# Zoning Board of Appeals

## May 11, 2016

## Surfside Commons

## 106 surfside road

## 40B

# PACKET

## *Part I*

# TOWN OF NANTUCKET
# BOARD OF APPEALS
## NANTUCKET, MA 02554

Agenda
(Subject to Change)

Wednesday, May 11, 2016
**11:00 AM**
4 Fairgrounds Road
**11:00 AM – 1PM** Public Safety Facility – 1st Floor Community Room
**1 PM - 4 PM** Public Safety Facility – 2nd Floor Training Room

- **CALL TO ORDER:**

- **APPROVAL OF THE AGENDA:**

- **APPROVAL OF THE MINUTES:**
  - April 14, 2016

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- **OLD BUSINESS:**

  - 04-16 Donald J. Mackinnon, Trustee of Nantucket 106 Surfside Realty Trust – *a/k/a* SURFSIDE COMMONS 40B 106 Surfside Road Mackinnon / Schwartz Extended Close of Public Hearing deadline September 30, 2016 (180 days from Initial Public Hearing with Extension) Decision Action deadline November 10, 2016 (40 days from close of Public Hearing) The Applicant is seeking a Comprehensive Permit in accordance with M.G.L. Chapter 40B, as approved by Massachusetts Housing Partnership, in order to allow a multi-family project consisting of 56 rental apartments with fourteen (14) to be designated as affordable units. The apartments will be arranged in two 2 ½ story buildings with thirteen units each and two 3 ½ story buildings with fifteen (15) units each. There will be a total of two 1-bedroom units, forty two 2-bedroom units, and twelve 3-bedroom units. The project will also include a clubhouse and pool. If approved, the property will be permanently deed-restricted for the purpose of providing affordable year-round housing. The file with a copy of the complete and updated list of requested waivers is available at the Zoning Board of Appeals office at 2 Fairgrounds Road between the hours of 7:30 A.M. and 4:30 P.M., Monday through Friday or via link to posting of all document related to this project found on Town of Nantucket website below:

http://www.nantucket-ma.gov/708/Atlantic-Development---106-Surfside-Road

The Locus, situated at 106 Surfside Road, is shown on Assessor's Map 67 as Parcel 80. Locus is also shown as Block 22 on Plan File 3-D and as Parcels 7 -11 (inclusive) on Plan No. 2014-52. Evidence of owner's title is recorded in Book 1410, Page 205 and Book 1488 Page 213, both on file at the Nantucket County Registry of Deeds. The site is zoned Limited Use General 2 (LUG-2) and Limited Use General 3 (LUG-3).

- ~~10-16 MHD Partners Real Estate, LLC 4 Goose Cove Lane Brescher/Osgood~~
  ~~Action deadline June 8, 2016~~
  ~~Applicant is requesting Variance relief pursuant to Zoning By-law Section 139-32 from the intensity regulations in the Village Height Overlay District (VHOD). Specifically, applicant intends to relocate an existing cottage from another property onto the subject premises, a vacant oversized lot. In 2009, the VHOD was adopted and the structure, which is 25.5 feet above average mean grade, was rendered pre-existing nonconforming. The maximum allowable height in the VHOD is 25 feet pursuant to Section 139-12.K(1). The structure, upon being relocated, will continue to be nonconforming with respect to height but will conform to all other intensity regulations of the Village Residential zoning district. The Locus is situated at 4 Goose Cove Lane, is shown on Assessor's Map 59.4 as Parcel 30, and as Lot 894 upon Land Court Plan No. 3092-119. Evidence of owner's title is registered at Certificate of Title 25954 on file at the Nantucket County District of the Land Court. The site is zoned Village Residential (VR) and is sited within the Village Height Overlay District (VHOD).~~

- ~~**NEW BUSINESS:**~~

- ~~11-16 John N. Sullivan and Marie T. Sullivan 5 Appleton Road Sullivan~~
  ~~Action deadline August 9, 2016~~
  ~~Applicant is seeking relief by Special Permit pursuant to Zoning By-law Section 139-16.C by reducing the side yard setback from ten (10) to five (5) feet in order to validate the siting of the existing main dwelling and to site a proposed 400 square foot garage within the ten (10) foot northerly side yard setback. The Locus is situated at 5 Appleton Road, is shown on Assessor's Map 66 as Parcel 390, and as Lot 19 upon Land Court Plan 13554-D. Evidence of owner's title is registered on Certificate of Title No. 22449 at the Nantucket County District of the Land Court. The site is zoned Residential 10 (R-10).~~

- ~~12-16 Amos B. Hostetter, Jr., Stephen W. Kidder, & Michael J. Puzo, Tr., A & B Realty Trust~~
  ~~Action deadline August 9, 2016 53 Baxter Road Reade~~
  ~~Applicant is seeking relief by Special Permit pursuant to Zoning By-law Section 139-33.A to alter the pre-existing nonconforming dwelling and garage by relocating them on the lot to increase the distance from the coastal bank, while maintaining the nonconforming front yard setback distances and creating no new nonconformities. The Locus is situated at 53 Baxter Road, is shown on Assessor's Map 49 as Parcel 17, and upon Land Court Plan 20574-A. Evidence of owner's title is registered on Certificate of Title No. 23030 at the Nantucket County District of the Land Court. The site is zoned Sconset Residential 20 (SR-20).~~

- ~~13-16 Anjonic Real Estate 13 Company, LLP & Maureen Dunphy, Tr., One Kite Hill Lane Realty Trust 1 Kite Hill Lane Brescher~~
  ~~Action deadline August 9, 2016~~
  ~~Applicant requests special permit relief pursuant to Zoning By-law Section 139-33.A to alter the pre-existing nonconforming dwelling and, to the extent applicable, Modification of prior Special Permit relief in order to expand the basement beneath the existing front porch. The pre-existing nonconforming side and rear yard setbacks will remain unchanged. The Locus is situated at 1 Kite Hill Lane, is shown on Nantucket Tax Assessor's Map 42.4.4 as Parcel 63. Evidence of owners' title is in Book 1484, Page 185 and Book 1517, Page 231 on file at the Nantucket County Registry of Deeds. The property is zoned Residential Old Historic (ROH).~~

# ZBA Packet Part I

## May 11, 2016

# File No. 04-16

# 106 Surfside Rd.40B

## Comprehensive Permit

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# ATLANTIC DEVELOPMENT
# DJ MACKINNON

# 106 SURFSIDE RD.

# 40B

## COMPREHENSIVE PERMIT

***Updated**** **APPLICATION MATERIALS**

*** Includes updated List of Waivers***

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# FILE NO. 04-16

***CONTINUED IN PART II***

# Surfside Commons

*Surfside Commons – an opportunity to create year-round rental housing on Nantucket close to the hospital, jobs, schools, recreation and retail locations.*

## Application for Comprehensive Permit

ATLANTIC DEVELOPMENT

# SURFSIDE COMMONS, NANTUCKET, MA

# APPLICATION FOR COMPREHENSIVE PERMIT

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# I. REQUEST OF THE NANTUCKET ZBA TO ISSUE A COMPREHENSIVE PERMIT

SURFSIDE COMMONS LLC
c/o Atlantic Development
62 Derby Street
Hingham, MA 02043

December 17 , 2015

Zoning Board of Appeals
Town of Nantucket, Massachusetts

Site: 106 Surfside Road

APPLICATION FOR A COMPREHENSIVE PERMIT
GENERAL LAW CHAPTER 40B, SECTION 20-23

Surfside Commons LLC (the "Applicant") hereby applies to the Zoning Board of Appeals (the "ZBA") of the Town of Nantucket, Massachusetts ("Nantucket"), pursuant to Massachusetts General Laws, Chapter 40B ("Chapter 40B"), Sections 20 through 23, as amended, for the issuance of a Comprehensive Permit authorizing the Applicant to construct a four building multi-family project, to be called "Surfside Commons" (the "Project"), containing 56 rental apartments on approximately 2.5 acres of land located at 106 Surfside Road, Nantucket, Massachusetts.

TAB

## II. PROJECT ELIGIBILITY LETTER ("PEL")

Massachusetts
Housing
Partnership

December 1, 2015

Mr. Donald J. MacKinnon
President
Atlantic Development Corporation
62 Derby Street
Hingham, MA 02110

160 Federal Street
Boston, Massachusetts 02110
Tel: 617-330-9955
Fax: 617-330-1919

462 Main Street
Amherst, Massachusetts 01002
Tel: 413-253-7379
Fax: 413-253-3002

www.mhp.net

Re: Surfside Commons (the "Project")

Dear Mr. MacKinnon:

Enclosed please find the executed Project Eligibility Letter (PEL) for the Surfside Commons Project. There are two topics on which I'd like to provide you further guidance: 1) MHP's review of the draft Comprehensive Permit, and 2) the applicant's responsibilities if a municipality includes a local preference requirement in the Comprehensive Permit. Please see below for elaborations on each of these topics, and let me know of any questions you may have.

1. Prior to the issuance of the final Comprehensive Permit by the ZBA, MHP asks that a draft of the permit be supplied to MHP for its review. MHP will endeavor to make any comments on the draft permit within 10 days. MHP's intention in asking for review of the permit prior to its issuance is to avoid having the applicant need to return to the ZBA to request necessary changes once the final permit is issued.

2. If the municipality includes a local preference requirement within the Comprehensive Permit, the DHCD 40B Guidelines require that the municipality demonstrate the need for the local preference within 3 months of final issuance of the Comprehensive Permit. Failure to comply with this requirement shall be deemed to demonstrate that there is not a need for a local preference and a local preference shall not be approved as part of any Affirmative Fair Housing Marketing and Resident Selection Plan (AFHMP) or use restriction. Please work with the municipality on providing MHP with the necessary documentation.

Please see DHCD's 40B Guidelines at http://www.mass.gov/hed/economic/eohed/dhcd/legal/comprehensive-permit-guidelines.html (Section III, Affirmative Fair Housing Marketing and Resident Selection Plan)

Note that DHCD's 40B Guidelines specify the allowable preference categories. If the Comprehensive Permit includes a preference for some, but not all, of the allowable categories, additional information may be required. For example, if the municipality seeks to provide a preference for municipal employees but not employees of other businesses in the community, the municipality must provide documentation that shows the affordable housing demand for municipal employees is high in relationship to that of other employees. If the local preference is based solely on employment in

the municipality, this may have a disparate impact on the elderly or person with disabilities; therefore applicants residing in the community who are age 62 or older or are persons with disabilities must be given the benefit of the employment preference.

Some ways in which the need for local preference may be demonstrated and documented are by providing the following:

- Wait list information for comparable housing in the community, including public housing, with local applicants likely to apply for the project. For instance, if the affordable units at the project are 2-bedroom rental units affordable at the 80% of area median income (AMI) level, the number of local wait list applicants for rental units of a similar size and price at another development in the community may support a local preference (however, applicants for larger or smaller size units with higher or lower incomes would not; similarly, wait lists for for-sale housing or age-restricted housing may not be "comparable" housing). Whether or not the project provides rental assistance will be considered. A wait of more than 6 months for a comparable unit would be compelling.
- Data regarding the number of renter households in the municipality who would be eligible for the project. For instance, if the affordable units at the project are affordable at the 80% AMI level, renter households with incomes between 50 – 80% AMI might be eligible but renter households with higher or lower incomes would not.
- Data regarding rent-burdened residents, specifically the number of renter households in the community who would be eligible for the project who are paying more than 30% of their income for housing costs. Also, if applicable, data regarding renter households with other housing problems (i.e. overcrowding).
- Information regarding the supply of comparable affordable rental housing in the municipality and the vacancy rates in such housing.

Some of the above statistics can be found at the following HUD User web site: www.huduser.org/portal/datasets/cp/CHAS/data_querytool_chas.html Data is also available at the Metropolitan Area Planning Council Massachusetts Housing Data Portal: www.housing.ma.

Please note that a combination of such data, comparative regional data, and/or other data may be needed to justify the extent of the local preference in view of regional housing needs.

Also, please note that in the event local preferences are permitted, your AFHMP must ensure that non-local residents protected under fair housing laws are not negatively affected by the local preferences. For example, as part of your lottery process, minority applicants may need to be moved into the local selection pool to ensure that that the local selection pool reflects the racial/ethnic balance of the HUD defined Metropolitan Statistical Area (MSA). Regional (MSA) racial/minority statistics are available at http://www.mass.gov/hed/docs/dhcd/hd/fair/percentracialethnicminority.pdf.

If you have any questions about anything in the letter, please do not hesitate to call me at 617-330-9944 x242.

Best Regards,

Richard A. Mason
Deputy Director of Lending

Massachusetts
Housing
Partnership

December 1, 2015

Mr. Donald J. MacKinnon
Surfside Commons LLC
c/o Atlantic Development Corporation
62 Derby Street
Hingham, MA 02110

160 Federal Street
Boston, Massachusetts 02110
Tel: 617-330-9955
Fax: 617-330-1919

462 Main Street
Amherst, Massachusetts 01002
Tel: 413-253-7379
Fax: 413-253-3002

www.mhp.net

Re: Surfside Commons, Nantucket (the "Project") - Determination of Project Eligibility under MHP's Permanent Rental Financing Program

Dear Mr. MacKinnon:

This letter is in response to your request for a determination of Project Eligibility under the provisions of the Commonwealth of Massachusetts comprehensive permit process (M.G.L. Chapter 40B, 760 C.M.R. 56, and the Massachusetts Department of Housing and Community Development's Comprehensive Permit Guidelines) (collectively, the "Comprehensive Permit Rules") for the above-referenced Project. The Project, as proposed in your application dated August 19, 2015 as amended on October 13, 2015, shall consist of fifty-six (56) rental housing units, consisting of two (1) one-bedroom units, forty-two (42) two-bedroom units and twelve (12) three-bedroom units located in four buildings at 106 Surfside Road, Nantucket Massachusetts on 2.5 acres. As well as surface parking, there are two buildings with underground parking. The Project will also include a landscaped courtyard, a clubhouse with various indoor tenant amenities and a children's play area. The land is currently occupied by a single family home.

In connection with your request, and in accordance with the Comprehensive Permit Rules, MHP has performed an on-site inspection of the Project, and has reviewed initial pro forma and other pertinent information submitted by Surfside Commons LLC ("Applicant"), and has considered comments received from the Town of Nantucket.

Based upon our review, we find the following:

(i) The Project, as proposed, appears generally eligible under the requirements of MHP's Permanent Rental Financing Program (the "Program"), certain terms of which are set forth on Exhibit A, attached hereto, subject to final approval.

(ii) The site of the proposed Project is generally appropriate for multifamily residential development. The location provides access to the mid-island commercial and municipal services area with significant employment opportunities. There is a seasonal bus route with a stop within walking distance of the site.

The Town of Nantucket's Subsidized Housing Inventory (SHI) is 2.47%. Nantucket does not currently have a Housing Production Plan (HPP). The Town's previous HPP expired in 2014 and, other than units permitted under Chapter 40B, no SHI units were added during the 5-year term of the HPP.

The Town's 2009 Master Plan has a housing element. The Town has passed zoning code revisions accommodating multi-family production through

mechanisms including a multi-family overlay district, secondary and tertiary lot allowances, and by-right mixed-used developments, however, these mechanisms do not carry any affordability requirements. Recently approved zoning changes provide for a special permit process for multifamily developments with some affordability requirements. To date, other than units permitted under Chapter 40B, no affordable units eligible for inclusion on the SHI have been permitted or built since the adoption of the Master Plan in 2009.

While the Town's actions to encourage multi-family housing and to address middle-income housing needs are positive, they have not resulted in a meaningful increase of affordable units and thus do not warrant a conclusion that the Project site is not generally appropriate for residential development.

Municipal water and sewer infrastructure are nearby. MHP expects that the Town of Nantucket's concerns about the extension of water and sewer to the Project site will be addressed through the comprehensive permit process.

(iii) The proposed conceptual Project design is generally appropriate for the site. The site design incorporates clustering of the buildings to the rear and sides of the site to minimize their visual impact. Building side yard setbacks from adjacent properties are 15', the same as required in the underlying zoning district. The buildings have been situated to present the programmed activity spaces visibly to the main road so as to create a welcoming, residential entrance. The building exteriors have features to visually reduce the mass and scale. The design incorporates projected bays, trim accents at the windows, and material and textures to visually reduce the mass of the building.

MHP expects that local concerns regarding traffic and parking will be addressed through the comprehensive permit process.

(iv) Based upon comparable rentals and potential competition from other projects, the proposed Project appears financially feasible within the Nantucket market.

(v) The Project appears financially feasible on the basis of estimated development and operating costs set forth in the initial pro forma provided by the Applicant and a land value determination consistent with the Comprehensive Permit Rules. In addition, the Project budgets are consistent with the Comprehensive Permit Rules relative to cost examination and limitations on profit and distributions.

(vi) The Project will be owned by the Applicant, a single-purpose entity with Donald J. MacKinnon, President, Atlantic Development Corporation, as manager, and will be subject to MHP's limited dividend requirements. The Applicant meets the general eligibility standards of the Program; and

(vii) The Applicant controls the site through a Purchase and Sale Agreement.

This letter is intended to be a written preliminary determination of Project Eligibility under the Comprehensive Permit Rules, establishing fundability by a subsidizing agency under a low and moderate income housing subsidy program, which qualifies the Project for consideration for a Comprehensive Permit under M.G.L. Chapter 40B.

This preliminary determination of eligibility is subject to final review of eligibility and final approval by MHP, and is expressly limited to the specific Project proposed in the request for determination of Project Eligibility submitted to MHP and subject to the minimum affordability and additional requirements set forth in Exhibit A hereto. The requirements of the Comprehensive Permit must not result in a loan to value ratio exceeding MHP requirements. Changes to the proposed Project, including without limitation, alterations in unit mix, proposed rents, development team, unit design, development costs and/or income restrictions may affect eligibility and final approval. Accordingly, you are encouraged to keep MHP informed of the status and progress of your application for a Comprehensive Permit and any changes to the Project that may affect program eligibility and/or financial projections. In addition, MHP requires that it be notified (1) when the applicant applies to the local ZBA for a comprehensive permit; (2) when the ZBA issues a decision; and (3) when any appeals are filed.

Please note that this preliminary determination of Project Eligibility is not a commitment or guarantee of or by MHP for financing, either expressed or implied, and, in the event that you determine not to apply to MHP for permanent financing and/or in the event that your application for permanent financing with MHP is denied, this letter shall be of no further force and effect. Also, please note that this letter shall be of no force or effect if the applicant has not filed for a Comprehensive Permit within two years of the date of this letter.

Final review and approval under the Comprehensive Permit Rules will be undertaken by MHP only in conjunction with an application to MHP for permanent mortgage financing for the Project. After the issuance of a Comprehensive Permit for the Project, MHP would be pleased to entertain a request for permanent mortgage financing pursuant to and in accordance with MHP's standard underwriting process. At that time, MHP shall require a complete loan application, a copy of the decision of the ZBA and any amendments thereto, a copy of the decision, if any, by the Housing Appeals Committee and revised preliminary plans and designs, if applicable, as well as such additional documents and information as is required as part of the loan underwriting process.

Should you have any comments or questions concerning this letter, please do not hesitate to call me at 617-330-9944 x242.

Sincerely,

Richard A. Mason
Deputy Director of Lending

cc: Roberta Rubin, Chief Counsel, Department of Housing and Community Development
Robert R. De Costa, Chair, Board of Selectmen, Town of Nantucket
Edward S. Toole, Chair, Zoning Board of Appeals, Town of Nantucket
Andrew V. Vorce, Director of Planning, Town of Nantucket

EXHIBIT A

| | |
|---|---|
| **Affordability Requirements:** | At least fourteen (14) of the units must be affordable to households earning up to eighty percent (80%) of the median area income. Such units shall include a mix of bedroom sizes satisfactory to MHP. The affordability requirements will be documented through an affordable housing agreement that will be recorded prior to the mortgage and shall create covenants running with the Property for a minimum period of thirty (30) years. |
| **Limited Dividend Policy:** | The owner must comply with MHP's limited dividend policy. |

TAB

## III ZBA APPLiCation

PAID
DEC 18 2015
BY: CW

# TOWN OF NANTUCKET
# BOARD OF APPEALS
## NANTUCKET, MA 02554

RECEIVED
DEC 18 2015
By CA

## APPLICATION

Fee: $~~450.00~~ $3,800 File No. 04-16

($1,000 + $50/unit x 56 units = $3,800)

Owner's name(s): Donald J. MacKinnon, Trustee, Nantucket 106 Surfside Realty Trust

Mailing address: 6 Young's Way, Nantucket, MA 02554

Phone Number: 508-228-3128 E-Mail: wag@readelaw.com

Applicant's name(s): Surfside Commons LLC

Mailing Address: c/o Atlantic Development, 62 Derby Street, Hingham, MA 02043

Phone Number: 781-741-5005 E-Mail: DJM@AtlanticDevelopment.com

Locus Address: 106 Surfside Road Assessor's Map/Parcel: 67 - 80

Land Court Plan/Plan Book & Page/Plan File No.: Plan No. 2014-52 (1)

Deed Reference/Certificate of Title: (2) Zoning District LUG 2 & LUG 3

Uses on Lot- Commercial: None____ Yes (describe) _____
Residential: Number of dwellings 1 Duplex _____ Apartments _____

Date of Structure(s): all pre-date 7/72 _____ or 1981

Building Permit Numbers: _____

Previous Zoning Board Application Numbers: _____

(1) Parcels 67 - 80, 7, 8, 9, 10 & 11
(2) Book 1410 pg. 205 and Book 1488 pg. 213

TOWN CLERK
NANTUCKET
18PM 3:33:19
DEC 18 2015

2 Fairgrounds Road Nantucket Massachusetts 02554
508-228-7215 telephone 508-228-7298 facsimile

State below or attach a separate addendum of specific special permits or variance relief applying for:

**see attached Surfside Commons Application for Comprehensive Permit**

I certify that the information contained herein is substantially complete and true to the best of my knowledge, under the pains and penalties of perjury.

SIGNATURE:_____ Owner*
**Donald J. MacKinnon, Trustee, Nantucket 106 Surfside Realty Trust**

SIGNATURE:_____ Applicant/Attorney/Agent*
**Donald J. MacKinnon, President, Atlantic Development, Manager of Surfside Commons LLC**

*If an Agent is representing the Owner or the Applicant, please provide a signed proof of agency.

---

## OFFICE USE ONLY

Application received on:__/__/__ By:_____ Complete:____ Need Copies:_____
Filed with Town Clerk:_/_/_ Planning Board:_/_/_ Building Dept.:_/_/_ By:___
Fee deposited with Town Treasurer:_/_/_ By:___ Waiver requested:____
Granted:__/__/__ Hearing notice posted with Town Clerk:_/_/__ Mailed:__/__/__
I&M__/__/__ &__/__/__ Hearing(s) held on:__/__/__ Opened on :__/__/__
Continued to:__/__/__ Withdrawn:__/__/__ Decision Due By:__/__/__
Made:__/__/__ Filed w/Town Clerk:__/__/__ Mailed:__/__/__

VOID VOID VOID

23365

ATLANTIC DEVELOPMENT
62 DERBY STREET
HINGHAM, MA 02043

Citizens Bank

54-153-114

12/17/2015

PAY TO THE ORDER OF Town of Nantucket $ **3,800.00

Three Thousand Eight Hundred and 00/100********** DOLLARS

Security features. Details on back.

MEMO

AUTHORIZED SIGNATURE

⑈023365⑈ ⑆011401533⑆ 3300091638⑈

(/?latlng=41.2576%2C-70.0874&selected=%5B%2267%25208

106 SURFSIDE RD

Street View

(https://maps.google.com/map
z=1&hl=en-US&gl=US&mapclient=apiv3)

Google Directions (https://maps.google.com?da

Google Maps Link (https://www.google.com/maps/@41.25788

Town and County of Nantucket (http://nantu

Property Record Card (http://gis.vgsi.com/na
Pid=5346)

**Property**

**Address** 106 SURFSIDE RD

**ID** 67 80

**Ownership**

**Name** GIFFORD WHITNEY A TRST

**Co-Owner Name** NANTUCKET 106 SURFSIDE REALTY TR

**Address** PO BOX 2669 NANTUCKET, MA 02584

**Valuation**

**Total** $1,051,900

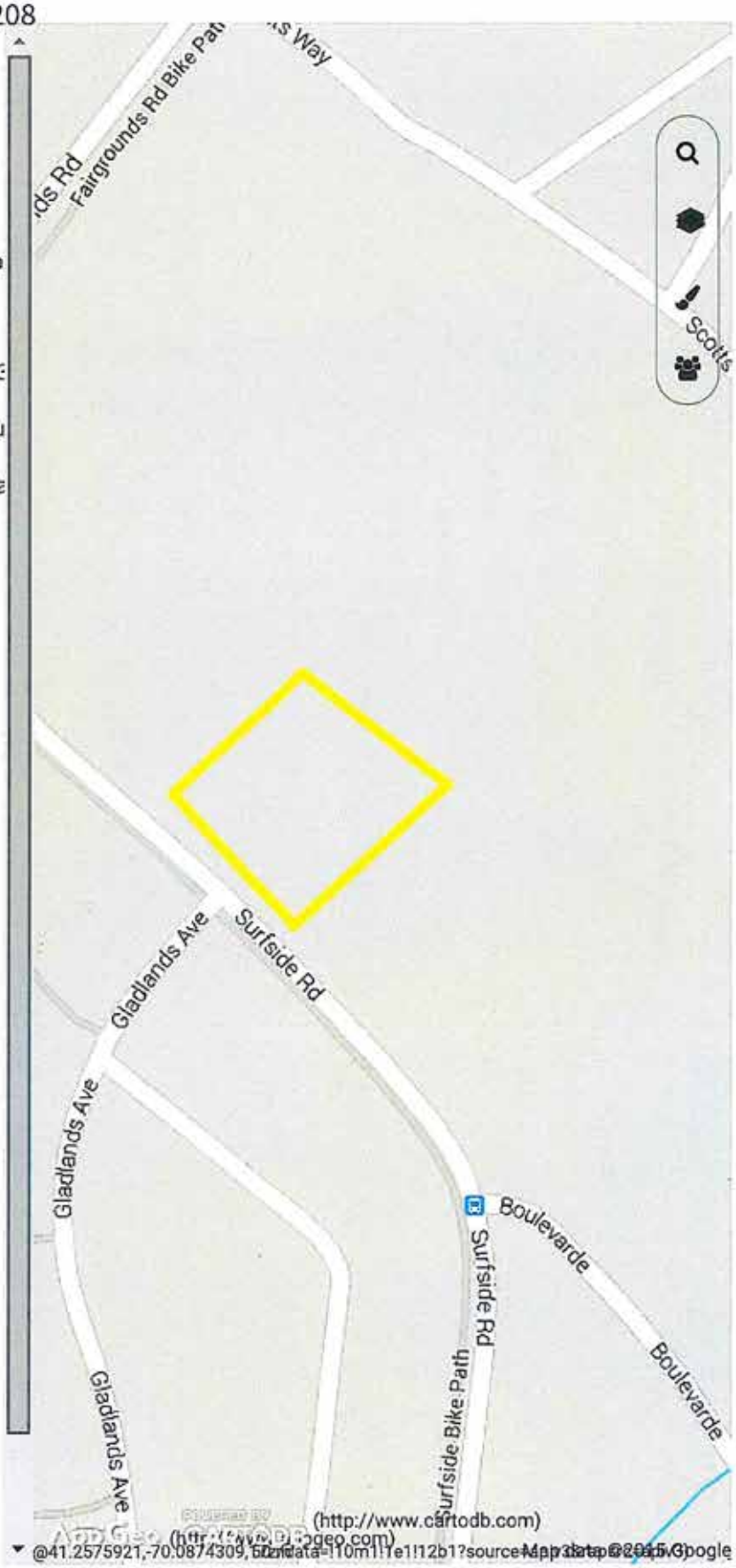
**Land** $510,700

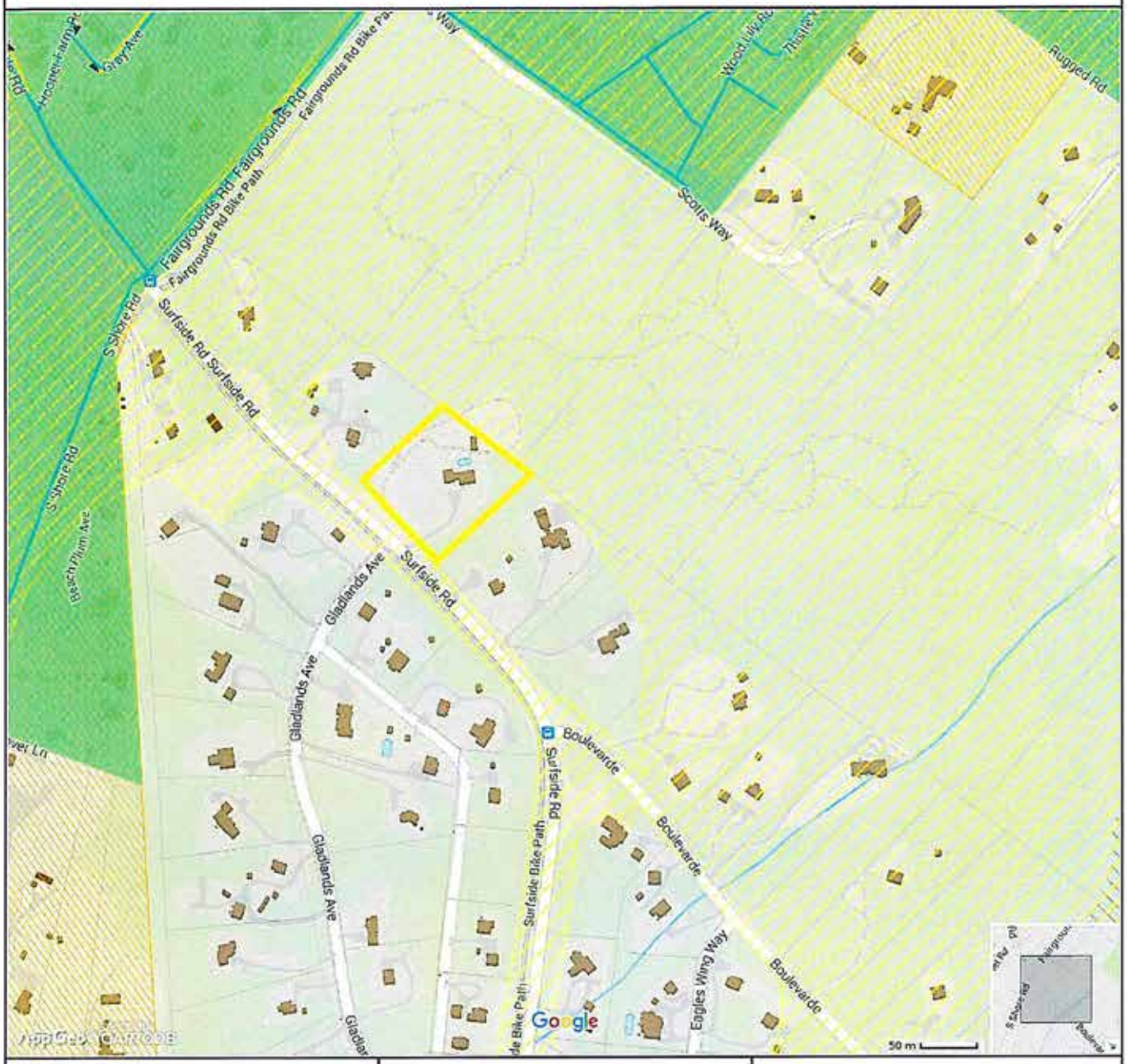
**Last Sale** $1,200,000 on 2013-10-30

**Book/Page** 01410/0205

**Land**

**Area** 1.64 AC






**Property Information**

| | |
|---|---|
| **Property ID** | 67 80 |
| **Location** | 106 SURFSIDE RD |
| **Owner** | GIFFORD WHITNEY A TRST |

MAP FOR REFERENCE ONLY
NOT A LEGAL DOCUMENT

Town and County of Nantucket, MA makes no claims and no warranties, expressed or implied, concerning the validity or accuracy of the GIS data presented on this map.

# IV. PROJECT NARRATIVE

## INTRODUCTION

The Applicant is proposing to construct four apartment buildings and a clubhouse with amenities on approximately 2.5 acres of residentially zoned land at 106 Surfside Road Nantucket Massachusetts (see attached locus map). The Project's central location will enable Surfside Commons residents to walk or bike to the schools, the hospital, the mid-island retail and commercial areas and to many recreational activities. The residential buildings will be organized around a core open space that will be adjacent to a pool, resident amenity area, and a clubhouse/leasing center.

The Project will utilize Chapter 40B. 25% (14 of the total 56) apartments will be designated as affordable. To qualify to rent one of these apartments a household must not earn more than 80% of the Area Median Income ("AMI"). The location of the 14 affordable apartments will be spread evenly throughout the Project and will have the same level of finishes as the market rate apartments. Because the Project is planned as a rental community, all 56 apart ments will count towards Nantucket's affordable housing inventory. Presently, Nantucket has 121 units, or 2.5% of its year-round housing stock, that count towards its affordable housing inventory (see Appendix A). Upon the issuance of a Comprehensive Permit for, and construction of, this number will increase to 177 or 3.6% if no other units are added.

## STANDING BEFORE THE ZONING BOARD OF APPEALS

Based on the issuance of the PEL, the Applicant conclusively meets the jurisdictional requirements of the regulations and has standing before the ZBA, based on the following:

a. Project Eligibility: The Applicant has received a Project Eligibility Letter (the "PEL") dated December 1, 2015 from the Massachusetts Housing Partnership Fund ("MHP") under MHP's Permanent Rental Financing Program that confirms the Project's eligibility and the suitability of the site. A copy of the letter is included in Section II of this booklet. Therefore, the Applicant fulfills the requirement of 760 CMR 56.04(1)(b), which states that "[t]he project shall be fundable under a Subsidizing Agency under a Low or Moderate Income Housing subsidy program". See 760 CMR 54.04(1), which states that compliance with the project eligibility requirements shall be established by issuance of a written determination of Project Eligibility by the Subsidizing Agency.

## LOCAL NEEDS FOR HOUSING

Chapter 40B establishes a state mandate imposed on local cities and towns to allow the construction of low and moderate income housing that requires relief from the otherwise applicable local requirements and regulations when there is a substantial need for low and moderate income housing in the community. A community that has not achieved 10% of its housing stock as affordable based

on the Subsidized Housing Inventory ("SHI") list maintained by the Commonwealth is generally presumed to have such a need. Under these conditions a community is required to issue a Comprehensive Permit to an eligible project, and provide the requested relief so long as the same does not jeopardize the local health and safety of its residents. If a community has not achieved its affordable thresholds the requested waivers must be granted unless the municipality can prove that the planning, health, and safety concerns outweigh the regional housing need. According to the most recent SHI list (Appendix A), Nantucket's SHI is below 10% and Nantucket is not eligible for any of the "safe harbor" provisions set forth in 760 CMR 56.03.

Nantucket has an undeniable shortage of price-appropriate housing for people who work on Nantucket throughout the year. The lack of affordably priced housing is a barrier to a decent quality of life for workers and their families and an obstacle to hiring qualified people for some specialized positions.

According to DHCD and Housing Nantucket, there are 4,896 year round housing units on Nantucket and only 121 affordable units. This is only 2.5% of the year round housing on the island. There are another 6,754 seasonal housing units on Nantucket but they are summer vacation homes and are not available for year round workers.

In the past 10 years, there has been an increase of 2,400 housing units created on the island but only 21 new affordable units were created during that time.

In 2014, Housing Nantucket commissioned RKG Associates, Inc. ("RKG") to produce a housing needs assessment. The 2015 report, Workforce Housing Needs Assessment, eloquently outlines the challenges of strategies for creating housing that meets the needs of the work force on Nantucket.

In their December 1, 2015 Project Eligibility Letter, MHP reiterated the significant lack of affordable housing on Nantucket by saying, "[t]he Town of Nantucket's Subsidized Housing Inventory (SHI) is 2.47%. Nantucket does not currently have a Housing Production Plan ("HPP"). The Town's previous HPP expired in 2014 and other than units permitted under Chapter 40B, no SHI units were added during year 5-year term of the HPP." MHP also stated that "[w]hile the Town's actions to encourage multi-family housing and to address middle-income housing needs are positive, they do not result in a meaningful increase in affordable units and thus do not warrant a conclusion that the project site is not generally appropriate for residential development."

As recently as the December 3, 2015, Inquirer & Mirror, Nantucket Cottage Hospital placed a large ad in the paper looking for housing for their employees saying that, "Nantucket is in the midst of a severe housing crisis."

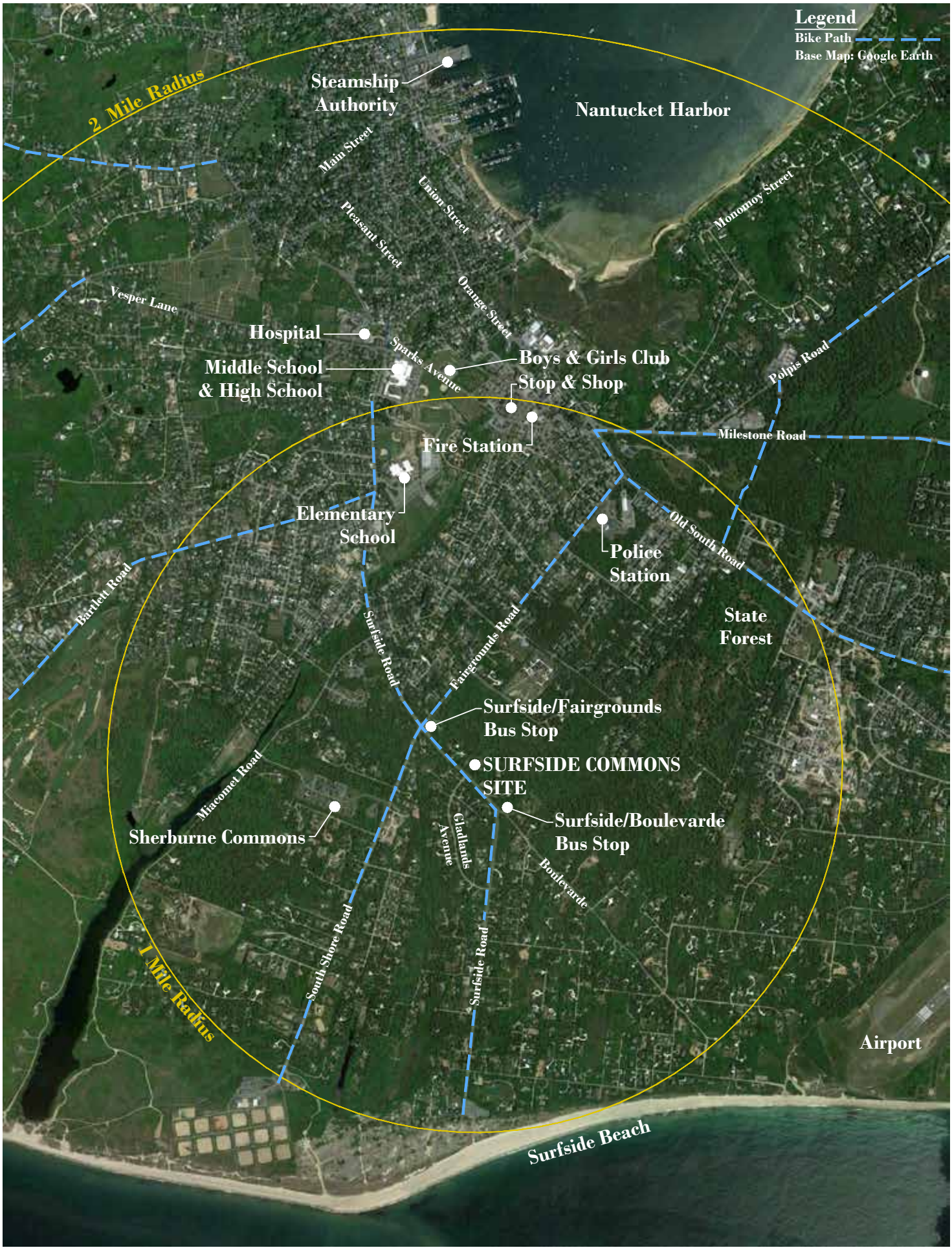
Since the median home price on Nantucket is $1,200,000 and the median family income is $92,800, homeownership is prohibitive for 90 percent of the island's year-round households.

The quality, rental housing proposed at Surfside Commons is desperately needed on Nantucket.

## PROJECT PROGRAM AND SITE CHARACTERISTICS

The Project's apartments will be arranged in two 2-1/2 story multi-family buildings with 13 units each and two 3-1/2 story multi-family buildings with 15 units each. In addition there will be a clubhouse and a pool. The specific mix of apartments will be as follows:

| | BR | 2BR | 3BR | TOTAL |
|---|---|---|---|---|
| Market | 1 | 32 | 9 | 42 |
| Affordable | 1 | 10 | 3 | 14 |
| TOTAL | 2 | 42 | 12 | 56 |


Legend
Bike Path
Base Map: Google Earth
2 Mile Radius
Steamship Authority
Nantucket Harbor
Main Street
Union Street
Pleasant Street
Monomoy Street
Vesper Lane
Orange Street
Hospital
Sparks Avenue
Middle School & High School
Boys & Girls Club
Stop & Shop
Polpis Road
Fire Station
Milestone Road
Elementary School
Old South Road
Police Station
Bartlett Road
State Forest
Surfside Road
Fairgrounds Road
Surfside/Fairgrounds Bus Stop
SURFSIDE COMMONS SITE
Miacomet Road
Sherburne Commons
Gladlands Avenue
Surfside/Boulevarde Bus Stop
Boulevarde
South Shore Road
Surfside Road
1 Mile Radius
Airport
Surfside Beach

TAB V. Requested Waivers

## V. REQUESTED WAIVER TO LOCAL REGULATIONS

Updated version April 6, 2016

The Applicant seeks waivers from the Nantucket's local bylaws and rules and regulations as indicated in the below chart.

The Applicant also requests that waivers be granted from any requirement that the Applicant apply to Nantucket or other municipal boards, commissions, or departments, including, but not limited to, the Public Works Department, Water Commission, Health Department, Historic District Commission, Board of Selectmen, Conservation Commission, Planning and Economic Development Commission, Wannacomet Water Company and Planning Board, if normally required; and the Applicant requests that the Comprehensive Permit be issued in lieu of all of the permits required by the aforementioned boards, commissions and departments, including but not limited to the authorizations of permits and approvals otherwise required to extend and connect to the municipal sewer system and to the water system (whether pursuant to Chapter 396 of Acts of 2008 (the "Act") or otherwise).

If in the course of the hearings it is determined that there are other local bylaws and rules and regulations that would otherwise be applicable to the Project that have not been requested in this application, the Applicant reserves the right to so amend the Requested Waivers.

WAIVERS REQUESTED FROM THE: TOWN OF NANTUCKET, MASSACHUSETTS CODE, AS AMENDED THROUGH APRIL 6, 2015.

http://ecode360.com/NA0948?needHash=true

Surfside Commons

| Sewer and Wastewater Facilities | Requested Waiver |
|---|---|
| **Section 120-1. Payment for use of drains and sewers:** Requires a person who enters his/her particular drain onto a main drain or common sewer, or who by more remote means receives benefit thereby for draining his/her land or buildings to pay certain fees. | Waiver to exempt Applicant from the requirement to pay fees. |
| **Section 120-6. Sewer privilege:** Requires charges to certain owners of land. | Waiver to exempt Applicant from the requirement to pay charges. |
| Signs; Satellite Dishes; Rooflines | Requested Waiver |
| **Section 124-1. Approval required:** The erection or display of an occupational or other sign exceeding two feet in length and six inches in | Waiver from required HDC approval of the sign shown on Applicant's attached plans. |

| | |
|---|---|
| width on any lot must be approved in advance by the Historic District Commission ("HDC"). | |
| **Section 124-7. A. Restrictions:** No residential structure roofline shall exceed 50 feet in horizontal length per elevation. | Waiver to allow Applicant's roofline up to 150 feet in horizontal length per elevation. |
| **Section 124-8. Construction conditioned on approval:** No building or structure shall be constructed or altered within the Nantucket Historic District in any way that affects its exterior architectural features without issuance of a certificate from HDC. | Waiver to allow construction without issuance of a certificate from HDC. |
| **124-9. Permit for razing required:** No building or structure within the Historic Nantucket District shall be razed without first obtaining a permit approved by HDC. | Waiver to allow razing of existing building on the Project site without issuance of a certificate from HDC. |
| Streets and Sidewalks | Requested Waiver |
| **Section 127-1. Permit required:** No person, except in an emergency may contract for, or make any excavation or alteration of any public way, sidewalk or bicycle path without first having received a permit for such alteration or excavation from the Town of Nantucket Department of Public Works and the Board of Selectmen | Waiver to allow excavation and alterations in public ways, sidewalks and bicycle paths to install improvements, including, but not limited to, utilities and connections from the Project to such areas. |
| Chapter 136. Wetlands | Requested Waiver |
| **Section Chapter 136-3. Wetlands:** No person shall commence to remove, fill, dredge, alter or build upon or within any area located within the geographic boundaries of the habitat for rare/significant wildlife and/or fauna without filing written application for a permit. | Waiver from the requirement to submit a written application and receive a permit to the extent otherwise required for the Applicant to remove, alter, or build in any habitat for rare/significant wildlife and/or fauna on the Project site. |
| Zoning Bylaw | Requested Waiver |
| **Section 139-7 B. Use chart; prohibited uses in all districts:** The Use Regulations do not permit Apartment Buildings in the LUG-2 and LUG-3 zones, do not allow more than one Apartment Building per lot and limit Apartment Buildings to a maximum of 8 units. In addition, the following uses are prohibited: | Waiver to allow multiple Apartment Buildings per lot within the LUG-2 and LUG-3 Districts with the number of dwelling units as permitted as part of the Comprehensive Permit. |

| | |
|---|---|
| (1) More than two dwellings or dwelling units per lot except as otherwise allowed in this chapter.<br>(2) Use of a trailer or a building-like container for residential purposes. | Waiver to allow the use of trailers or building-like containers for residential purposes. |
| **Section 139-12 B. Overlay Districts**<br>**The Public Wellhead Recharge District:**<br>Prohibits (i) uses not allowed in underlying zoning and (ii) 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.<br><br>Requires mandatory referral to, and review by, Nantucket Water Commission prior to issuance of any permit and prohibits issuance of building permit or special permit unless a finding has been issued therewith, and the conditions, if any, of such finding are incorporated in said permits. | Waiver to allow all uses not permitted in the underlying zoning and to allow land uses, buildings, and accessory structures, that result in rendering impervious more than 15% or 2,500 square feet of the Project's lot, whichever is greater.<br><br>Waiver from referral requirement. |
| **Section 139-16 A. Intensity regulations:** The applicable intensity regulations are as follows:<br><br>LUG-2<br>• Frontage: 150'<br>• Max ground cover ratio: 4%<br>• Min Lot size: 80,000 sf<br>• Front yard: 35'<br>• Side yard: 15'<br>• Rear yard: 15'<br><br>LUG-3<br>• Frontage: 200'<br>• Max ground cover ratio: 3%<br>• Min Lot size: 120,000 sf<br>• Front yard: 35'<br>• Side yard: 20'<br>• Rear yard: 20' | Waiver to the extent the provided dimensional requirements do not meet the intensity regulations.<br><br>Provided dimensional requirements:<br><br>Frontage: 342' – COMPLIES<br>Max ground cover ratio: 77% - WAIVER<br>Min Lot size: 108,528 sf - COMPLIES<br>Front yard: 10' - WAIVER<br>Side yard: 15' - COMPLIES<br>Rear yard: 48' – COMPLIES<br><br>• Frontage in LUG-2 - COMPLIES<br>• Ground cover ratio 70% - WAIVER<br>• Lot size: 108,528 SF- WAIVER<br>• Front yard in LUG-2 zone - WAIVER<br>• Side yard: n/a no portion of building in LUG-3<br>• Rear yard: n/a no portion of building in LUG-3 |

| | |
|---|---|
| **Section 139-16 A. D. (1) Intensity regulations Regularity Formula:** The regularity factor of any lot shall not be less than 0.55. | ~~Waiver to the extent the lot regularity factor is not met~~. Intensity factor is 0.98 - COMPLIES |
| **Section 139-17 Height limitations Country Overlay District:** Maximum Height of 30'. | Waiver from height limitation to proposed height of 55' - WAIVER~~.~~ |
| **Section 139-18 (6) Off –street parking requirements:** Head-in, ninety-degree parking spaces and forty-five-degree parking spaces shall not be less than nine feet in width and 20 feet in length. | Waiver to ~~the extent the parking spaces shown on the attached plans do not meet the parking dimensional requirements.~~allow parking spaces of 18' in length |
| **Section 139-19. Screening of parking areas, driveways and off-street loading facilities:** Requires screening of parking areas and a special permit to waive such requirements. | Waiver to exempt the Project from the parking screening ~~requirements~~ requirements and substitution of a 4' privacy fence. Waiver from ~~and from~~ the requirement for the issuance of a special permit for such exemption |
| **Section 139-20.1. B. Driveway access, Regulation of driveway access:** Requires Nantucket Department of Public Works approval for new driveway access and compliance with the minimum driveway standards. | Waiver (i) to allow issuance of a new driveway access permit without Nantucket Department of Public Works approval, and (ii) of the required minimum driveway standards. |
| **Section 139-23. Site plan review (SPR)** | Waiver from the requirements of Site Plan Review. |
| ~~**Section 139-26. A. Issuance of building and use permits:** Requires building or use permit having been issued by the Building Commissioner.~~ | ~~Waiver from this requirement~~ |
| **Section 139-28 Occupancy permits** | Waiver from any requirement for a certificate from HDC. |
| Section A301-4. Historic District Commission | Requested Waiver |
| **Section A301-4. Historic District Commission** | Waiver from HDC review requirements and any requirement for the issuance or non-issuance of approvals or certificates from HDC. |
| Section A301-12 Sewer Commission and sewer districts. | Requested Waiver |
| **Section A301-12 Sewer Commission and sewer districts** | Waiver of requirements for Town Meeting approval for extension of sewer district and Board of Selectmen for extension of the sewer system. |

| Nantucket Water Commission and/or Wannacomet Water Company | Requested Waiver |
|---|---|
| **Application for Water Service:** Requires a fee of $3,000.00 per 1" installation. | Waiver of the fee. |

## V. REQUESTED WAIVER TO LOCAL REGULATIONS
### Updated version April 6, 2016

The Applicant seeks waivers from the Nantucket's local bylaws and rules and regulations as indicated in the below chart.

The Applicant also requests that waivers be granted from any requirement that the Applicant apply to Nantucket or other municipal boards, commissions, or departments, including, but not limited to, the Public Works Department, Water Commission, Health Department, Historic District Commission, Board of Selectmen, Conservation Commission, Planning and Economic Development Commission, Wannacomet Water Company and Planning Board, if normally required; and the Applicant requests that the Comprehensive Permit be issued in lieu of all of the permits required by the aforementioned boards, commissions and departments, including but not limited to the authorizations of permits and approvals otherwise required to extend and connect to the municipal sewer system and to the water system (whether pursuant to Chapter 396 of Acts of 2008 (the "Act") or otherwise).

If in the course of the hearings it is determined that there are other local bylaws and rules and regulations that would otherwise be applicable to the Project that have not been requested in this application, the Applicant reserves the right to so amend the Requested Waivers.

WAIVERS REQUESTED FROM THE: TOWN OF NANTUCKET, MASSACHUSETTS CODE, AS AMENDED THROUGH APRIL 6, 2015.

http://ecode360.com/NA0948?needHash=true

Surfside Commons

| Sewer and Wastewater Facilities | Requested Waiver |
|---|---|
| **Section 120-1. Payment for use of drains and sewers:** Requires a person who enters his/her particular drain onto a main drain or common sewer, or who by more remote means receives benefit thereby for draining his/her land or buildings to pay certain fees. | Waiver to exempt Applicant from the requirement to pay fees. |
| **Section 120-6. Sewer privilege:** Requires charges to certain owners of land. | Waiver to exempt Applicant from the requirement to pay charges. |
| Signs; Satellite Dishes; Rooflines | Requested Waiver |
| **Section 124-1. Approval required:** The erection or display of an occupational or other sign exceeding two feet in length and six inches in | Waiver from required HDC approval of the sign shown on Applicant's attached plans. |

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| width on any lot must be approved in advance by the Historic District Commission ("HDC"). | |
| **Section 124-7. A. Restrictions:** No residential structure roofline shall exceed 50 feet in horizontal length per elevation. | Waiver to allow Applicant's roofline up to 150 feet in horizontal length per elevation. |
| **Section 124-8. Construction conditioned on approval:** No building or structure shall be constructed or altered within the Nantucket Historic District in any way that affects its exterior architectural features without issuance of a certificate from HDC. | Waiver to allow construction without issuance of a certificate from HDC. |
| **124-9. Permit for razing required:** No building or structure within the Historic Nantucket District shall be razed without first obtaining a permit approved by HDC. | Waiver to allow razing of existing building on the Project site without issuance of a certificate from HDC. |
| Streets and Sidewalks | Requested Waiver |
| **Section 127-1. Permit required:** No person, except in an emergency may contract for, or make any excavation or alteration of any public way, sidewalk or bicycle path without first having received a permit for such alteration or excavation from the Town of Nantucket Department of Public Works and the Board of Selectmen | Waiver to allow excavation and alterations in public ways, sidewalks and bicycle paths to install improvements, including, but not limited to, utilities and connections from the Project to such areas. |
| Chapter 136. Wetlands | Requested Waiver |
| **Section Chapter 136-3. Wetlands:** No person shall commence to remove, fill, dredge, alter or build upon or within any area located within the geographic boundaries of the habitat for rare/significant wildlife and/or fauna without filing written application for a permit. | Waiver from the requirement to submit a written application and receive a permit to the extent otherwise required for the Applicant to remove, alter, or build in any habitat for rare/significant wildlife and/or fauna on the Project site. |
| Zoning Bylaw | Requested Waiver |
| **Section 139-7 B. Use chart; prohibited uses in all districts:** The Use Regulations do not permit Apartment Buildings in the LUG-2 and LUG-3 zones, do not allow more than one Apartment Building per lot and limit Apartment Buildings to a maximum of 8 units. In addition, the following uses are prohibited: | Waiver to allow multiple Apartment Buildings per lot within the LUG-2 and LUG-3 Districts with the number of dwelling units as permitted as part of the Comprehensive Permit. |

| | |
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| (1) More than two dwellings or dwelling units per lot except as otherwise allowed in this chapter.<br>(2) Use of a trailer or a building-like container for residential purposes. | Waiver to allow the use of trailers or building-like containers for residential purposes. |
| **Section 139-12 B. Overlay Districts**<br>**The Public Wellhead Recharge District:**<br>Prohibits (i) uses not allowed in underlying zoning and (ii) 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.<br><br>Requires mandatory referral to, and review by, Nantucket Water Commission prior to issuance of any permit and prohibits issuance of building permit or special permit unless a finding has been issued therewith, and the conditions, if any, of such finding are incorporated in said permits. | Waiver to allow all uses not permitted in the underlying zoning and to allow land uses, buildings, and accessory structures, that result in rendering impervious more than 15% or 2,500 square feet of the Project's lot, whichever is greater.<br><br>Waiver from referral requirement. |
| **Section 139-16 A. Intensity regulations:** The applicable intensity regulations are as follows:<br><br>LUG-2<br>• Frontage: 150'<br>• Max ground cover ratio: 4%<br>• Min Lot size: 80,000 sf<br>• Front yard: 35'<br>• Side yard: 15'<br>• Rear yard: 15'<br><br>LUG-3<br>• Frontage: 200'<br>• Max ground cover ratio: 3%<br>• Min Lot size: 120,000 sf<br>• Front yard: 35'<br>• Side yard: 20'<br>• Rear yard: 20' | Waiver to the extent the provided dimensional requirements do not meet the intensity regulations.<br><br>Provided dimensional requirements:<br><br>Frontage: 342' – COMPLIES<br>Max ground cover ratio: 77% - WAIVER<br>Min Lot size: 108,528 sf - COMPLIES<br>Front yard: 10' - WAIVER<br>Side yard: 15' - COMPLIES<br>Rear yard: 48' – COMPLIES<br><br>• Frontage in LUG-2 - COMPLIES<br>• Ground cover ratio 70% - WAIVER<br>• Lot size: 108,528 SF- WAIVER<br>• Front yard in LUG-2 zone - WAIVER<br>• Side yard: n/a no portion of building in LUG-3<br>• Rear yard: n/a no portion of building in LUG-3 |
| **Section 139-16 A. D. (1) Intensity regulations** | . Intensity factor is 0.98 - COMPLIES |

| | |
|---|---|
| **Regularity Formula:** The regularity factor of any lot shall not be less than 0.55. | |
| **Section 139-17 Height limitations Country Overlay District:** Maximum Height of 30'. | Waiver from height limitation to proposed height of 55' - WAIVER |
| **Section 139-18 (6) Off –street parking requirements:** Head-in, ninety-degree parking spaces and forty-five-degree parking spaces shall not be less than nine feet in width and 20 feet in length. | Waiver to allow parking spaces of 18' in length |
| **Section 139-19. Screening of parking areas, driveways and off-street loading facilities:** Requires screening of parking areas and a special permit to waive such requirements. | Waiver to exempt the Project from the parking screening requirements and substitution of a 4' privacy fence. Waiver from the requirement for the issuance of a special permit for such exemption |
| **Section 139-20.1. B. Driveway access, Regulation of driveway access:** Requires Nantucket Department of Public Works approval for new driveway access and compliance with the minimum driveway standards. | Waiver (i) to allow issuance of a new driveway access permit without Nantucket Department of Public Works approval, and (ii) of the required minimum driveway standards. |
| **Section 139-23. Site plan review (SPR)** | Waiver from the requirements of Site Plan Review. |
| | |
| **Section 139-28 Occupancy permits** | Waiver from any requirement for a certificate from HDC. |
| Section A301-4. Historic District Commission | Requested Waiver |
| **Section A301-4. Historic District Commission** | Waiver from HDC review requirements and any requirement for the issuance or non-issuance of approvals or certificates from HDC. |
| Section A301-12 Sewer Commission and sewer districts. | Requested Waiver |
| **Section A301-12 Sewer Commission and sewer districts** | Waiver of requirements for Town Meeting approval for extension of sewer district and Board of Selectmen for extension of the sewer system. |
| Nantucket Water Commission and/or Wannacomet Water Company | Requested Waiver |
| **Application for Water Service:** Requires a fee of $3,000.00 per 1" installation. | Waiver of the fee. |

TAB

## VI. DEVELOPMENT TEAM

## VI. DEVELOPMENT TEAM

Surfside Commons has a very qualified Project Team, almost all of the consultants have over 25 years of experience in real estate development. Most team members also have extensive experience in developing and permitting of 40B housing communities and many members of the team have had experience working on development projects on Nantucket. In addition to the projects listed below by the Development Team, please see the websites for the team members for more details and a further listing of projects.

**Sponsor - Surfside Commons LLC, affiliate of Atlantic Development**

Atlantic Development has earned a reputation as one of the most highly experienced and accomplished real estate development firms in New England. They have a proven track record for quality and vision, and a history of outstanding performance.

Atlantic Development specializes in providing dynamic, innovative plans designed to stimulate economic growth in the communities where they develop. Atlantic Development's completed projects, valued at over a half billion dollars, have led to the creation of thousands of jobs, millions of dollars in new real estate tax revenue for the cities and towns where their projects are located, and increased economic activity for local merchants and businesses.
Atlantic Development, as a preferred developer for many of the top companies in the country, works collaboratively to create outstanding retail, senior housing, apartments, restaurants, office buildings, commercial and mixed-use communities.

A partial list of partner companies includes: Target, Avalon-Bay, Lowe's, Wal-Mart, Principal Financial Group, Stop & Shop, TD Bank, Sun Life Financial, Hannaford Bros., Erikson Living, BJ's Wholesale Club, Cape Cod Five, Roche Bros., Dick's Sporting Goods, Petco, Starbucks, and more.

To date, the initiatives of Atlantic Development total over four million square feet of retail, senior housing, apartments, restaurants, office buildings, commercial, and mixed-use communities, including more than 3,000 units of housing.

Surfside Commons LLC
c/o Atlantic Development
62 Derby Street
Hingham, MA 02043
Phone: 781-741-5005 Fax: 781-741-5151
Contact: Donald J. MacKinnon

Email: DJM@AtlanticDevelopment.com
www.AtlanticDevelopment.com

## Architect – John Shesky, John Shesky & Associates

Sheskey Architects is an Architectural and Planning firm based in Quincy, Massachusetts established in 1981. Since that time our firm has designed facilities spanning a variety of industries and building types including more than 7,000 multifamily units.

Sheskey Architects portfolio includes projects throughout the New England area. We have worked with local developers and national firms on a variety of project types from adaptive reuse of existing buildings to master plans and new construction.

Our focus at this time is primarily residential projects of all sizes and types ranging from detached condominiums to large multi-family residential communities.

Following are examples of recent projects:

H + W Apartments - Milton, Massachusetts - The Holland Companies

A 40B project. Ninety apartments in two, three-story, wood-framed buildings with garage parking below. Zoning Board review is underway.

West of Chestnut - Quincy, Massachusetts - Gate Residential

169 apartments in two six-story, wood-framed, mixed-use retail and apartment buildings with garage parking in downtown Quincy. Construction underway.

Queset Commons - Easton, Massachusetts - Douglas King Builders

Fifty Apartments in a three-story wood-framed building with basement level parking below. Construction is underway.

Concord Mews – Concord, Massachusetts – Mill Creek Residential Trust

A 40B project. Three hundred-fifty apartments and condominiums built in fourteen two and three-story wood-framed buildings with integrated garages. A clubhouse and an on-site sewer treatment building are included.

One North of Boston – Chelsea Massachusetts – Gate Residential

A two hundred thirty unit five-story wood-framed residential apartment building above a one- story parking structure.

Mill Wharf Condominium – Scituate, Massachusetts – The Welch Company

Twenty-four residential condominium units above first floor retail and cinema in two three-story wood-framed buildings with covered surface parking.

## Legal Counsel – Steven Schwartz, Goulston & Storrs

Steven Schwartz is a Director, the Co-Chair of the firm's Real Estate Group, and a member of Goulston & Storrs's Executive Committee. Commercial real estate law is the focus of Mr. Schwartz's legal practice. He represents developers and lenders in the acquisition, development, sale, leasing and financing of commercial real estate throughout the United States. He regularly counsels developers on the requirements for satisfying the complex land use and environmental laws and regulations applicable to large-scale commercial projects throughout the New England region. A significant portion of Mr. Schwartz's current development practice involves working with clients on complex multifamily residential projects, including both market rate and affordable developments, large mixed-use projects and 40B projects. Mr. Schwartz represents both sponsors and equity investors in complex real estate joint ventures, and represents owners in mortgage financings. In addition to his involvement with traditional forms of real estate mortgage loans and refinancings, Mr. Schwartz has considerable experience in representing lenders in workouts of troubled real estate loans, including restructurings, deed-in-lieu transactions and foreclosures.

Representative Experience:

- General representation of one of the largest multifamily REITs in the country in all aspects of acquisition, development and financing of numerous multifamily residential communities, including both stand alone and parts of large mixed use developments.
- Representation of real estate fund in its acquisition of more than 75 multifamily, industrial and office properties nationally, totaling more than $1.5 billion.
- Representation of the greater Boston region's leading furniture retailer on all of its real estate related matters, including acquisition and development of destination furniture and family entertainment location, and 1,000,000 square foot warehouse and distribution facility.
- Numerous mortgage loans for national insurance, including financings of significant hotel, office, retail and multifamily properties throughout the New England region.

Goulston & Storrs's work includes permitting in essentially every community in Massachusetts as well as innumerable projects in downtown Boston. In recent years, we have permitted over 30,000 units of housing in Massachusetts (including thousands of affordable units for a range of for-profit and nonprofit clients as Chapter 40B projects). The firm has the Commonwealth's leading practice for large Chapter 40B development. Our 40B experience includes a broad array of projects across the Commonwealth, with local experience on projects including those in Acton, Andover, Bedford, Billerica, Braintree, Brookline, Canton, Cohasset, Concord, Danvers, Dedham, Falmouth, Foxboro, Framingham, Haverhill, Hingham, Hopkinton, Lexington, Lynnfield, Mansfield, Marlborough, Maynard, Natick, Needham, Newton, Peabody, Pembroke, Randolph, Sharon, Sherborn, Shrewsbury, Southborough, Stoughton, Tewksbury, Wayland, Westborough, Westford, Weymouth, Wilmington and Yarmouth. In addition to 40B projects, Goulston & Storrs has worked on numerous mixed income projects, where affordable units are included under inclusionary zoning and other government programs.

In addition to permitting work on 40B projects, Goulston & Storrs has unique depth and breadth in litigating – and in avoiding litigation – over the issues that arise in development under Chapter 40B. We have extensive experience litigating on behalf of 40B developers at all levels including numerous cases at the Housing Appeals Committee, Superior Court and Land Court, Appeals Court and Supreme Judicial Court.

Steven Schwartz
Goulston & Storrs
400 Atlantic Avenue
Boston, MA 02110
Phone: 617-482-1776
Fax: 617-574-4112
www.goulstonstorrs.com

## Legal Counsel – Arthur I Reade, Jr. and Whitney A. Gifford, Reade, Gullicksen, Hanley & Gifford, LLP

Arthur I Reade, Jr. is a graduate of Harvard College, A.B. cum laude, 1959 and of George Washington University Law School, L.L.B., 1963. He received the highest score on the December 1964 bar examination and was admitted to the Massachusetts Bar in 1965. From 1965 to 1985, he practiced law in Boston. Since 1973, a portion of his practice has involved Nantucket land transactions, and since 1985, his practice has been entirely in Nantucket. He is a member of the Nantucket Bar Association and the Real Estate Bar Association of Massachusetts. Mr. Reade is widely respected on Nantucket land use matters; he is a Land Court Examiner and has qualified as an expert witness on title matters in the Land Court and Superior Court.

In addition to his legal practice, Mr. Reade also serves on the Board of Trustees of Nantucket Community Sailing, is former Secretary of the Nantucket Yacht Club, and is of counsel to the Nantucket Cottage Hospital.

Whitney A. Gifford is a graduate of Denison College, B.A., 1985, and of Case Western Reserve University School of Law, J.D., 1988, and was admitted to the Ohio Bar in 1988. His admission to the Massachusetts Bar was in 1994. He is a member of the American, Massachusetts, Nantucket and Ohio Bar Associations. He has visited Nantucket since his childhood, and has practiced law in Nantucket since 1994.

In addition to his legal practice, Mr. Gifford also serves as an Officer of the Nantucket Yacht Club, a Board Member of Nantucket Historical Association, an Advisor to the Nantucket Cottage Hospital, and is a past President of the Nantucket Boys and Girls Club.

With over one hundred years of combined legal experience on Nantucket, the attorneys of Reade, Gullicksen, Hanley & Gifford, LLP offer a full range of legal representation to the Island's year-round and seasonal residents, commercial businesses, and not for profit organizations. Our firm, which concentrates primarily on real estate conveyances, land use, and permitting matters at both the state and local level, also provides legal advice and services relating to landlord/tenant matters, small business formation and administration requirements, general contract drafting and negotiation issues, and probate, estate, and trust matters. We know that your legal matters will vary over the course of your lifetime – some may be simply handled with a few telephone calls, others may be much more complicated and lengthy to resolve. Whatever the requirements, Reade, Gullicksen, Hanley & Gifford, LLP will guide and counsel you. We will coordinate with your architects, surveyors, accountants, and other advisors as needed, in order to provide you with the highest level of professional and competent legal representation in your personal and business transactions.

6 Young's Way

PO Box 269

Nantucket, MA 02584

T: 508-228-3128

F: 508-228-5630

## Civil Engineers – Joshua G. Swerling and William D. Goebel, Bohler Engineering

Bohler Engineering is a multi-disciplined consulting engineering firm with nearly 500 experienced licensed professionals and support staff. Our firm has provided quality civil engineering, surveying, planning, landscape architecture, project management and related site design services throughout the Eastern United States for over 30 years.

Through our 20 offices spanning the East Coast, we assist our clients in navigating the land development process from site evaluation and due diligence to project completion. We strive to understand our clients' business to assist them in meeting their development and financial goals, providing consistent value through the development process.

Over the years and across state lines, Bohler's commitment to quality and customer service remains constant. Our best working relationships range from the largest corporations and developers in the world to single, stand alone businesses, from individual sites to program development work.

Bohler understands that companies succeed when qualified professionals collaborate toward a common goal. Our goal is excellence. Our work, our vision, and our energy focuses around our Core Values, which include Quality, Customer Service, Staff Development, and Efficiency, and lead to excellence in everything we do.

WILLIAM D. GOEBEL, PE, BRANCH MANAGER/PRINCIPAL

Bill has been with Bohler for over 20 years, beginning his career in New Jersey where he helped define the company's growth in both the New Jersey and New York markets, and later moving to Massachusetts as the Branch Manager of the Southborough office. Bill also led the opening of Bohler's Albany, NY and Fort Lauderdale, FL offices while in his position in New England. He continues to lead the development of Bohler's geographic reach.

His daily responsibilities include oversight and management of all operations in the Southborough and Albany offices and incorporating his extensive experience in all aspects of site planning, permitting, subdivision and development related engineering of projects including: institutional, municipal, commercial, multi-family, industrial, and residential. With a hands-on approach, Bill works directly with Bohler project managers and staff to achieve the goal of complete Client satisfaction.

His leadership and commitment to quality have made him a valuable partner and example of the Bohler tradition and Core Values we stand to uphold.

bgoebel@bohlereng.com

EDUCATION:

B.S. Civil & Environmental Engineering, Clarkson University

JOSHUA G. SWERLING, PE, ASSOCIATE/SENIOR PROJECT MANAGER

Josh currently serves as an Associate in Bohler's New England office. As such, he is responsible for project development and design consisting of ongoing client contact throughout projects, as well as detailed design functions and permitting of projects. With over a decade at Bohler and over twenty years in the industry, he has significant experience in site planning, subdivision and miscellaneous engineering on projects throughout New England. Project types include a variety of municipal, commercial, retail, industrial, multi-family, mixed-use and residential. In addition to his technical responsibilities, Josh manages engineering support staff and project contracts.

His specific design experience includes site planning, conceptual layout and traffic circulation, storm sewer design, sanitary sewer design including gravity, force mains and septic systems, storm water management including retention and detention systems, potable water supply distribution & treatment, retaining walls and seawalls, flood plain and stream encroachment analysis, horizontal and vertical roadway alignments, grading, preparation of construction details, earthwork analysis, lighting and landscaping design, preparation of soil erosion and sediment control plans and other miscellaneous related engineering design.

His technical savvy, positive attitude, and dedication make him a valuable asset to the Bohler team and to his Clients.

jswerling@bohlereng.com

B.S. Civil Engineering, Northeastern University

DEP Approved Soil Evaluator

OSHA Forty-Hour

Hazardous Waste

Operation and Emergency Response Certified

Bohler Engineers

352 Turnpike Road

Southborough, MA 01772

Phone: 508-480-9900

MA@BOHLERENG.COM

## Real Estate Consultant, Margaret G. Murphy, Community Resources Group, Inc.

Margaret Murphy is the founder and president of Community Resources Group, Inc. (CRG), a real estate consulting firm that serves the public sector, corporations, colleges, schools, hospitals and real estate firms. Margaret has worked throughout the Northeast since 1989. In the past 26 years, the firm has assisted its clients in permitting more than eight million square feet of retail, office, golf course, college, grocery, senior housing and residential development.

Margaret Murphy and her associates at CRG have led the outreach efforts for many real estate developments throughout the Northeast. They have also managed several town meeting campaigns and worked on many statewide referendums and elections. Their extensive experience and knowledge of permitting, traffic, water, sewer and environmental issues allows them to assist their clients in a number of ways. They have assisted their clients in a number of matters such as managing abutter and neighbor groups, organizing both celebratory and outreach events and a wide variety of research. The firm has also followed a variety of municipal and legislative issue for its clients. They have also managed the approval process for a number of smaller developments in Massachusetts.

Margaret Murphy has also worked with a number of housing activists and organizations including Citizens Housing and Planning Association (CHAPA), Massachusetts Housing Finance Agency, the Massachusetts Department of Housing and Community Development, and the Greater Boston Real Estate Board to increase the production of market rate and affordable housing. She served as the Executive Director of the Affordable Housing Business Coalition.

She has worked on a number of Chapter 40B and Chapter 40R developments throughout the Commonwealth and has assisted her clients in the permitting of over 5,000 units of housing. At the state level, she has worked with other housing activists to promote legislative changes to Chapter 40B that will ensure the continued production of affordable apartments, homes and condominiums.

CRG has prepared a multitude of materials for its clients including PEL and ZBA applications, Power Point and video presentations and other collaterals such as brochures, websites, etc. The firm has worked with municipal entities to produce appropriate Inclusionary Housing Plans.

Margaret's lengthy experience as a local town official and her 26 years as a real estate professional enable her to understand and respond to local issues and concerns. For over 20 years, she has served on a number of local boards and committees in her home town, including nine years on the Needham School Committee, 15 years as an elected Town Meeting Member, Chair of a PIP group for a contaminated site, a member of the Community Preservation Committee and the chair of the Needham Comprehensive Community Housing Committee. She is a member of the League of Women Voters.

88 Edgewater Drive, Needham, MA 02492 Phone: 781-449-6260,

Contact: Margaret Murphy, comres@comcast.net

## 40B Consultant, Michael Jacobs, MHJ Associates

Michael Jacobs has been a practicing professional in the affordable housing filed for over 39 years. In addition to his current consulting practice as principal of MHJ Associates, he has held a range of positions in both the public and private sector, including senior positions at the Boston Housing Authority, the Massachusetts Housing Finance Agency, the ADS Group, a healthcare/assisted living provider and National Development, a commercial and residential real estate development firm.

MHJ Associates provides development and financial consulting on both rental and for-sale projects to public, non-profit and for-profit clients. Services include securing debt and equity as well as providing technical assistance to municipalities and developers in the permitting of comprehensive permit projects throughout Massachusetts. Recent projects have involved both tax-exempt and conventional financing, 4% and 9% Low Income Housing Tax Credits, state LIHTC's, federal and state historic credits and a variety of subordinate debt loan programs. In addition to his consulting practice, Mike serves as a vice chairman of the Brookline Housing Authority and is a member of the Town of Brookline's Housing Advisory Board.

41 Coolidge Street

m.jacobs@mhjassociates.com

phone 617.232.7475

fax 617.879.1617

## Construction Manager-Randy Bern and Peter Koska, Chilton Development

Chilton Development is pleased to offer one of the finest custom built homes and remodeling services available today. Our expertise in producing a home of superior quality and timeless beauty comes from experience in building and remodeling over 150 homes in the past 14 years. Our team is composed of a compliment of builders, civil engineers, landscape architects and on-site supervisors with practical field experience totaling 75 years.

Chilton's primary goal is to establish a tradition of lasting relationships based on trust, quality craftsmanship and customer satisfaction. We at Chilton Development take a great deal of pride in adding our clients' invaluable input to our decades of professional experience to develop the best plan and price possible.

Randy Bern is President and founder of the Chilton Development Company, Randy has been involved in the construction business since he was a very young boy. His family has owned a construction company, a concrete manufacturing company and a real estate management company. After receiving his Bachelor of Science Degree in Civil Engineering from the University of Vermont, he founded Chilton Development 14 years ago. He has been President and CEO ever since and has earned the respect of all of his colleagues and clients.

Peter Koska, Director of Development for Chilton received a Bachelor of Science Degree in Landscape Architecture from the University of Massachusetts. He has continued his education in construction management at Wentworth Institute of Technology. He also has studied construction law at Northeastern University. Mr. Koska received a National Award, presented to him by Nancy Reagan in 1981. He was in charge of construction of the main service building at the Chelsea Navy Yard and the Pavilion in the Shipyard Park at the Charlestown Navy Yard.

Chilton Development Company, Inc.

Ph: 781.878.1113 – Fax: 781.878.1158

Email: info@chiltondevelopment.com

## Public Affairs Consultant, Taylor Howell, HTM Communications

HTM Communications is a public affairs service provider that plans, executes and monitors results of media campaigns and PR initiatives. Taylor Howell, founder and President, oversees the HTM team that collaborates with clients to grow their networks and deliver targeted communication strategies. Services include public affairs consulting, social media optimization, blogging, news releases, video production services, website design, media coverage and expert quotes, speech writing, awards and recognitions, research, writing, brand management and consultation.

Taylor applies her public affairs skills at HTM Communications through her work with a number of Boston-based organizations including, but not limited to, The South Shore YMCA, Scribe Partners, Hint Interactive LLC, KAMM LLC, SmartCode, PES Associates Inc. and Atlantic Development. Recent initiatives included working one-on-one with environmental engineering firm PES Associates Inc. to develop their overall brand strategy and build awareness for their services, this lead to their 2015 Boston Business Journal Best Mixed-Use Project award. In continuation, Taylor developed their marketing strategy and worked to further grow their networks through social media optimization, web design, blogging, brand management and consultation.

Community outreach endeavors include the 2012 U.S. Senate campaign for Scott Brown and public affairs activities with McDermott Ventures LLC for Suffolk Construction, CSX Corporation and The Chiofaro Company.

Taylor serves as a board member for the Thomas Crane Public Library Foundation, using her community outreach experience to serve Quincy Massachusetts residents by strengthening the mission and the resources of the library. In addition, Taylor also serves as the Boston president for Femfessionals LLC; an organization that serves to connect and empower women in business. Her contributions for both organizations are evident through events and outreach programs she oversees and executes.

Taylor Howell

Phone: 781-635-8112

Email: taylor@htmcomms.com

TAB

## VII. SITE & PROJECT INFORMATION

## VII. SITE & PROJECT INFORMATION

### A. EXISTING CONDITIONS

Surfside Commons at 106 Surfside Road will be located along the Surfside Road bike path and close to both the Surfside/Fairgrounds bus stop and Surfside/Boulevarde bus stop. Its central location will enable Surfside Commons residents to walk or bike to the schools, the hospital, and the mid-island retail and commercial areas as well as to many recreational activities. North, south and west of the site, in the immediate area, are residential homes. East of the site is Camp Richard (see 1-Mile Radius plan). North along Surfside Road are the High School, Middle School and Elementary School along with small businesses and restaurants. Approximately 1 mile south is Surfside Beach.

The property is relatively flat and primarily an open field with a single family home. The Applicant has spoken with Housing Nantucket about making the home available to the covenant home program on Nantucket. The existing home has a well and on-site septic system. A majority of the property is zoned LUG-2 with a small portion of the property zoned LUG-3 and the entire property is in the Lower Nantucket Wellhead Protection District. The LUG 2 and LUG 3 zoning districts, subject to applicable regulations, allow the following uses; primary dwelling, secondary dwelling, accessory apartment and garage apartment. There are no wetlands on or near the property. A small, approximately 3,000 SF, area in the easterly portion of the site is designated as NHESP Priority Habitats of Rare Species, the area has been fenced off and no work is proposed in that area. Municipal water and sewer are available near the Surfside Road and Fairgrounds Road intersection. Electric, cable and internet service are available along Surfside Road

## B. PROJECT DESIGN AND PROGRAM DESCRIPTION

Surfside Commons is comprised of four apartment buildings organized around a open space core adjacent to a pool, resident amenity area, and a clubhouse/leasing center. Building sideyard setbacks from adjacent residential properties are at or exceed 15', the same as required in the underlying zoning district.

Vehicular access will be provided through an entry from Surfside Road at the existing entrance to the property across from the Gladlands Avenue entrance. Parking and emergency vehicle access is provided adjacent to each residential building with a looped circulation system.

The Nantucket style clubhouse is designed to be welcoming from both the main access drive and the residential portion of the site. The amenity area and lounge are carefully sited in the clubhouse for convenient use by residents and overlook a pool and recreation area. The attractive exterior design of the clubhouse building combined with the state-of-the-art interior design will encourage residents to gather and will reinforce pedestrian connection across the site.

The residential buildings are designed with a Nantucket feel. The architecture of each residential building is articulated with changes in the exterior wall, including wood shingles, topped by a sloped, asphalt-shingled roof with multiple gables, traditional shingles, bays, and projecting and recessed balconies. The design looks to reduce the mass and scale of the exterior material.

The typical one, two and three bedroom apartment homes are designed with open kitchen/living areas and comfortable bedrooms and bathrooms with large closets. Each unit will have an in-unit washer/dryer and large windows that provide abundant natural light.

The community will include many design elements from the United States Green Building Council. These include the incorporation of high quality low VOC finishes and individual environmental controls. Each unit will also contain modern energy efficient appliances, heating and cooling, and Energy Star lighting fixtures to add to an overall sense of luxury and quality.

The 2-1/2 to 3-1/2 story height with use of the loft area is an efficient use of the buildings and is typical of the neighborhoods on Nantucket. The massing of buildings is in the range of other sustainable compact neighborhoods on the island.

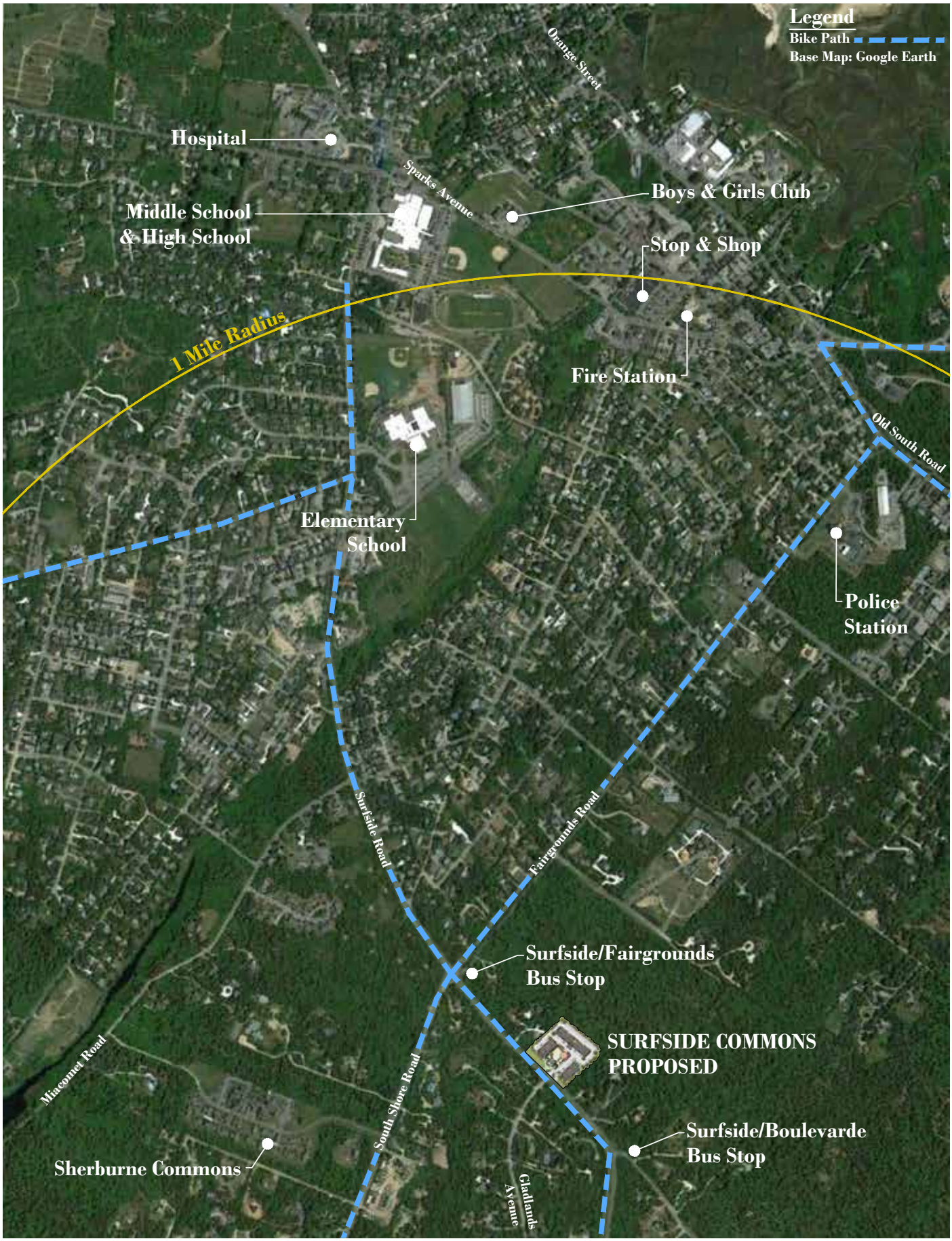
## C. TABULATION of APARTMENTS and SITE SUMMARY

| UNIT STYLE | UNIT DESCRIPTION | UNIT LEASEABLE SF | TOTAL UNITS | TOTAL LEASEABLE SF |
|---|---|---|---|---|
| A | 2 bedroom w/den | 1,336 | 2 | 2,672 |
| B | 2 bedroom w/den | 1,215 | 8 | 9,720 |
| C | 3 bedroom | 1,336 | 6 | 8,016 |
| D | 2 bedroom | 1,333 | 2 | 2,666 |
| E | 3 bedroom | 1,361 | 6 | 8,166 |
| F | 2 bedroom w/den | 1,240 | 8 | 9,92 |
| G | 2 bedroom w/den | 1,360 | 2 | 2,720 |
| H | 2 bedroom | 1,170 | 6 | 7,020 |
| I | 2 bedroom | 1,055 | 8 | 8,440 |
| J | 2 bedroom | 1,170 | 2 | 2,340 |
| K | 1 bedroom | 888 | 2 | 1,776 |
| L | 2 bedroom w/den | 1,322 | 4 | 5,288 |
| | | Total | 56 | 68,744 |

SITE SUMMARY

| | |
|---|---|
| Total Lot Area | 108,528 S.F. |
| Total Building Footprint Area | 27,452 S.F. (25%) |
| Total Parking Space Area | 15,435 S.F. (14%) |
| Total Pave Driveway and Access Ways | 29,177 S.F. (27%) |
| Total Paved Area | 44,612 S.F. (41%) |
| Remaining Open Space Areas | 36,464 S.F. (34%) |

Note: See site plans and architectural plans for location of units and additional detail.


Legend
Bike Path
Base Map: Google Earth
Orange Street
Hospital
Sparks Avenue
Boys & Girls Club
Middle School
& High School
Stop & Shop
1 Mile Radius
Fire Station
Old South Road
Elementary
School
Police
Station
Surfside Road
Fairgrounds Road
Surfside/Fairgrounds
Bus Stop
SURFSIDE COMMONS
PROPOSED
Miacomet Road
South Shore Road
Surfside/Boulevarde
Bus Stop
Sherburne Commons
Gladlands
Avenue

TAB

# VIII PROJECT IMPACTS

# VIII PROJECT IMPACTS

## A. MUNICIPAL SERVICES & UTILITIES

1. SEWER SYSTEM

   The Town has adequate Sewer capacity. Surfside Commons will generate approximately 13,420 GPD of Title V sewer flow. The project will include a gravity sewer system which will flow to an on-site pump station. From there sewage will be transported via a new force main to be installed along Surfside Road and Fairgrounds Road.

2. WATER SYSTEM

   The Town has adequate water supply to accommodate the project. Surfside Commons will be connecting to an existing 12" water main at the intersection of Surfside Road and Fair grounds Road then installing a new water main in Surfside Road with hydrants for fire suppression. The 8/3/2009 Surfside Area Plan "recommends extending the municipal water lines to the Surfside area in order to provide an adequate system of hydrants to aid in fire suppression". This new water main will aid in fire suppression and allow for water service to the surrounding properties.

3. STORMWATER MANAGEMENT

   The stormwater management system for the development will utilize Best Management Practices established by the Commonwealth of Massachusetts.

4. ELECTRIC, CABLE & INTERNET

   Electric, Cable and Internet are available for Surfside Road.

5. PROPANE

   An in ground propane system will be installed to service the community in compliance with all applicable state standards.

## B. CONSTRUCTION IMPACTS

1. NOISE
   No construction activity on the property which may cause noise, vibration, glare, dust, debris, or other detrimental impacts on adjacent lots and will not take place prior to 7:00 am or after 6:00 pm Monday through Friday or prior to 8:00 am or after 5:00 pm on Saturday. No outside construction activity shall take place on Sunday. Contractors will be instructed not to leave vehicles idling to reduce air and noise pollution.

2. AIR QUALITY AND DUST
   Crushed stone at the construction entrance, combined with a vegetation cover and water sprinkling, as necessary, will be employed to control dust.

3. EROSION AND SEDMENTATION CONTROL
   A silt sock system shall be install along the property line downgradient from disturbed areas of the site. These barriers will prevent erosion from entering these areas. The barriers will remain in place and be maintained in good working order until the areas contained within have become stabilized. Track Pads will be established at the construction entrance.

## C. TRAFFIC ANALYSIS

Traffic Assessment Executive Summary by Bristol Traffic & Transportation Consulting starting on next page.

# Proposed Surfside Commons Apartments

106 Surfside Road, Nantucket, MA

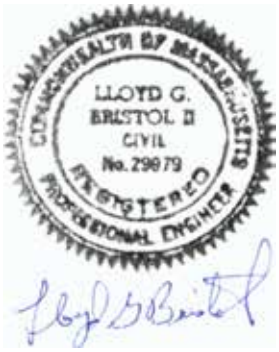
# Traffic Assessment

## Executive Summary

**October 6, 2015**

*Prepared for:*

Atlantic Development
62 Derby Street
Hingham, MA 01581




*Prepared by:*

**BRISTOL TRAFFIC**
**&**
**TRANSPORTATION CONSULTING LLC**
*Traffic Studies, Roadway Designs, Intersection Improvements, Site Designs*

61 Hillsville Road
N. Brookfield, MA 01535
P: 508-867-9048 F: 508-867-9048

# TRAFFIC ASSESSMENT – SURFSIDE COMMONS PROPOSED 56 UNIT RENTAL APARTMENT PROJECT, 106 SURFSIDE ROAD, NANTUCKET, MA

**Prepared By: Bristol Traffic & Transportation Consulting LLC**
**October 6, 2015**
**For: Atlantic Development**

## EXECUTIVE SUMMARY

## 1. INTRODUCTION

Bristol Traffic & Transportation Consulting LLC has conducted this Traffic Assessment for a proposed rental apartment 40B project to be located on the east side of Surfside Road directly across from the Gladlands Avenue intersection. Due to its' proximity to the Nantucket Mid-island area, it will be located less than a mile radius from many town and commercial facilities such as the Elementary Schools, the Post Office, Fire Station, Police Station, Stop & Shop, restaurants, Surfside Beach and a number of small business offices. Just beyond the 1 mile radius are located other amenities such as the Nantucket High School, Cottage Hospital, Boys & Girls Club, Banks, and retail shopping opportunities. Within a 2 mile radius is the entire downtown commercial area and Steamship Authority pier, the airport and numerous beach access points, many of which are connected to the bike path network along the roadways.

This traffic assessment has been prepared for review by the Town of Nantucket review Boards and the Public in general as well as the State 40B Review Agents to assist each in determining the level of traffic that this development may generate. Due to the fact that these apartments are for year round tenants, the majority of whom already live on Nantucket, Surfside Commons should not be considered as entirely new traffic to Nantucket. Instead it will provide housing for many local residents who already drive on the surrounding streets and downtown area with those trips being dispersed on the local street network surrounding the project site. A comparison of site traffic to the existing traffic already using the local street network is provided in Table 4 to indicate the minor percentage change this project will have on traffic in the surrounding community (< 3% increase at Study Intersection).

The traffic related matters addressed in this report are based on discussions with various Nantucket citizens, committee members and the planning staff members. Due to the fact that apartments on average generate approximately two-thirds as many vehicle trips per day as single family residential homes and an existing off-road bike / multi-use path is conveniently located directly across the street from the site, the vehicle trips from this project are anticipated to be significantly reduced during Nantucket's peak summer traffic periods. The Surfside Road multi-use path connects to the schools and to the nearby

Fairgrounds Road and South Shore Road bike paths, making pedestrian and bike travel from this project very attractive.

Also to be included is an assessment of site driveway sight distance adequacy to assure that the site will provide a safe ingress and egress to its' inhabitants and to the traveling public along Surfside Road. Since the only significant intersection in the vicinity of the project site that may experience much of the sites' traffic is the Surfside Road / Fairgrounds Road / S. Shore Road intersection, this traffic report will analyze any potential impact that site trips could possibly make on that location and is considered to be the Study intersection for safety and capacity.

This assessment includes the following subjects:

- Pedestrian access and circulation in the area surrounding the site;
- Sight distance analysis at the site driveway;
- Determination of site generated traffic volumes and their anticipated distribution at the site driveway and at the above mentioned study intersection located approximately 1,000 feet (<0.2 miles) north of the site driveway;
- Presentation of a site traffic estimate comparison to traffic on Surfside Road at the study intersection, based on new peak hour data collected at that intersection August 13$^{th}$ and 15$^{th}$, 2015;
- Capacity Analysis of the study intersection for existing 2015 No-Build traffic and future 2020 No-Build versus 2020 Post-Build traffic Levels of Service;
- Discussion of impact of proximity of the NRTA Bus Stops on Fairgrounds Road at its' intersection with Surfside Road and at the Surfside Road / Boulevarde intersection.

This report documents the findings and conclusions of the traffic assessment for this site. The development entrance / egress being located on Surfside Road directly across from Gladlands Avenue, forming a four-way intersection, will avoid interlocking of vehicles with that side road traffic. Currently the property includes an occupied single family residence with its' driveway located a short distance to the south of the proposed project driveway. The residence will be removed from the site eliminating the trips from the site that exist today. The proposed apartments will be in four buildings with onsite space to include a swimming pool and club house building for tenant activities. The anticipated build-out would likely occur within the next one to two years.

## 1.1 Scope of Study

Based on a review of the area street network it was concluded that this assessment should provide future site trip generation estimates with a comparison of those site volumes to the traffic already traveling at the study intersection. Also a capacity analysis and accident history review of the study intersection will be conducted. The available sight distance at the site driveway for exiting vehicles and for approaching vehicles will be determined to show that the recommended safe stopping sight distance for Surfside Road traffic will be

provided for a safe egress / entrance location. A review will be conducted pertaining to pedestrian and bicycling activity and their connectivity to the surrounding bike path network. Pedestrian and bicycle counts were included in the Study intersection turning movement counts included in Appendix A on sheets that are labeled Peds and Bikes.

Scale: N.T.S.

Photo Source: 2015 Google Earth

| BTTC | 106 SURFSIDE ROAD LOCUS<br>NANTUCKET, MASSACHUSETTS | FIGURE 1 |
|---|---|---|
| | BRISTOL TRAFFIC & TRANSPORTATION CONSULTING, LLC N. BROOKFIELD, MA | |

# 2. EXISTING CONDITIONS

The existing roadways and intersections within the vicinity of the proposed development were evaluated including land uses, geometrics and traffic volumes. The following are brief discussions about the existing roadways and intersections.

## 2.1 Existing Street System

### 2.1.1 Existing Roadways

Surfside Road - Within the vicinity of the proposed development Surfside Road runs generally in a northwest-southeast direction, providing a link between the schools and hospital area to the north and south to the shore and beaches. The pavement width in the vicinity of the project varies between 21 and 24 feet with narrow striped shoulders and a multiuse / bike path located on the west side of Surfside Road extending from the schools to the Surfside Beach parking lot to the south. The speed limit on Surfside Road is 35 MPH.

Fairgrounds Road - Only 1,000 feet north of the site driveway, Fairgrounds Road connects to Old South Road to the east with the Police Station, Town Planning offices and a restaurant and residential parcels located along its length and a multi-use / bike path provided is for its' entire length. Also included is an NRTA bus stop adjacent to the Surfside Road intersection.

South Shore Road – This road extends to the southwest to the shore beaches with a bike path along its' length.

Each of these roadways provides two travel lanes with a mix of land uses consisting of commercial, residential and municipal uses.

Scale: N.T.S.

2015 Photo Source: Google Earth

| | | |
|---|---|---|
| *BTTC* | **Study Intersection – 4Way Stop**<br>**Surfside Road / Fairgrounds Road / South Shore Road**<br>**NANTUCKET, MASSACHUSETTS** | **FIGURE 2** |
| | BRISTOL TRAFFIC & TRANSPORTATION CONSULTING, LLC N. BROOKFIELD, MA | |

### 2.1.2 Existing Adjacent Intersections & Proposed Site Driveway Location.

Surfside Road at Fairgrounds Road / South Shore Road - At this intersection all four approaches are stop sign controlled with pedestrian / bike crosswalks to connect the three bike paths at this study intersection. Sight lines are clear in all four directions from the stopped position, well beyond the required distance for a safe Stopping Sight Distance (SSD) at a 35 MPH speed. This intersection has been analyzed as the Study Intersection due to its' significance and Figure 2 shows the road and bike path layouts.

## 2.2 Existing Traffic Operations

### 2.2.1 Traffic Counts

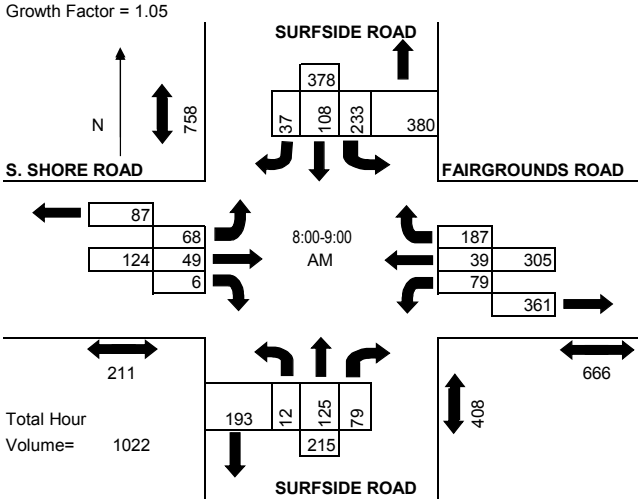
In order to quantify existing peak tourism traffic conditions and identify predominant traffic patterns on Surfside Road near the site, BTTC obtained August 2015 turning movement counts (TMC)'s for the study intersection at Fairgrounds Road / S. Shore Road.

The intersection TMC's were performed on August 13$^{th}$ and 15$^{th}$ during the peak summer season. Weekday counts were collected for the AM peak period (6:00 to 9:00), the Midday period (11:00 to 1:00) and the PM peak period (3:00 to 6:00). The weekend count was conducted on a Saturday for the mid-day peak period (10:00 AM to 2:00 PM).

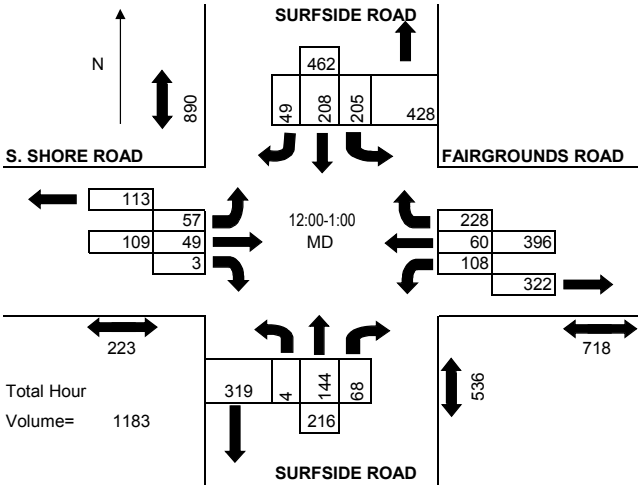
Existing background traffic in the site area is anticipated to grow by 1.0% per year going forward from year 2015 to 2020 without the project trips. This growth rate was agreed to as being reasonable for the project in 2020 by the Planning Transportation Department personnel. Figures 5 & 6 indicate the anticipated traffic volumes at the study intersection in year 2020 without the site project trips being added. These volumes allow one to analyze the site traffic impacts in year 2020 when the site should be completed with full occupancy compared to traffic in 2020 if the project trips are not present.

## Surfside Road at Fairgrounds Road / South Shore Road
## Future No-Build 2020 Weekday AM, MD, PM Peak Hour Turning Movement Counts

Nantucket, MA - Surfside Rd. at Fairgrounds Rd. / S. Shore Rd.
Turning Movements for One hour Starting with 8:00 AM (Vehicles)
Counts conducted by Precision Data Industries - Thurs. 8-13-15 Weather: Clear
Growth Factor = 1.05




Turning Movements for One hour Starting with 12:00 PM (Vehicles)
Counts conducted by Precision Data Industries - Thurs. 8-13-15 Weather: Clear




Turning Movements for One hour Starting with 4:00 PM (Vehicles)
Counts conducted by Precision Data Industries - Thurs. 8-13-15 Weather: Clear

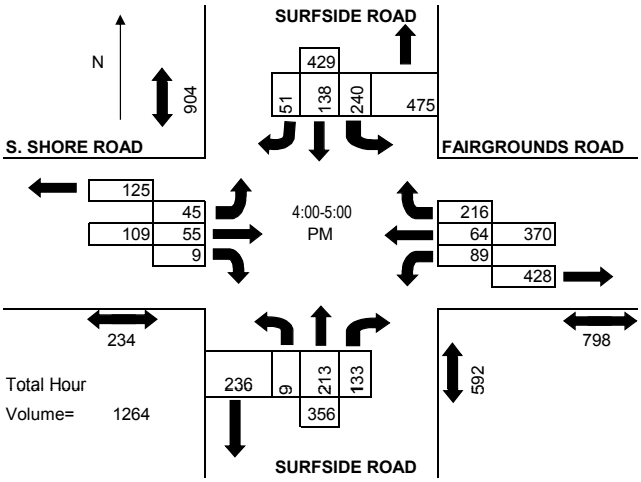



Figure 5

BTTC 21500104

Compiled By: Bristol Traffic + Transportation Consulting, LLC

## Surfside Road at Fairgrounds Road / South Shore Road
## Future No-Build 2020 Saturday Midday Peak Hour Turning Movement Count

Nantucket, MA - Surfside Rd. at Fairgrounds Rd. / S. Shore Rd.
Counts conducted by Precision data Industries - 8-15-2015
Growth Factor = 1.05

Turning Movements for One hour Starting with 10:45 AM

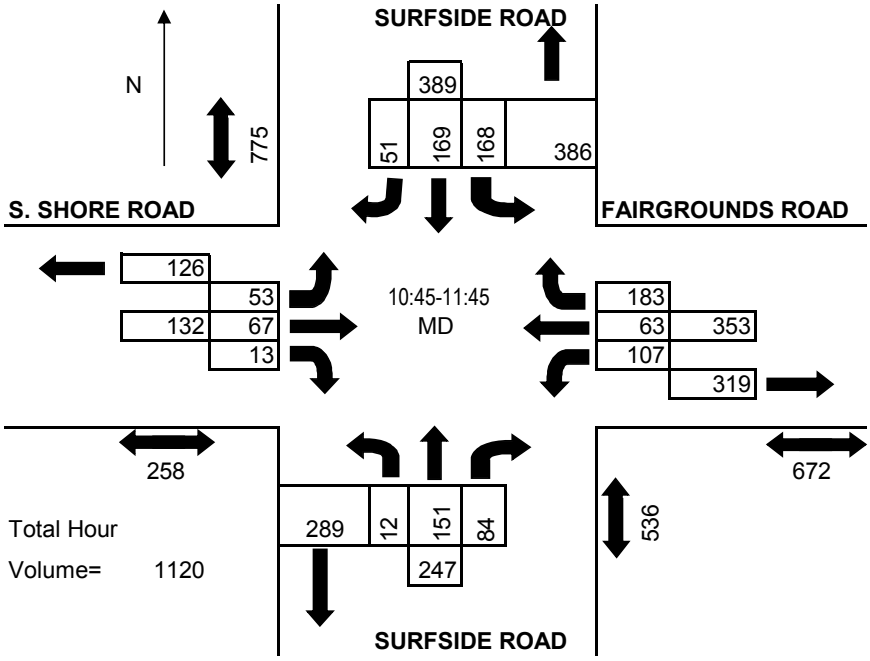



Figure 6

BTTC 21500104

Compiled By: Bristol Traffic + Transportation Consulting, LLC

## 2.3 Existing Sight Distance

The stopping sight distance at the proposed site driveway was checked by BTTC using the survey topographic plans north of the site along Surfside Road and available GIS information along with site photographs. These sources verified that the small vertical curve between the site driveway and the study intersection and a horizontal curve to the south would not obstruct the drivers view at a distance less than the required safe Stopping Sight Distance (SSD). Surfside Road has a straight alignment in both directions to beyond the recommended SSD thereby not obstructing the drivers view for long distances. Surfside Road is also relatively flat with a small percentage slope (1% to 2%) downhill to the south and uphill to the north. In both directions any vertical change in grade is at a distance from the site driveway that well exceeds the recommended SSD and does not impair sight lines at the driveway.

Two types of sight distance[1] lengths for intersecting roadways or driveways as recommended by the *American Association of State Highway and Transportation Officials (AASHTO)* are the Intersectional Sight Distance (ISD) and Stopping Sight Distance (SSD). Even though ISD is longer and is desirable to improve intersection operational efficiency, the minimum requirement for safety is the SSD.

The posted speed limit is 35 mph on Surfside Road. The minimum stopping sight distance requirements set forth in the AASHTO publication indicates that for a 35 mph approach speed the SSD for oncoming traffic to safely stop is 250 feet, whereas for a 40 mph travel speed the SSD needed is 305 feet. ISD for left turn, the worst case movement, is 390 feet and 435 feet for those same travel speeds. Table 1 shows a comparison of the required to actual SSD and ISD available at the two site driveways for 35 mph.

**Table 1**
**EXISTING Stopping Sight Distance & Intersection Sight Distance**

| Location / Direction | AASHTO Criteria 35 MPH | | Available Distance | | Satisfied/ Not Satisfied |
|---|---|---|---|---|---|
| | SSD | ISD | SSD | ISD | |
| **Surfside Road at Driveway** | | | | | |
| ***To North*** | 250' | 335' | >400' | >450' | Satisfied |
| ***To South*** | 250' | 390' | >400' | >450' | Satisfied |

The site driveway ISD is measured back from the edge of travelway where the drivers eye would view the oncoming traffic in the far lane to the right for southbound traffic and in the near lane to the left for northbound traffic. To assure that the line of sight is clear, a triangular area of vegetation will be trimmed on each side of the proposed site driveway to make sure the sight lines are clear.

[1] *American Association of State Highway and Transportation Officials (AASHTO, A Policy On Geometric Design of Highways and Streets, 2011).*

Although Surfside Road is posted for 35 mph, based on the information provided in Table 1 the available sight distances for the site driveway location exceeds the AASHTO minimum SSD and ISD requirements for 40 mph.

## 2.4 Pedestrian Access and Circulation

Currently there is a multiuse / bike path on the west side of Surfside Road that connects to the study intersection where that path continues north to the schools and Sparks Avenue and south to the Surfside Beach parking lot. At the study intersection the path connects with the South Shore Road multiuse / bike path continuing southwest to the shore and beaches and connects with the Fairgrounds Road multiuse / bike path to the east (see Figure 2), which also connects to the Old South Road multiuse / bike path. To access the Surfside Road path pedestrians and bicyclists can cross Surfside Road to the west side and continue on the bike path network throughout the area. A pedestrian crosswalk and crossing signs will be installed on the Souteast side of the site driveway, if deemed appropriate by the review agencies, to make drivers aware of the potential for pedestrian crossings.

The NRTA bus currently stops on the north side of Fairgrounds Road a very short distance from Surfside Road with a bench for riders to sit while awaiting bus arrival. This bus stop is only 1,000 feet north of the proposed project site, less than 0.2 miles or just over 4 minutes walking distance. Pedestrians or bicyclists can walk or ride to this stop from the site and take the bus for the Miacomet or Surfside Beach routes during peak tourism summer season, transported into the downtown section of town or to the Surfside Beach parking lot. A second, closer bus stop on the Surfside Beach NRTA route is located at the Surfside Road / Boulevarde intersection only 700 feet away, less than a 3 minute walk from the project site driveway, with that route traveling from the beach parking lot into downtown Nantucket.

## 2.5 Accident Research and Analysis

### 2.5.1 Accident Data

This corridor was studied to identify safety deficiencies. Accident data was requested from and provided by *MassDOT* for the most recent 3 year period of 2011, 2012 and 2013. A search of this data indicates there were no reported accidents at either the Study intersection or Surfside Road at Gladlands Road intersection or near to those intersecitons.

# 3 TRIP GENERATION AND DISTRIBUTION

## 3.1 Analysis Methodology and Assumptions

Potential Site Traffic has been estimated in order to determine the extent of change in traffic conditions caused by the development of this project. In order to make this determination, the following assumptions and methodology were employed:

*Existing background traffic in the site area will grow by 1.0% per year going forward from year 2015 to 2020 without the project trips. This growth rate was agreed to as being reasonable for the project in 2020 by the Planning Transportation Department personnel (see Figures 5 & 6).*

*Traffic generation estimates for the project were prepared using the Institute of Transportation Engineers publication titled Trip Generation Manual, 9th Edition, 2012.*

*Trip distribution directional splits for site traffic entering and exiting the site on Surfside Road follow the existing count percentages for north and east traffic volumes based on the Study intersection split in traffic (see Figures 7 through 10 for site driveway and study intersection site trip movements). To the south most traffic is to residential parcels and the beach areas with a portion of the new site trips anticipated to use the bike path, the NRTA stop on Fairgrounds or at Boulevarde and along both Fairgrounds Road and Surfside Road to access the many amenities available on those routes.*

*Cumulative traffic for the proposed project on the existing conditions 2020 study intersection were then determined by superimposing the project-generated traffic onto the existing traffic expanded to the year 2020 Build scenario (see Figures 11 & 12).*

## 3.2 Trip Generation And Distribution

Trip generation estimates were prepared for the proposed development. The traffic estimates were determined using the *Institute of Transportation Engineers publication entitled Trip Generation Manual, (TGM)*[2]. Various studies have determined that particular land uses such as supermarkets, office buildings, and residential land uses, exhibit certain traffic volume characteristics. Some of these characteristics include: 1) Total entering and exiting volume within a 24-hour period; and 2) Peak hour traffic characteristics. The traffic generation data is then compared to specific land use characteristics such as: the number of dwelling units, the number of parking spaces, and/or the gross square footage of proposed buildings. This data was utilized to develop site-specific traffic volumes for this project.

**Table 3**
**ITE TRIP GENERATION PER LAND USE CODE (2-Way Enter & Exit)**

| ITE Use Code | Description | AM Peak Hour Trip Ends | MD Peak Hour Trip Ends | PM Peak Hour Trip Ends | Saturday Peak hour Trip Ends |
|---|---|---|---|---|---|
| 220 | Apartment | 33 | 49 | 49 | 42 |

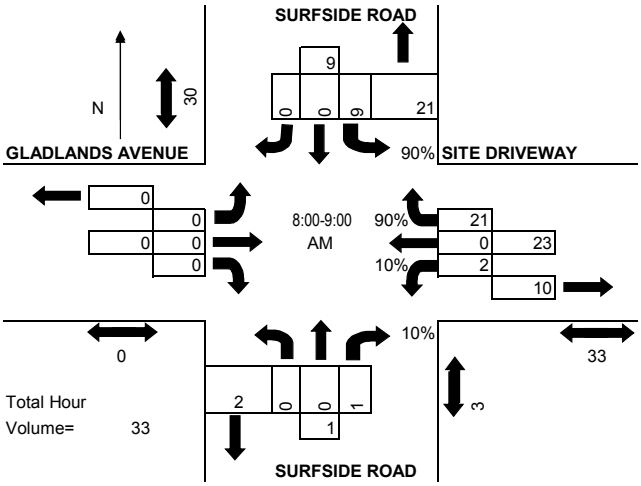
Please note that Table 3 Trip Ends include a trip to the site and another trip exiting the site. Actual vehicle counts are one-half of these numbers.

A year round rental apartment project will draw many occupants from the current residents on Nantucket due to a shortage of economical housing units, thus many of the projected tenants are currently driving on the streets of Nantucket and should minimize the new trips arriving via ferry in the downtown areas. It is also anticipated that with excellent pedestrian, NRTA and bike access, more people will travel from and to the site without using a car, especially during the highest traffic periods during summer months.

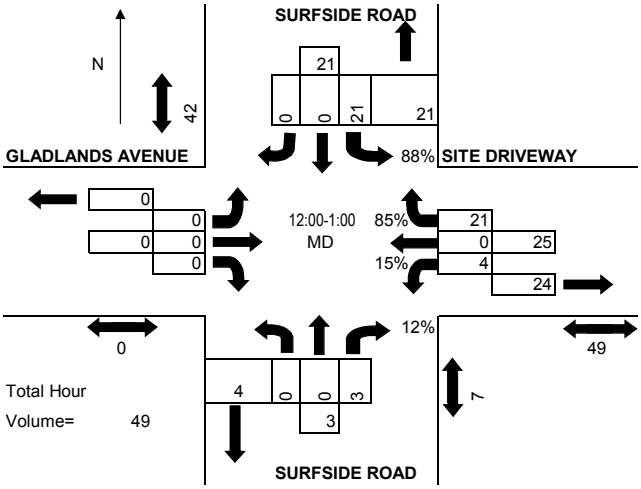
The following Figures 7 and 8 show the ITE estimated site driveway trips with the distribution following approximate current trends for traffic and an estimated percentage of trips that will use the south direction to access the Surfside Beach area during the analysis period of peak summer months. Figures 9 and 10 show the site trips assigned to the study intersection at Fairgrounds Road based on existing directional traffic splits during the count periods and the anticipated partial use of bicycles and NRTA in the vicinity of the project, to avoid traffic congestion during peak summer months.

**Surfside Road at Site Driveway / Gladlands Avenue**
**Site Driveway Build Weekday AM, MD, PM Peak Hour Turning Movements**
**Assume Weekdays 20% of these trips will be by bike or bus, not vehicular trips.**

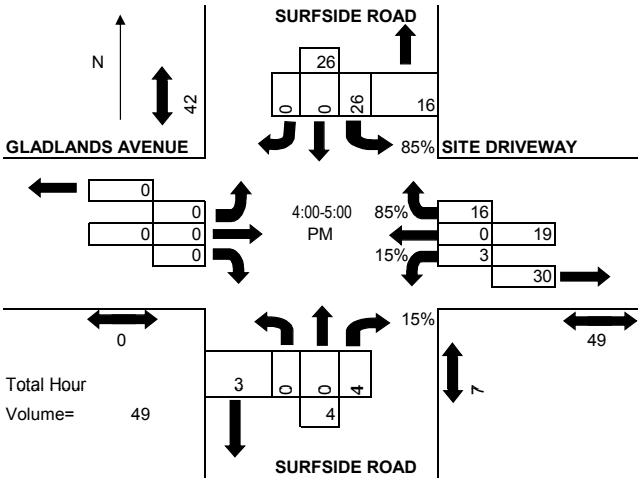
Nantucket, MA - Surfside Rd. at Site Driveway estimated site trips
Turning Movements for One hour Starting with 8:00 AM (Vehicles)




Turning Movements for One hour Starting with 12:00 PM (Vehicles)




Turning Movements for One hour Starting with 4:00 PM (Vehicles)




See Appendix B for ITE site trip calculations

Figure 7

BTTC 21500104

Compiled By: Bristol Traffic + Transportation Consulting, LLC

## Surfside Road at Site driveway / Gladlands Avenue
## <u>Site Driveway</u> Build Saturday Midday Peak Hour Turning Movements
## Assume Weekends 25% of these trips will be by bike or bus, not vehicular trips.

Nantucket, MA - Surfside Rd. at Site Driveway estimated site trips

Turning Movements for One hour Starting with 10:45 AM

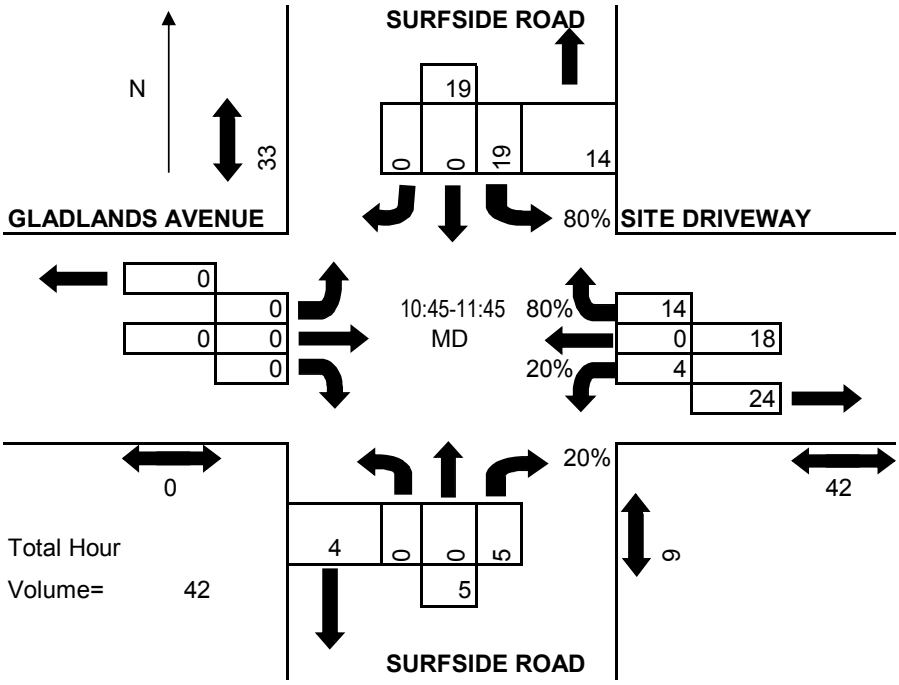



Figure 8

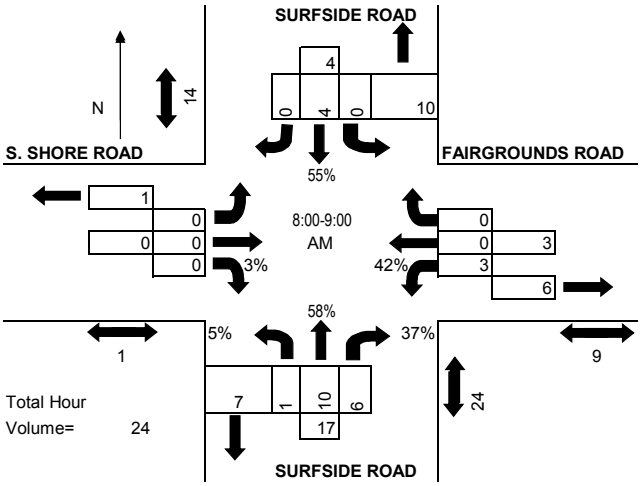
See Appendix B for ITE site trip calculations.

BTTC 21500104

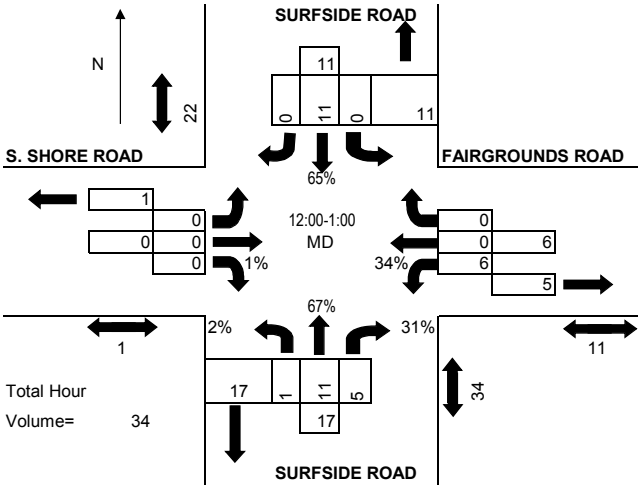
Compiled By: Bristol Traffic + Transportation Consulting, LLC

## Surfside Road at Fairgrounds Road / S. Shore Road
## Site Assigned Vehicle Trips Build Weekday AM, MD, PM Peak Hour Turning Movements

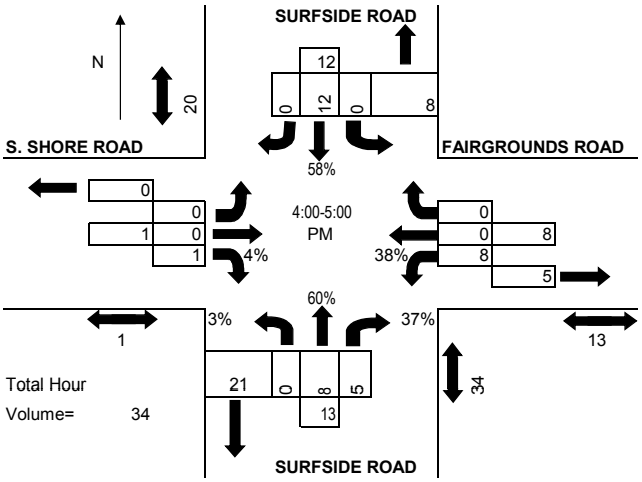
Nantucket, MA - Surfside Road at Study Intersection estimated site trips
Turning Movements for One hour Starting with 8:00 AM (Vehicles)




Turning Movements for One hour Starting with 12:00 PM (Vehicles)




Turning Movements for One hour Starting with 4:00 PM (Vehicles)




See Appendix B for ITE site trip calculations

Figure 9

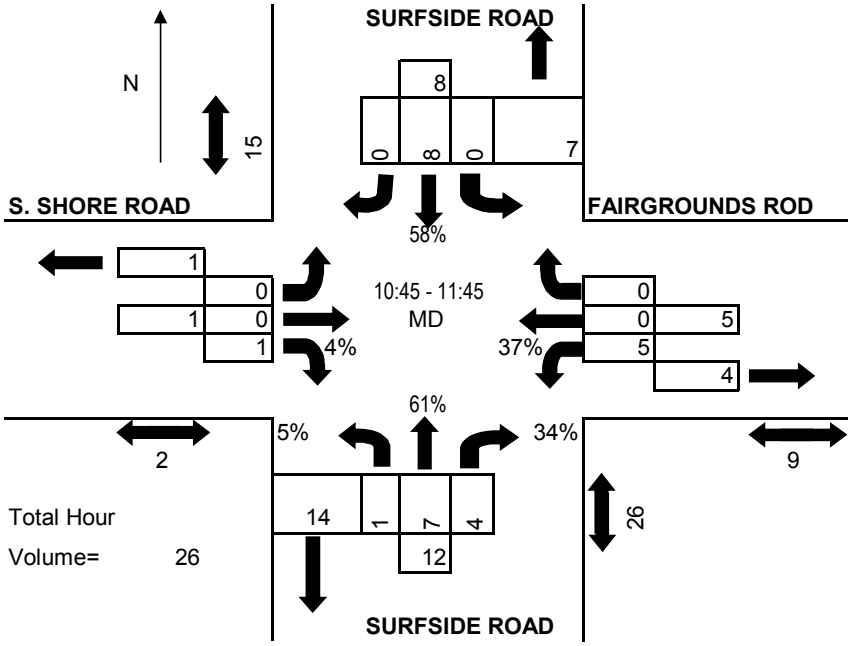
BTTC 21500104

Compiled By: Bristol Traffic + Transportation Consulting, LLC

## Surfside Road at Fairgrounds Road / S. Shore Road
## <u>Site Assigned Vehicle Trips</u> Build Saturday MD Peak Hour Turning Movements

Nantucket, MA - Surfside Rd. at Study Intersection estimated site trips

Turning Movements for One hour Starting with 10:45 AM PM Vehicles




See Appendix B for ITE site trip calculations

BTTC 21500104

Figure 10

Compiled By: Bristol Traffic + Transportation Consulting, LLC

Table 4 compares the new site generated trips at the study intersection to the existing traffic volumes already traveling through the study intersection in year 2020.

**Table 4**
**NEW SITE TRIPS VS. 2020 NO-BUILD TRAFFIC VOLUMES AT THE STUDY INTERSECTION.**

| Intersection | Peak Period | 2020* Existing Vol | New Build Site Trips | Increase |
|---|---|---|---|---|
| Surfside Rd/Fairgrounds Rd/S.Shore Rd | Weekday AM | 1022 | 24 | **2.3%** |
| | Weekday MD | 1183 | 34 | **2.9%** |
| | Weekday PM | 1264 | 34 | **2.7%** |
| | Saturday Midday | 1120 | 26 | **2.3%** |

*Total traffic traveling through study intersection during 1 hour peak period. See Figures 5, 6, 9, 10.

The results in Table 4 indicate that the proposed development will add a rather minor change in the amount of traffic traveling through the area near the site during the busiest season of the year. This indicates the minor impact, under 3% additional traffic during each of the peak hours of travel, that this project will have on the existing traffic operations in the area.

### 3.4 Highway Capacity Analysis at Study Intersection

Using the 2015 and Future 2020 Existing Conditions No-Build and Build Peak Hour turning movement counts the existing and future conditions capacity analysis was performed on the Study Intersection for the weekday AM, MD and PM and Saturday MD peak hours. The results of these analyses are shown in Table 5 through 7 and the printouts can be found in Appendix D of the full report.

Capacity analysis assesses traffic operations in terms of Level of Service (LOS) that is a concept developed by transportation engineers to quantify the level of operation of intersections and roadways. LOS measures are classified in grades "A" through "F" indicating a range of operation from LOS "A", signifying the least congested level of operation, to "F", the worst.

Level of Service for an unsignalized intersection is defined in terms of delay, which is known as control delay. This criteria is given in Table 5.

**Table 5 – Level-of-Service Criteria for Stop Controlled Intersections**

| LEVEL OF SERVICE (LOS) | AVERAGE CONTROL DELAY (S/VEH) |
|---|---|
| A | ≤10 |
| B | >10 and ≤15 |
| C | >15 and ≤25 |
| D | >25 and ≤35 |
| E | >35 and ≤50 |
| F | >50 |

Generally, LOS "D" is considered the threshold limit of acceptable operation for an unsignalized intersection.

The existing and future LOS at the Study Intersection (calculations included in Appendix D of the full report) has been evaluated for the previously defined weekday AM, MD and PM Weekday and Saturday MD Peak hours. The findings of the capacity analyses are summarized in Tables 6 through 8.

### 3.4.1 Existing Intersection 2015 LOS for No-Build Condition

**Table 6**
**2015 Existing Conditions No-Build Levels of Service**

| | AM PEAK | | MD PEAK | | PM PEAK | | SAT MD PEAK | |
|---|---|---|---|---|---|---|---|---|
| Intersection /Movement | LOS[b] | DELAY[c] | LOS[b] | DELAY[c] | LOS[b] | DELAY[c] | LOS | DELAY |
| **Surfside Rd. at Study Intersection** | | | | | | | | |
| NB Approach | B | 13.7 | C | 17.0 | E | 39.2 | C | 16.1 |
| SB Approach | C | 21.9 | F | 51.0 | F | 105.3 | D | 26.9 |
| EB Approach | B | 12.5 | B | 14.7 | C | 16.8 | B | 13.5 |
| WB Approach | C | 18.5 | D | 30.9 | E | 48.8 | C | 22.0 |

[a] Volume to Capacity Ratio
[b] Delay in Seconds per Vehicle
[c] Level of Service

### 3.4.2 Future Intersection 2020 LOS for No-Build Condition

**Table 7**
**2020 Existing Conditions No-Build Levels of Service**

| | AM PEAK | | MD PEAK | | PM PEAK | | SAT MD PEAK | |
|---|---|---|---|---|---|---|---|---|
| Intersection /Movement | LOS[b] | DELAY[c] | LOS[b] | DELAY[c] | LOS[b] | DELAY[c] | LOS | DELAY |
| **Surfside Rd. at Study Intersection** | | | | | | | | |
| NB Approach | B | 15.0 | C | 18.5 | F | 50.6 | C | 18.2 |
| SB Approach | D | 26.1 | F | 71.8 | F | 146.2 | D | 34.6 |
| EB Approach | B | 13.3 | C | 15.4 | C | 18.0 | B | 14.6 |
| WB Approach | C | 21.4 | E | 37.4 | F | 63.6 | D | 26.8 |

[a] Volume to Capacity Ratio
[b] Delay in Seconds per Vehicle
[c] Level of Service

### 3.4.3 Future Intersection 2020 LOS for Build Condition

**Table 8**
**2020 Existing Conditions Build Volumes Levels of Service**

| | AM PEAK | | MD PEAK | | PM PEAK | | SAT MDPEAK | |
|---|---|---|---|---|---|---|---|---|
| Intersection /Movement | LOS[b] | DELAY[c] | LOS[b] | DELAY[c] | LOS[b] | DELAY[c] | LOS | DELAY |
| **Surfside Rd. at Study Intersection** | | | | | | | | |
| NB Approach | C | 16.3 | C | 20.2 | F | 59.3 | C | 19.9 |
| SB Approach | D | 28.7 | F | 84.6 | F | 161.6 | E | 39.7 |
| EB Approach | B | 13.7 | C | 15.7 | C | 18.5 | C | 15.2 |
| WB Approach | C | 23.2 | E | 41.0 | F | 72.9 | D | 29.6 |

[a] Volume to Capacity Ratio
[b] Delay in Seconds per Vehicle
[c] Level of Service

A review of Tables 6 and 7 indicates that the study intersection has deficiencies during both the 2015 and 2020 No-Build peak periods. Obviously during the 2020 Build scenario the levels do not improve, however they only increase by moderate levels of delay. This indicates that during summer peak periods the existing Study intersection handles sizable volumes of traffic and with the small <3% increase from the site it will only change delays

by a moderate amount. Perhaps in the future, due to the significant Surfside southbound left turns and Fairgrounds westbound heavy right turns, the study intersection might be a candidate for upgrade to a roundabout or other improvement.

## 4. SITE TRAFFIC MITIGATION RECOMMENDATIONS

### 4.1 Surfside Road at Site Driveway

Vegetation will be removed at both sides of the site driveway to enhance sight lines to greater than the distance required for a speed of 40 mph on Surfside Road for both Stopping Sight Distance and the desirable Intersection Sight Distances for that speed.

### 4.2 Pedestrian / Bike Path to NRTA Stops at Fairgrounds or Boulevarde.

Since this project is not expected to produce any significant increases in traffic to the area, as is indicated in Table 4 with less than a 3% increase in peak summer peak hour traffic periods, it is not deemed necessary to make any intersection or roadway improvements to increase capacity. Deficiencies do exist in capacity at the study intersection without the site traffic, not due to the site traffic. Instead, this project includes improvements that will enhance pedestrian and bicycle activity in the area, thereby reducing overall vehicle use.

A new pedestrian crosswalk will be painted and pedestrian crossing signs added to cross Surfside Road on the east side of the proposed site driveway to provide site pedestrians and bicyclists with a safe crossing to the existing Surfside Road Bike Path located on the south side of Surfside Road. This will help entice the apartment residents to utilize the pedestrian / bike path to the Surfside Beach to the south and to the many commercial and municipal facilities to the north, including the schools and playground areas. It will also encourage residents to take the 4 minute walk to the existing NRTA bus routes either starting at Fairgrounds Road or at Boulevarde, only a 3 minute walk south from the site.

## 5. STUDY CONCLUSIONS

The project traffic was analyzed for a 56 Unit apartment complex that will be deemed by the state as affordable housing per Chapter 40B. The analysis indicates that the Surfside Road area will see only a small increase in traffic from this project ranging from 2.3-2.9% over existing condition volumes in year 2020 during peak summer periods at the study intersection. Most of the residents of this development are already using many of the businesses in the area or they are already traveling through various roadways on Nantucket and the majority will be current residents of the island. This year round rental of single to 3 bedroom units will provide a much needed source of affordable housing and will only add a minor amount of traffic on the street network surrounding the site. The analysis utilized ITE trip generation statistics, however these trip generation estimates are believed to be conservative and many residents are believed to be candidates for using the NRTA and Bike Path network surrounding the project site during peak summer months.

Based on the study analysis, it is believed that this project will have only a minor impact on the area road network, with most of the site residents coming from the existing traffic flow already on Nantucket. The sight distance analysis summarized in Table 1 verifies that the proposed driveway location will be safe and appropriate. Overall this site development will have little if any impact on the surrounding streets during the busiest summer period of the year.

## A. DHCD Chapter 40B Subsidized Housing Inventory (SHI)

[INSERT]

**Table 12. Nantucket's Chapter 40B Inventory (2015)**

| Development | Location | Housing Type | SHI Units | Restriction Expires | Subsidizing Agency |
|---|---|---|---|---|---|
| Miacomet Village I | 3 Manta Drive | Rental | 10 | Perpetual | DHCD |
| Miacomet Village I | 3 Manta Drive | Rental | 12 | Perpetual | DHCD |
| Miacomet Village II | Norquarta Drive | Rental | 19 | 5/1/2047 | FHLBB, RHS |
| Housing Authority | Benjamin Drive | Rental | 5 | Perpetual | HUD |
| Academy Hill School | Westminster St. | Rental | 27 | 12/1/2016 | MassHousing, HUD |
| Landmark House | 144 Orange St. | Rental | 18 | 2015* | HUD 202, RHS |
| Landmark House II | Orange St. | Rental | 8 | 2041 | FHLBB, HUD |
| DMH Group Homes | Confidential | Rental | 5 | N/A | DMH |
| Norquarta Drive | Norquarta Drive | Rental | 2 | Perpetual | DHCD |
| Dartmouth Street | Dartmouth Street | Rental | 2 | Perpetual | Town of Nantucket |
| Norwood Street | Norwood Street | Rental | 1 | Perpetual | Town of Nantucket |
| Irving Street | Irving Street | Rental | 1 | Perpetual | Town of Nantucket |
| Clarendon Street | Clarendon Street | Rental | 1 | Perpetual | Town of Nantucket |
| Abrem Query | 2-4-6-8 Folger Ave | Own | 7 | Perpetual | FHLBB |
| Beach Plum Village | 15-19 Rugged Rd; 6-8 Scotts Ways | Own | 3 | Perpetual | MassHousing |

Sources: DHCD, Housing Nantucket

## B. SITE CONTROL DOCUMENTS

From the Office of:
Jonathan W. Harlow, Jr.
Fellman Law Group, P.C.
54 Jaconnet Street
Newton, MA 02461

STANDARD FORM
PURCHASE AND SALE AGREEMENT

This ___ day of August, 2015.

1. PARTIES

**Whitney A. Gifford, Trustee of Nantucket 106 Surfside Road Realty Trust**

(the "**SELLER**") agrees to sell, and

**Surfside Commons, LLC,** a Massachusetts limited liability company

(the "**BUYER**") agrees to BUY, upon the terms hereinafter set forth, the following described premises:

2. DESCRIPTION

**That certain parcel of land now known and numbered as 106 Surfside Road, Nantucket, Massachusetts, being shown as a parcel identified as "Total Area 108,533 S.F.+/-" on a plan entitled "Perimeter Plan of Land in Nantucket, Mass., Prepared for Nantucket 106 Surfside Realty Trust," dated May 15, 2015, by Blackwell & Associates, Inc., recorded with the Nantucket County Registry of Deeds in as Plan No. 2015-43 (the "Premises").**

3. BUILDINGS, STRUCTURES, IMPROVEMENTS, FIXTURES

Included in the sale as a part of the Premises are the buildings, structures, and improvements now thereon.

4. TITLE DEED

The Premises are to be conveyed by a good and sufficient quitclaim deed running to the BUYER, or to the nominee designated by the BUYER by written notice to the SELLER at least seven (7) days before the deed is to be delivered as herein provided, and said deed shall convey a good and clear record and marketable title thereto, free from encumbrances, except:

(a) Provisions of existing building and zoning law;
(b) Such taxes for the then current year as are not due and payable on the date of the delivery of such deed;
(c) Any liens for municipal betterments assessed after the date of this agreement.

5. PLANS

If said deed refers to a plan necessary to be recorded therewith, the SELLER shall deliver such plan with the deed in form adequate for recording or registration.

6. REGISTERED TITLE

In addition to the foregoing, if the title to the Premises is registered, said deed shall be in form sufficient to entitle the BUYER to a Certificate of Title of the Premises, and the SELLER shall deliver with said deed all instruments, if any, necessary to enable the BUYER to obtain such Certificate of Title.

7. PURCHASE PRICE

The agreed purchase price for the Premises is **One Million Five Hundred Thousand and 00/100 Dollars ($1,500,000.00)** of which

| | | |
|---|---|---|
| $ | **25,000.00** | have been paid as a deposit this day (the "Deposit"), and |
| $ | **1,475,000.00** | is to be paid at the time of delivery of the deed in cash, or by certified, cashier's, treasurer's, or bank check(s). |
| $ | | |
| $ | **1,475,000.00** | TOTAL |

8. TIME FOR PERFORMANCE; DELIVERY OF DEED

The Deed is to be delivered to the BUYER at 11:00 a.m. on the first business day that is at least thirty (30) days following the expiration of the Permitting Period, as set forth herein, or an earlier date upon seven (7) days prior written notice from the BUYER to the SELLER at the offices of the BUYER's counsel unless otherwise agreed upon in writing. It is agreed that time is of the essence of this Agreement.

9. POSSESSION AND CONDITION OF PREMISES

Full possession of the Premises free of all tenants and occupants, is to be delivered at the time of the delivery of the deed, the Premises to be then (a) in the same condition as they now are, reasonable use and wear thereof excepted; (b) not in violation of said building and zoning laws; and (b) in compliance with the provisions of any instrument referred to in Paragraph 4 of this Agreement. The BUYER shall be entitled to an inspection of the Premises prior to the delivery of the deed in order to determine whether the condition thereof complies with the terms of this Paragraph. The SELLER shall remove all personal property from the Premises, including from the interior of any buildings or structures located on the Premises, prior to the Closing.

10. EXTENSION TO PERFECT TITLE OR MAKE PREMISES CONFORM

If the SELLER shall be unable to give title or to make conveyance, or to deliver possession of the Premises, all as herein stipulated, or if at the time of the delivery of the deed the Premises do not conform with the provisions hereof, then the SELLER shall use reasonable efforts to remove any defects in title, or to deliver possession as provided herein, or to make the Premises conform to the provisions hereof, as the case may be, in which event the time for performance hereof shall be extended for a period reasonably necessary for the SELLER to remove any defects in title, or to deliver possession as provided herein, or to make the Premises conform to the provisions hereof, as the case may be.

11. FAILURE TO PERFECT TITLE OR MAKE PREMISES CONFORM, etc.

If at the expiration of the extended time the SELLER shall have failed so to remove any defects in title, deliver possession, or make the Premises conform, as the case may be, all as herein agreed, or if at any time during the period of this Agreement or any extension thereof, the holder of a mortgage on said premises shall refuse to permit the insurance proceeds, if any, to be used for such purposes, then, at the BUYER'S option, any payments made under this Agreement shall be forthwith refunded and all other obligations of all parties hereto shall cease and this Agreement shall be void without recourse to the parties hereto.

12. BUYER'S ELECTION TO ACCEPT TITLE

The BUYER shall have the election, at either the original or any extended time for performance, to accept such title as the SELLER can deliver to the Premises in their then condition and to pay therefor the purchase price without deduction, in which case the SELLER shall convey such title, except that in the event of such conveyance in accord with the provisions of this Paragraph, if the Premises shall have been damaged by fire or casualty insured against, then the SELLER shall, unless the SELLER has previously restored the Premises to their former condition, either

(a) pay over or assign to the BUYER, on delivery of the deed, all amounts recovered or recoverable on account of such insurance, less any amounts reasonably expended by the SELLER for any partial restoration, or

(b) if a holder of a mortgage on the Premises shall not permit the insurance proceeds or a part thereof to be used to restore the Premises to their former condition or to be so paid over or assigned, give to the BUYER a credit against the purchase price, on delivery of the deed, equal to said amounts so recovered or recoverable and retained by the holder of the mortgage less any amounts reasonably expended by the SELLER for any partial restoration.

13. ACCEPTANCE OF DEED

The acceptance of a deed by the BUYER or the BUYER'S nominee as the case may be, shall be deemed to be a full performance and discharge of every agreement and obligation herein contained or expressed, except such as are, by the terms hereof, to be performed after the delivery of said deed.

14. USE OF PURCHASE MONEY TO CLEAR TITLE

To enable the SELLER to make conveyance as herein provided, the SELLER may, 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, provided that all instruments so procured are recorded simultaneously with the delivery of said deed.

15. INSURANCE

Until the delivery of the deed, the SELLER shall maintain insurance on the premises as follows:

| | *Type of Insurance* | *Amount of Coverage* |
|---|---|---|
| (a) | Fire; and | * $ |
| (b) | Extended coverage | * $ |

* As presently insured.

16. ASSIGNMENT OF INSURANCE

**This paragraph is intentionally omitted.**

17. ADJUSTMENTS

Water and sewer use charges, and Taxes for the then current year, shall be apportioned as of the day of performance of this Agreement and the net amount thereof shall be added to or deducted from, as the case may be, the purchase price payable by the BUYER at the time of delivery of the deed. The BUYER shall pay the applicable Nantucket Land Bank Tax.

18. ADJUSTMENT OF UNASSESSED AND ABATED TAXES

If the amount of said taxes or charges is not known at the time of the delivery of the deed, they shall be apportioned on the basis of the assessments for the preceding year, with a reapportionment as soon as the new taxes or charges can be ascertained; and, if the taxes which are to be apportioned shall thereafter be reduced by abatement, the amount of such abatement, less the reasonable cost of obtaining the same, shall be apportioned between the parties, provided that neither the SELLER nor the BUYER shall be obligated to institute or prosecute proceedings for an abatement unless herein otherwise agreed.

| | | |
|---|---|---|
| 19. | BROKER'S FEE | Not applicable. |
| 20 | BROKER(S) WARRANTY | Not applicable. |
| 21 | DEPOSIT | All deposits made hereunder shall be held by **Fellman Law Group, P.C**, subject to the terms of this Agreement, including, without limitation, the escrow provisions in **Exhibit A**, attached hereto, and shall be duly accounted for at the time for performance of this Agreement; provided however that in the event of any disagreement, Escrow Agent shall retain said deposits pending instructions mutually given by the SELLER and the BUYER. Said deposits shall be held in an insured, interest-bearing account, and interest thereon shall accrue and be paid to the SELLER at the time of delivery of the deed, except such interest shall be paid to the BUYER if the BUYER shall become entitled to a refund of such deposit and shall not waive such right. |
| 22. | BUYER'S DEFAULT; DAMAGES | See Paragraph 38, below. |
| 23. | SALE OF PERSONAL PROPERTY | As set forth in Paragraph 3, above. |
| 24. | RELEASE BY HUSBAND OR WIFE | Not applicable. |
| 25. | BROKER AS PARTY | Not applicable. |
| 26. | LIABILITY OF TRUSTEE, SHAREHOLDER, BENEFICIARY, etc. | If the SELLER or the BUYER executes this Agreement in a representative or fiduciary capacity, only the principal or the estate represented shall be bound, and neither the SELLER nor the BUYER so executing, nor any shareholder or beneficiary of any trust, shall be personally liable for any obligation, express or implied, hereunder. |
| 27. | WARRANTIES AND REPRESENTATIONS | The BUYER acknowledges that the BUYER has not been influenced to enter into this transaction nor has the BUYER relied upon any warranties or representations not set forth or incorporated in this Agreement or previously made in writing, except for the following additional warranties and representations, if any, made by the SELLER: See Paragraphs 31 and 36. |
| 28. | CONSTRUCTION OF AGREEMENT | This instrument, executed in multiple original counterparts, is to be construed as a Massachusetts contract, is to take effect as a sealed instrument, sets forth the entire contract between the parties, is binding upon and inures to the benefit of the parties hereto and their respective heirs, devisees, executors, administrators, successors, and assigns, and may be cancelled, modified, or amended only by a written instrument executed by both the SELLER and the BUYER. If two or more persons are named herein as the BUYER their obligations hereunder shall be joint and several. The captions and marginal notes are used only as a matter of convenience and are not to be considered a part of this Agreement or to be used in determining the intent of the parties to it. |
| 29. | LEAD PAINT LAW | The parties acknowledge that, under Massachusetts law, whenever a child or children under six years of age resides in any residential premises in which any paint, plaster, or other accessible material contains dangerous levels of lead, the owner of said premises must remove or cover the paint, plaster, or other material so as to make it inaccessible to children under six years of age. |

30. **Buyer's Contingencies**. (a) The Buyer shall have the right to have (i) a structural, mechanical and wood-boring insect inspection made of the Premises, (ii) a septic system inspection, and (iii) a well inspection. If the Buyer is not satisfied with the results of any of the foregoing tests or inspections in the Buyer's sole discretion, the Buyer shall have the right to terminate this Agreement by giving notice thereof to the Seller in the manner herein provided, such notice to be given not later than the ninety (90) days following the date of this Agreement (the "**Due Diligence Period**"); and if such notice is

not timely given, this right of termination shall be conclusively determined to have expired. If the Buyer does not terminate this Agreement prior to the expiration of the Due Diligence Period, then the Deposit shall be paid to the Seller and not held in escrow, shall be non-refundable to the Buyer unless the Closing fails to occur due to a default by the Seller under this Agreement, but shall be applicable to the Purchase Price at Closing.

(b) The Buyer shall have the right, prior to the date which is twelve (12) months following the end of the Due Diligence Period (the "**Permitting Period**"), to apply for any and all necessary permits, approvals, and licenses in connection with development upon the Premises, including, without limitation, a building permit (collectively, the "**Permits**"). The Seller agrees to cooperate in any reasonable manner in connection with the making of applications for any Permits. If the Buyer shall not have received the final, non-appealable Permits ("**Final Permits**") prior to the end of the Permitting Period, the Buyer shall have the right to extend the Permitting Period by up to two (2) periods of six (6) months each by giving the Seller notice of the extension prior to the end of the Permitting Period or the prior extension period, as applicable. The Buyer shall pay to the Seller on or before the first business day of each extension of the Permitting Period, as the same may be extended by the Buyer, and on the same day of each month thereafter, an additional, non-refundable payment of Ten Thousand and 00/100 Dollars ($10,000.00) (the "**Extension Deposits**"). The Extension Deposits shall be paid to the Seller and not held in escrow, shall be non-refundable to the Buyer unless the Closing fails to occur due to a default by the Seller under this Agreement, but shall be applicable to the Purchase Price at Closing. If the Buyer determines, in the Buyer's sole discretion, at any time prior to the expiration of the Permitting Period, as the same may be extended by the Buyer, that the Buyer will be unable to obtain the Permits with conditions acceptable to the Buyer, then the Buyer shall have the right to terminate this Agreement by giving notice thereof to the Seller in the manner herein provided, such notice to be given not later than the expiration of the Permitting Period, as such period may be extended by the Buyer; and if such notice is not timely given, this right of termination shall be conclusively determined to have expired. Notwithstanding the foregoing, in the event an appeal is filed against any of the Permits, the Seller shall have the right to extend the Permitting Period for such amount of time reasonably necessary to contest such appeal or appeals before

any applicable municipal or judicial forum by giving notice of such extension to the Seller prior to the end of the then-current Permitting Period.

31. **Warranty of No Broker**. The Buyer and the Seller represent and warrant that the respective party has not dealt with any broker in connection with the transaction which is the subject of this Agreement in any fashion which will give rise to a claim for a commission in this sale. Each party hereby undertakes and agrees to save and hold harmless the other from and against any claims for brokerage commissions which may be asserted in connection with this sale, including all costs and expenses which may be incurred in defending against any such claim.

32. **Title Insurance**. Title to be conveyed pursuant to this Agreement shall not be deemed to be in compliance with the provisions of Paragraph 4 of this Agreement unless a commitment for the issuance of an owner's title insurance policy to the Buyer or the Buyer's nominee, and a lender's title insurance policy for any prospective mortgagee, shall be available to the Buyer at the time of delivery of the deed, for the insurance of the interest of such parties in the Premises, subject only to standard exclusions from coverage printed in the policy cover and exceptions for real estate taxes not yet due and payable and with all exceptions or exclusions relating to the rights of creditors deleted. Such policy shall be in the ALTA standard form and shall be issued by a major insurance company doing business in Massachusetts. The Buyer shall pay all standard and usual premiums for the issuance of any such title insurance policy if such coverage is desired. The Seller agrees to cooperate in providing all necessary materials in order to secure the deletion of any exception or exclusion for creditors' rights.

33. **Additional Seller's Documents**.

(a) At the time for delivery of the deed, as a condition for the Buyer's performance hereunder, the Seller shall deliver to the Buyer the following additional documents:

(i) a quitclaim deed sufficient to transfer and convey to the Buyer fee simple title to the Premises as required by this Agreement;

(ii) An affidavit with respect to mechanics' liens and parties in possession sufficient to enable the Buyer to obtain title insurance free from all exceptions as to such matters.

(iii) A Form 1099-B to be filed with the Internal Revenue Service pursuant to Section 6045(e) of the Internal Revenue Code.

(iv) A certificate in compliance with Internal Revenue Code, Section 1445(b)(2), stating that the Seller does not constitute a "foreign person" as defined therein, providing the Seller's taxpayer identification number.

(v) A closing settlement statement.

(vi) Any other instruments, records or correspondence called for hereunder, or necessary to effectuate the closing, which have not previously been delivered, including, without limitation, any necessary probate documents.

34. **Seller's Cooperation**. The Seller shall cooperate with the Buyer by promptly signing any necessary applications for the Buyer to deal with municipal and state authorities and apply for permits and approvals for house renovations, wetlands surveys and to establish Endangered Species Act habitat lines. All of the foregoing shall be at the Buyer's sole expense.

35. **Notice**. All notices to be given pursuant to this Agreement shall be effective only when given in writing and mailed by certified mail, return receipt requested, or shall be sent by Federal Express or other comparable overnight delivery courier, to the other party at the following addresses:

To Seller: Whitney A. Gifford, Trustee
Nantucket 106 Surfside Realty Trust
Reade, Gullicksen, Hanley and Gifford, LLP
6 Youngs Way
Nantucket, MA 02684

To Buyer: Surfside Commons, LLC
c/o Atlantic Development
62 Derby Street
Hingham, MA 02043

36. **Seller's Representations and Warranties**. The Seller represents and warrants to the Buyer as follows:

(a) Ownership. The Seller is the owner of the Premises. The Seller has not pledged, hypothecated or otherwise encumbered the Premises except for mortgages of record.

(b) Ability to Perform. The Seller has full power to execute, deliver and carry out the terms and provisions of this Agreement and has taken all necessary action to authorize the execution, delivery and performance of this Agreement, and this Agreement constitutes the legal, valid and binding obligation of the Seller enforceable in accordance with its terms.

(c) Pending Actions. To the Seller's knowledge, there is no action, proceeding or investigation pending against the Seller or the Premises or any part thereof before any court or governmental department, commission, board, agency or instrumentality which could have a material adverse effect on the Premises, the Seller's interest therein or the Seller's ability to perform its obligations hereunder. The Seller shall notify the Buyer promptly of any such action, proceeding or investigation of which the Seller becomes aware prior to the Closing.

The Seller represents and warrants to the Buyer that, as of the Closing, each of the warranties and representations set forth in this Paragraph 36 shall be true, complete and correct in all material respects, except for changes in the operation of the Premises occurring prior to Closing which are specifically permitted by this Agreement. It shall be a condition of the Buyer's obligation to close that each of the warranties and representations are true, complete and correct at the time of Closing in all material respects.

**38. Failure to Perform.**

(a) Buyer's Default. If the Buyer shall fail to fulfill the Buyer's agreements herein, all deposits made hereunder by the Buyer shall be retained by the Seller as liquidated damages which shall be the Seller's sole remedy at law or in equity for such failure by the Buyer.

(b) Seller's Default. If at the Closing, the Seller is unable, despite diligent good faith efforts, to satisfy all of the Seller's obligations as set forth in this Agreement, and the Buyer does not elect to take title as provided in Paragraph 11, above, the Seller shall be in default under this Agreement and the entire Deposit shall be forthwith returned to the Buyer. In addition to the foregoing, if the Buyer desires to purchase in accordance with the terms of this Agreement and the Seller intentionally refuses to perform the Seller's obligations hereunder, the Buyer, at its option, shall have all of its rights at law and in equity, including, without limitation, the right to compel specific performance by the Seller hereunder.

*[Remainder of page intentionally left blank.]*

WITNESS the execution under seal as of the date first set forth above.

SELLER:

WHITNEY A. GIFFORD, TRUSTEE OF
NANTUCKET 106 SURFSIDE ROAD REALTY
TRUST and not individually

Date: August 10th, 2015

BUYER:

SURFSIDE COMMONS, LLC,
A Massachusetts limited liability company

By: Atlantic Development Corporation,
Its Manager

By: _____
Donald J. MacKinnon,
Its President

Date: August 10th, 2015

ESCROW AGENT:

FELLMAN LAW GROUP, P.C.

By: _____
Jonathan W. Harlow, Jr.,
Its Principal

Date: August 10th, 2015

## EXHIBIT A

## ESCROW PROVISIONS

Buyer and Seller, jointly and severally agree that the Escrow Agent, Fellman Law Group, P.C. ("**Escrow Agent**") shall incur no liability whatsoever in connection with its good faith performance under this Escrow Agreement, and do hereby jointly and severally release and waive any claims we may have against Escrow Agent, which may result from its performance in good faith of its function under this agreement, including but not limited to, a delay in the electronic wire transfer of funds. Escrow Agent shall be liable only for loss or damage caused directly by its acts of gross negligence or willful misconduct while performing as Escrow Agent under this Escrow Agreement.

The Escrow Agent undertakes to perform only those duties which are expressly set forth in that certain Agreement attached hereto, and acknowledge that these duties are purely ministerial in nature.

The Escrow Agent shall be entitled to rely upon the authenticity of any signature and the genuineness and validity of any writing received by Escrow Agent relating to this Escrow Agreement. Escrow Agent may rely upon any oral identification of a party notifying Escrow Agent orally as to matters relating to this Agreement if such oral notification is permitted thereunder. Escrow Agent is not responsible for the nature, content, validity or enforceability of any of the escrow documents except for those documents prepared by Escrow Agent.

In the event of any disagreement between the parties hereto resulting in conflicting instructions to, or adverse claims or demands upon the Escrow Agent with respect to the release of the Funds or the escrow documents, the Escrow Agent may refuse to comply with any such instruction, claim or demand so long as such disagreement shall continue and in so refusing the Escrow Agent shall not release the escrowed funds (the "**Funds**") or the escrowed documents (the "**Documents**"). The Escrow Agent shall not be, or become liable in any way for its failure or refusal to comply with any such conflicting instructions or adverse claims or demands and it shall be entitled to continue to refrain from acting until such conflicting instructions or adverse claims or demands (a) shall have been adjusted by agreement and it shall have been notified in writing thereof by the parties hereto; or (b) shall have finally been determined in a court of competent jurisdiction. In the alternative, Escrow Agent may, but shall not be obligated to, file a suit in interpleader for a declaratory judgment for the purpose of having the respective rights of the claimants adjudicated and may deliver to the court the Funds and Documents.

The Escrow Agent shall be entitled to receive reimbursement as Escrow Agent of documented reasonable attorneys' fees and other documented out-of-pocket expenses incurred by it in the performance of its duties under this Agreement, which shall be paid in equal amounts by Buyer and Seller. If the Escrow Agent's duties and responsibilities are increased beyond the contemplated within this Agreement, additional compensation will be allowed as agreed upon in writing by all of the parties hereto. Such additional compensation shall be shared equally by Buyer and Seller.

The Escrow Agent may at its sole discretion resign by giving (30) days written notice thereof to the parties hereto. The parties shall furnish to the Escrow Agent written instructions for the release of the Funds and Documents. If the Escrow Agent shall not have received such written instructions within the thirty (30) days, the Escrow Agent may petition any court of competent jurisdiction for the appointment of a successor Escrow Agent and upon such appointment deliver the Funds and Documents to such successor. Costs and fees incurred by the Escrow Agent may, at the option of the Escrow Agent, be deducted from any funds held pursuant hereto. The Escrow Agent neither approves nor disapproves of this transaction, nor does it recommend for or against, nor does it have an opinion as to the legality or validity of the transaction.

If the Funds is at any time attached, garnished, or levied upon under any court order or if the payment or delivery of the Funds is stayed or enjoined by any court order, or if any order, judgment or decree shall be made or entered by any court affecting the Funds, Escrow Agent is authorized, in its sole discretion, to

rely upon and comply with the order, writ, judgment or decree. Escrow Agent shall not be liable to any of the parties or to any other person firm or corporation by reason of such compliance even though the order, writ, judgment or decree may be subsequently reversed modified, annulled, set aside or vacated.

Upon making disposition of the Funds in accordance with this Agreement, Escrow Agent shall be deemed fully released and discharged from any and all duties and obligations under this Agreement, without the need that any other documentation be executed by Seller or Buyer.

Escrow Agent shall not be responsible for (i) any fluctuations in the interest rate applicable to any cash held by it pursuant to or by virtue of this Agreement: (ii) the validity, sufficiency, collectability, or legal effect of any instrument deposited with Escrow Agent.

Notwithstanding anything contained in this Agreement to the contrary, Escrow Agent has the right (but not the obligation) to require from Seller and Buyer a written release of liability of Escrow Agent, a written authorization to disburse the Funds, or both.

The parties hereto do hereby certify that they are aware that the Federal Deposit Insurance Corporation ("**FDIC**") coverages apply only to a cumulative maximum amount of $250,000 for each individual depositor for all of depositor's accounts at the same or related institution. The parties hereto further understand that certain banking instruments such as, but not limited to, repurchase agreements and letters of credit are not covered at all by FDIC insurance.

Further the parties hereto understand that Escrow Agent assumes no responsibility for, nor will the parties hereto hold Escrow Agent liable for, any loss occurring which arises from the fact that the amount of the above account may cause the aggregate amount of any individual depositor's accounts to exceed $250,000 and that the excess amount is not insured by the Federal Deposit Insurance Corporation or that FDIC insurance is not available on certain types of bank instruments.

The parties to this escrow acknowledge that the maintenance of such escrow accounts with some depository institutions may result in Escrow Agent being provided with an array of bank services, accommodations or other benefits by the depository institution. Escrow Holder or its affiliates also may elect to enter into other business transactions with or obtain loans for investment or other purposes from the depository institution. All such services, accommodations and other benefits shall accrue to Escrow Agent, and Escrow Agent shall have no obligation to account to the parties to the escrow for the value of such services, accommodations or other benefits.

## C. DETAILED PLANS

1. Prototypical Architecture
2. Clubhouse Architecture
3. Engineering Plans

CONSTRUCTION TYPE:
WOOD FRAME ON CONCRETE FOUNDATION

FRONT ELEVATION
3/32" = 1'-0"

EXTERIOR MATERIALS:
CEDAR SIDING, PAINTED TRIM,
VINYL WINDOWS AND ASPHALT ROOF SHINGLES

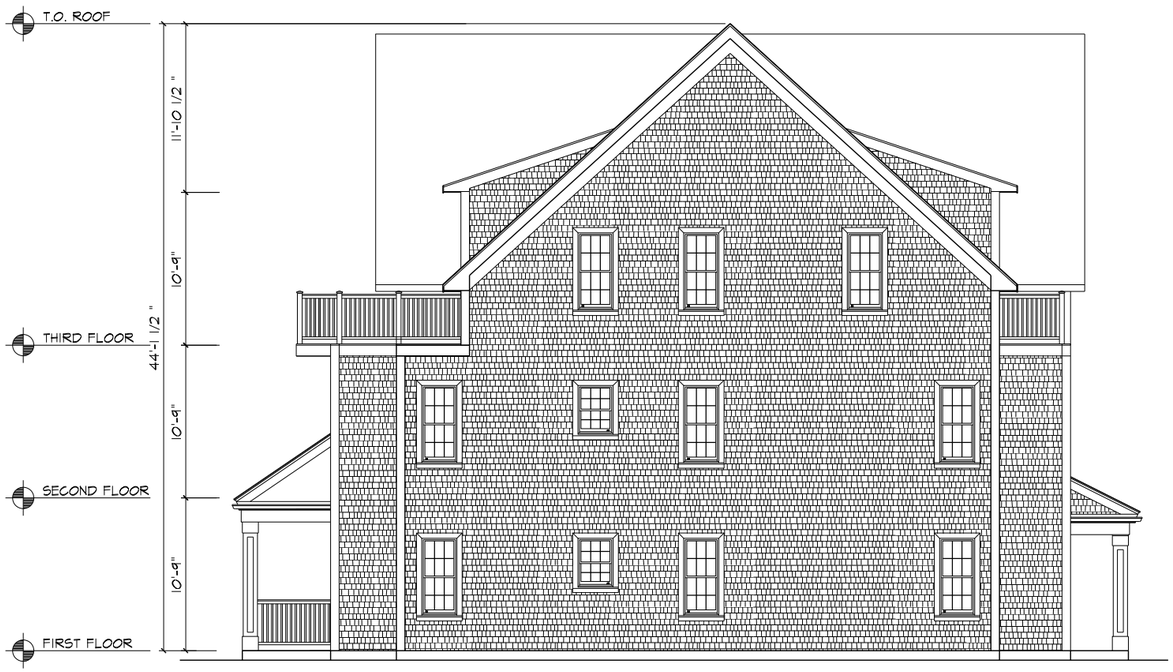
REGISTERED ARCHITECT
GARRY W. GARDNER
No. 6034
COHASSET, MA.
COMMONWEALTH OF MASSACHUSETTS

**SURFSIDE COMMONS**
SCHEMATIC

**13 UNIT BUILDING**

SHESKEY ARCHITECTS
10-9-15

A.1



CONSTRUCTION TYPE:
WOOD FRAME ON CONCRETE FOUNDATION

## SIDE ELEVATIONS

3/32" = 1'-0"

EXTERIOR MATERIALS:
CEDAR SIDING, PAINTED TRIM,
VINYL WINDOWS AND ASPHALT ROOF SHINGLES

REGISTERED ARCHITECT
GARRY W. GARDNER
No. 6034
COHASSET, MA.
COMMONWEALTH OF MASSACHUSETTS

**SURFSIDE COMMONS**
SCHEMATIC

**13 UNIT BUILDING**

SHESKEY ARCHITECTS
10-9-15

A.2

CONSTRUCTION TYPE:
WOOD FRAME ON CONCRETE FOUNDATION

REAR ELEVATION
3/32" = 1'-0"

EXTERIOR MATERIALS:
CEDAR SIDING, PAINTED TRIM,
VINYL WINDOWS AND ASPHALT ROOF SHINGLES

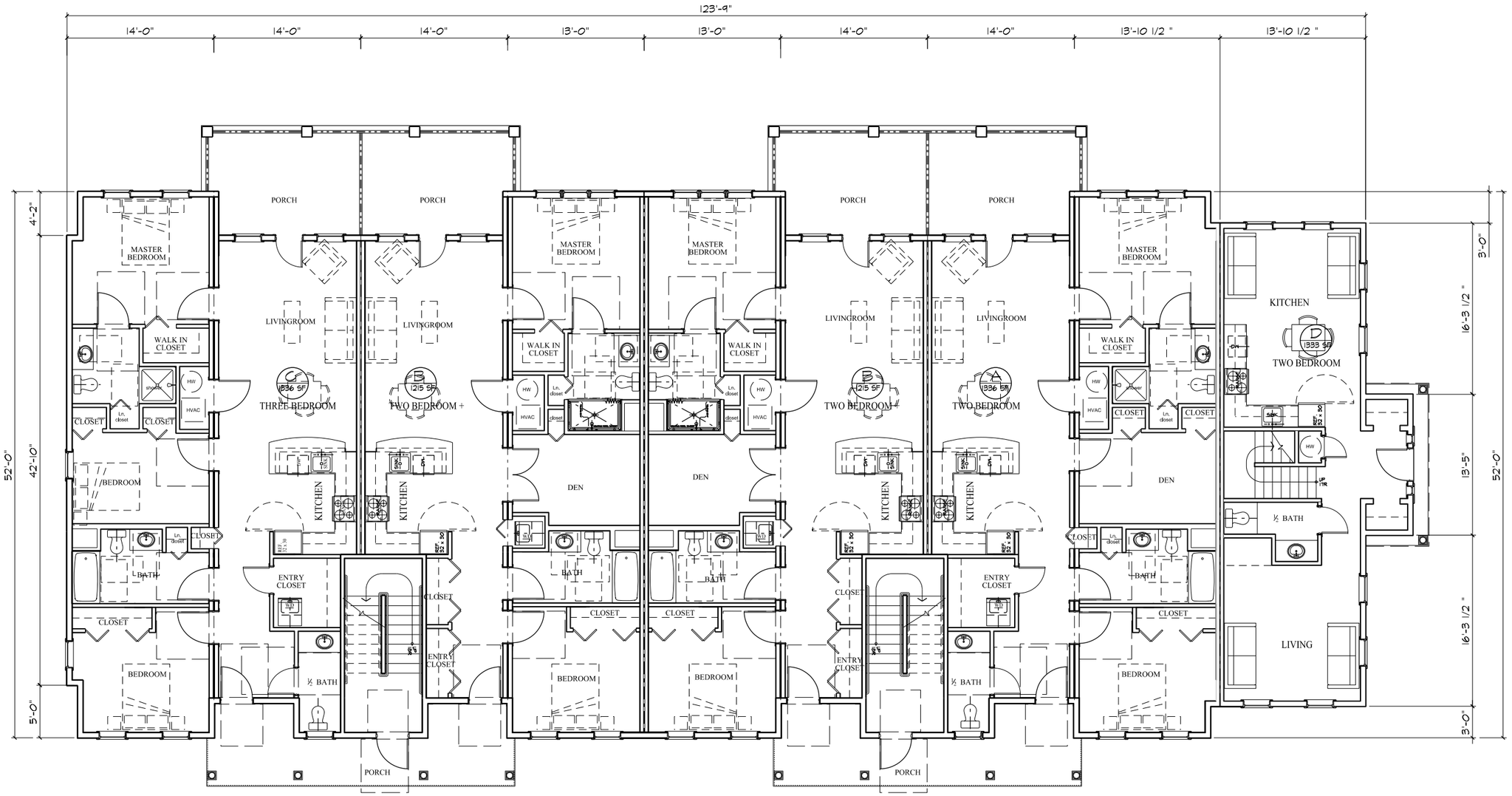
REGISTERED ARCHITECT
GARRY W. GARDNER
No. 6034
COHASSET, MA.
COMMONWEALTH OF MASSACHUSETTS

**SURFSIDE COMMONS**
SCHEMATIC

**13 UNIT BUILDING**

SHESKEY ARCHITECTS
10-9-15

A.3




FIRST FLOOR PLAN
3/32" = 1'-0"
AREA: 6,070 GSF

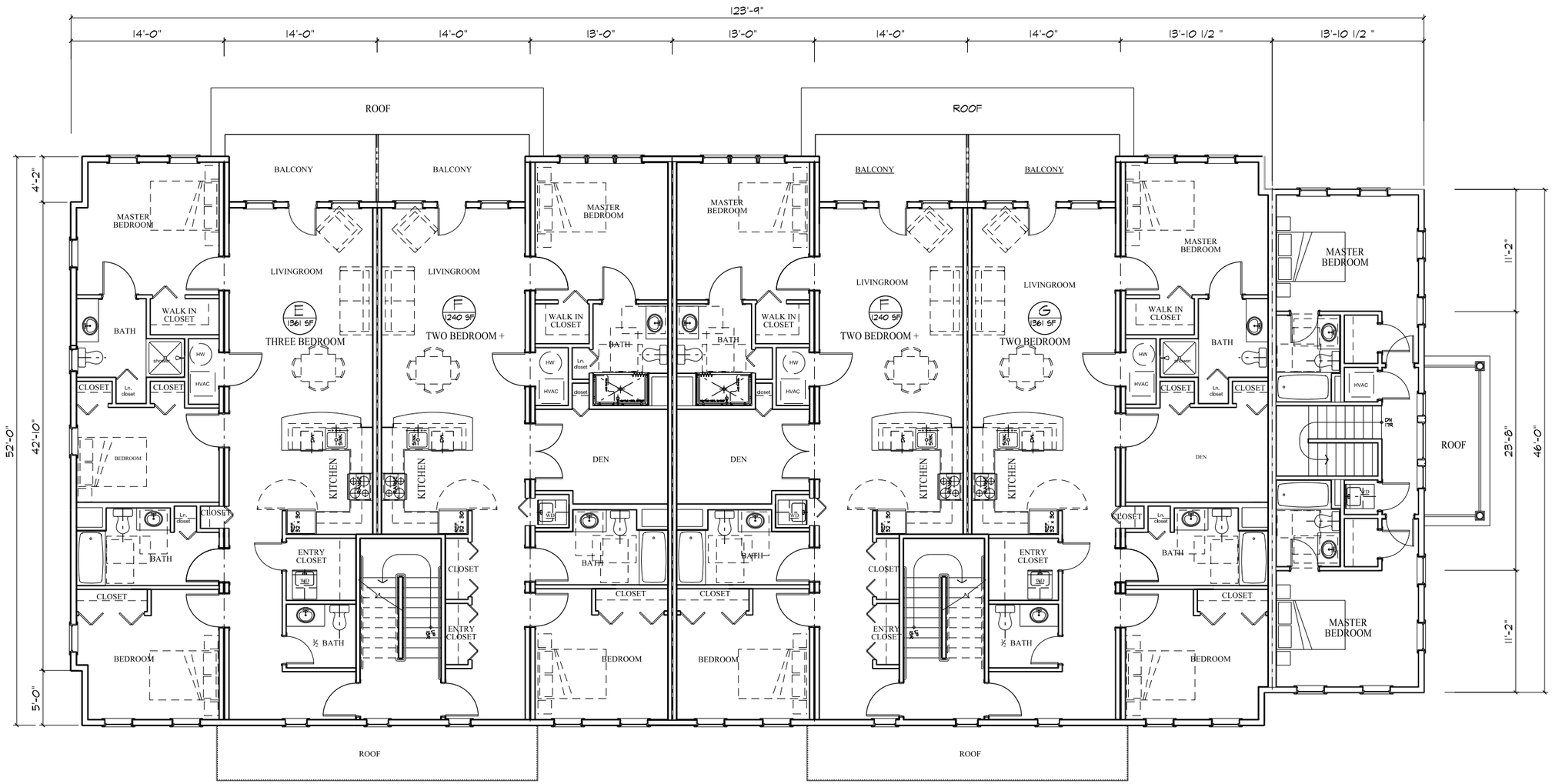
REGISTERED ARCHITECT
GARRY W. GARDNER
No. 6034
COHASSET, MA.
COMMONWEALTH OF MASSACHUSETTS

**SURFSIDE COMMONS**
SCHEMATIC

**13 UNIT BUILDING**

SHESKEY ARCHITECTS
10-9-15

A.4




## SECOND FLOOR PLAN

3/32" = 1'-0"

AREA: 6,111 GSF

REGISTERED ARCHITECT
GARRY W. GARDNER
No. 6034
COHASSET, MA.
COMMONWEALTH OF MASSACHUSETTS

**SURFSIDE COMMONS**

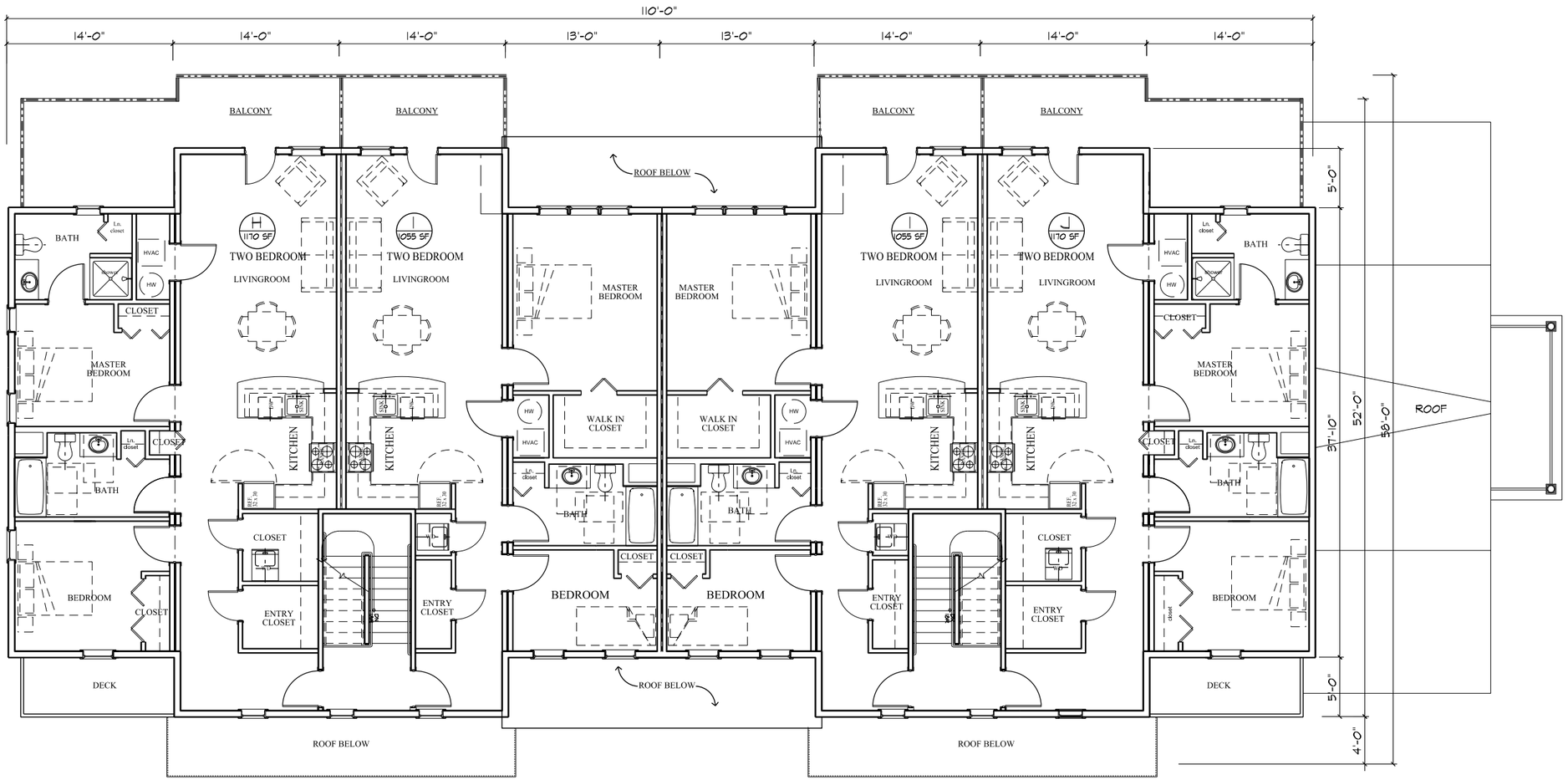
SCHEMATIC

**13 UNIT BUILDING**

SHESKEY ARCHITECTS

10-9-15

A.5




## THIRD FLOOR PLAN

3/32" = 1'-0"

AREA: 4,737 GSF

REGISTERED ARCHITECT
GARRY W. GARDNER
No. 6034
COHASSET, MA.
COMMONWEALTH OF MASSACHUSETTS

**SURFSIDE COMMONS**
SCHEMATIC

**13 UNIT BUILDING**

SHESKEY ARCHITECTS
10-9-15

A.6

CONSTRUCTION TYPE:
WOOD FRAME ON CONCRETE FOUNDATION

FRONT ELEVATION
3/32" = 1'-0"

EXTERIOR MATERIALS:
CEDAR SIDING, PAINTED TRIM,
VINYL WINDOWS AND ASPHALT ROOF SHINGLES

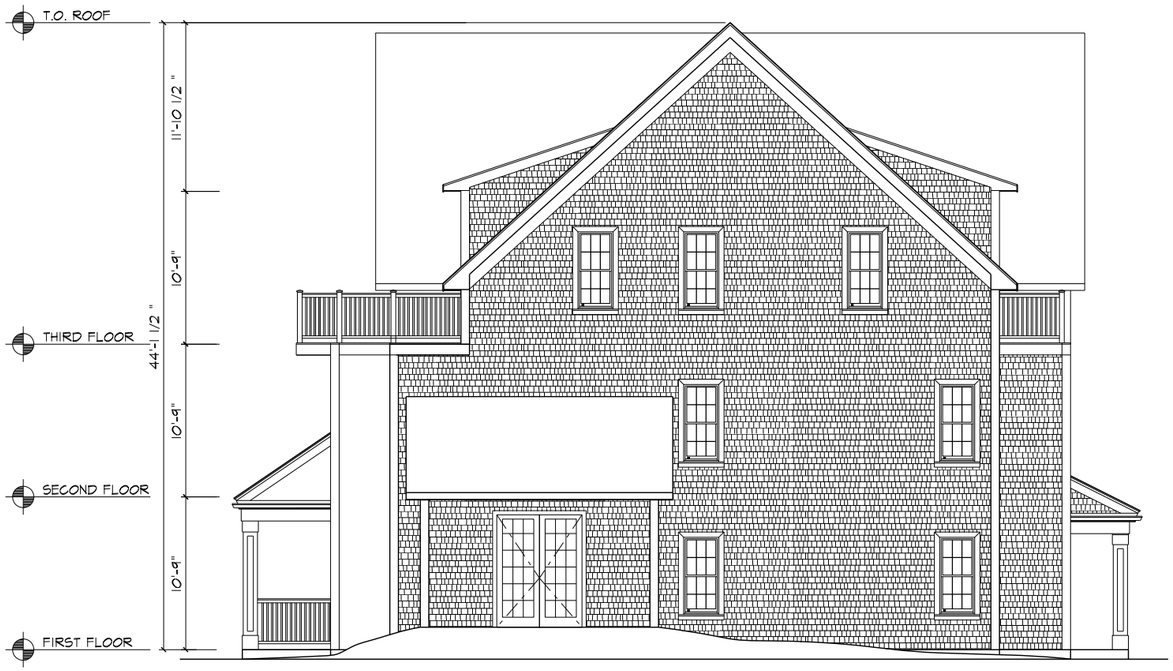
REGISTERED ARCHITECT
GARRY W. GARDNER
No. 6034
COHASSET, MA.

**SURFSIDE COMMONS**
SCHEMATIC

**13 UNIT BUILDING**
WITH BASEMENT STORAGE

SHESKEY ARCHITECTS
10-9-15

A.7



CONSTRUCTION TYPE:
WOOD FRAME ON CONCRETE FOUNDATION

SIDE ELEVATIONS
3/32" = 1'-0"

EXTERIOR MATERIALS:
CEDAR SIDING, PAINTED TRIM,
VINYL WINDOWS AND ASPHALT ROOF SHINGLES

REGISTERED ARCHITECT
GARRY W. GARDNER
No. 6034
COHASSET, MA.

**SURFSIDE COMMONS**
SCHEMATIC

**13 UNIT BUILDING**
WITH BASEMENT STORAGE

SHESKEY ARCHITECTS
10-9-15

A.8

CONSTRUCTION TYPE:
WOOD FRAME ON CONCRETE FOUNDATION

REAR ELEVATION
3/32" = 1'-0"

EXTERIOR MATERIALS:
CEDAR SIDING, PAINTED TRIM,
VINYL WINDOWS AND ASPHALT ROOF SHINGLES

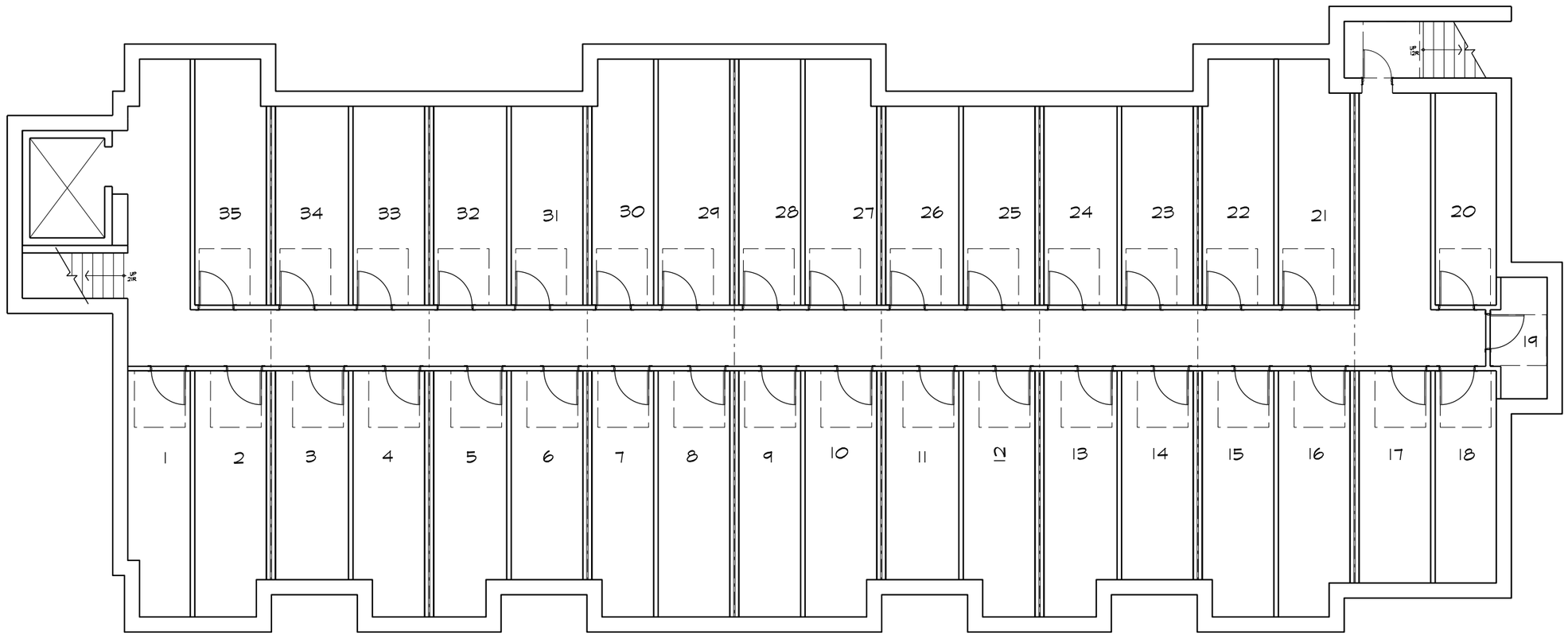
REGISTERED ARCHITECT
GARRY W. GARDNER
No. 6034
COHASSET, MA.
COMMONWEALTH OF MASSACHUSETTS

**SURFSIDE COMMONS**
SCHEMATIC

**13 UNIT BUILDING**
WITH BASEMENT STORAGE

SHESKEY ARCHITECTS
10-9-15

A.9




STORAGE FLOOR PLAN
3/32" = 1'-0"
AREA: 6,070 GSF

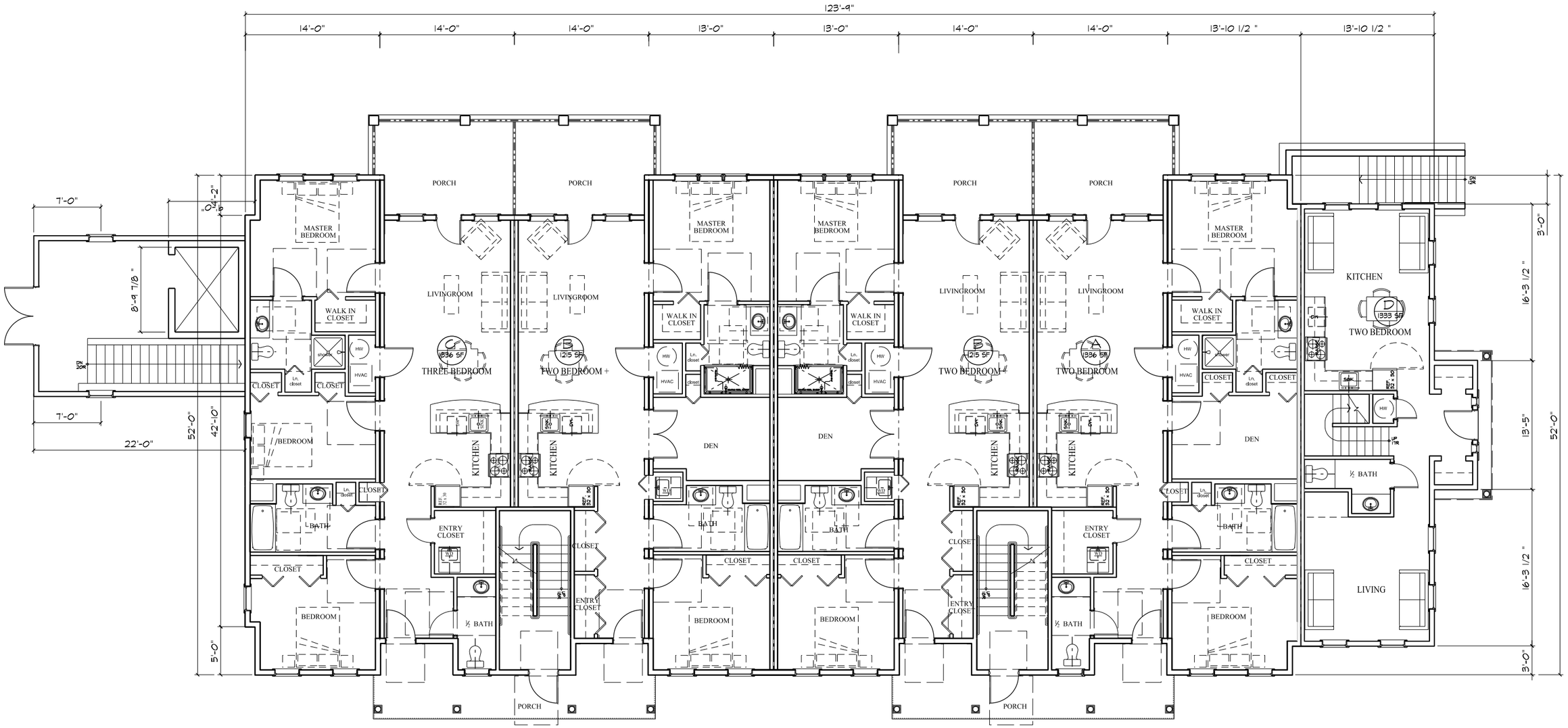
GARRY W. GARDNER
No. 6034
COHASSET, MA
REGISTERED ARCHITECT

**SURFSIDE COMMONS**
SCHEMATIC

**13 UNIT BUILDING**
WITH BASEMENT STORAGE

SHESKEY ARCHITECTS
10-9-15

A.10




FIRST FLOOR PLAN

3/32" = 1'-0"

AREA: 6,070 GSF

REGISTERED ARCHITECT
GARRY W. GARDNER
No. 6034
COHASSET, MA.

**SURFSIDE COMMONS**

SCHEMATIC

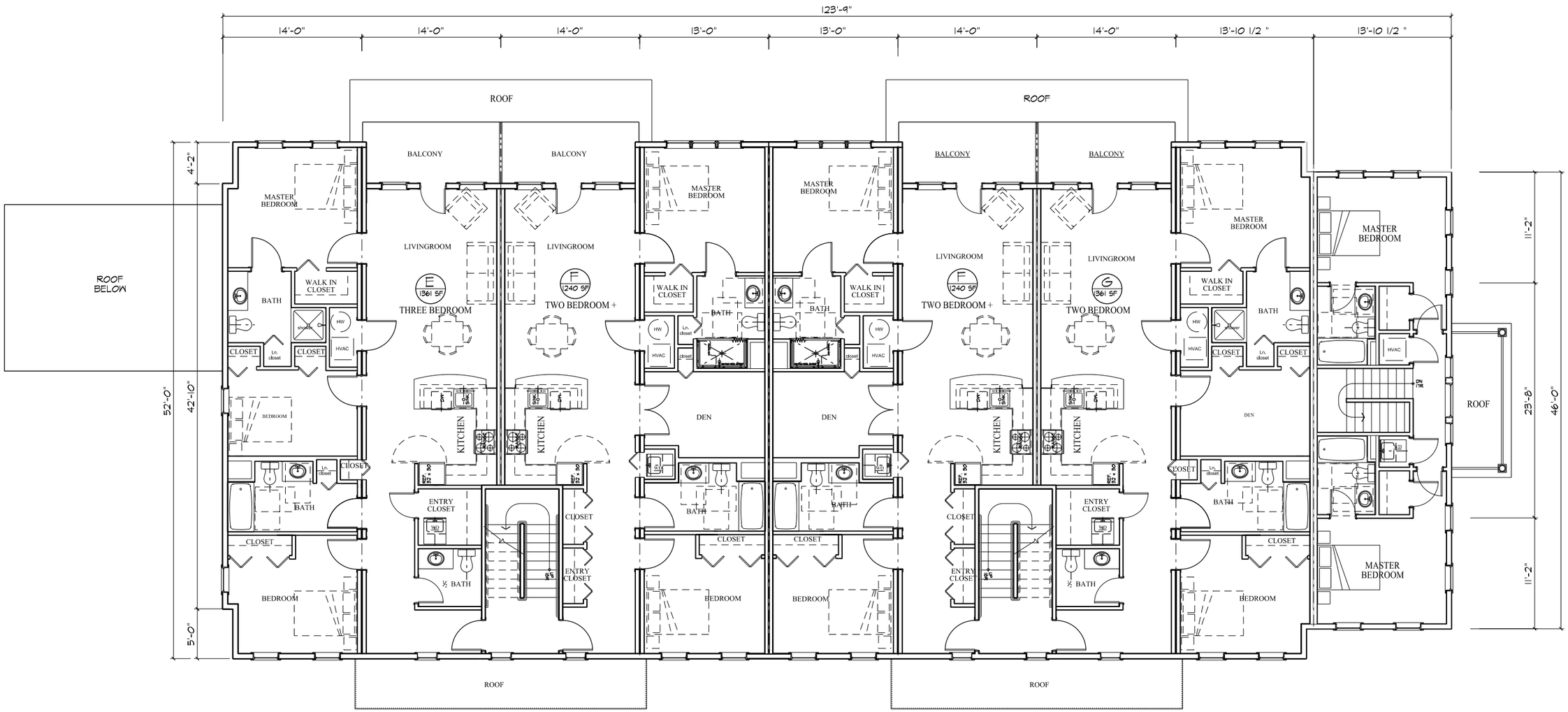
**13 UNIT BUILDING**

WITH BASEMENT STORAGE

SHESKEY ARCHITECTS

10-9-15

A.11




## SECOND FLOOR PLAN

3/32" = 1'-0"

AREA: 6,111 GSF

REGISTERED ARCHITECT
GARRY W. GARDNER
No. 6034
COHASSET, MA.

**SURFSIDE COMMONS**

SCHEMATIC

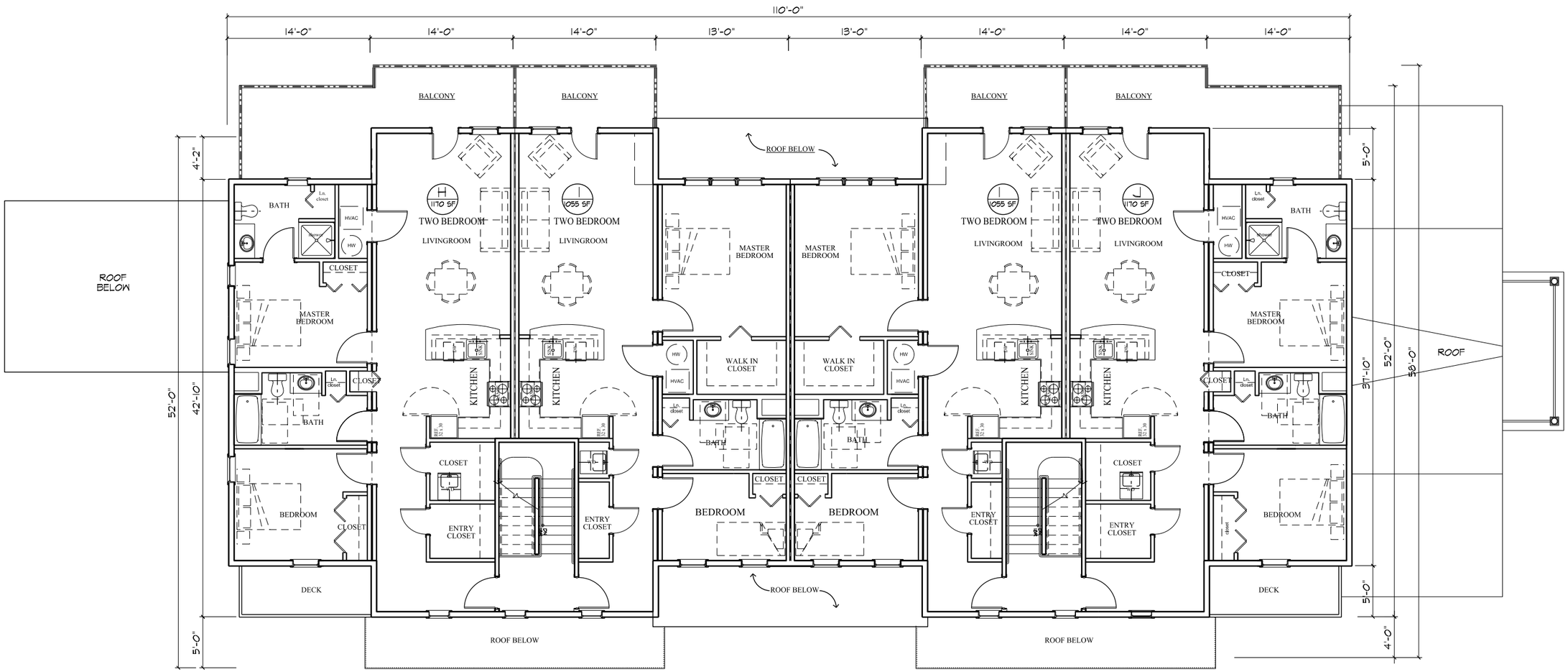
**13 UNIT BUILDING**

WITH BASEMENT STORAGE

SHESKEY ARCHITECTS

10-9-15

A.12




## THIRD FLOOR PLAN

3/32" = 1'-0"

AREA: 4,737 GSF

REGISTERED ARCHITECT
GARRY W. GARDNER
No. 6034
COHASSET, MA.
COMMONWEALTH OF MASSACHUSETTS

**SURFSIDE COMMONS**
SCHEMATIC

**13 UNIT BUILDING**
WITH BASEMENT STORAGE

SHESKEY ARCHITECTS
10-9-15

A.13

CONSTRUCTION TYPE:
WOOD FRAME ON CONCRETE FOUNDATION

FRONT ELEVATION
3/32" = 1'-0"

EXTERIOR MATERIALS:
CEDAR SIDING, PAINTED TRIM,
VINYL WINDOWS AND ASPHALT ROOF SHINGLES

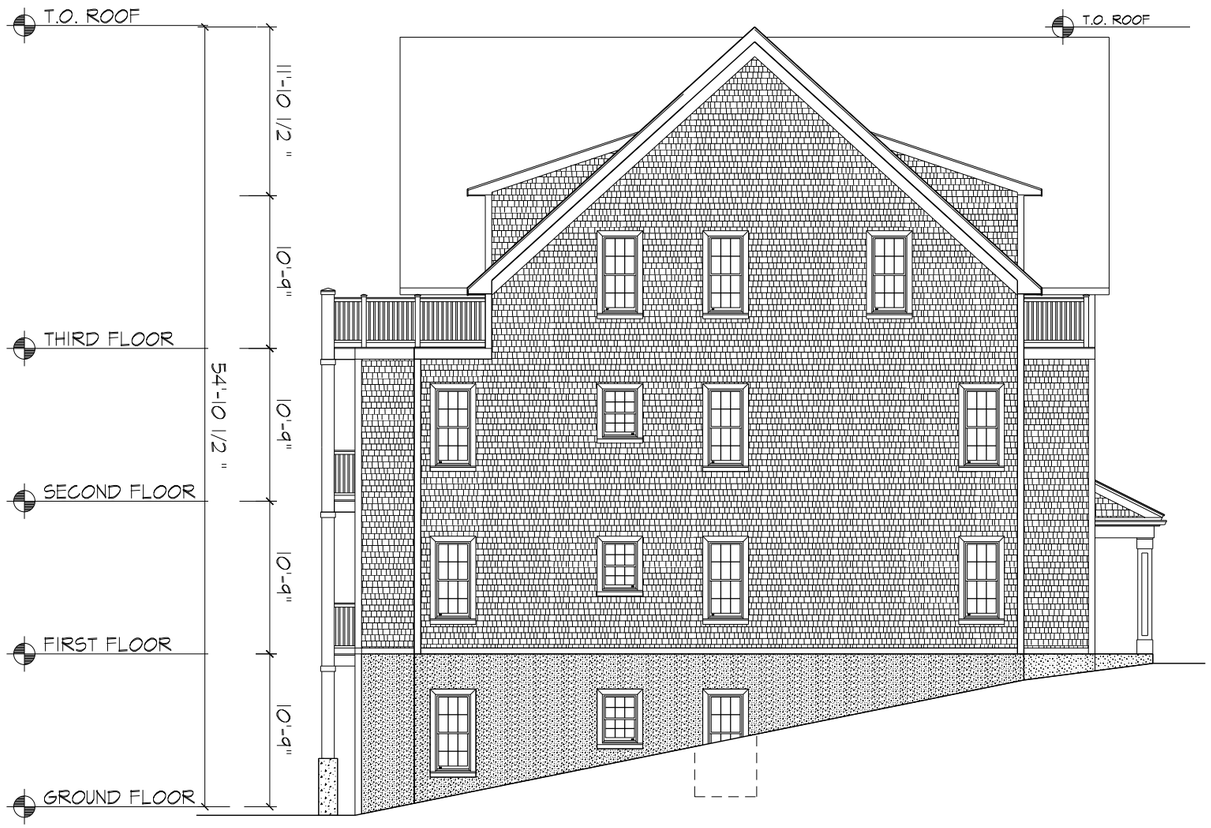
REGISTERED ARCHITECT
GARRY W. GARDNER
No. 6034
COHASSET, MA.
COMMONWEALTH OF MASSACHUSETTS

**SURFSIDE COMMONS**
SCHEMATIC

**15 UNIT BUILDING**

SHESKEY ARCHITECTS
10-9-15

A.14



CONSTRUCTION TYPE:
WOOD FRAME ON CONCRETE FOUNDATION

## SIDE ELEVATIONS

3/32" = 1'-0"

EXTERIOR MATERIALS:
CEDAR SIDING, PAINTED TRIM,
VINYL WINDOWS AND ASPHALT ROOF SHINGLES

REGISTERED ARCHITECT
GARRY W. GARDNER
No. 6034
COHASSET, MA.
COMMONWEALTH OF MASSACHUSETTS

# SURFSIDE COMMONS

SCHEMATIC

# 15 UNIT BUILDING

SHESKEY ARCHITECTS
10-9-15

A.15

CONSTRUCTION TYPE:
WOOD FRAME ON CONCRETE FOUNDATION

REAR ELEVATION
3/32" = 1'-0"

EXTERIOR MATERIALS:
CEDAR SIDING, PAINTED TRIM,
VINYL WINDOWS AND ASPHALT ROOF SHINGLES

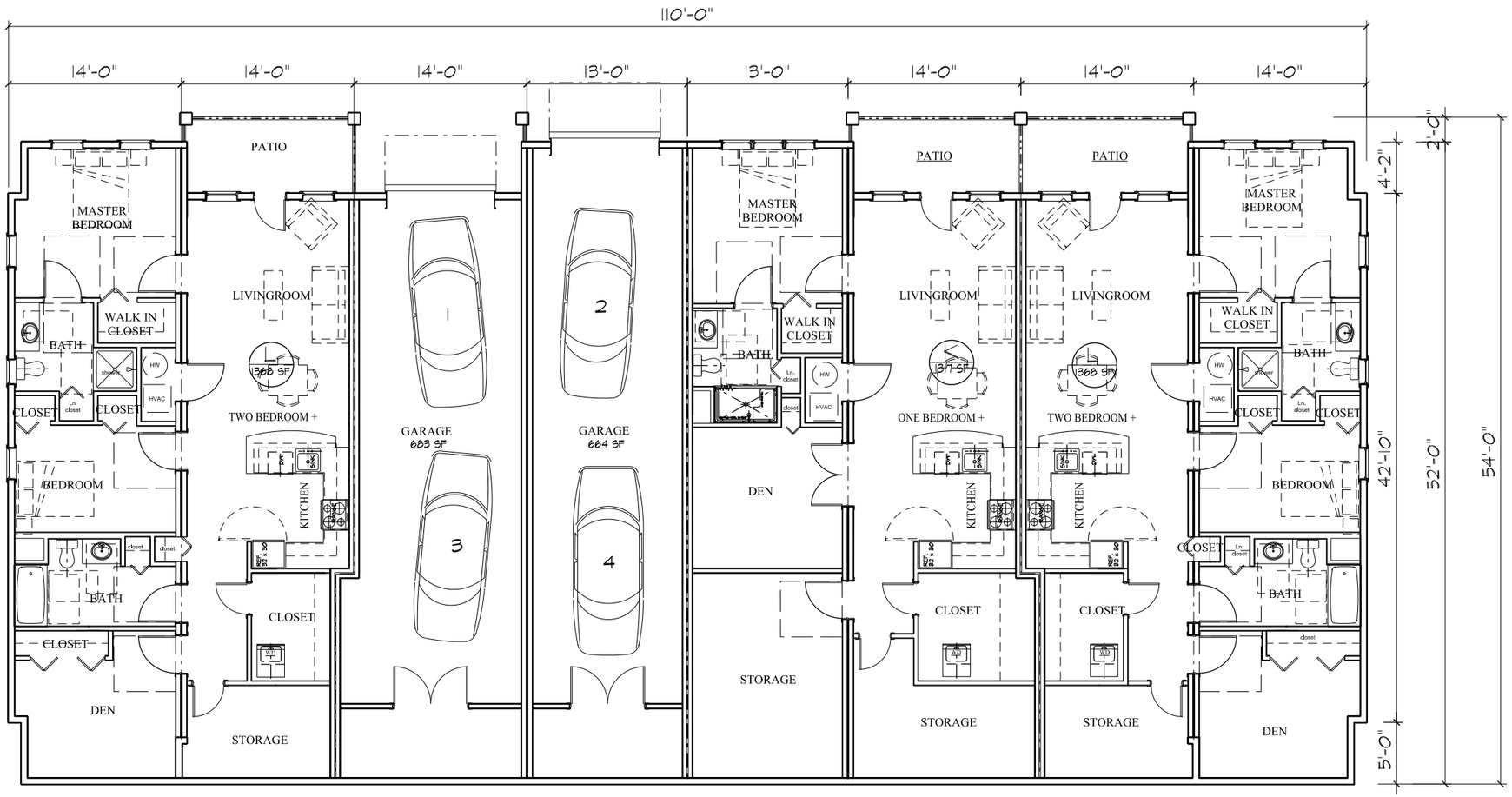
REGISTERED ARCHITECT
GARRY W. GARDNER
No. 6034
COHASSET, MA.

**SURFSIDE COMMONS**
SCHEMATIC

**15 UNIT BUILDING**

SHESKEY ARCHITECTS
10-9-15

A.16




GROUND FLOOR PLAN
3/32" = 1'-0"
AREA: 5,474 GSF

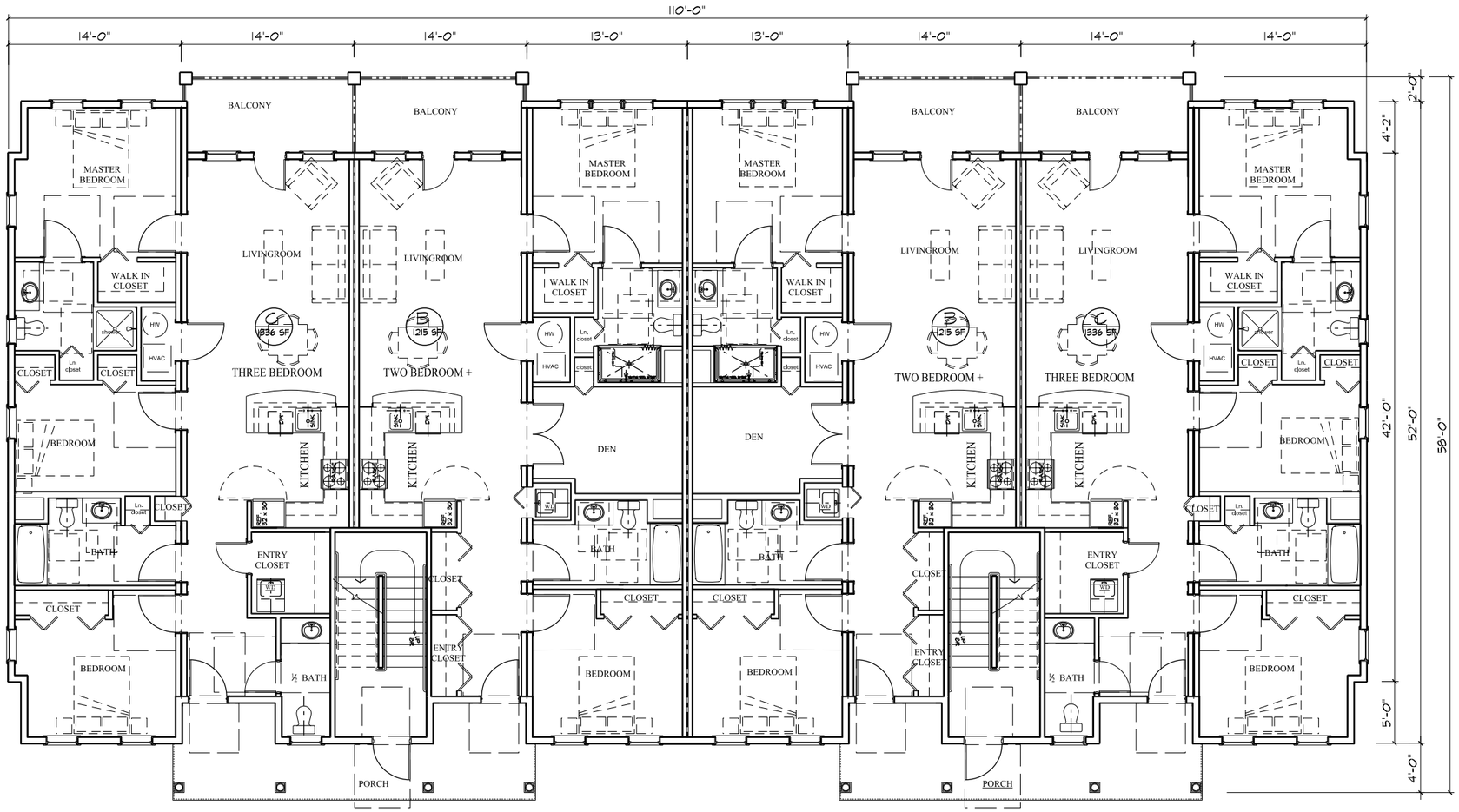
REGISTERED ARCHITECT
GARRY W. GARDNER
No. 6034
COHASSET, MA.
COMMONWEALTH OF MASSACHUSETTS

**SURFSIDE COMMONS**
SCHEMATIC

**15 UNIT BUILDING**

SHESKEY ARCHITECTS
10-9-15

A.17




FIRST FLOOR PLAN
3/32" = 1'-0"
AREA: 5,390 GSF

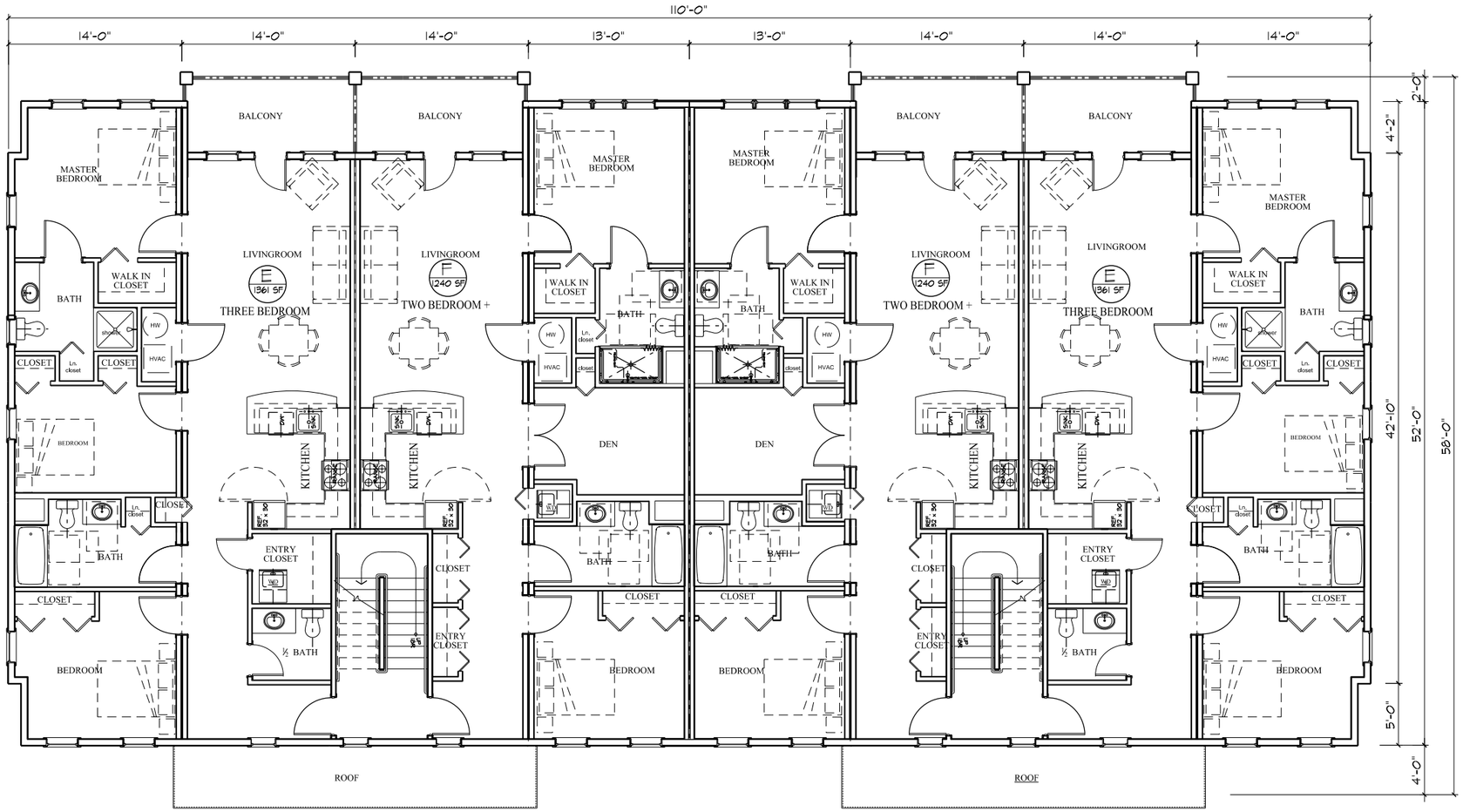
REGISTERED ARCHITECT
GARRY W. GARDNER
No. 6034
COHASSET, MA.

**SURFSIDE COMMONS**
SCHEMATIC

**15 UNIT BUILDING**

SHESKEY ARCHITECTS
10-9-15

A.18




## SECOND FLOOR PLAN

3/32" = 1'-0"

AREA: 5,489 GSF

REGISTERED ARCHITECT
GARRY W. GARDNER
No. 6034
COHASSET, MA.
COMMONWEALTH OF MASSACHUSETTS

**SURFSIDE COMMONS**

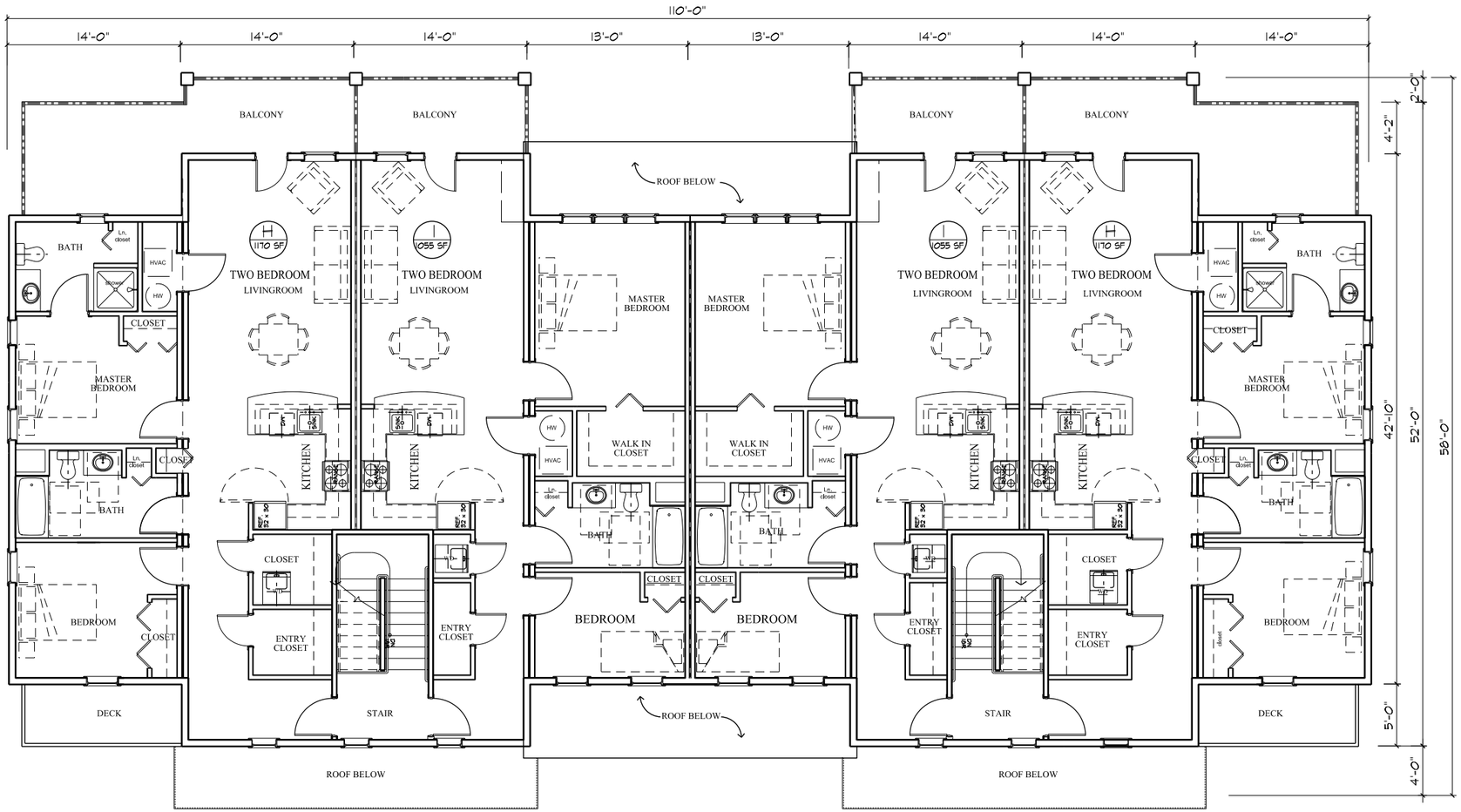
SCHEMATIC

**15 UNIT BUILDING**

SHESKEY ARCHITECTS

10-9-15

A.19




## THIRD FLOOR PLAN

3/32" = 1'-0"

AREA: 4,737 GSF

REGISTERED ARCHITECT
GARRY W. GARDNER
No. 6034
COHASSET, MA.
COMMONWEALTH OF MASSACHUSETTS

**SURFSIDE COMMONS**

SCHEMATIC

**15 UNIT BUILDING**

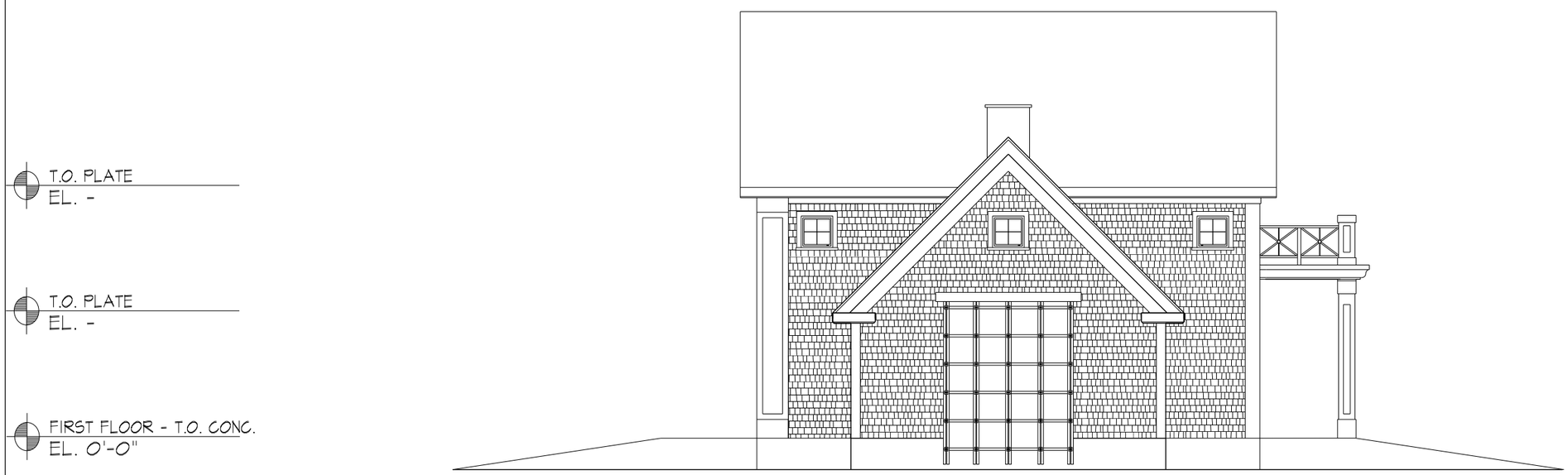
SHESKEY ARCHITECTS

10-9-15

A.20

FRONT ELEVATION
1/8" = 1'-0"

REAR ELEVATION
1/8" = 1'-0"




SIDE ELEVATION
1/8" = 1'-0"

CONSTRUCTION TYPE:
WOOD FRAME ON CONCRETE FOUNDATION

EXTERIOR MATERIALS:
CEDAR SIDING, PAINTED TRIM,
VINYL WINDOWS AND ASPHALT ROOF SHINGLES

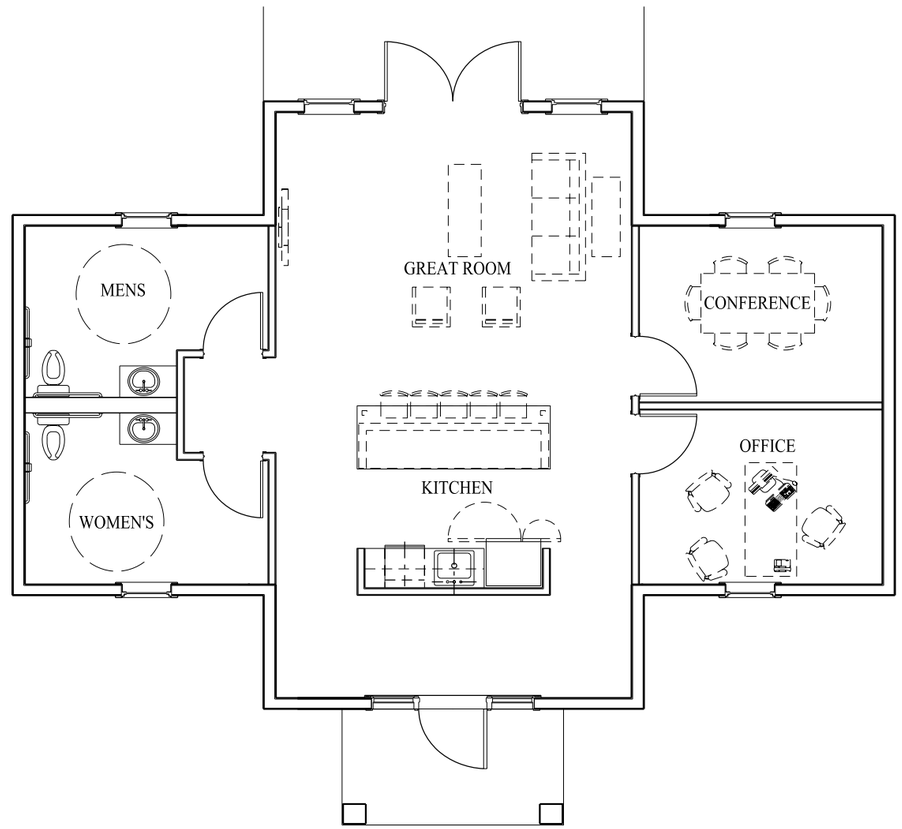
REGISTERED ARCHITECT
GARRY W. GARDNER
No. 6034
COHASSET, MA.
COMMONWEALTH OF MASSACHUSETTS

**SURFSIDE COMMONS**
SCHEMATIC

**CLUB HOUSE**

SHESKEY ARCHITECTS
10-9-15

A.21




FLOOR PLAN
1/8" = 1'-0"
AREA: 1177 SF

REGISTERED ARCHITECT
GARRY W. GARDNER
No. 6034
COHASSET, MA.
COMMONWEALTH OF MASSACHUSETTS

**SURFSIDE COMMONS**
SCHEMATIC

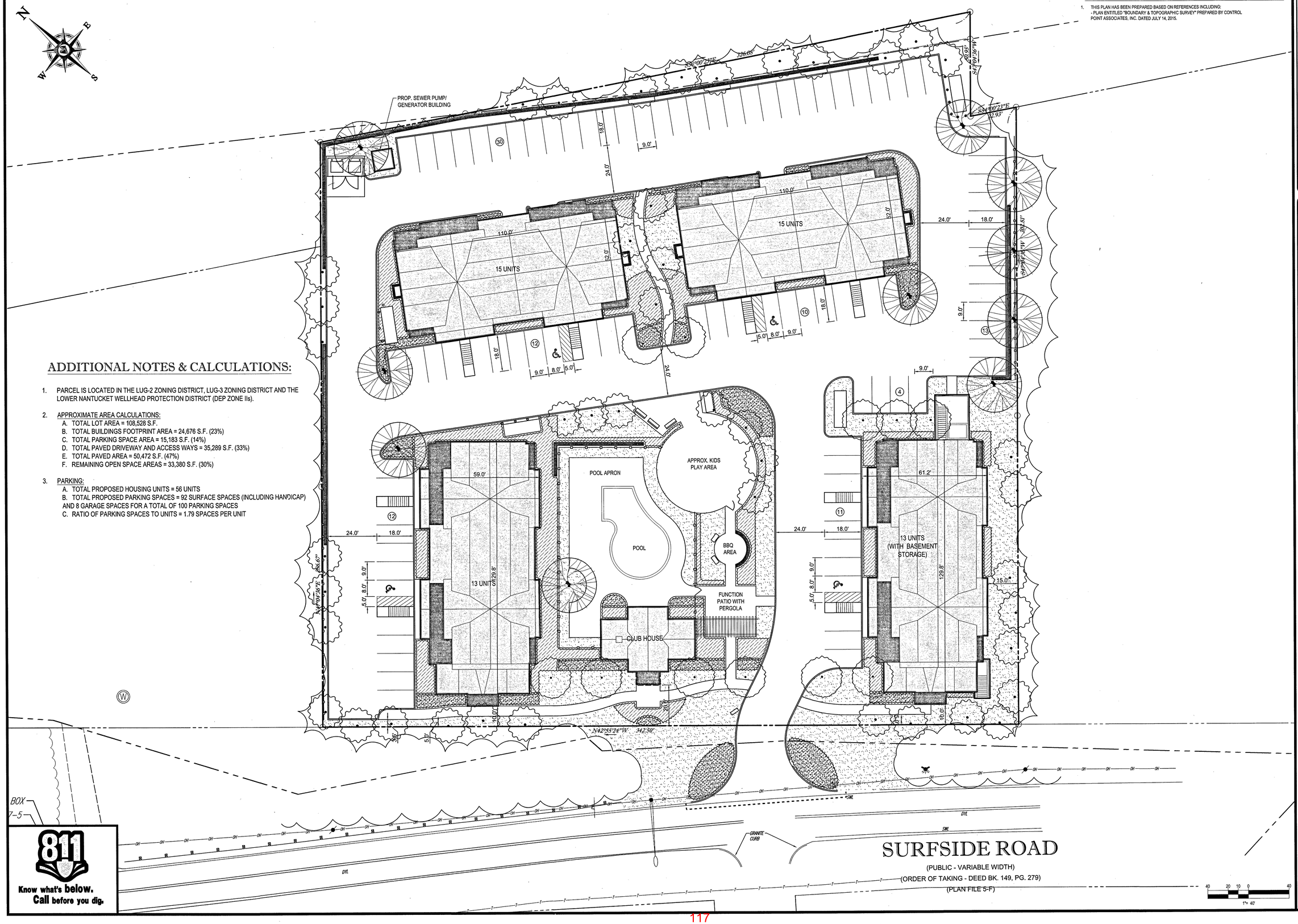
**CLUB HOUSE**

SHESKEY ARCHITECTS
10-9-15

A.22

# CONCEPT LAYOUT PLAN NOTES

1. THIS PLAN HAS BEEN PREPARED BASED ON REFERENCES INCLUDING:
   - PLAN ENTITLED "BOUNDARY & TOPOGRAPHIC SURVEY" PREPARED BY CONTROL POINT ASSOCIATES, INC. DATED JULY 14, 2015.




## ADDITIONAL NOTES & CALCULATIONS:

1. PARCEL IS LOCATED IN THE LUG-2 ZONING DISTRICT, LUG-3 ZONING DISTRICT AND THE LOWER NANTUCKET WELLHEAD PROTECTION DISTRICT (DEP ZONE IIs).

2. APPROXIMATE AREA CALCULATIONS:
   A. TOTAL LOT AREA = 108,528 S.F.
   B. TOTAL BUILDINGS FOOTPRINT AREA = 24,676 S.F. (23%)
   C. TOTAL PARKING SPACE AREA = 15,183 S.F. (14%)
   D. TOTAL PAVED DRIVEWAY AND ACCESS WAYS = 35,289 S.F. (33%)
   E. TOTAL PAVED AREA = 50,472 S.F. (47%)
   F. REMAINING OPEN SPACE AREAS = 33,380 S.F. (30%)

3. PARKING:
   A. TOTAL PROPOSED HOUSING UNITS = 56 UNITS
   B. TOTAL PROPOSED PARKING SPACES = 92 SURFACE SPACES (INCLUDING HANDICAP) AND 8 GARAGE SPACES FOR A TOTAL OF 100 PARKING SPACES
   C. RATIO OF PARKING SPACES TO UNITS = 1.79 SPACES PER UNIT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| REV | DATE | COMMENT | BY |
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PRELIMINARY

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|---|---|
| PROJECT No.: | W141149 |
| DRAWN BY: | KBS/GMW |
| CHECKED BY: | JGS |
| DATE: | 10/19/2015 |
| SCALE: | AS NOTED |
| CAD I.D.: | W141149SS0 |

PROJECT:

# CONCEPT PLAN
FOR
# SURFSIDE COMMONS
# ATLANTIC DEVELOPMENT

LOCATION OF SITE
106 SURFSIDE ROAD
TOWN OF NANTUCKET
NANTUCKET COUNTY
MASSACHUSETTS


BOHLER ENGINEERING
352 TURNPIKE ROAD
SOUTHBOROUGH, MA 01772
Phone: (508) 480-9900
Fax: (508) 480-9080
www.BohlerEngineering.com


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NEW YORK LICENSE No. 073816
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SHEET TITLE:
CONCEPT PLAN

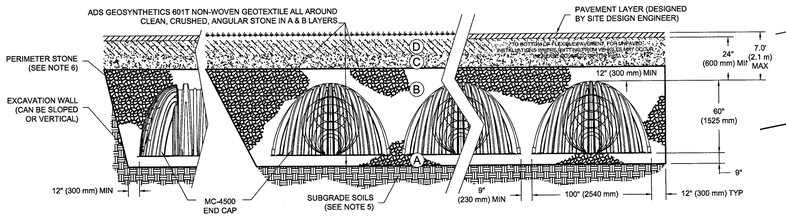
SHEET NUMBER:
1
OF 7

REV 0 - 11/20/2015

## ACCEPTABLE FILL MATERIALS: STORMTECH MC-4500 CHAMBER SYSTEMS

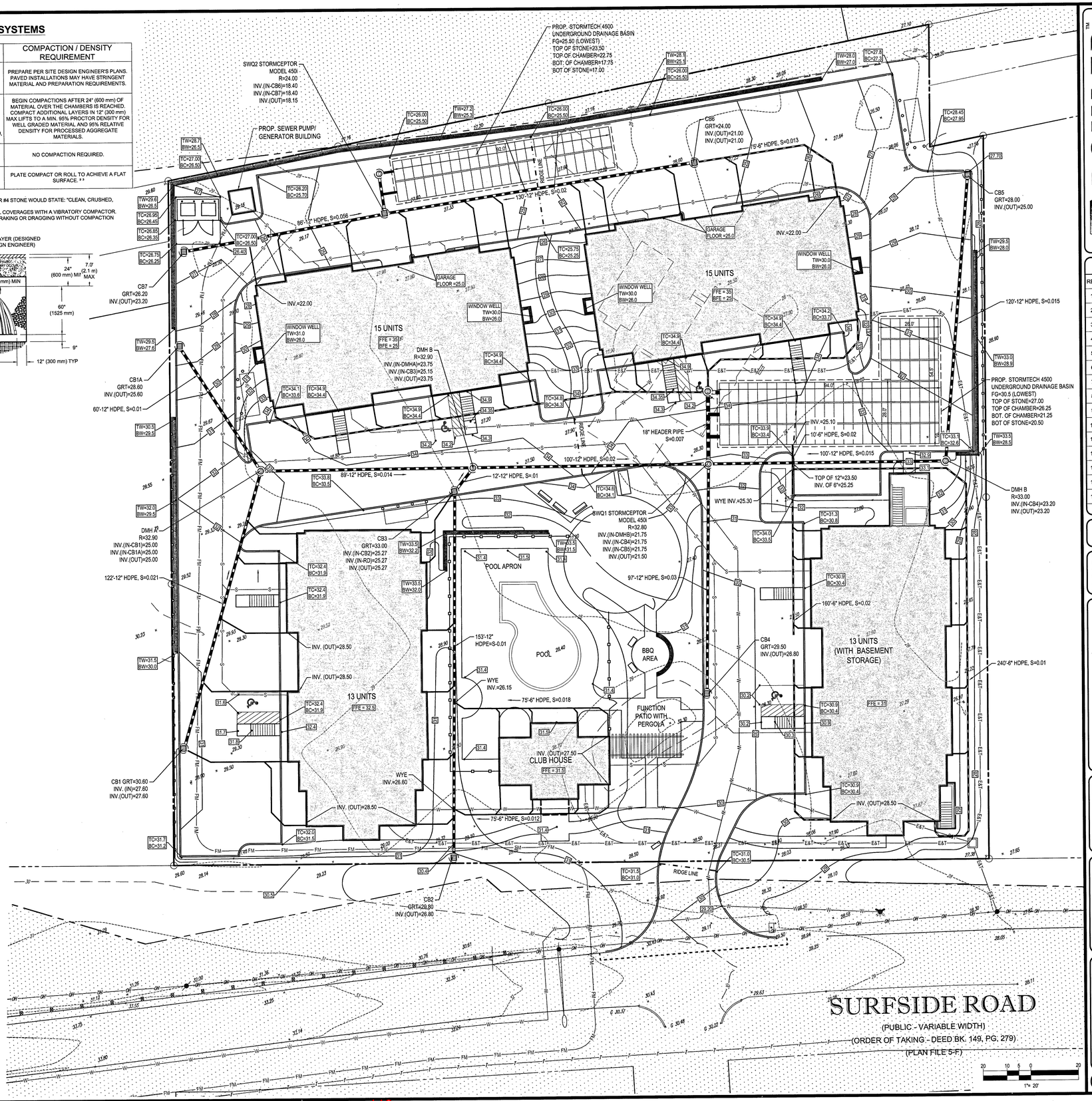
| | MATERIAL LOCATION | DESCRIPTION | AASHTO MATERIAL CLASSIFICATIONS | COMPACTION / DENSITY REQUIREMENT |
|---|---|---|---|---|
| D | **FINAL FILL:** FILL MATERIAL FOR LAYER 'D' STARTS FROM THE TOP OF THE 'C' LAYER TO THE BOTTOM OF FLEXIBLE PAVEMENT OR UNPAVED FINISHED GRADE ABOVE. NOTE THAT PAVEMENT SUBBASE MAY BE PART OF THE 'D' LAYER | ANY SOIL/ROCK MATERIALS, NATIVE SOILS, OR PER ENGINEER'S PLANS. CHECK PLANS FOR PAVEMENT SUBGRADE REQUIREMENTS. | N/A | PREPARE PER SITE DESIGN ENGINEER'S PLANS. PAVED INSTALLATIONS MAY HAVE STRINGENT MATERIAL AND PREPARATION REQUIREMENTS. |
| C | **INITIAL FILL:** FILL MATERIAL FOR LAYER 'C' STARTS FROM THE TOP OF THE EMBEDMENT STONE ('B' LAYER) TO 24" (600 mm) ABOVE THE TOP OF THE CHAMBER. NOTE THAT PAVEMENT SUBBASE MAY BE A PART OF THE 'C' LAYER. | GRANULAR WELL-GRADED SOIL/AGGREGATE MIXTURES, <35% FINES OR PROCESSED AGGREGATE. MOST PAVEMENT SUBBASE MATERIALS CAN BE USED IN LIEU OF THIS LAYER. | AASHTO M145[3] A-1, A-2-4, A-3 OR AASHTO M43[1] 3, 357, 4, 467, 5, 56, 57, 6, 67, 68, 7, 78, 8, 89, 9, 10 | BEGIN COMPACTIONS AFTER 24" (600 mm) OF MATERIAL OVER THE CHAMBERS IS REACHED. COMPACT ADDITIONAL LAYERS IN 12" (300 mm) MAX LIFTS TO A MIN. 95% PROCTOR DENSITY FOR WELL GRADED MATERIAL AND 95% RELATIVE DENSITY FOR PROCESSED AGGREGATE MATERIALS. |
| B | **EMBEDMENT STONE:** FILL SURROUNDING THE CHAMBERS FROM THE FOUNDATION STONE ('A' LAYER) TO THE 'C' LAYER ABOVE. | CLEAN, CRUSHED, ANGULAR STONE, NOMINAL SIZE DISTRIBUTION BETWEEN 3/4-2 INCH (20-50 mm) | AASHTO M43[1] 3, 4 | NO COMPACTION REQUIRED. |
| A | **FOUNDATION STONE:** FILL BELOW CHAMBERS FROM THE SUBGRADE UP TO THE FOOT (BOTTOM) OF THE CHAMBER. | CLEAN, CRUSHED, ANGULAR STONE, NOMINAL SIZE DISTRIBUTION BETWEEN 3/4-2 INCH (20-50 mm) | AASHTO M43[1] 3, 4 | PLATE COMPACT OR ROLL TO ACHIEVE A FLAT SURFACE. [2,3] |

PLEASE NOTE:
1. THE LISTED AASHTO DESIGNATIONS ARE FOR GRADATIONS ONLY. THE STONE MUST ALSO BE CLEAN, CRUSHED, ANGULAR. FOR EXAMPLE, A SPECIFICATION FOR #4 STONE WOULD STATE: "CLEAN, CRUSHED, ANGULAR NO. 4 (AASHTO M43) STONE".
2. STORMTECH COMPACTION REQUIREMENTS ARE MET FOR 'A' LOCATION MATERIALS WHEN PLACED AND COMPACTED IN 9" (230 mm) (MAX) LIFTS USING TWO FULL COVERAGES WITH A VIBRATORY COMPACTOR.
3. WHERE INFILTRATION SURFACES MAY BE COMPROMISED BY COMPACTION, FOR STANDARD DESIGN LOAD CONDITIONS, A FLAT SURFACE MAY BE ACHIEVED BY RAKING OR DRAGGING WITHOUT COMPACTION EQUIPMENT. FOR SPECIAL LOAD DESIGNS, CONTACT STORMTECH FOR COMPACTION REQUIREMENTS.




## NOTES:

1. MC-4500 CHAMBERS SHALL CONFORM TO THE REQUIREMENTS OF ASTM F2418 "STANDARD SPECIFICATION FOR POLYPROPYLENE (PP) CORRUGATED WALL STORMWATER COLLECTION CHAMBERS".
2. MC-4500 CHAMBERS SHALL BE DESIGNED IN ACCORDANCE WITH ASTM F2787 "STANDARD PRACTICE FOR STRUCTURAL DESIGN OF THERMOPLASTIC CORRUGATED WALL STORMWATER COLLECTION CHAMBERS".
3. "ACCEPTABLE FILL MATERIALS" TABLE ABOVE PROVIDES MATERIAL LOCATIONS, DESCRIPTIONS, GRADATIONS, AND COMPACTION REQUIREMENTS FOR FOUNDATION, EMBEDMENT, AND FILL MATERIALS.
4. THE "SITE DESIGN ENGINEER" REFERS TO THE ENGINEER RESPONSIBLE FOR THE DESIGN AND LAYOUT OF THE STORMTECH CHAMBERS FOR THIS PROJECT.
5. THE SITE DESIGN ENGINEER IS RESPONSIBLE FOR ASSESSING THE BEARING RESISTANCE (ALLOWABLE BEARING CAPACITY) OF THE SUBGRADE SOILS AND THE DEPTH OF FOUNDATION STONE WITH CONSIDERATION FOR THE RANGE OF EXPECTED SOIL MOISTURE CONDITIONS.
6. PERIMETER STONE MUST BE EXTENDED HORIZONTALLY TO THE EXCAVATION WALL FOR BOTH VERTICAL AND SLOPED EXCAVATION WALLS.
7. ONCE LAYER 'C' IS PLACED, ANY SOIL/MATERIAL CAN BE PLACED IN LAYER 'D' UP TO THE FINISHED GRADE. MOST PAVEMENT SUBBASE SOILS CAN BE USED TO REPLACE THE MATERIAL REQUIREMENTS OF LAYER 'C' OR 'D' AT THE SITE DESIGN ENGINEER'S DISCRETION.

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PRELIMINARY

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|---|---|
| PROJECT No.: | W141149 |
| DRAWN BY: | KBS/GMW |
| CHECKED BY: | JGS |
| DATE: | 10/19/2015 |
| SCALE: | AS NOTED |
| CAD I.D.: | W141149SS0 |

PROJECT:
CONCEPT PLAN
FOR
SURFSIDE COMMONS
ATLANTIC DEVELOPMENT
LOCATION OF SITE
106 SURFSIDE ROAD
TOWN OF NANTUCKET
NANTUCKET COUNTY
MASSACHUSETTS

BOHLER ENGINEERING
352 TURNPIKE ROAD
SOUTHBOROUGH, MA 01772
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MAINE LICENSE No. 13816
CONNECTICUT LICENSE No. 30785
RHODE ISLAND LICENSE No. 11425

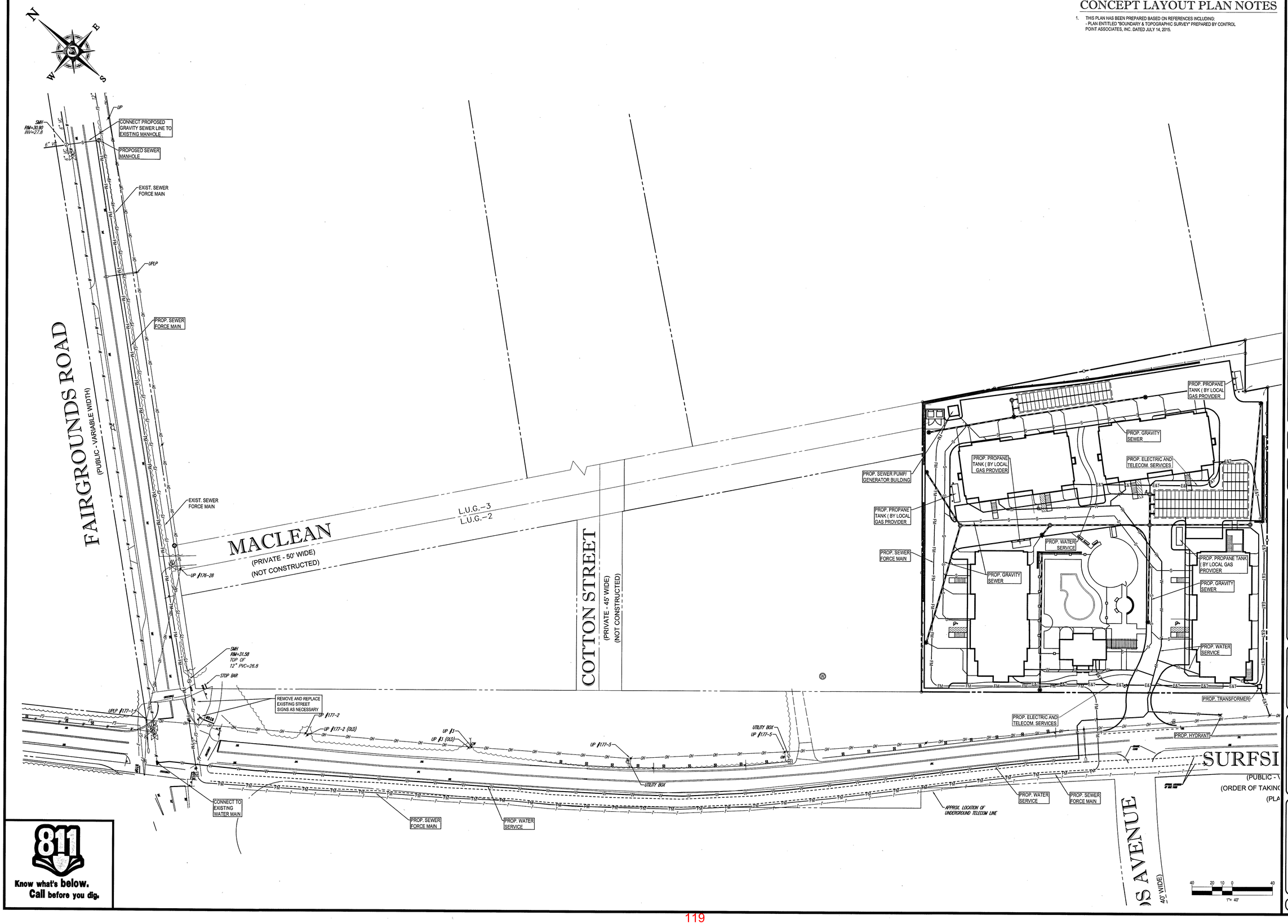
SHEET TITLE:
GRADING & LAYOUT CONCEPT

SHEET NUMBER:
2
OF 7

REV 0 - 11/20/2015

# CONCEPT LAYOUT PLAN NOTES

1. THIS PLAN HAS BEEN PREPARED BASED ON REFERENCES INCLUDING:
   - PLAN ENTITLED "BOUNDARY & TOPOGRAPHIC SURVEY" PREPARED BY CONTROL POINT ASSOCIATES, INC. DATED JULY 14, 2015.

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PRELIMINARY

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PROJECT:

# CONCEPT PLAN
FOR
# SURFSIDE COMMONS
# ATLANTIC DEVELOPMENT

LOCATION OF SITE
106 SURFSIDE ROAD
TOWN OF NANTUCKET
NANTUCKET COUNTY
MASSACHUSETTS

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352 TURNPIKE ROAD
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Fax: (508) 480-9080
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J.G. SWERLING
JOSHUA G. SWERLING
No. 41697
PROFESSIONAL ENGINEER
MASSACHUSETTS REGISTERED
NEW HAMPSHIRE LICENSE No. 14696
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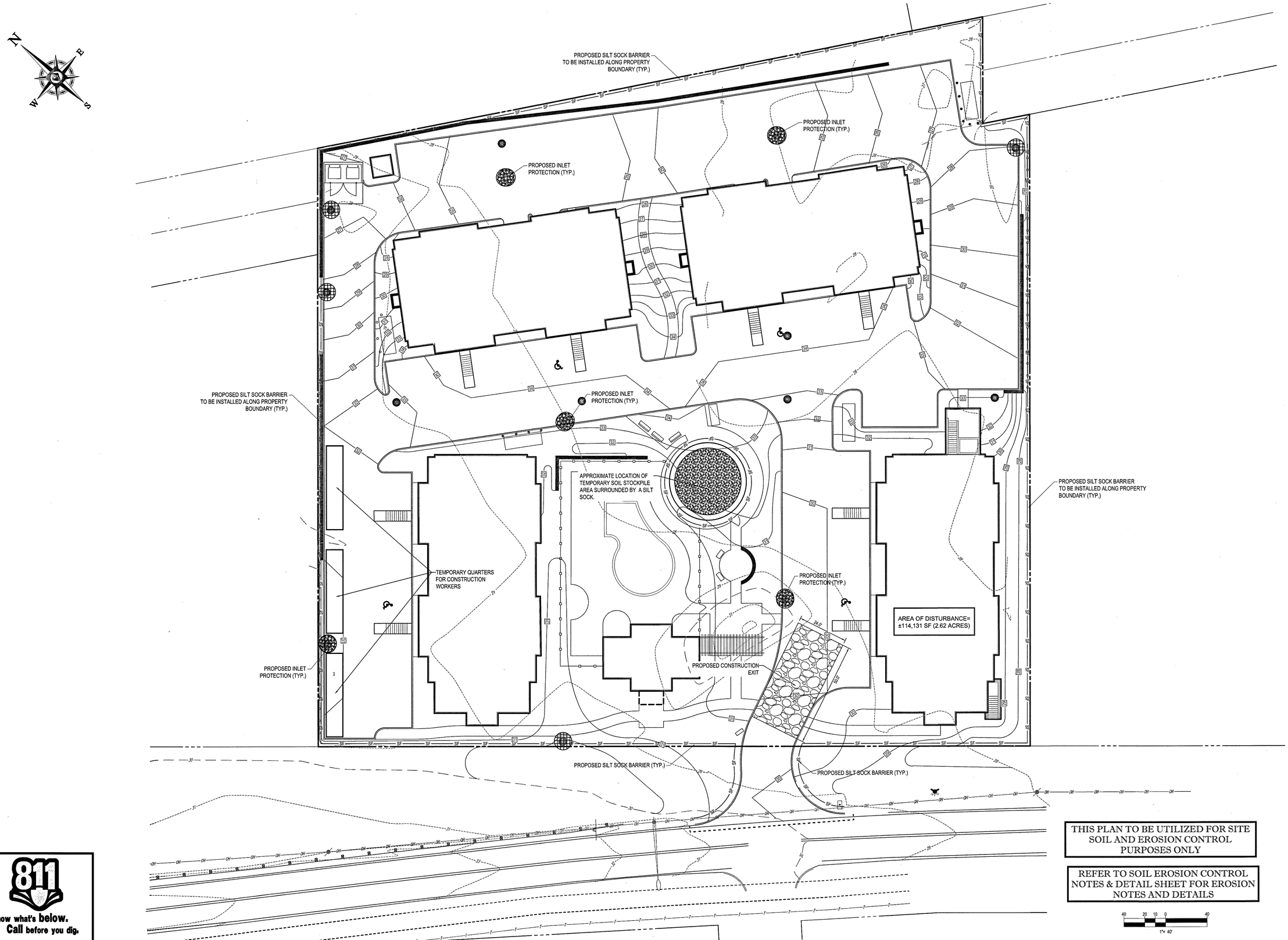
SHEET TITLE:

# CONCEPTUAL UTILITY PLAN

SHEET NUMBER:
3
OF 7

REV 0 - 11/20/2015




THIS PLAN TO BE UTILIZED FOR SITE SOIL AND EROSION CONTROL PURPOSES ONLY

REFER TO SOIL EROSION CONTROL NOTES & DETAIL SHEET FOR EROSION NOTES AND DETAILS

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| PROJECT No.: | W141149 |
| DRAWN BY: | KBS/GMW |
| CHECKED BY: | JGS |
| DATE: | 10/19/2015 |
| SCALE: | AS NOTED |
| CAD I.D.: | W141149SS0 |

PROJECT:

CONCEPT PLAN

FOR

SURFSIDE COMMONS

ATLANTIC DEVELOPMENT

LOCATION OF SITE
106 SURFSIDE ROAD
TOWN OF NANTUCKET
NANTUCKET COUNTY
MASSACHUSETTS


BOHLER ENGINEERING
352 TURNPIKE ROAD
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Phone: (508) 480-9900
Fax: (508) 480-9080
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SHEET TITLE:

SOIL EROSION & SEDIMENT CONTROL CONCEPT PLAN

SHEET NUMBER:

4

OF 7

REV 0 - 11/20/2015

# EROSION & SEDIMENT CONTROL NOTES

1. ALL SEDIMENT AND EROSION CONTROL MEASURES SHALL BE DONE AS SET FORTH IN THE "EROSION AND SEDIMENT CONTROL HANDBOOK" PUBLISHED BY THE U.S.D.A. SOIL CONSERVATION SERVICE, STORRS, CONNECTICUT, 1972, AS AMENDED.
2. THOSE AREAS UNDERGOING ACTUAL CONSTRUCTION WILL BE LEFT IN AN UNTREATED OR UNVEGETATED CONDITION FOR A MINIMUM TIME. AREAS SHALL BE PERMANENTLY STABILIZED WITHIN 15 DAYS OF FINAL GRADING AND TEMPORARILY STABILIZED WITHIN 30 DAYS OF INITIAL DISTURBANCE OF THE SOIL. IF THE DISTURBANCE IS WITHIN 100 FEET OF A STREAM OR POND, THE AREA SHALL BE STABILIZED WITHIN 7 DAYS OR PRIOR TO ANY STORM EVENT (THIS WOULD INCLUDE WETLANDS).
3. SEDIMENT BARRIERS (SILT FENCE, STRAW BARRIERS, ETC.) SHOULD BE INSTALLED PRIOR TO ANY SOIL DISTURBANCE OF THE CONTRIBUTING DRAINAGE AREA ABOVE THEM. MULCH NETTING SHALL BE USED TO ANCHOR MULCH IN ALL AREAS WITH SLOPES GREATER THAN 15% AFTER OCTOBER 1ST THE SAME APPLIES FOR ALL SLOPES GREATER THAN 8%.
4. INSTALL SILT FENCE AT TOE OF SLOPE TO FILTER SILT FROM RUNOFF. SEE SILT FENCE DETAIL FOR PROPER INSTALLATION. SILT FENCE WILL REMAIN IN PLACE PER NOTE #5.
5. ALL EROSION CONTROL STRUCTURES WILL BE INSPECTED, REPLACED AND/OR REPAIRED EVERY 7 DAYS AND IMMEDIATELY FOLLOWING ANY SIGNIFICANT RAINFALL OR SNOW MELT OR WHEN NO LONGER SERVICEABLE DUE TO SEDIMENT ACCUMULATION OR DECOMPOSURE. SEDIMENT DEPOSITS SHOULD BE REMOVED AFTER EACH STORM EVENT. THEY MUST BE REMOVED WHEN DEPOSITS REACH APPROXIMATELY ONE HALF THE HEIGHT OF THE BARRIER. SEDIMENT CONTROL DEVICES SHALL REMAIN IN PLACE AND BE MAINTAINED BY THE CONTRACTOR UNTIL AREAS UPSLOPE ARE STABILIZED BY TURF.
6. NO SLOPES, EITHER PERMANENT OR TEMPORARY, SHALL BE STEEPER THAN TWO TO ONE (2:1).
7. IF FINAL SEEDING OF THE DISTURBED AREAS IS NOT COMPLETED 45 DAYS PRIOR TO THE FIRST KILLING FROST, USE TEMPORARY MULCH (DORMANT SEEDING MAY BE ATTEMPTED AS WELL) TO PROTECT THE SITE AND DELAY SEEDING UNTIL THE NEXT RECOMMENDED SEEDING PERIOD.
8. TEMPORARY SEEDING OF DISTURBED AREAS THAT HAVE NOT BEEN FINAL GRADED SHALL BE COMPLETED 45 DAYS PRIOR TO THE FIRST KILLING FROST TO PROTECT FROM SPRING RUNOFF PROBLEMS.
9. DURING THE CONSTRUCTION PHASE, INTERCEPTED SEDIMENT WILL BE RETURNED TO THE SITE AND REGRADED ONTO OPEN AREAS.
10. REVEGETATION MEASURES WILL COMMENCE UPON COMPLETION OF CONSTRUCTION EXCEPT AS NOTED ABOVE. ALL DISTURBED AREAS NOT OTHERWISE STABILIZED WILL BE GRADED, SMOOTHED, AND PREPARED FOR FINAL SEEDING AS FOLLOWS:
   - 10.1. SIX INCHES OF LOAM WILL BE SPREAD OVER DISTURBED AREAS AND SMOOTHED TO A UNIFORM SURFACE.
   - 10.2. APPLY LIMESTONE AND FERTILIZER ACCORDING TO SOIL TEST. IF SOIL TESTING IS NOT FEASIBLE ON SMALL OR VARIABLE SITES, OR WHERE TIMING IS CRITICAL, FERTILIZER MAY BE APPLIED AT THE RATE OF 800 LB PER ACRE OR 18.4 LB PER 1,000 SF USING 10-20-20 OR EQUIVALENT. APPLY GROUND LIMESTONE (EQUIVALENT TO 50% CALCIUM PLUS MAGNESIUM OXIDE) AT A RATE OF 3 TONS PER ACRE (138 LB PER1,000 SF).
   - 10.3. FOLLOWING SEED BED PREPARATION, DITCHES AND BACK SLOPES WILL BE SEEDED TO A MIXTURE OF 47% CREEPING RED FESCUE, 5% REDTOP, AND 48% TALL FESCUE. THE LAWN AREAS WILL BE SEEDED TO A PREMIUM TURF MIXTURE OF 44% KENTUCKY BLUE-GRASS, 44% CREEPING RED FESCUE, AND 12% PERENNIAL RYEGRASS: SEEDING RATE IS 1.03 LBS PER 1,000 SF LAWN QUALITY SOD MAY BE SUBSTITUTED FOR SEED.
   - 10.4. HAY MULCH AT THE RATE OF 70-90 LBS PER 1,000 SF. A HYDRO-APPLICATION OF WOOD OR PAPER FIBER SHALL BE APPLIED FOLLOWING SEEDING. A SUITABLE BINDER SUCH AS CURASOL OR RMB PLUS WILL BE USED ON HAY MULCH FOR WIND CONTROL.
11. ALL TEMPORARY EROSION CONTROL MEASURES SHALL BE REMOVED ONCE THE SITE IS STABILIZED.
12. WETLANDS WILL BE PROTECTED W/STRAW BALES AND/OR SILT FENCE INSTALLED AT THE EDGE OF THE WETLAND OR THE BOUNDARY OF WETLAND DISTURBANCE.
13. ALL AREAS WITHIN 100 FEET OF A FLAGGED WETLAND OR STREAM SHALL HAVE AN EXPOSURE WINDOW OF NOT MORE THAN 7 DAYS.
14. ALL AREAS WITHIN 100 FEET OF A FLAGGED WETLAND OR STREAM SHALL FOLLOW APPROPRIATE EROSION CONTROL MEASURES PRIOR TO EACH STORM IF NOT BEING ACTIVELY WORKED,

MULCH

| LOCATION | MULCH | RATE (1000 SF) |
|---|---|---|
| PROTECT AREA | STRAW OR HAY | 100 POUNDS |
| WINDY AREA | SHREDDED OR CHOPPED CORNSTALKS<br>STRAW OR HAY (ANCHORED)* | 185-275 POUNDS<br>100 POUNDS |
| MODERATE TO HIGH VELOCITY AREAS OR STEEP SLOPES GREATER THAN 3:1 | JUTE MESH OR EXCELSIOR MAT | AS REQUIRED |
| GREATER THAN 3:1 | (REFER TO GEOTECHNICAL REPORT FOR FINAL DESIGN REQUIREMENT) | |

* A HYDRO-APPLICATION OF WOOD, OR PAPER FIBER MAY BE APPLIED FOLLOWING SEEDING. A SUITABLE BINDER SUCH AS CURASOL OR RMB
PLUS SHALL BE USED ON HAY MULCH FOR WIND CONTROL.

MULCH ANCHORING
ANCHOR MULCH WITH PEG AND TWINE (1 SQ. YD/BLOCK); MULCH NETTING (AS PER MANUFACTURER); WOOD CELLULOSE FIBER (750 LBS/ACRE); CHEMICAL TACK (AS PER MANUFACTURER'S SPECIFICATIONS); USE OF A SERRATED STRAIGHT DISK. WETTING FOR SMALL AREAS AND ROAD DITCHES MAY BE PERMITTED.

# EROSION CONTROL NOTES DURING WINTER CONSTRUCTION

1. WINTER CONSTRUCTION PERIOD: NOVEMBER 1 THROUGH APRIL 15.
2. WINTER EXCAVATION AND EARTHWORK SHALL BE DONE SUCH THAT NO MORE THAN 1 ACRE OF THE SITE IS WITHOUT STABILIZATION AT ANY ONE TIME.
3. EXPOSED AREA SHOULD BE LIMITED TO THAT CAN BE MULCHED IN ONE DAY PRIOR TO ANY SNOW EVENT.
4. CONTINUATION OF EARTHWORK OPERATION ON ADDITIONAL AREAS SHALL NOT BEGIN UNTIL THE EXPOSED SOIL SURFACE ON THE AREA BEING WORKED HAS BEEN STABILIZED SUCH THAT NO LARGER AREA OF THE SITE IS WITHOUT EROSION CONTROL PROTECTION AS LISTED IN ITEM 2 ABOVE.
5. AN AREA SHALL BE CONSIDERED TO HAVE BEEN STABILIZED WHEN EXPOSED SURFACES HAVE BEEN EITHER MULCHED WITH STRAW OR HAY AT A RATE OF 100 LB. PER 1,000 SQUARE FEET (WITH OR WITHOUT SEEDING) OR DORMANT SEEDED, MULCHED AND ADEQUATELY ANCHORED BY AN APPROVED ANCHORING TECHNIQUE.
6. BETWEEN THE DATES OF OCTOBER 15 AND APRIL 1ST, LOAM OR SEED WILL NOT BE REQUIRED. DURING PERIODS OF ABOVE FREEZING TEMPERATURES THE SLOPES SHALL BE FINE GRADED AND EITHER PROTECTED WITH MULCH OR TEMPORARILY SEEDED AND MULCHED UNTIL SUCH TIME AS THE FINAL TREATMENT CAN BE APPLIED. IF THE DATE IS AFTER NOVEMBER 1ST AND IF THE EXPOSED AREA HAS BEEN LOAMED, FINAL GRADED AND IS SMOOTH, THEN THE AREA MAY BE DORMANT SEEDED AT A RATE OF 200 - 300% HIGHER THAN SPECIFIED FOR PERMANENT SEED AND THEN MULCHED. IF CONSTRUCTION CONTINUES DURING FREEZING WEATHER, ALL EXPOSED AREAS SHALL BE CONTINUOUSLY GRADED BEFORE FREEZING AND THE SURFACE TEMPORARILY PROTECTED FROM EROSION BY THE APPLICATION OF MULCH. SLOPES SHALL NOT BE LEFT UNEXPOSED OVER THE WINTER OR ANY OTHER EXTENDED TIME OF WORK SUSPENSION UNLESS TREATED IN THE ABOVE MANNER. UNTIL SUCH TIME AS WEATHER CONDITIONS ALLOW DITCHES TO BE FINISHED WITH THE PERMANENT SURFACE TREATMENT, EROSION SHALL BE CONTROLLED BY THE INSTALLATION OF BALES OF HAY OR STONE CHECK DAMS IN ACCORDANCE WITH THE STANDARD DETAILS.
7. MULCHING REQUIREMENTS:
   - 7.1. BETWEEN THE DATES OF NOVEMBER 1ST AND APRIL 15TH ALL MULCH SHALL BE ANCHORED BY EITHER PEG LINE, MULCH NETTING OR WOOD CELLULOSE FIBER.
   - 7.2. MULCH NETTING SHALL BE USED TO ANCHOR MULCH IN ALL DRAINAGE WAYS WITH A SLOPE GREATER THAN 3% FOR SLOPE EXPOSED TO DIRECT WINDS AND FOR ALL OTHER SLOPES GREATER THAN 8%.
   - 7.3. MULCH NETTING SHALL BE USED TO ANCHOR MULCH IN ALL AREAS WITH SLOPES GREATER THAN 15% AFTER OCTOBER 1ST THE SAME APPLIES FOR ALL SLOPES GREATER THAN 8%.
8. AFTER NOVEMBER 1ST THE CONTRACTOR SHALL APPLY DORMANT SEEDING OR MULCH AND ANCHORING ON ALL BARE EARTH AT THE END OF EACH WORKING DAY.
9. DURING THE WINTER CONSTRUCTION PERIOD ALL SNOW SHALL BE REMOVED FROM AREAS OF SEEDING AND MULCHING PRIOR TO PLACEMENT.
10. STOCKPILING OF MATERIALS (DIRT, WOOD, CONSTRUCTION MATERIALS, ETC.) MUST REMAIN COVERED AT ALL TIMES TO MINIMIZE ANY DUST PROBLEMS THAT MAY OCCUR WITH ADJACENT PROPERTIES AND TO PROVIDE MAXIMUM PROTECTION AGAINST EROSION RUNOFF.
11. EXISTING CATCH BASIN STRUCTURES SHALL BE PROTECTED UNTIL SUCH TIME AS THEY ARE REMOVED.

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# CONSTRUCTION SEQUENCE

THE FOLLOWING CONSTRUCTION SEQUENCE IS RECOMMENDED:

-INSTALLATION OF STABILIZED CONSTRUCTION ENTRANCE/EXIT (AS SHOWN)

-INSTALLATION OF EROSION CONTROL BARRIER (SILT SOCK) (AS SHOWN)

-INSTALLATION OF INLET PROTECTION (AS REQUIRED TO KEEP SEDIMENT OUT OF DEVELOPMENT SYSTEM)

-DEMOLITION OF EXISTING SITE PAVEMENT AND BUILDINGS (SEE DEMOLITION PLAN)

-CLEARING AND REMOVAL OF TREES AND TOPSOIL

-INSTALLATION OF TEMPORARY SWALES AND SEDIMENT BASINS (AS NECESSARY)

-EARTHWORK AND EXCAVATION/FILLING (AS NECESSARY)

-CONSTRUCTION OF UTILITIES

-STABILIZE PERMANENT LAWN AREAS AND SLOPES WITH TEMPORARY SEEDING

-INSTALLATION OF INLET PROTECTION ON ON-SITE UTILITIES (AS SHOWN)

-CONSTRUCTION OF BUILDINGS

-CONSTRUCTION OF ALL CURBING AND LANDSCAPE ISLANDS AS INDICATED ON THE PLANS

-SPREAD TOPSOIL ON SLOPED AREAS AND SEED AND MULCH

-FINAL GRADING OF ALL SLOPED AREAS PER GRADING PLAN

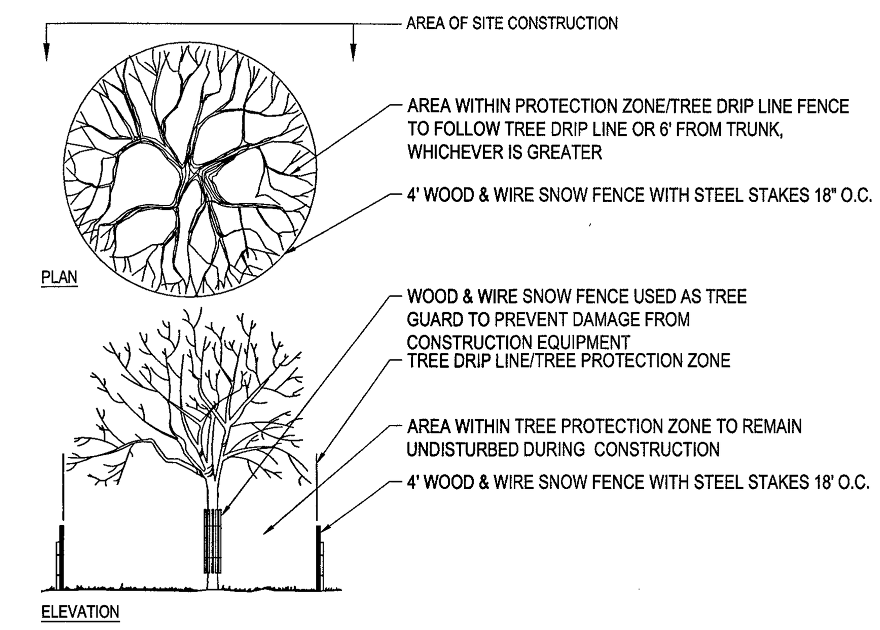
-PLACE 6" TOPSOIL ON SLOPES AFTER FINAL GRADING COMPLETED. FERTILIZE, SEED, AND MULCH SEED MIXTURE TO BE INSTALLED REQUIRED.

-REMOVAL OF THE TEMPORARY SEDIMENT BASINS

-PAVE PARKING LOT

-LANDSCAPING PER LANDSCAPING PLAN

-REMOVE EROSION CONTROLS AS DISTURBED AREAS BECOME STABILIZED TO 70% STABILIZATION OR GREATER.




## TREE PROTECTION DURING CONSTRUCTION

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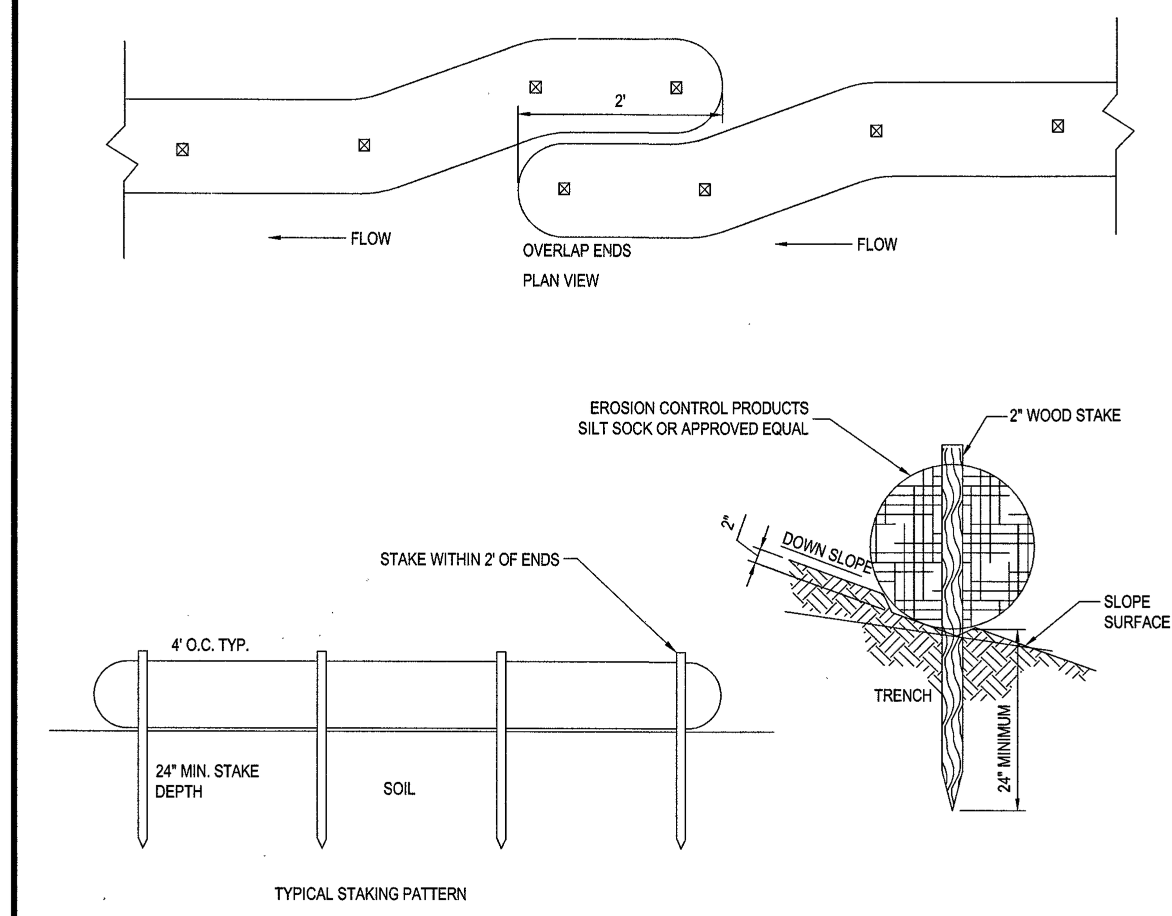
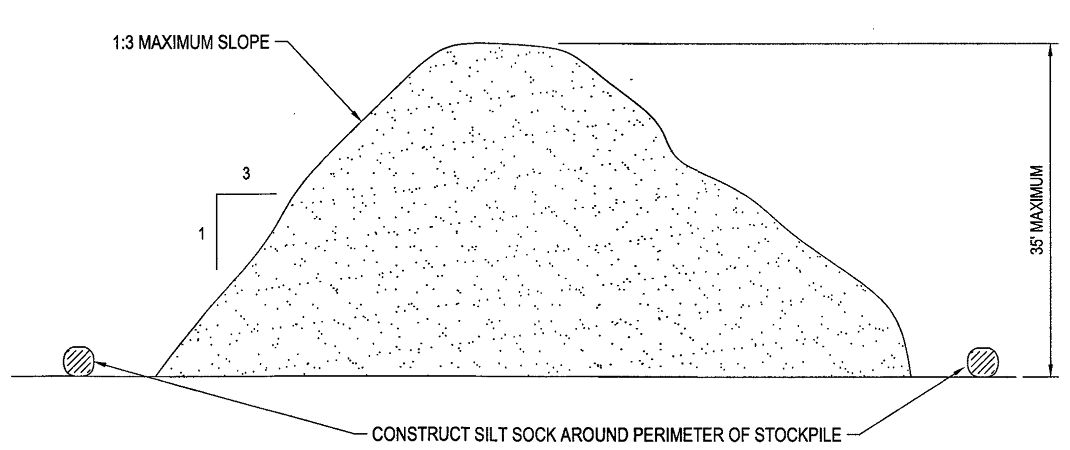



## SILT SOCK DETAIL

N.T.S.




## TEMPORARY STOCKPILE DETAIL

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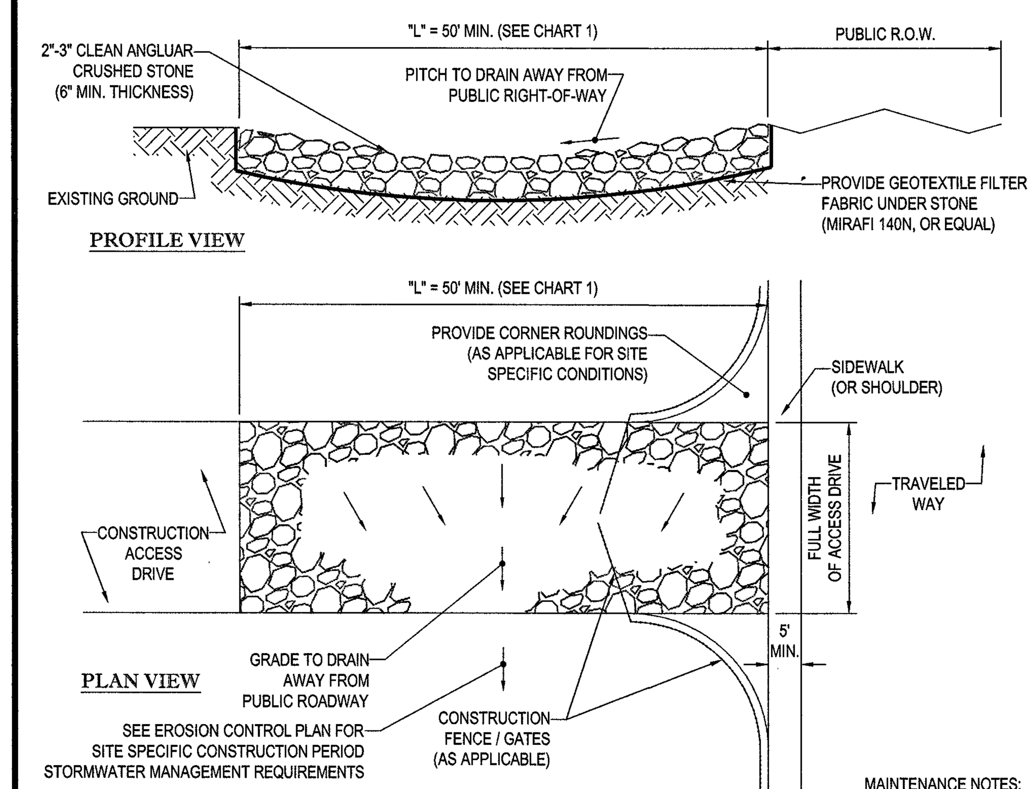


MAINTENANCE NOTES:
1. INSPECT STABILIZED CONSTRUCTION ENTRANCE / ANTI-TRACKING PAD AND SEDIMENT DISPOSAL AREA WEEKLY OF AFTER EVERY MAJOR RAIN STORM EVENT.
2. WASH WATER (IF USED) SHALL BE DIRECTED TOWARD A SEDIMENT TRAP, SUFFICIENTLY SIZED FOR SPECIFIC SITE CONDITIONS.
3. EXCESSIVELY MUD-CLOGGED STONE SHALL BE REMOVED AND REPLACED, AS NEEDED.

CHART 1

| PERCENT SLOPE OF ROADWAY | LENGTH OF STONE REQUIRED | |
|---|---|---|
| | COARSE GRAINED SOILS | FINE GRAINED SOILS |
| 0 TO 2% | 50 FT | 100 FT |
| 2% TO 5% | 100 FT | 200FT |
| >5% | ENTIRE ENTRANCE STABILIZED WITH FABC BASE COURSE (1) | |

(1) AS PRESCRIBED BY LOCAL ORDINANCE OR OTHER GOVERNING AUTHORITY.

## STABILIZED CONSTRUCTION EXIT

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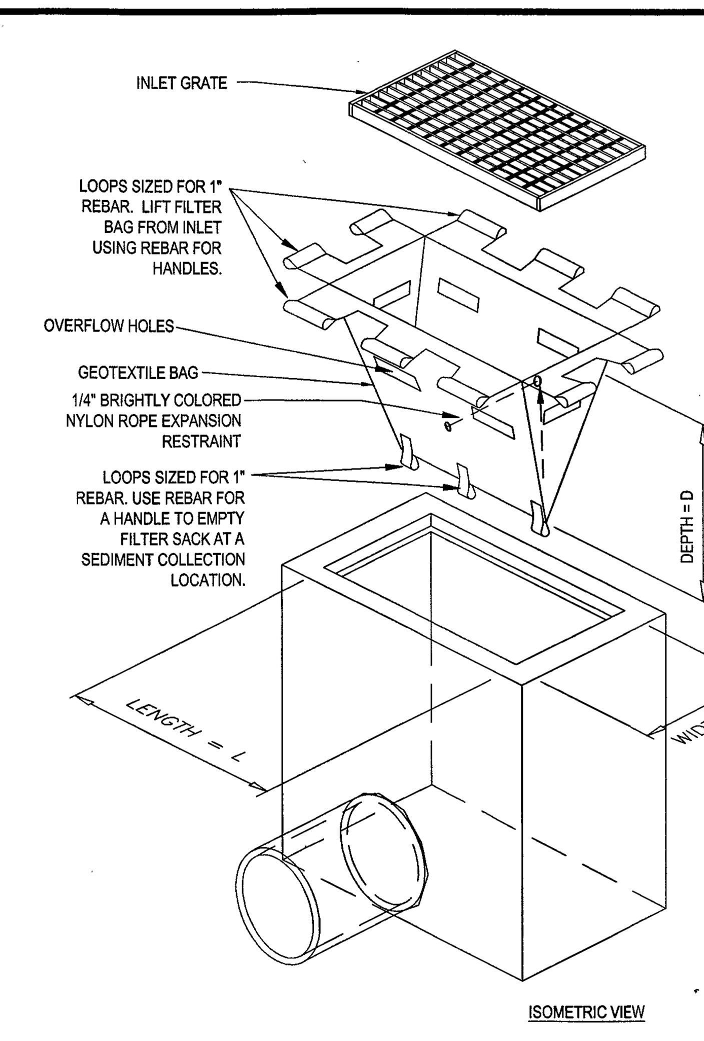


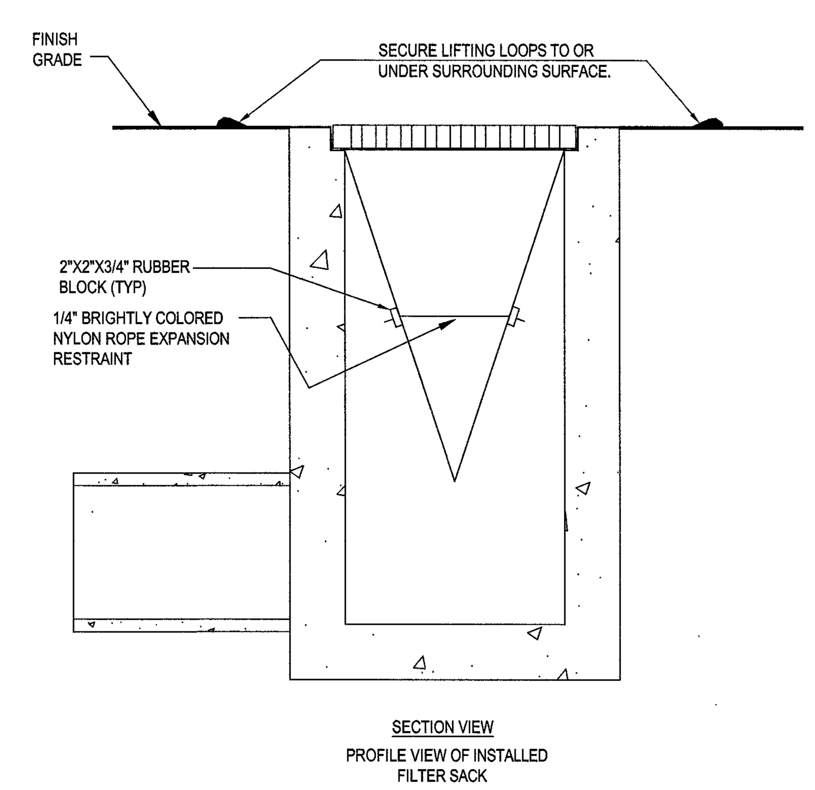


| LOW TO MODERATE FLOW GEOTEXTILE FABRIC SPECIFICATION TABLE | | |
|---|---|---|
| PROPERTIES | TEST METHOD | UNITS |
| GRAB TENSILE STRENGTH | ASTM D-4632 | 300 LBS |
| GRAB TENSILE ELONGATION | ASTM D-4632 | 20 % |
| PUNCTURE | ASTM D-4833 | 120 LBS |
| MULLEN BURST | ASTM D-3786 | 800 PSI |
| TRAPEZOID TEAR | ASTM D-4533 | 120 LBS |
| UV RESISTANCE | ASTM D-4355 | 80 % |
| APPARENT OPENING SIZE | ASTM D-4751 | 40 US SIEVE |
| FLOW RATE | ASTM D-4491 | 40 GAL/MIN/SQ FT |
| PERMITTIVITY | ASTM D-4491 | 0.55 SEC -1 |

| MODERATE TO HIGH FLOW GEOTEXTILE FABRIC SPECIFICATION TABLE | | |
|---|---|---|
| PROPERTIES | TEST METHOD | UNITS |
| GRAB TENSILE STRENGTH | ASTM D-4632 | 265 LBS |
| GRAB TENSILE ELONGATION | ASTM D-4632 | 20 % |
| PUNCTURE | ASTM D-4833 | 135 LBS |
| MULLEN BURST | ASTM D-3786 | 420 PSI |
| TRAPEZOID TEAR | ASTM D-4533 | 45 LBS |
| UV RESISTANCE | ASTM D-4355 | 90 % |
| APPARENT OPENING SIZE | ASTM D-4751 | 20 US SIEVE |
| FLOW RATE | ASTM D-4491 | 200 GAL/MIN/SQ FT |
| PERMITTIVITY | ASTM D-4491 | 1.5 SEC -1 |

1. REMOVE TRAPPED SEDIMENT WHEN BRIGHTLY COLORED EXPANSION RESTRAINT CAN NO LONGER BE SEEN.
2. GEOTEXTILE SHALL BE A WOVEN POLYPROPYLENE FABRIC THAT MEETS OR EXCEEDS REQUIREMENTS IN THE SPECIFICATIONS TABLE.
3. PLACE AN OIL ADSORBENT PAD OR PILLOW OVER INLET GRATE WHEN OIL SPILLS ARE A CONCERN.
4. INSPECT PER REGULATORY REQUIREMENTS.
5. THE WIDTH, "W", OF THE FILTER SACK SHALL MATCH THE INSIDE WIDTH OF THE GRATED INLET BOX.
6. THE DEPTH, "D", OF THE FILTER SACK SHALL BE BETWEEN 18 INCHES AND 36 INCHES
7. THE LENGTH, "L", OF THE FILTER SACK SHALL MATCH THE INSIDE LENGTH OF THE GRATED INLET BOX.

DO NOT USE IN PAVED AREAS WHERE PONDING MAY CAUSE TRAFFIC HAZARDS.

TO BE USED IN EXISTING RIGHT OF WAY

## FILTER SACKS (GRATED INLETS)

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| CHECKED BY: | JGS |
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| SCALE: | AS NOTED |
| CAD I.D.: | W141149SS0 |

PROJECT:
CONCEPT PLAN
FOR
SURFSIDE COMMONS
ATLANTIC DEVELOPMENT
LOCATION OF SITE
106 SURFSIDE ROAD
TOWN OF NANTUCKET
NANTUCKET COUNTY
MASSACHUSETTS


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SHEET TITLE:
SOIL EROSION CONTROL NOTES & DETAILS SHEET

SHEET NUMBER:
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REV 0 - 11/20/2015

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# CONCEPT LAYOUT PLAN NOTES

1. THIS PLAN HAS BEEN PREPARED BASED ON REFERENCES INCLUDING:
   - PLAN ENTITLED "BOUNDARY & TOPOGRAPHIC SURVEY" PREPARED BY CONTROL POINT ASSOCIATES, INC. DATED JULY 14, 2015.

## LANDSCAPE LEGEND

SHADE TREE
- Quercus alba
- Quercus velutina
- Fagus grandifolia
- Acer rubrum

STREET TREE
- Nyssa sylvatica
- Acer ruburm
- Pyrus calleryana

ORNAMENTAL TREE
- Prunus serrulata
- Betula nigra
- Amelanchier spp.

SHRUB BED
- Ilex glabra
- Buxus varieties
- Ligustrum spp.
- Myrica pensylvanica
- Prunus maritima
- Potentilla fruticosa
- Hydrangea macrophylla
- Spirea spp.
- Viburnum varieties
- Kalmia latifolia
- Cornus sericea
- Clethra alnifolia
- Ilex verticillata

ANNUALS/PERENNIALS/GROUNDCOVER
- Gaultheria procumbens
- Arctostaphylos uva-ursi
- Vaccinium pallidum
- Schizacharium scoparium
- Panicum virgatum
- Pennisetum sp.

LAWN

4' HT. PRIVACY FENCE

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|---|---|
| PROJECT No.: | W141149 |
| DRAWN BY: | KBS/GMW |
| CHECKED BY: | JGS |
| DATE: | 10/19/2015 |
| SCALE: | AS NOTED |
| CAD I.D.: | W141149SSC |

PROJECT:

CONCEPT PLAN

FOR

SURFSIDE COMMONS

ATLANTIC DEVELOPMENT

LOCATION OF SITE
106 SURFSIDE ROAD
TOWN OF NANTUCKET
NANTUCKET COUNTY
MASSACHUSETTS

BOHLER ENGINEERING
352 TURNPIKE ROAD
SOUTHBOROUGH, MA 01772
Phone: (508) 480-9900
Fax: (508) 480-9080
www.BohlerEngineering.com

M.J. MRVA
MATTHEW J. MRVA
REGISTERED LANDSCAPE ARCHITECT
NO. 1741
MASSACHUSETTS, U.S.A.
RHODE ISLAND No. 00909
NEW YORK No. 002359
NEW HAMPSHIRE No. 109

SHEET TITLE:

LANDSCAPE CONCEPT

SHEET NUMBER:

6 OF 7

REV 0 - 11/20/2015

TAB

## D. CERTIFICATE OF GOOD STANDING

# The Commonwealth of Massachusetts
## Secretary of the Commonwealth
State House, Boston, Massachusetts 02133

**William Francis Galvin**
**Secretary of the**
**Commonwealth**

**December 2, 2015**

TO WHOM IT MAY CONCERN:

I hereby certify that a certificate of organization of a Limited Liability Company was filed in this office by

**SURFSIDE COMMONS LLC**

in accordance with the provisions of Massachusetts General Laws Chapter 156C on **July 30, 2015.**

I further certify that said Limited Liability Company has filed all annual reports due and paid all fees with respect to such reports; that said Limited Liability Company has not filed a certificate of cancellation or withdrawal; and that said Limited Liability Company is in good standing with this office.

I also certify that the names of all managers listed in the most recent filing are:
**ATLANTIC DEVELOPMENT CORP**

I further certify, the names of all persons authorized to execute documents filed with this office and listed in the most recent filing are: **ATLANTIC DEVELOPMENT CORP**

The names of all persons authorized to act with respect to real property listed in the most recent filing are: **ATLANTIC DEVELOPMENT CORP**

In testimony of which,
I have hereunto affixed the
Great Seal of the Commonwealth
on the date first above written.

William Francis Galvin

Secretary of the Commonwealth

Processed By:jbm

TAB

## E. ABUTTERS LIST

Town of Nantucket

$32.00

Zoning Board of Appeals

1000 FT

LIST OF PARTIES IN INTEREST IN THE MATTER OF THE PETITION OF:

PROPERTY OWNER Donald J. Mackinnon, Trustee of Nantucket 106 Surfside Realty Trust

MAILING ADDRESS c/o Reade, Gullicksen, Hanley & Gifford, LLP

PROPERTY LOCATION 106 Surfside Rd.

ASSESSOR MAP/PARCEL 67-80

SUBMITTED BY Reade, Gullicksen, Hanley & Gifford, LLP

SEE ATTACHED PAGES

I certify that the foregoing is a list of all persons who are owners of abutting property, owners of land directly opposite on any public or private street or way; and abutters of the abutters and all other land owners within 300 feet of the property line of owner's property, as they appear on the most recent applicable tax list (M.G.L. c. 40A, Section 11 and Zoning Code Chapter 40A, Section 139-29B (2). 1,000 sq.

12-18-2015
DATE

Elizabeth M. Flanagan
ASSESSOR'S OFFICE
TOWN OF NANTUCKET

# ABBUTTERS LISTING
## NANTUCKET, MA

| Map | Block | Lot | Unit | Owner~s Name | Co Owner~s Name | Address | City | ST Zip | Parcel Location |
|---|---|---|---|---|---|---|---|---|---|
| 67 | | 74 | | WESTERLUND WILLIAM C | | 4 SOUTH SHORE RD | NANTUCKET | MA 02554 | 4 S SHORE RD |
| 67 | | 77 | | CAMP RICHARDS CAMPERS ASSOCIATION I | | PO BOX 3002 | NANTUCKET | MA 02584 | 7 SCOTTS WY |
| 67 | | 78 | | CAMP RICHARDS CAMPERS ASSOCIATION I | | PO BOX 3002 | NANTUCKET | MA 02584 | 5 SCOTTS WY |
| 67 | | 79 | | CAMP RICHARDS CAMPERS ASSOCIATION I | | PO BOX 3002 | NANTUCKET | MA 02584 | 3 SCOTTS WY |
| 67 | | 80 | | GIFFORD WHITNEY A TRST | | PO BOX 2699 | NANTUCKET | MA 02584 | 106 SURFSIDE RD |
| 67 | | 81 | | DAVIS KELLY J | | 99 SURFSIDE RD | NANTUCKET | MA 02554 | 99 SURFSIDE RD |
| 67 | | 168 | | AGUIAR MARJORIE | | 12 SCOTTS WY | NANTUCKET | MA 02554 | 14 SCOTTS WY |
| 67 | | 169 | | BUCK DAVID H | | 10A SCOTTS WY | NANTUCKET | MA 02554 | 10 SCOTTS WY |
| 67 | | 171 | | RYAN DAVID J & MOIRA CLAIRE | | PO BOX 302 | NANTUCKET | MA 02554 | 70 FAIRGROUNDS RD |
| 67 | | 172 | | CAMP RICHARDS CAMPERS ASSOCIATION I | | PO BOX 3002 | NANTUCKET | MA 02584 | 80 FAIRGROUNDS RD |
| 67 | | 181 | 1 | JOYCE BARBARA ANN | | 79 FAIRGROUNDS RD | NANTUCKET | MA 02554 | 79 FAIRGROUNDS RD |
| 67 | | 184 | | REITH WILLIAM & CAROLYN TRS | | 20 GRAY AVE | NANTUCKET | MA 02554 | 81 FAIRGROUNDS RD |
| 67 | | 184 | 1 | SULLIVAN REALTY TRUST | | 3 EAGLES WING WAY | NANTUCKET | MA 02554 | 83 FAIRGROUNDS RD |
| 67 | | 185 | | DUFFY ALLURA M TRST | | 17 CYNTHIA RD | ABINGTON | MA 02351 | 85 FAIRGROUNDS RD |
| 67 | | 187 | | CARDARELLI WENDY W | | 76 ASH STREET | REHOBOTH | MA 02769 | 89 FAIRGROUNDS RD |
| 67 | | 188 | | WOLFE NANCY S TRST | WOLFE NANCY S REV TRUST | 30 BAKER STREET | SEEKONK | MA 02771 | 96 SURFSIDE RD |
| 67 | | 336 | | MCLAUGHLIN PHILIP M & MALCOLM ELLEN | C/O LAROSA & BILLE | 100 CORPORATE PL STE 203 | PEABODY | MA 01960 | 3 S SHORE RD |
| 67 | | 336 | 7 | MCLAUGHLIN PHILIP M & MALCOLM | LAROSA & BILLE PC | 100 CORPORATE PL #203 | PEABODY | MA 01960 | 9 S SHORE RD |
| 67 | | 336 | 8 | MALCOLM ELLEN R ETAL TRUSTEES | C/O LAROSA & BILLE PC | 100 CORPORATE PL STE 203 | PEABODY | MA 01960 | 7 S SHORE RD |
| 67 | | 336 | 9 | MALCOLM ELLEN R ETAL TRUSTEES | C/O LAROSA & BILLE PC | 100 CORPORATE PL STE 203 | PEABODY | MA 01960 | 5 S SHORE RD |
| 67 | | 337 | | CONTE CATHERINE E TRST | SOUTHERN REALTY TRUST | PO BOX 23 | NANTUCKET | MA 02554 | 6 S SHORE RD |
| 67 | | 338 | | WILLAUER WILLIAM A TRST | | PO BOX 957 | NANTUCKET | MA 02554 | 101 SURFSIDE RD |
| 67 | | 339 | | MIRRO DONALD W & MARY ANN | | 45 SOUTH ST | GOSHEN | NY 10924 | 100 SURFSIDE RD |
| 67 | | 349 | | FERRO MARY BETH | | 104 SURFSIDE ROAD | NANTUCKET | MA 02554 | 104 SURFSIDE RD |
| 67 | | 468 | | WEINHOLD ERNEST J JR & SPLAINE | MARY E MITCHELL | PO BOX 1461 | NANTUCKET | MA 02554 | 11 S SHORE RD |
| 67 | | 487 | | AGUIAR MARJORIE | | 12 SCOTTS WY | NANTUCKET | MA 02554 | 12 SCOTTS WY |
| 67 | | 513 | | SACHEMS PATH NANTUCKET LLC | | 460 WEST MAIN STREET | HYANNIS | MA 02601 | 95 SURFSIDE RD |
| 67 | | 800 | | RUGGED SCOTT LLC | C/O RISING TIDE DEVELOPMENT | 32 ARLINGTON ST | CAMBRIDGE | MA 02140 | 1 WOOD LILY RD |
| 67 | | 831 | | RUGGED SCOTT LLC | C/O RISING TIDE DEVELOPMENT | 32 ARLINGTON ST | CAMBRIDGE | MA 02140 | 2 BLAZING STAR RD |
| 67 | | 832 | | RUGGED SCOTT LLC | C/O RISING TIDE DEVELOPMENT | 32 ARLINGTON ST | CAMBRIDGE | MA 02140 | 1 BLAZING STAR RD |
| 67 | | 833 | | RUGGED SCOTT LLC | C/O RISING TIDE DEVELOPMENT | 32 ARLINGTON ST | CAMBRIDGE | MA 02140 | 4 CRANBERRY LN |
| 67 | | 834 | | RUGGED SCOTT LLC | C/O RISING TIDE DEVELOPMENT | 32 ARLINGTON ST | CAMBRIDGE | MA 02140 | 2 CRANBERRY LN |
| 67 | | 835 | | RUGGED SCOTT LLC | C/O RISING TIDE DEVELOPMENT | 32 ARLINGTON ST | CAMBRIDGE | MA 02140 | 2 WOOD LILY RD |
| 67 | | 836 | | RUGGED SCOTT LLC | C/O RISING TIDE DEVELOPMENT | 32 ARLINGTON ST | CAMBRIDGE | MA 02140 | 4 WOOD LILY RD |
| 67 | | 842 | | RUGGED SCOTT LLC | | C/O RISING TIDE DEVELOPME | CAMBRIDGE | MA 02140 | 0 WOOD LILY RD |
| 80 | | 3 | | CABRAL DIANE H TRST | DHC TRUST 2005 | PO BOX 3028 | NANTUCKET | MA 02584 | 8 S SHORE RD |
| 80 | | 4 | | BRYANS DOUGLAS A TRST | | 309 LAKESIDE DRIVE WEST | CENTERVILLE | MA 02632 | 105 SURFSIDE RD |
| 80 | | 5 | | DAVIS BRIAN F & LINDA M | | PO BOX 1225 | NANTUCKET | MA 02554 | 108 SURFSIDE RD |
| 80 | | 6 | | GREENWALD DAVID W & CAROLE E | | 163 BUTLER ST | KINGSTON | PA 18704 | 110 SURFSIDE RD |
| 80 | | 7 | | CAMP RICHARDS CAMPERS ASSOCIATION I | | PO BOX 3002 | NANTUCKET | MA 02584 | RUGGED RD |
| 80 | | 66 | | NANTUCKET HOMES FOR PEOPLE INC | | 10 TURNPIKE RD | SOUTHBORO | MA 01772 | 18 S SHORE RD |
| 80 | | 67 | | PERRY MICHELE B | | 14 S SHORE RD | NANTUCKET | MA 02554 | 14 S SHORE RD |
| 80 | | 68 | | RUTHERFORD DOUGLAS H & DALE C TRST | RUTHERFORD FAMILY NOMINEE TRUST | PO BOX 2773 | NANTUCKET | MA 02584 | 107 SURFSIDE RD |
| 80 | | 69 | | MCCUSKER PETER S & ELIZABETH C | | PO BOX 651 | NANTUCKET | MA 02554 | 109 SURFSIDE RD |
| 80 | | 70 | | NIPATNANTAPORN VIROJ | | 17 MIACOMET ROAD | NANTUCKET | MA 02554 | 111 SURFSIDE RD |
| 80 | | 71 | | PATTERSON DONALD H JR & LYDIA | | MIDDLEFIELD ST | CHESTER | MA 01011 | 115 SURFSIDE RD |

# ABBUTTERS LISTING
## NANTUCKET, MA

| Map | Block | Lot | Unit | Owner~s Name | Co Owner~s Name | Address | City | ST Zip | Parcel Location |
|---|---|---|---|---|---|---|---|---|---|
| 80 | | 72 | | THOMAS GEORGE G & REBECCA G | | 15 FULLER RD | WELLESLEY | MA 02481 | 119 SURFSIDE RD |
| 80 | | 73 | | FERGUSON SANFORD B & KELLY W | K & L GATES CENTER | 210 SIXTH AV | PITTSBURGH | PA 15222-2613 | 122 SURFSIDE RD |
| 80 | | 74 | | CROSBY LOUISA TRUSTEE | CROSBY/BOULEVARDE NOMINEE TR | PO BOX 1793 | NANTUCKET | MA 02554 | 4 BOULEVARDE |
| 80 | | 75 | 1 | PAPADOPOULOS ALEXANDROS S ETAL | | P O BOX 1903 | LOWELL | MA 01853 | 6 BOULEVARDE |
| 80 | | 124 | | LINDVALL ROBERT J | | P O BOX 37 | SIASCONSET | MA 02564 | 1 EAGLES WING WY |
| 80 | | 195 | | WILSON BERTRAM E III | | PO BOX 2615 | NANTUCKET | MA 02584 | 14 GLADLANDS AV |
| 80 | | 219 | | NANTUCKET TOWN OF | | 16 BROAD ST | NANTUCKET | MA 02554 | ATLANTIC AV |
| 80 | | 220 | | BORRELLI LOUIS A JR & KIMBERLY | | 16 GLADLANDS AV | NANTUCKET | MA 02554 | 16 GLADLANDS AV |
| 80 | | 221 | | DELAY MARK P & MARGARET E | | P O BOX 3395 | NANTUCKET | MA 02584 | 18 GLADLANDS AV |
| 80 | | 222 | | BENJAMIN ROBERTA | | GENERAL DELIVERY | NANTUCKET | MA 02584 | 20 GLADLANDS AV |
| 80 | | 223 | | LOWE PATRICIA J TR & | ALDSWORTH PAMELA TR | 22 GLADLANDS AV | NANTUCKET | MA 02554 | 22 GLADLANDS AV |
| 80 | | 224 | | VALERO KENNETH G & JANE M | | 9 GLADLANDS AVE | NANTUCKET | MA 02554 | 9 GLADLANDS AV |
| 80 | | 232 | | KAIRAWICZ KATHLEEN J | | 590 NORTHFIELD RD | WATERTOWN | CT 06795 | 7 GLADLANDS AV |
| 80 | | 233 | | GRAY ROLAND III TR | C/O DEUTSCH WILLIAMS | ONE DESIGN CENTER PLACE | BOSTON | MA 02210 | 5 GLADLANDS AV |

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TAB

## F. ENVIRONMENTAL REPORT (21E)

[PES REPORT]

YOUR
NATURAL
RESOURCE
FOR
ENVIRONMENTAL
SOLUTIONS

**Phase I Environmental Site Assessment**

106 Surfside Road
Nantucket, MA

**Prepared for Atlantic Development**

**PES #15-10384**

PES Associates
Environmental Engineering Services

PES Associates
Environmental Engineering Services

# *Phase I Environmental Site Assessment*

**106 Surfside Road**
**Nantucket, MA 02554**

**September 8, 2015**

***PES* Project #15-10384**

Prepared For:

DJ MacKinnon
*Atlantic Development*
62 Derby Street
Hingham, MA 02043

By:

*PES Associates, Inc.*


Emily Shick
Environmental Scientist

Stephan J. White
President

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# 1.0 Introduction

This report describes the Phase I Environmental Site Assessment (ESA) *PES Associates, Inc.* (*PES*) performed on the Site located at 106 Surfside Road in Nantucket, Massachusetts (the Site). *PES* conducted this ESA at the request of DJ MacKinnon for *Atlantic Development* (the Client), who authorized this project on August 3, 2015.

The 108,533 square foot Site, located in a residential area of Nantucket, consists of a two story residence, garage, in-ground pool, driveways, and yard. The Site building has occupied the Site since 1981. Historical records indicate that prior to 1981, the Site was undeveloped. Properties in the immediate vicinity of the Site have residential use.

## 1.1 Purpose

The purpose of this ESA was to investigate the surficial conditions at the Site to identify any recognized environmental conditions: the presence or likely presence of any hazardous substances or petroleum products in, on, or at a property: (1) due to any release to the environment; (2) under conditions indicative of a release to the environment; or (3) under conditions that pose a material threat of a future release to the environment.

## 1.2 Scope of Services

In accordance with the guidelines set forth in the American Society for Testing and Materials (ASTM) E 1527-13 *Standard Practices for Environmental Site Assessments: Phase I Environmental Site Assessment Process*, as well as 40CFR312 and E2600-10 [and the specific guidelines established by the Client], *PES* performed the following activities as part of our investigation, under the supervision of Stephan J. White, an Environmental Professional as defined in ASTM E 1527-13 Section 3.2.32 and 40CFR312.10(b).

- Conducted a visual inspection of surface conditions at exterior and interior portions of the Site on August 13, 2015;
- Interviewed Alanna Cullen, Site tenant, on August 13, 2015 to identify Site history and characteristics;
- Reviewed readily-available local records on file at the Nantucket municipal and Nantucket county offices to ascertain Site history and identify *recognized environmental conditions* at and in the immediate vicinity of the Site;

- Interviewed local agency officials regarding *recognized environmental conditions* at and in the immediate vicinity of the Site;

- Reviewed a report of federal and state environmental records conducted by a database search contractor to identify federal- or state-listed sites within the search radii specified in ASTM E 1527-13; and

- Beyond the scope of ASTM 1527-13, *PES* visually inspected the exterior of the Site building for the presence of friable and/or damaged suspect asbestos-containing building materials (ACM); lead based paint (LBP) and mold, and reviewed radon zoning.

## 1.3 Findings and Opinions

The following summarizes the releases or threats of release of OHM *PES* identified at the Site:

- The Site building was constructed in 1981. Prior to 1981, the Site was undeveloped. Site use has historically been residential.

- A steel fuel oil above-ground storage tank (AST) is present in the basement of the Site building. This tank is on a concrete surface in good condition. ASTs pose a threat of release of OHM if the tanks or their associated piping rupture or leak. However, *PES* observed the ASTs to be in good condition with no visual evidence of leaks. We did not observe any secondary containment around the AST.

- An on-Site septic system is located at the Site. Septic systems can become conduits for subsurface contaminate migration if OHM is improperly disposed of in them. However, *PES* did not observe any improper OHM disposal practices at the Site.

- The database search identified five SHWS listings within 1 mile of the Site and one Release and one LAST listing within ½-mile of the Site. Based on their regulatory status, inferred hydraulically cross- or down-gradient locations, and/or distances from the Site, the properties identified by the database search are not likely to have current or former releases of hazardous substances and/or petroleum products with the potential to migrate to the Site.

Beyond the scope of the ASTM E1527-13 practice, and at the request of the Client, *PES* has identified the following non-ASTM considerations:

- *PES* did not observe damaged or friable suspect ACM during our Site reconnaissance. Due to the age of the Site building, it is unlikely that ACM is located at the Site.

- *PES* did not observe flaking, chipping, and/or peeling suspect LBP at the Site. Due to the age of Site, it is unlikely that LBP would be present on painted surfaces at the Site.

- *PES* observed mold on one of the water tanks and the floor around it in the basement of the Site building. The mold appears to be due to condensation collecting on the outside of the tank.

- The EPA lists the Site in Radon Zone 2. Radon Zone 2 sites are listed as medium potential for human exposure with a predicted average indoor radon screening level between 2 and 4 pCi/L.

## 1.4 Recognized Environmental Conditions

*PES Associates, Inc.* has performed a Phase I Environmental Site Assessment in conformance with the scope and limitations of ASTM Practice E1527-13 for the property at 106 Surfside Road, Nantucket, Massachusetts (the Site). Any exceptions to or deletions from this practice are described in Section 7.5 of this report.

This assessment has did not reveal any evidence of *recognized environmental conditions* in connection with the Site.

*PES* noted the following items of environmental concern. While these do not constitute *recognized environmental conditions* under ASTM 1527-13, we would like to bring them to your attention:

- An on-Site septic system is located at the Site. Septic systems can become conduits for subsurface contaminate migration if OHM is improperly disposed of in them.

- *PES* did not observe flaking, chipping, and/or peeling suspect LBP at the Site. Due to the age of Site, it is unlikely that LBP would be present on painted surfaces at the Site.

- *PES* observed mold on one of the water tanks and surrounding floor in the basement of the Site building. The mold appears to be due to condensation collecting on the outside of the tank.

- The Site is located in Radon Zone 2: Zone 2 counties are listed as moderate potential for human exposure.

### 1.5 Recommendations

*PES* does not recommend any further environmental investigation at the Site at this time.

## 2.0 Site Description

### 2.1 Site Location & Legal Description

The Site address is 106 Surfside Road, Nantucket, Massachusetts. The Site is on the northeast side of Surfside Road, to the southeast of the intersection of Surfside Road and Fairgrounds Road (see Appendix 1, Figure 1). The Nantucket Assessor's Office records identify the Site with Map 67 Parcel 80 (see Appendix 1, Figure 2), which consists of 108,533 square feet of land. The Nantucket Registry of Deeds has a legal description of the Site recorded in Book 1410, beginning on Page 205 and book 1488 and page 213.

*PES* did not discover evidence of environmental liens or deed restrictions for the Site during our review of available municipal or county records. Additionally, the Client did not notify *PES* of any environmental liens or deed restrictions for the Site.

### 2.2 Site & Vicinity Characteristics

The Site is in a residential area of Nantucket. There are no businesses near the Site.

*PES* did not observe any properties (such as gasoline stations, industrial properties, dry cleaners, or manufacturing facilities) in the immediate vicinity that are likely to pose a material threat to the Site.

### 2.3 Site Improvements

#### 2.3.1 Structures

The Site is improved by a two story wood-framed dwelling with a basement and attached garage. The Site building has occupied the Site since 1981. The Site building covers approximately 3% of the Site. Interior portions of the Site consist of four bedrooms, one and a half baths, kitchen, deck, two car garage, and unfinished basement. The remainder of the Site consists of paved areas, cleared land, wooded land, and an in-ground pool with patio.

### 2.3.2 Parking Areas & Roads

Asphalt and concrete-paved areas cover approximately 9% of the Site and consist of an aged asphalt driveway from Surfside Road beginning at the southeast corner of the Site and leading up to a larger section of asphalt for parking, a concrete parking area in front of the two car garage, and a freshly paved asphalt driveway further north from Surfside Road curving into the aging driveway. Vehicular Site access is from the northeast side of Surfside Road.

### 2.3.3 Heating & Air Conditioning

The Site building has a radiant hot water heating system, the fuel source for which is fuel oil.

*PES* observed one window-mounted air conditioning unit located in one of the bedrooms.

### 2.3.4 Sewer

The Site is served by an on-Site septic system. This system consists of a 1,000 gallon septic tank, a distribution box, and a 60 foot leach trench with a vent. The system was installed in 2003 as part of an upgrade to the system installed in 1981, replacing components of the older septic system and repairing others, and was inspected in 2013. The system is located in the center of the Site, with the leach trench being 20-30 feet west of the garage and the septic tank being 20-25 feet southwest of the southwest corner of the garage.

Stormwater runoff generated at the Site runs off rooves and paved surfaces and infiltrates the ground surface in unpaved areas.

### 2.3.5 Water

The Site is served by a private on-Site well. This system is located approximately 20 feet from the east side of the house and has a depth of 21 feet from the ground surface.

### 2.3.6 Electricity

*National Grid* provides electrical service to the Site via underground lines. *PES* observed one pole-mounted transformer at the Site.

## 2.4 Information from Current Site Owner/Operator

*PES* interviewed Ms. Alanna Cullen, Site tenant, regarding current uses of the Site and adjacent properties. Ms. Cullen did not have any knowledge of environmental liens on the Site, nor was she aware of any *recognized environmental conditions* at or in the immediate vicinity of the Site. She stated that the Site currently has residential use. Please note that Ms. Cullen provided Site and vicinity use information to the best of his/her knowledge.

## 2.5 Information from Neighbor(s)

*PES* did not attempt to interview neighbors of the Site regarding the current uses of the Site and adjacent properties since the Site is not abandoned.

## 2.6 Present Ownership & Use

Nantucket Assessor's Office records identify the current Site owner as Whitney A. Gifford, trustee of *Nantucket 106 Surfside Realty Trust*, who purchased the Site on October 24, 2013 and purchased additional land on June 24, 2015. The Nantucket Registry of Deeds has a record of this transaction in Book 1410, beginning on Page 205 and 1488 and on Page 205. Current tenants of the Site include Ms. Cullen, three other adults, and a child. *PES* did not observe or identify any current tenant activities that are likely to adversely impact environmental conditions at the Site.

## 2.7 Adjoining Properties

*North* Undeveloped land abuts the Site to the north; beyond it is further undeveloped land.

*East* Residential land (108 Surfside Road) abuts the Site to the east, with further residential land (110 Surfside Road) beyond it.

*South* Residential land (105 and 107 Surfside Road) abuts the Site to the south, with further residential land (9 and 22 Gladlands Avenue) beyond it.

*West* Residential land (104 Surfside Road) abuts the Site to the west, with further residential land (100 Surfside Road) beyond it.

### 2.8 Zoning

The Nantucket zoning map depicts the Site as zoned for Limited Use (residential) use. This map depicts properties in the vicinity of the Site as zoned for Limited Use (residential) use.

### 2.9 Environmental Permits and/or Violations

*PES* did not discover any environmental permits or violations for the Site at any of the local offices contacted during the preparation of this ESA.

## 3.0 Site History

### 3.1 Information from Current Site Owner/Operator

*PES* interviewed Ms. Alanna Cullen regarding past uses of the Site and adjacent properties. According to Ms. Cullen the Site and immediate vicinity has historically had residential use. Please note that Ms. Cullen provided historical information to the best of her knowledge.

### 3.2 Information from Past Site Owner(s)/Operator(s)

The Nantucket Assessor's office and the Nantucket Registry of Deeds records identified the previous owner of the Site as Frances Brownell (see Section 3.6). *PES* did not attempt to contact Frances Brownell regarding the history, past uses, and any known *recognized environmental conditions* at the Site and adjacent properties as her contact information was not readily available. This data gap is discussed in Section 7.5.

### 3.3 Information from Neighbor(s)

*PES* did not attempt to interview neighbors of the Site regarding past uses of the Site and adjacent properties since the Site is not abandoned.

### 3.4 Previous Environmental Reports

*PES* was neither provided with nor encountered any previous environmental reports prepared for the Site during the preparation of this ESA.

## 3.5 Municipal Records

The Nantucket Planning Department records indicate that the Site building was constructed in 1981, and that the owners at that time were Butler and Judith Brownell.

The Nantucket Assessor's Office records indicate that the Site building was constructed in 1981 and that the previous owner was Frances Brownell, and prior to that the Site was owned by Butler and Frances Brownell.

No historical records were available at the Nantucket Town Clerk, Public Library, or Board of Health.

## 3.6 Chain of Ownership Records

Table 1 summarizes the Nantucket Assessor's office and the Nantucket Registry of Deeds records of Site ownership since 1980. *PES* conducted a cursory review of title records and does not represent this abstract as a complete chain of title to the Site.

**Table 1: Past Ownership**

| Owner | Book/Page | Date of Purchase |
|---|---|---|
| Whitney Gifford, trustee of *Nantucket 106 Surfside Realty Trust* | 1410/205<br>1488/213 | October 24, 2013<br>June 24, 2015 |
| Frances Brownell | 749/55 | March 27, 2002 |
| Butler and Frances Brownell | 501/77 | April 19, 1996 |
| Butler Brownell | 331/338 | September 15, 1989 |
| Judith Brownell | 180/211 | January 22, 1981 |
| Brant Point Real Estate | 177/258 | September 26, 1980 |
| *Surfside Realty Trust* | 175/283 | May 27, 1980 |

## 3.7 Historical Sources

### 3.7.1 Sanborn Fire Insurance Maps

*PES* ordered a "Certified Sanborn® Map Report" from *Environmental Data Resources Inc.* (*EDR*) (see Appendix 5). This report certifies that the complete holdings of the *Sanborn Library, LLC* collection were searched based on client supplied target property information, and the fire insurance maps covering the

target property (the Site) were not found. The absence of a specific area on such maps may signify that the area was not significantly developed at the time at which the maps were published.

### 3.7.2 Aerial Photographs

*PES* reviewed 1938, 1969, 1971, 1994, 1995, 2005, 2010, and 2012 aerial photographs depicting the Site and vicinity at the *HistoricAerials* website. The following summarizes our review of these photographs.

*1938, 1969, 1971* - This photograph depicts the Site and vicinity as undeveloped.

*1994, 1995* - This photograph depicts the Site and vicinity as similar to present day, except the lot at 107 Surfside appears undeveloped.

*2005, 2010, 2012* - This photograph depicts the Site and vicinity as similar to present day.

### 3.7.3 Historical Atlases/Topographic Quadrangles

Historical atlases depicting the Site and vicinity were not readily available for review at local offices.

*PES* reviewed the United States Geological Survey (USGS) *Nantucket, Massachusetts* topographic quadrangle, dated 1945 and 1951. These maps depict the Site and vicinity as undeveloped. The 1951 map depicts the Site and vicinity as woodland.

### 3.7.4 City Directories

*PES* reviewed 1984, 1989, 1992, 1995, 1999, 2003, 2008, and 2013 City Directories of Nantucket in "The EDR-City Directory Image Report. *PES* targeted those properties in the immediate vicinity of Site between 100 and 110 Surfside Road and between 77 and 89 Fairgrounds Road; residential listings are not included. The Site and vicinity have historically been listed in the Nantucket City Directories as residential. Several businesses have been listed along with a resident at addresses in the vicinity, namely *LaFleur Crane Service Inc.* at 104 Surfside Road in 2008 and 2013, *Nantucket Kayak Rentals* at 105 Surfside Road in 2008, *Waterworks Irrigation* at 107 Surfside Road in 2008, and *Island News*

*and Delivery Service* at 104 Surfside Road in 1992 and 1995. *PES* did not identify any business listings in any of the years reviewed that are likely to have current or former releases of hazardous substances and/or petroleum products with the potential to migrate to the Site. See Appendix 4 for full City Directory listings.

### 3.8 Summary of Historical Information

Historical records indicate that the Site building was constructed in 1981. Prior to this, the Site was undeveloped. Since 1981, the Site has had residential use. The vicinity of the Site has historically had residential use, with occasional businesses listed at addresses on Surfside Road along with residents, such as a kayak rental business and a news and delivery service.

## Physical Site Description

### 4.1 Topography

The Site is at an approximate elevation of between 20 and 30 feet above the National Geodetic Vertical Datum of 1929, according to the USGS Nantucket, Massachusetts topographic quadrangle (see Appendix 1, Figure 3). The Site and the immediately surrounding area are generally level.

### 4.2 Geology

*PES* did not observe any bedrock outcrops at the Site. According to the MassGIS Online Mapping Tool, Unconsolidated Sediment underlies the Site.

According to the Soil Conservation Service, *Soil Survey of Nantucket County, Massachusetts,* soil classified as Evesboro sand, 0 to 3 percent slopes underlies the Site.

### 4.3 Hydrology

#### 4.3.1 Surface Water

The Site is in the Cape Cod Drainage Basin, with an unnamed stream located approximately ¼-mile southeast of the Site. *PES* did not observe surface water bodies at the Site. Surface runoff would be to the southeast, towards the unnamed stream and the Atlantic Ocean beyond if unimpeded by systems such as stormwater catch basins.

### 4.3.2 Wetlands

*PES* did not observe any obvious wetland-type vegetation at the Site. According to the MassGIS Online Mapping Tool, there are no wetland areas depicted at or in the immediate vicinity of the Site. Additionally, the USGS *Nantucket, Massachusetts* topographic quadrangle does not depict any wetland areas at or in the immediate vicinity of the Site.

### 4.3.3 Hydrogeology

*PES* did not identify any current means of sampling groundwater at the Site. Based upon topography and proximity of surface-water bodies (i.e., tributaries, rivers, wetlands), *PES* infers groundwater flow to generally be to the southeast. *PES* based subsequent references to hydraulic location relative to the Site, specifically in the following database sections, on our inferred direction of groundwater flow.

## 5.0 Records Review

*PES* contracted database searches of federal and state environmental records. Sections 5.1 and 5.2 of this report discuss federal- and state-listed sites identified within the radii specified by ASTM E 1527-13 and applicable Client scopes. Refer to Appendix 3 for a complete copy of the database search report. Table 2 summarizes the results of the database search. *PES'* database review includes screening of identified facilities for soil, groundwater or vapor contamination that could potentially impact the Site.

## Table 2:Database Search Results

| | Database | Search Radius | Site | Adjacent | 0-⅛ miles | ⅛-¼ miles | ¼-½ miles | ½-1 mile |
|---|---|---|---|---|---|---|---|---|
| Federal Databases | NPL | 1 mile | No | 0 | 0 | 0 | 0 | 0 |
| | NPL Delisted | ½-mile | No | 0 | 0 | 0 | 0 | |
| | CERCLIS | ½-mile | No | 0 | 0 | 0 | 0 | |
| | CERCLIS – NFRAP | ½-mile | No | 0 | 0 | 0 | 0 | |
| | RCRA CORRACTS | 1 mile | No | 0 | 0 | 0 | 0 | 0 |
| | RCRA TSD | ½-mile | No | 0 | 0 | 0 | 0 | |
| | RCRA Generator | Site & adjacent | No | 0 | | | | |
| | IC / EC Registries | Site | No | | | | | |
| | ERNS | Site | No | | | | | |
| State & Tribal Databases | SHWS | 1 mile | No | 0 | 0 | 0 | 0 | 5 |
| | Releases | ½-mile | No | 0 | 0 | 0 | 1 | |
| | Solid Waste Landfills | ½-mile | No | 0 | 0 | 0 | 0 | |
| | Leaking USTs/ASTs | ½-mile | No | 0 | 0 | 0 | 1 | |
| | Registered USTs/ ASTs | Site & adjacent | No | 0 | | | | |
| | IC/ EC Registries | Site | No | | | | | |
| | VCP listings | ½-mile | No | 0 | 0 | 0 | 0 | |
| | Brownfields listings | ½-mile | No | 0 | 0 | 0 | 0 | |

Shading indicates areas beyond ASTM search radii.

## 5.1 Federal Records

### 5.1.1 NPL Sites

The search did not identify any National Priority List (NPL) sites within one mile of the Site, or any Delisted NPL sites within ½-mile of the Site.

### 5.1.2 CERCLIS Listings

The search did not identify any CERCLIS listings within ½-mile of the Site. A CERCLIS listing is a property under investigation by the state or United States Environmental Protection Agency (EPA) as a potential Superfund site.

The search did not identify any CERCLIS No Further Remedial Action Planned (NFRAP) listings within ½-mile of the Site.

### 5.1.3 RCRA Facilities

The search did not identify any RCRA hazardous waste generators at or adjacent to the Site.

The search did not identify any RCRA Corrective Action Activity (CORRACTS) facilities within one mile of the Site.

The search did not identify any RCRA Treatment, Storage and Disposal (TSD) facilities within ½-mile of the Site.

### 5.1.4 Industrial Control/Engineering Control (IC/EC) Registries

The database search did not did not identify the Site as the location of a federally registered IC or EC.

### 5.1.5 ERNS Sites

The search did not identify the Site as an Emergency Response Notification System (ERNS) site.

## 5.2 State Records

### 5.2.1 State Hazardous Waste Sites

The search identified five state hazardous waste sites (SHWS) within one mile of the Site. Of these, all five have achieved regulatory closure and are at least ¾-mile from the Site. Based on this, none of these facilities are likely to have current or former releases of hazardous substances and/or petroleum products with the potential to migrate to the Site.

### 5.2.2 Registered Underground Storage Tanks (USTs)

The search did not identify any registered UST facility at or adjacent to the Site. USTs may pose a threat to the Site if tanks rupture or leak. Please refer to Section 6.1 for further on-Site UST observations.

### 5.2.3 Leaking UST (LUST) and Leaking AST (LAST) Sites

The search did not identify any leaking UST (LUST) facilities and identified one leaking AST (LAST) facility within ½-mile of the Site. This facility is located approximately 0.424-mile from the Site and has achieved regulatory closure, making it unlikely to have current or former releases of hazardous substances and/or petroleum products with the potential to migrate to the Site.

### 5.2.4 Solid Waste Facilities/Landfills

The search did not identify any any solid waste facilities/landfills (SWF/LF) within ½-mile of the Site.

### 5.2.5 Releases/Spills

The search identified one Release listing within ½-mile of the Site. This facility, also listed as a LAST, is located approximately 0.424-mile from the Site and has achieved regulatory closure, making it unlikely to have current or former releases of hazardous substances and/or petroleum products with the potential to migrate to the Site.

### 5.2.6 State VCP Listings

The database search did not identify any State Voluntary Cleanup Program listings within ½-mile of the Site.

### 5.2.7 State Brownfield Listings

The database search did not identify any State Brownfields listings within ½-mile of the Site.

## 5.3 Database Search Unmappable Properties

The search identified unmappable properties in the general vicinity of the Site. Due to inaccurate or missing information provided by the appropriate governmental agency, the database search contractor was unable to definitively plot these sites. *PES* reviewed the list of unmappable properties in an attempt to definitively locate these properties. If *PES* was able to locate such a property within a respective ASTM search radius, and is likely to have current or former releases of hazardous substances and/or petroleum products with the potential to migrate to the Site, we included it above in the appropriate database sections of this ESA. *PES* determined that it is unlikely that the Site is identified on the list of unmappable properties. Refer to Appendix 3 for information on the unmappable properties.

## 5.4 Local Records

*PES* reviewed local records in an attempt to identify any registered USTs and ASTs, the licensed storage of hazardous materials, and any hazardous waste sites, sources, and/or facilities at or in the immediate vicinity of the Site.

### 5.4.1 Fire Department

The Nantucket Fire Department records indicate that Butler Brownell was issued a permit on November 12, 1981 to install a fuel oil burner and 275 gallon steel tank in the cellar of the Site.

### 5.4.2 Board of Health

Personnel at the Nantucket Board of Health did not have any information regarding USTs, ASTs, flammable storage permits, or releases of OHM at the Site or any adjacent properties.

### 5.4.3 Planning Department

Personnel at the Nantucket Planning Department did not have any information regarding USTs, ASTs, flammable storage permits, or releases of OHM at the Site or any adjacent properties.

### 5.4.4 Clerk's Office

Personnel at the Nantucket Town Clerk's Office did not have any information regarding USTs, ASTs, flammable storage permits, or releases of OHM at the Site or any adjacent properties.

## 5.5 Regulatory Agency file review

An external review of regulatory agency records was not needed because neither the Site nor abutting properties were identified in the government records database search.

# 6.0 Site Reconnaissance

The objective of the Site reconnaissance was to identify *recognized environmental conditions* at or in the immediate vicinity of the Site by means of a visual, surficial inspection. Ms. Emily Shick of *PES* conducted this visual reconnaissance of exterior and interior portions of the Site on August 13, 2015 in the presence of Ms. Alanna Cullen. *PES'* reconnaissance consisted of a systematic traverse of the Site to provide a view of Site improvements, facilities, and grounds. *PES* also attempted to visually inspect exterior portions of adjacent properties observable from within the boundaries of the Site and from public ways.

## 6.1 Underground Storage Tanks (USTs)

*PES* did not observe any visual evidence of USTs (such as fill or vent pipes or dispensers) at the Site during our inspection. Additionally, Ms. Cullen was not aware of the presence of USTs at the Site.

## 6.2 Aboveground Storage Tanks (ASTs)

*PES* observed one fuel oil AST in the basement at the Site during our inspection. This AST was in good condition with no signs of leaks, and the concrete surface below was in good condition, with no signs of cracks or deterioration. We noted one minor stain on the concrete surface below the tank. Ms. Cullen reported the presence of the basement fuel oil AST to *PES*, and stated that there were no other ASTs present at the Site.

## 6.3 Hazardous Substances and Petroleum Products

*PES* did not observe the presence of hazardous substances at the Site during our inspection beyond retail sized cleaning and maintenance supplies stored in a neat and orderly manner in the Site building.

## 6.4 Hazardous Waste/Regulated Waste

*PES* did not observe any evidence to indicate that Site tenants generate hazardous waste at the Site. *PES* did not observe any waste pits, landfills, lagoons, or other impoundments at the Site. *PES* did not observe any hazardous waste containers or unidentified waste containers at the Site.

## 6.5 Polychlorinated Biphenyls (PCBs)

*PES* observed one pole mounted transformer at the south corner of the Site. Transformers of this size generally contain dielectric fluid, which depending on the age of the transformer may contain PCBs. We did not observe any stains indicative of leaks on or near the transformer. Its location on a public utilities pole indicates that the Site transformer is the property of *National Grid*. Such ownership typically designates their responsibility for transformer maintenance and the cleanup of any releases.

The EPA partially banned the use of PCBs in November 1979, and banned all use of PCBs in newly-installed electromagnets, transformers, heat-transfer, and hydraulic systems in July 1984. Based on the age of the Site building and its associated equipment and components, it is unlikely that the Site transformers and hydraulic equipment (if any) contain PCBs.

*PES* only conducted a visual inspection for potential PCB-containing equipment since any further inspection is beyond the scope of this ESA.

## 6.6 Solid Waste Disposal

*PES* did not observe any solid waste solid waste barrels at the Site. Ms. Cullen stated that she and the other Site tenants bring their solid waste to the town dump. *PES* did not observe any evidence of illegal dumping at the Site at the time of our inspection.

## 6.7 Distressed Surfaces or Vegetation

*PES* did not observe areas of burned, stained or discolored soils, nor did we detect any odors in soils that might suggest the presence of OHM. *PES* observed vegetation at the Site, which appeared seasonally healthy and unstressed.

## 6.8 Underground Structures

The Site is connected to a private septic system (see Section 2.3.4). Ms. Cullen stated that the Site has a private septic system, and was unaware of any additional underground structures at the Site.

## 6.9 Explosive Gas

*PES* did not observe any Site operations (such as landfilling) or geologic conditions (such as oil or natural gas deposits) that would constitute a source of explosive gas.

## 6.10 Airborne & Waterborne Contamination

*PES* did not observe any physical evidence of airborne or waterborne contamination from on-Site activities or adjacent properties.

## 6.11 Non-ASTM Scope Conditions

### 6.11.1 Asbestos-Containing Materials (ACM)

The 1973 National Emission Standards for Hazardous Air Pollutants partially banned the use of spray-applied ACM in new buildings. The government expanded these regulations in 1975 and 1978 to ban the use of all types of ACM in new buildings. Because the Site building was constructed after 1978, it is unlikely that ACM is present. However, only laboratory analysis of suspect ACM samples can confirm the presence or absence of asbestos

### 6.11.2 Lead Based Paint

Because the buildings were constructed after 1978, it is unlikely that LBP is present. However, only laboratory analysis of suspect LBP samples can confirm the presence or absence of lead based paint.

### 6.11.3 Mold Evaluation

As part of this assessment, *PES* performed a limited visual inspection for the conspicuous presence of mold at the Site. *PES* noted the presence of mold on one of the water tanks in the basement and on the ground below it; this is likely due to condensation collecting on the outside of the tank.

### 6.11.4 Radon

The United States Environmental Protection Agency (USEPA) Radon Zone Map was developed using five factors to determine radon potential: indoor radon measurements; geology; aerial radioactivity; soil permeability; and, foundation type.

According to the Radon Zone map published by the USEPA, the Site is located in Radon Zone 2. Radon Zone 2 counties have a predicted average indoor radon screening level of between 2 and 4 pCi/L (yellow zones). Radon Zone 2 sites are listed as moderate potential for human exposure.

# 7.0 Limitations & Conditions

## 7.1 General Limitations & Conditions

The observations in this ESA are valid on the date of the Site reconnaissance and made under the limitations and conditions noted herein. This ESA is also subject to the limitations and conditions contained within the *Agreement for Services* (*Agreement*) authorized by the Client on August 3, 2015.

*PES* prepared this Report for the sole and exclusive use of the Client as specified in the *Agreement*, and is not intended to be nor shall it be relied upon by any other individual or party without the express written authorization of *PES*. To the extent that another individual or party acts in reliance, such individual or party shall indemnify and hold *PES* harmless for any damages, losses, or expenses arising therefrom. Such reliance shall be at the individual or party's sole risk, without liability on the part of *PES*.

## 7.2 Limiting Conditions of ESA

*PES* based the recommendations and conclusions discussed herein solely and in reliance upon information collected as a result of the activities delineated in the Scope of Services (see Section 1.2). *PES* neither attests nor renders an opinion as to the accuracy or comprehensiveness of the statements of the individuals interviewed, readily-available governmental records, environmental reports conducted by other consultants, analytical results, or the database search results provided by the database contractor.

There is a limit to all environmental investigation in the sense that the researcher must draw conclusions and develop recommendations with information obtained from limited research and Site evaluation. Future subsurface investigations may determine conditions to be different from those implied by surficial observation. *PES* does not render any warranty, either express or implied, as to the presence of OHM beyond that observed during the Site reconnaissance. The passage of time may also result in a change in the environmental characteristics at the Site and surrounding properties. *PES* does not render

an opinion as to environmental Site conditions, which may change subsequent to the date of the Site reconnaissance. Moreover, the conclusions and recommendations contained herein remain valid for 180 days from the date of this ESA.

As part of our Site reconnaissance, *PES* did not attempt to inspect inaccessible areas of the Site including building rooftops, beneath parked motor vehicles or trailers, beneath leaf or vegetative cover, under manholes, in areas obscured by extremely dense vegetation, or inside electrical transformers. *PES* does not render an opinion as to *recognized environmental conditions* at uninspected or visually obstructed portions of the Site.

*PES* did not conduct laboratory analyses for the presence of asbestos, lead-based paint (LBP), drinking water quality, radon, urea foam formaldehyde insulation, vapor intrusion, or electromagnetic radiation. Our preliminary inspection for friable and/or damaged suspect ACM and flaking, chipping, and or peeling suspect LBP consisted of a visual inspection of readily accessible areas of the Site. We did not intend such an inspection to substitute for a comprehensive survey for the purposes of renovation/demolition of the Site building or to evaluate potential health risks. Although the accepted method of accurately determining subsurface conditions at the Site would be to conduct a *subsurface investigation* (including the collection and analysis of soil and groundwater samples), such investigation was beyond the scope of this ESA. Lastly, *PES* did not intend this ESA to substitute for a regulatory compliance audit of the Site.

## 7.3 Methodology

*PES* performed professional services, obtained findings, rendered conclusions, and prepared recommendations in accordance with generally accepted practices of other environmental consultants undertaking similar investigations at the same time in the same geographical area. *PES* exercised the degree of care and skill generally exercised by other environmental consultants under similar circumstances and conditions. We followed guidelines set forth in ASTM E 1527-13 *Standard Practices for Environmental Site Assessments: Phase I Environmental Site Assessment Process*.

## 7.4 Environmental Professional Statement

I, Stephan J. White, declare that, to the best of my professional knowledge and belief, I meet the definition of *Environmental Professional* as defined in §312.10 of 40 CFR 321.

I have the specific qualifications based on education, training, and experience to assess a *property* of the nature, history, and setting of the subject *property*. I have developed and performed the all appropriate inquiries in conformance with the standards and practices set forth in 40 CFR Part 312.

## 7.5 Limiting Conditions and Deviations from Practice

In accordance with the ASTM Standard, the following data gaps and/or deviations from the E1527-13 Practice were made during this assessment:

Interviews with past occupants, owners, and operators of the Site were not conducted, as these individuals were not available to PES or were unwilling to be formally interviewed. This deviation has not significantly impacted the ability of the EP to identify *recognized environmental conditions* for the Site.

*PES* did not identify the Site history to 1940; however, the first developed use of the Site in 1981 was identified. This deviation has not significantly impacted the ability of the EP to identify *recognized environmental conditions* for the Site.

## 8.0 References


Town of Nantucket:

Assessor's Office: records reviewed August 13, 2015.

Board of Health: records reviewed August 13, 2015.

Clerk's Office: records reviewed August 13, 2015.

Fire Department: records reviewed August 13, 2015.

Planning Department: records reviewed August 13, 2015.

Public Library: resources reviewed August 13, 2015.

Wannacomet Water Company: records reviewed August 13, 2015.

Nantucket County:

Registry of Deeds: records reviewed August 13, 2015.

Interviews:

Alanna Cullen, Site tenant: August 13, 2015.

Database Search:

*Environmental Data Resources Inc.*: "The EDR Radius Map™ Report," compiled July 27, 2015.

Resources:

Nantucket Board of Health: "Septic System As Built Plan," dated October 21, 2003.

Nantucket Board of Health: "Plot Plan with Sewerage System" dated March 31, 1981.

Nantucket Planning Department: Zoning Map, dated May 5, 2015.

*Environmental Data Resources Inc.*: "Certified Sanborn® Map Report," compiled July 27, 2015.

*Environmental Data Resources Inc.*: "The EDR-City Directory Image Report," compiled July 27, 2015.

*HistoricAerials* website: *Aerial Photographs,* dated 1938, 1969, 1971, 1994, 1995, 2005, 2010, and 2012.

MassGIS Online Mapping Tool, Physical Resources, Bedrock Lithology, Group B Detailed layer, reviewed September 2, 2015.

MassGIS Online Mapping Tool, Physical Resources, Hydrography Water Features, DEP Wetlands 12k, DEP Wetlands Detailed layer, reviewed September 2, 2015.

MassGIS Online Mapping Tool, Physical Resources, Soils, Soil Polygons with Mapunit Names layer, reviewed September 2, 2015.

United States Geological Survey: *Nantucket, Masschusetts* 7.5 minute series topographic quadrangle, dated 1977.

United States Department of Agriculture, Soil Conservation Service: *Soil Survey of Nantucket County, Massachusetts*, issued September 19, 2014.

University of New Hampshire Dimond Library, Documents Department and Data Center, Historic USGS Map of New England and New York: *Nantucket, Massachusetts* 7.5 minute series topographic quadrangle, dated 1945 and 1951.

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TAB

## G. DRAINAGE CALCULATIONS

# ***STORMWATER DRAINAGE NARRATIVE***

***FOR***

## ***PROPOSED***
## ***Surfside Commons***

***ASSESSOR'S MAP 67, Lot 80***
***106 Surfside Road***
***Town of Nantucket, Massachusetts***
***Nantucket County***

Prepared by:


BOHLER ENGINEERING
352 Turnpike Road
Southborough, MA 01772
Tel: (508) 480-9900
Fax: (508) 480-9080


COMMONWEALTH OF MASSACHUSETTS
JOSHUA G. SWERLING
CIVIL
No. 41697
REGISTERED PROFESSIONAL ENGINEER


Joshua G. Swerling, P.E.
Massachusetts P.E. License #41697


**December 15, 2015**
BEPC #W141149

BOHLER
ENGINEERING

## I. INTRODUCTION

The following report provides an analysis of the stormwater drainage conditions that will result from the development of the subject site into a residential complex that will be known as Surfside Commons. The site is located along the northerly side of Surfside Road located in the LUG-2 and LUG-3 zoning districts as well as the Lower Nantucket Wellhead Protection District (DEP Zone II). The site is comprised of a single lot that is broken into several parcels of land identified by the Nantucket Assessor's Office as Map 67, Lot 80 which contains approximately 2.49 acres of land.

The property is bound to the north, east and west by residential properties and to the south by Surfside Road. The site is located on a lot that is currently has a residential home and has no drainage infrastructure. Based on available FEMA mapping, the site is not located within a flood zone.

This report includes an analysis of the existing and proposed drainage characteristics of the site, and provides a detailed analysis of the proposed stormwater management facilities and best management practices (BMPs) that will control the stormwater outflow associated with the post-development site.

This report addresses a comparative analysis of the pre and post development site stormwater runoff conditions with the following primary design constraints being:

1. Meeting the standards of the Massachusetts Department of Environmental Protection Agency's Stormwater Management Standards,

2. Complying with the Town Nantucket's regulations for Stormwater Management, including A Guide to Stormwater Infiltration Practices prepared by the Pioneer Valley Planning Commission.

## II. DRAINAGE – EXISTING SITE CONDITIONS

The existing site is a ± 2.49 acre parcel that has a residential building on-site. The site slopes in a easterly direction and consists of woods and grass areas. The existing lot has been analyzed as one drainage area (E-1).

Drainage Area E-1 contains 11,850 sf of paved area, 21,868 sf of wooded area and 89,662 sf of landscaped areas totaling 123,380 sf. Runoff sheet flows in an easterly direction toward the back of the property into the wooded area to the northeast.

## III. DRAINAGE- PROPOSED SITE CONDITIONS

The developed site is proposed to include the construction four multi-floor residential complexes with 56 housing units. The developed site will also include construction of associated site improvements including stormwater management facilities, utility improvements, parking areas, landscaping, lighting, and various site improvements as illustrated on the Site Development Plans prepared by Bohler Engineering. The post development conditions will result in an increase in impervious area and the site is designed to mitigate the stormwater through the implementation of the stormwater management facilities described within the body of this report.

The goals of the stormwater management system design are to maintain existing site drainage patterns, mitigate peak post development flows & volumes, and to improve the water quality of the stormwater leaving the site in accordance with applicable regulations. The proposed

drainage system has been designed to collect and rout stormwater from the subject site into proposed underground basin systems which will infiltrate the site's runoff for storm frequencies up to and including the 100-year storm. The stormwater management system for the site will include a series of deep-sump hooded catch basins and manholes which will collect and convey runoff into a water quality units and then to the underground infiltration systems. Water quality will be achieved through a combination of various measures including deep-sump hooded catch basins, and water quality units. These treatment devices will achieve the level of removal for total suspended solids (TSS) as required by the applicable regulations. Based on available mapping, the site is located within the Town's designated Public Wellhead Recharge Overlay District which requires the site to recharge 95% of the annual precipitation without degradation of stormwater quality. This mandate will be achieved through utilization of the underground stormwater infiltration system in combination with the proposed stormwater quality measures noted above. The site will also meet the state standards for recharge.

For this analysis the post-development site has been divided into ten separate sub-drainage areas, P-1A through P1H that encompass "P-1".

P1-A is a subarea that consists of 14,500 sf of landscaped area. Stormwater from P1-A flows into a grass lined swales and ultimately to the rear of the property as in existing conditions, but at a lesser rate.

P1-B is a subarea that consists of 7,102 sf of landscaped area and 38,652 sf of paved area totaling 45,754 sf. Stormwater from this area flows in various directions where it is collected by a series of deep sump catch basins with oil/water hoods, then to a water quality unit before it's conveyed into an underground infiltration basin system which holds storms up to and including the 100 year storm event.

P1-C is a subarea that consists of 17,032 sf of landscaped area and 2,792 sf of paved area totaling 19,824 sf. Stormwater from this area flows in various directions where it is collected by a deep sump catch basin with oil/water hoods, then to a water quality unit before it's conveyed into an underground infiltration basin system which holds storms up to and including the 100 year storm event.

P1-D is a subarea that consists of 6,800 sf of roofed area. Stormwater from this area is conveyed into an underground infiltration basin system which holds storms up to and including the 100 year storm event.

P1-E and P1-F are subareas that consists of 3,050 sf of roofed area. Stormwater from this area is conveyed into an underground infiltration basin system which holds storms up to and including the 100 year storm event.

P1-G is a subarea that consists of 7,175 sf of roofed area. Stormwater from this area is conveyed into an underground infiltration basin system which holds storms up to and including the 100 year storm event.

P1-H is a subarea that consists of 1,150 sf of roofed area. Stormwater from this area is conveyed into an underground infiltration basin system which holds storms up to and including the 100 year storm event.

P1-I is a subarea that consists of 5,014 sf of landscaped area and 16,988 sf of paved area totaling 22,002 sf. Stormwater from this area flows in various directions where it is collected by a series of deep sump catch basins with oil/water hoods and conveyed into an underground infiltration basin system which holds storms up to and including the 100 year storm event.

## IV. DRAINAGE ANALYSIS METHODOLGY

The methodology utilized to design the subject stormwater management system to demonstrate compliance with the Town of Nantucket, State and Federal requirements/guidelines is based on the SCS TR 55 Urban Hydrology for small watersheds method.

In addition, times of concentration were generated from the SCS TR 55 Urban Hydrology for small watersheds method. Runoff coefficients for the existing and post-development conditions were developed using widely accepted runoff coefficients.

Compliance with the Massachusetts Department of Environmental Protection's Stormwater Management Standards and the Town of Nantucket Requirements has been achieved through the proposed drainage system design. The rainfall rates used were based on the SCS TR 55 Urban Hydrology rates.

## V. DRAINAGE ANALYSIS RESULTS

The analysis of post development stormwater conditions indicate that the peak rates of runoff and volumes to the design points will be decreased compared to the existing conditions, as shown on the attached tables.

The tables below demonstrate that the post-development runoff rates and volumes associated with all storm events including the 2-year, 10-year, 25-year and 100-year storms will be decreased as a result of the proposed development. Table 1 & 1A is a comparison of the total flows and volumes discharging from the site, or (E1 + E2) compared to (P1 +P2+P3).

**Table 1 - Stormwater Runoff Rate -Total Stormwater exiting the site**

| Storm Frequency | Existing Flow (CFS) | Proposed Flow (CFS) | Change (CFS) | % Reduction |
|---|---|---|---|---|
| 2 year | 0.14 | 0.00 | -0.14 | 100% |
| 10 year | 0.79 | 0.01 | -0.78 | 99% |
| 25 year | 1.49 | 0.05 | -1.44 | 97% |
| 100 year | 2.85 | 0.17 | -2.68 | 94% |

**Table 1A - Stormwater Volume Summary -Total Stormwater exiting the site**

| Storm Frequency | Existing Volume (acre-ft) | Proposed Volume (acre-ft) | Change (acre-ft) | % Reduction |
|---|---|---|---|---|
| 2 year | 0.052 | 0.000 | -0.052 | 100% |
| 10 year | 0.154 | 0.005 | -0.149 | 97% |
| 25 year | 0.247 | 0.011 | -0.236 | 96% |
| 100 year | 0.420 | 0.023 | -0.397 | 95% |

## VI. CONCLUSIONS

Analysis of the proposed stormwater management system as shown on the plans prepared by Bohler Engineering indicates that the proposed development will ultimately not result in an increase in the post-development peak runoff rates and volumes. Additionally, the proposed best management practices will provide the benefits of improving TSS removal for the site's runoff prior to discharge. As a result, there will be no negative impacts to the existing drainage infrastructure or downstream receiving waters due to the proposed development.

## VII. MASSACHUSETTS DEP STORMWATER MANAGEMENT STANDARDS

The following section describes the project's conformance with the Massachusett DEP's current Stormwater Management Standards, as of January 2, 2008.

*Low Impact Development (LID) Measures*

The project has been designed to incorporate pollution prevention and good housekeeping measures and a maintenance plan to ensure stormwater management facilities are maintained in proper working order.

*Standard #1- Untreated Storm Water*

Runoff from impervious areas on site will be treated by a stormceptor units. All new catch basins will have deep sumps and trap hoods. Untreated waters will not be discharged directly to nor cause erosion in wetlands or waters of the Commonwealth.

*Standard #2: Post Development Peak Discharge Rates*

Post development peak discharge rates for the site will be reduced compared to existing conditions.

*Standard #3: Recharge to Groundwater*

Groundwater recharge will be achieved for a majority of the site's runoff through implementation of the infiltration basins.

*Standard #4: 80% TSS Removal*

Water quality measures have been provided for this site including a stormceptor units in combination with of deep sump and hooded catch basins to achieve a "process train" of TSS removal. A total of greater than 80% TSS removal will be achieved for captured runoff.

*Standard #5: Land Use with Higher Potential Pollutant Loads*

None of the proposed uses are deemed to be land uses with higher potential pollutant loads.

*Standard #6: Protection of Critical Areas*

The site is located with a Zone II recharge area and meets the recharge requirements set forth by the state regulations.

*Standard #7: Redevelopment Projects*

The site is not considered a redevelopment project, and has been designed to comply with all standards.

*Standard #8: Erosion/Sediment ControlDuring Construction*

An erosion and sediment control plan has been developed for this project as shown on Site development plans by Bohler Engineering.

*Standard #9: Operation/Maintenance Plan*

An Operation and Maintenance Plan has been provided as part of this report.

*Standard #10: Illlicit Discharges*

The proposed stormwater system will convey only stormwater and allowable non-storm discharges (firefighting water, landscape irrigation, air conditioning condensate, etc.) and will not contain any illicit discharges from prohibited sources.

# ***LONG TERM STORMWATER SYSTEM OPERATION AND MAINTENANCE PLAN***

**The Stormwater Management Standards**

**Standard 9:** A Long –Term Operation and Maintenance (O&M) Plan shall be developed and implemented to ensure that stormwater management systems function as designed.

The Long-term Operation and Maintenance Plan shall at a minimum identify:

1. Stormwater management system(s) owners;
2. The party or parties responsible for operation and maintenance, including how future property owners will be notified of the presence of the stormwater management system and the requirement for proper operation and maintenance;
3. The routine and non-routine maintenance tasks to be undertaken after construction is complete and a schedule for implementing those tasks;
4. Plan that is drawn to scale and shows the location of all stormwater BMPs in each treatment train along with the discharge point;
5. Description and delineation of public safety features; and
6. Estimated operations and maintenance budget.

.The Operation and Maintenance Plan shall identify best management practices for implementing maintenance activities in a manner that minimizes impacts to wetland resource areas.

**The Proposal is for a private development.**

Stormwater Management System

Property Owner:
Nantucket 106 Surfside Realty Trust

Lessee: Atlantic Development Corp

Owner or Applicant Signature _____
Date_____

By executing signature above, the owner/applicant ensures that they understand the recommended maintenance & inspections that are required for this development.

General Contractor: TBD

The General Contractor shall have all logs and reports as stated within the Stormwater Pollution Prevention Plan readily available at all times for inspection by the Town of Nantucket.

Method of recording for future Owners

- ☐ Deed
- ☐ Order of Conditions
- ☐ Other: _____

# DRAINAGE SYSTEM

The following components shall be inspected:

- Inspection during or immediately following initial installation of sediment controls.
- Inspection following severe rainstorms to check for damage to controls.
- Inspection prior to seeding deadlines, particularly in the fall.
- Final inspection of projects nearing completion to ensure that temporary controls have been removed, stabilization is complete, drainage ways are in proper condition, and the final contours agree with the proposed contours on the approved plan.

Storm Events
2 year storm= 3.6 inches
10 year storm=4.9 inches
25 year storm=5.8 inches
100 year storm=7.2 inches

After the occurrence of any of the storm events noted above, or any other heavy rainfall that may have affected stormwater management facilities, the designated inspector shall inspect the components listed below for evidence of scouring or erosion, excessive sediment deposits, clogging of stormwater structures, or any other condition that may adversely affect stormwater management operations. The storage of snow, fertilizer, or pesticides shall be prohibited within the 100 foot wetlands buffer.

If any of these conditions are observed, then appropriate actions should be taken to restore the stormwater management facility so that it operates as intended.

**COMPONENT:** Underground Infiltration Basin, Catch Basins

**RESPONSIBILITY:**
**During Construction:** General Contractor - TBD
**Post Construction:** TD Bank, N.A.

**ACTION:** Inspection / cleaning

**FREQUENCY:** Once annually or when 6" or more of sediment accumulation is observed.

**DESCRIPTION:** The underground infiltration basin and catch basins shall be inspected bi-yearly to ensure that they are operating as intended and that all components are stable and in working order. Inspections shall be by qualified personnel assigned by the owner. Sediment collecting in the bottom of the structure shall be inspected twice a year, and removal shall commence any time the sediment reaches a depth of six inches anywhere in the basin / inlets. Sediments removed shall be disposed of in accordance with the latest DEP guidelines for stormwater sediment disposal.
Inspections:

- Inlet and Outlet condition
- Sediment Accumulation
- Oil/Gas Sheen in water
- Condition of outlet pipe
- General Inspection of basin

**BUDGET:** Inspection/cleaning- $500/ yr based on inspections and cleaning once annually or as necessary.

**COMPONENT:** Stormwater Quality Unit (Stormceptor) – Manufacturer guidelines attached.

**RESPONSIBILITY:**
During Construction: General Contractor - TBD
Post Construction: TD Bank

**ACTION:** Inspection / cleaning

**FREQUENCY:** Per Manufacturer's Maintenance Guidelines or at least once annually whichever is more restrictive depending on the rate of sediment accumulation.

**DESCRIPTION:** See attached Manufacturer's Maintenance Guidelines. All accumulated materials shall be disposed of in accordance to DEP regulations.

**BUDGET:** Inspection/cleaning- $250/ yr based on inspections and cleanings of once a year.

## *SAMPLE BMP INSPECTION & MAINTAINENCE ACTIVITY FORM*

**NOTE:** The owner is responsible for maintaining an accurate and complete log of inspection & maintenance activities.

| BMP / Maintenance Activity | Contractor Name | Start Date | End Date | Observation / Maintenance Notes |
|---|---|---|---|---|
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# Zoning Board of Appeals

# May 11, 2016

# End of packet

# *Part I*