitive Subdivision Plan Decision, also dated January 26, 2017, are hereby incorporated by reference into this Decision, in their entirety. In the interest of brevity, the full text of the condition is not repeated herein.

E. General, Regulatory & Miscellaneous Conditions

1. Within six (6) months of the date of this Decision, the Applicant shall submit a fully engineered final plan set. This plan set shall address any final comments from Pesce Engineering & Associates (the Planning Board's consulting engineer) and shall specifically include the location of all parking areas, common areas, recreational/open space areas, building locations, landscaping elements, and all other requirements noted in the Section 139-23 of the Zoning Bylaw.
2. That the lots, buildings, and dwelling units within the Meadows II Workforce Rental Housing Development Project shall be held in common ownership and shall be managed by a single entity. Once an increment of more than one hundred (100) units within the project have been issued certificates of occupancy, the Applicant shall, at all subsequent times, be required to employ a full-time, year-round, property or maintenance manager who resides within the project, in order to facilitate timely responses to resident requests and management / maintenance issues.
3. If the rental / sales office is not built and occupied prior to the issuance of a Certificate of Occupancy for the first apartment building, the name and telephone number of the property manager on call shall be provided to the Planning Board prior to the issuance of a Certificate of Occupancy for the first apartment building.
4. The applicant agrees to stipulate and enforce, through written rules and regulations to be provided to all tenants, and through its management of the rental units, the following prohibitions or restrictions:
 - a. No parking or storage of vehicles, including those containing trailers, boats, attachments or the like which exceed the length of the defined parking space markings / stripes shall be permitted within either the on-street or off-street parking spaces within the property.

- b. The on-site parking or storage of boats or commercial scale vehicles such as: box trucks, flatbed trucks, trailers (open or enclosed) or equipment shall be permitted only in distinct, separate parking and storage areas, to be specifically identified by the Applicant on the final plans required herein;
 - c. No abandoned or unregistered vehicles shall be permitted within the property;
 - d. No exterior storage of any kind shall be permitted in the parking or lawn areas within the property;
 - e. No satellite dishes, clothes drying lines, seasonal or other themed decorations, or other such equipment or materials shall be attached to or visible on the exterior of any buildings and / or windows within the project.
- 5. This Decision is conditioned upon the Applicant's preparation and submission for approval of a Regulatory Agreement by the Town of Nantucket, acting by and through its Board of Selectmen, and the Department of Housing and Community Development (DHCD). Provided that the Applicant has prepared and submitted the same for approval and uses good-faith efforts in negotiating toward the mutually satisfactory execution thereof, the Applicant shall not be restricted from requesting or being issued Certificates of Occupancy for market-rate units, subject only to the aggregate limit imposed in this Decision relative to Certificates of Occupancy issued in the event that the Town or County of Nantucket, as the case may be, of Nantucket accepts the Applicant's offer of performance of the Traffic Mitigation Improvements more particularly described in Condition Number D-1 hereof.
- 6. Provided that a Regulatory Agreement is executed, this Decision is conditioned upon the Applicant preparing, filing and observing all necessary or requisite formalities of the Local Initiative Program (LIP), as such is administered by the Commonwealth of Massachusetts Department of Housing and Community Development (DHCD) such that Local Action Units (LAU) (i.e., the workforce rental housing dwelling units which are subject to the eighty (80%) percent AMI income limits) are included in the Subsidized Housing Inventory (SHI) list for the Town of Nantucket.
- 7. Subject to federal and state fair housing guidelines, regulations and laws, any prospective tenant, or tenants, eligible to rent any dwelling unit which is subject to the eighty (80%) percent AMI income limits under Section III(D)(3) of the DHCD 40B Guidelines shall be placed within the local preference lottery pool for up to seventy (70%) percent of the aforementioned units, as so permitted.
- 8. Any prospective tenant, or tenants, of the dwelling units which are subject to the eighty (80%) percent AMI income limits shall be solicited and qualified through an affirmative fair housing marketing and resident selection plan and then selected by a lottery conducted by a qualified third-party in accordance with Section III(C) and Section III(F) of the DHCD 40B Guidelines, respectively, and all costs thereof shall be borne by the Applicant, or the Applicant's successors and assigns.

9. To the extent the Applicant believes that any of the comments and / or recommendations of the Town's Consulting Engineer or any Director of an authoritative agency or board of the Town of Nantucket given certain discretionary review authority hereby cannot be satisfied or resolved between such person and the Applicant, the Applicant may request a clarification, interpretation or decision by the Planning Board. Any such request shall be submitted, in writing, to the Planning Board, and the foregoing shall not be construed to require that the Applicant's request for clarification, interpretation or decision be considered at a public hearing, unless required by law. Where not otherwise specifically stated, the Planning Board may, at its discretion, grant an extension or extensions to any deadline imposed in this Decision, upon written request of the Applicant, by action taken in conformity with the provisions of this Condition Number E-9.
10. The Applicant agrees to continue to work with the Nantucket Regional Transportation Authority (NRTA) to analyze prospective future usage and specific ridership demands on NRTA services and design, and shall mutually determine any potential service routes and facility locations utilizing the Meadows II Workforce Rental Housing Development Project private roadways.
11. The Planning Board agrees that the commencement of substantial use or construction as such is contemplated in MGL c. 40A Section 9, shall mean the installation and pouring of footings for one (1) apartment building, upon one (1) workforce rental community lot.

RECORD OF VOTE AND SIGNATURE PAGE FOLLOWS

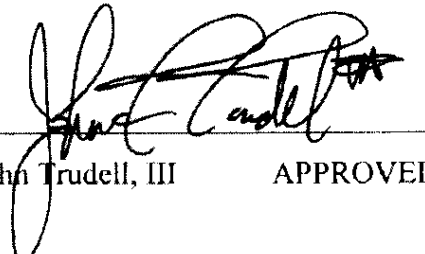
Record of Vote: On February 23, 2017 the Planning Board voted 5 - 0 to **CLOSE** the public hearing, and voted 5 - 0 to **APPROVE** the Meadows II Workforce Rental Housing Development Project Special Permit and (Major) Site Plan Review and to **ENDORSE** this Decision.


Barry G. Rector APPROVED


Nathaniel Lowell APPROVED


Linda F. Williams APPROVED

Joseph Marcklinger APPROVED

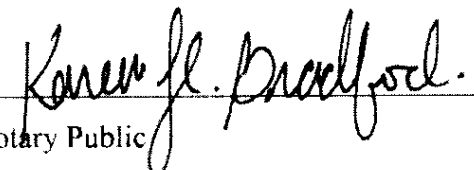

John Trudell, III APPROVED

COMMONWEALTH OF MASSACHUSETTS

Nantucket, SS

March 8th, 2017

On the 8th day of March, 2017, before me, the undersigned notary public, personally appeared Nathaniel Lowell, one of the above-named members of the Planning Board of Nantucket, Massachusetts, personally known to me to be the person whose name is signed on the preceding document, and acknowledged that ~~he~~^{she} signed the foregoing instrument voluntarily for the purposes therein expressed.

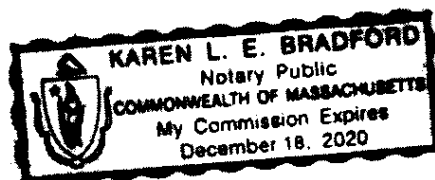

Notary Public

12/18/2020
My Commission Expires

JUN 26 2018

I CERTIFY THAT 20 DAYS HAVE ELAPSED AFTER THE DECISION WAS FILED IN THE OFFICE OF THE TOWN CLERK, AND THAT NO APPEAL HAS BEEN FILED, PURSUANT TO GENERAL LAWS 40A, SECTION 11


TOWN CLERK



ATTEST: A TRUE COPY

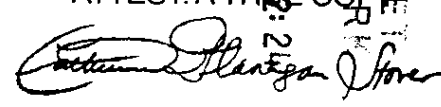

NANTUCKET TOWN CLERK

EXHIBIT "A"

Rendering Number: 1 - "Workforce Rental Community" - Apartment Development - Project

Summary of Proposed Lots and their Factors, Unit and Bedroom Allowances, and Office Space for each lot, and project totals

Lot Number / Location	Lot / Land Area (In Sq. Feet)	Lot / Land Area (In Acres)	Regularity Factor (r)	Proposed Number of Apt. Buildings	Maximum Number of Units Allowed	Proposed Number of Units	Maximum Number of Bedrooms Allowed	Proposed Number of Bedrooms
Lot # 1 - Northernmost	65,253	1.50	0.82	3	32	22	57	30
Lot # 2 - Center Area / North Side	64,125	1.47	0.87	4	32	26	57	42
Lot # 3 - Center Area / West Side	66,599	1.53	0.83	5	32	32	57	56
Lot # 4 - Center Area / East Side	92,232	2.12	0.57	6	32	31	57	46
Lot # 5 - Center Area / South Side	69,685	1.60	0.83	5	32	28	57	52
Lot # 6 - Southern Area / West Side	61,173	1.40	0.89	5	32	32	57	42
Lot # 7 - Southern Area / Center	66,491	1.53	0.92	4	32	24	57	44
Lot # 8 - Southern Area / East Side	89,413	2.05	0.69	6	32	30	57	54
Project Total / Averages (8 Lots)	574,971	13.20	0.80	38	256	215	456	366

Summary of Ground Cover Ratio (Broken Out by Individual Workforce Rental Community Lot and Cumulative Project Total)

Lot Number / Location	Proposed Number of Apt. Buildings	Total Ground Cover (In Gross S.F.)	Lot / Land Area (In Sq. Feet)	Ground Cover Ratio	Compliant with Zoning (Yes / No)
Lot # 1 - Northernmost	3	8,830	65,253	13.5%	Yes (Less than 50%)
Lot # 2 - Center Area / North Side	4	11,700	64,125	18.2%	Yes (Less than 50%)
Lot # 3 - Center Area / West Side	5	15,040	66,599	22.6%	Yes (Less than 50%)
Lot # 4 - Center Area / East Side	6	12,980	92,232	14.1%	Yes (Less than 50%)
Lot # 5 - Center Area / South Side	5	13,615	69,685	19.5%	Yes (Less than 50%)
Lot # 6 - Southern Area / West Side	5	12,325	61,173	20.1%	Yes (Less than 50%)
Lot # 7 - Southern Area / Center	4	11,540	66,491	17.4%	Yes (Less than 50%)
Lot # 8 - Southern Area / East Side	6	14,425	89,413	16.1%	Yes (Less than 50%)
Project Total (Cumulative)	38	100,455	574,971	17.5%	Yes (Less than 50%)

DOC No: 00155492

NANTUCKET COUNTY LAND COURT
REGISTRY DISTRICT

** RECEIVED FOR REGISTRATION **

On: Jun 26, 2017 at 02:33P

Document Fee: 75.00 Rec Total: \$150.00

CERTIFICATE No: 24872



PB
NANTUCKET
TOWN CLERK
2017 MAR -9 PM 1:49

Nantucket Planning Board

SPECIAL PERMIT DECISION WITH (MAJOR) SITE PLAN REVIEW (SPR)

“SANDPIPER PLACE I” (SOUTH) WORKFORCE HOMEOWNERSHIP DEVELOPMENT PROJECT

6 Mayflower Circle (Portion of), 8 Mayflower Circle (Portion of), 24 Evergreen Way (Entirety of), 26 Evergreen Way (Entirety of), 28 Evergreen Way (Entirety of), and 30 Evergreen Way (Entirety of)

Planning Board File # 53-16

Owner / Applicant: Richmond Great Point Development LLC

Nantucket Tax Assessors Map and Parcels:

Map 68, Parcel 730 (Portion of) (6 Mayflower Circle), Map 68, Parcel 731 (Portion of) (8 Mayflower Circle), Map 68, Parcel 711 (Entirety of) (24 Evergreen Way), Map 68, Parcel 712 (Entirety of) (26 Evergreen Way), Map 68, Parcel 713 (Entirety of) (28 Evergreen Way), and Map 68, Parcel 714 (Entirety of) (30 Evergreen Way)

Nantucket Registry District Title:

Lot 619 on Land Court Plan 16514-40 (Certificate of Title 24872) (6 Mayflower Circle)
Lot 620 on Land Court Plan 16514-40 (Certificate of Title 24872) (8 Mayflower Circle)
Lot 421 on Land Court Plan 16514-16 (Certificate of Title 24872) (24 Evergreen Way)
Lot 422 on Land Court Plan 16514-16 (Certificate of Title 24872) (26 Evergreen Way)
Lot 423 on Land Court Plan 16514-16 (Certificate of Title 24872) (28 Evergreen Way)
Lot 424 on Land Court Plan 16514-16 (Certificate of Title 24872) (30 Evergreen Way)

Applicable Zoning:

Residential-5 (R-5) Zoning District - Eligible for “Workforce Homeownership Housing Bonus Lots Allowance” Under Zoning Bylaw Section 139-8(D)

February 16, 2017

Project Overview:

The Planning Board of the Town of Nantucket held public hearings to consider a request by Richmond Great Point Development LLC (as Owner / Applicant) for the issuance of a Special Permit, requiring (Major) Site Plan Review, to allow for the development of forty-two (42) workforce homeownership lots and associated roadways and infrastructure.

The project, to be known as “Sandpiper Place I” (South) is on the southerly +/- 7.35 acre portion of the previously subdivided land which had comprised a portion of the Cedar Crest I subdivision, originally endorsed in 1994. The proposed project is configured as part of a master-planned “neighborhood” style setting, integrated with connecting roadways, parking, open space areas, pedestrian / bicycle paths, and landscaping.

The entirety of the Sandpiper Place I (South) Workforce Homeownership Development Project is designated within the Residential-5 (R-5) zoning district, as set forth and described in Section 139-3(A) (Districts Enumerated), Section 139-7 (Use Chart), and Section 139-16 (A-E) (Intensity Regulations) of the Town of Nantucket Zoning Bylaw. The subject property is also located within the Town Overlay District (TOD) as described in Section 139-12E of the Zoning Bylaw and the Public Wellhead Recharge (PWR) Overlay District and, as such, any future development within the property must comply with the provisions of Section 139-12(B) of the Zoning Bylaw (including the requirement that “all land uses, buildings, and accessory structures, that result in rendering impervious more than 15% or 2,500 square feet of any lot, whichever is greater” shall be prohibited “unless a system for artificial recharge of 95% of annual precipitation is provided that will not result in the degradation of groundwater quality”).

The Planning Board notes that a Definitive Subdivision Plan (AR) (Planning Board File # 8024) creating the underlying lots for this Special Permit was approved on January 26, 2017. The special permit application was filed and reviewed by the Planning Board for consistency with the Zoning Bylaw, particularly with respect to the workforce homeownership housing bonus lots allowance provisions of Section 139-8D of the Zoning Bylaw.

Project Description:

The Sandpiper Place I (South) project implements the zoning initiative approved in Article #2 of the November 9, 2015 Special Town Meeting, the provisions of which are codified as Section 139-8(D) (Residential Development Options) of the Zoning Bylaw.

Twenty-five percent (25%) of all of the buildable lots (42 total buildable lots x .25 affordable multiplier = 10 affordable lots / homes) will be designated as affordable with completed (move-in ready) detached single family homes. Affordability criteria (such as income qualification and maximum initial sales price limits) were agreed to by and between the Owner / Applicant and the Town of Nantucket Board of Selectmen pursuant to a *Memorandum of Agreement* (MOA) dated November 9, 2015. Zoning changes contained within Articles #1 and #2 were approved by the voters at a Special Town Meeting held on November 9, 2015, and codified as Section 139-8D of the Zoning Bylaw.

These criteria established two categories, or tiers, of affordability; one “traditional” affordability category tied to the 80% of Area Median Income (AMI) limits (and the associated maximum initial sales price limits) which have been codified into regulations by the Commonwealth of Massachusetts under Chapter 40B of state law and its related guidelines, as issued by the Commonwealth of Massachusetts Department of Housing and Community Development (DHCD); and one “local” or “Nantucket” affordability category tied to the 175% of AMI limits (and the associated maximum initial sales price limits) to facilitate the eligibility of Nantucket rear-round families with two-income earners.

The workforce homeownership housing initiative allows for a development to be eligible for a thirty-three percent (33%) lot density bonus pursuant to Section 139-8D(2)(a)(1) of the Zoning Bylaw, above the maximum baseline lot density set forth in the underlying zoning district based on the reservation of at least twenty-five percent (25%) of the total number of lots (inclusive of the lots achieved through the density bonus allowance) to be sold to buyers who qualify under either the 80% or the 175% AMI income limits. The criteria and calculations which are applicable to the “conforming subdivision” and the “workforce homeownership housing bonus lots” for the proposed project, as relates to these requirements, are described in more detail below.

An increment of seventy percent (70%) of all of the affordable homes within the project, equal to seven (7) of the ten (10) total affordable homes, the maximum increment allowed under state law, will be sold to buyers who qualify for the “local preference” including individuals who are: (1) current local residents, (2) current municipal employees, (3) employees of any local (private) businesses, and (4) non-residents with children attending local schools.

Accordingly, as a result of the designation of the seventy-five percent (75%) proportion of all of the twenty-five percent (25%) increment of the total number of affordable homes to be sold to buyers meeting the “traditional” affordability criteria, tied to the 80% of AMI limits (and associated maximum initial sales price limits) which have been codified by the Commonwealth of Massachusetts under the Chapter 40B of state law, equal to an increment of seven (7) of the total ten (10) affordable homes to be developed within the project, will be eligible to qualify as Local Action Units (LAU’s) under the Local Initiative Program (LIP) for inclusion on the Subsidized Housing Inventory (SHI) of the Town of Nantucket as such programs are administered and as such inventory is maintained by the Commonwealth of Massachusetts Department of Housing Community Development (DHCD), a status that is particularly important in the Town’s objective of achieving a greater supply of affordable housing within the community as stated in the Housing Production Plan.

The homes comprising the remaining three (3) of the total ten (10) affordable homes to be developed within the project, will be sold to buyers meeting the “local” or “Nantucket” affordability threshold, tied to the 175% of AMI limits (and associated maximum initial sales price limits) to facilitate the eligibility of two-income family, year round Nantucket residents that the workforce housing zoning initiative was primarily targeted to serve.

The aforementioned three (3) 175% of AMI limit affordable homes will not be eligible to qualify as LAU’s under the LIP for inclusion on the SHI of the Town of Nantucket as such programs are administered and as such inventory is maintained by the DHCD, but that the provision of a certain number of homes to be specifically targeted to this “local” or “Nantucket” affordability buyer pool, many of whom are slightly above the “traditional” (80% AMI income limit and qualification threshold) but do not have the means to purchase a market rate home, is an important community priority, as part of the overall effort to resolve the local housing affordability crisis that exists in the community.

Basis of the Findings:

The Planning Board evaluated this application in its capacity as the Special Permit Granting Authority by reviewing the following documents:

- A “Memorandum of Agreement” dated November 9, 2015 between Richmond Great Point Development LLC and the Town of Nantucket Board of Selectmen.
- The Workforce Housing Needs Assessment, Nantucket, Massachusetts, dated April 2015, by RKG Associates Inc., as prepared for Housing Nantucket.
- An “Application for a Special Permit” form, dated September 9, 2016 (and as time stamped as received by the Town of Nantucket Town Clerk and the Town of Nantucket Planning and Land Use Services (PLUS) Department on September 13, 2016).
- A cover letter including a variety of detailed project description and technical information entitled “Submittal of Application for Special Permit (Workforce Rental Community)” dated September 12, 2016 (and as time stamped as received by the Town of Nantucket Town Clerk and the Town of Nantucket Planning and Land Use Services (PLUS) Department on September 13, 2016).
- A plan set entitled Definitive Subdivision Plan, “Sandpiper Place” Single Family Homeownership Project as prepared by Green Seal Environmental, Inc., dated August 3, 2016, depicting the subdivision of the lots along with the applicable / customary notes and details (totaling 31 sheets).
- A plan set entitled Definitive Subdivision Plan, “Sandpiper Place” Single Family Homeownership Project as prepared by Bohler Engineering, dated December 5, 2016, depicting the subdivision of the lots along with the applicable / customary notes and details (totaling 31 sheets) (this superseded the plan set described above, prepared by Green Seal Environmental, Inc., dated August 3, 2016).
- The “Master Plan” Richmond Great Point Development LLC Old South Road Properties Nantucket MA (multiple revisions, with most recent revision dated January 26, 2017), prepared by Bohler Engineering (Exhibit - Plan / 1 Sheet).
- The “Potential Roadway Categorization Exhibit” (Exhibit) Richmond Great Point Development LLC Old South Road Properties Nantucket MA, dated January 9, 2017, prepared by Bohler Engineering (Exhibit - Plan / 1 Sheet).
- The “Typical Roadway Section” (Exhibit) Richmond Great Point Development LLC Old South Road Properties Nantucket MA, dated January 9, 2017, prepared by Bohler Engineering (Exhibit - Plan / 1 Sheet).
- The “Traffic Impact and Access Study” Old South Road Mixed-Use Development Nantucket, Massachusetts, dated August 26, 2016, prepared by Ron Muller & Associates (Including Various Conceptual Design Plans), the “Peer Review” (Letter) Old South Road Mixed-Use Development Nantucket, Massachusetts, dated October 21, 2016, prepared by Tetra Tech, the “Response to Traffic Peer Review Comments” (Including Various Updated Conceptual Design Plans) Old South Road Mixed-Use

Development Nantucket, Massachusetts, dated January 12, 2017, prepared by Ron Muller & Associates, and the “*Peer Review (2nd Letter)*” (Letter) Old South Road Mixed-Use Development Nantucket, Massachusetts, dated February 7, 2017, prepared by Tetra Tech.

- The “*Supplemental Trip Generation and Traffic Impact Sensitivity Analysis*” Prospective Development of Accessory, Secondary, Tertiary, or Duplex Dwellings Proposed “Sandpiper Place” Single Family Housing Subdivisions, Nantucket MA, dated January 17, 2017, prepared by Ron Muller & Associates, and the “*Trip Generation Request*” (Letter) Old South Road Mixed-Use Development Nantucket, Massachusetts, dated January 25, 2017, prepared by Tetra Tech.
- The “*Fiscal Impact Analysis*” Meadows II and Sandpiper Place Development Project, Nantucket Massachusetts, dated September 21, 2016, prepared by Connery Associates, and the “*Review of Sandpiper Place, Meadows II Fiscal Impact Analysis*”, dated January 25, 2017, prepared by RKG Associates, Inc.
- The “*Dimensioned Lotting Plan*” (Including Accompanying Cover Letter) In Support of Application for Special Permit (Workforce Homeownership Housing) Sandpiper Place II (North) Single Family (Home Ownership) Housing Development, dated January 17, 2017, prepared by Bohler Engineering (Plans / 3 Sheets) and dated January 16, 2017, prepared by The Richmond Company, Inc. (Cover Letter).
- The technical review and comments and input provided to the owner / applicant at a series of three “coordinated review meetings” conducted on July 5, 2016, October 2, 2016, and December 20, 2016 by the Nantucket Planning and Land Use (PLUS) Department staff with input provided by staff representatives of other Town departments (including, but not limited to the: Nantucket Department of Public Works, Nantucket Fire Department, Nantucket Police Department, Nantucket Health Department, and the Nantucket Department of Natural Resources).
- Assorted correspondence and documents that are on file with the Planning Board, File # 53-16

In addition, the Planning Board considered representation and testimony received in connection with the public hearings held by the Planning Board on October 13, 2016, October 27, 2016, January 9, 2017, January 19, 2017, January 26, 2017, February 2, 2017, February 13, 2017, and February 16, 2017. Minutes of these meetings are on file with the Planning Board.

Findings:

Based on its review of the application in accordance with the Zoning Act (MGL c. 40A), the Zoning Bylaw, the above-referenced documents, plans, and other materials submitted by the Applicant, et al., and the testimony received at the public hearings, the Planning Board finds that:

- a. The proposed development is consistent with the provisions of The Zoning Act of the Commonwealth of Massachusetts (MGL c. 40A) and the local Zoning Bylaw.
- b. The development provides a greater diversity of housing opportunities to residents in fulfillment of the objectives cited in the Nantucket Master Plan, as adopted by Article 26 at the 2009 Annual Town Meeting.

- c. The proposed development is in harmony with the general purpose and intent of Article # 2 as approved at the November 9, 2015 Special Town Meeting and Section 139-8D of the Zoning Bylaw incentivizing the creation of workforce and affordable home ownership housing opportunities (Article #2 of the November 9, 2015 Special Town Meeting).
- d. The proposed project meets the criteria to qualify for density bonus lots. The applicant documented that a conventional subdivision could be created with a total of thirty-five (35) buildable residential lots, which meet all of the 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 a result, the project qualifies for an increment of up to twelve (12) “bonus lots” which confirms that the project area could include a total of up to forty-seven (47) total buildable residential lots, subject to compliance with the accompanying affordability requirements, which is five (5) buildable residential lots more than the forty-two (42) total buildable residential lots which are depicted on the proposed plan (inclusive of the “bonus lots”).
- e. Implementation of the development will create a compact neighborhood having consistency and flexibility in its layout and design, proximate to compatible adjacent commercial uses for the convenience of its occupants.
- f. The conditions imposed hereby ensure that certain units in the proposed project will be eligible for approval as Local Action Units (LAU) through the Local Initiative Program (LIP) and will be included on the Town’s Subsidized Housing Inventory.
- g. The project approved hereby furthers the objectives of and serves to implement the Housing Goals and Implementation Strategies of the Nantucket Chapter 40B Housing Production Plan, dated July 2016, by RKG Associates Inc., as prepared for the Nantucket Affordable Housing Trust and Nantucket Planning and Land Use Services Department.
- h. The project complies with the following review objectives contained within Section 139-23E of the Zoning Bylaw, as modified and/or conditioned as applicable:
 - 1. *Protection of public amenities and abutting properties through the mitigation of any detrimental impacts of any proposed use:* adjacent public facilities and roadways are enhanced and new public facilities are introduced within the project area to serve existing and future residents. Effects to abutting properties are minimized through the provision of larger lots with dwelling unit restrictions fronting on Evergreen Way;
 - 2. *Protection of unique, natural, scenic, or historic features of the site, and the minimization of the obstruction of scenic views, where applicable:* not applicable.
 - 3. *Safety and convenience of pedestrian and vehicular movement within the site, and in relation to rights-of-way and properties in proximity to the site:* sidewalks and pedestrian access points connecting the development to adjacent existing and proposed neighborhoods, and to Old South Road, are required and will be provided by the Applicant. Throughout the development, direct driveway access points onto the internal roadway network are minimized. Roadway width and design is appropriate for the scale and density of the development. In accordance with the

Rules and Regulations Governing the Subdivision of Land, roadway connections are reserved for future implementation and where possible, roadway connections will be constructed.

4. *Adequacy of proposed sewage and refuse disposal, and drainage of surface and subsurface water:* all units within the development will be served by municipal water and sewer systems. The Applicant is also funding a +/- \$275,000 upgrade to the operating systems and redundancy of the "South Valley" Sewer Pumping Station (owned and operated by the Town of Nantucket) and located across Old South Road from the project site. Stormwater management was reviewed for conformance with Section 139-12B of the Zoning Bylaw and the "Rules and Regulations Governing the Subdivision of Land". Refuse disposal for the individual lots will be handled consistent with established residential practices.
 5. *Adequacy of off-street parking and loading:* on-site parking for each lot will be provided pursuant to Section 139-18 of the Zoning Bylaw. In addition, on-street parking has been included as part of the roadway design for the development.
 6. *Minimization of traffic and safety impacts upon public and private rights-of-way:* vehicular and pedestrian improvements are consistent with the "Traffic Impact and Access Study" referenced in the "Basis of the Findings" section of this decision. Proposed vehicular and pedestrian improvements, as detailed herein, will serve to mitigate traffic congestion and reduce the need for additional vehicle trips to already congested areas of the Town of Nantucket. This mitigation includes, but is not limited to the widening and improvement of Old South Road for a +/- 1,500 linear foot length in the vicinity of the project site (including tuning lanes, turning pockets, and landscaped medians).
 7. *Adequacy of Town services and infrastructure:* based on the conclusions of the "Fiscal Impact Analysis", as reviewed by RKG Associates, this development provides needed housing and does not render Town services or infrastructure to be inadequate in any way.
- i. The project complies with the following performance standards pursuant to Section 139-23F of the Zoning Bylaw, as modified and/or conditioned as applicable:
1. *To the extent feasible, access to the site shall be provided utilizing a common driveway or a side street;*
 2. *Driveway accesses shall be limited to the minimum width necessary for safe entering and exiting, and shall be designed to provide adequate sight distances;*
 3. *The project design shall ensure safe pedestrian and vehicular circulation within the site;*
 4. *The special permit granting authority may require that a traffic mitigation plan be submitted, which addresses the traffic impacts of a project through alternative physical layouts, staggered employee work schedules; public transit incentive programs for both employees and customers; or other innovative means of reducing traffic impacts.*

5. *Sidewalks and/or bicycle paths may be required by the special permit granting authority.*
6. *Parking areas shall be designed to reduce their visual impact from public and private rights-of-way.*
7. *The special permit granting authority may, at its discretion, require enhanced landscaping features based on a determination that additional landscaping is necessary to protect abutting properties and public and private roads from incompatible development.*
8. *All stormwater runoff from impervious surfaces shall be recharged on-site, unless, during the course of site plan review, it is determined by the review authority that recharge is infeasible or is undesirable because of risks to water quality from such recharge.*
9. *Collection systems for stormwater runoff shall be designed for at least a twenty-five-year storm.*
10. *The erosion and sedimentation control plan shall be designed to protect drainage systems, surface waters, public and private roads, and abutting properties from site-generated erosion and sedimentation.*
11. *Utilities shall be installed underground where physically and environmentally feasible. Any aboveground improvements ancillary to utility services to a site shall be depicted on the plan, and shall be properly screened.*
12. *Outdoor storage areas must be identified on the plan and details concerning the screening of the storage area from public or private roads shall be provided.*

Performance standards 1, 2, 5, and 6 are addressed by requiring shared driveways and rear access lanes for a substantial number of the lots, which minimize visual impacts from adjacent ways.

Performance standards 3, 4, and 5 have been addressed in the required roadway elements of the project.

Performance standards 6 and 7 have been addressed through the requirement of extensive street tree plantings, including roadway median features and individual planned driveway layouts, which screen parking areas with proscribed landscape features.

Performance standards 8, 9, and 10 have been addressed through stormwater management systems meeting Section 139-12B of the Zoning Bylaw and the “Rules and Regulations Governing the Subdivision of Land”. Erosion and sedimentation control was reviewed by the Planning Board consulting engineer and is shown on the definitive subdivision plans.

Performance standard 11 is addressed, as all utilities serving the development will be installed underground in accordance with the requirements of each respective utility.

Performance standard 12 does not apply.

Based on the findings above, the project, as approved hereby, meets the required Site Plan Review guidelines; which supports the Planning Board's grant of special permit relief.

Decision and Conditions of Approval:

The Planning Board is required to render a decision on the application based on the provisions of Section 139-8(D) (Residential Development Options) of the Zoning Bylaw and Section 139-23 (Site Plan Review) of the Zoning Bylaw.

Based on the foregoing application / proposal, the findings, the above referenced documents and the testimony given at the public hearings, the Nantucket Planning Board hereby APPROVES this application based on 5 - 0 vote in favor of approval. Finding that the application is in harmony with the general purposes and intent of the Zoning Bylaw, the Planning Board hereby GRANTS to Owner / Applicant, the following Special Permits and approvals:

1. Special Permit issued to allow for the creation of the Sandpiper Place I (South) Workforce Homeownership Housing Development Project, comprised of a total of forty-two (42) workforce homeownership lots, inclusive of the "workforce homeownership housing bonus lots" that the project is eligible for, and subject to the affordability criteria and restrictions, all as pursuant to and further described in Section 139-8(D) of the Nantucket Zoning Bylaw.
2. Major Site Plan Review approval, allowing for the development of the project as shown on the project plans, and in accordance with the conditions of approval set forth herein.
3. All other permits and/or approvals, not otherwise specifically enumerated, but which are deemed incidentally necessary or convenient to effectuate the intents of the relief granted hereby.

A. Affordability

1. The Sandpiper Place I (South) Workforce Homeownership Development Project shall consist of forty-two (42) buildable lots numbered on the referenced plans as Lots 16 through 58 (inclusive), one (1) unbuildable roadway(s) lot, and Lot 96 (an unbuildable future roadway lot). In accordance with Section 139-8D of the Town of Nantucket Zoning Bylaw, not less than ten (10) of the buildable lots shall be restricted by perpetual covenant running with the land by Applicant prior to the initial sale of the land and home to be built thereupon, to ownership by households earning at or below the area median income (AMI) limits for Workforce Homeownership Housing set forth in Section 139-2 of the Zoning Bylaw (the "AMI Limit Restricted Home(s)"). The covenant shall be contained in any deed transferring ownership of any AMI Limit Restricted Home and shall be in a form acceptable to Town Counsel. The initial sales price and subsequent sales prices of AMI Limit Restricted Homes sold by owners having households earning at or below the AMI limits set forth in the applicable section of the Zoning Bylaw, shall be subject to and shall not exceed the maximum allowable initial sales prices and the maximum allowable resale prices as are determined in conformity with the calculation methodology and formulas which are set forth in the *"Guidelines for G.L. c. 40B Comprehensive Permit Projects and*

the Subsidized Housing Inventory” dated December 2014, and issued by the Commonwealth of Massachusetts DHCD, as amended through the date of this Decision (the “DHCD 40B Guidelines”).

2. The thirty-two (32) buildable lots that are not developed with AMI Limit Restricted Homes shall not be subject to any of the income limit, qualification or initial sale or resale price limitations referenced herein, and shall be considered “market-rate”.
3. This Decision is conditioned upon the Applicant’s preparation and submission for approval of a Regulatory Agreement (which may be in combination with the Condition imposed in the approval of Applicant’s analogous “Sandpiper Place II (North) Workforce Homeownership Development Project” by Decision of the Planning Board dated February 23, 2017) by the Town of Nantucket, acting by and through its Board of Selectmen, and the DHCD. Provided that Applicant has prepared and submitted the same for approval and uses good-faith efforts in negotiating toward the mutually satisfactory execution thereof, the Applicant shall not be restricted from requesting or being issued Certificates of Occupancy for structures or buildings constructed upon the market-rate lots, subject only to the aggregate limit imposed in this Decision on Certificates of Occupancy issued in the event the Town or County, as the case may be, of Nantucket accepts Applicant’s offer of performance of the Traffic Mitigation Improvements more particularly described in Condition Number D-1 hereof.
4. Provided that a Regulatory Agreement is executed, this Decision is conditioned upon the Applicant preparing, filing and observing all necessary or requisite formalities of the LIP, as such is administered by the Commonwealth of Massachusetts DHCD such that LAU (i.e., AMI Limit Restricted Homes restricted to sale to owners whose households earn not more than eighty (80%) percent of the Area Median Income (AMI), adjusted for household size, as determined consistent with the income limits issued by the U.S. Department of Housing and Urban Development (HUD), updated annually, as set forth in the DHCD 40B Guidelines) are included in the SHI list for the Town of Nantucket.
5. Prospective buyers of each of the AMI Limit Restricted Homes shall be sourced by way of an affirmative fair housing marketing and resident selection plan and then qualified and selected by a lottery conducted by a qualified third-party in accordance with Section III(C) and Section III(F), respectively, of the DHCD 40B Guidelines, and all costs thereof shall be borne by the Applicant, or the Applicant’s successors and assigns.
6. Subject to federal and state fair housing guidelines, regulations and laws, prospective buyers of the AMI Limit Restricted Homes eligible under Section III(D)(3) of the DHCD Chapter 40B Guidelines shall be placed within the local preference lottery pool for up to seventy (70%) percent of all of the AMI Limit Restricted Homes, as so approved.
7. In accordance with Section VI(B)(4)(a) of the DHCD Chapter 40B Guidelines, each of the AMI Limit Restricted Homes shall be indistinguishable from the market-rate homes of the same unit type on the exterior and shall contain comparable base fixtures and finishes on the interior.

8. All 80% AMI restricted lots and all 175% AMI restricted lots shall only contain a single-family dwelling unit. Any ancillary structures allowed within this Decision may also be permitted on the 80% AMI restricted lots or the 175% AMI restricted lots.

B. Housing Type:

1. No lot within the Sandpiper Place I (South) Workforce Homeownership Development Project, irrespective of the number of structures approved and erected thereupon, shall contain, in the aggregate, in excess of four (4) bedrooms, unless by advance written approval from both of: (i) the Applicant or the Homeowners' Association established pursuant to the requirement set forth in the decision for the Sandpiper Place I (South) Definitive Subdivision Plan (Planning Board File # 8024) as approved by the Planning Board on January 26, 2017, and following such time as approval authority has been assigned by the Applicant, (ii) the Planning Board, in conjunction with the Lot Configuration Review described in Condition B-6 hereof. In any event, the cumulative number of bedrooms permitted within the Applicant's related workforce housing projects described as the Sandpiper Place I (South) Workforce Homeownership Development Project, the Sandpiper Place II (North) Workforce Homeownership Development Project and the Meadows II Workforce Rental Housing Development Project, all as approved by the Planning Board concurrently with or roughly concurrently with the action of the Planning Board taken hereupon, shall not exceed seven hundred (700) bedrooms.
2. Tertiary dwelling units shall be prohibited on all lots within the Sandpiper Place I (South) Workforce Homeownership Development Project.
3. The development and construction of duplex dwelling units shall be prohibited on the lots numbered 20, 21, 22, 23, 24, 25, and 26, as such lots are depicted on the Sandpiper Place I (South) Definitive Subdivision Plan (Planning Board File # 8024).
4. The development and construction of accessory dwellings, secondary dwellings, garage apartments, and duplex dwellings shall be permitted upon any lot in the Sandpiper Place I (South) Workforce Homeownership Development Project, subject to compliance with the cumulative bedroom limit restriction described in Condition B-1 herein, and the restrictions described in Condition B-5 and Condition B-6, also herein.
5. Unless otherwise restricted by the conditions of this Decision, duplex dwelling units are permitted to be developed and constructed upon a cumulative total of not more than six (6) lots within the Sandpiper Place I (South) Workforce Homeownership Development Project. So long as no more than six (6) lots have been improved with duplex dwelling units, the Applicant or a subsequent owner of a lot in the Sandpiper Place I (South) Workforce Homeownership Development Project, shall permitted to develop and construct duplex dwelling units upon any lot not otherwise restricted, provided, however, duplex dwelling units shall not be permitted on lots directly abutting lots having an existing or permitted duplex dwelling unit, or upon lots which are located directly across any road from a lot having an existing duplex dwelling unit.

6. Prior to the issuance of a building permit for any individual lot, the Applicant, or any successive owner thereof, shall submit a lot configuration review plan to the Planning Board, or its designee, for review and approval. Such plan shall (i) specify the number of bedrooms proposed within any structure, or structures, to be constructed thereupon, (ii) depict the proposed configuration of such structure, or structures, including the front yard setback distance and any driveway(s) improving such lot, and (iii) provide details of proposed landscaping and materials used in the construction of such driveway(s). The Planning Board, or its designee, shall conduct a review of an applicant's plan considering, as factors in its decision, lot size, lot frontage, lot orientation relative to roadway corners and radius curves, the nature and configuration of the proposed landscaping, and the design, location, and orientation of pre-existing improvements and structures on surrounding lots. If any applicant is dissatisfied with a decision rendered on its plan submitted for lot configuration review, the aggrieved applicant may appeal such decision to the Planning Board, if made by a designee, or as otherwise provided by law or in equity, if made by the Planning Board.
7. The location and design of all driveways and all off-street parking layouts serving any individual lot shall be selected from the set of alternatives approved hereby and set forth in Exhibit A to this Decision, unless an alternative design is permitted during the lot configuration review process described in the immediately preceding Condition B-6.

C. Utility, Infrastructure and Improvements

1. All dwelling units within the Sandpiper Place I (South) Workforce Homeownership Development Project hereby approved by this Decision shall be connected to municipal water and sewer service, subject to the payment of all applicable connection fees and other fees (except as may be waived by the Board of Selectmen, acting as the Nantucket Sewer Commission, in accordance with its adopted policy).
2. Prior to the Planning Board's approval of final plans, the Applicant shall obtain a Certificate of Water Quality Compliance (CWQC) from the Wannacomet Water Company.

D. Traffic Mitigation and Access Improvements:

1. All of the traffic mitigation and improvement requirements set forth as Condition D-1(A through E, inclusive) within the Sandpiper I (South) Workforce Homeownership Development Project Definitive Subdivision Plan Decision, dated January 26, 2017, are hereby incorporated by reference into this Decision, in their entirety. In the interest of brevity, the full text of the condition is not repeated herein.
2. The Applicant shall prohibit, by restriction running with the land contained within any deed transferring ownership of the hereinafter identified road and lots, the passage and re-passage of vehicles over Road "H" for access to and from lot number 20 and lot number 21, as such road and lots are depicted on the Sandpiper Place I (South) Definitive Subdivision Plan (Planning Board File #8024).

3. The Applicant shall prohibit, by restriction running with the land contained within any deed transferring ownership of the hereinafter identified road and lots, the passage and re-passage of vehicles over Road "G" for access to and from lot number 22 and lot number 23, as such road and lots are depicted on the Sandpiper Place I (South) Definitive Subdivision Plan (Planning Board File # 8024).
4. The Applicant shall prohibit, by restriction running with the land contained within any deed transferring ownership of the hereinafter identified road and lots, the passage and re-passage of vehicles over Road "F" for access to and from lot number 25 and lot number 26, as such road and lots are depicted on the Sandpiper Place I (South) Definitive Subdivision Plan (Planning Board File #8024).
5. Driveway access for Lots 18, 36, 39, 40, 44 and 45, as depicted on the Sandpiper Place I (South) Definitive Subdivision Plan (Planning Board File #8024), shall be prohibited from Road "E". Lot 17 shall be required to share a driveway access with Lot 16 within the Sandpiper Place II (North) development. The Applicant shall register the foregoing restriction upon the title of the identified lots and road and such restriction shall be contained within any deed transferring ownership thereof.
6. An access lane cleared free of vegetation and obstruction to at least twelve (12) feet in width leading to the off-street parking to serve Lots 47, 48, 49, 56, 57, and 58 is required to be established along the rear lot lines of those respective lots and between Lots 49 and 50, and Lots 55 and 56. The access to the rear of Lots 56, 57, and 58 shall connect to / from Road "D", as depicted on the Sandpiper Place I (South) Definitive Subdivision Plan (Planning Board File # 8024). An access lane cleared free of vegetation and obstruction to at least twelve (12) feet in width between Lots 53 and 54 and partially along the rear of Lot 53 shall be established to connect Road E to the adjacent Meadows II Workforce Rental Housing Development Project parking area. Driveway access for Lots 47, 48, 49, 50, 53, 54, 55, 56, 57, and 58 shall be prohibited from Roadways D and E. Shared driveway access shall be provided for Lots 51 and 52 from Roadway E. Driveway access for Lots 28 and 35 shall be prohibited from Road I. Lots 21, 22, 23, 24, 25, 26 shall obtain access from Evergreen Way only

E. Phasing and Implementation of Development

1. The Applicant, subject to the proportionate disbursement requirement of Condition E-4 and the market-rate to AMI Limit Restricted Homes certificate of occupancy ratio in Condition E-3, herein, shall be permitted to phase the construction of its development, in any manner, provided however, that the Applicant shall be required to submit a subsequent phasing plan, or plans, to the Planning Board, or its designee, for review and approval.
2. A pre-construction meeting shall take place on site. The pre-construction meeting will be organized by the Planning & Land Use Services (PLUS) Department staff upon notification from the applicant that construction of the project is commencing.

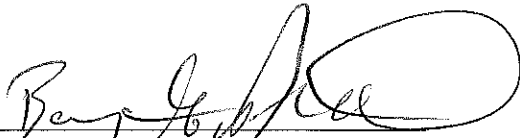
3. The Applicant and subsequent owners thereof, in their sole and absolute discretion, shall be permitted to obtain Certificates of Occupancy for an increment of up to thirteen (13) of the primary dwelling units to be constructed upon the market rate lots, at any locations within the project, prior to obtaining the first Certificate of Occupancy for any of the primary dwelling units to be constructed upon any of the 80% AMI restricted lots or any of the 175% AMI restricted lots. Thereafter, the issuance of all Certificates of Occupancy for primary dwelling units within the project is subject to a schedule where the minimum ratio of one (1) primary dwelling unit constructed upon an 80% AMI restricted lot or a 175% AMI restricted lot must be issued for each two (2) primary dwelling units constructed upon market rate lots, regardless of the number of dwelling units on the market rate lot(s). Additional primary dwelling units constructed upon 80% AMI restricted lots or 175% AMI restricted lots are eligible for the issuance of a Certificate of Occupancy at any time and the issuance of such shall be credited against the ratio described above. The Planning Board or its designee shall be required to confirm compliance with this schedule by providing documentation of compliance prior to the issuance of a Certificate of Occupancy for all primary dwelling units. For purposes of this Condition E-3, Certificates of Occupancy for non-primary dwelling units (i.e., secondary, accessory, garage apartment units) developed or constructed on market rate lots, 80% AMI restricted lots and 175% AMI restricted lots, shall not be considered in determining compliance with the ratio set forth herein. The Planning Board may, at a public meeting, but without holding a public hearing, modify or waive the requirements of this condition on a case-by-case basis.
4. The AMI Limit Restricted Homes shall be distributed proportionately throughout Sandpiper Place I (South) pursuant to Section VI(B)(4)(d) of the DHCD 40B Guidelines, and in accordance with plans depicting such disbursement, which shall be submitted to the Planning Board. Any alteration of the location of the AMI Limit Restricted Homes or their disbursement throughout Sandpiper Place I (South) shall be reviewed and approved by the Planning Board or their designee.
5. A minimum buffer area of not less than twenty (20') feet shall be established and maintained between the workforce homeownership lots (Lots 17, 20, 26, 27, 29, 30, and 31 as numbered on the plans referenced in this Decision) and any abutting residentially zoned land. The Applicant shall impose such restriction, by deed, upon the owner of such lots as abut any property of any such neighboring subdivision at the time of conveyance. No primary dwelling or secondary dwelling shall be located within the buffer area, however single story outbuilding(s), shed(s), stable(s) / private, single bay garage structure(s), and studio(s) as such terms are defined in Section 139-2 of the Zoning Bylaw shall be allowed to be located within the buffer area, as shall fences, statuary, and other improvements that do not constitute structures, subject to compliance with any other applicable provisions of the Zoning Bylaw.

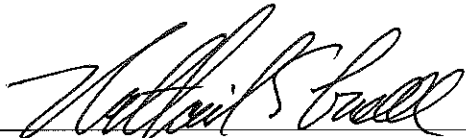
F. General, Regulatory & Miscellaneous Conditions

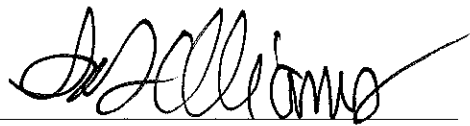
1. Each buildable lot is permitted to be developed, and the Applicant or any successive owners thereof, may construct or cause to be constructed, buildings or structures thereupon consistent with this Decision, and shall not be bound by the required front yard, rear yard and side yard setbacks otherwise applicable in the R-5 zoning district, in accordance with Section 139-8(D)(2)(b) of the Zoning Bylaw and subject to the lot configuration review condition of this decision.
2. Each buildable lot is permitted to be developed and improved with a Ground Cover Ratio of up to fifty (50%) percent, in excess of the forty (40%) percent ratio which is ordinarily permitted in the R-5 zoning district, in accordance with Section 139-8(d)(2)(c) of the Zoning Bylaw, and subject to the lot configuration review condition of this decision.
3. No lot within Sandpiper Place I (South) shall be permitted to be divided into two (2) lots under the Nantucket Housing Needs Program described in Sections 139-8(B) and 139-8(C) of the Zoning Bylaw.
4. The Applicant may impose privately enforced restrictions, in addition to those required by this Special Permit, running with the land upon any lot, or lots, concerning their use for duplex, accessory, or secondary dwellings, as a result of ongoing negotiations between the Applicant and the Cedar Crest III Homeowner's Association, such restriction shall be imposed by covenant and an independent right of enforcement to be granted to the Planning Board on or before its recording or registration, as the case may be, with the Nantucket County Registry of Deeds or the Nantucket Registry District of the Land Court.
5. The Applicant agrees to continue to work with the Nantucket Regional Transportation Authority (NRTA) to analyze prospective future usage and specific ridership demands on NRTA services and design, and shall mutually determine any potential service routes and facility locations utilizing the Sandpiper Place I (South) Workforce Homeownership Project private roadways.
6. The Planning Board agrees that the commencement of substantial use or construction as such is contemplated in MGL c. 40A Section 9, shall mean the installation and pouring of footings upon one (1) buildable lot.

RECORD OF VOTE AND SIGNATURE PAGE FOLLOWS

Record of Vote: On February 16, 2017, the Planning Board voted 5-0 to **CLOSE** the public hearing, and voted 5-0 to **APPROVE** the "Sandpiper Place I" (South) Workforce Homeownership Development Project Special Permit and (Major) Site Plan Review and to **ENDORSE** this decision.


Barry G. Rector APPROVED


Nathaniel Lowell APPROVED


Linda F. Williams APPROVED

Joseph Marcklinger APPROVED

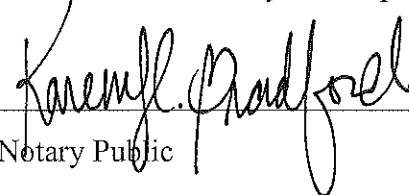

John Trudell, III APPROVED

COMMONWEALTH OF MASSACHUSETTS

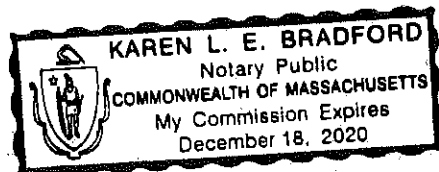
Nantucket, SS

MARCH 8th, 2017

On the 8th day of March, 2017, before me, the undersigned notary public, personally appeared Nathaniel Lowell, one of the above-named members of the Planning Board of Nantucket, Massachusetts, personally known to me to be the person whose name is signed on the preceding document, and acknowledged that ~~he~~^{she} signed the foregoing instrument voluntarily for the purposes therein expressed.


Notary Public

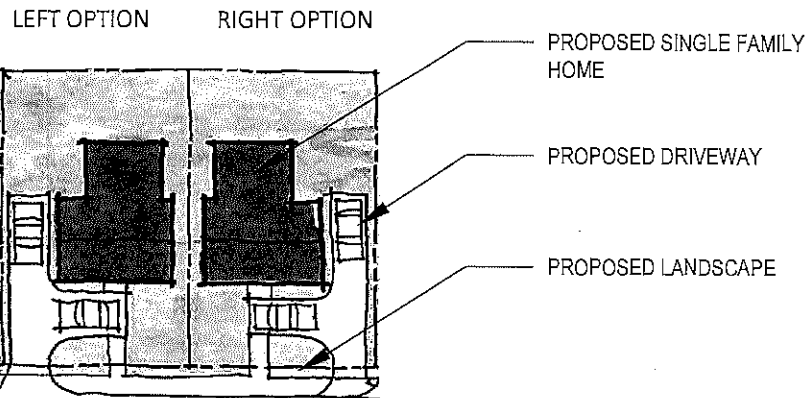
12/18/2020
My Commission Expires



ALTERNATIVE A

SIDE YARD, DRIVEWAY, AND PARKING OFFSET

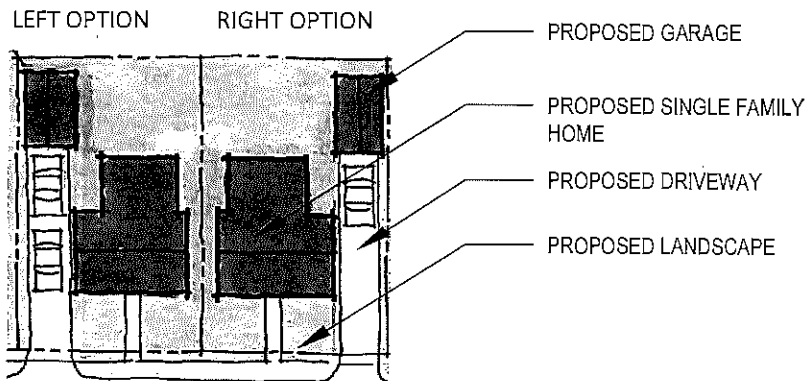
SCALE: 1" = 50'



ALTERNATIVE B

SIDE YARD TANDEM PARKING

SCALE: 1" = 50'



SHEET # 1 OF 3

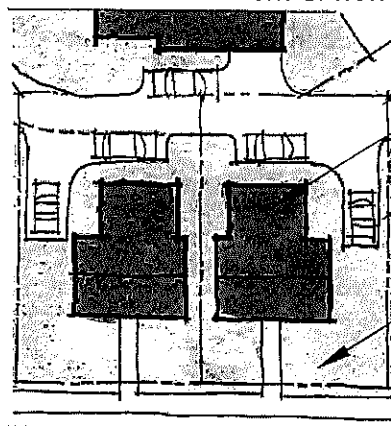
ALTERNATIVE C

REAR YARD, DRIVEWAY, AND PARKING OFFSET

SCALE: 1" = 60'

LEFT OPTION

RIGHT OPTION



PROPOSED ONE WAY STREET

PROPOSED SINGLE FAMILY HOME

PROPOSED DRIVEWAY

PROPOSED LANDSCAPE



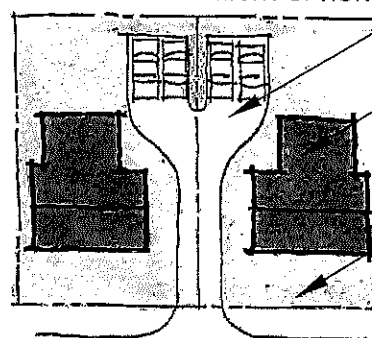
ALTERNATIVE D

SIDE YARD, OFFSET AND SHARED DRIVEWAY AND PARKING

SCALE: 1" = 50'

LEFT OPTION

RIGHT OPTION



PROPOSED SHARED DRIVEWAY

PROPOSED SINGLE FAMILY HOME

PROPOSED LANDSCAPE



SHEET # 2 OF 3

**RICHMOND
GREAT POINT
DEVELOPMENT LLC**

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

PRE-APPROVED DRIVEWAY AND OFF-STREET PARKING
ALTERNATIVES SANDPIPER PLACE WORKFORCE HOMEOWNERSHIP
DEVELOPMENT PROJECT

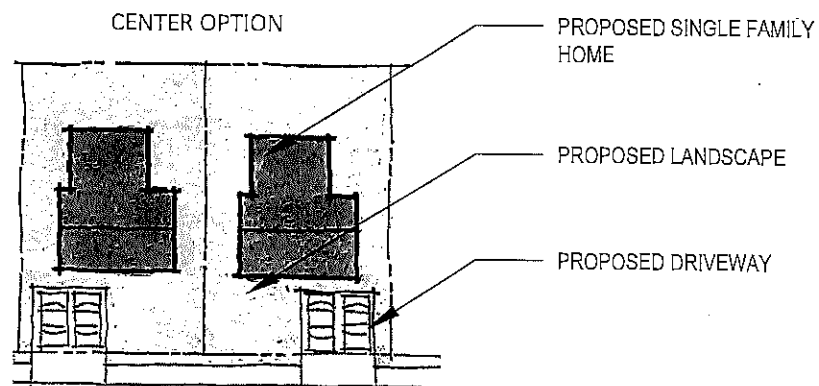
PROJECT: W141196

**BOHLER
ENGINEERING**
302 TURNPIKE ROAD
SOUTHBRIDGE, MA
Phone: (508) 450-0800

ALTERNATIVE E

FRONT YARD HEAD IN PARKING

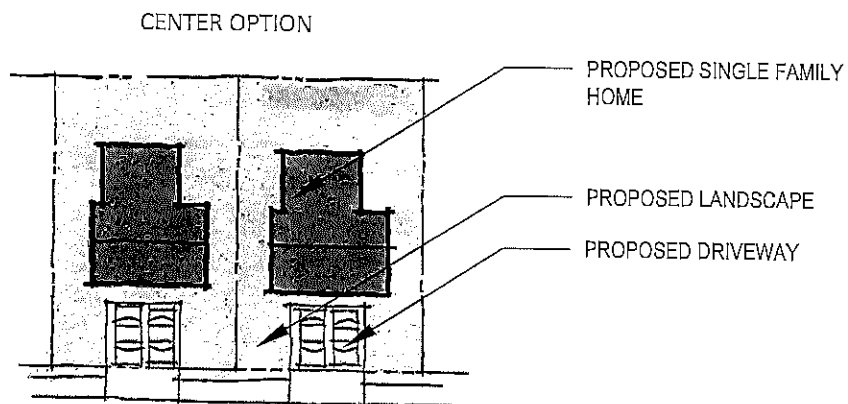
SCALE: 1" = 50'



ALTERNATIVE F

FRONT YARD HEAD IN PARKING

SCALE: 1" = 50'



SHEET # 3 OF 3

**RICHMOND
GREAT POINT
DEVELOPMENT LLC**

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

PRE-APPROVED DRIVEWAY AND OFF-STREET PARKING
ALTERNATIVES SANDPIPER PLACE WORKFORCE HOMEOWNERSHIP
DEVELOPMENT PROJECT

PROJECT: W141196

**BOHLER
ENGINEERING**
302 TURNPIKE ROAD
SOUTHBOROUGH, MA
PHONE: (508) 430-8100



Nantucket Planning Board

SPECIAL PERMIT DECISION WITH (MAJOR) SITE PLAN REVIEW (SPR)

“SANDPIPER PLACE II” (NORTH) WORKFORCE HOMEOWNERSHIP DEVELOPMENT PROJECT

30, 32, 34, and 35 Daffodil Lane (Entirety of all Properties), 3, 4, 5, 7, 9, and 10 Mayflower Circle (Entirety of all Properties), 6 and 8 Mayflower Circle (Portions of both Properties), 73 Old South Road (a Portion of), 75(A) Old South Road (a Portion of), (Portion of) a “Private Way” Adjacent to / East of 73 Old South Road, (the Western Portion of) the Daffodil Lane Right of Way, and (the Western Portion of) the Mayflower Circle Right of Way

Planning Board File # 54-16

Owner / Applicant: Richmond Great Point Development LLC

Nantucket Tax Assessors Map and Parcels:

Map 68, Parcel 739 (Entirety of) (30 Daffodil Lane), Map 68, Parcel 740 (Entirety of) (32 Daffodil Lane), Map 68, Parcel 741 (Entirety of) (34 Daffodil Lane), Map 68, Parcel 742 (Entirety of) (35 Daffodil Lane), Map 68, Parcel 736 (Entirety of) (3 Mayflower Circle), Map 68, Parcel 729 (Entirety of) (4 Mayflower Circle), Map 68, Parcel 735 (Entirety of) (5 Mayflower Circle), Map 68, Parcel 730 (a Portion of) (6 Mayflower Circle), Map 68, Parcel 734 (Entirety of) (7 Mayflower Circle), Map 68, Parcel 731 (a Portion of) (8 Mayflower Circle), Map 68, Parcel 733 (Entirety of) (9 Mayflower Circle), Map 68, Parcel 732 (Entirety of) (10 Mayflower Circle), Map 68, Parcel 129 (a Portion of) (73 Old South Road), Map 68, Parcel 999.2 (a Portion of) (75(A) Old South Road), n/a (Entirety of) “Private Way” (Adjacent to / East of 73 Old South Road), n/a (the Western Portion of) the Daffodil Lane Right of Way, an n/a (the Western Portion of) the Mayflower Circle Right of Way

Nantucket Registry District Title:

Lot 628 on Land Court Plan 16514-40 (Certificate of Title 24872) (30 Daffodil Lane)
Lot 629 on Land Court Plan 16514-40 (Certificate of Title 24872) (32 Daffodil Lane)
Lot 630 on Land Court Plan 16514-40 (Certificate of Title 24872) (34 Daffodil Lane)
Lot 631 on Land Court Plan 16514-40 (Certificate of Title 24872) (35 Daffodil Lane)
Lot 625 on Land Court Plan 16514-40 (Certificate of Title 24872) (3 Mayflower Circle)
Lot 618 on Land Court Plan 16514-40 (Certificate of Title 24872) (4 Mayflower Circle)
Lot 624 on Land Court Plan 16514-40 (Certificate of Title 24872) (5 Mayflower Circle)
Lot 619 on Land Court Plan 16514-40 (Certificate of Title 24872) (6 Mayflower Circle)

(Listing is Continued on the Following Page)

2017 MAR -9 PM 1:49
NANTUCKET
TOWN CLERK

Nantucket Registry District Title: (Continued from Previous Page)

Lot 623 on Land Court Plan 16514-40 (Certificate of Title 24872) (7 Mayflower Circle)
Lot 620 on Land Court Plan 16514-40 (Certificate of Title 24872) (8 Mayflower Circle)
Lot 622 on Land Court Plan 16514-40 (Certificate of Title 24872) (9 Mayflower Circle)
Lot 621 on Land Court Plan 16514-40 (Certificate of Title 24872) (10 Mayflower Circle)
Lot 853 on Land Court Plan 16514-97 (Certificate of Title 24872) (73 Old South Road)
Lot 858 on Land Court Plan 16514-100 (Certificate of Title 25525) (75(A) Old South Road)
(No Title Reference) (Entirety of) "Private Way" (Adjacent to / East of 73 Old South Road)
Lot 663 on Land Court Plan 16514-40 (Certificate of Title 24872) (Daffodil Lane Right of Way)
Lot 615 on Land Court Plan 16514-40 (Certificate of Title 24872) (Mayflower Circle Right of Way)

Applicable Zoning:

Residential-5 (R-5) Zoning District - Eligible for "Workforce Homeownership Housing Bonus Lots Allowance" Under Zoning Bylaw Section 139-8(D)

February 23, 2017

Project Overview:

The Planning Board of the Town of Nantucket held public hearings to consider a request by Richmond Great Point Development LLC (as Owner / Applicant) for the issuance of a Special Permit, requiring (Major) Site Plan Review, to allow for the development of fifty-two (52) buildable workforce homeownership lots and associated roadways and infrastructure.

The project, to be known as "Sandpiper Place II" (North) is located on a +/- 9.85 acre area, the majority of which is a portion of the previously subdivided land which had comprised a portion of the Cedar Crest III subdivision, originally endorsed in 2000. The proposed project is configured as part of a master-planned "neighborhood" style setting, integrated with connecting roadways, parking, open space areas, pedestrian / bicycle paths, and landscaping.

The entirety of the Sandpiper Place II (North) Workforce Homeownership Development Project is designated within the Residential-5 (R-5) zoning district, as set forth and described in Section 139-3(A) (Districts Enumerated), Section 139-7 (Use Chart), and Section 139-16 (A-E) (Intensity Regulations) of the Town of Nantucket Zoning Bylaw. The subject property is also located within the Town Overlay District (TOD) as described in Section 139-12E of the Zoning Bylaw and the Public Wellhead Recharge (PWR) Overlay District and, as such, any future development within the property must comply with the provisions of Section 139-12(B) of the Zoning Bylaw (including the requirement that "all land uses, buildings, and accessory structures, that result in rendering impervious more than 15% or 2,500 square feet of any lot, whichever is greater" shall be prohibited "unless a system for artificial recharge of 95% of annual precipitation is provided that will not result in the degradation of groundwater quality").

The Planning Board notes that a Definitive Subdivision Plan (AR) (Planning Board File # 8025) creating the underlying lots for this Special Permit was approved on January 26, 2017. The special permit application was filed and reviewed by the Planning Board for consistency with the Zoning Bylaw, particularly with respect to the workforce homeownership housing bonus lots allowance provisions of Section 139-8(D) of the Zoning Bylaw.

Project Description:

The Sandpiper Place II (North) project implements the zoning initiative approved in Article # 2 of the November 9, 2015 Special Town Meeting, the provisions of which are codified as Section 139-8(D) (Residential Development Options) of the Zoning Bylaw.

Twenty-five percent (25%) of all of the buildable lots (52 total buildable lots x .25 affordable multiplier = 13 affordable lots / homes) will be designated as affordable with completed (move-in ready) detached single family homes. Affordability criteria (such as income qualification and maximum initial sales price limits) were agreed to by and between the Owner / Applicant and the Town of Nantucket Board of Selectmen pursuant to a *Memorandum of Agreement* (MOA) dated November 9, 2015. Zoning changes contained within Articles #1 and #2 were approved by the voters at a Special Town Meeting held on November 9, 2015, and codified as Section 139-8D of the Zoning Bylaw.

These criteria established two categories, or tiers, of affordability; one “traditional” affordability category tied to the 80% of Area Median Income (AMI) limits (and the associated maximum initial sales price limits) which have been codified into regulations by the Commonwealth of Massachusetts under Chapter 40B of state law and its related guidelines, as issued by the Commonwealth of Massachusetts Department of Housing and Community Development (DHCD); and one “local” or “Nantucket” affordability category tied to the 175% of AMI limits (and the associated maximum initial sales price limits) to facilitate the eligibility of Nantucket rear-round families with two-income earners).

The workforce homeownership housing initiative allows for a development to be eligible for a thirty-three percent (33%) lot density bonus, pursuant to Section 139-8D(2)(a)(1) of the Zoning Bylaw, above the maximum baseline lot density set forth in the underlying zoning district based on the reservation of at least twenty-five percent (25%) of the total number of lots (inclusive of the lots achieved through the density bonus allowance) to be sold to buyers who qualify under the 80% AMI or the 175% AMI income limits. The criteria and calculations which are applicable to the “conforming subdivision” and the “workforce homeownership housing bonus lots” for the proposed project, as relates to these requirements, are described in more detail below.

An increment of seventy percent (70%) of all of the affordable homes within the project, equal to nine (9) of the thirteen (13) total affordable homes, the maximum increment allowed under state law, will be sold to buyers who qualify for the “local preference” including individuals who are: (1) current local residents, (2) current municipal employees, (3) employees of any local (private) businesses, and (4) non-residents with children attending local schools.

Accordingly, as a result of the designation of the seventy-five percent (75%) proportion of all of the twenty-five percent (25%) increment of the total number of affordable homes to be sold to buyers meeting the “traditional” affordability criteria, tied to the 80% of (AMI) limits (and associated maximum initial sales price limits) which have been codified by the Commonwealth of Massachusetts under the Chapter 40B of state law, an increment of ten (10) of the total thirteen (13) affordable homes to be developed within the project, will be eligible to qualify as Local Action Units (LAU’s) under the Local Initiative Program (LIP) for inclusion on the Subsidized Housing

Inventory (SHI) of the Town of Nantucket as such programs are administered and as such inventory is maintained by the Commonwealth of Massachusetts Department of Housing Community Development (DHCD), a status that is particularly important in the Town's objective of achieving a greater supply of affordable housing within the community as stated in the Housing Production Plan.

The homes comprising the remaining four (4) of the total thirteen (13) affordable homes to be developed within the project, will be sold to buyers meeting the "local" or "Nantucket" affordability threshold, tied to the 175% of AMI limits (and associated maximum initial sales price limits) to facilitate the eligibility of two-income family, year round Nantucket residents that the workforce housing zoning initiative was primarily targeted to serve.

The aforementioned three (3) 175% of AMI limit affordable homes will not be eligible to qualify as LAU's under the LIP for inclusion on the SHI of the Town of Nantucket as such programs are administered and as such inventory is maintained by the DHCD, but that the provision of a certain number of homes to be specifically targeted to this "local" or "Nantucket" affordability buyer pool, many of whom are slightly above the "traditional" (80% AMI income limit and qualification threshold) but do not have the means to purchase a market rate home, is an important community priority, as part of the overall effort to resolve the local housing affordability crisis that exists in the community.

Basis of the Findings:

The Planning Board evaluated this application in its capacity as the Special Permit Granting Authority by reviewing the following documents:

- A "Memorandum of Agreement" dated November 9, 2015 between Richmond Great Point Development LLC and the Town of Nantucket Board of Selectmen.
- The Workforce Housing Needs Assessment, Nantucket, Massachusetts, dated April 2015, by RKG Associates Inc., as prepared for Housing Nantucket.
- An "Application for a Special Permit" form, dated September 9, 2016 (and as time stamped as received by the Town of Nantucket Town Clerk and the Town of Nantucket Planning and Land Use Services (PLUS) Department on September 13, 2016).
- A cover letter including a variety of detailed project description and technical information entitled "Submittal of Application for Special Permit (Workforce Rental Community)" dated September 12, 2016 (and as time stamped as received by the Town of Nantucket Town Clerk and the Town of Nantucket Planning and Land Use Services (PLUS) Department on September 13, 2016).
- A plan set entitled Definitive Subdivision Plan, "Sandpiper Place" Single Family Homeownership Project as prepared by Green Seal Environmental, Inc., dated August 3, 2016, depicting the subdivision of the lots along with the applicable / customary notes and details (totaling 31 sheets).

- A plan set entitled Definitive Subdivision Plan, "Sandpiper Place" Single Family Homeownership Project as prepared by Bohler Engineering, dated December 5, 2016, depicting the subdivision of the lots along with the applicable / customary notes and details (totaling 31 sheets) (this superseded the plan set described above, prepared by Green Seal Environmental, Inc., dated August 3, 2016).
- The "Master Plan" Richmond Great Point Development LLC Old South Road Properties Nantucket MA (multiple revisions, with most recent revision dated January 26, 2017), prepared by Bohler Engineering (Exhibit - Plan / 1 Sheet).
- The "Potential Roadway Categorization Exhibit" (Exhibit) Richmond Great Point Development LLC Old South Road Properties Nantucket MA, dated January 9, 2017, prepared by Bohler Engineering (Exhibit - Plan / 1 Sheet).
- The "Typical Roadway Section" (Exhibit) Richmond Great Point Development LLC Old South Road Properties Nantucket MA, dated January 9, 2017, prepared by Bohler Engineering (Exhibit - Plan / 1 Sheet).
- The "Traffic Impact and Access Study" Old South Road Mixed-Use Development Nantucket, Massachusetts, dated August 26, 2016, prepared by Ron Muller & Associates (Including Various Conceptual Design Plans), the "Peer Review" (Letter) Old South Road Mixed-Use Development Nantucket, Massachusetts, dated October 21, 2016, prepared by Tetra Tech, the "Response to Traffic Peer Review Comments" (Including Various Updated Conceptual Design Plans) Old South Road Mixed-Use Development Nantucket, Massachusetts, dated January 12, 2017, prepared by Ron Muller & Associates and the "Peer Review (2nd Letter)" (Letter) Old South Road Mixed-Use Development Nantucket, Massachusetts, dated February 7, 2017, prepared by Tetra Tech.
- The "Supplemental Trip Generation and Traffic Impact Sensitivity Analysis" Prospective Development of Accessory, Secondary, Tertiary, or Duplex Dwellings Proposed "Sandpiper Place" Single Family Housing Subdivisions, Nantucket MA, dated January 17, 2017, prepared by Ron Muller & Associates and the "Trip Generation Request" (Letter) Old South Road Mixed-Use Development Nantucket, Massachusetts, dated January 25, 2017, prepared by Tetra Tech.
- The "Fiscal Impact Analysis" Meadows II and Sandpiper Place Development Project, Nantucket Massachusetts, dated September 21, 2016, prepared by Connery Associates, and the "Review of Sandpiper Place, Meadows II Fiscal Impact Analysis", dated January 25, 2017, prepared by RKG Associates, Inc.
- The "Dimensioned Lotting Plan" (Including Accompanying Cover Letter) In Support of Application for Special Permit (Workforce Homeownership Housing) Sandpiper Place II (North) Single Family (Home Ownership) Housing Development, dated January 17, 2017, prepared by Bohler Engineering (Plans / 3 Sheets) and dated January 16, 2017, prepared by The Richmond Company, Inc. (Cover Letter)

- The technical review and comments and input provided to the owner / applicant at a series of three “coordinated review meetings” conducted on July 5, 2016, October 2, 2016, and December 20, 2016 by the Nantucket Planning and Land Use (PLUS) Department staff with input provided by staff representatives of other Town departments (including, but not limited to the: Nantucket Department of Public Works, Nantucket Fire Department, Nantucket Police Department, Nantucket Health Department, and the Nantucket Department of Natural Resources).
- Assorted correspondence and documents that are on file with the Planning Board, File # 54-16

In addition, the Planning Board considered representation and testimony received in connection with the public hearings held by the Planning Board on October 13, 2016, October 27, 2016, January 9, 2017, January 19, 2017, January 26, 2017, February 2, 2017, February 13, 2017, February 16, 2017, and February 23, 2017. Minutes of these meetings are on file with the Planning Board.

Findings:

Based on its review of the application in accordance with the Zoning Act (MGL c. 40A), the Zoning Bylaw, the above-referenced documents, plans, and other materials submitted by the Applicant, et al., and the testimony received at the public hearings, the Planning Board finds that:

- a. The proposed development is consistent with the provisions of The Zoning Act of the Commonwealth of Massachusetts (MGL c. 40A) and the local Zoning Bylaw.
- b. The development provides a greater diversity of housing opportunities to residents in fulfillment of the objectives cited in the Nantucket Master Plan, as adopted by Article 26 at the 2009 Annual Town Meeting.
- c. The proposed development is in harmony with the general purpose and intent of Article # 2 as approved at the November 9, 2015 Special Town Meeting and Section 139-8D of the Zoning Bylaw incentivizing the creation of workforce and affordable home ownership housing opportunities.
- d. The proposed project meets the criteria to qualify for density bonus lots. The applicant documented that a conventional subdivision could be created with a total of forty-five (45) buildable residential lots, which meet all of the 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 a result, the project qualifies for an increment of up to fourteen (14) “bonus lots” which confirms that the project area could include a total of up to fifty-nine (59) total buildable residential lots, subject to compliance with the accompanying affordability requirements, which is seven (7) buildable residential lots more than the fifty-two (52) total buildable residential lots which are depicted on the proposed plan (inclusive of the “bonus lots”).
- e. Implementation of the development will create a compact neighborhood having consistency and flexibility in its layout and design, proximate to compatible adjacent commercial uses for the convenience of its occupants.

- f. The conditions imposed hereby ensure that certain units in the proposed project will be eligible for approval as Local Action Units (LAU) through the Local Initiative Program (LIP) and will be included on the Town's Subsidized Housing Inventory.
- g. The project approved hereby furthers the objectives of and serves to implement the Housing Goals and Implementation Strategies of the Nantucket Chapter 40B Housing Production Plan, dated July 2016, by RKG Associates Inc., as prepared for the Nantucket Affordable Housing Trust and Nantucket Planning and Land Use Services Department.
- h. The project complies with the following review objectives contained within Section 139-23E of the Zoning Bylaw, as modified and/or conditioned as applicable:
 1. *Protection of public amenities and abutting properties through the mitigation of any detrimental impacts of any proposed use:* adjacent public facilities and roadways are enhanced and new public facilities are introduced within the project area to serve existing and future residents. Effects to abutting properties are minimized through the provision of larger lots with dwelling unit restrictions in the vicinity of Daffodil Lane, Mayflower Circle, and Evergreen Way.
 2. *Protection of unique, natural, scenic, or historic features of the site, and the minimization of the obstruction of scenic views, where applicable:* not applicable.
 3. *Safety and convenience of pedestrian and vehicular movement within the site, and in relation to rights-of-way and properties in proximity to the site:* sidewalks and pedestrian access points connecting the development to adjacent existing and proposed neighborhoods, and to Old South Road, are required. Throughout the development, direct driveway access points onto the internal roadway network are minimized. Roadway width and design is appropriate for the scale and density of the development.
 4. *Adequacy of proposed sewage and refuse disposal, and drainage of surface and subsurface water:* all units within the development will be served by municipal water and sewer systems. The Applicant is also funding a +/- \$275,000 upgrade to the operating systems and redundancy of the "South Valley" Sewer Pumping Station (owned and operated by the Town of Nantucket) and located across Old South Road from the project site. Stormwater management was reviewed for conformance with Section 139-12B of the Zoning Bylaw and the "Rules and Regulations Governing the Subdivision of Land". Refuse disposal for the individual lots will be handled consistent with established residential practices.
 5. *Adequacy of off-street parking and loading:* on-site parking for each lot will be provided pursuant to Section 139-18 of the Zoning Bylaw. In addition, on-street parking has been included as part of the roadway design for the development.
 6. *Minimization of traffic and safety impacts upon public and private rights-of-way:* vehicular and pedestrian improvements are consistent with the "Traffic Impact and Access Study" referenced in the "Basis of the Findings" section of this decision. Proposed vehicular and pedestrian improvements, as detailed herein, will serve to mitigate traffic congestion and reduce the need for additional vehicle trips to

already congested areas of the Town of Nantucket. This mitigation includes, but is not limited to the widening and improvement of Old South Road for a +/- 1,500 linear foot length in the vicinity of the project site (including tuning lanes, turning pockets, and landscaped medians).

7. *Adequacy of Town services and infrastructure:* based on the conclusions of the "Fiscal Impact Analysis", as reviewed by RKG Associates, this development provides needed housing and does not render Town services or infrastructure to be inadequate in any way.
- i. The project complies with the following performance standards pursuant to Section 139-23F of the Zoning Bylaw, as modified and/or conditioned as applicable:
 1. *To the extent feasible, access to the site shall be provided utilizing a common driveway or a side street;*
 2. *Driveway accesses shall be limited to the minimum width necessary for safe entering and exiting, and shall be designed to provide adequate sight distances;*
 3. *The project design shall ensure safe pedestrian and vehicular circulation within the site;*
 4. *The special permit granting authority may require that a traffic mitigation plan be submitted, which addresses the traffic impacts of a project through alternative physical layouts, staggered employee work schedules; public transit incentive programs for both employees and customers; or other innovative means of reducing traffic impacts.*
 5. *Sidewalks and/or bicycle paths may be required by the special permit granting authority.*
 6. *Parking areas shall be designed to reduce their visual impact from public and private rights-of-way.*
 7. *The special permit granting authority may, at its discretion, require enhanced landscaping features based on a determination that additional landscaping is necessary to protect abutting properties and public and private roads from incompatible development.*
 8. *All stormwater runoff from impervious surfaces shall be recharged on-site, unless, during the course of site plan review, it is determined by the review authority that recharge is infeasible or is undesirable because of risks to water quality from such recharge.*
 9. *Collection systems for stormwater runoff shall be designed for at least a twenty-five-year storm.*
 10. *The erosion and sedimentation control plan shall be designed to protect drainage systems, surface waters, public and private roads, and abutting properties from site-generated erosion and sedimentation.*

11. *Utilities shall be installed underground where physically and environmentally feasible. Any aboveground improvements ancillary to utility services to a site shall be depicted on the plan, and shall be properly screened.*

12. *Outdoor storage areas must be identified on the plan and details concerning the screening of the storage area from public or private roads shall be provided.*

Performance standards 1, 2, 5, and 6 are addressed by requiring shared driveways and rear access lanes for a substantial number of the lots, which minimize visual impacts from adjacent ways.

Performance standards 3, 4, and 5 have been addressed in the required roadway elements of the project.

Performance standards 6 and 7 have been addressed through the requirement of extensive street tree plantings, including roadway median features and individual planned driveway layouts, which screen parking areas with proscribed landscape features.

Performance standards 8, 9, and 10 have been addressed through stormwater management systems meeting Section 139-12B of the Zoning Bylaw and the "Rules and Regulations Governing the Subdivision of Land". Erosion and sedimentation control was reviewed by the Planning Board consulting engineer and is shown on the definitive subdivision plans.

Performance standard 11 is addressed, as all utilities serving the development will be installed underground in accordance with the requirements of each respective utility.

Performance standard 12 does not apply.

Based on the findings above, the project, as approved hereby, meets the required Site Plan Review guidelines; which supports the Planning Board's grant of special permit relief.

Decision and Conditions of Approval:

The Planning Board is required to render a decision on the application based on the provisions of Section 139-8(D) (Residential Development Options) of the Zoning Bylaw and Section 139-23 (Site Plan Review) of the Zoning Bylaw.

Based on the foregoing application / proposal, the findings, the above referenced documents and the testimony given at the public hearings, the Nantucket Planning Board hereby APPROVES this application based on 5 - 0 vote in favor of approval. Finding that the application is in harmony with the general purposes and intent of the Zoning Bylaw, the Planning Board hereby GRANTS to Owner / Applicant, the following Special Permits and approvals:

1. Special Permit issued to allow for the creation of the Sandpiper Place II (North) Workforce Homeownership Housing Development Project, comprised of a total of fifty-two (52) workforce homeownership lots, inclusive of the "workforce homeownership housing bonus lots" that the project is eligible for, and subject to the affordability criteria and restrictions, all as pursuant to and further described in Section 139-8(D) of the Nantucket Zoning Bylaw.

2. Major Site Plan Review approval, allowing for the development of the project as shown on the project plans, and in accordance with the conditions of approval set forth herein.
3. All other permits and/or approvals, not otherwise specifically enumerated, but which are deemed incidentally necessary or convenient to effectuate the intents of the relief granted hereby.

A. Affordability

1. The Sandpiper Place II (North) Workforce Single-Family Home Ownership Development Project shall consist of fifty-two (52) total buildable lots, inclusive of forty-nine (49) buildable lots to be retained by Applicant, and three (3) buildable lots to be conveyed to NHA Properties, Inc., in accordance with the terms and provisions of that certain *"Restatement of Memorandum of Agreement"*, dated November 16, 2015, by and between Applicant and NHA Properties, Inc., d/b/a Housing Nantucket. In accordance with Section 139-8D of the Zoning By-law, not less than thirteen (13) of the total buildable lots shall be restricted by perpetual covenant running with the land by Applicant prior to the sale the land and home to be built thereupon, to ownership by households earning at or below the area median income (AMI) limits set forth in Section 139-2 of the Zoning By-law (the "AMI Limit Restricted Homes"). The covenant shall be contained in any deed transferring ownership of any AMI Limit Restricted Home and shall be in a form acceptable to Town Counsel. The initial sales price and subsequent sales prices for AMI Limit Restricted Homes sold by owners having households earning at or below the AMI limits set forth in the applicable section of the Zoning Bylaw, shall be subject to and shall the maximum allowable initial sales prices and the maximum allowable resale prices determined in conformity with the calculation methodology and formulas which are set forth in the *"Guidelines for G.L. c. 40B Comprehensive Permit Projects and the Subsidized Housing Inventory"* dated December 2014, as issued by the Commonwealth of Massachusetts DHCD, as amended through the date of this Decision (the "DHCD 40B Guidelines").
2. The thirty-nine (39) buildable lots that are not developed with AMI Limit Restricted Homes shall not be subject to any of the income limit, qualification or initial sale or resale price limitations referenced herein, and shall be considered "market-rate".
3. This Decision is conditioned upon the Applicant's preparation and submission for approval of a Regulatory Agreement (which may be in combination with the Condition imposed in the approval of Applicant's analogous "Sandpiper Place I (South) Workforce Homeownership Development Project" by Decision of the Planning Board dated February 16, 2017) by the Town of Nantucket, acting by and through its Board of Selectmen, and the DHCD. Provided that Applicant has prepared and submitted the same for approval and uses good-faith efforts in negotiating toward the mutually satisfactory execution thereof, Applicant shall not be restricted from requesting or being issued Certificates of Occupancy for structures or buildings constructed upon the market-rate lots, subject only to the aggregate limit imposed in this Decision on Certificates of Occupancy issued in the event the Town or County, as the case may be, of Nantucket accepts the Applicant's offer of performance of the Traffic Mitigation Improvements more particularly described in Condition Number D-1 hereof.

4. Provided that a Regulatory Agreement is executed, this Decision is conditioned upon the Applicant preparing, filing and observing all necessary or requisite formalities of the LIP, as such is administered by the Commonwealth of Massachusetts DHCD such that LAU (i.e., AMI Limit Restricted Homes restricted to sale to owners whose households earn not more than eighty (80%) percent of the Area Median Income (AMI), adjusted for household size, as determined consistent with the income limits issued by the U.S. Department of Housing and Urban Development (HUD), updated annually, as set forth in the DHCD 40B Guidelines) are included in the SHI list for the Town of Nantucket.
5. Prospective buyers of each of the AMI Limit Restricted Homes shall be sourced by way of an affirmative fair housing marketing and resident selection plan and then qualified and selected by a lottery conducted by a qualified third-party in accordance with Section III(C) and Section III(F), respectively, of the DHCD 40B Guidelines, and all costs thereof shall be borne by the Applicant, or the Applicant's successors and assigns.
6. Subject to federal and state fair housing guidelines, regulations and laws, prospective buyers of the AMI Limit Restricted Homes eligible under Section III(D)(3) of the DHCD Chapter 40B Guidelines shall be placed within the local preference lottery pool for up to seventy (70%) percent of all of the AMI Limit Restricted Homes, as so approved.
7. In accordance with Section VI(B)(4)(a) of the DHCD Chapter 40B Guidelines, each of the AMI Limit Restricted Homes shall be indistinguishable from the market-rate homes of the same unit type on the exterior and shall contain comparable base fixtures and finishes on the interior.
8. All 80% AMI restricted lots and all 175% AMI restricted lots shall only contain a single-family dwelling unit. Any ancillary structures allowed within this Decision may also be permitted on the 80% AMI restricted lots or the 175% AMI restricted lots.

B. Housing Type

1. No lot within the Sandpiper Place II (North) Workforce Homeownership Development Project, irrespective of the number of structures approved and erected thereupon, shall contain, in the aggregate, in excess of four (4) bedrooms, unless by advance written approval from both of: (i) the Applicant or the Homeowners' Association established pursuant to the requirement set forth in the decision for the Sandpiper Place II (North) Definitive Subdivision Plan (Planning Board File # 8024) as approved by the Planning Board on January 26, 2017, and following such time as approval authority has been assigned by the Applicant, (ii) the Planning Board, in conjunction with the Lot Configuration Review described in Condition B-6 hereof. In any event, the cumulative number of bedrooms permitted within the Applicant's related workforce housing projects described as the Sandpiper Place I (South) Workforce Homeownership Development Project, the Sandpiper Place II (North) Workforce Homeownership Development Project and the Meadows II Workforce Rental Housing Development Project, all as approved by the Planning Board concurrently with or roughly concurrently with the action of the Planning Board taken hereupon, shall not exceed seven hundred (700) bedrooms.

2. Tertiary dwelling units shall be prohibited on all lots within the Sandpiper Place II (North) Workforce Homeownership Development Project.
3. The development and construction of accessory dwellings, secondary dwellings, garage apartments, and duplex dwellings shall be permitted upon any lot in the Sandpiper Place II (North) Workforce Homeownership Development Project subject to compliance with the cumulative bedroom limit restriction described in Condition B-1, herein, and the restrictions described in Condition B-5 and Condition B-6, also herein.
4. Unless otherwise restricted by the conditions of this Decision, duplex dwelling units are permitted to be developed and constructed upon a cumulative total of not more than nine (9) lots within the Sandpiper Place II (North) Workforce Homeownership Development Project. So long as no more than nine (9) lots have been improved with duplex dwelling units, the Applicant or a subsequent owner of a lot in the Sandpiper Place II (North) Workforce Homeownership Development Project, shall permitted to develop and construct duplex dwelling units upon any lot not otherwise restricted, provided, however, duplex dwelling units shall not be permitted on lots directly abutting lots having an existing or permitted duplex dwelling unit, or upon lots which are located directly across any road from a lot having an existing duplex dwelling unit. For the purposes of this Decision, the duplex rental home recently constructed by NHA Properties, Inc. (Housing Nantucket) on Assessor's Parcel Map 68, Lot 248 shall be counted as one (1) of the nine (9) permitted duplex dwelling units, even though this lot is not part of the proposed project, due to the fact that upon completion of the project roadways, this lot will take frontage and access from Road "D" and will, for all intents and purposes, be incorporated into the project.
5. Prior to the issuance of a building permit for any individual lot, the Applicant, or any successive owner thereof, shall submit a lot configuration review plan to the Planning Board, or its designee, for review and approval. Such plan shall (i) specify the number of bedrooms proposed within any structure, or structures, to be constructed thereupon, (ii) depict the proposed configuration of such structure, or structures, including the front yard setback distance and any driveway(s) improving such lot, and (iii) provide details of proposed landscaping and materials used in the construction of such driveway(s). The Planning Board, or its designee, shall conduct a review of an applicant's plan considering, as factors in its decision, lot size, lot frontage, lot orientation relative to roadway corners and radius curves, the nature and configuration of the proposed landscaping, and the design, location, and orientation of pre-existing improvements and structures on surrounding lots. If an applicant is dissatisfied with a decision rendered on its plan submitted for lot configuration review, the aggrieved applicant may appeal such decision to the Planning Board, if made by a designee, or as otherwise provided by law or in equity, if made by the Planning Board.
6. The location and design of all driveways and all off-street parking layouts serving any individual lot shall be selected from the set of alternatives approved hereby and set forth in Exhibit A to this Decision, unless an alternative design is permitted during the lot configuration review process described in the immediately preceding Condition B-5.

C. Utility, Infrastructure and Improvements

1. All buildings within the Sandpiper Place II (North) Workforce Homeownership Development Project hereby approved by this Decision shall be connected to municipal water and sewer service subject to the payment of all applicable connection fees and other fees (except as may be waived by the Board of Selectmen, acting as the Nantucket Sewer Commission, in accordance with its adopted policy).
2. Prior to the Planning Board's approval of final plans, the Applicant shall obtain a Certificate of Water Quality Compliance (CWQC) from the Wannacomet Water Company.

D. Traffic Mitigation and Improvements

1. All of the traffic mitigation and improvement requirements set forth as Condition D-1(A through E, inclusive) within the Sandpiper I (South) Workforce Homeownership Development Project Definitive Subdivision Plan Decision, dated January 26, 2017, are hereby incorporated by reference into this Decision, in their entirety. In the interest of brevity, the full text of the condition is not repeated herein.
2. Lot 16 shall be required to share a driveway access with Lot 17 within the Sandpiper Place I (South) Workforce Homeownership Development Project. The Applicant shall register the foregoing restriction upon the title of the identified lots upon their conveyance, and such restriction shall be contained within such deed, and any subsequent deed, transferring ownership thereof.
3. Driveway access and / or the passage and re-passage of vehicles to and from Road "A" for access to and from Lots 67, 68, 69, 70, and 71 shall be prohibited.
4. An access lane cleared free of vegetation and obstruction to at least twelve (12) feet in width shall be located along the rear lot lines to provide access to the off-street parking to serve Lots 59, 60, 61, 64, 65, and 66 and is also required to be established along the rear lot lines to provide access for the off-street parking to serve Lots 82, 83, 84, 85, and 86. The access lane along the rear of Lots 59, 60, and 61 shall connect to / from the east-west segment of Road "D" and the access lane along the rear of Lots 64, 65, and 66 shall connect to / from the east-west segment of Road "A" as such are depicted on the Sandpiper Place II (North) Definitive Subdivision Plan (Planning Board File # 8025). The access lane between Lots 82, 83, 84, 85, and 86 and Lots 87, 94, and 95 shall connect to / from the north-south segments of Road D.

E. Phasing and Implementation of Development

1. The Applicant, subject to the proportionate disbursement requirement of Condition Number E-4 and the market-rate to AMI Limit Restricted Homes certificate of occupancy ratio in Condition Number E-3, herein, shall be permitted to phase the construction of its development, in any manner, in the Applicant's sole and absolute discretion, provided however, that the Applicant shall be required to submit a subsequent phasing plan, or plans, to the Planning Board, or its designee, for review and approval.

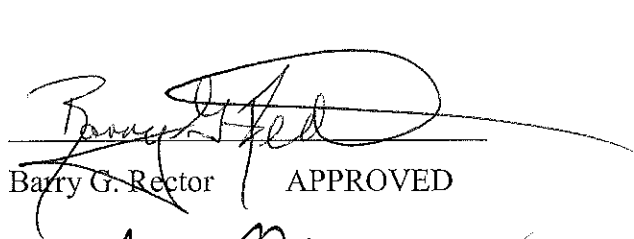
2. A pre-construction meeting shall take place on site. The pre-construction meeting will be organized by the Planning & Land Use Services (PLUS) Department staff upon notification from the applicant that construction of the project is commencing.
3. The Applicant and subsequent owners thereof, in their sole and absolute discretion, shall be permitted to obtain Certificates of Occupancy for an increment of up to thirteen (13) of the primary dwelling units to be constructed upon the market rate lots, at any locations within the project, prior to obtaining the first Certificate of Occupancy for any of the primary dwelling units to be constructed upon any of the 80% AMI restricted lots or any of the 175% AMI restricted lots. Thereafter, the issuance of all Certificates of Occupancy for primary dwelling units within the project is subject to a schedule where the minimum ratio of one (1) primary dwelling unit constructed upon an 80% AMI restricted lot or a 175% AMI restricted lot must be issued for each two (2) primary dwelling units constructed upon market rate lots, regardless of the number of dwelling units on the market rate lot(s). Additional primary dwelling units constructed upon 80% AMI restricted lots or 175% AMI restricted lots are eligible for the issuance of a Certificate of Occupancy at any time and the issuance of such shall be credited against the ratio described above. The Planning Board or its designee shall be required to confirm compliance with this schedule by providing documentation of compliance prior to the issuance of Certificate of Occupancy for all primary dwelling units. For purposes of this Condition E-3, Certificates of Occupancy for non-primary dwelling units (i.e., secondary, accessory, garage apartment units) developed or constructed on market rate lots, 80% AMI restricted lots and 175% AMI restricted lots, shall not be considered in determining compliance with the ratio set forth herein. The Planning Board may, at a public meeting, but without holding a public hearing, waive the requirements of this condition on a case-by-case basis.
4. The AMI Limit Restricted Homes shall be distributed proportionately throughout Sandpiper Place II (North), pursuant to Section VI(B)(4)(d) of the DHCD 40B Guidelines, and in accordance with plans depicting such disbursement which shall be submitted to the Planning Board. Any alteration of the location of the AMI Limit Restricted Homes or their disbursement throughout Sandpiper Place II (North) shall be reviewed and approved by the Planning Board, or their designee.
5. A minimum buffer area of not less than twenty (20') feet shall be established and maintained within the rear portions of the workforce homeownership lots (Lots 8, 9, 10, 11, 12, 13, 14, 15, 16, as numbered on the plans referenced in this Decision) and any abutting residentially zoned land. The Applicant shall impose such restriction, by deed, upon the owner of such lots as abut any property of any such neighboring subdivision at the time of conveyance. No primary dwelling, secondary dwelling, tertiary dwelling shall be located within the buffer area, however single story outbuilding(s), shed(s), stable(s), single bay garage structures, and studio(s), as such terms are defined in Section 139-2 of the Zoning Bylaw shall be allowed to be located within the buffer area, as shall fences, statuary, and other improvements that do not constitute structures, subject to compliance with any other applicable provisions of the Zoning Bylaw.

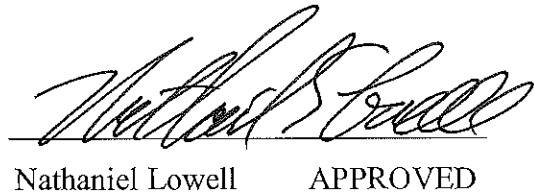
F. General, Regulatory & Miscellaneous Conditions

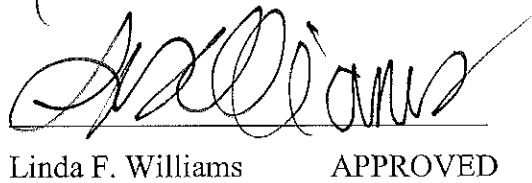
1. Each buildable lot is permitted to be developed, and the Applicant or any successive owners thereof, may construct or cause to be constructed, buildings or structures thereupon consistent with this Decision, and shall not be bound by the required front yard, rear yard and side yard setbacks otherwise applicable in the R-5 zoning district, in accordance with Section 139-8(D)(2)(b) of the Zoning Bylaw.
2. Each buildable lot is permitted to be developed and improved with a Ground Cover Ratio of up to fifty (50%) percent, in excess of the forty (40%) percent ratio which is ordinarily permitted in the R-5 zoning district, in accordance with Section 139-8(d)(2)(c) of the Zoning Bylaw.
3. No lot within Sandpiper Place II (North) shall be permitted to be divided into two (2) lots under the Nantucket Housing Needs Program described in Sections 139-8(B) and 139-8(C) of the Zoning Bylaw.
4. The Applicant may impose privately enforced restrictions, in addition to those required by this Special Permit, running with the land upon any lot, or lots, concerning their use for duplex, secondary or tertiary dwellings, as a result of ongoing negotiations between the Applicant and the Cedar Crest III Homeowner's Association, such restriction shall be imposed by covenant and an independent right of enforcement to be granted to the Planning Board on or before its recording or registration, as the case may be, with the Nantucket County Registry of Deeds or the Nantucket Registry District of the Land Court.
5. The Applicant agrees to continue to work with the Nantucket Regional Transportation Authority (NRTA) to analyze prospective future usage and specific ridership demands on NRTA services and design, and shall mutually determine any potential service routes and facility locations utilizing the Sandpiper Place II (North) Workforce Homeownership Project private roadways.
6. The Planning Board agrees that the commencement of substantial use or construction as such is contemplated in MGL c. 40A Section 9, shall mean the installation and pouring of footings upon one (1) buildable lot.

RECORD OF VOTE AND SIGNATURE PAGE FOLLOWS

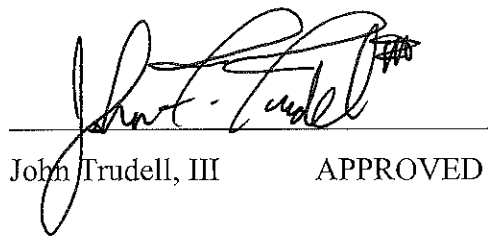
Record of Vote: On February 23, 2017, the Planning Board voted 5 - 0 to **CLOSE** the public hearing, and voted 5 - 0 to **APPROVE** the "Sandpiper Place II" (North) Workforce Homeownership Development Permit Special Permit and (Major) Site Plan Review and to **ENDORSE** this Decision.


Barry G. Rector APPROVED


Nathaniel Lowell APPROVED


Linda F. Williams APPROVED

Joseph Marcklinger APPROVED

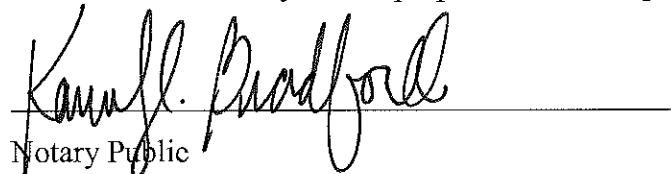

John Trudell, III APPROVED

COMMONWEALTH OF MASSACHUSETTS

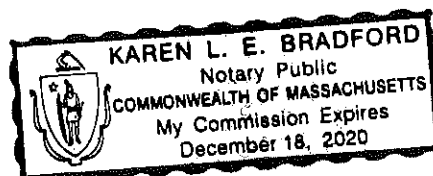
Nantucket, SS

MARCH 8TH, 2017

On the 8TH day of MARCH, 2017, before me, the undersigned notary public, personally appeared NATHANIEL LOWELL, one of the above-named members of the Planning Board of Nantucket, Massachusetts, personally known to me to be the person whose name is signed on the preceding document, and acknowledged that ~~he~~^{she} signed the foregoing instrument voluntarily for the purposes therein expressed.


Notary Public

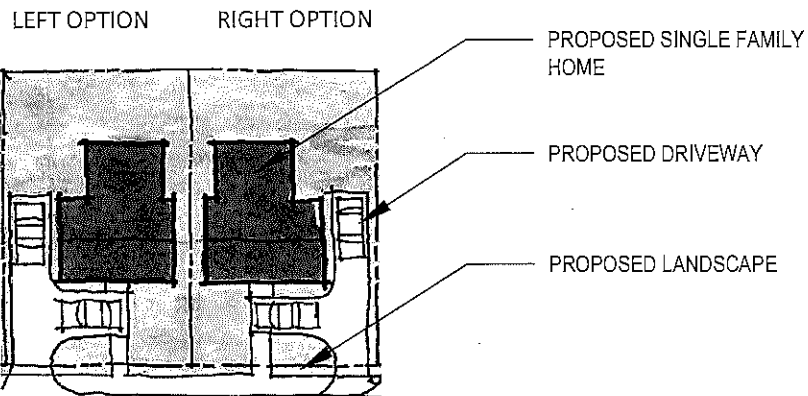
12/18/2020
My Commission Expires



ALTERNATIVE A

SIDE YARD, DRIVEWAY, AND PARKING OFFSET

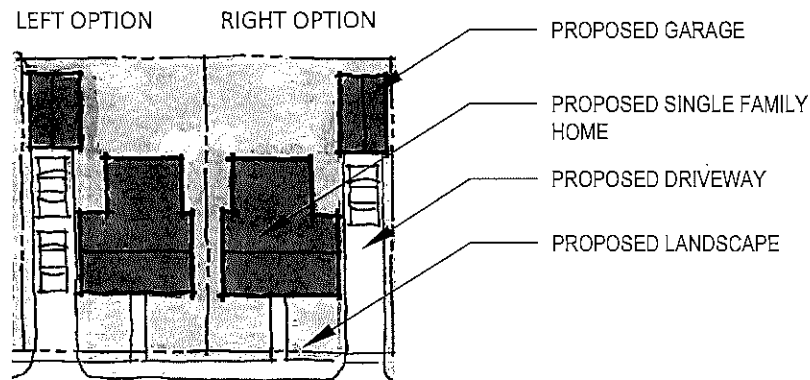
SCALE: 1" = 50'



ALTERNATIVE B

SIDE YARD TANDEM PARKING

SCALE: 1" = 50'



SHEET # 1 OF 3

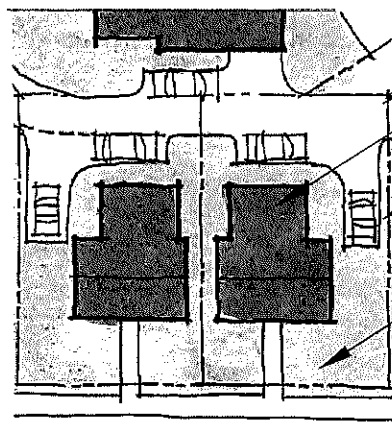
ALTERNATIVE C

REAR YARD, DRIVEWAY, AND PARKING OFFSET

SCALE: 1" = 50'

LEFT OPTION

RIGHT OPTION

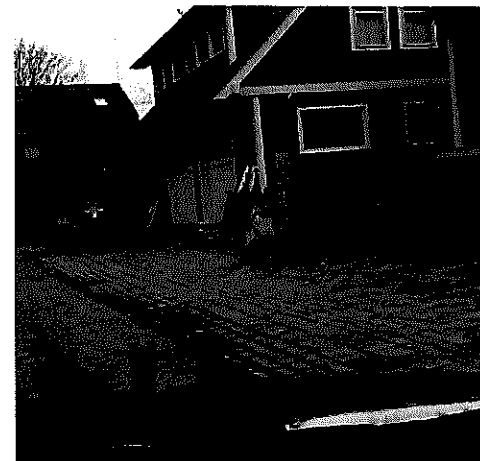


PROPOSED ONE WAY STREET

PROPOSED SINGLE FAMILY HOME

PROPOSED DRIVEWAY

PROPOSED LANDSCAPE



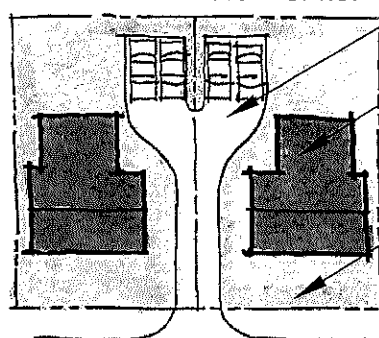
ALTERNATIVE D

SIDE YARD, OFFSET AND SHARED DRIVEWAY AND PARKING

SCALE: 1" = 50'

LEFT OPTION

RIGHT OPTION



PROPOSED SHARED DRIVEWAY

PROPOSED SINGLE FAMILY HOME

PROPOSED LANDSCAPE



SHEET # 2 OF 3

**RICHMOND
GREAT POINT
DEVELOPMENT LLC**

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

PRE-APPROVED DRIVEWAY AND OFF-STREET PARKING
ALTERNATIVES SANDPIPER PLACE WORKFORCE HOMEOWNERSHIP
DEVELOPMENT PROJECT

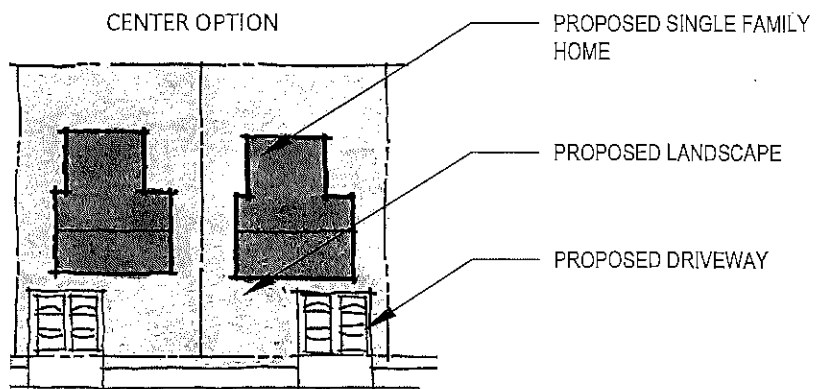
PROJECT: W141196

**BOHLER
ENGINEERING**
352 TURNPIKE ROAD
SOUTHBROOK, MA
Phone: (508) 453-9500

ALTERNATIVE E

FRONT YARD HEAD IN PARKING

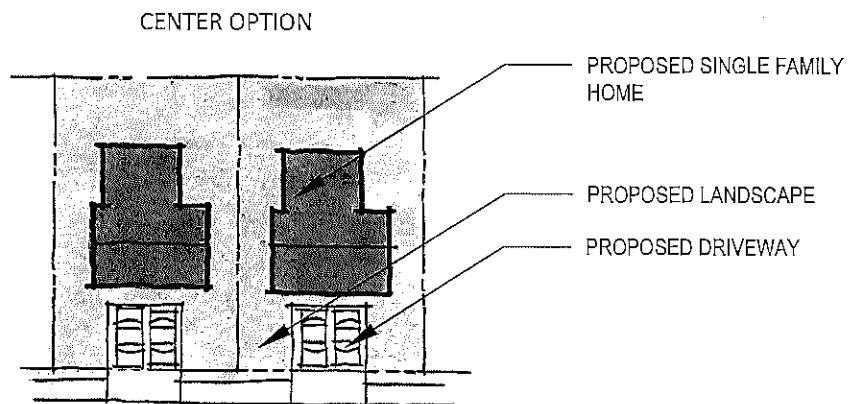
SCALE: 1" = 50'



ALTERNATIVE F

FRONT YARD HEAD IN PARKING

SCALE: 1" = 50'



SHEET # 3 OF 3

PERFORMANCE AND COMPLIANCE MATRIX

OBLIGATIONS REQUIRED UNDER MEMORANDA OF AGREEMENT / UNDERSTANDING AND MITIGATION AGREEMENTS

RICHMOND GREAT POINT DEVELOPMENT LLC ("DEVELOPER") and TOWN OF NANTUCKET / COUNTY OF NANTUCKET ("TOWN / COUNTY")

Updated as of December 23, 2021

Relevant Agreements:

- (A) - "2015 Richmond Great Point Development LLC / Town of Nantucket Memorandum of Agreement" (Dated November 9, 2015)
- (B) - "2019 Memorandum of Agreement between Richmond Great Point Development, LLC and Town of Nantucket" (Dated January 9, 2019)
- (C) - "Sewer Connection and Dedication Agreement" (Dated October 5, 2016)
- (D) - "Memorandum of Agreement between Richmond Great Point Development, LLC and County of Nantucket Old South Road Roadway Improvement Project" (Dated October 17, 2018)

LOCAL ZONING AND PERMITTING RELATED ACTIONS				
Provision / Reference in Agreement	Responsible Party	Obligation or Requirement	Status / Required Action	Compliance or Non-Compliance
2015 MOA Section I.(1) through I.(5) "Richmond's Undertakings"	Richmond Great Point Development LLC	Richmond shall: (1) Design, (2) Seek Approvals for, and (3) Build up to 225 Rental Units and up to 100 Homeownership Units (Lots) with the Prescribed Percentages of Units Permanently Qualifying for the Town's SHI List, to be Rented and Sold at the Prescribed Maximum AMI Limits.	All Discretionary Approvals have been Obtained (Subdivision and Special Permits) - 98 Rental Units have been Completed and Certified on the SHI List and 3 Homeownership Units have been Completed and Sold and are Pending Certification on the SHI List. Multiple Additional Rental and Homeownership Units are Currently under Construction (Ongoing)	Yes (Ongoing Compliance has been Achieved by Richmond)
2015 MOA Section I.(2) "Richmond's Undertakings"	Richmond Great Point Development LLC	The Total / Maximum 325 (Housing) Units shall contain a Maximum of Seven Hundred (700) Bedrooms. The Unit / Bedroom Mix shall be Solely at Richmond's Discretion, as long as the Mix of the Market Rate and AMI Restricted Units shall be the Same.	The Buildout to Date Remains in Proportion to the Maximum Projected Allowance of the Seven Hundred (700) Bedroom Cumulative Total (Richmond most Recently Submitted a Sensitivity Analysis Confirming the Unit Mix and the Maximum Bedroom Compliance to the PLUS Staff on September 17, 2021	Yes (Ongoing Compliance has been Achieved by Richmond)
2015 MOA Section I.(7) "Richmond's Undertakings"	Richmond Great Point Development LLC	Richmond shall cause to be Prepared and shall Provide to the Various Town Boards, the Town School District, and Town Departments with an Expert Fiscal Impact Report (with a Student Projection Report) and a Traffic Report which Estimates and Analyzes the Relevant Parameters of the Project and Recommends Appropriate Mitigation Measures.	Initial Reports shall be Submitted to and Reviewed by the Town (including Town Consultant Peer Review) and Updated Student Projection Reports shall be Provided when Future Increments of 75 Building Permits are Sought (Initial Reports were Provided and Reviewed in the Fall of 2016)	Yes (Ongoing Compliance has been Achieved by Richmond) Future Reports are not yet Due
2015 MOA Section I.(10) "Richmond's Undertakings"	Richmond Great Point Development LLC and its Successors (Lot / Homebuyers)	Richmond shall Pay all Applicable Water and Sewer Fees at the Time Customarily Collected by the Town.	To Date (through December 15, 2021) Richmond has Paid Running Totals of \$478,000 in Water Connection and Meter Fees to the Wannacomet Water Company and \$155,000 in Sewer Connection and Sewer Capacity Utilization Fees to the Town of Nantucket Sewer Department.	Yes (Ongoing Compliance has been Achieved by Richmond)
2015 MOA Section I.(11) "Richmond's Undertakings"	Richmond Great Point Development LLC	Richmond shall Provide, at its Sole Expense all Necessary Sewer and Water Infrastructure to Serve the Project, including any Sewer and Water Main Upgrades Reasonably Required by the Town.	To Date (through December 15, 2021) Richmond has Funded and Constructed 8,300 Linear Feet of Sewer Lines (1.5 Miles) at a Cost of \$1,100,000 and 5,300 Linear Feet of Water Lines (1.0 Miles) at a Cost of \$750,000.	Yes (Ongoing Compliance has been Achieved by Richmond)
2015 MOA Section I.(13) "Richmond's Undertakings"	Richmond Great Point Development LLC	Richmond shall Seek Building Permits for the Housing Development in a Phased Manner, to allow the Town to Satisfy its Housing Production Plan Goals on a Yearly Basis (as Related to Short-Term "Safe Harbor") in Accordance with the Statutory Provisions of MGL Chapter 40B.	Through its Phased Permitting, Richmond Obtained 48 Rental Unit Building Permits which Facilitated the Town Achieving "Safe Harbor" from June of 2019 through June of 2021 and has Recently Obtained 24 Additional Rental Unit Building Permits which will Facilitate the Town Achieving One Additional Year of "Safe Harbor" through June of 2023.	Yes (Final Compliance was Achieved by Richmond)
2015 MOA Section I.(19) "Richmond's Undertakings"	Richmond Great Point Development LLC	Richmond shall Provide As-Built Plans to the Town for the Water and Sewer Main Infrastructure at Prescribed Time Frames (within Six Months of the Completion of Each Phase, or as otherwise set forth in the Approvals.	As-Built Plans have been Submitted to the Town Sewer Department and the Wannacomet Water Company on an Ongoing Basis, for all Water and Sewer Improvements that have been Completed to Date.	Yes (Ongoing Compliance has been Achieved by Richmond)
2015 MOA Section II.(2) "Town's Undertakings"	Town of Nantucket	The Select Board shall support a LAU / LIP Application, Provided that the Final Terms of the Application are Consistent with the 2015 MOA and the Final Details are Negotiated and Mutually Agreed to by the Parties.	The Select Board Negotiated the Terms of and Authorized / Served as Sponsor of the LAU / LIP Applications Dated January 14, 2019 that were Submitted to DHCD to Implement the Project (which were Subsequently Approved by DHCD as Documented in the (Multiple) Regulatory Agreements Dated May 3, 2019)	Yes (Final Compliance was Achieved by the Town)
2019 MOA Section 4(A.) "The Takings and Dispositions"	Richmond Great Point Development LLC	Richmond shall Complete (and Submit) Building Permit Applications for not Less than Forty-Eight (48) Rental Units within the Meadows II Workforce Rental Apartment Project	Richmond Submitted the Applications within the Prescribed Time Frame and Obtained Issuance of the Building Permits for the (Forty-Eight) Rental Units within the Meadows II Workforce Rental Apartment Project to Facilitate the Certification of the Town's Housing Production Plan (HPP) in December of 2019.	Yes (Final Compliance was Achieved by Richmond)

2019 MOA Section 10 "Construction and Completion of Units"	Richmond Great Point Development LLC	Richmond shall Commence and Complete Construction and shall Obtain Certificates of Occupancy of not less than Forty-Eight (48) Rental Units within the Meadows II Workforce Rental Apartment Project within Eighteen (18) Months of the Issuance of Building Permits for said Units.	Richmond Commenced and Completed Construction of these Units in a Timely Manner and Obtained Certificates for the Last of the Total of Fifty (50) Rental Units within Phase I of the Meadows II Workforce Rental Apartment Project as of March 22, 2021.	Yes (Final Compliance was Achieved by Richmond)

SUPPLEMENTAL RESTRICTION OF FOUR (4) ADDITIONAL AMI RESTRICTED FOR-SALE UNITS

Provision / Reference in Agreement	Responsible Party	Obligation or Requirement	Status / Required Action	Compliance or Non-Compliance
2019 MOA Section 2 "Restriction of Units"	Richmond Great Point Development LLC	Richmond shall Restrict Two (2) Additional For-Sale Units Restricted to 80% AMI Limits and Two (2) Additional For-Sale Units Restricted to 175% AMI Limits within the Sandpiper Place I and II Workforce Homeownership Projects.	The Total of (Four) Additional For-Sale Units were Restricted and the Associated Special Permits and LAU / LIP Applications were Amended and Approved to Reflect these Additional Restricted Units by the Town Planning Board and by the DHCD	Yes (Ongoing Compliance has been Achieved by Richmond)
2019 MOA Section 3 "LIP / LAU Applications"	Town of Nantucket	The Town (through the Select Board) shall Execute and Sponsor LAU / LIP Applications to the DHCD Seeking Approval of the (Two) Additional 80% AMI Restricted For-Sale Units.	The Town (through the Select Board) Executed and Sponsored the LAU / LIP Applications, as Required, which were Approved by DHCD and Reflected in the (Multiple) Regulatory Agreements dated May 3, 2019.	Yes (Final Compliance was Achieved by the Town)

(EMINENT DOMAIN) TAKINGS AND PROPERTY DISPOSITION RELATED ACTIONS

Provision / Reference in Agreement	Responsible Party	Obligation or Requirement	Status / Required Action	Compliance or Non-Compliance
2019 MOA Section 4(A.) "The Takings and Dispositions"	Richmond Great Point Development LLC	Richmond shall Prepare (Engineered) Taking Plans and shall Engage an Independent Appraiser to Establish Property Values for the (Three) Distinct Properties to be Taken by the Town by Eminent Domain and Subsequently Conveyed back to Richmond to Clear the Title of all Rights and Encumbrances.	(Engineered) Plans were Prepared and Submitted to the Town and Appraisals were Completed and Submitted to the Town for the Prescribed Purposes.	Yes (Final Compliance was Achieved by Richmond)
2019 MOA Section 4(B.), (E.), and (F.) "The Takings and Dispositions"	Town of Nantucket	The Town (through the Selected Board) shall take all of the Procedural Steps Necessary to Take, Obtain (New) Certificates of Title, and Convey back Clear Title to Richmond for the (Three) Distinct Properties, in Accordance with all of the Applicable Terms of the MOA and Massachusetts General Laws.	All Applicable Notices, Hearings, and Administrative Items were Completed and (Clear) Title to the (Three) Distinct Properties was Conveyed from the Town to Richmond in Deeds Registered on June 25, 2021.	Yes (Final Compliance was Achieved by the Town)

TRANSACTIONAL / ADMINISTRATIVE RELATED ACTIONS

Provision / Reference in Agreement	Responsible Party	Obligation or Requirement	Status / Required Action	Compliance or Non-Compliance
2015 MOA Section I.(8) "Richmond's Undertakings"	Richmond Great Point Development LLC	Richmond shall Reimburse the Town for Fees for Legal Services Rendered by KP Law in Conjunction with and Incidental to the Matters Reviewed and Agreements made, as well as the Costs Incurred by the Town to Advertise and Conduct the November 9, 2015 Special Town Meeting (STM).	Richmond Remitted Payment of \$11,883 for Reimbursement of KP Law Legal Fees and \$15,504 for Town STM Costs on December 8, 2015.	Yes (Final Compliance was Achieved by Richmond)
2015 MOA Section I.(17) "Richmond's Undertakings"	Richmond Great Point Development LLC	Richmond shall Pay all Reasonable Monitoring Fees Provided for under DHCD's Guidelines and under any Regulatory Agreements (as Applicable)	Richmond has Remitted all Fees Due to DHCD for the Turnover of the First Cycle of AMI Restricted Rental Units	Yes (Ongoing Compliance has been Achieved by Richmond)
2015 MOA Section I.(18) "Richmond's Undertakings"	Richmond Great Point Development LLC	Richmond shall Place Prohibitions in Rental Leases against Certain Property and Vehicle Storage Practices and shall Provide Full-Time, On-Site Property Management for the Rental Project.	All Tenant Leases contain such Prohibitions and Richmond provides Full-Time, On-Site Property Management (Including a Full Time Office Staffed and Open to Tenants and the Public during Regular Business Hours.	Yes (Ongoing Compliance has been Achieved by Richmond)
2015 MOA Section I.(20) "Richmond's Undertakings"	Richmond Great Point Development LLC	Richmond Agrees to Execute a Mutually Satisfactory Agreement with Housing Nantucket (to the Town's Reasonable Satisfaction) to Complete the Land Exchange in Accordance with Land Court Document # 146007	A "Restatement of Memorandum of Understanding" was Executed between the Parties, Dated November 16, 2015, setting forth all the Actions, Deadlines, and Details to Finalize the (Four Lot Land Exchange) from Richmond to Housing Nantucket (the Agreement was Reviewed and Consented to by the Town)	Yes (Ongoing Compliance has been Achieved by Richmond) Closing Set for No Later than January 31, 2022
2019 MOA Section 8 "Reimbursement of Costs to the Town"	Richmond Great Point Development LLC	Richmond shall Reimburse the Town for any Engineering and Legal Fees, Advertising and Noticing Costs and any Monetary Damages Awarded in Relation to the Eminent Domain Takings and Related Actions	No Engineering Costs or Monetary Damages were Incurred by the Town. Richmond Reimbursed the Town for all Advertising, Noticing, and Legal Fees and Costs Related to the Eminent Domain Takings and Related Actions.	Yes (Final Compliance was Achieved by Richmond)

TRAFFIC INFRASTRUCTURE AND MITIGATION - APPROVALS / IMPROVEMENTS				
Provision / Reference in Agreement	Responsible Party	Obligation or Requirement	Status / Required Action	Compliance or Non-Compliance
Roadway Agreement - Section (1.2) - "Performance of the Work"	Richmond Great Point Development LLC (and its Contractors / Subcontractors)	Shall, at its Sole Effort, and Expense, Construct the Traffic Mitigation Improvements Pursuant to the Approved Final Design Plans.	All Work has been Completed, to the Satisfaction of the Town's Consulting Engineer (based on Ongoing Review / Multiple Inspections), Except for Deminimus Punch List Items, as of November 30, 2021	Yes (Ongoing Compliance has been Achieved by Richmond)
Roadway Agreement - Section (1.3) - "Performance Bond"	Richmond Great Point Development LLC (and its Primary Contractor)	Shall Provide a Performance Bond in the Amount of 100% of the (Non Utility Pole Relocation and Non-Paving) Costs as Security for Payment of Costs and Completion of the Improvements.	A \$1.85 MM Performance Bond (Surety) was Obtained through the Travelers Insurance Company and Posted in Favor of the Town and County of Nantucket for the Duration of the Improvement Work.	Yes (Final Compliance was Achieved by Richmond)
Roadway Agreement - Section (1.6) - "Requirement to Obtain Additional Permits and Approvals"	Richmond Great Point Development LLC (and its Contractors / Subcontractors)	Shall be Required to Obtain any and all other Federal, State, or Local Permits and Approvals Required to Complete the Improvements.	Richmond (and its Contractors / Subcontractors) Obtained Multiple "Street Opening" and "Street Blocking" Permits through the Duration of the Project through and Working with Town Administration.	Yes (Final Compliance was Achieved by Richmond)
Roadway Agreement - Section (2.1) - "Grant of License"	County of Nantucket (as Owner of the Old South Road, Lovers Lane, and Macy's Lane Rights of Way)	Shall Grant to Richmond (and its Contractors and Representatives) the Right to Enter the Rights of Way for the Purposes of Completing the Improvements in Accordance with the Approved Final Design Plans.	The County Commissioners Voted to Grant this Permission at its October 25, 2018 Meeting and Confirmed this Authorization by way of Execution of the Memorandum of Agreement.	Yes (Final Compliance was Achieved by the Town)
Roadway Agreement - Section (3.1) - "Acceptance of Traffic Mitigation Improvements"	Richmond Great Point Development LLC	Shall, Upon Final Inspection and Certifications of the Completion of the Improvements by the County (by the Town's Consulting Engineer) Convey its Right, Title, and Interest in the Improvements to the County.	Delivery of Final As-Built Plans and Final Inspection by the Town's Consulting Engineer is Pending (and is Expected to be Completed in the Next Sixty (60) Days, on or before January 30, 2022).	Yes (with Final Compliance Pending by Richmond as Described Herein)
Roadway Agreement - Section (3.2) - "Taking of Real Estate or Voluntary Conveyance"	County of Nantucket (as Owner of the Old South Road, Lovers Lane, and Macy's Lane Rights of Way)	Upon Final Completion of the Improvements and Conveyance from Richmond, the Town shall Take (by Eminent Domain) any Property Required to Complete the Layouts for the (Widened and Improved) Rights of Way.	Plans, Notices, and Takings shall be Commenced Upon the Completion of the Final As-Built Plans and Final Inspection have been Completed and Conveyance(s) of Rights has been Offered by Richmond.	Yes (with Final Compliance Pending by the County as Described Herein)
Roadway Agreement - Section (3.5) - "Maintenance and Repair Following Completion"	County of Nantucket (as Owner of the Old South Road, Lovers Lane, and Macy's Lane Rights of Way)	Upon Final Completion and Acceptance of the Improvements, Richmond shall be Released from and the County shall have the Sole Responsibility for all Repair and Maintenance Obligations of the Improvements and all of the Rights of Way.	A Letter Agreement / Notice Evidencing such Release will be Executed by the County and will be Delivered to Richmond Upon the Final Acceptance of the Improvements and Completion of the Conveyance(s).	Yes (with Final Compliance Pending by the County as Described Herein)
2019 MOA Section 11 "Layout and Construction of Internal Roadways"	Richmond Great Point Development LLC	Richmond shall Layout, Fund, and Construct all of the Internal (Subdivision) Roads, Infrastructure, and Related Improvements to Serve the Project Per the Town Specifications and in Accordance with its Permits and Approvals (the Plans and Work shall be Subject to Review and Inspection by the Town)	All Internal Roadways, Infrastructure, and Related Improvements in the Active Phases of Development have been Completed to the Satisfaction of the Town's Consulting Engineer and Inspected, with Form J (Subdivision Covenant Releases) Approved for these Areas by the Town Planning Board.	Yes (Ongoing Compliance has been Achieved by Richmond)
2019 MOA Section 12 "Acceptance of Internal Roadways by County"	Richmond Great Point Development LLC	Upon (Final) Completion by Richmond and Satisfactory Inspection by the Town's Consulting Engineer, Richmond shall Prepare Layout Plans and Provide them to the County for Acceptance, along with Easements for Public Way Purposes.	Once Wearing Course Pavement, Sidewalks, Curbing, Landscaping and other Final Improvements have been Completed, Richmond will Take the Prescribed Actions (Expected in the 3rd or 4th Quarter of 2023)	Action Not Yet Required
2019 MOA Section 12 "Acceptance of Internal Roadways by County"	County of Nantucket	Upon (Final) Completion by Richmond and Satisfactory Inspection by the Town's Consulting Engineer, the County shall Accept the Road Layout Plans, along with Easements for Public Way Purposes.	Once the Layout Plans and Easements have been Prepared and Submitted / Offered to the County, the County will Take the Prescribed Actions (Expected in the 3rd or 4th Quarter of 2023)	Action Not Yet Required
2019 MOA Section 13 "Maintenance of Internal Roadways"	Richmond Great Point Development LLC	Prior to the County's Acceptance of the Layout Plans and Easements for Public Way Purposes thereon, Richmond shall be Responsible for the Maintenance of the Internal Roadway System (Including Snowplowing and Sanding).	Richmond is Currently Maintaining the Internal Roadway System (Including Snowplowing and Sanding).	Yes (Ongoing Compliance has been Achieved by Richmond)
2019 MOA Section 13 "Maintenance of Internal Roadways"	Richmond Great Point Development LLC	Upon the County's Acceptance of the Layout Plans and Easements for Public Way Purposes, the Homeowner's Association Trusts of the Respective Portions of the Project shall be Responsible for the Maintenance of the Internal Roadway System (Including Snowplowing and Sanding).	Once the County Accepts the Layout Plans and Easements for Public Way Purposes these (Maintenance) Obligations with be Formally Transferred from Richmond to the (Respective) Homeowner's Association Trusts.	Action Not Yet Required

SEWER INFRASTRUCTURE AND MITIGATION - APPROVALS / IMPROVEMENTS

Provision / Reference in Agreement	Responsible Party	Obligation or Requirement	Status / Required Action	Compliance Achieved ?
Sewer Agreement - Section (2) - "Dedication of Sewer Line A"	Richmond Great Point Development LLC	Upon Completion and Inspection of said Sewer Line, Richmond Shall Offer / Transfer Ownership of the New Sewer Line Located in Greglen Avenue and Davkim Lane to the Town of Nantucket.	Offer (Including Easement Plans) was Formally Transmitted by Richmond to the Town of Nantucket in August of 2017	Yes (Final Compliance was Achieved by Richmond)
Sewer Agreement - Section (3) - "Dedication of Sewer Line B"	Richmond Great Point Development LLC	Upon Completion and Inspection of said Sewer Line, Richmond Shall Offer / Transfer Ownership of the New Sewer Line Located in Lovers Lane to the Town of Nantucket.	Offer (Including Easement Plans) was Formally Transmitted by Richmond to the Town of Nantucket in August of 2017	Yes (Final Compliance was Achieved by Richmond)
Sewer Agreement - Section (4) - "Dedication of Sewer Line C"	Richmond Great Point Development LLC	Upon Completion and Inspection of said Sewer Line, Richmond Shall Offer / Transfer Ownership of the New Sewer Line Located in Ironwood Road and Nancy Ann Lane to the Town of Nantucket.	Construction of Improvements is Nearing Completion Pending Inspection and As-Built Plans, Offer will be Made	Yes (Ongoing Compliance has been Achieved by Richmond)
Sewer Agreement - Section (6) - "Mitigation Payment"	Richmond Great Point Development LLC	Richmond Shall Make \$250,000 Mitigation Payment to Town in Order to Fund Identified / Required Upgrades to the South Valley Sewer Pumping Station	\$100,000 Deposit Required by Richmond was made on October 4, 2016. Final Payment will be Due Upon the Town Finalizing the Bid Documents and Authorizing a Contractor	Yes (Ongoing Compliance has been Achieved by Richmond)
Sewer Agreement - Section (7) - "Use of Mitigation Payments"	Town of Nantucket	The Town shall Use the Mitigation Payments Exclusively to Fund the Identified / Required Upgrades to the South Valley Sewer Pumping Station	Town Sewer Department Staff and Consultants are Finalizing the Design and Bid Documents to Facilitate the Identified / Required Upgrades	Yes (Ongoing Compliance has been Achieved by the Town)



MEMORANDUM

DATE: January 25th, 2018

TO: Libby Gibson, Town Manager

CC: Andrew Vorce, Director of Planning
Dave Armanetti, Richmond Great Point
Patty Roggeveen, Richmond Great Point

FROM: Tucker Holland, Housing Specialist

RE: Requirements Included in TON – RGPD, LLC MOA (November 9, 2015)

Per your request to summarize in a few pages for the Board of Selectmen the principle requirements from the November 9, 2015 Memorandum of Agreement (“MOA”) with Richmond Great Point Development (“Richmond”), I have consulted with Richmond and put together a bullet-pointed, “abridged” listing by section of the main business points of the MOA. This is not intended to be a legal analysis of obligation nor liability, yet it is intended to serve as a quick-reference guide as to where things are presently at vis-à-vis the parties’ original understandings and commitments.

It is, however, noted that as of the date of this update, both Richmond and the Town are in full compliance, and have performed all of the various actions required to date by each party under the terms of the MOA.

Recitals from the MOA

- *Richmond seeks to develop the Property for multi-family rental housing and single family home ownership, with an affordability component*
- *Richmond intends to develop the entire Property with a total of 325 units (225 rental units and 100 ownership units)*
- *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)*
- *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*
- *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*

- *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*

November 2015 Special Town Meeting

- Articles 1 and 2 from the 2015 STM Warrant passed in forms satisfactory to Richmond.

Planning Board Approvals

- After approximately eight months of review and public hearings, Planning Board Special Permit approval and Major Site Plan Review approval for the Sandpiper I and II (Workforce Homeownership Development Projects comprising 91 total home sites, 17 restricted at 80% AMI and 6 restricted at 175% AMI) and the Meadows II (Workforce Rental Housing Development Project comprising 225 rental units, 56 restricted at 80% AMI) were obtained on February 16, 2017 and February 23, 2017, and the decisions documenting these approvals and listing the conditions of approval were filed with the Town Clerk on March 9th, 2017. (Note that 3 additional residential building lots will be transferred to Housing Nantucket.)
- After approximately eight months of review and public hearings, Planning Board Definitive Subdivision Plan (AR) approval for each of the three projects noted above were obtained on January 26, 2017, and the decisions documenting these approvals and listing the conditions of approval were also filed with the Town Clerk on March 9th of 2017.

Status of HDC and Engineering Approvals

- Following the receipt of special permit and definitive subdivision approvals, after approximately nine months of detailed technical review by various Town staff departments (including the Planning and Land Use Services Department (PLUS) and the Planning Board's consulting engineer (Pesce & Associates, Inc.), the Fire Department, the Police Department, the Department of Public Works, the Health Department, and the Wannacomet Water Company, and following multiple design revisions, iterations, and re-submittals, to address suggestions and to satisfy the requirements of these respective departments and agencies, the Planning Board approved / endorsed the engineering drawings that will become the basis for construction of the infrastructure and site improvements of the projects (including the off-site roadway improvements which will be made to Old South Road) at its December 11, 2017 meeting. These plans are now being processed for signature by the Planning Board and the applicable definitive subdivision plans are expected to be filed / registered by Richmond with the Nantucket Registry District of the Land Court in the next ten days.
- In anticipation of obtaining these engineering approvals, Richmond, during the latter portion of the Planning Board and staff review and approvals processes, submitted applications / plans and has been working with the Historic District Commission (HDC) to facilitate the review of and to obtain conceptual approval of the various apartment building designs and single-family home prototype designs. Richmond has already obtained approval of one of the nine different apartment building design variations that have been created and submitted to the HDC for review. Final review and formal approval of the remainder of these plans are expected to be obtained by the end of the first quarter of 2018.

Building Permits

- Subject to the receipt of further direction and following the receipt of design approvals from the Historic District Commission (HDC) Richmond anticipates submitting applications for building permits for the buildings comprising the first phase of the Meadows II Apartments Development Project (comprised of approximately 100 units) by the end of February 2018.

Part I – Richmond’s Undertakings

1. This undertaking principally relates to Richmond’s commitment, if Articles 1 and 2 of from the Special Town Meeting pass, to design, have approved and construct up to 325 units at the property, and that it will use all commercially reasonable efforts to comply with DHCD guidelines to make SHI eligible all 225 rental units and 75% of the *affordable* homeownership units and shall cooperate with any requirement to render those units SHI eligible. (Note: there appears to be some conflicting language within the paragraph regarding homeownership units eligible for the SHI, yet I believe the 75% restricted at 80% AMI is everyone’s intent.)
 - *As noted above, Articles 1 and 2 at the November 9, 2015 Special Town Meeting were approved.*
 - *As noted above, Richmond has continued to seek necessary approvals in a timely manner and intends to proceed with construction.*
 - *The Town reached out to Richmond in December with respect to its desire to see where the project stands on its permitting and eligibility timing for inclusion of the project’s 242 units on the SHI list.*
 - *Patty R., Tucker H. and Dave A. met on 1/9/18 to review MOA and discuss requirements for getting Richmond units included on the SHI list at the first opportunity.*
2. This effectively affirms the maximum number of units will be 325 and the maximum number of bedrooms will be 700 for the property.
 - *No action required.*
3. This affirms Richmond’s commitment to diligently pursue all necessary approvals for the first phase of development of up to 325 units and shall begin construction within 90 days of obtaining all necessary approvals, including the expiration of all applicable appeal periods, including but not limited to Special Permits, Major Site Plan, Definitive Subdivision (and acceptance thereof by Land Court), certificates of appropriateness (HDC) and building permits.
 - *As noted above, Special Permit, Site Plan, and Definitive Subdivision Plan have been granted by the Planning Board.*
 - *The status of other required approvals and acceptance of the definitive subdivision plans by the Land Court is described in the text comprising the lower half of page two of this update.*
4. This affirms Richmond’s commitment, upon the necessary approvals described above and following the applicable appeal period(s), that all rental units shall be subject to a permanent deed restriction that shall be delivered , accepted and recorded before any building permit issues which shall require all of the rental units remain rental units and shall not be converted to ownership without approval of Town Meeting and that affordable rental units shall remain affordable unless released by Town Meeting. Leases will strictly prohibit subletting affordable units. For market rate rentals, there shall be no short-term rentals (less than 30 calendar days).

- *At our 1/9 meeting, we discussed the intent of all parties to have the Regulatory Agreement(s) governing the affordable rental units finalized as soon as possible. Richmond noted it is preparing the draft(s) and anticipated they would be ready in about 10 working days.*
 - *We discussed the continued mutual desire of Richmond and the Town to have all eligible Richmond units – ownership and rental – added to the SHI list at the first opportunity, per DHCD guidelines and consistent with representations by the parties to date.*
 - *Note: to reconfirm, the Town will need Richmond to provide the highlighted information on the attached LAU application at its earliest opportunity.*
5. This affirms Richmond's commitment, upon the necessary approvals described above and following the applicable appeal period(s), that all affordable homeownership units shall be subject to a permanent deed restriction that shall be delivered, accepted and recorded before any building permit issues. Leases will strictly prohibit subletting affordable units. For market rate rentals, there shall be no short-term rentals (less than 30 calendar days).
- *Same comments as item 4 above.*
6. This agrees that its successors and assigns will be bound by this agreement. Richmond represents that there are no lienholders of record or other property owners other than Richmond and Walter Glowacki.
- *No action.*
7. This states that Richmond will provide the BOS, FinComm , NPS and others an expert Fiscal Impact Report and a Student Projection Report, which will identify the anticipated total number of children and number of school-aged children projected to reside at the project. The Student Project Report shall be updated by Richmond when building permits issue for the first phase and then, thereafter, each time a new 75 units are sought. Richmond shall also provide a detailed traffic report.
- *All three of these reports have been provided.*
8. This confirms Richmond will reimburse the Town for KP Law services in conjunction with this project up to \$12,000. This item also affirms Richmond's commitment to fund the Town's costs for conducting the 2015 STM.
- *By way of Check # 2535, issued on November 2, 2015, in the amount of \$12,197.50, Richmond reimbursed KP Law (Town Counsel) for all legal fees incurred in advising the Town with respect to the November 9, 2015 Special Town Meeting (STM). By way of Check # 2040, issued on December 3, 2015, in the amount of \$15,504.41, Richmond reimbursed the Town for all of the costs it incurred in conducting the November 9, 2015 Special Town Meeting (STM). Cumulatively, the total amount of these costs paid by Richmond equaled \$27,701.91.*
9. This section mainly deals with water and sewer connection fees and 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.
- *No action required.*

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.

- The water and sewer fees related to the Richmond (workforce housing) projects will be paid at the customary times which have been established for payment, as prescribed in the regulations of the Town Department of Public Works and the Wannacomet Water Company. Sewer (capacity utilization and connection) fees are due prior to submittal of applications for building permits. Water (tap and meter) fees are due prior to the start of construction (with respect to tap fees) and concurrently with the issuance of building permits (with respect to meter fees).*

Cumulatively, all of the Richmond (workforce housing) projects which are the subject of this update are anticipated to pay a total of +/- \$1,980,000 in water and sewer fees. The Meadows II Apartment Development Project is anticipated to pay a total of +/- \$550,000 in sewer fees and +/- \$250,000 in water fees; the Sandpiper Place (I & II) Homeownership Development Projects are anticipated to pay a total of +/- \$630,000 in sewer fees and +/- \$550,000 in water fees. The sewer fees are based on the payment of applicable fees for all market rate units and all of the 175% AMI restricted homes; the payment of sewer fees for all "statutorily" affordable (80% AMI) restricted rental units and for all of the (80% AMI restricted) homes within the Richmond projects which are placed on the Town's subsidized housing inventory (SHI) list have been waived by the Town Board of Selectmen (in accordance with the discretion provided in its adopted policy)

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.

- The engineering plans for the projects which are described on Page 2 of this update, and which were reviewed and approved by all applicable Town departments and agencies and were formally approved / endorsed by the Town Planning Board at its December 11, 2017 meeting, contain a wide range of new and upgraded sewer mains and water mains and related sewer and water infrastructure improvements. The total cost of furnishing and installing these improvements is anticipated to equal +/- \$2,600,000, including +/- \$1,200,000 in water mains and improvements, and +/- \$1,400,000 in sewer mains and improvements (this amount is exclusive of the +/- \$350,000 in sewer mains and improvements which have already been constructed to date in the project area by Richmond). This amount is also exclusive of the \$250,000 minimum contribution that Richmond is required to fund for the pending upgrades to the South Valley Sewer Pumping Station, in accordance with the Sewer Connection and Dedication Agreement, dated October 5, 2016, by and between Richmond and the Town.*

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.
- *Richmond has timely provided all information requested to the relevant permit granting authorities to date.*
 - *It is noted that the Richmond projects are not being processed under the provisions of MGL Chapter 40B and are, instead, being reviewed and processed under a cooperative "zoning based / local control" process by and between Richmond and the Town, under the workforce housing provisions set forth in Section 139-8(D) of the Town Zoning Bylaw, which were codified in accordance with the zoning warrants approved at the November 9, 2015 Special Town Meeting.*
 - *This process superseded the MGL Chapter 40B site approval applications that Richmond filed in the fall of 2015, which were approved by MassHousing in late December of 2015, and which were the subject of the Board of Selectmen's (PEL) comment letters, dated October 22, 2015, on the (since superseded) MGL Chapter 40B site approval applications.*
 - *Notwithstanding this, it is noted that certain of the ownership / control, environmental, design, and technical questions and issues that were incorporated in the Board of Selectmen's (PEL) comment letters were applicable to Richmond's applications under the cooperative "zoning based / local control" process. To the extent that these questions and issues were applicable, they were addressed and resolved to the satisfaction of the applicable Town departments and agencies during the approximately fourteen month long technical review and public hearing process that is referred to in multiple places as part of this update and which preceded the Town Planning Board's final approval of the (special permit and definitive subdivision) permits and the final endorsement of the engineering plans for the Richmond projects that are also referred to in multiple places as part of this update.*
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.
- *Phasing of the apartments is anticipated to be ~100 units in Phase I, ~90 in Phase II and ~35 in Phase III. The buildout of all phases is expected to occur over the course of 4-6 years (subject to customary variables related to economic cycles, market demand, financing criteria, etc.).*
 - *There will be approximately 35 apartment buildings.*
 - *Homeownership will be developed and sold in groups of approximately 20-30 lots or houses at a time. The buildout of all phases is expected to occur over the course of 5-7 years (subject to customary variables related to economic cycles, market demand, financing criteria, etc.).*
 - *Richmond has confirmed that the respective projects are expected to be constructed in the phases described above. Subject to the receipt of design approval in a timely manner from the Historic District Commission (HDC), Richmond expects to file applications for building permits for the first phase of apartment buildings (cumulatively totaling +/- 100 units) and for the first series of homes by the end of February 2018.*
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.
- *Please see comments in item 13.*

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.
- *Please see comments in item 4 above.*
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.
- *Please see comments in item 4 above. The Town and Richmond have previously corresponded and discussed the desire to have the units added to the SH list.*
17. Richmond shall pay all reasonable monitoring fees as provided for under DHCD's Guidelines and under any regulatory agreement, as applicable.
- *No action required yet.*
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.
- *No action required yet.*
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.
- *No action required yet.*
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.

- *A mutually satisfactory agreement has been reached with Housing Nantucket which the Town is satisfied with to transfer 3 lots to Housing Nantucket.*
- *It is anticipated that the necessary Land Court action allowing the land to be transferred will be complete within 6-8 months.*

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.

- *No action required.*

Part II – The 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.
 - *No action required to date.*
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.
 - *As noted in item 4 above, the Town is in support of a LAU/LIP application being filed. Developer information highlighted on the application is sought from Richmond.*
3. The Board of Selectmen shall not withdraw its PEL comment letters to MassHousing.
 - *No action.*
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.
 - *Please see comments in item 2 just above.*
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.

- *No action.*

RICHMOND NANTUCKET - MEADOWS II APARTMENTS DEVELOPMENT PROJECT - CALCULATION OF REMAINING SEWER CONNECTION AND SEWER CAPACITY FEES

					SEWER CONNECTION FEES			SEWER CAPACITY (PRIVILEGE) FEES			TOTAL INCREASES
Meadows II Apartments (Future Phases)	Total Units	Market Rate Units	80% AMI Affordable Units	Market Rate Bedrooms (Total)	Sewer Connection Fee at \$500 Per Market Rate Unit (Existing Regs.)	Sewer Connection Fee at \$4,000 Per Market Rate Unit (New Regs.)	Net Prospective Change (Increase)	Sewer Capacity Fee at \$6,322 Per Building (Existing Regs.)	Sewer Capacity Fee at \$6,706 Per Market Rate Unit (New Regs.)	Net Prospective Change (Increase)	Total Net Prospective Change (Increases) (Connection and Capacity Fees)
PARCEL 68-341 (THIS SHOULD BE 68-893) (RGPDLLC Lot # 7)	# Units	# Units	# Units	# Bedrooms							
H.4 - 7 Gooseberry Place	10	7	3	10	3,500	28,000	24,500	6,322	46,942	40,620	65,120
H.3 - 8 Gooseberry Place	10	8	2	8	4,000	32,000	28,000	6,322	53,648	47,326	75,326
G.1 - 6 Gooseberry Place	6	5	1	10	2,500	20,000	17,500	6,322	33,530	27,208	44,708
Subtotal	26	20	6	28	10,000	80,000	70,000	18,966	134,120	115,154	185,154
PARCEL 68-341 (THIS SHOULD BE 68-893) (RGPDLLC Lot # 7)	# Units	# Units	# Units	# Bedrooms							
I.7 - 1 Gooseberry Place	4	3	1	3	1,500	12,000	10,500	6,322	20,118	13,796	24,296
H.2 - 2 Gooseberry Place	10	8	2	8	4,000	32,000	28,000	6,322	53,648	47,326	75,326
B.1 - 3 and 5 Gooseberry Place	12	8	4	11	4,000	32,000	28,000	6,322	53,648	47,326	75,326
I.6 - 4 Gooseberry Place	4	3	1	3	1,500	12,000	10,500	6,322	20,118	13,796	24,296
Subtotal	30	22	8	25	11,000	88,000	77,000	25,288	147,532	122,244	199,244
PARCEL 68-340 (RGPDLLC Lot # 8)	# Units	# Units	# Units	# Bedrooms							
B.3 - 3 Violet Place	12	9	3	14	4,500	36,000	31,500	6,322	60,354	54,032	85,532
K - 2 Violet Place	5	3	2	7	1,500	12,000	10,500	6,322	20,118	13,796	24,296
J.2 - 1 Violet Place	4	3	1	5	1,500	12,000	10,500	6,322	20,118	13,796	24,296
H.5 - 4 Violet Place	10	8	2	9	4,000	32,000	28,000	6,322	53,648	47,326	75,326
Subtotal	31	23	8	35	11,500	92,000	80,500	25,288	154,238	128,950	209,450
PARCEL 68-335 (RGPDLLC Lot # 1)	# Units	# Units	# Units	# Bedrooms							
F.1 - 2 Wildflower Drive	8	6	2	9	3,000	24,000	21,000	6,322	40,236	33,914	54,914
I.4 - 3 Pimpernel Place	4	3	1	3	1,500	12,000	10,500	6,322	20,118	13,796	24,296
D.1 - 1 Pimperne Place	8	6	2	6	3,000	24,000	21,000	6,322	40,236	33,914	54,914
J.1 - 2 Pimpernel Place	4	2	2	4	1,000	8,000	7,000	6,322	13,412	7,090	14,090
Subtotal	24	17	7	22	8,500	68,000	59,500	25,288	114,002	88,714	148,214
PARCEL 68-338 (Part) (RGPDLLC Lot # 4) (Portion of)	# Units	# Units	# Units	# Bedrooms							
D.2 - 47 Beach Grass Road	8	6	2	6	3,000	24,000	21,000	6,322	40,236	33,914	54,914
F - 49 Beach Grass Road	8	6	2	9	3,000	24,000	21,000	6,322	40,236	33,914	54,914
Subtotal	16	12	4	15	6,000	48,000	42,000	12,644	80,472	67,828	109,828
Cumulative Subtotal (Future Phases)	127	94	33	125	47,000	376,000	329,000	107,474	630,364	522,890	851,890

RICHMOND NANTUCKET - MEADOWS II APARTMENTS DEVELOPMENT PROJECT - CALCULATION OF REMAINING SEWER CONNECTION AND SEWER CAPACITY FEES

					SEWER PERMIT FEES			SEWER CAPACITY FEES (SCFs)					TOTAL INCREASES	
					SEWER CONNECTION FEES			SEWER CAPACITY (PRIVILEGE) FEES						
Meadows II Apartments (Future Phases)	Total Units	Market Rate Units	80% AMI Affordable Units	Market Rate Bedrooms (Total)	Sewer Connection Fee at \$500 Per Market Rate Unit (Existing OLD Regs.)	Sewer Connection Fee at \$4,000 Per Market Rate Unit (New Regs.)	Net Prospective Change (Increase)	Sewer Capacity-Privilege Fee at \$6,322 Per Building (Existing OLD Regs.)	Sewer Capacity Fee at \$6,706 Per Market Rate Unit Unit (New Regs.)	Sewer Capacity Fee at \$6,705.60 Per Market Rate Building cumulative (New Regs.)	Net Prospective Change (Increase)	Net Prospective Change (Increase)	Total Net Prospective Change (Increases) (Connection and Capacity Fees)	Total Net Prospective Change (Increases) (Connection and Capacity Fees)
PARCEL 68-341 (THIS SHOULD BE 68-893) (RGPDLLC Lot # 7)	# Units	# Units	# Units	# Bedrooms										
H.4 - 7 Gooseberry Place	10	7	3	10	3,500	28,000	24,500	6,322	46,942	\$22,352.00	40,620	\$16,030.00	65,120	\$50,352.00
H.3 - 8 Gooseberry Place	10	8	2	8	4,000	32,000	28,000	6,322	53,648	\$17,881.60	47,326	\$11,559.60	75,326	\$49,881.60
G.1 - 6 Gooseberry Place	6	5	1	10	2,500	20,000	17,500	6,322	33,530	\$22,352.00	27,208	\$16,030.00	44,708	\$42,352.00
Subtotal	26	20	6	28	10,000	80,000	70,000	18,966	134,120	\$62,585.60	115,154	\$43,619.60	185,154	\$142,585.60
PARCEL 68-341 (THIS SHOULD BE 68-893) (RGPDLLC Lot # 7)	# Units	# Units	# Units	# Bedrooms										
I.7 - 1 Gooseberry Place	4	3	1	3	1,500	12,000	10,500	6,322	20,118	\$6,705.60	13,796	\$383.60	24,296	\$18,705.60
H.2 - 2 Gooseberry Place	10	8	2	8	4,000	32,000	28,000	6,322	53,648	\$17,881.60	47,326	\$11,559.60	75,326	\$49,881.60
B.1 - 3 and 5 Gooseberry Place	12	8	4	11	4,000	32,000	28,000	6,322	53,648	\$24,587.20	47,326	\$18,265.20	75,326	\$56,587.20
I.6 - 4 Gooseberry Place	4	3	1	3	1,500	12,000	10,500	6,322	20,118	\$6,705.60	13,796	\$383.60	24,296	\$18,705.60
Subtotal	30	22	8	25	11,000	88,000	77,000	25,288	147,532	\$55,880.00	122,244	\$30,592.00	199,244	\$143,880.00
PARCEL 68-340 (RGPDLLC Lot # 8)	# Units	# Units	# Units	# Bedrooms										
B.3 - 3 Violet Place	12	9	3	14	4,500	36,000	31,500	6,322	60,354	\$31,292.80	54,032	\$24,970.80	85,532	\$67,292.80
K - 2 Violet Place	5	3	2	7	1,500	12,000	10,500	6,322	20,118	\$15,646.40	13,796	\$9,324.40	24,296	\$27,646.40
J.2 - 1 Violet Place	4	3	1	5	1,500	12,000	10,500	6,322	20,118	\$11,176.00	13,796	\$4,854.00	24,296	\$23,176.00
H.5 - 4 Violet Place	10	8	2	9	4,000	32,000	28,000	6,322	53,648	\$20,116.80	47,326	\$13,794.80	75,326	\$52,116.80
Subtotal	31	23	8	35	11,500	92,000	80,500	25,288	154,238	\$78,232.00	128,950	\$52,944.00	209,450	\$170,232.00
PARCEL 68-335 (RGPDLLC Lot # 1)	# Units	# Units	# Units	# Bedrooms										
F.1 - 2 Wildflower Drive	8	6	2	9	3,000	24,000	21,000	6,322	40,236	\$20,116.80	33,914	\$13,794.80	54,914	\$44,116.80
I.4 - 3 Pimpernel Place	4	3	1	3	1,500	12,000	10,500	6,322	20,118	\$6,705.60	13,796	\$383.60	24,296	\$18,705.60
D.1 - 1 Pimperne Place	8	6	2	6	3,000	24,000	21,000	6,322	40,236	\$13,411.20	33,914	\$7,089.20	54,914	\$37,411.20
J.1 - 2 Pimpernel Place	4	2	2	4	1,000	8,000	7,000	6,322	13,412	\$8,940.80	7,090	\$2,618.80	14,090	\$16,940.80
Subtotal	24	17	7	22	8,500	68,000	59,500	25,288	114,002	\$49,174.40	88,714	\$23,886.40	148,214	\$117,174.40
PARCEL 68-338 (Part) (RGPDLLC Lot # 4) (Portion of)	# Units	# Units	# Units	# Bedrooms										
D.2 - 47 Beach Grass Road	8	6	2	6	3,000	24,000	21,000	6,322	40,236	\$13,411.20	33,914	\$7,089.20	54,914	\$37,411.20
F - 49 Beach Grass Road	8	6	2	9	3,000	24,000	21,000	6,322	40,236	\$20,116.80	33,914	\$13,794.80	54,914	\$44,116.80
Subtotal	16	12	4	15	6,000	48,000	42,000	12,644	80,472	\$33,528.00	67,828	\$20,884.00	109,828	\$81,528.00
Cumulative Subtotal (Future Phases)	127	94	33	125	47,000	376,000	329,000	107,474	630,364	\$279,400.00	522,890	\$171,926.00	851,890	\$655,400.00

SEWER CAPACITY FEES
Difference (Actual vs 'Prospective'):
Less **\$458,438.00**

ALL FEES TOTAL
Difference (Actual vs 'Prospective'):
Less **\$196,490.00**



Agenda Item Summary

Agenda Item #	IX. 2.
Date	12/2/20

*Items updated since the 11/18/20
Summary are highlighted.*

Staff

David C. Gray Sr. – Director, Sewer Department

Lora Kebbati – Office Manager, Sewer Department

Subject

Request for Sewer Connection Fee Reduction for 16 Field Avenue to Rate Effective Prior to Sewer Regulations/Fee Amendments as of June 1, 2020

Executive Summary

Blackwell & Associates, Inc. is requesting on behalf of its client Carol Pillion, owner of 16 Field Avenue, an exception to the new Sewer Regulations, adopted by the Select Board acting as the Board of Sewer Commissioners, effective 06/01/20. Ms. Pillion had contacted our office in early February 2020 and obtained application materials with rates from the regulations effective at that time, and the matter of the new regulations being under current review and subject to change was discussed at that time. Shortly thereafter, in mid-February, Ms. Pillion engaged Blackwell & Associates as engineer/agent. On 06/16/20 Blackwell had contacted our office about several other applications they were processing, and the newly effective regulations and fees, and how they would apply to those and all subsequent permit applications was discussed. Two months later (six months after the owner's initial inquiry) Blackwell & Associates contacted our office on 08/04/20 to advise that Ms. Pillion's sewer application was almost ready for submission and asking us to confirm that the old rates would apply to her application. Blackwell was advised that the Application Fee Schedule under the new regulations, as previously reiterated, were in effect and would be assessed. Blackwell & Associates believes Ms. Pillion should pay a \$500 fee based on the sewer in her area being available within less than five years, as stated in the previous regulations (properties in areas where sewer was available for longer than five years paid a \$2,000 permit fit under the old regulations). Under the new regulations, however, the 'less-than-five-year' proviso does not exist; a fixed \$4,000 permit application fee was set for all residential permits.

Staff Recommendation

We are recommending that the exception not be granted.

As to the timing related to COVID-19: The dates outlined in Blackwell & Associates' letter to Erika Mooney on September 9th concur with ours. Based on this timeline, there were cumulatively eight weeks total (four weeks before our office closure in March, and four weeks after we reopened in May) during which time Ms. Pillion's application could have been submitted by Blackwell & Associates prior to the regulation change. Within days of the start of the office closure, a drop box was installed outside our administrative office, and I sent memos to all engineers, agents and installers advising them of my daily presence in the office during the closure. Upon reopening on May 4th, our admin office was fully staffed and available during our normal hours of 7 AM – 4 PM Mon-Fri. In short, Ms. Pillion's application not



being submitted to us during the eight weeks surrounding the COVID-19 closure (or at any time since her first inquiry in early February) was not due to any inability of our office to receive it. Had it been submitted, the old rates under the previous regs would have in fact applied.

Precedence: Our department receives dozens of inquiries on permitting each month, and any owner or agent making inquiry on any date prior to June 1st could request this same exception. Besides Ms. Pillion's inquiry, we have identified approximately 32^(C) others within the same timeframe (owners who inquired before the New Regulations went into effect but submitted or notified us of their intent to submit their applications after 06/01/20). Of that number 13^(A) applicants have paid the new fees, and the applicants of an additional 19^(B) incoming submissions have also been advised that payment of the new fees will be required.

*As of our November 2020 permit database close-out, the current figures are:

(A) <u>Permits Issued</u> – Applicants have paid the new \$4000 Fee:	23
(B) <u>Applications Impending</u> – Forthcoming permits that will pay the new \$4000 fee:	17
(C) <u>Total Permits & Applications Provided Old Fees in the Target Inquiry Period:</u>	40

Background/Discussion

See attached

Impact: Environmental ☐ Fiscal ☒ Community ☐ Other ☒

Through an exception, the fees would essentially revert to the rate structure of the previous (old) regulations. If granted, the exception would entitle the owners of the 13 23 previously issued permits to partial refunds in application fees, a total in excess of \$25,000^{*(D)}. The 19 17 impending permit applications, once submitted, would also have lower fees assessed (an additional \$38,000^{*(E)} the Town would not collect in sewer permit fees).

Refunds on the differential of the SCF (New Regs) and the SPF (Old Regs) could run into the tens of thousands.

If refunds are granted to applicants meeting the same criteria as Ms. Pillion, a time period (set start /end dates for those meeting the criteria for an exception) would need to be established by the Select Board. As previously noted, any person who requested permitting materials prior to June 1st could make a request for a partial refund. The unknown quantity of requests, coupled with an undefined timeframe, make it impossible to fully assess the financial implications at this time, but they would be significant.

As of our November 2020 permit database close-out, the current figures are:

(D) Issued Permits: 23 x \$4000 = \$92,000 – \$2000 refund each = \$46,000 in total refunds
(E) Impending Applications: 17 x \$4000 = \$68,000 – 50% less charged per application = \$34,000 total in uncollected revenue

*These amounts will be higher if the 'less-than-five-year' fee of \$500 (for non-Town/private installed sewer) applies to any permit.

Board/Commission Recommendation

n/a



Public Outreach

Posted legal notices for public hearings on revisions to the new Sewer Regulations

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

Chapter 336, Sewer Regulations (adopted 05/20/20, effective 06/01/20)

Attachments

Email correspondence:

- Nantucket Sewer Dept – Carol Pillion
- Nantucket Sewer Dept – Blackwell & Associates
- Nantucket Sewer Dept – Town Administration



Christine Herrmann

From: Christine Herrmann
Sent: Wednesday, February 05, 2020 2:26 PM
To: Carol Pillion
Cc: Lora Kebbat
Subject: RE: 16 Field Avenue
Attachments: SEWER PERMIT PACKET (ver 020320).pdf

Hi Carol,

So sorry to take so long to chime in! I've attached our "sewer permit packet" to this email, which includes all of the information and supporting documents needed to apply for a sewer permit.

We're currently working on updating it to be more "user-friendly", so if you have any questions as you prepare, feel free to reach out at any time. The first step is getting a sewer connection plan made with the help of an engineer, then getting an approved sewer installer lined up (most recently updated list included in the packet) – then the last step is to officially apply for your sewer permit and then it's off to the races!

I do, however, want to confirm the correct time frame for you to submit your permit application, so I'm checking in with the Health Department to confirm whether your property falls within the 6 month or the two year category – I will confirm the moment I hear back.

In the interim, I wanted to make sure that you have all that you need to start getting ready to apply – just let me know if you need anything else, or if you have any questions about the process, I'd be glad to help.

Kind regards,
Christine

Christine M. Herrmann
Administrative Assistant
Town of Nantucket Sewer Department
81 South Shore Road
Nantucket, MA 02554
508-228-7200 x7801
cherrmann@nantucket-ma.gov

David Gray

From: Christine Herrmann
Sent: Wednesday, February 05, 2020 2:30 PM
To: David Gray
Subject: 16 Field Ave - Sewer Timing

Hi David,

Carol Pillion has been in touch and is looking to get everything ready to apply for a permit out of concern for being compliant with the BOH and for any fee price increases.

That being said, the Health Dept. informed me that Field & Folger are not within a watershed area. Could that be right? Would that affect the timeframe window that abutters have to apply and connect?

Please advise how I should follow up with Carol, if needed.

Thanks,
Christine

Christine M. Herrmann
Administrative Assistant
Town of Nantucket Sewer Department
81 South Shore Road
Nantucket, MA 02554
508-228-7200 x7801
cherrmann@nantucket-ma.gov

Miacomet Golf Course reopens

Governor allows
tee-times, but
clubhouse, bar,
restaurant closed

By Dean Geddes
dgeddes@inkym.com

Miacomet Golf Course re-opened to the public Saturday after being closed for nearly two months, in one of the first signs of easing coronavirus regulations across the state. Governor Charlie Baker announced last Thursday that courses across the state could reopen for business.

But the opening came with a series of strict guidelines imposed by the state, including the continued closure of other course facilities including the clubhouse, pro shop restaurant and bar.

Golf carts are not permitted except for players with written documentation of an injury or disability, tee-times must be a minimum of 15 minutes apart, all golfers must maintain a distance of at least six feet apart and golf staff must wear face coverings while on the property.

“People are keeping their distance. I’m looking over at the 12th tee and I see someone teeing a ball up and the closest person to him is maybe 12 or 15 feet away,” said Al Costa, president of Nantucket Golf Management, which runs Miacomet and the Old Sconset golf course for the Nantucket Islands Land Bank, which owns the properties.

“Watching the guys on the second green, they are all at least six feet apart. I think everyone is being as cautious as they can be.”

Over the weekend, numbers were lower than usual, Costa said, although some of that can be attributed to the poor weather.

There were 32 tee-times at Miacomet Saturday, 46 Sunday and roughly 60 Monday.



Photo by Nicole Harnishfeger

Starter Ben Lombardi sets up the pull carts ahead of the reopening of Miacomet Golf Course Saturday at noon. Thirty-two tee-times were scheduled Saturday and 46 Sunday.

They were evenly split between members and non-members, Costa said.

The same weekend last year, there were 124 tee-times Saturday, 130 Sunday, and 110 Monday.

Despite the lower numbers, the biggest complaint so far, Costa said, is that there aren’t enough tee-times, especially during peak hours. Miacomet used to book tee-times nine minutes apart and could get roughly seven groups off per hour. Now to conform to the new guidelines, it is booking tee-times 18 minutes apart, getting about three groups off per hour.

Old Sconset, Nantucket’s only other public golf course, is slated to open on schedule this Memorial Day Weekend, Costa said. But it could look a lot different if the same social-distancing guidelines are in place. Old Sconset was known for its relaxed atmosphere and lack of tee-times. Players could drive up to the course with no reservations and expect to tee off in a matter of minutes.

“The last thing I want to do is get into tee-times at Scon-

set. It’s one of the last places you can pick up and go play when you want,” Costa said. “Sometimes we split people up on different holes to keep it moving. But with these new guidelines I’m not sure how that’s going to work.”

Costa is waiting to see what guidelines will be in place at the time Old Sconset opens before committing to a tee-time system.

The closure at Miacomet came at a difficult time, just weeks after the opening of its new multi-million-dollar clubhouse and restaurant that was expected to not only serve meals to golfers daily, but host private functions throughout the summer.

Land Bank chairman Neil Paterson said that he is fully in favor of Miacomet opening with proper social-distancing.

“These are incredible circumstances and having just invested millions of dollars in a new clubhouse, I don’t think we have much choice to help them in whatever way we can,” Paterson said.

The Land Bank hasn’t met as a board since the beginning of March, but Paterson

said “the time is coming rapidly” when they will have to meet in some fashion to discuss Miacomet as well as other issues. He is also hoping Miacomet will be able to open the restaurant at some point this season.

“However we can legally and safely do it,” he said. “We have a pretty extensive outdoor seating area that we can take advantage of and we are already talking about paper menus and things like that.”

All options are on the table, Paterson said, in terms of making up for lost revenue from the golf course, although he doesn’t see any scenario in which the golf course would close.

“I just think we have to work out how the rest of the summer and guidelines turn out. The lucky thing is we get the majority of our revenue from the rounds of golf. And people can still play golf,” he said.

“We’re hoping that revenue will help keep us treading water until this improves, because it will improve.”

Doc: “The good, the bad, the crazy” of hallucinogens

(Continued from page 1B)

“What we tried to do in this movie is just let people share what really happened to them and what they think,” said Cary, who has written for and produced successful and iconic television shows like “Late Night with David Letterman,” “The Simpsons” and “Parks and Recreation.”

“I’m not saying it’s good or bad or you should do it, it’s not for everyone. But this diversity of stories is really painting a picture of what can happen, some good, some bad and some crazy.”

Cary said he has used psychedelic drugs, but he wasn’t ready to share his experiences just yet.

“I will say there are some Nantucket stories, but I will save those for another day, once my kids are out of col-



“Have a Good Trip”

lege,” he said. “I’m walking a careful line with this stuff, because I think (psychedelic) drugs are very powerful and something to take very seriously. Really, I think the point of the movie is a) to entertain, and b) to have a rational discussion about what these are.”

Besides the funny stories and reenactments, the movie also delves into the therapeutic side of hallucinogens. Dr. Charles Grob, a professor of psychiatry and biobehavioral sciences and pediatrics and director of the Division of Child and Adolescent Psychiatry at Harbor-UCLA Medical Center, speaks about the possible benefits of psychedelics in dealing with mental-health issues.

“What was fun about making this movie was reading the research and all these different studies that have been done in mental health, in treating addiction, and seeing really positive results in places you would never expect, veterans with PTSD, old people who are facing end-of-life anxiety,” Cary said.

The idea for the movie took root a decade ago, at the Nan-

tucket Film Festival’s Late Night Storytelling event. The theme that year was life-changing events. First, Stiller took the stage and told the story of his first and only LSD trip, the one with the terrifying parade floats.

Then Fisher Stevens got on stage and also told a story about taking a psychedelic trip. It was pure coincidence that they both chose to talk about their psychedelic experiences, but the stories captivated the audience at the Sconset Casino, and got Cary thinking.

“I just threw it out to those guys (Stiller and Stevens). I thought we should just get a whole bunch of people to share their psychedelic stories,” Cary said. “It’s like this weird area of storytelling that

DOC, PAGE 4B

NOTICE OF PUBLIC HEARING

In accordance with MGL Chapter 131, Section 40, and pursuant to Regulation 310CMR10:05, et seq., and with Nantucket By-Law Chapter 136, Section 3D, the Nantucket Conservation Commission will hold a public hearing on Thursday, May 28th, 2020 at 5:00 PM to consider a Notice of Intent filed by On the Pond, LLC to construct a single family dwelling with associated appurtenances within the buffer zone to a resource area at 96 Miacomet Avenue. Assessors Map: 81 Parcel: 5.1 The meeting will be held via remote participation via Zoom and YouTube pursuant to Governor Baker’s March 12, 2020 Order regarding the Open Meeting Law. Information on viewing the meeting can be found at <https://www.nantucket-ma.gov/138/Boards-Commissions-Committees>.
E03 NANTUCKET CONSERVATION COMMISSION

NOTICE OF PUBLIC HEARING

Please be advised that pursuant to Chapter 396 of the Acts of 2008 (Nantucket Sewer Act), Section 9, the Select Board/Board of Sewer Commissioners will hold a public hearing on Wednesday, May 20, 2020 at 5:00 PM to consider revisions to Chapter 336, Sewer Regulations (formerly Chapter 200). The hearing will be held via Zoom and YouTube Pursuant to Governor Baker’s March 12, 2020 Order Regarding Open Meeting Law. Information on viewing the meeting can be found at <https://www.nantucket-ma.gov/138/Boards-Commissions-Committees>. For further information, please email TownManager@nantucket-ma.gov.

SELECT BOARD/BOARD OF SEWER COMMISSIONERS
D14 **RUN DATES: 04/30, 05/07 & 05/14/20**

NOTICE OF COMMITTEE OPENINGS

The Select Board is accepting applications for annual committee appointments. Information on the list of available seats, term lengths and public hearing dates can be found at <https://www.nantucket-ma.gov/DocumentCenter/View/24245/Current-Committee-Openings>. Interested individuals may obtain a “Committee Interest Form” on the Town of Nantucket’s website at <http://www.nantucket-ma.gov/138/Boards-Commissions>. Information on the responsibilities of the various committees may be obtained from the Town’s website.

D15

COMMONWEALTH OF MASSACHUSETTS

The Trial Court
Probate and Family Court
19 Broad St., Nantucket, MA 02554, 508.228.2669.
Nantucket Division Docket No. NA20P0010EA

In the Estate of JOHN B. BARTLETT
Date of Death July 17, 2019

INFORMAL PROBATE PUBLICATION NOTICE

To all persons interested in the above captioned estate, by Petition of Petitioner, Robert S. Price of Philadelphia, PA. Robert S. Price of Philadelphia, PA has been informally appointed as the Personal Representative of the estate to serve without surety on the bond. The estate is being administered under informal procedure by the Personal Representative under the Massachusetts Uniform Probate Code without supervision by the Court. Inventory and accounts are not required to be filed with the Court, but interested parties are entitled to notice regarding the administration from the Personal Representative and can petition the Court in any matter relating to the estate, including distribution of assets and expenses of administration. Interested parties are entitled to petition the Court to institute formal proceedings and to obtain orders terminating or restricting the powers of Personal Representatives appointed under informal procedure. A copy of the Petition and Will, if any, can be obtained from the Petitioner. Maurice D. Lee, III, Atty., Saul Ewing Amstein & Lehr LLP, 1500 Market St., 38th Fl. West, Phila., PA 19102.

Susan D. Beamish
E02 Register of Probate Court



Your guide to the Perfect Nantucket Wedding

anantucketwedding.com

ACCOMMODATIONS

THE BEACHSIDE AT NANTUCKET

Centrally located in Brant Point.
91 guest rooms / Meeting Room.
800-322-4433
www.thebeachside.com

HAIR DRESSERS/SALONS

R.J. MILLER SALON

Make your dreams come true! Hair, nails, Make-up and Spa Services for the entire bridal party. 508-228-3446

TRANSPORTATION

NANTUCKET WINDMILL AUTO RENTAL

Wedding rates. New cars, vans, 4x4s (open or enclosed). At the airport or we'll meet you at the boat.
508.228.1227 • 800.228.1227
www.nantucketautorental.com



To advertise in the Perfect Nantucket Wedding Guide call **508-228-3803**

Looking: Publicity stunt goes wrong in 1995

(Continued from page 1B)

land, because they were waiting for them. He wrote that the plane in front of him was shot down with all the paratroopers on board. His plane was hit just as he was jumping and he looked back to see it afire. His parachute was full of holes, but he escaped injury. He is still in Germany.

1970-50 Years Ago

Selectmen have received official notice that Governor

Francis W. Sargent signed the bill authorizing the town to extend the historic district to encompass the entire island. The town will have to accept or reject the act at a regular Town Meeting.

Editorial – Voters of Nantucket will have a rare opportunity to bring about the adoption of a legal protection for our island against erection of non-traditional buildings. This was brought about by the concern that there is no

building code on the island and all types of indiscriminate construction is possible, even to high-rise apartment buildings.

1995-25 Years Ago

A Main Street publicity stunt designed to drum up business for a local theater group turned tragic Saturday, when an actor participating in a mock sword fight was accidentally stabbed in the face, after his dueling partner slipped on a cobblestone and

plunged his fencing sword into the victim's nostril and into his head.

About one year after being approved by the Conservation Commission, a system of underground pipes and pumps designed to preserve island beaches is showing some initial success. Last June, the Sconset Beach Preservation Fund installed a dewatering system designed to remove water from the sand and release it into the ocean.



NOTICE OF PUBLIC HEARING

Please be advised that pursuant to Chapter 396 of the Acts of 2008 (Nantucket Sewer Act), Section 9, the Select Board/Board of Sewer Commissioners held a public hearing on Wednesday, May 20, 2020 at 6:00 PM and voted to adopt revisions to Chapter 336, Sewer Regulations (formerly Chapter 200), effective June 1, 2020. Please go to <https://nantucket-ma.gov/1516/Sewer-Department> to view the revised Sewer Regulations.

SELECT BOARD/BOARD OF SEWER COMMISSIONERS
E10

RUN DATES: 05/28 + 06/04/20

Fish: Striped bass finding way into our waters

(Continued from page 7B)

eels into bait balls and we are seeing bass rolling on the surface after the bait. We are also seeing gulls crashing onto the bait in a full on feeding frenzy. There is a new level of respect that you have for a gull that attacks bait vs. just sitting at the dump.

There are so many fish and they are so visible that you expect them to be easy to catch. In fact, they are so keyed in on the bait that you have to match it almost perfectly. Once you get it dialed in, you should be rewarded.

I don't remember seeing this before in our harbor. You'll see bass act like this with big schools of squid or herring, but we generally don't have the amount of bait that creates boiling water. I had a client ask me about sand eels this week, and ad-

mittedly I know very little about them. The little research I did, found that they spawn in December and February and their eggs live in sand until February or March when they hatch. Perhaps such a mild winter set us up with a crazy amount of bait?

I wrote earlier about my inner child coming out when I fish and it's true. Especially when I spend time on the boat with friends or family and you can just let loose. This week, I had to the opportunity to bring two of my kids and two of their friends onto my boat for a few hours.

Each of the kids caught their first fish of the season and one child caught her first fish ever. Great work, Theron. There is nothing like experiencing such an amazing event through the eyes of a child.

Last week I wrote the bluefish had showed up. We

had a good two- to three-day push and then the reports have been sporadic at best. If they were here in any numbers, we would certainly see them. On the other hand, we have a lot of black sea bass in our waters and in general they are very big fish.

Our sea bass season is open. You are allowed to keep five fish and they need to be at least 15 inches long. As always, just keep what you are going to eat. These fish have been really active though and very fun.

I went into great depth about the frenzies in the harbor, but that is mostly accessed from the boat. There are some anglers who have experienced these fish from Brant Point and in the inner harbor. Generally, though, fishing from the beach has been very good as well. We have seen good numbers of

fish stretched from Monomoy to Polpis.

Target these fish with a soft bait or top-water plug. They are especially active in the evening. Speaking of the evening, the north shore has started to produce. This is a much better low-light fishery as the bass are actively hunting in the troughs.

Perhaps my favorite part about the last week was seeing so many people on the water. I often go to the south shore at night and you'll see a dozen other fishermen. It is so great to see so many people enjoy this amazing pastime. The passion for it has seemed to explode and we can only hope it continues as it is the best distraction that I can think of. Go enjoy our favorite time of year and wet a line.

Cam Gammill is co-owner of Bill Fisher Tackle.

su do ku answers									
9	8	5	3	4	2	7	1	6	
6	2	4	9	7	1	8	3	5	
7	1	3	8	6	5	9	4	2	
3	4	8	7	2	9	6	5	1	
1	9	7	4	5	6	2	8	3	
2	5	6	1	3	8	4	7	9	
8	7	1	6	9	3	5	2	4	
4	6	2	5	1	7	3	9	8	
5	3	9	2	8	4	1	6	7	

Business Directory

Contact Bianca Brown for all your Business Directory advertising needs at 508-228-0001 x10 or bbrown@inkym.com

BUILDING / CARPENTRY

WILSON COMPANY
BUILDING CONTRACTORS, INC.

Quality Workmanship
at Reasonable Prices

GENERAL CONTRACTING
NEW DWELLINGS • ADDITIONS
MILLWORK • KITCHENS • RENOVATIONS
HISTORIC RESTORATIONS
CABINET WORK • CARETAKING • BOBCAT
& DUMP TRUCK SERVICE

Phone/Fax 508.228.2040
Cell 508.325.2025
PO Box 2615, Nantucket, MA 02584
office@wilsoncompanybuilding.com
www.wilsoncompanybuilding.com

Licensed & Insured
MA Lic. 046246 • MA Reg. 103449
Locally owned & operated since 1985

ELECTRICAL

McAuley Electric

Tel/Fax: 508-228-9512
Cell: 508-221-0060
Daniel Holdgate
Owner
Licensed Master Electrician
Kristen M. Holdgate
Owner
mcauleyelectric02554@gmail.com
Lic. # 20304A

Ryder Electric, Inc.

Est. 1961
Licensed Electricians

• Commercial & Residential
• New Construction & Renovations
• Service Calls
• Lighting Control:
Lutron HomeWorks & Radio RA2
• Lutron Automated Shades
• Generator Sales, Installation & Service

(authorized **KOHLER** dealer)

12 Mary Ann Drive
Phone: (508) 228-1496
office@ryderelectric.us

BUILDING CONTRACTORS, INC.

Quality Workmanship at Reasonable Prices

GENERAL CONTRACTING • NEW DWELLINGS • ADDITIONS
MILLWORK • KITCHENS • RENOVATIONS • HISTORIC RESTORATIONS
CABINET WORK • CARETAKING • BOBCAT & DUMP TRUCK SERVICE

Phone/Fax 508.228.2040 • Cell 508.325.2025
PO Box 2615, Nantucket, MA 02584
office@wilsoncompanybuilding.com • www.wilsoncompanybuilding.com

Licensed & Insured - MA Lic. 046246 • MA Reg. 103449
Locally owned & operated since 1985

ELECTRICAL

KEVIN M. GOULD
ELECTRICAL CONTRACTOR
Residential/Commercial
228-5766 lic. #35844E
Lic. & Insured

atlantic LANDSCAPING, INC.
LANDSCAPE MAINTENANCE & CONSTRUCTION
508-325-6777
Lawn & Garden Maintenance,
Irrigation Installation & Maintenance,
Walls, Patios, Brickwork,
Driveway Aprons,
Garden Design & Installation,
Bobcat Services
NEW 100% Organic Lawn,
Garden, Tree Care Program

BLUE CLAW ASSOCIATES INC.

ECO-FRIENDLY,
LANDSCAPE MAINTENANCE

Let's Protect Nantucket Together!

MOWING • FIREPLACES
PATIOS • FIRE PITS
SWIMMING POOLS • OUTDOOR KITCHENS
COMPLETE LANDSCAPE CONSTRUCTION
& STONE MASONRY

blueclawassociates.com
508-271-7750

atlantic LANDSCAPING, INC.
LANDSCAPE MAINTENANCE & CONSTRUCTION
508-325-6777
Lawn & Garden Maintenance,
Irrigation Installation & Maintenance,
Walls, Patios, Brickwork,
Driveway Aprons,
Garden Design & Installation,
Bobcat Services
NEW 100% Organic Lawn,
Garden, Tree Care Program

RYAN CONWAY LANDSCAPING INC.

Installation & Maintenance,
Lawns & Perennials, Gardens,
Spring/Fall Clean-ups,
Privet Hedge Trimming,
Patios, Driveway Aprons &
other Hardscaping Services,
Brush Cutting &
Skid Steer Excavation

21 Ticcoma Way
(508) 241-5051
ryanconwaylandscaping@yahoo.com
landscapingnantucketma.com

RYAN CONWAY LANDSCAPING INC.

Installation & Maintenance,
Lawns & Perennials, Gardens,
Spring/Fall Clean-ups,
Privet Hedge Trimming,
Patios, Driveway Aprons &
other Hardscaping Services,
Brush Cutting &
Skid Steer Excavation

21 Ticcoma Way
(508) 241-5051
ryanconwaylandscaping@yahoo.com
landscapingnantucketma.com

LANDSCAPING

Dave Ryan Landscaping Nantucket

Design Installation & Maintenance
Lawns & Perennial Gardens
Irrigation Systems & Hydroseeding
Walls, Walkways & Patios
Bobcat, Backhoe, & Brushcutting Services
P.O. Box 302, Nantucket, MA 02554
508-228-8755
DaveRyanLandscapingNantucket.com

LANDSCAPING

Dave Ryan Landscaping Nantucket

Design Installation & Maintenance
Lawns & Perennial Gardens
Irrigation Systems & Hydroseeding
Walls, Walkways & Patios
Bobcat, Backhoe, & Brushcutting Services
P.O. Box 302, Nantucket, MA 02554
508-228-8755
DaveRyanLandscapingNantucket.com

LANDSCAPING

Just Plain Mowin'

Reliable, Efficient
Lawn Mowing
Service

508 **228-7751**

Full Service
Landscaping
Company

Free Estimates

MISCELLANEOUS

SUN ISLAND DELIVERY

ON & OFF ISLAND
FREIGHT SERVICE

LOCAL &
LONG-DISTANCE
MOVING
PACKING SUPPLIES

RESIDENTIAL & COMMERCIAL
SELF STORAGE
1-800-622-1300
Sun Island Rd.
Nantucket, Ma.
508-228-3950
Route 132
Hyannis, Ma.
508-962-2721

MOSQUITO SPRAYING

Natural Mosquito and Tick Treatments

Call 508-228-2338

Christine Herrmann

From: Chris Ray <chrisr@blackwellsurvey.com>
Sent: Tuesday, August 04, 2020 10:37 AM
To: Christine Herrmann
Cc: David Gray; Lora Kebbati
Subject: Sewer AB and Fee Question

Hello,

We are working on a FM connection plan for #16 Field Ave (Map: 80, Parcel: 155). I have the design plan from Bracken for the FM extension. Is there an As-Built for this extension on file?

Also the client was inquiring about the connection fee. She was under the impression it would be \$500 as it is a new sewer line installed (w/ in 2 years). With the new regulations taking effect on 06/01/20 I know that is causing some confusion and changing fees which the clients were unaware and causes issues. Please inform me how this one will be processed. Thank you.

Chris

[Christopher Ray](#)

Blackwell & Associates, Inc.
20 Teasdale Circle
Nantucket, MA 02554
508-228-9026 ext. 15
chrisr@blackwellsurvey.com

This email was scanned by Bitdefender

Lora Kebbati

From: Lora Kebbati
Sent: Thursday, August 06, 2020 6:52 PM
To: Chris Ray
Cc: David Gray (dgray@nantucket-ma.gov)
Subject: FW: Sewer AB and Fee Question

Hello, Chris:

David forwarded me the email below with the idea I would include his verbiage with the PRR you submitted, which I had already handled separately. I hope you received that as-built okay.

With regard to the question on fees: As David states below, the 'Less-Than-Five/Greater-Than-Five'-year proviso was not included in the new regulations. Applications submitted any time after 06/01/20 are therefore subject to the fee schedule contained in the new regs. In the case of the property in question, this means a \$4,000 application fee and the assessment of the SCF.

For this property owner, and any patron who inquired and received permitting packets before June 1st, this boils down to timing. This owner first reached out to us on February 4th to proactively get things moving out of concern for BOH compliance and potential future fee increases. It's unfortunate she was not able to submit her application in the four month period prior to the new regs going into effect. Please know I speak for David and Christine as well as myself when I state that sincerely.

Your comment about the old fees/new fees, SPF/SCF, and the effective date of the new regulations causing potential confusion is one we certainly heed, as it has always been our goal to achieve the exact opposite for our patrons in the permitting process. To that point, it is my understanding that avoidance of confusion served as the impetus behind setting a fixed, unvaried fee for all 'New/Residential' permit applications in the new regulations.

Please let us know, Chris, if Carol would like us to reach out to her directly on any of the above. Thank you for continuing to work with our department and to always provide useful and honest feedback.

Lora

From: David Gray
Sent: Thursday, August 06, 2020 2:04 PM
To: Lora Kebbati <lkebbati@nantucket-ma.gov>
Subject: RE: Sewer AB and Fee Question

Didn't he put in a PRR for this???

Chris, I think Lora was doing a PRR on this as well? The new regulations effective June 01, 2020 No longer have a provision for a discounted fee for sewer permit fees and the new Sewer Capacity Fee is also now in effect. The current permit fee is \$4,000.00 and the SCF is different per property.

David C Gray Sr.
Sewer Director
Nantucket Sewer Department
81 S.Shore Rd
Nantucket, MA 02554
Telephone 508.228-7200 EXT 7801
Cell 401-413-8370

Lora Kebbati

From: Lora Kebbati
Sent: Saturday, August 22, 2020 12:19 PM
To: Chris Ray
Cc: David Gray; carol.pillion@gmail.com
Subject: Re: Sewer AB and Fee Question

Many thanks, Chris, for your patience in my getting back to you. I realize in hindsight I should have noted in my August 7th email that the Sewer Department has no ability to reduce or waive any fees; the time spent in our responding was not due to David deliberating on a decision but rather reviewing all the information related to your original request, including the new regulations and the associated documentation leading up to their adoption by the Select Board. My apologies for that omission.

As you can imagine, our office receives a great many sewer connection inquiries and requests for permitting materials. We do not track down each inquiry after the fact; rather, we provide current information at the time of request and stand ready to assist with next steps when the patron submits their application. Over a year ago, as the proposed new sewer regulations went through various stages of review and editing, our department began advising parties making inquiry on sewer permitting that the new regs were under review and subject to change. In addition to the legal notices the Town began running in November 2019 for the public hearing to consider the new fees and rate structure, the Inquirer and Mirror made several editorial mentions on this, dating back to October. Legal notices also ran in April and May of this year for the 5/20/20 public hearing to "...consider revisions to Chapter 336 (formerly Chapter 200)," with additional notices running in late May and early June announcing the adoption of the new regulations at the May 20th SB meeting.

At the beginning of February Carol had reached out to us, motivated in her inquiry about connecting to sewer both for compliance and for avoiding any potential change in regulations. Her application not being submitted to us in the six weeks prior to our office closure, or after we reopened, in the four weeks leading up to the new regs going into effect can only be attributed to the vagaries of timing. As fees are assessed at the time of application, the permit fee for this application under the new regulations is \$4,000.

Appeals regarding sewer fees may be made to the Select Board acting as the Board of Sewer Commissioners. Erika Mooney in Town Administration is the point person for that process. She can be contacted via email at emooney@nantucket-ma.gov.

Thank you again, Chris.
Lora

Sent from my work iPad

On Aug 21, 2020, at 3:18 PM, Chris Ray <chrissr@blackwellsurvey.com> wrote:

David and Lora,
Our client is very anxious for the answer to this request. I thought I would have had an answer back around August 7th when you were going to meet and discuss this. Please provide an update so we can inform our client. Thank you.

Chris

Christopher Ray

Blackwell & Associates, Inc.
20 Teasdale Circle
Nantucket, MA 02554
508-228-9026 ext. 15
chrisr@blackwellsurvey.com

From: Chris Ray
Sent: Monday, August 17, 2020 3:27 PM
To: Lora Kebbati
Cc: David Gray; carol.pillion@gmail.com
Subject: RE: Sewer AB and Fee Question

David and Lora,
Was following up on the sewer application fee question we had posed. The owner is getting closer to being ready to make her application submission and we are trying to get everything in order. Please provide an update, Thank you.

Chris

Christopher Ray

Blackwell & Associates, Inc.
20 Teasdale Circle
Nantucket, MA 02554
508-228-9026 ext. 15
chrisr@blackwellsurvey.com

From: Chris Ray
Sent: Friday, August 07, 2020 1:31 PM
To: Lora Kebbati
Cc: David Gray; carol.pillion@gmail.com
Subject: RE: Sewer AB and Fee Question

Lora,
You are correct, we are only seeking relief from the sewer application fee, not the capacity fee.

Chris

Christopher Ray

Blackwell & Associates, Inc.
20 Teasdale Circle
Nantucket, MA 02554
508-228-9026 ext. 15
chrisr@blackwellsurvey.com

From: Lora Kebbati [mailto:lkebbati@nantucket-ma.gov]
Sent: Friday, August 07, 2020 1:18 PM
To: Chris Ray
Cc: David Gray; carol.pillion@gmail.com
Subject: RE: Sewer AB and Fee Question

Hi, Chris, and thanks for your email. I will be meeting with David shortly and appreciate your patience on a response. In the interim, I wanted to clarify, per below (ref: "capacity fee, understood"), that relief is being sought on only the application fee? Please advise.

Lora

From: Chris Ray <chrissr@blackwellsurvey.com>
Sent: Friday, August 07, 2020 8:53 AM
To: Lora Kebbati <lkebbati@nantucket-ma.gov>
Cc: David Gray <dgray@nantucket-ma.gov>; carol.pillion@gmail.com
Subject: RE: Sewer AB and Fee Question

Good morning Lora and David,

Thank you for your response. I did receive the As-Built plan.

In regards to the capacity fee, understood. As for the connection fee and timeframe. COVID shut down all surveying and engineering offices for at least two months starting in March. The new Sewer Regulations adopted 06-01-20 left the Shimmo + Plus area fees unchanged and extended the permitting timeline, due to the COVID shutdown. Carol is simply asking for the same consideration for her connection process and fees. It is simply a matter of fairness. If the Sewer Department is unable to provide an interpretation or relief from the new fee schedule, Carol will apply to the Board of Public Works for such relief. Please advise if you are able to reconsider your previous decision. Thank you.

Chris

Christopher Ray
Blackwell & Associates, Inc.
20 Teasdale Circle
Nantucket, MA 02554
508-228-9026 ext. 15
chrissr@blackwellsurvey.com

David Gray

From: David Gray
Sent: Friday, October 02, 2020 2:49 PM
To: Libby Gibson; Lora Kebbat
Subject: 16 Field Ave Sewer Permit inquiry from Jeff Blackwell
Attachments: GRID - Legal Notices (New Regs).pdf

Hi Libby, below and attached lays out the timeline and related information for #16 Field Ave. Lora has put together for me. This also lays out what other Financial impacts this could have.

Thanks its a lot but we wanted to be very detailed.

- 02/04/20 – Initial inquiry from owner.
Owner was proactive in wanting to apply due to tie-in deadline and impending regs change.
- 02/15/20 – Date owner obtained the services of Blackwell & Associates.
(This date is estimated; Jeff Blackwell states in his letter it was “mid-February.”)
- 03/16/20 – Start of Town offices closure per Governor’s Shelter-at-Home Order
- 05/04/20 – Town offices phased reopening. (Sewer Dept at full staff/regular hours of operation).
- 06/01/20 – New Sewer Regulations go into effect.
- 08/04/20 – Blackwell Associates informs sewer plan for #16 Field Ave is nearly complete;
Seeks clarity if lower application rate(s) will apply. We inform that new rates are applicable.

RE: Applicants who made inquiry and were given old rates (but officially applied after 06/01/20 and had to pay new rates): We receive dozens of inquiries about permitting, and around July 2019 we began advising each patron making inquiry that the new regs were in review and subject to change at any time. For the purposes of your request, I chose a research timeframe starting January 2020, around the time the owner of #16 Field Avenue first inquired.

We’ve issued 168 permits since our office reopened on 5/4/20. Of those, here are the numbers of the target permits:

NEW PERMITS AFFECTED BY REGs CHANGE	
Initial Inquiry Timeframe Jan-Jun 2020	
Description	# of Permits
Patrons making inquiry prior to 6/1/20 - Permitting packet w/old rates were provided to applicants at time of inquiry.* Subsequent permit applications were submitted after new Regs went into effect on 6/1/20. <u>New rates were assessed and were paid by the applicant.</u>	13
Patrons making inquiry prior to 6/1/20 - Permitting packet w/old rates were provided to applicants at time of inquiry.* <u>We expect these permits to be forthcoming. Applications will be subject to new rates in effect 6/1/20.</u>	19
Patron inquiries prior to 2020.*	+

* Applicant advised of impending Regs change at time of inquiry.

+ Too many to determine as received via phone, email, walk-in, etc.

NOTE: The cost of partial refunds for the 13 permits already issued is in excess of \$25,000 and the revenue we’d be unable to collect on the impending 19 permits is around \$30,000 – that’s permit fees only. If required to honor other fees from the old regs (specifically the old SPF) instead of continuing to collect the SCF in the new regs, we’re looking

at refunds and uncollected revenues in the tens of thousands. This figure would not include any additional patrons who could say they want to pay the old rates based on the old packet they received days, weeks or months ago.

Final note: As with the permits shown above, this owner's application process was a matter of timing. COVID-19 and the Shelter-at-Home Order were outside everyone's control. There were four weeks between the owner's hiring of Blackwell & Associates in February and our office closing on March 16th. There were also four weeks between our reopening on May 4th and June 1st when the new regs went into effect. The owner's application not being submitted to us during those cumulative eight weeks was outside the Town's control.

I've attached a grid showing the legal notices advertised by the Town leading up to and including the adoption of the new sewer regs. Let me know if you need anything further.

Lora

David C Gray Sr.

Director

Nantucket Sewer Department

81 S.Shore Rd

Nantucket, MA 02554

Telephone 508.228-7200 EXT 7801

Cell 401-413-8370

dgray@nantucket-ma.gov



This email was scanned by Bitdefender



**NANTUCKET DEPARTMENT OF
HEALTH & HUMAN SERVICES**
3 EAST CHESTNUT STREET
NANTUCKET, MASSACHUSETTS 02554
Telephone 508.228.7200
Tele fax 508.325.6117

MEMORANDUM

DATE: 12/1/2020

TO: Members of the Select Board

FROM: Roberto J. Santamaría, Director, Nantucket Health & Human Services Department

RE: Regulation 69

This memorandum is intended to provide background and reasoning behind the Board of Health Regulation 69 (voted in by SB/BOH on 5/7/2003). The information detailed below is for informational purposes only, in an attempt to assist the Select Board in its decision making.

The Town of Nantucket attempted to seek State Revolving Fund (SRF) subsidies to design and install a sewer system in various needs areas across the island. This, coupled with a continued effort to increase municipal water service, is expected to reduce the amount of nitrogen loading and other contaminants in the groundwater.

This regulation and a proposed water regulation were part of an effort to meet regulatory limits of nitrogen loading set forth by the state. Innovative/Alternative (I/A) septic systems are a proven technology that reduces the amount of nutrient pollution in septic system effluent. In theory, when used properly, an I/A system will remove a minimum of 50% of nitrogen in septic system effluent, but do not remove any other contaminant (ie. Phosphorous, surfactants) sewer systems remove 100% of all wastewater contaminants from a locale.

Regulation 69 “Connection to ... Sanitary Sewer Lines”:

The Nantucket Health Department has begun collating collected data on potable water wells in an effort to assess the extent, if any, of groundwater contamination by septic system effluent and saltwater intrusion caused by sea-level rise and erosion. Private septic systems are not subject to the same scrutiny of public systems and tend to be subjected to maintenance abuses or neglect. However, the TON Sewer department is certified, and operates under strict state-level permitting. As such, must submit primary and secondary contaminant testing on a regular basis. The Nantucket Health Department believes that the Sewer Department provides the essence of primary prevention efforts to protect public health.

As part of this prevention, it is the opinion of the staff that those who have access to a public sanitary sewer, connect to it. This connection serves the public health for the following reasons:

1. In nitrogen sensitive areas served by onsite wastewater systems (septic systems), town water will increase the level of nitrogen dilution present in groundwater recharge. Whereas, if the property is served by an onsite well, contaminants present in the groundwater can be “recycled” through the potable water system in the home and discharged back into a septic system thus compounding/concentrating the level of contaminants being added, unfiltered, to the groundwater. An example of how this compounding may work is below:
 - a. Well water reading 8 mg/L of nitrate, when cycled through the potable water system of a house, the septic effluent can read ~ 48 mg/L of nitrate. After percolation and natural denitrification, the onsite well can draw this same effluent recharge at ~ 9 mg/L in its “recycling”. As the cycle continues, nitrate level can continue to rise.
 - b. Using town water in the same home will result in septic effluent of ~ 40 mg/L of nitrate. This is a 17% reduction in nitrate entering the groundwater with a net negative change in nitrate molarity.
 - c. When coupled with I/A technology, the same home will result in septic effluent of ~ 19 mg/L or less. This is a 60.42% reduction in nitrate found in septic effluent entering the groundwater (ANSI Standard 245).
2. High levels of nitrates and nitrites (>10 mg/L) in drinking water are known to cause Methemoglobinemia (Blue Baby Syndrome) among infants (Harper, 2015)
3. Moderate levels of prenatal nitrate intake (≥ 5 mg/L) have been linked to birth defects in newborns. Illnesses range from Spina Bifida to Cleft Palates (Brender Et Al. 2013).
4. Water with low pH is known to cause corrosion in piping leading into and within structures. This corrosion can leach metal ions into the drinking water (Water Research Center, 2014). Leaching metals can cause increased risk of moderate to severe illnesses (EPA National Primary Drinking Water Regulations). Examples of potential metal ions caused by corrosion are as follows:
 - a. Copper: Short term exposure can cause Gastrointestinal distress, Long term exposure can cause liver or kidney damage
 - b. Lead:
 - i. Infants and children: Delays in physical or mental development; children could show slight deficits in attention span and learning abilities
 - ii. Adults: Kidney problems; high blood pressure
5. Private wells are more shallow than public drinking wells. This increases the risk of contamination from road salt, fertilizers, septic effluent, and other runoff (Waller, 1994).
6. The US Court of Appeals for the Third Circuit has affirmed that “protecting the health, safety, and general welfare of township inhabitants ... is plainly in the public interest”. And therefore “Because pure water is a precondition for human health, regulating the water supply is a basic and legitimate governmental activity”. In its decision, the Third Circuit also affirmed that an “overwhelming” number of courts across the country have found that mandatory connection to public (utility) is considered a “legitimate exercise of police power” under the United States Constitution. (Stern v. Halligan, 1998)

Furthermore, this is not an unprecedented regulation in the Commonwealth of Massachusetts. The Township of Cohasset enacted a public sewer connection requirement in August of 2000 which requires connection to the sanitary sewer within 180 days. On January 6, 2020 the Town of Billerica also voted in a mandatory sanitary sewer connection regulation within 1 year. Cambridge, Pepperell, and Ipswich also have levels of mandatory connections.

For the aforementioned reasons, the staff of the Health Department for the Town and County of Nantucket recommends the denial of the sewer connection waiver application.

Respectfully Submitted,

A handwritten signature in cursive script, appearing to read "Roberto Santamaría".

Roberto J. Santamaría, MPH, MBA, REHS/RS
Director of Public Health
Town of Nantucket

REFERENCES

- Brender, Jean D., Peter J. Weyer, Paul A. Romitti, Binayak P. Mohanty, Mayura U. Shinde, Ann M. Vuong, Joseph R. Sharkey, Dipankar Dwivedi, Scott A. Horel, Jiji Kantamneni, Jr. John C. Huber, Qi Zheng, Martha M. Werler, Katherine E. Kelley, John S. Griesenbeck, F. Benjamin Zhan, Peter H. Langlois, Lucina Suarez, and Mark A. Canfield. "Prenatal Nitrate Intake from Drinking Water and Selected Birth Defects in Offspring of Participants in the National Birth Defects Prevention Study." *Environmental Health Perspectives* (2013): n. pag. Web.
- Harper, Carolyn, Ph.D, Sam Keith, M.S., G. Daniel Todd, Ph.D, and Malcolm Williams, D.V.M., Ph.D. "Toxicological Profile for Nitrate and Nitrite." Centers for Disease Control and Prevention. Centers for Disease Control and Prevention, 21 Jan. 2015. Web. 14 Feb. 2017. <<https://www.atsdr.cdc.gov/toxprofiles/tp.asp?id=1452&tid=258>>.
- "NSF/ANSI 245: Nitrogen Reduction." NSF/ANSI 245: Nitrogen Reduction. American National Standards Institute, n.d. Web. 14 Feb. 2017. <<http://www.nsf.org/services/by-industry/water-wastewater/onsite-wastewater/nitrogen-reduction>>.
- Oram, Brian, PG. "PH in Drinking Water." PH. Water Research Center, 2014. Web. 14 Feb. 2017. <<http://www.water-research.net/index.php/ph>>.
- Stern v. Halligan, 158 F.3d 729 (3d Cir. 1998).
- Waller, Roger M. "Ground Water and the Rural Homeowner." *Ground Water and the Rural Homeowner*. U.S. Dept. of Interior/U.S. Geological Survey, 1994. Web. 14 Feb. 2017. <https://pubs.usgs.gov/gip/gw_ruralhomeowner/>.

BLACKWELL & ASSOCIATES, INC.
PROFESSIONAL LAND SURVEYORS

20 TEASDALE CIRCE, NANTUCKET, MA 02554
(508) 228-9026

B3779

September 9, 2020

Erika Mooney, Operations Manager
The Nantucket Sewer Commission
16 Broad Street
Nantucket, MA 02554

Re: Sewer Connection Fee, Carol Pillion, #16 Field Avenue

Dear Erika,

I am writing on behalf of Carol Pillion regarding the residential sewer permit fee increase effective June 1, 2020.

On May 20, 2020 the Sewer Commission adopted revisions to Chapter 336 regulations governing the use of common sewers. Contained within the revised regulations is a revised fee schedule, Article 11, Exhibit 1. The permit fee for a residential sewer permit increased to \$4,000.00.

In Carol Pillion's case, the permit fee increased from \$500.00 to \$4,000.00. The regulations prior to May 20, 2020 allowed owners in recently sewerred areas to pay a permit fee of just \$500.00 if applications were submitted within 5 years of a new sewer installation. Carol Pillion hired my firm to design a sewer connection in the middle of February 2020. Due to COVID-19 pandemic, my office was mandatorily closed between March 20, 2020 and May 4, 2020, with only a partial return of staff for most of May and June. Because of the office closing, Carol's design and permit application could not be completed before the May 20, 2020 change in regulations and fees date.

It should be noted that the capped sewer connection permit fees for the recently completed sewers in the Shimmo and PLUS areas were extended due to the COVID-19 shutdown. I ask that the permit fee charged for Ms. Pillion's connection to the Field Avenue sewer be \$500.00. Please inform me of the date of the Sewer Commission meeting and I will attend to represent this request.

Please call if you have any questions.

Sincerely,

Blackwell & Associates, Inc.
By Jeffrey L. Blackwell, P.L.S.



cc. Carol Pillion
David Gray, Director of the Nantucket Sewer Department

JLB/dmm

GENERAL NOTES

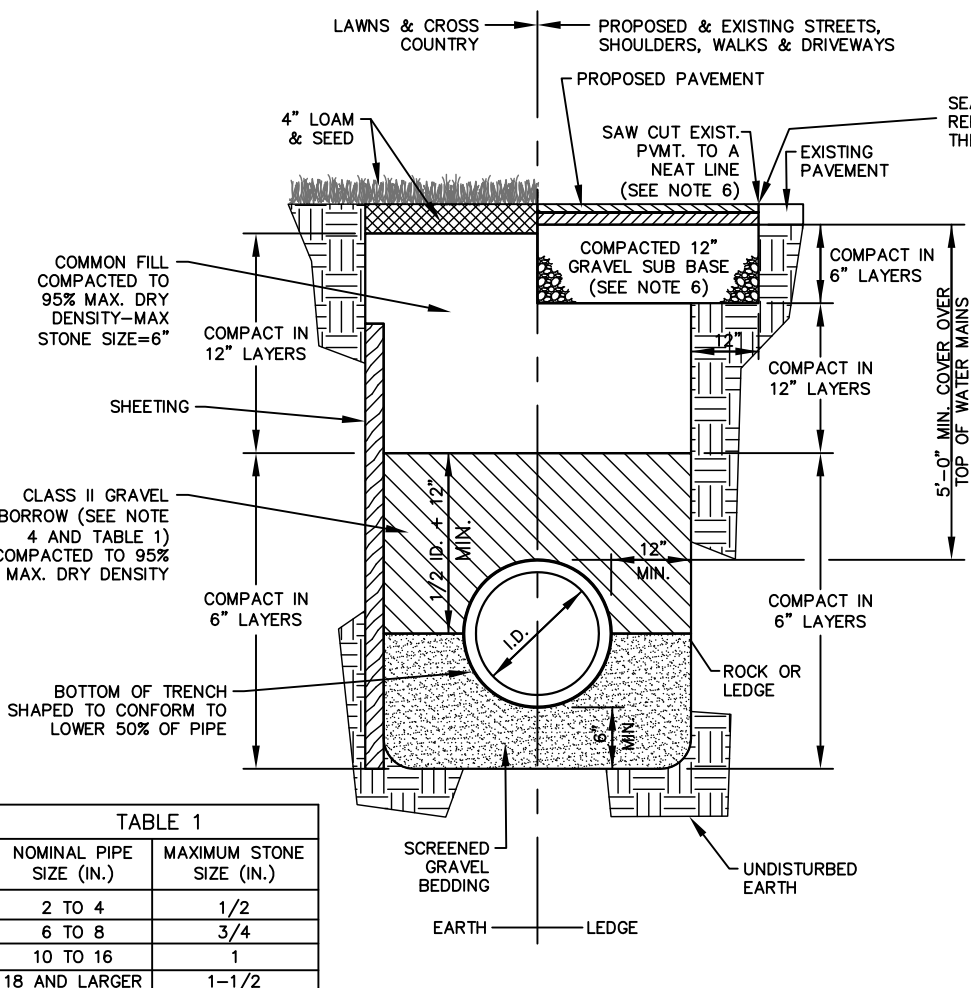
- 1) The contractor(s) shall notify the Design Engineer / Surveyor for proper location of proposed utilities and improvements prior to construction. The location of existing utilities are unknown. The proper utility companies shall be notified by the contractor to field verify underground locations. Contractor must contact DIGSAFE @1-888-344-7233.
- 2) The contractor shall provide for the safe and orderly passage of traffic and pedestrians in areas under construction.
- 3) Areas outside limits of work disturbed by the contractor during construction will be restored to their original condition at the expense of the contractor.
- 4) Removal of trees and /or hedges in areas adjacent to the proposed travel way is to be done only upon direction of the engineer or owner and verification of the location of the limit of proposed work, by the contractor.
- 5) The contractor shall be responsible for all disturbed areas until a suitable vegetative growth has been established.
- 6) Under NO circumstances shall the contractor remove ANY tree without approval of the surveyor and / or owner. The cost of re-placing such trees shall be paid by the contractor.
- 7) No variation to these plans may be undertaken without written authorization by the Design Engineer. Design engineer must be notified if field revisions are required.
- 8) It is the responsibility of the contractor to record in note form (preferably in a survey field notebook) the location of all utilities installed when surveyors are not at job site. These notes will be utilized for the preparation of required As-Built Plan.

SANITARY SEWER CONSTRUCTION NOTES

- 1) Sanitary sewer pipe to be 1 1/2" SDR-11 HDPE or approved equal. House/Building services to be 4" PVC (SCH.40); MIN slope 1/4" per foot; with single rubber gasket bell. When sewer service will not be immediately connected to the municipal collection system, then end of the service pipe shall be marked with a 2"x4" wood stake painted green and marked with the letter "S".
- 2) Water and sewer separation: Sewers shall be laid at a minimum of 10 ft. horizontally from the proposed water line. Whenever sewers must cross under water main, the sewer shall be laid at least 18 inches below the bottom of the water main. When the elevation to the sewer cannot be adjusted to comply with the above requirement, the contractor shall construct the sewer of Class 160 pressure PVC pipe for a distance of 10 feet on each side of the water main. One full length of CL160 pressure pipe should be centered over the water main so that both joints will be as far from the water main as possible. The sewer constructed of the pressure pipe must be pressure tested for possible leaks.
- 3) Contractor must comply with all standards and specifications for the installation of a sanitary sewer in the Town of Nantucket. These standards are available from the Sewer Department. Contractors work must meet or exceed these specifications or he/she will be responsible for any upgrades to the required standards.
- 4) Contractor must comply with all Code of Federal Regulations that deal with Occupational Safety and Health Administration (OSHA) requirements (TITLE 29 - LABOR / Part 1926). As Amended.
- 5) Prior to construction, contractor must review all Sanitary Sewer structure requirements prior to ordering of such materials.

NOTES:

- CONTRACTOR MUST NOTIFY SURVEYOR AND SEWER DEPARTMENT PRIOR TO BACKFILLING, FOR INSPECTION AND AS-BUILT.
- CONTRACTOR MUST NOTIFY HEALTH DEPARTMENT PRIOR TO SEPTIC SYSTEM ABANDONMENT, FOR INSPECTION.
- ALL CONSTRUCTION SHALL CONFORM TO THE STATE ENVIRONMENTAL CODE AND THE REQUIREMENTS OF THE LOCAL SEWER DEPARTMENT.
- INSTALLER SHALL CONFIRM THAT ALL SEWER LINES FROM STRUCTURES HAVE BEEN ACCOUNTED FOR & ALL SEWER INVERT ELEVATIONS OF EACH HAVE BEEN DETERMINED PRIOR TO SETTING ANY SEWER COMPONENTS.
- FORCE MAIN TO HAVE A MINIMUM SOIL COVER OF 4 FEET (48"). WHERE COVER IS LESS THAN 4' THE FORCE MAIN SHALL BE COVERED BY RIGID FOAM INSULATION.
- AREAS DISTURBED BY CONSTRUCTION SHALL BE LOAMED, SEEDED AND MULCHED OR OTHERWISE STABILIZED TO MINIMIZE EROSION.
- PUMP CONTROL AND ALARM PANEL TO BE INSTALLED BY LICENSED ELECTRICIAN WITHIN SIGHT OF THE PUMP CHAMBER. INSTALLATIONS GREATER THAN 50' FROM THE CONTROL PANEL SHALL UTILIZE CABLE OF 10AWG OR LARGER. MAXIMUM CABLE LENGTH SHALL BE 150'.
- GRINDER PUMP SYSTEM TO BE INSTALLED IN ACCORDANCE WITH ALL MANUFACTURER'S SPECIFICATIONS.
- EXISTING SUBSURFACE UTILITIES TO BE MARKED OUT PRIOR TO CONSTRUCTION AND PROTECTED BY CONTRACTOR.



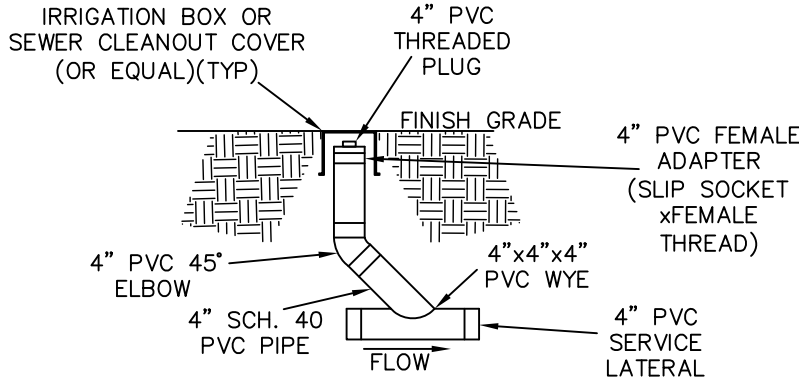
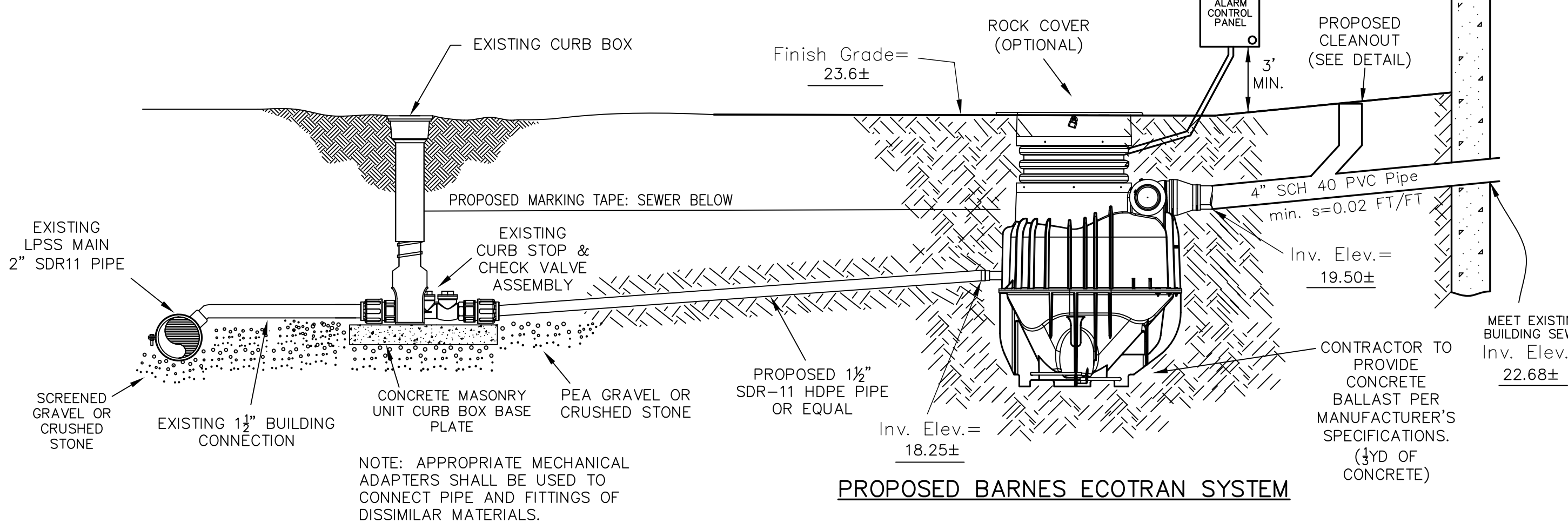
- NOTES:
1. SHEETING IF USED, IN ALL CASES SHALL BE LEFT IN PLACE BELOW A LINE 1'-0" ABOVE THE TOP OF THE PIPE, UNLESS OTHERWISE INDICATED OR DIRECTED.
 2. "COVER" AT ANY POINT SHALL BE DEFINED AS THE VERTICAL DISTANCE FROM THE UNDERMOST POINT OF THE PIPE TO A LINE WHICH CONNECTS THE SURFACE OF UNDISTURBED GROUND AT EITHER SIDE OF THE TRENCH AND IS AT RIGHT ANGLES TO THE DIRECTION OF THE PIPE.
 3. SCREENED GRAVEL SHALL BE HARD, DURABLE, ROUNDED PARTICLES, FREE FROM SAND, LOAM, CLAY, EXCESS FINES AND DELETERIOUS MATERIAL, UNIFORMLY GRADED SUCH THAT NOT LESS THAN 95% WILL PASS A 1/2 INCH SIEVE AND NOT MORE THAN 5% PASS A NO. 4 SIEVE.
 4. CLASS II GRAVEL BORROW SHALL BE A CLEAN, COARSE GRAINED GRAVEL-SAND MIXTURE, THE MIXTURE SHOULD CONTAIN LESS THAN 5% PASSING THE #20 SIEVE AS WELL AS COMPLYING TO THE REQUIREMENTS OF TABLE 1.
 5. WHERE FUTURE EXTENSION OF A PLUGGED PIPE OR A PLUGGED BRANCH WILL ENTAIL ROCK EXCAVATION, TRENCH EXCAVATION IN ROCK SHALL BE EXTENDED FOR A DISTANCE OF 5'-0" BEYOND THE PLUG.
 6. WHERE EXCAVATION IS REQUIRED UNDER PAVED AREAS, INCLUDING STREETS, BIKEPATHS AND SIDEWALKS, THE PAVEMENT SHALL BE CUT IN SUCH A MANNER AS TO EFFECT A SMOOTH, STRAIGHT CUT EDGE AND A VERTICAL FACE SIX (6) INCHES MINIMUM BEYOND THE TRENCH WALL. THE MAXIMUM WIDTH OF PAVEMENT REMOVED SHALL NOT EXCEED TEN (10) FEET, EXCEPT AS MAY BE OTHERWISE ALLOWED FOR LARGE PIPE DIAMETERS.
- REPLACEMENT OF SUB-BASE, BASE AND PAVEMENT SURFACE SHALL BE BY THE CONTRACTOR AND SHALL BE EQUAL TO OR BETTER THAN THE MATERIALS REMOVED. ALL REPLACEMENT MATERIALS AND PROCEDURES SHALL BE SUBJECT TO THE INSPECTION AND APPROVAL OF THE SUPERINTENDENT ACCORDING TO THE PROVISIONS OF SECTION 11.00 OF THESE SPECIFICATIONS.

NOTE: SEPTIC SYSTEM LOCATIONS SHOWN HEREON ARE BASED UPON RECORD FILES AT THE NANTUCKET HEALTH DEPARTMENT.

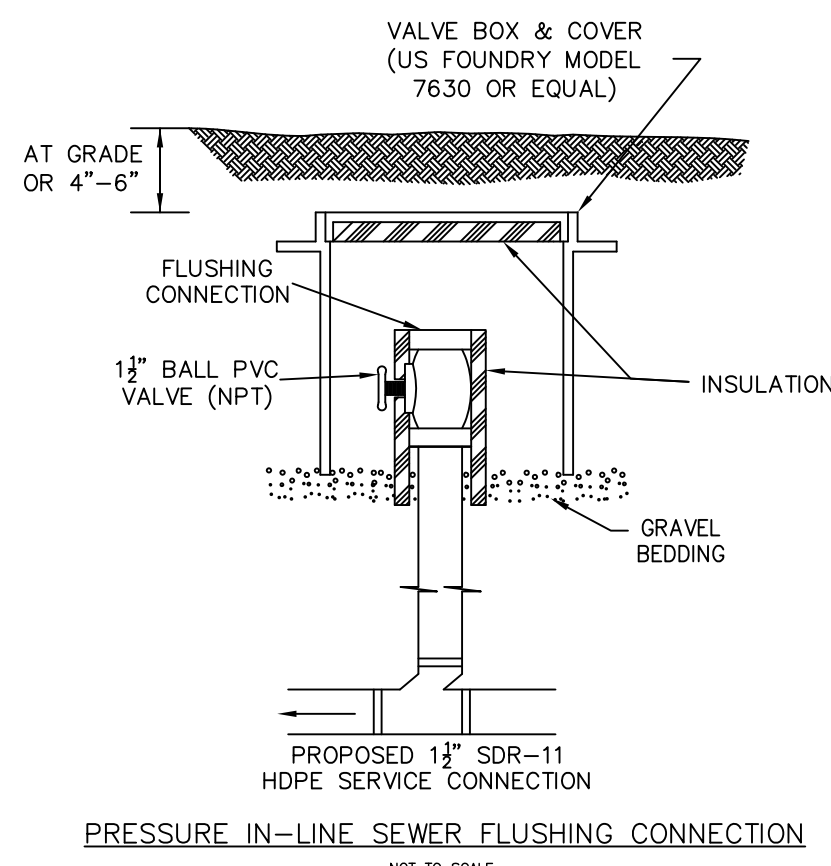
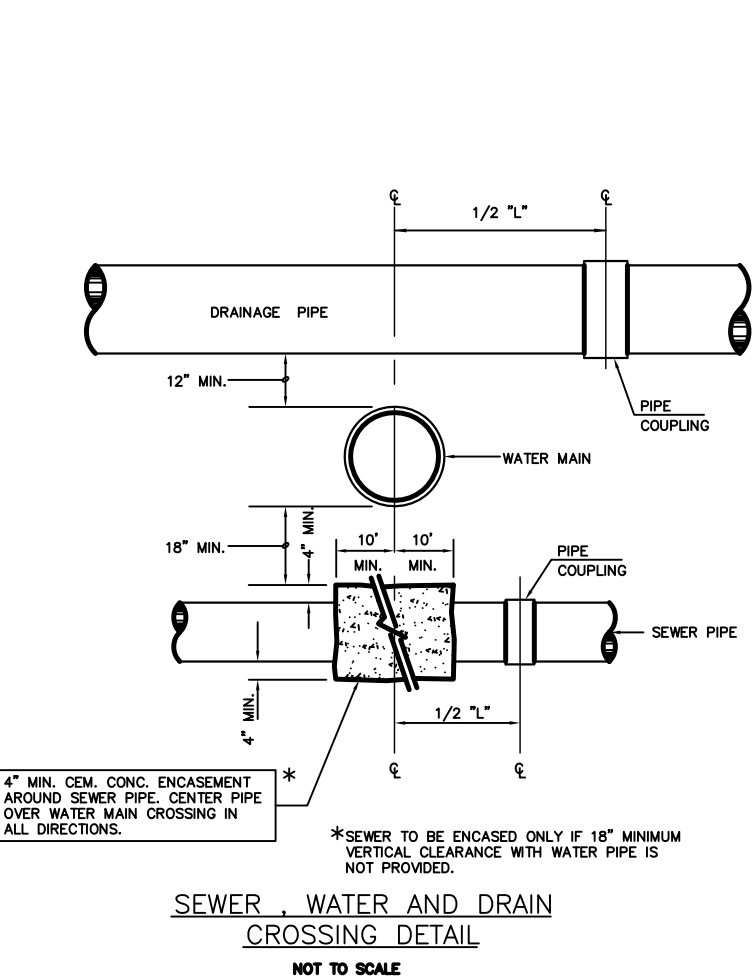
NOTE: EXISTING SEWER FORCE MAIN SCALED FROM "SEWER EXTENSION DESIGN", DATED 11/6/18; FOR TWO MORGAN SQUARE, LLC; BY BRACKEN ENGINEERING, INC.
-CONTRACTOR SHALL VERIFY LOCATIONS IN FIELD.

OWNER INFORMATION

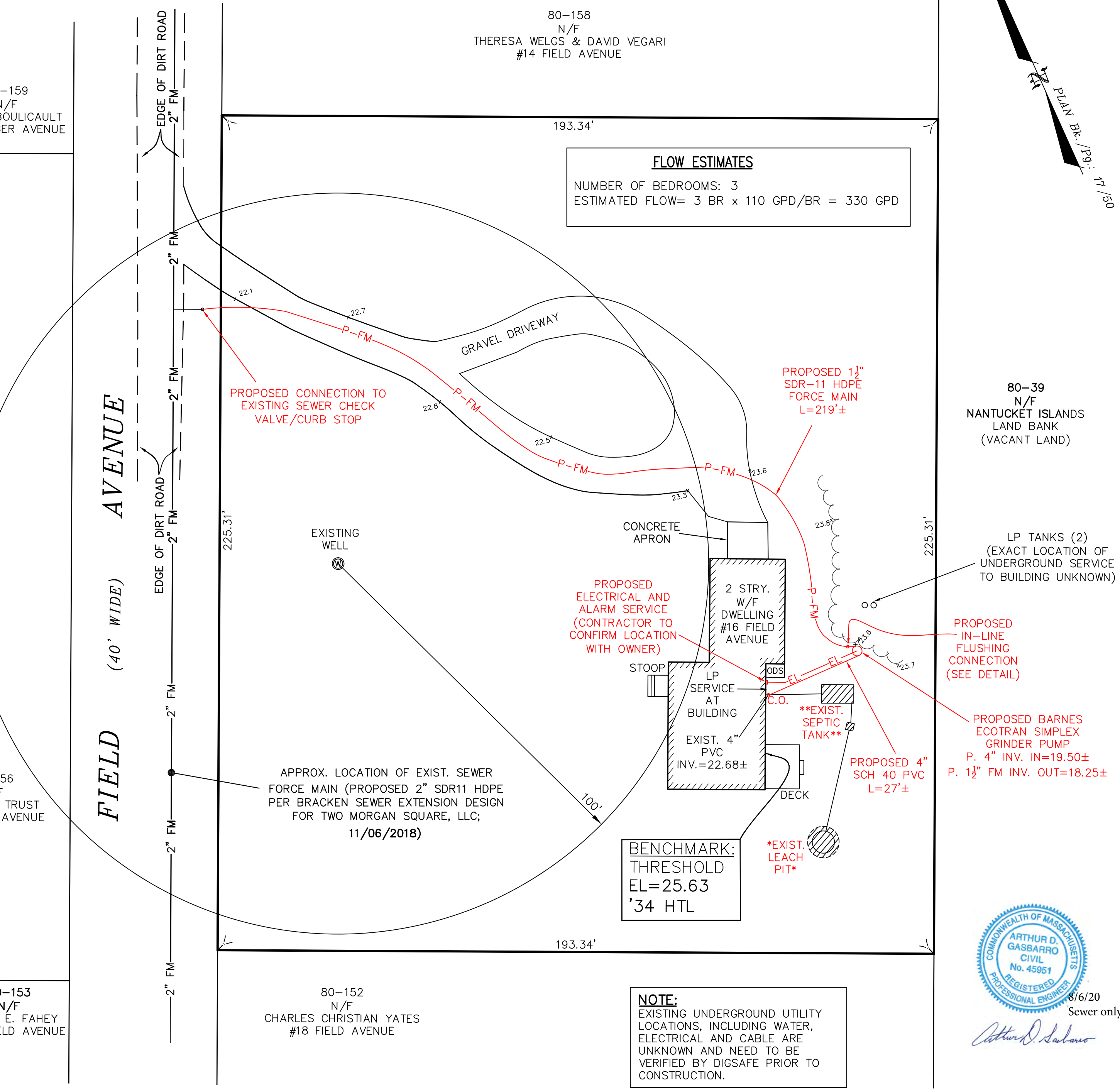
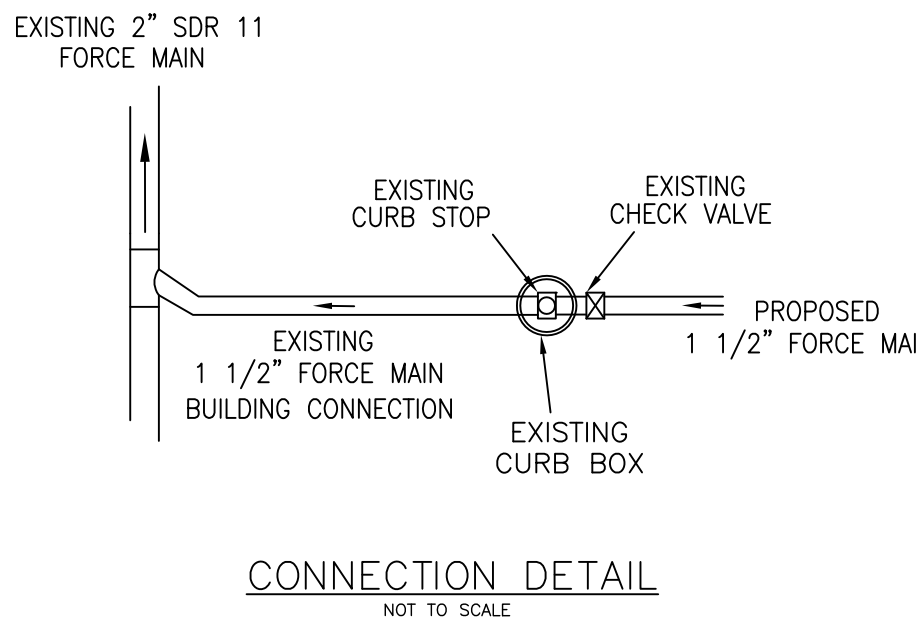
CAROL H. PILLION, TRUSTEE
CAROL H. PILLION FAMILY TRUST
DEED BK. 1504, PG. 80
PLAN BOOK 17, PG. 50, LOT 27
ASSESSOR'S MAP 80, PARCEL 155
#16 FIELD AVENUE



BUILDING SEWER
CLEANOUT @ GRADE
Not to Scale



- N.T.S.
- 45.4x DENOTES EXISTING GRADE SPOT ELEVATION
- 2" FM— DENOTES APPROXIMATE LOCATION OF EXISTING 2" SEWER FORCE MAIN
- P-FM— DENOTES PROPOSED 1 1/2" SDR-11 HDPE SEWER FORCE MAIN
- C.O. ° DENOTES PROPOSED CLEAN OUT AT GRADE -IF NONE EXIST (SEE DETAIL)
- EL— DENOTES PROPOSED ELECTRICAL AND ALARM SERVICE -LOCATIONS CAN BE ADJUSTED PER OWNER/SITE LAYOUT (100' MAX RUN-150' W/ CONDITIONS) -CONTRACTOR TO CONFIRM W/ ELECTRICIAN WHERE SERVICE LOCATION WOULD ORIGINATE FROM PRIOR TO SETTING CONDUIT



COMMONWEALTH OF MASSACHUSETTS
ARTHUR D. GASBARRIO
CIVIL
No. 45951
REGISTERED
PROFESSIONAL ENGINEER
8/6/20
Sewer only
Arthur D. Gasbarrio

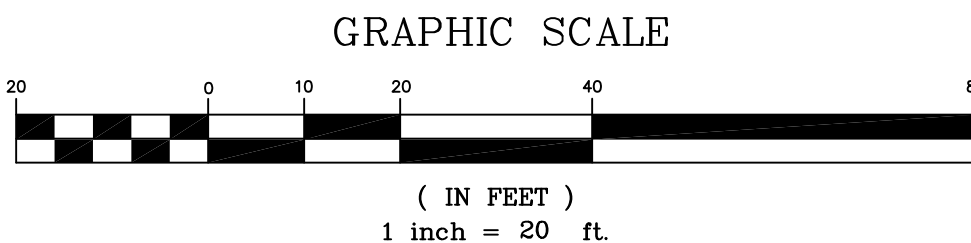
NOTE TO CONTRACTORS & ELECTRICIANS:
-WHERE PUMP CHAMBER LOCATION IS IN EXCESS OF THE MANUFACTURER'S STANDARD POWER SUPPLY CABLE LENGTH, A CABLE OF THE CORRECT LENGTH AND AWG SHALL BE SUPPLIED IN ORDER TO PROVIDE SUFFICIENT AMPERAGE AND VOLTAGE TO THE PUMP DRIVER. THE ELECTRICIAN SHALL VERIFY ADEQUATE OPERATING VOLTAGE AT THE PUMP MOTOR. ALL ELECTRICAL JUNCTIONS MUST BE CONTAINED WITHIN ACCESSIBLE WATERTIGHT BOXES.

NOTE TO CONTRACTORS & OWNERS:
-UNDER REQUIREMENTS OF THE TOWN OF NANTUCKET WASTEWATER SYSTEM REGULATIONS GOVERNING THE USE OF COMMON SEWERS ARTICLE VI, SECTION 2.03.2 AND 2.12, AN AS-BUILT PLAN MUST BE SUBMITTED FOR FINAL SEWER DEPARTMENT SIGNOFF. THEREFORE, THE CONTRACTOR MUST CONTACT BLACKWELL & ASSOCIATES INC. (508-228-9026) TO LOCATE ALL PIPING SYSTEMS PRIOR TO ANY BACKFILLING BEING DONE. ANY PIPING SYSTEMS BACKFILLED AND NOT EXPOSED FOR LOCATION WILL BE REQUIRED TO BE EXPOSED AT CONTRACTORS EXPENSE.

NOTE: EXISTING SEPTIC TANK TO BE PUMPED EMPTY, BOTTOM RUPTURED AND FILLED WITH COMPACT SOIL OR FILLED WITH FLOWABLE FILL, OR REMOVED

NOTE: EXISTING LEACH PIT TO BE ABANDONED PER TITLE V 310CMR: 15.354(3); FILLED WITH COMPACT SOIL OR FILLED WITH FLOWABLE FILL, OR REMOVED

T:\CHRIS 1 JOB 198
V:\DRAWFILES\B3779\SEWER-CONN.dwg 8/5/2020 4:20:45 PM EDT



AUGUST 5, 2020

BLACKWELL & ASSOCIATES, Inc.
PROFESSIONAL LAND SURVEYORS & CIVIL ENGINEERS
20 TEASDALE CIRCLE
NANTUCKET, MASSACHUSETTS 02554
(508) 228-9026
www.blackwellsurvey.com

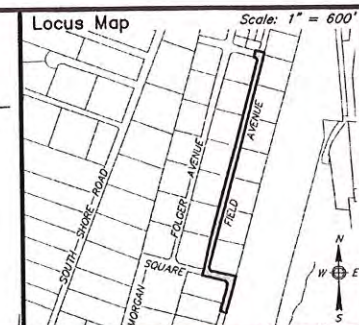
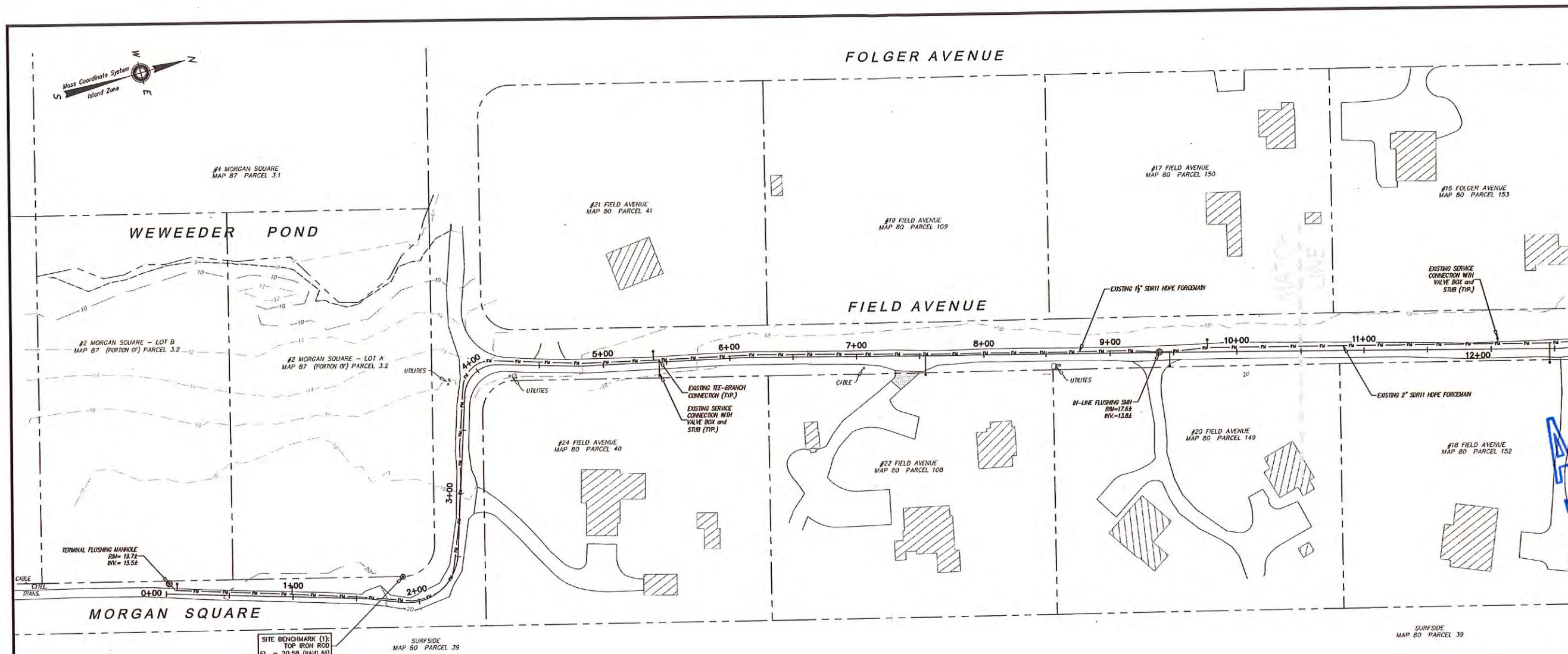
PROPOSED SEWER CONNECTION PLAN

PREPARED FOR
CAROL H. PILLION
FAMILY TRUST
#16 FIELD AVENUE
NANTUCKET, MA
MAP: 80, PARCEL: 155

Design/Drawn by: LSJ/CLR
Approved by: ADG

SHEET 1 OF 1

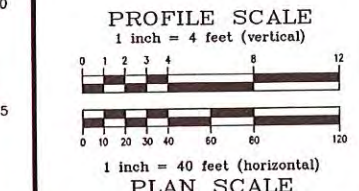
B3779



- General Notes**
1. ADDITIONAL UNDERGROUND UTILITIES NOT SHOWN ON THIS PLAN MAY EXIST AND THIS FIRM GIVES NO WARRANTY TO THEIR LOCATION.
 2. EXISTING BUILDINGS AND DRIVEWAYS SHOWN ARE APPROXIMATE AND TAKEN FROM NANTUCKET'S GIS.
 3. MANHOLE AND SERVICE VALVE BOX LOCATIONS PER THIS FIRM'S AS-BUILT LOCATIONS, FORCEMAIN LOCATION PER HOLDGATE PARTNERS.

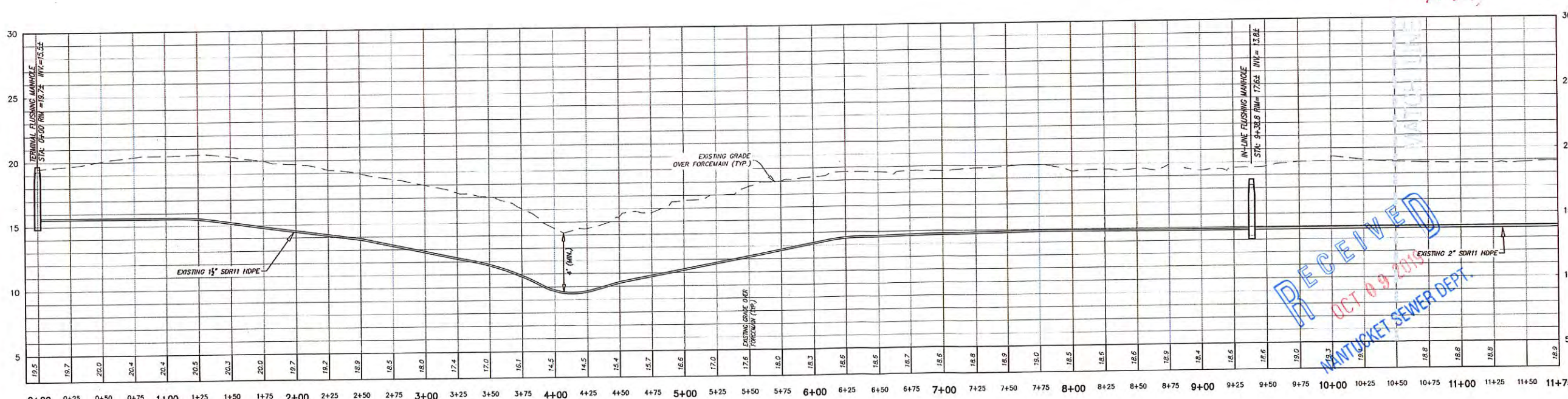
APPROVED
OCT 22 2019
NANTUCKET SEWER DEPT.

- LEGEND**
- S — EXISTING GRAVITY SEWER
 - FM — EXISTING SEWER FORCEMAIN
 - ⊙ EXISTING SEWER MANHOLE



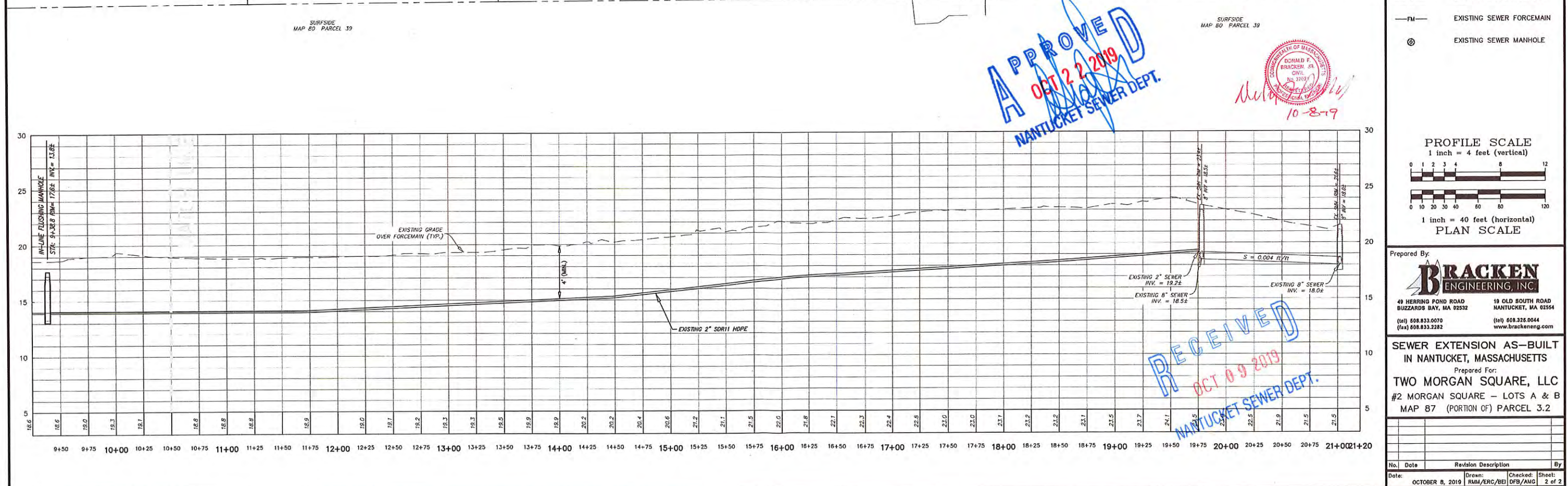
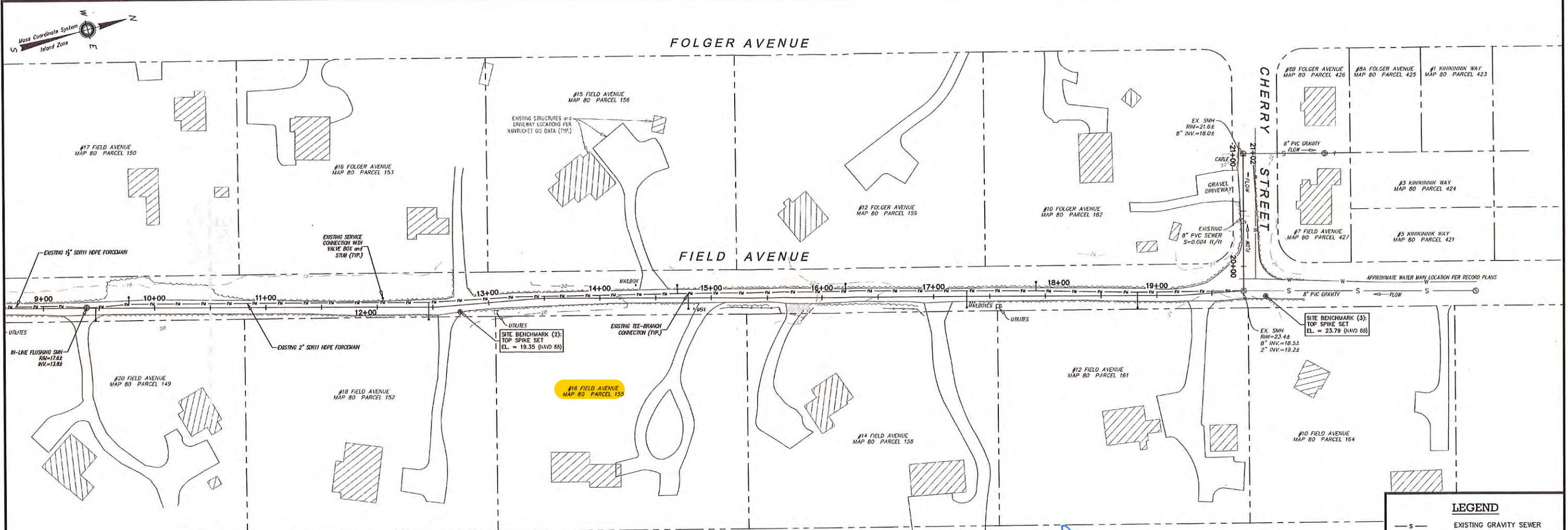
Prepared By:
BRACKEN ENGINEERING, INC.
 49 HERRING POND ROAD
 BUZZARDS BAY, MA 02532
 (tel) 508.833.0070 (tel) 508.325.0044
 (fax) 508.833.2282 www.brackeneng.com

**SEWER EXTENSION AS-BUILT
 IN NANTUCKET, MASSACHUSETTS**
 Prepared For:
TWO MORGAN SQUARE, LLC
 #2 MORGAN SQUARE - LOTS A & B
 MAP 87 (PORTION OF) PARCEL 3.2



RECEIVED
OCT 09 2019
NANTUCKET SEWER DEPT.

No.	Date	Revision Description	By
1	OCTOBER 8, 2019	RM/ERC/BE	DFB/AMG



APPROVED
OCT 22 2019
NANTUCKET SEWER DEPT.

RECEIVED
OCT 09 2019
NANTUCKET SEWER DEPT.

LEGEND

- S — EXISTING GRAVITY SEWER
- FM — EXISTING SEWER FORCEMAIN
- ⊙ EXISTING SEWER MANHOLE

PROFILE SCALE
1 inch = 4 feet (vertical)

PLAN SCALE
1 inch = 40 feet (horizontal)

Prepared By:
BRACKEN ENGINEERING, INC.
49 HERRING POND ROAD BUZZARDS BAY, MA 02532
(tel) 508.833.0070 (fax) 508.833.2282
19 OLD SOUTH ROAD NANTUCKET, MA 02554
(tel) 508.326.0044 www.brackeneng.com

SEWER EXTENSION AS-BUILT IN NANTUCKET, MASSACHUSETTS
Prepared For:
TWO MORGAN SQUARE, LLC
#2 MORGAN SQUARE - LOTS A & B
MAP 87 (PORTION OF) PARCEL 3.2

No.	Date	Revision Description	By
1	OCTOBER 8, 2019	Drawn: RMM/ERC/BE	DFB/AMG
2		Checked: RMM/ERC/BE	DFB/AMG
3		Sheet: 2 of 2	



Agenda Item Summary

Agenda Item #	X. 1.
Date	1/19/2022

Staff

Katie Cabral

Subject

National Grid Utility Petition – 44 Center Street

Executive Summary

This petition proposes to upgrade an existing handhole in front of 44 Center Street.

Staff Recommendation

n/a

Background/Discussion

n/a

Impact: Environmental ☐ Fiscal ☐ Community ☐ Other ☐

n/a

Board/Commission Recommendation

n/a

Public Outreach

Abutter notifications sent and 2 weeks of notices in I&M

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

n/a

Attachments

Departmental comments; NGrid petition



UTILITY PETITIONS DEPARTMENTAL COMMENTS

APPLICANT: National Grid
TYPE: Petition for Manhole and Duct Locations
SITE ADDRESS: Center Street (28605485)
HEARING DATE: January 19, 2022

COMMENTS

NPD: No issues. -Deputy Gibson
FIRE: No issues. -Chief Murphy
PLANNING: Requests National Grid continue working/communicating with staff regarding materials and location. -Holly Backus
DPW: No Issues. **
SEWER: Call Sewer Department to mark our sewer main. -David Gray
WWCo: Call for mark out of mains and services in the area. -Mark Willett

****Contractor must obtain all required Town permits prior to the commencement of work, including but not limited to Street Opening and Street Blocking permits.**



December 6, 2021

Nantucket
TOWN OF NANTUCKET BOARD OF SELECTMENT
16 BROAD STREET
NANTUCKET, MA 02554

To Whom It May Concern:

Enclosed please find a petition of NATIONAL GRID covering the installation of underground facilities.

If you have any questions regarding this permit, please contact: **Note change of contact information**

Gabriela Ayala

Please notify Ms. Ayala of the hearing date / time:
Gabriela.ayala@nationalgrid.com

If this petition meets with your approval, please return an executed copy to:

National Grid Contact:
Gabriela Ayala
100 E Ashland St, Brockton MA 02302

Very truly yours,

Robert Leonida

Rob Leonida
Supervisor, Distribution Design

Enclosures

PETITION FOR MANHOLE AND DUCT LOCATIONS

Nantucket, MA 02554

November 23, 2021

To the Board of Selectmen
of the Town of Nantucket, Massachusetts

NANTUCKET ELECTRIC COMPANY requests permission to locate manholes, wires, and ducts, including the necessary sustaining and protecting fixtures, along the following public way:

Center St

National Grid contractor to replace existing handhole with concrete handhole and 36" manhole cover in order to upgrade existing electrical connectors

Wherefore it prays that after due notice and hearing as provided by law, it may be granted a location for and permission to install and maintain manholes, ducts and wires, together with such sustaining and protecting fixtures as it may find necessary, said manholes and ducts to be installed substantially in accordance with the plan filed herewith marked:--

NANTUCKET ELECTRIC COMPANY

Plan No. **28605485** Dated: **9/1/2020**

NANTUCKET ELECTRIC COMPANY

By:  **DBA Robert Leonides**
Manager of Distribution Design

ORDER FOR MANHOLE AND DUCT LOCATIONS

Nantucket, MA 02554

November 23, 2021

By the Board of Selectmen
of the Town of Nantucket, Massachusetts

Notice having been given and public hearing held, as provided by law,
IT IS HEREBY ORDERED:

that **NANTUCKET ELECTRIC COMPANY** be and they are hereby granted permission to excavate the public highways and to run and maintain underground electric conduits, together with such sustaining and protecting fixtures as said Company may deem necessary, in the public way or ways hereinafter referred to, and to make the necessary house connections along said extensions, as requested in petition of said Company dated the **23rd day of November, 2021**

Said underground electric conduits shall be located substantially in accordance with the plan filed herewith marked--

NANTUCKET ELECTRIC COMPANY

Plan No. **28605485** Dated: **9/1/2020**

The following are the public ways or parts of ways along which the underground electric conduits above referred to may be laid--

Center St

National Grid contractor to replace existing handhole with concrete handhole and 36" manhole cover in order to upgrade existing electrical connectors

I hereby certify that the foregoing order was adopted at a meeting of the Board of Selectmen of the Town of Nantucket, Massachusetts held on the _____ day of _____ 2021

Clerk of Selectmen

Received and entered in the records of location orders of the Town of Nantucket, Massachusetts

Book: _____ Page: _____

Attest: _____
Town Clerk

I hereby certify that on _____, 20_____, at _____ o'clock, _____ M.,
at _____ a public hearing was held on the petition of

NANTUCKET ELECTRIC COMPANY

for permission to excavate the public highways and to run and maintain underground electric conduits described in the order herewith recorded, and that I mailed at least seven days before said hearing a written notice of the time and place of said hearing to each of the owners of real estate (as determined by the last preceding assessment for taxation) along the ways or parts of ways upon which the Company is permitted to erect poles, wires and fixtures under said order. And that hereupon said order was duly adopted.

Selectmen of the Town of

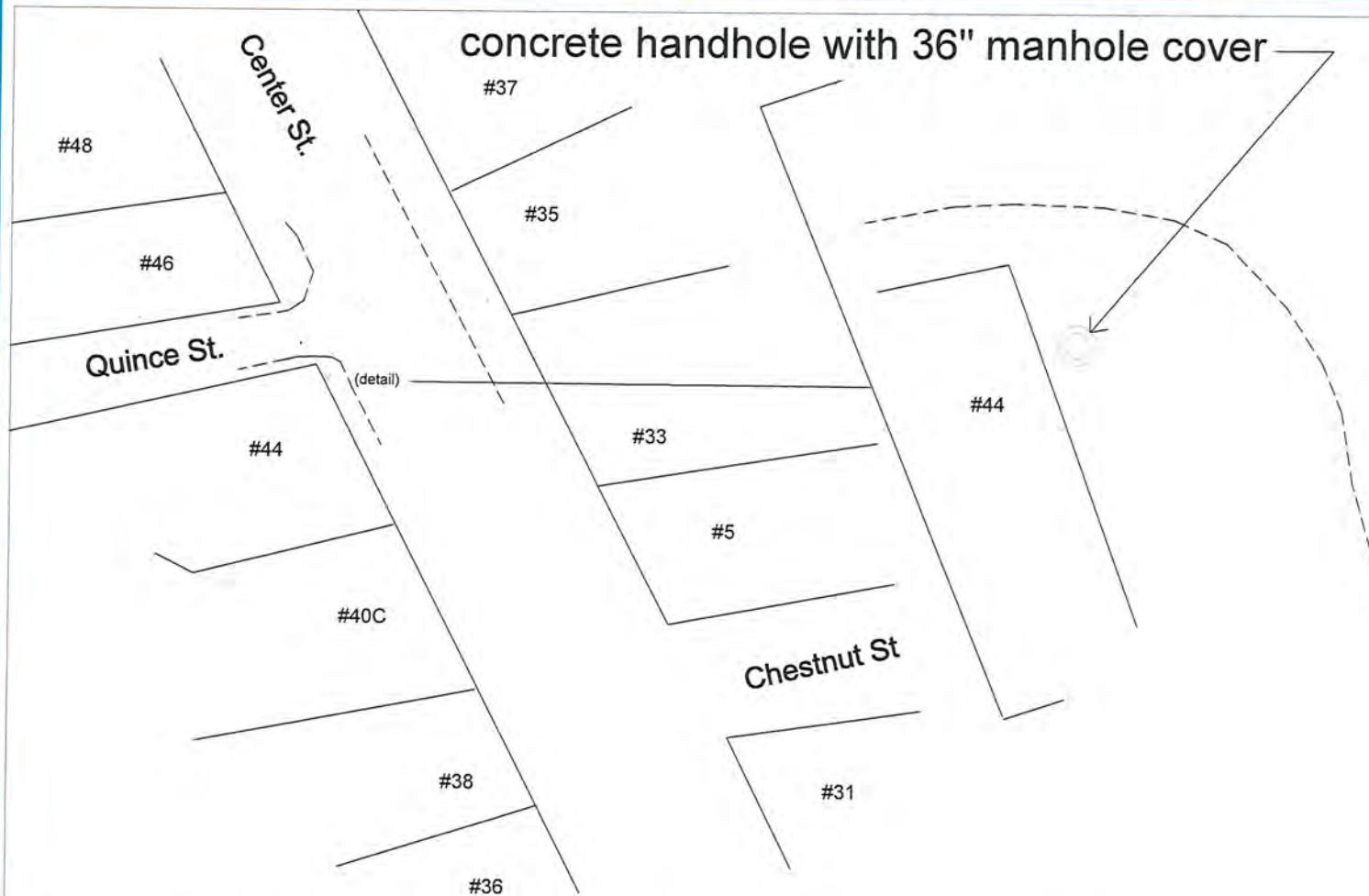
Nantucket, Massachusetts

CERTIFICATE

I hereby certify that the foregoing is a true copy of a location order and certificate of hearing with notice adopted by the Board of Selectmen of the Town of Nantucket, Massachusetts, on the _____ day of _____ 2021 and recorded with the records of location orders of said Town, Book _____, Page _____.

This certified copy is made under the provisions of Chapter 166 of General Laws and any additions thereto or amendments thereof.

Attest: _____
Town Clerk



National Grid contractor to replace existing handhole with concrete handhole and 36" manhole cover in order to upgrade existing electrical connectors.

11x17 Supplemental Sketch	
nationalgrid	
Work Request: wr#28605485	Drawn By: Jan Hickey Date: 9/1/2023
Petition Sketch 44 Center St. Nantucket, Ma.	
LEGEND	
 electric handhole with 36" manhole cover	
NOTE: Not to Scale	

Abutters List

[illegible]

FY 2023 Enterprise Fund Budget Stories:

Sewer Department

https://stories.opengov.com/nantucketma/published/CdTXeCd_9