

Town and County of Nantucket
Board of Selectmen • County Commissioners

James R. Kelly, Chairman
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C. Elizabeth Gibson
Town & County Manager

*AGENDA FOR THE MEETING OF THE
BOARD OF SELECTMEN
OCTOBER 12, 2016 - 6:00 PM
PUBLIC SAFETY FACILITY COMMUNITY ROOM
4 FAIRGROUNDS ROAD
NANTUCKET, MASSACHUSETTS*

I. CALL TO ORDER

II. BOARD ACCEPTANCE OF AGENDA

III. ANNOUNCEMENTS

1. The Board of Selectmen Meeting is Being Video/Audio Recorded.
2. Easy Street Bulkhead Reconstruction Project Begins October 17, 2016; Easy Street Closed through End of December.
3. October 17, 2016 Special Town Meeting Starts Monday, October 17, 2016 at 6:00 PM at Nantucket High School Auditorium, 10 Surfside Road.
4. Town Clerk: Voter Registration Deadline for November 8, 2016 State Election is Wednesday, October 19, 2016 at 8:00 PM.
5. Town Clerk: Early Voting for the 2016 State Election will Occur at the Town Building, 16 Broad Street from Monday, October 24, 2016 to Friday, November 4, 2016 from 8:00 AM to 4:00 PM. Mail-in Ballots Must be Received by Noon on November 4, 2016. The Central Tabulation Facility will be at the Nantucket High School, 10 Surfside Road on Tuesday, November 8, 2016 from 7:00 AM to 8:00 PM.
6. 2017 Annual Town Meeting Warrant is Open for Citizen Warrant Article Submittals through November 21, 2016 at 4:00 PM - Town Counsel will be available Wednesday, October 19 from 2:00 - 4:00 PM and Thursday, October 20 from 9:00 - 11:00 AM for Consultation.

IV. WORKSHOP ITEMS

1. Discussion Regarding Fast Ferry Connector Funding.
2. Discussion Regarding Parking.

V. OFFICIAL BUSINESS

1. Action on Sewer Connection and Dedication Agreement with Richmond Development.
2. Review of Preliminary Potential 2017 Annual Town Meeting Warrant Articles (Tabled from October 5, 2016).
3. Adoption of December 6, 2016 Special Town Election Ballot.

VI. ADJOURNMENT

Board of Selectmen Agenda Protocol:

- **Roberts Rules:** *The Board of Selectmen follows Roberts Rules of Order to govern its meetings as per the Town Code and Charter.*
- **Public Comment:** *For bringing matters of public interest to the attention of the Board. The Board welcomes concise statements on matters that are within the purview of the Board of Selectmen. At the Board's discretion, matters raised under Public Comment may be directed to Town Administration or may be placed on a future agenda, allowing all viewpoints to be represented before the Board takes action. Except in emergencies, the Board will not normally take any other action on Public Comment. Any personal remarks or interrogation or any matter that appears on the regular agenda are not appropriate for Public Comment.*

Public Comment is not to be used to present charges or complaints against any specifically named individual, public or private; instead, all such charges or complaints should be presented in writing to the Town Manager who can then give notice and an opportunity to be heard to the named individual as per MGL Ch. 39, s 23B.

- **New Business:** *For topics not reasonably anticipated 48 hours in advance of the meeting.*
- **Public Participation:** *The Board welcomes valuable input from the public at appropriate times during the meeting with recognition by the Chair. For appropriate agenda items, the Chair will introduce the item and take public input. Individual Selectmen may have questions on the clarity of information presented. The Board will hear any staff input and then deliberate on a course of action.*
- **Selectmen Report and Comment:** *Individual Selectmen may have matters to bring to the attention of the Board. If the matter contemplates action by the Board, Selectmen will consult with the Chair and/or Town Manager in advance and provide any needed information by the Thursday before the meeting. Otherwise, except in emergencies, the Board will not normally take action on Selectmen Comment.*

Easy Street Bulkhead Construction October 17 to December 30

No parking to allow for two-way traffic

No parking on the south side to allow for truck traffic

No parking to allow trucks room to turn

No parking to allow for truck traffic

No parking to allow for two-way traffic to SSA

Easy Street Bulkhead Construction Area
No Vehicle or Pedestrian Access

Traffic Reversed
No parking on the north side of the street

Legend

-  Signs
-  Closed To All Traffic
-  No Parking
-  Traffic Reversed
-  Parcels

1 inch = 91 feet
0 85 0 170 Feet

Data Sources:
The planimetric data on this mapsheet is based primarily upon interpretation of April, 2013 aerial photography. It was compiled to meet the ASPRS Standard for Class 1 Map Accuracy for 1"=100' scale maps.
The parcel boundaries are based primarily upon the Tax Assessor's data through December, 2014.
Please send identification of any errors and corresponding corrections to:
GIS Coordinator
Town of Nantucket
2 Fairgrounds Rd
Nantucket, MA 02554

Town of Nantucket GIS Mapsheet

Nantucket governmental agencies will not necessarily approve applications based solely on GIS data. Applicants for permits and licenses must inquire of the relevant agency for applicable requirements.
The presence of information on this mapsheet does not necessarily imply public right-of-way or the right of public access.
The data on this mapsheet represents the efforts of the Town of Nantucket and other cooperating organizations to record and compile pertinent geographical and related information utilizing the capabilities of the Nantucket Geographic Information System (GIS). The GIS staff maintains an ongoing program to record and correct errors in these data that are brought to its attention. The Town of Nantucket makes no claims as to the absolute validity or reliability of these data or their fitness for any particular use.

Town of Nantucket



OFFICE OF THE TOWN & COUNTY CLERK

16 Broad Street
NANTUCKET, MASSACHUSETTS 02554-3590

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Town & County Clerk

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August 9, 2016

Dear Mr. Kelly:

Would you please place the following announcement on the agenda for the Selectmen's meetings of October 5th, 12th and 19th:

The Voter Registration deadline for the November 8, 2016 State Election will be Wednesday October 19th at 8 PM. Please use the Federal Street entrance after 4 PM.

Many thanks for your kind assistance and support.



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October 7, 2016

Dear Mr. Kelly:

Would you please place the following announcement on the agenda for the Selectmen's meetings of October 12th, 19th, and 26th:

The Town Clerk has designated the site for Early Voting for the 2016 State Election will be the Nantucket Town & County Building at 16 Broad Street. The Early Voting period will be from Monday, October 24th through Friday, November 4th. Hours will be Monday through Friday from 8:00 AM until 4:00 PM. Mail-in ballots must be received by Noon on November 4th.

The Town Clerk has designated a Central Tabulation Facility be established at the Nantucket High School at 10 Surfside Road on November 8th from 7 AM until 8 PM.

Many thanks for your kind assistance and support.

CONTRIBUTORS		2016
Town of Nantucket	\$	75,000
Hy-Line	\$	45,000
Steamship Authority	\$	36,422
Nantucket Island Resorts	\$	3,000
ReMain	\$	22,079
Brait Builders	\$	1,000
TOTAL	\$	182,501

2016 FERRY CONNECTOR
JUNE 1 - SEPTEMBER 5
7 A.M. - 10 P.M.



Town of Nantucket Parking/Enforcement Plan

**Adopted October 22, 2014 by the
Board of Selectmen**

Winter Enforcement/Parking Plan:

1. Effective Period: October 1st through May 31st
 - A. Residential Parking District: No timed parking restrictions for all vehicles. Vehicles parked for more than 96 hours considered to be abandoned [200.4.26].
 - B. Commercial Parking District: Enforcement of the ban on overnight parking of commercially registered vehicles, without a permit, in the commercial parking district continues year round [200.14.2].
 - C. Core Parking District: No changes, timed parking enforcement continues on summer program until the Monday after Stroll Weekend.
2. Effective Period: Columbus Day to Thursday before Memorial Day
 - A. 37 Washington St. Lot: Overnight parking of vehicles allowed. Commercially registered vehicles required to have either a Commercially Registered Vehicle Parking Permit [200.16.6] or a Commercially Registered Vehicle Town Lot Permit [200.16.8]. Vehicles over 12,000 lbs. gross weight prohibited [200.13.4]. Trailers Prohibited [200.8.4]. Vehicles over 30' prohibited [200.13.6].
 - B. Town Pier Special Permit Parking Spaces: Open to the general public for parking [200.13.3]. No overnight parking allowed except by Special "Town Pier" Permit [200.13.2 & 200.13.3]. Vehicles over 12,000 lbs. gross weight prohibited [200.13.4]. Trailers Prohibited [200.8.4]. Vehicles over 30' prohibited [200.13.6].
 - C. Silver Street Lot: Overnight parking of vehicles allowed. Overnight parking of Commercially Registered Vehicles allowed by permit only [200.13.2]. (Must have a valid Silver Street Parking Lot Parking Permit, Commercially Registered Vehicle Permit [200.16.6] or Commercial Vehicle Town Lot Permit [200.16.8] to qualify) (Seven Day, 168 hour rule in effect for all vehicles [200.14.1]). Vehicles over 12,000 lbs. gross weight prohibited [200.13.4]. Trailers prohibited [200.8.4]. Vehicles over 30' prohibited [200.13.6].
 - D. Washington Street Extension: Overnight parking of Commercially Registered Vehicles allowed by permit [200.13.2]. (Must have a Commercially Registered Vehicle Permit to qualify) (Seven Day, 168 hour rule in effect in off-street parking spaces [200.13.5], 96 hour rule in effect on the roadway [200.4.26]). Vehicles over 12,000 lbs. gross weight prohibited [200.13.4]. Vehicles over 30' prohibited [200.13.6].
 - E. 2 Fairgrounds Road Commuter Parking Lot: Parking lot remains open to overnight parking for all vehicles [200.13.2]. Vehicles parked for more than

seven days (168 hours) shall be considered abandoned [200.13.5]. Vehicles over 12,000 lbs. gross weight prohibited [200.13.4]. Trailers prohibited [200.8.4]. Vehicles over 30' prohibited except in designated spaces [200.13.6]. (NRTA Fast Ferry Shuttle makes last stop at 7:20 PM on Columbus Day)

3. Effective Period: Monday after Stroll Weekend to the Friday before Memorial Day.
 - A. Core Parking District: Timed Parking Enforcement from 8:00 AM to 4:00 PM. All 1 hour parking zones except on Main Street between Center Street and Water Street become 2 hour parking zones. No changes to 15, 20 or 30 minute parking zones. (Note: Residential Parking Permits not valid after September 30th for parking in the 2 hours zones or for parking in the Core District.)
 - B. Loading zones to be converted into 2 hour parking spaces:
 - Oak St. between South Water St. and South Beach St. Extension
 - Main St. between North Union and South Water St.
 - Candle St. between Salem St. and Main St.
 - C. Taxi/Tour Van Zones to be turned into 2 hour parking spaces:
 - Lower Main Street from Easy Street to New Whale Street
 - Candle Street from Main Street to Salem Street

Summer Enforcement/Parking Program:

1. Effective Period: June 1st to September 30th
 - A. Residential Parking District: Timed parking enforcement from 8:00 AM to 7:00 PM. Vehicles displaying a valid Residential Parking Permit exempt from the 2 hour parking restrictions in the Residential Parking District. Vehicles parked for more than 96 hours considered to be abandoned.
 - B. Commercial Parking District: Commercially Registered Vehicles must have a Commercially Registered Vehicle Permit if parked between 2:00 AM and 4 AM on a public way. Vehicles parked for more than 96 hours considered to be abandoned.
 - C. Core Parking District: Timed Parking Enforcement from 8:00 AM to 7:00 PM. Residential Parking Permits not valid for parking in the Core District.
2. Effective Period: Thursday before Memorial Day thru Columbus Day
 - A. Town Parking Lots: Overnight parking prohibited in the parking lot at 37 Washington Street. Overnight parking prohibited in the Silver Street parking lot except for vehicles displaying a valid Silver St. parking lot parking permit

[200.13.2]. Vehicles parked for more than seven days (168 hours) shall be considered abandoned [200.13.5]. No vehicles in excess of 12,000 lbs. gross weight allowed [200.13.4]. Vehicles over 30' prohibited [200.13.6].

- B. 2 Fairgrounds Road Commuter Parking Lot: Parking lot open to general and overnight parking. Vehicles parked for more than seven days (168 hours) shall be considered abandoned [200.13.5]. Vehicles in excess of 12,000 lbs. gross weight prohibited [200.13.4]. Vehicles over 30' prohibited except in designated spaces [200.13.6]. (NRTA Fast Ferry Shuttle provides service from the Thursday before Memorial Day thru Columbus Day)
 - C. Town Pier Special Permit Parking Spaces: Parking by special permit only [200.13.3]. Open to the general public for parking from 8:00 PM to 2:00 AM. Only vehicles displaying a valid Town Pier Special Permit allowed to park overnight. Vehicles parked for more than seven days (168 hours) shall be considered abandoned [200.13.5]. Vehicle in excess of 12,000 lbs. gross weight prohibited [200.13.4]. Parking of trailers prohibited [200.8.4]. Vehicles over 30' prohibited [200.13.6].
 - D. Washington Street Extension: Overnight parking prohibited [200.13.2]. Overnight parking of Commercially Registered Vehicles allowed by permit only [200.13.2]. (Must have a Commercially Registered Vehicle Permit to qualify) (Seven Day, 168 hour rule in effect in off-street parking spaces [200.13.5], 96 hour rule in effect on the roadway [200.4.26])
3. Effective Friday before Memorial Day to the Monday after Stroll Weekend.
- A. All loading zones and taxi zones restored to restricted status.

Nantucket Parking Districts

Adopted May 21, 2014

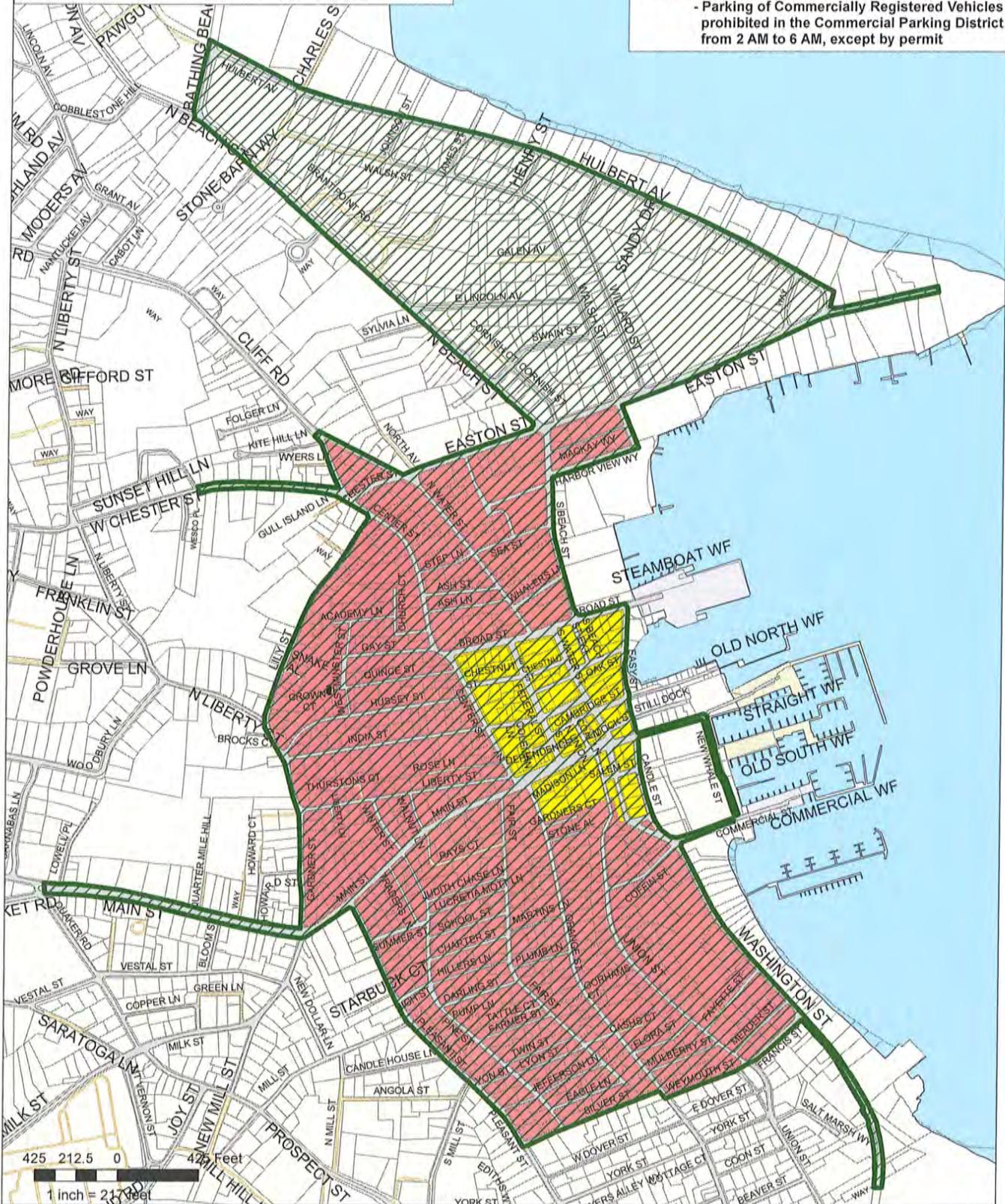
Legend

Parking Enforcement

Time Period

- Core - Year Round
- Residential - June 1 to Sept 30
- Commercial Parking District - Year Round

- Parking of Commercially Registered Vehicles prohibited in the Commercial Parking District from 2 AM to 6 AM, except by permit



Data Source:
The geographic data on this mapsheet is based primarily on information from the 2002 aerial photography. The mapsheet was prepared by the GIS Department for the Town of Nantucket. The mapsheet was last updated on 05/21/14. The mapsheet was prepared by the GIS Department for the Town of Nantucket. The mapsheet was last updated on 05/21/14.

Town of Nantucket GIS Mapsheet

Included governmental agencies will not necessarily assume responsibility for the use of this information. The Town of Nantucket makes no warranty as to the accuracy or reliability of these data or their fitness for any particular use.



01/4/2011
Parking Enforcement

**SEWER CONNECTION
AND DEDICATION AGREEMENT**

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

WITNESSETH

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

2. Dedication of Sewer Line A. Within sixty (60) days of the satisfaction of conditions (1) through (4), inclusive, Richmond shall transfer the ownership of, and the Town shall accept the Sewer Line A Easement, as defined below, of the Richmond System and all its associated infrastructure upon the satisfaction of the following conditions: (1) A certification by the DPW to the Nantucket Sewer Commission that Sewer Line A is constructed and meets all of the Town's applicable inspectional and operational standards for sewer mains as are presently required by the Sanitary Sewer Policy; (2) Within thirty (30) days of the execution of this Agreement, Richmond shall (i) provide the Town with an easement plan and the form of sewer line all necessary easements over land owned by Richmond, of reasonable width not to exceed fifty (50') feet, through which Sewer Line A runs to be shown on the aforementioned easement plan, which Sewer Line A Easement shall be in a form mutually acceptable to the Town and Richmond (the "Sewer Line A Easement") and (ii) deliver the aforementioned the Sewer Line A Easement easement to the Town for all property owned by Richmond abutting Sewer Line A, fully executed and acceptable for registration with the Nantucket Registry District of the Land Court; (3) Richmond, with the assistance and cooperation of the Town shall obtain executed easements from any other persons, including legal entities, owning land abutting or through which Sewer Line A runs, provided it is agreed that if all any of the necessary easements cannot be obtained on or before January 15, 2017, the Board of Selectmen shall sponsor a warrant article for consideration at the 2017 Annual Town Meeting proposing the taking (in fee or in easement at the option of the Board of Selectmen) of the remaining easements along Sewer Line A as are deemed necessary in the opinion of counsel for the Town so that the entirety of Sewer Line A is publically dedicated; and (4) the Nantucket Sewer Commission, at a meeting duly held and open to the public shall have voted to accept Sewer Line A (which vote shall not be withheld except in such circumstances as the foregoing conditions (1) through (3) have not been satisfied) and to have executed, in a form appropriate for registration, all necessary easements for the land in which Sewer Line A runs. It is agreed between Richmond and the Town that, notwithstanding the satisfaction of conditions (2) through (4) above, inclusive, there shall be no restriction on the issuance of sewer connection permits or certificates of occupancy for owners of land abutting Sewer Line A based upon the failure of Sewer Line A to be fully dedicated as a public sewer line. Prior to satisfaction of conditions (1) through (4) of this paragraph 2, the Town will not issue any certificates of occupancy for any new construction requiring a sewer connection on properties that abut Sewer Line A, provided that any person or entity duly issued a sewer connection permit by the DPW prior to the date of execution hereof and appearing on the schedule of Exempt Connections enumerated in Schedule II, affixed to this Agreement and incorporated herein by reference, shall not be subject to the aforementioned certificate of occupancy restriction. Simultaneously with the execution of this Agreement, the Nantucket Sewer Commission shall vote to permit the owners of land abutting Sewer Line A Exempt Connections to connect to the Town System, however such owners shall remain

subject to all applicable and customary application, engineering and inspectional requirements of the DPW and the Town of Nantucket and shall pay all required connection and privilege fees attendant to the issuance of sewer connection permits.— Should it be necessary for the DPW to inspect and/or repair Sewer Line A prior to the recording of any necessary easements, Richmond hereby grants the Town a license to enter upon the Richmond Property for such limited purpose and only for so long as is reasonably necessary for the DPW to perform such inspection or repair. Richmond shall have the right, upon satisfaction of the conditions set forth in this Paragraph 2, to connect all of its property abutting Sewer Line A to the Town’s sewer system, subject to the payment of all privilege and connection fees which are customarily paid the Town upon connection to the Town System in accordance with the Sanitary Sewer Policy. Reference is hereby made to subpart (i) of condition (2) stated above, the Parties hereby agreeing that Richmond may, at its sole cost and expense, relocate the Sewer Line A Easement and the associated infrastructure over its property if it determines, in its sole and reasonable discretion, it necessary to so relocate, provided however, the Sewer Line A ~~easement~~ Easement granted to the Town shall not be materially adversely affected by such relocation and Richmond shall provide all plans and applicable engineering exhibits as reasonably required by the Town or the DPW which plans shall be filed and approved in accordance with the Sanitary Sewer Policy. For purposes of this Agreement, a relocation of Sewer Line A and the Sewer Line A Easement by Richmond in accordance with plans filed and approved by DPW shall be not be considered a materially adversely effect. —Richmond shall be responsible, at its sole cost and expense, for all recording and other fees necessary to relocate the easement. Prior to recording, the easement documents shall be subject to review and approval by Town Counsel and acceptance of the relocated easement by the Board of Selectmen, which acceptance shall not be unreasonably withheld.

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

4. Sewer Line Dedication of Line C. Richmond shall transfer the ownership of, and the Town shall accept Sewer Line C of the Richmond System and all of its associated infrastructure

upon the following conditions being satisfied: (1) approval by the DPW of the plans and specifications for Sewer Line C prior to construction; (2) An inspection by the DPW of the completed construction and a certification to the Nantucket Sewer Commission that Sewer Line C, as constructed, meets all of the Town's inspectional and operational standards for sewer mains in accordance with the Sanitary Sewer Policy and the approved plans filed with the DPW ; (3) Richmond shall provide the Town with an easement plan and the form of all necessary easements in a form mutually acceptable to the Town and Richmond; (4) Richmond shall deliver a fully executed easement for the real estate owned by Richmond in which Sewer Line C is proposed and approved to be installed; (5) Richmond, if necessary, with the assistance and cooperation of the Town, shall have obtained, easements from any other persons or entities owning property in which Sewer Line C runs, provided it is agreed that if all necessary easements cannot be obtained on or before the sixtieth (60th) day following the DPW's certification to the Nantucket Sewer Commission as contemplated in condition (2) above, the Board of Selectmen shall sponsor a warrant article at the next occurring Annual Town Meeting proposing the taking (in fee or in easement at the option of the Board of Selectmen) of the remaining easements along Sewer Line C as are deemed necessary in the opinion of counsel for the Town, so that the entirety of Sewer Line C is publically dedicated; and (6) the Nantucket Sewer Commission votes (which vote shall not be withheld except under circumstances that the foregoing conditions (1) through (5) have not been satisfied), at a meeting duly held and open to the public, to accept Sewer Line C and to execute all required easements. Prior to satisfaction of such conditions, the Town will not permit Richmond to connect Sewer Line C into the Town Sewer System or issue any certificates of occupancy for any new construction on properties that abut Sewer Line C. Should it be necessary for the DPW to inspect and/or repair Sewer Line C prior to the registration of the necessary easements, Richmond hereby grants the Town a license to enter upon the Richmond Property for such limited purpose and only for so long as is reasonably necessary to complete such inspection or repair. Richmond shall have the right, upon satisfaction of the conditions set forth in this Paragraph 4, to connect all of its property abutting Line C to the Town Sewer System subject to the payment of all privilege and connection fees which are customarily paid the Town upon connection to the Town System in accordance with the Sanitary Sewer Policy. Notwithstanding the foregoing to the contrary, Richmond shall not connect more than the Title V flow calculation for the number of bedrooms as may ultimately be approved by the Planning Board in the special permit applications presently pending for the Meadows II and Sandpiper Place development proposals. In accordance with the Town & County of Nantucket Board of Selectmen Policy For Sewer Fee Waiver Requests affixed to this Agreement and incorporated herein by reference as Exhibit C, those housing units developed by Richmond pursuant to the special permits which may be issued for its Meadows II and Sandpiper Place projects which are eligible for inclusion on the Town's Subsidized Housing Inventory ("SHI") as maintained by DHCD or any successor agency shall benefit from the Town's policy of waiving all sewer connection and privilege fees ordinarily charged upon their connection. In exchange for the waiver benefit Richmond shall assist the Town in obtaining SHI status for such units by notifying the Town Manager when building and occupancy permits issue and complying with the policy that such units shall be bound by permanent affordable housing deed restrictions in a form agreed upon between Richmond and the Town.

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

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

7. Use of Mitigation Payments. The Town, by and through the Board of Selectmen shall accept and expend, without further appropriation, the Mitigation Payments on the express condition that all expenditures are in furtherance of certain upgrades to the operational capacity and redundancy of the South Valley Sewer Pumping Station as recommended in a report issued by Hazen and Sawyer Environmental Engineers and Scientists, dated April 2, 2015 attached to this agreement as Exhibit D and incorporated herein by reference, as agreed upon between Richmond and the DPW (the "Hazen and Sawyer Report"). In the event that the actual bid amounts for such improvements obtained by the Town and associated engineering fees exceed the Mitigation Payments (for avoidance of doubt, a total of two hundred ~~fifty-seventy-five~~ thousand (~~\$250~~275,000.00) dollars, exclusive-inclusive of the ten (10%) percent contingency) or if change orders are required, Richmond shall, within three business days of notice from the Town, immediately make a further gift to the Town of the-fifty (50%) percent of the excess

amounts, provided any changes required do not modify the scope of work recommended in the Hazen and Sawyer Report and further provided that fifty (50%) percent of such any additional gift made by Richmond to the Town exceeding a total cumulative gift of two hundred seventy-five thousand (\$275,000) dollars shall be credited-paid to Richmond, ~~dollar for dollar~~, in the form of credits toward future connection and privilege fees for the benefit of Richmond at the time of its connection, to any Sewer Line, of any property ~~if Richmond~~ then owns up to a maximum aggregate credit of fifty thousand (\$50,000) dollars. In furtherance of the foregoing, Richmond and the Town agree that any potential bid excess causing the total cumulative cost of work to exceed two hundred seventy-five thousand (\$275,000) dollars shall be shared and paid equally by Richmond and the Town and the aforementioned connection and privilege fee credit shall accrue to the benefit Richmond (at a rate of fifty cents on the dollar) until the total cumulative cost of work has reached three hundred seventy-five thousand (\$375,000) dollars, and any potential bid excess causing the total cumulative cost of work to exceed three hundred seventy-five thousand (\$375,000) dollars shall be paid as an additional gift by Richmond to the Town and no connection or privilege fee credit shall accrue for amounts exceeding three hundred seventy-five thousand (\$375,000) dollars. - It is agreed that (i) the connection and privilege fee credits, if any, contemplated by this paragraph 7 and due Richmond shall be separate and several from those connection and privilege fees waived in accordance with the Town & County of Nantucket Board of Selectmen Policy For Sewer Fee Waiver Requests, and (ii) subject to any applicable law or perpetuity restriction to the contrary, that such credits shall not expire and credits due to Richmond shall not, under any circumstances, be assignable or for the benefit of any party other than Richmond, including arm's-length purchasers of the Richmond Property or any portion thereof. Richmond may, at its option, utilize any portion of its credit at any time, but shall not be required to utilize any portion of its credit for any particular connection. To the extent the recommended upgrades to the South Valley Pumping Station in the Hazen and Sawyer Report are completed for an amount less than the Mitigation Payment, the full amount of the excess portion of the Mitigation Payments shall be refunded by the Town to Richmond.

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

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

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

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

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

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

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

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

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

[END OF TEXT. SIGNATURES FOLLOW.]

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

RICHMOND:

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

By: _____
Name: Philip Pastan
Title: Manager

TOWN:

Board of Selectmen, acting as the Nantucket
Sewer Commission

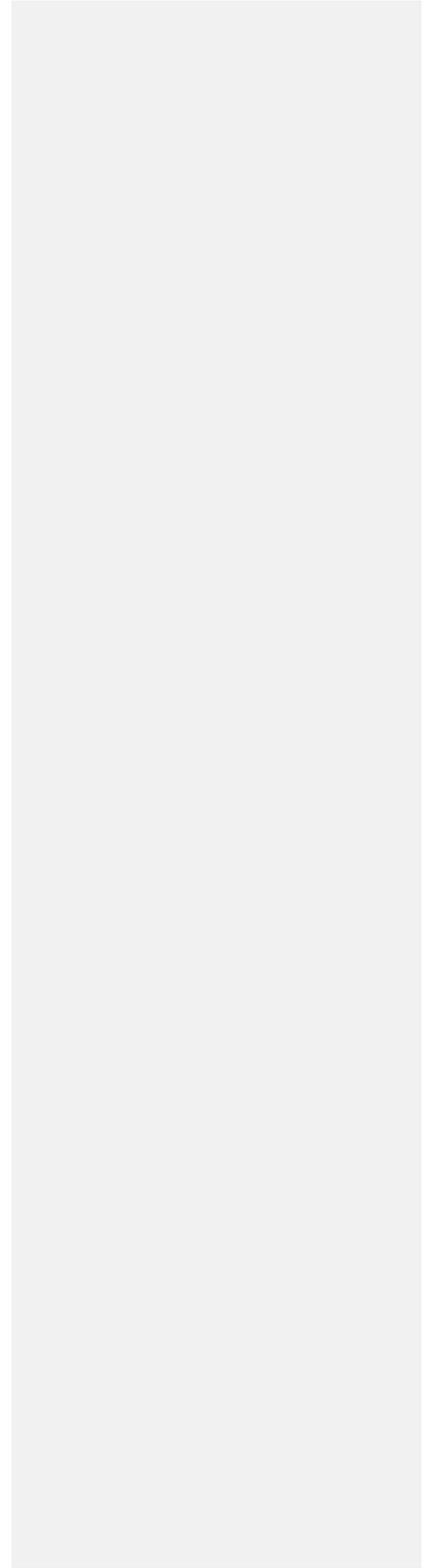
By: _____
Name: James Kelly
Title: Chairman

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

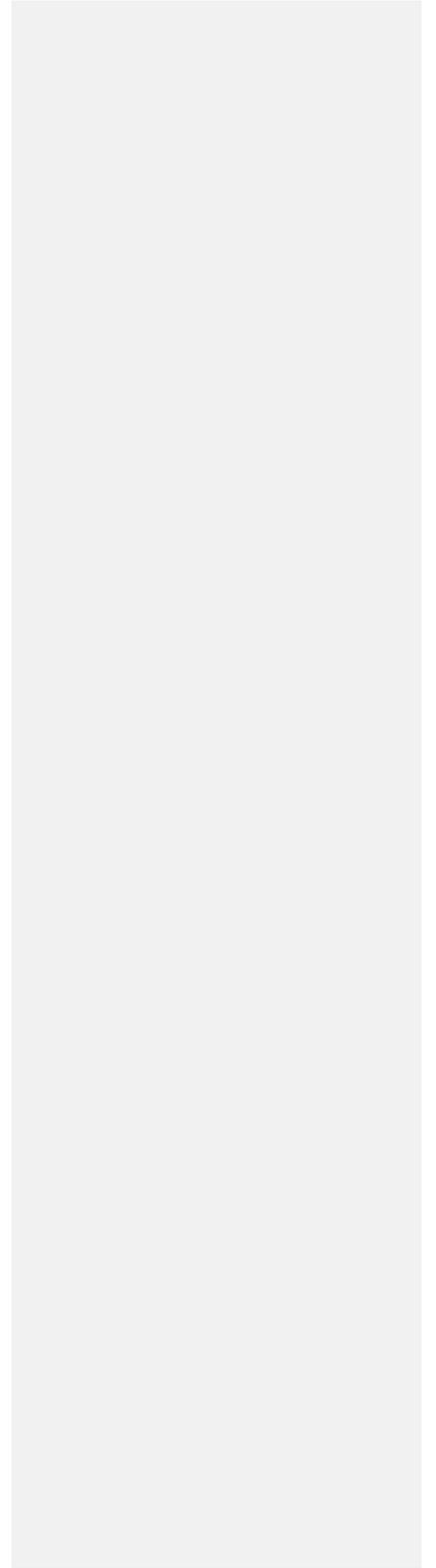
By: _____
Name: Rick Atherton
Title: Selectman

By: _____
Name: Bob DeCosta
Title: Selectman

By: _____
Name: Matt Fee
Title: Selectman



SCHEDULE I – Richmond Property



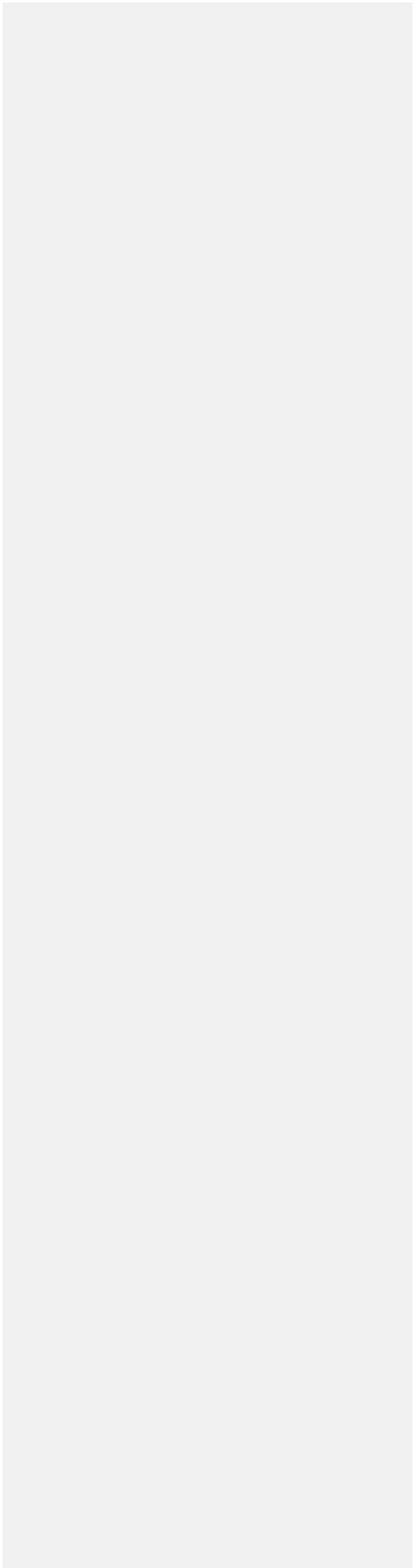
RICHMOND PROPERTY

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

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

**Explanatory Note: The registered (record) fee-title owner of 4 Lovers Lane is the Auction House Nominee Trust , u/d/t dated 2/26/205, of which , Richmond Great Point Development LLC holds one hundred (100%) percent of the beneficial interest.

EXHIBIT A – Town of Nantucket Sanitary Sewer Policy



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

Preamble

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

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

Revised Policy

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

Comprehensive Wastewater Management Plan

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

Specific Policies Pertaining to Existing Sanitary Sewers

Existing Private Sanitary Sewers

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

Existing Public Sanitary Sewers

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

Specific Policies Pertaining to New Sanitary Sewer Improvements

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

Policy Applicable to Service Connections

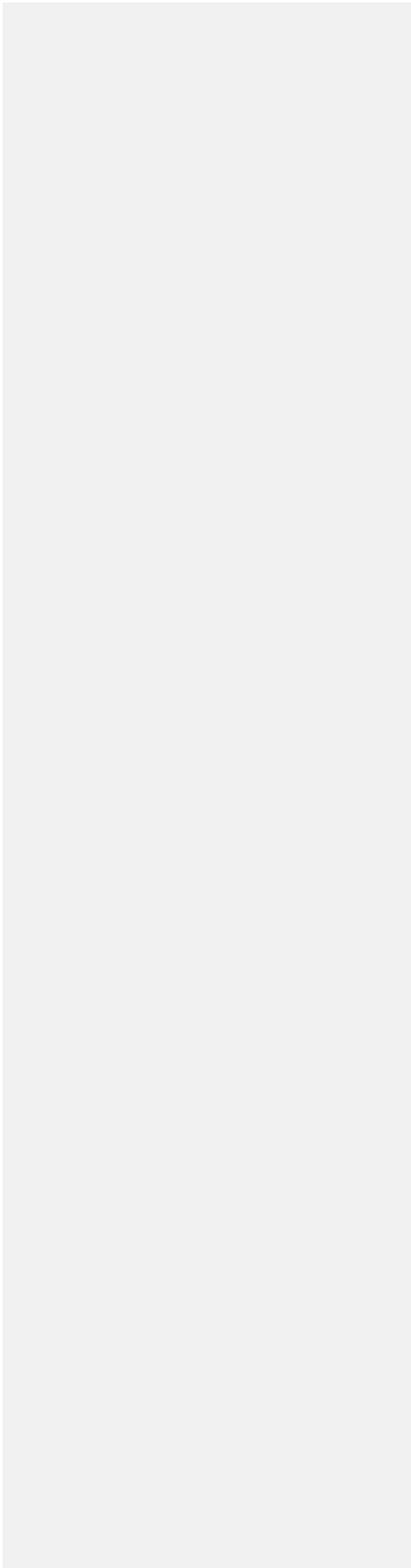
It is the policy of the Town that all private service connections shall be made within the "Limits of Adjacency" of the public sewer system. The only alternative to lengthy individual service connections extending from an existing public sewer shall be a public sewer construction in accordance with the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

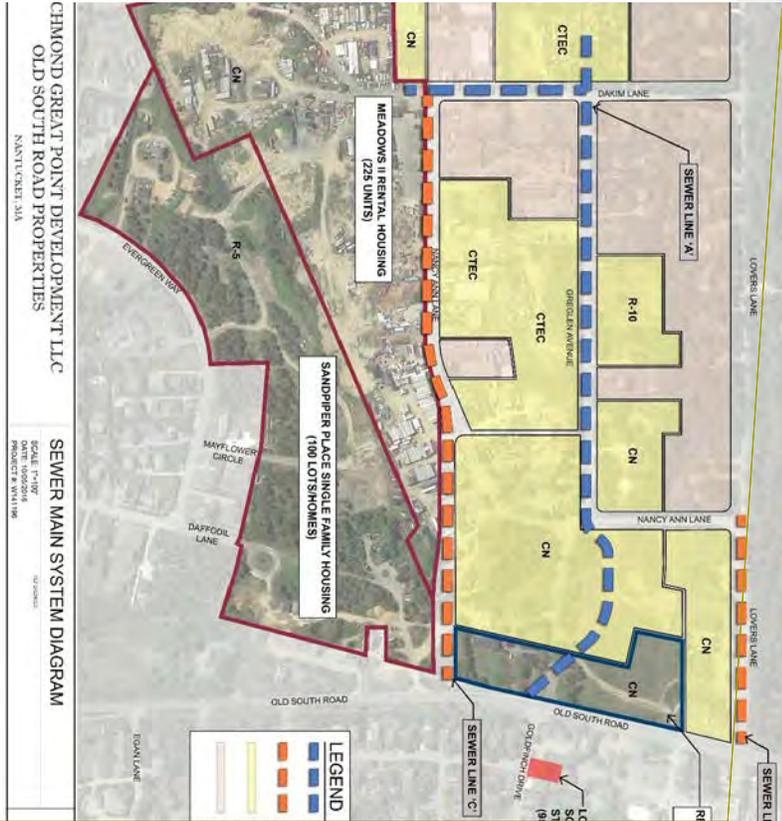
Extraordinary Circumstances

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

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

EXHIBIT B – Richmond System

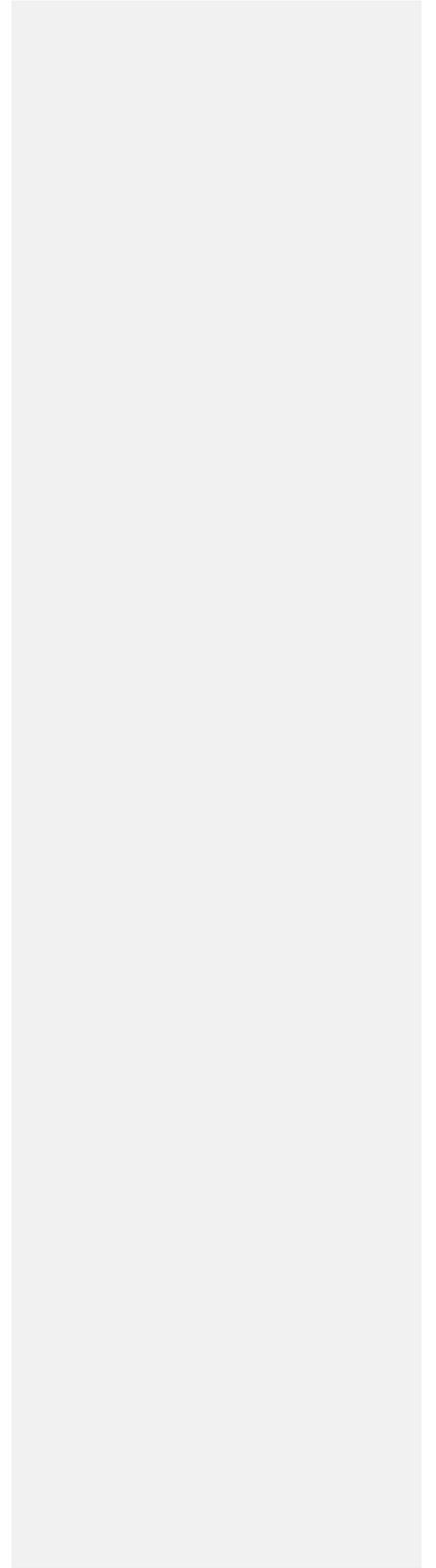




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EXHIBIT C – Town & County of Nantucket Board of Selectmen
Policy for Sewer Fee Waiver Requests





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

I. Policy.

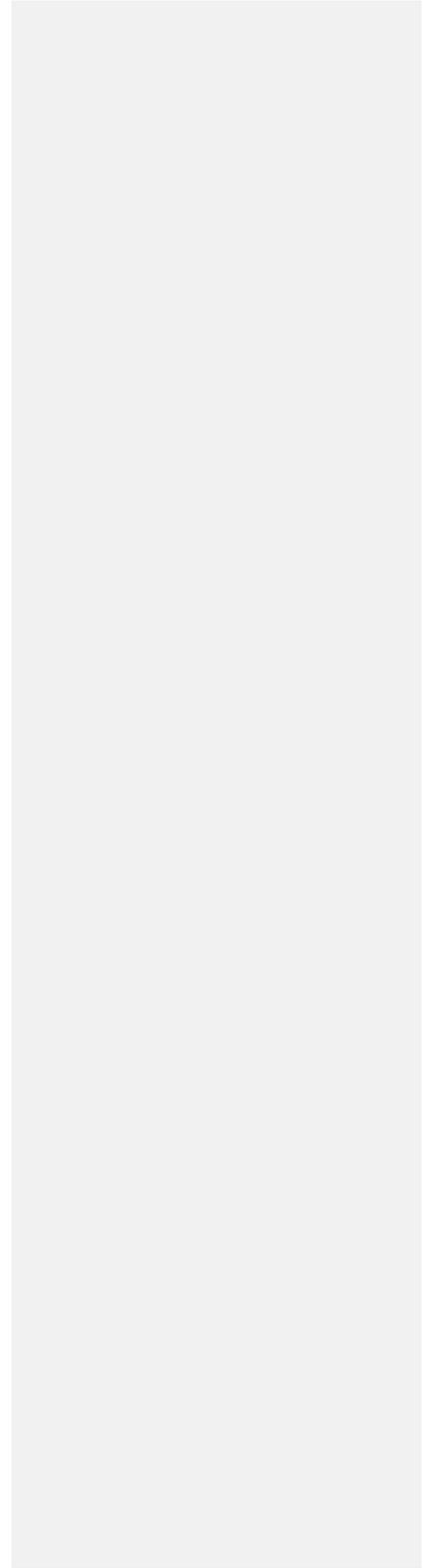
The Board of Selectmen, acting as the Nantucket Sewer Commission pursuant to Chapter 396 of the Acts of 2008, and in accordance with Chapter 38, Article III, section 38-3B of the Code of the Town of Nantucket, has the authority to waive any town fee or charge, upon a determination that the public interest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

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

II. Sewer Connection and Sewer Privilege Fee Waivers.

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

[EXHIBIT D – HAZEN AND SAWYER REPORT](#)



TECHNICAL MEMORANDUM

HAZEN AND SAWYER
Environmental Engineers & Scientists

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

Copies:
Frank Ayotte

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

From:
D. Mahoney and B. Pierstorff, PE

Date:
April 2, 2015

Subject:
South Valley Pumping Station Evaluation

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

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



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

**SOUTH VALLEY PUMPING STATION
TECHNICAL MEMORANDUM**



1. Existing South Valley PS Facilities

1.1 Mechanical Equipment

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

Table 1: Existing Pump Data for South Valley Pumping Station

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

Notes: (1) Information taken from pump nameplates
(2) Information obtained from pump manufacturer

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

**SOUTH VALLEY PUMPING STATION
TECHNICAL MEMORANDUM**

HAZEN AND SAWYER
Environmental Engineers & Scientists

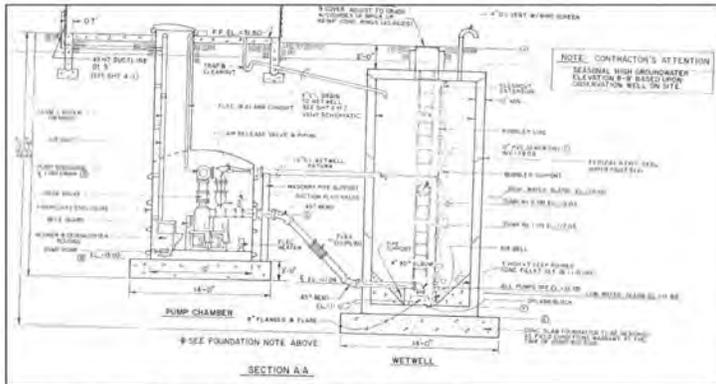


Figure 2: Section view of South Valley Pumping Station from As Built Plans.

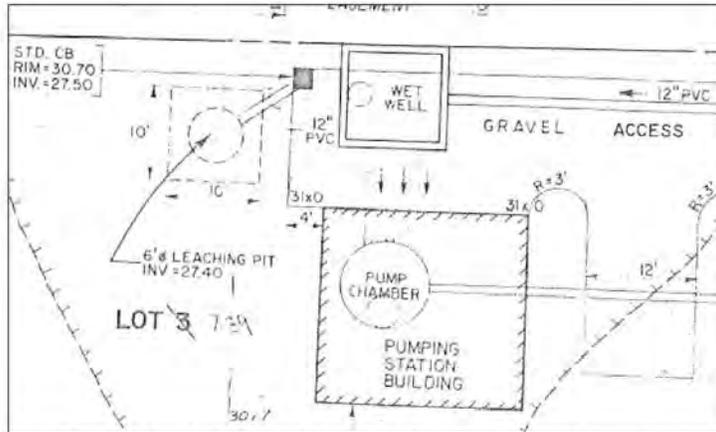


Figure 3: Plan view of South Valley Pumping Station site layout illustrating connections between the wet well and dry well.

**SOUTH VALLEY PUMPING STATION
TECHNICAL MEMORANDUM**

HAZEN AND SAWYER
Environmental Engineers & Scientists

1.2 System Hydraulics

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



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

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

Table 2: Existing pump station capacity.

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

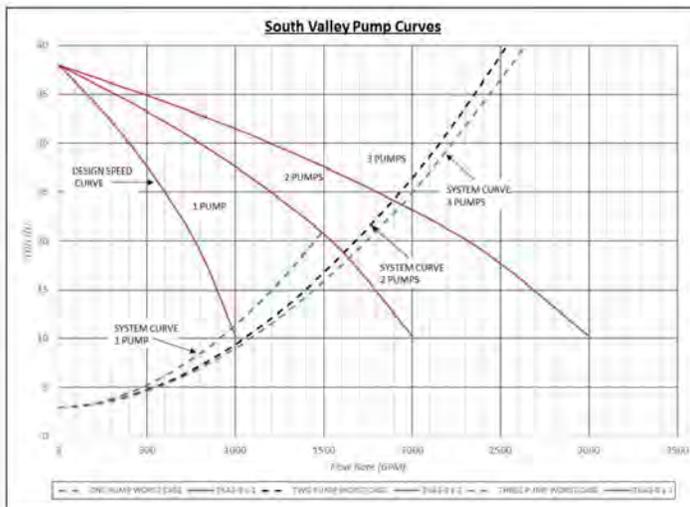


Figure 5: System head curves and manufacturer pump curves for the South Valley Pump Station.

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

1.3 Pumping Station Controls

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

**SOUTH VALLEY PUMPING STATION
TECHNICAL MEMORANDUM**



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

Table 3: Pump Operating Levels

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

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

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

1.4 Ancillary Equipment

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

1.5 Standby Power

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

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



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



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

1.6 Past Operational Issues

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

**SOUTH VALLEY PUMPING STATION
TECHNICAL MEMORANDUM**



2. Service Area

2.1 Existing Service Area

As noted above, the station was originally constructed in 1988 by the Valentin Realty Trust to a new housing development and was ultimately turned over to the Town to operate. The station was designed to serve the housing development, as well as to accommodate flows from the Airport Pumping Station, which discharges to MH # 5-73-16 on Old South Road. The forcemain from the Airport PS is also connected to the South Valley PS via a valved connection at the intersection of Old South Road and Goldfinch Drive. The interconnection valve is currently closed which is the normal operating scenario. In the normal operating configuration, all flows from the Airport PS enter the South Valley PS wetwell and are pumped to the 5-73-35 gravity sewer manhole. Monthly flows for the most recent 12-month period (March 2014 to February 2015) are summarized in Table 4.

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

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

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

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

2.2 Proposed Development within Service Area

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

**SOUTH VALLEY PUMPING STATION
TECHNICAL MEMORANDUM**



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

2.3 Total Flows with New Development

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

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

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

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

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

3. Proposed Pumping Station Improvements

3.1 Station Reliability

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

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

3.2 Mechanical/Electrical/Instrumentation Improvements

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

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

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

**SOUTH VALLEY PUMPING STATION
TECHNICAL MEMORANDUM**

HAZEN AND SAWYER
Environmental Engineers & Scientists

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

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

4. Conclusions / Recommendations

4.1 Conclusions

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

**SOUTH VALLEY PUMPING STATION
TECHNICAL MEMORANDUM**

HAZEN AND SAWYER
Environmental Engineers & Scientists

APPENDIX A



HAYES PUMP, INC.

July 31, 2014

Mr. David C. Gray, Sr.

Chief Operator

Surfside Wastewater Treatment Facility

Nantucket, MA 02554

Dear Mr. Gray:

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

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

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

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

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

Sincerely,

Richard F. Kramer

Municipal Sales Engineer

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

66 Old Powder Mill Road, West Concord, MA 01742



www.hayespump.com

Telephone: (978) 369-8800 Fax: (978) 369-8461

GORMAN-RUPP

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

PROPOSAL/CONTRACT

Purchaser: _____

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

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

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

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

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

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

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

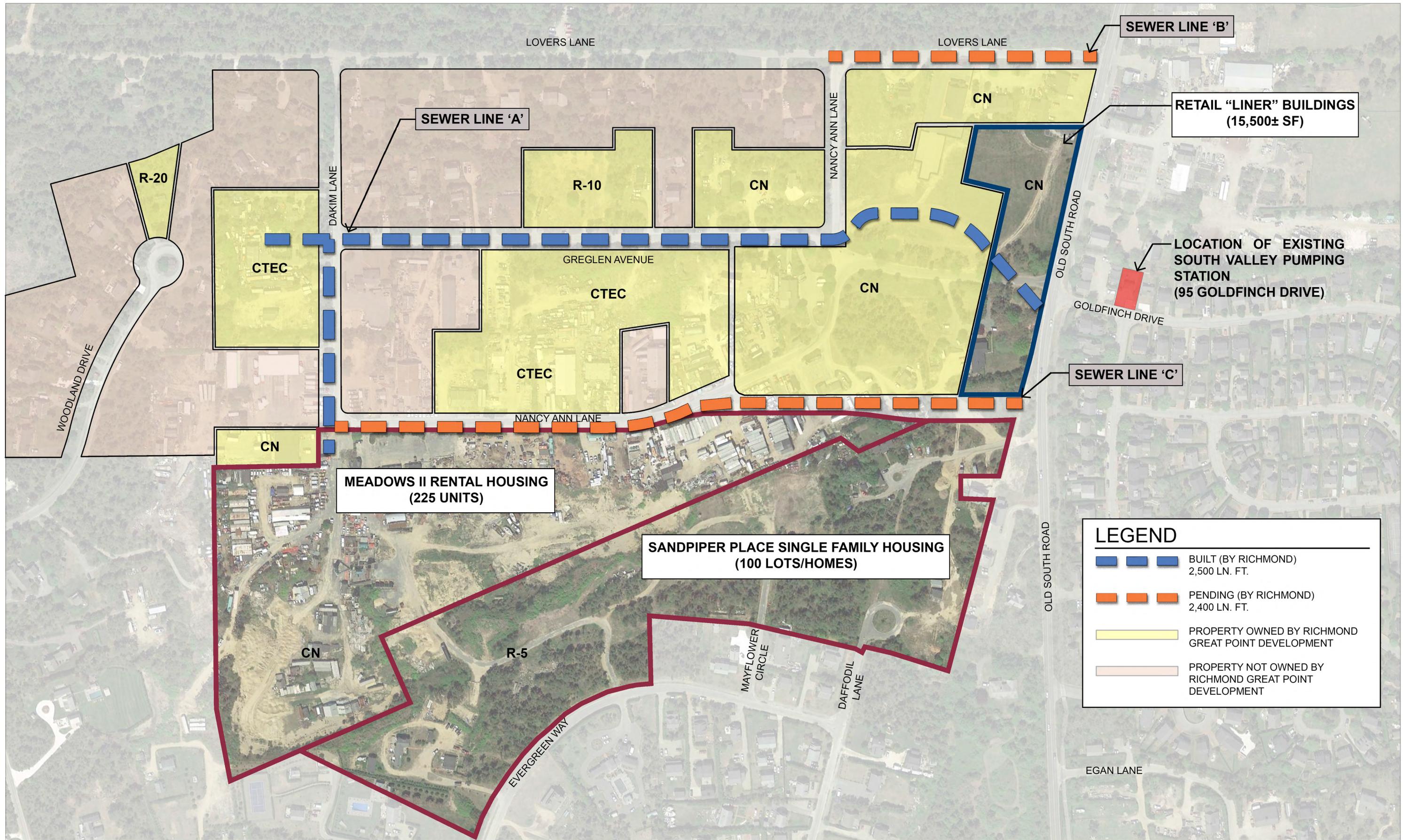
TOTAL NET PRICE DELIVERED.....\$ 62,700.00.

REMARKS:

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

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

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



RICHMOND GREAT POINT DEVELOPMENT LLC
 OLD SOUTH ROAD PROPERTIES

NANTUCKET, MA

SEWER MAIN SYSTEM DIAGRAM

SCALE: 1"=100'
 DATE: 10/05/2016
 PROJECT #: W141196

REFERENCES:



Outline #1 for 2017 Annual Town Meeting Warrant

For 10/05/16 BOS review (as of 10/02/16)

NOTE: Numbering & Order is NOT FINAL

Annual Articles

1. Receipt of Reports
2. Appropriation: Unpaid Bills
3. Appropriation: Prior Year Articles
4. Revolving Accounts: Annual Authorization
5. Appropriation: Reserve Fund
6. FY 2017 General Fund Budget Transfers
7. Personnel Compensation Plans for FY 2018
8. Appropriation: FY 2018 General Fund Operating Budget
9. Appropriation: Health & Human Services
10. Appropriation: General Fund Capital Expenditures
11. Appropriation: FY 2018 Enterprise Funds Operations
12. Appropriation: Enterprise Funds Capital Expenditures
13. FY 2017 Enterprise Funds Budget Transfers
14. Appropriation: Waterways Improvement Fund
15. Appropriation: Ferry Embarkation Fee (re-dedicate to Fast Ferry Connector?)
16. Appropriation: Ambulance Reserve Fund
17. Appropriation: County Assessment
18. Appropriation: Finalizing FY 2018 County Budget
19. Rescind Unused Borrowing Authority (*may not be needed*)
20. Appropriation: OPEB Trust Fund
21. Appropriation: Free Cash
22. Appropriation: Stabilization Fund

Other Selectmen Sponsored Articles

NOTE: most of these were reviewed/discussed by BOS or Town Administration since the 2016 ATM

OTHER APPROPRIATION or FINANCE RELATED

1. Possible establishment of additional revolving fund(s) for beach concession maintenance (needs work/evaluation)
2. Affordable Housing Trust appropriation (?) (Separate from Article 10?)

ZONING BYLAW & GENERAL AMENDMENTS

Zoning

See attached list from Planning Dir

Also:

1. Minimizing impact of hard surfaces on storm water run-off for larger residential structures?

General Bylaw

See attached list from Planning Dir

Also:

1. Regulation of “home sharing services” (needs work)
2. Possible removal/amendment to outdated/obsolete bylaws (needs work)
3. Sewer District amendments (possible amendments re Madaket/Warren’s Landing/Somerset & Nantucket Harbor Shimmo/Plus – following design progress)
4. Separate Local Licensing Authority (came up in May following a review of 2016 ATM) (would need work)
5. Drone regulation?

HOME RULE PETITIONS

Resubmittal of Pending HRP’s from 2016 ATM (these have not been acted upon by the Legislature as of now)

1. HRP Community Preservation Committee (6th Town Meeting)
2. HRP Increase Residential Property Exemption -- RESCIND
3. HRP Charter Amendment re Publication of Town Meeting Warrants (2nd Town Meeting)
4. HRP Merger of WWCos and Sconset Water Cos (2nd Town Meeting)
5. HRP Real Estate Transfer Fee for Housing (2nd Town Meeting)
6. HRP Retired Police to Serve as Special Police (2nd Town Meeting)
7. HRP Land Bank Act Amendment re Affordable Housing Restriction (2nd Town Meeting)

New

1. Expansion of Room Occupancy Tax to Seasonal Vacation Rentals - ? (revenue to be dedicated to specific purpose – sewer improvements?) *NOTE: Previous articles were defeated at the 2010 & 2011 ATMs; if we are going to resubmit it, we need to work on an outreach and education plan; also talk with other towns – who to head this up?*
2. Amend Housing Needs Covenant language (Planning)

MGL ACCEPTANCES

1. Acceptance of MGL to set speed limits at 25 MPH in certain areas (Municipal Modernization Act)

REAL ESTATE RELATED

See attached list from Planning Dir

Also:

1. “Clean up” of old railroad ROW at Fire Station property
2. Any approvals necessary for 4 Corners Intersection improvements (?)
3. Easement to NGrid for School underground electric distribution system for new Intermediate School (did a License pending Town Meeting approval)

OTHER

BALLOT QUESTIONS

1. OIH

CITIZEN ARTICLES

2017 ATM Potential Warrant Articles

from PLUS

Rezoning:

- RC-2 to CTEC : Teasdale Circle
- RC-2 to R-5 : Nobadeer Meeting House
- RC-2 to ? : Misc. multifamily on Nobadeer Farm Road
- RC-2 to R-5: Yawkey Way
- RC-2 to ? : GHYC Swim Club, Small Friends, New School, and Strong Wings
- RC-2 to R-5 : Nobska Way
- RC to CN: Nantucket Inn
- R-10 to CN: Hospital parcels
- RC to ? : phase out where possible
 - Williams Lane
 - Wharf area
 - Washington Street
 - Orange Street
- CDT extension at corner of Sea Street and S Beach
- Misc Open Space rezonings

9/30/16 - Town Admin list to follow

Zoning Bylaw Amendments:

- 139-2:
 - modify pool definition to clarify pool v. hot tub/spa
 - modify definition of structure to allow for underground propane tanks in the setback
 - clarify breezeway and unenclosed porch
 - modify street definition. Remove 1992 date.
 - add definition of school and church
- 139-3: remove reference to LC district
- 139-5(E) and (F): modify determination of boundaries for when a property is split by 2 districts
- 139-8: clarify that dwellings on secondary lots must or must not maintain the relationship of a primary and secondary dwelling. Also, clarify if the tertiary dwelling allowed on one of the lots must meet tertiary dwelling requirements even if it is technically the second dwelling – see previous clarification about primary and secondary dwellings.
- 139-12(G): MIPOD adjustments
- 139-13: Moorlands Management District
- 139-16: increase frontage in the RC and RC-2 district to 50 feet
- 139-23 and 139-4: expand Harbor Overlay District boundary
- 139-25: remove unnecessary language
- 139-26: remove unnecessary building code language
- 139-32: remove unnecessary administrative language

General Bylaw Amendments:

- 101: Noise
- 124: Signs, Satellite Dishes, and Rooflines
- Business Improvement District for Harbor Place and Richmond/OSR Corridor

Home Rule Petitions:

- Home rule petition to amend the Nantucket Housing Needs Covenant language to allow the provisions of Article 55 from 2016 ATM
- Real Estate
 - Paper Road Acquisition and Disposition
 - Scott's Way
 - Others to be determined
- Madequecham land transfers to Land Bank
- Acquisition of Madequecham parcel
- Acquisition of additional property for OIH

Municipal Modernization Bill – articles to be determined.



To the Constables of the Town of Nantucket:

GREETING:

In the name of the Commonwealth of Massachusetts, you are hereby directed to notify and warn the inhabitants of the Town of Nantucket qualified to vote in Town affairs to go to the Nantucket High School at 10 Surfside Road in said Nantucket, on

***TUESDAY, THE SIXTH DAY OF DECEMBER, 2016
BETWEEN THE HOURS OF 7:00 AM and 8:00 PM***

for the following purpose:

To cast their votes as “YES” or “NO” on the following ballot questions:

QUESTION 1

Shall the Town of Nantucket be allowed to exempt from the provisions of Proposition Two and One-half, so-called, the amounts required to pay for the bond issued in order to pay costs of professional services for design, permitting, engineering, construction supervision, and other related professional services, for the construction, installation and equipping of the extension of municipal sewer lines and associated infrastructure from the Surfside Wastewater Treatment Facility to the areas established in the Comprehensive Wastewater Management Plan Update adopted June 3, 2015 and described as “the Madaket, Warren’s Landing, and Somerset Needs Areas” including all payment of all costs incidental and related thereto, and acquisition of any interests in land as may be necessary or appropriate?

_____ YES

_____ NO

QUESTION 2

Shall the Town of Nantucket be allowed to exempt from the provisions of Proposition Two and One-half, so-called, the amounts required to pay for the bond issued for the supplemental appropriation approved at the 2016 Annual Town Meeting under Article 15 to pay costs of professional services for design, permitting, architecture, construction supervision, and other related professional services, for the construction, installation and equipping of new, and/or additions to existing, school buildings, and the payment of all other costs incidental and related thereto?

_____ YES

_____ NO

QUESTION 3

Shall the Town of Nantucket be allowed to exempt from the provisions of Proposition Two and One-half, so-called, the amounts required to pay for the bond issued in order to pay costs of professional services for design, permitting, engineering, construction supervision, and other related professional services, for the construction, installation and equipping of a lined landfill cell at the Nantucket Landfill including all payment of all costs incidental and related thereto, and acquisition of any interests in land as may be necessary or appropriate?

_____ YES

_____ NO

Hereof fail not and make due return of this Warrant with your doings thereon to the Town Clerk at the time and place of meeting and election aforesaid.

Given under our hands this 12th day of October in the year Two Thousand Sixteen.

James R. Kelly, Chairman

Dawn E. Hill Holdgate, Vice Chairman

Rick Atherton

Robert DeCosta

Matthew G. Fee

SELECTMEN OF NANTUCKET, MA

Pursuant to Chapter 39, section 10 of the General Laws of the Commonwealth and the Warrant of October 19, 2016 I have notified and warned the inhabitants of the Town of Nantucket qualified to vote in Town affairs to appear at the times and place and for the purposes within mentioned by posting said notification on _____ at the Stop & Shop on Pleasant Street, the Town and County Building at 16 Broad Street; and upon the Bulletin Boards at the corner of Main and Federal Streets, and Siasconset Square.

Sworn to under pains and penalties of perjury,

Catherine Flanagan Stover, Constable