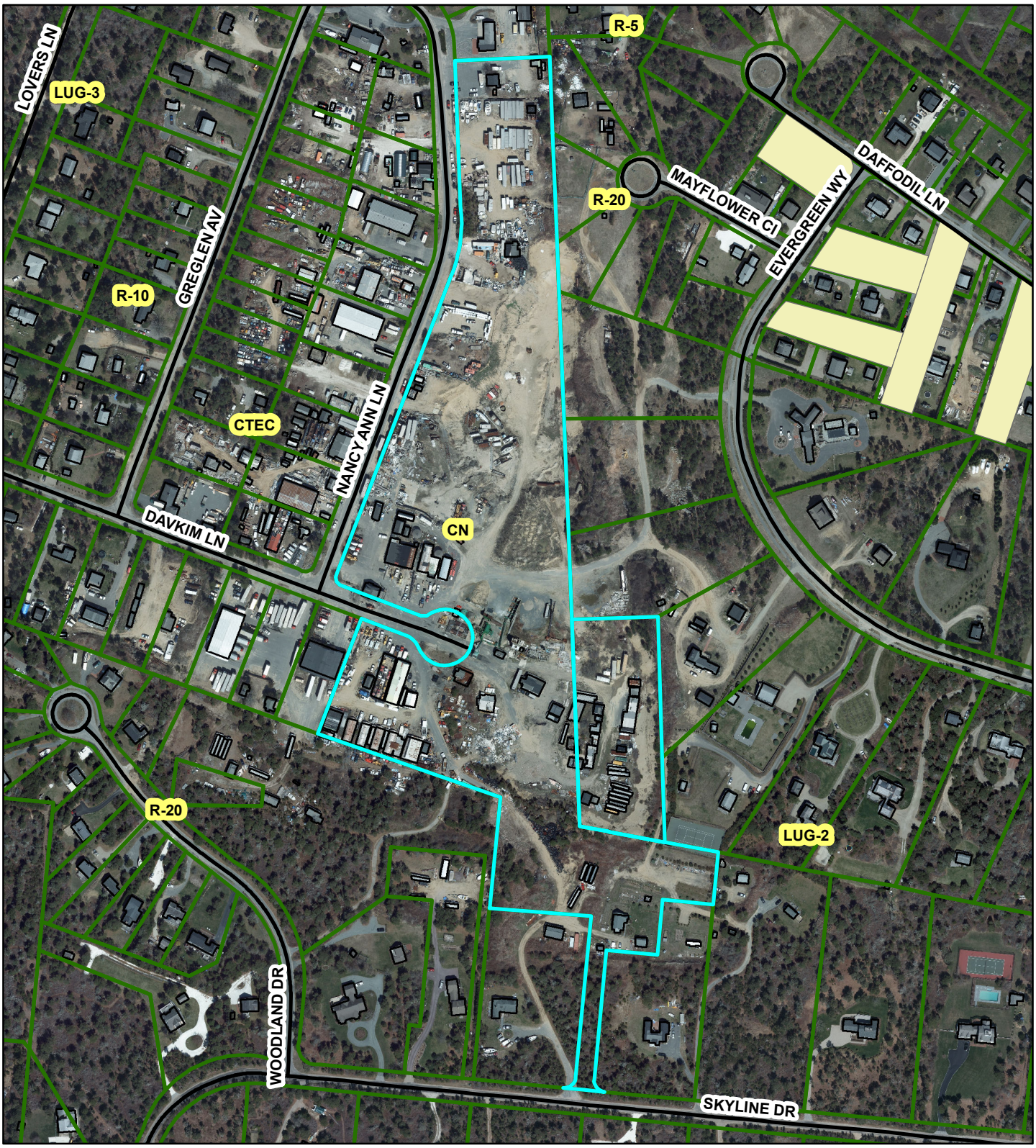
#40-16 Richmond Great Point Development, LLC
Meadows II Rental Apartment Development Project
20 & 20R Davkim Lane
Map 68 Parcels 56.1 & 57



Town Clerk
Town & County Building
16 Broad St
Nantucket, MA 02554

JUN 15 2016

Nantucket Planning Board

RECEIVED
JUN 15 2016
By

Application for a Special Permit

Date: _____ June 13, 2016 _____ File #:_____

Name of development: _____ "Meadows II" Rental Apartment Development Project _____

Owner(s) name(s): _____ Richmond Great Point Development LLC (Philip Pastan) _____

Mailing address: _____ 23 Concord Street, Wilmington MA 01887 _____
Phone number: ___ 978-988-3900 _____ Fax number:____ 978-988-3950 _____

E-mail: ___ ppastan@richmondco.com _____

Applicant's name: __ The Richmond Company, Inc. (David Armanetti and Patty Roggeveen) ___
Mailing address: _____ 23 Concord Street, Wilmington MA 01887 _____
Phone number: ___ 978-988-3900 _____ Fax number:____ 978-988-3950 _____
E-mail: ___ darmanetti@richmondco.com; proggeveen@richmondco.com _____

Engineer / surveyor's name: _____ Green Seal Environmental, Inc. (Heather Twiss) _____

Mailing address: _____ 114 State Road, Sagamore Beach MA 02562 _____ Phone number:
__ 508-888-6034 __Fax number:__ 508-888-1506 __E-mail:___ htwiss@gseenv.com ___

Location of lot(s):

Street address _____ 20 and 20 (R) Davkim Lane _____

Tax Assessors Map _____ Parcel ___ See Attachment "A" for Detail of Multiple Parcels

Nantucket Registry of Deed: See Attachment "B" for Detail of Multiple Parcels
Plan Book Page **OR**

Plan File #_____ **OR** Land Court Plan #_____ at Certificate # _____

Size of parcel: __ 631,620 SF (14.50 Acres) __ sq. ft. Zoning District: _Commercial Neighborhood (CN) _

Special Permit sought: (check one)

- ❍ Cluster subdivision
- ❍ Commercial WECS
- ❍ Driveway Access/Curb Cut Special Permit
- ❍ Harbor Overlay District (HOD)
- ❍ Major Commercial Development (MCD)

- ❍ Multi-family Special Permit
- ❍ Moorlands Management District Subdivision or Construction (MMD)
- ❍ NEHOD (Neighborhood Employee Housing Overlay District)
- ❍ MRD (Major Residential Development)
- ❍ MIPOD (Mid-Island Planned Overlay District)
- ❍ Other Uses Requiring a Special Permit (specify all uses and *Nantucket Code* sections)

Section	Description

Specify all associated Zoning Code relief sought:

Section	Description
None	

Only the zoning relief expressly requested above will be considered as part of this application.

If applying for a Major Commercial Development, specify how the application will comply with Section 139-11 (J) of the *Zoning Code of the Town of Nantucket*, also known as the Town's Affordable Housing Effort:
Not Applicable (Application is not a Major Commercial Development Project)

Planning Board filing fee due: $_____

Engineering Inspection Escrow Deposit due: $_____

I/ we hereby certify that the applicant(s) cited above have been authorized by me/ us to file a Special Permit application with the Planning Board on property that I/ we own.

_____

_____

Owner(s)' Signature(s) Philip Pastan, as Manager of Richmond Great Point Development LLC

_____

Applicant's Signature

6/13/16

I/we _____, the undersigned, hereby authorize _____ to act as agent(s) on my/our behalf and to make any necessary revisions on this filed application as they may be requested by the Board to meet its governing rules and guidelines.

_____

_____

Owner(s)' signature(s)

Check List:

- ❑ Planning Board Special Permit abutters list – to be obtained at the Tax Assessor's office
- ❑ Completed application form entitled "Application to the Planning Board for a Special Permit"
- ❑ Application fee of $250.00 payable to Town of Nantucket
- ❑ Abutters fee of $6.11 per abutters payable to Pitney Bowes Reserved Funds
- ❑ Four (4) sets of mailing labels with each abutter's name and address
  - 1" x 2 5/8" size, typed labels, are preferred
  - duplicate labels are not necessary if the same owner is listed for more than one abutting property
- ❑ Completed application form
- ❑ Town Clerk's stamped application (provide 2 copies-one for Town Clerk and one for Planning Board)

"Attachment A" to
Special Permit Application

"Meadows II" Rental Apartments Development
20 and 20 (R) Davkim Lane, Town of Nantucket MA

ADDITIONAL SPACE NEEDED TO PROVIDE DETAILED INFORMATION FOR MULTIPLE PARCELS

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20 Davkim Lane (Entirety of 12.5 Acre Total)

Tax Assessors Map Information: Map # 68, Parcel # 57

Registry / Plan Information; Lot # 184 on Land Court Plan # 16514-Z)
(Land Court Certificate # 24872)

20 (R) Davkim Lane (Entirety of 2.00 Acre Total)

Tax Assessors Map Information: Map # 68, Parcel # 56.1

Registry / Plan Information; Lot # 206 on Land Court Plan # 16514-7)
(Land Court Certificate # 24872)

"Attachment B" to
Special Permit Application

"Meadows II" Rental Apartments Development
20 and 20 (R) Davkim Lane, Town of Nantucket MA

The title to the land included in the above-referenced application is derived as follows:

As to the Owner of One Hundred Percent (100%) of the 20 Davkim Lane Property

RICHMOND GREAT POINT DEVELOPMENT LLC

"*Deed*" dated August 7, 2013, recorded at the Nantucket County Registry of Deeds, in Book # 01397, Page # 312, recorded on August 8, 2013 (referred to as "Recorded Land – Parcel Thirty-Two" on Page 7 of the "*Deed*").

As to the Owner of One Hundred Percent (100%) of the 20 (R) Davkim Lane Property

RICHMOND GREAT POINT DEVELOPMENT LLC

"*Deed*" dated August 7, 2013, recorded at the Nantucket County Registry of Deeds, in Book # 01397, Page # 312, recorded on August 8, 2013 (referred to as "Recorded Land – Parcel Forty-Two" on Page 9 of the "*Deed*").

THE RICHMOND COMPANY, INC.

The Richmond Company, Inc.
23 Concord Street
Wilmington, Massachusetts 01887
(979) 988-3900

June 10, 2016

TOWN OF NANTUCKET
PLANNING BOARD
2 Fairgrounds Road
Nantucket, Massachusetts 02554

Attention: Leslie Woodson Snell, AICP, LEED AP, Deputy Director of Planning

Subject: Submittal of Application for Special Permit (Workforce Rental Community)
Richmond Great Point Development LLC (Owner / Developer)
"Meadows II" Multi-Family Workforce Rental Community Development
20 Davkim Lane and 20 (R) Davkim Lane

Dear Ms. Snell:

The purpose of this correspondence, issued in our capacity as the applicant and development manager, on behalf of the owner of the subject properties (Richmond Great Point Development LLC) is to submit the completed application form, plans, drainage reports, and related materials which are required to petition the Town of Nantucket Planning Board to consider the above-captioned proposal which requires the issuance of a special permit to allow for the development of the "workforce rental community" project which is proposed to be located on a combination of two (2) contiguous properties comprising +/- 14.5 acres of land located at 20 Davkim Lane and 20(R) Davkim Lane (this land comprises the existing asphalt plant / gravel pit" and storage yard components of the former Glowacki property).

The proposed project is comprised of the land area that was specifically re-zoned for this purpose, to the Commercial Neighborhood (CN) zoning district and to qualify as a "workforce rental community" by the approval of Article 1 and Article 2 at the Nantucket Special Town Meeting of November 9, 2015, the provisions of which have been codified as Section 139-8(D) (Residential Development Options) of the Town of Nantucket Zoning Bylaw.

The proposed project is also expressly consistent with and complies with the terms and provisions of the "*2015 Richmond Great Point Development, LLC / Town of Nantucket Memorandum of Agreement*" dated November 9, 2015, which memorializes the specific terms under which a workforce homeownership housing community could be developed on the above-captioned properties (the "MOA").

As reflected on the attached site plan, the development program includes a total of 225 apartment units in a series of approximately forty (40) low density, two story, residential structures, designed in a "campus" style layout with interconnected walkways and bike paths and generous off street parking, well in excess of the off street parking required under Section 139-18(B) of the Town of Nantucket Zoning Bylaw, which is equal to requiring one (1) off street parking space per bedroom.

The proposed project will be served by a range of new infrastructure improvements (including water, sewer, drainage, street lighting, landscaping, etc.).

The proposed project will offer a mix / range of studio, one bedroom, two bedroom, and three bedroom units. The mix of units that are proposed to be created, are as follows (this unit mix is preliminary and is subject to change, based on further market research by the owner / developer or a change in conditions prior to the issuance of final approval for the proposed project.

"Meadows II" Workforce Rental Community Project
Summary of Preliminary Proposed Unit Mix

Unit Types	Number of Units (Per Type)	Percentage of All Units (Per Type)
Studio (S) Units	22	10 %
One (1) Bedroom Units	87	39 %
Two (2) Bedroom Units	94	42 %
Three (3) Bedroom Units	22	10 %
Subtotal	**225 Units**	**100 %**

Based on the preliminary unit mix described above, the proposed project will have a total of three hundred and sixty-three (363) individual bedrooms, which is equal to a bedroom per unit ratio of 1.61 bedrooms per unit.

Twenty-five percent of all of the proposed units, equal to fifty-six (56) units will be rented to tenants who qualify under the household income and related eligibility criteria set forth in the MOA (including the local preference and lottery provisions described therein).

This will include the rental of all of the affordable units to tenants whose household incomes are equal to or less than eighty percent (80%) of the Area Median Income (AMI) established for Nantucket County by the US Department of Housing and Urban Development (HUD). In 2015, these (80% of AMI) annual income limits were equal to $71,800 in annual income for a three person household and $79,750 in annual income for a four person household. Based on these income limits and the formulas set by the Commonwealth of Massachusetts Department of Housing and Community Development and Mass Housing under how the maximum monthly rents for the affordable units are established, the maximum monthly rent for the (80% AMI) affordable apartment units will be +/- $1,270 per month for a studio unit, +/- $1,325 per month for a one bedroom unit, +/- $1,590 per month for a two bedroom units, and +/- $1,825 per month for a three bedroom unit (all of these monthly rents excludes utilities, which must be paid by the individual tenants, in addition to the monthly rent. By the time the proposed project is approved, these maximum income and monthly rent limits will likely be tied to the 2016 income data that is issued / updated by the federal and state government, so these limits will likely change (slightly).

Per the terms of the MOA, all of the affordable units will be dispersed uniformly throughout the project and the appearance and quality of finishes of the affordable units will be directly comparable to the market rate apartment units that are also being developed within the property.

Based on the foregoing and in accordance with the MOA, all of the fifty-six (56) affordable rental units in the proposed project will quality for placement on the Town of Nantucket's Subsidized Housing Inventory List (the "SHI List") which is administered by the Commonwealth of Massachusetts Department of Housing and Community Development and is the official data base that determines whether the Town has met the provision of the statutory minimum of ten percent (10%) of its overall year round housing stock being rented or sold as qualifying affordable units which determines whether the Town is subject to development from so called "Chapter 40B" housing projects. The affordable units to be provided in the proposed project, which will be maintained as affordable in perpetuity, will significantly increase the Town's inventory of affordable units in its attempts to meet this objective.

The proposed project is also subject to compliance with the applicable intensity and dimensional criteria set forth in Section 139-16 of the Town of Nantucket Zoning Bylaw (including but not limited to minimum lot size, frontage, yard setbacks, ground cover ratio, and (lot) regularity factor, as modified by the site flexibility standards that are set forth in Section 139(8)(D) of the Town of Nantucket Zoning Bylaw for workforce rental community, which the proposed project is qualified for,

Because it is subject to issuance of a workforce rental community special permit, as specified in Section 139-8(D)(1)(a)[3] of the Town of Nantucket Zoning Bylaw, the proposed subject is subject to major site plan review (MSPR) by the Planning Board (as set forth in Section 139-23, and specifically Section 139-23(B)(2) of the Town of Nantucket Zoning Bylaw).

We appreciate the opportunity to submit the application, plans, and supporting materials for this important development proposal for your review and for consideration by the Planning Board and we look forward to commencing with the public hearing and public review process.

If you have any immediate questions with respect to the proposed project or any of the submittal materials, please feel free to contact me at 978-988-3900, Extension # 12.

Very truly yours,

David J. Armanetti
Director of Real Estate Development
The Richmond Company, Inc.
On Behalf of Richmond Great Point Development LLC

Cc: Philip Pastan, TRC
Kathryn Fossa, TRC
Patricia Roggeveen, RGPDLLC
Shane Valero, RGPDLLC
Andrew Burek, Esq., RGPDLLC
Arthur Reade Jr., Esq., RGH
John Ogren, Hayes Engineering

THE RICHMOND COMPANY, INC.

The Richmond Company, Inc.
23 Concord Street
Wilmington, Massachusetts 01887
(979) 988-3900

June 13, 2016

TOWN OF NANTUCKET
TOWN CLERK
16 Broad Street
Nantucket, Massachusetts 02554

Attention: Catherine Flanagan Stover, MMC, CMMC

Subject: Submittal of Application for Special Permit (Workforce Rental Community)
Richmond Great Point Development LLC (Owner / Developer)
"Meadows II" Multi-Family Workforce Rental Community Development

Dear Mrs. Stover:

The purpose of this correspondence, issued in our capacity as the applicant and development manager, on behalf of the owner of the subject properties (Richmond Great Point Development LLC) is to document submittal of the completed application to petition the Town of Nantucket Planning Board to consider the above-captioned proposal which requires the issuance of a special permit to allow for the development of the "Meadows II" workforce rental community development, comprised of two hundred and twenty-five (225) rental apartment units on a combination of two (2) properties totaling +/- 17.2 acres of land located at 20 Davkim Lane and 20 (R) Davkim Lane.

The submittal of the application to your office is being completed as prescribed in Section 139-30(B)(1) of the Town of Nantucket Zoning Bylaw.

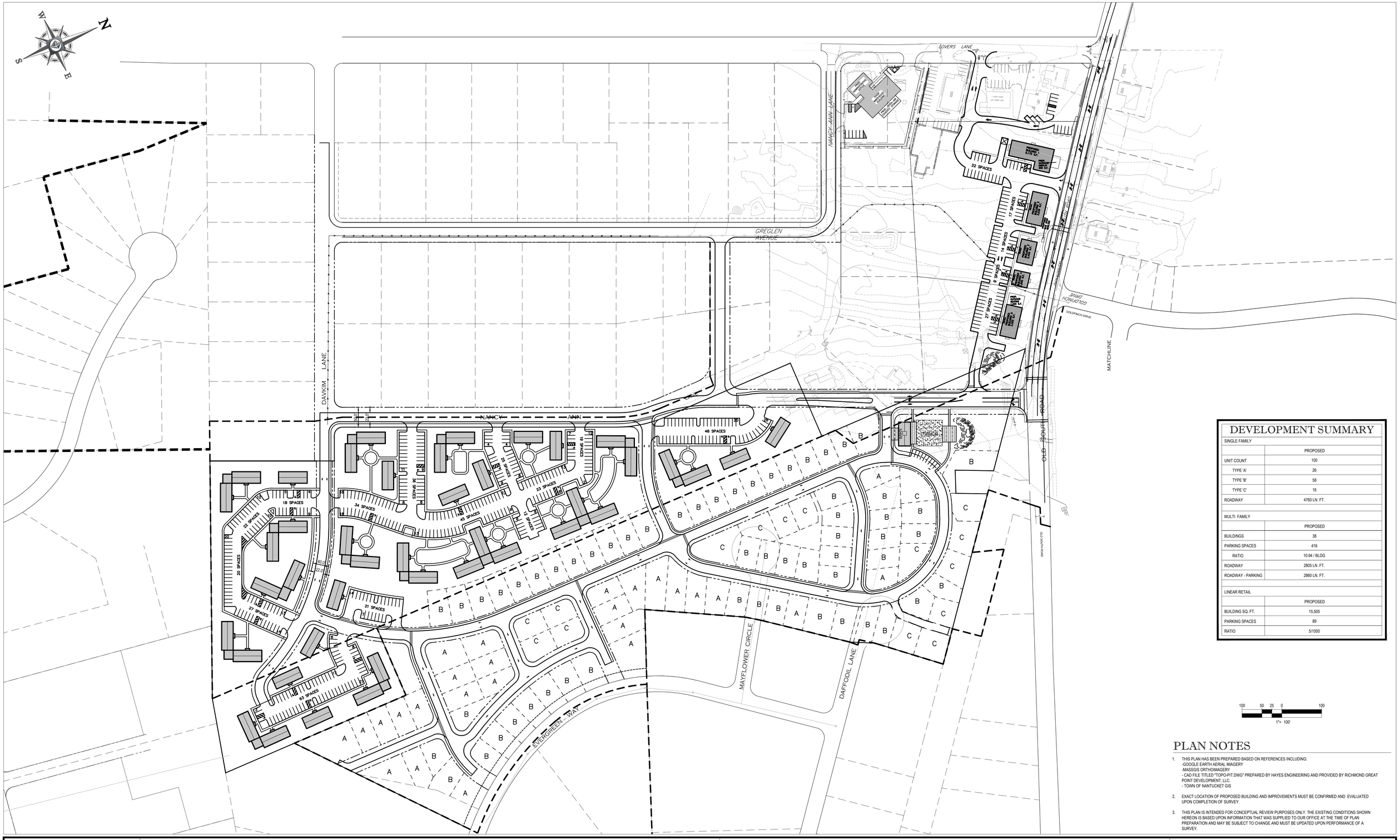
Upon your acknowledgment of receipt of the application (by way of time / date stamping the application), we will proceed to file a copy of the application (and all other required materials) forthwith to the Town of Nantucket Planning Board to obtain its review and subsequent action (as prescribed in Section 139-30(B)(2) of the Town of Nantucket Zoning Bylaw.

Should you have any questions with respect to the application and submittal, please feel free to contact me at 978-988-3900, Extension # 12.

Very truly yours,

David J. Armanetti
Director of Real Estate Development
The Richmond Company, Inc.
On Behalf of Richmond Great Point Development LLC

Cc: Andrew Burek, Esq., TRC
Arthur Reade, Jr., Esq., RGH



DEVELOPMENT SUMMARY

SINGLE FAMILY	
	PROPOSED
UNIT COUNT	100
TYPE 'A'	26
TYPE 'B'	58
TYPE 'C'	16
ROADWAY	4760 LN. FT.
MULTI FAMILY	
	PROPOSED
BUILDINGS	38
PARKING SPACES	416
RATIO	10.94 / BLDG
ROADWAY	2805 LN. FT.
ROADWAY - PARKING	2860 LN. FT.
LINEAR RETAIL	
	PROPOSED
BUILDING SQ. FT.	15,505
PARKING SPACES	89
RATIO	5/1000

100 50 25 0 100

1"= 100'

PLAN NOTES

1. THIS PLAN HAS BEEN PREPARED BASED ON REFERENCES INCLUDING:
   - GOOGLE EARTH AERIAL IMAGERY
   - MASSGIS ORTHOIMAGERY
   - CAD FILE TITLED "TOPO-PIT.DWG" PREPARED BY HAYES ENGINEERING AND PROVIDED BY RICHMOND GREAT POINT DEVELOPMENT, LLC.
   - TOWN OF NANTUCKET GIS
2. EXACT LOCATION OF PROPOSED BUILDING AND IMPROVEMENTS MUST BE CONFIRMED AND EVALUATED UPON COMPLETION OF SURVEY.
3. THIS PLAN IS INTENDED FOR CONCEPTUAL REVIEW PURPOSES ONLY. THE EXISTING CONDITIONS SHOWN HEREON IS BASED UPON INFORMATION THAT WAS SUPPLIED TO OUR OFFICE AT THE TIME OF PLAN PREPARATION AND MAY BE SUBJECT TO CHANGE AND MUST BE UPDATED UPON PERFORMANCE OF A SURVEY.

RICHMOND GREAT POINT DEVELOPMENT LLC
OLD SOUTH ROAD PROPERTIES

NANTUCKET, MA

MASTER PLAN

SCALE: 1"=100'
DATE: 06/16/2016
PROJECT #: W141196

REFERENCES:

RICHMOND GREAT POINT DEVELOPMENT LLC

PLAN NOTES

1. THIS PLAN HAS BEEN PREPARED BASED ON REFERENCES INCLUDING:
   -GOOGLE EARTH AERIAL IMAGERY
   -MASSGIS ORTHOIMAGERY
   - CAD FILE TITLED "TOPO-PIT.DWG" PREPARED BY HAYES ENGINEERING AND PROVIDED BY RICHMOND GREAT POINT DEVELOPMENT, LLC.
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RICHMOND GREAT POINT DEVELOPMENT LLC
OLD SOUTH ROAD PROPERTIES
NANTUCKET, MA

MASTER PLAN

SCALE: 1"=100'
DATE: 06/10/2016
PROJECT #: W141196

REFERENCES:

RICHMOND GREAT POINT DEVELOPMENT LLC

The Richmond Company, Inc.
23 Concord Street
Wilmington, Massachusetts 01887
(979) 988-3900

June 30, 2016

TOWN OF NANTUCKET
PLANNING BOARD
2 Fairgrounds Road
Nantucket, Massachusetts 02554

Attention: Leslie Woodson Snell, AICP, LEED AP, Deputy Director of Planning

Subject: Transmittal of Copy of Housing Initiatives "*Memorandum of Agreement"* (MOA)
Town of Nantucket Board of Selectmen and Richmond Great Point Development LLC

Dear Ms. Snell:

As part of the presentation that we will be making as the development manager on behalf of the applicant (Richmond Great Point Development LLC) on the two special permit applications that will be subject to consideration at the July 11, 2016 meeting of the Planning Board (the "Meadows II" Workforce Rental Housing Community and the "Sandpiper Place" Workforce Homeownership Housing) we intend to provide a summary of the status and the major provisions of the "*Memorandum of Agreement*" dated November 9, 2015 by and between the Town of Nantucket, by and through its Board of Selectmen, and Richmond Great Point Development LLC, as relates to these two major housing initiatives.

Accordingly, we have attached / submitted a PDF copy of the document herein and respectfully request that copies be provided to the respective members of the Planning Board in their agenda / meeting package for the July 11, 2016 meeting.

Should you have any questions with respect to the enclosed document or our request to provide copies to the members of the Planning Board, please feel free to contact me at 978-988-3900, Extension # 12.

Very truly yours,

David J. Armanetti
Director of Real Estate Development
The Richmond Company, Inc.
On Behalf of Richmond Great Point Development LLC

Cc: Patty Roggeveen, RGPDLLC
Andrew Burek, Esq., RGPDLLC
Arthur Reade, Jr., Esq., RGH

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

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

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

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

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

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

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

- Properties known as the entirety of 30, 32, 34 and 35 Daffodil Lane, the entirety of 3, 4, 5, 7, 8, 9 and 10 Mayflower Circle, the entirety of 75(A) Old South Road, the entirety of 73 Old South Road and the Mayflower Circle right of way and Daffodil Lane right of way, containing approximately 9 or more acres, being, at least in part, the entirety of Lots 615, 618, 621, 622, 623, 624, 625, 628, 629, 630, 631 and Lot 663 shown on Land Court Plan 16514-40, the entirety of Lot 858 shown on Land Court Plan 16514-100 and a portion of Lot 47 shown on Land Court Plan 16514-G, all as filed and recorded with the Nantucket Registry District of the Land Court and as shown on Exhibit C attached hereto and shown as the "Proposed 40B Homeownership Project (100 Single Family Homes) on Exhibit B and as the land owned by Richmond on Exhibit A;
- 20 Davkim Lane (Southern Portion) and 20 Davkim Land (Rear), containing approximately12 or more acres, being Lots 184 and 206 shown on Land Court Plan

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

I. Richmond's Undertakings

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

2. Richmond agrees that there shall be a maximum of up to 325 Units (including increments of up to 225 rental and up to 100 ownership), with a maximum of 700 bedrooms at the Property, the mix and allocation of which shall be within Richmond's sole and absolute discretion, subject to the review of the Nantucket Planning Board and the requirement that the bedroom mix for any affordable unit, including those "locally affordable" home ownership units to be restricted to sales to Buyers whose households earn at a maximum one hundred seventy-five (175%) percent of AMI, shall be the same bedroom mix as the bedroom mix used for the market rate units and the restricted units shall not be distinguishable from the non-restricted units as provided for under any requirement of DHCD.

3. Richmond agrees it shall as soon as reasonably practicable apply for and diligently pursue all necessary approvals for the first phase of the development of up to 325 units following the perfection of Articles 1 and 2, and then shall begin construction as phased below within ninety (90) calendar days of obtaining all necessary approvals required to construct the Project including the expiration of all applicable appeal periods, including but not limited to a Special Permit to be issued by the Town Planning Board, Major Site Plan approval to be issued by the Town Planning Board, endorsement of a definitive subdivision (or subdivisions) to be approved by the Town Planning Board and acceptance thereof for filing by Land Court for the District of Nantucket, certificates of appropriateness to be approved by the Town of Nantucket Historic District Commission, and building permits to be issued by the Town of Nantucket Building Commissioner. For purposes of this Agreement, approvals shall be defined as the final issuance of all necessary approvals and the expiration of all applicable appeal periods thereto.

4. Upon the issuance of the necessary approvals as described above and the endorsement of the subdivision plan by the Planning Board, each of which no longer being subject to any applicable appeal, Richmond agrees all of the rental units shall be subject to a permanent deed restriction that shall be delivered to the Town and accepted and recorded before any building permit issues which shall require that all of the rental units shall remain rental units and shall not be converted to ownership units without the approval of Town Meeting to release the restriction and that the affordable rental units shall remain affordable units permanently unless released by Town Meeting. The leases to any renter of any affordable unit shall strictly prohibit subletting of the unit and this requirement prohibiting subletting of rental units shall be set forth in the permanent deed restriction and enforceable by the Town. There shall be no short term rental of any of the rental units. A short term rental shall mean a rental period with a duration of less than thirty (30) calendar days.

5. Upon the issuance of the final relief, including but not limited to a Special Permit to be issued by the Town Planning Board, Major Site Plan approval to be issued by the Town Planning Board, endorsement of a definitive subdivision (or subdivisions) to be approved

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

6. Richmond agrees that it and its successors in interest shall be bound by the new zoning provided for under Articles 1 and 2 of the November 2015 Town Meeting, should that zoning take final effect as provided for hereunder, and Richmond shall be bound by this agreement and its requirements and hereby surrenders and releases any zoning freeze and/or any and all other so-called grandfathering protections that might be otherwise available to Richmond and its successors for the Property under G.L.c.40A, §6 and to all lienholder and owners for the Property, other than Walter Glowacki, that exists or may exist when Articles 1 and 2 take final effect, provided Richmond makes no waiver, whether express or implied, to any future Zoning changes. Richmond represents that there are no lienholders of record or other owners of the Property, other than Richmond or Walter Glowacki.

7. Richmond shall provide the Board of Selectmen, Finance Committee and the relevant permit granting authority (either the Planning Board or Zoning Board of Appeals, in the case of a 40B application) with an expert Fiscal Impact Report and a Student Projection Report, regarding the total number of children projected to reside at the Project and the number of school aged children that are projected to reside at the Project and the report shall be provided to the Nantucket Public School District for informational and planning purposes during the permit granting process and the Student Projection Report shall be updated by Richmond when building permits issue for the first phase of the project and then, thereafter, each time that an additional 75 new units are sought.

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

8. Richmond agrees to reimburse the Town of Nantucket, within three business days of receipt of a bill for professional services rendered, itemized hourly of the legal costs to the Board of Selectmen pursuant to G.L. c. 44, §53A in order for the Town to pay for the services of Kopelman and Paige, P.C., as attorneys for the Town of Nantucket, including but not limited to professional services rendered in assisting with the costs of preparing this Agreement, attendance at Special Town Meeting and any other services or costs incidental or related thereto. In no event shall Richmond's obligation under this Section 8 require reimbursement to the Town of Nantucket in excess of Twelve Thousand and No/100 ($12,000.00) Dollars. As a separate matter, Richmond agrees to reimburse the Town of Nantucket, within three business days of receipt of a bill to fund the Town's costs of conducting the November 2015 Special Town Meeting, relating to notice and publication and other costs.

9. Whether Richmond elects to pursue the 40B projects or a Special Permit as provided for under Article 1 and 2, Richmond shall not assert to any party, any permitting authority, agency or court that the payment of any of the improvements or costs concerning any required water and sewer connection fees, as set forth in the Nantucket Code or in any duly adopted regulation or fee schedule for the Town or the Wannacomet Water Company, which causes or contributes towards causing the development of part or all of the 325 units to be uneconomic whether under G.L. c.40B or 760 CMR 56.00, et seq. or otherwise, and only provided that all of the terms of this Agreement are satisfied, including that only reasonable infrastructure upgrades shall be required. The parties to this Agreement agree and acknowledge that the provision of this Section 9 shall apply only as it relates to the above referenced water and sewer connection fees and Richmond in no way is subject to a waiver of its rights to the same as relates to any other improvements, mitigation or other costs that may be allowable by any agency with competent jurisdiction including with specificity the Zoning Board of Appeals and/or the Housing Appeals Committee. Additionally, Richmond agrees that the water bills for the 225 apartments shall be administered by and paid by Richmond to the Wannacomet Water Company and that the Wannacomet Water Company shall not be required to send individual bills to 225 rental units occupants, with Richmond, in its sole discretion, to decide whether it wishes to have one water meter per apartment building or one water for each rental unit, but with Richmond to be responsible for the cost of administration and collection of the water payments and to pay the Wannacomet Water Company the full charges due and owed for each building, regardless of how each building is metered. Nothing contained herein shall be interpreted to restrict Richmond from further sub-metering such services with a third-party provider.

10. Richmond and/or its successors shall pay all applicable water and sewer fees at the time customarily collected by the Town, including, as appropriate, when the infrastructure is permitted to be installed, but the connection fees for lateral connections to the individual homeownership units shall be paid at the time that building permits are issued. The timing of payment of the fees and the amount of fees shall be the same as that for market rate developers and Richmond agrees not to challenge the fees in any fashion, either as to the validity of the fees as adopted or the amount of the fees as imposed for any of the up to 325 units.

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

12. Richmond agrees to, upon reasonable written request, use commercially reasonable efforts to provide the information to the relevant permit granting authority as requested in and shall address all of the concerns raised by the Board of Selectmen in Board's PEL comment letters, which were previously provided to Richmond.

13. As the 325 units at the Property receive final approval from local permitting boards, Richmond shall seek building permits based on a phased plan that shall be compatible with and allow the Town to satisfy the Town's Housing Production Plan goals on a yearly basis, but this shall not be interpreted as curtailing the provision of the affordable units as quickly as Richmond can produce them.

14. Construction of the 325 units at the Property shall be completed in accordance with a phased agreement to be completed by the Parties in the future.

15. As noted above, Richmond shall use its best efforts to satisfy all of the requirements imposed by DHCD to allow all of the 225 rental units and 19 of the 100 home ownership units to be SHI eligible and shall cooperate with the provision of all information and documents and execution of all required documents and procedures necessary for that to occur.

16. Richmond shall cooperate with the Town and shall, upon reasonable written request within 30 days provide the Town Manager with all relevant information and material to support applications by the Town to DHCD to add the eligible units to the SHI.

17. Richmond shall pay all reasonable monitoring fees as provided for under DHCD's Guidelines and under any regulatory agreement, as applicable.

18. Richmond shall place a prohibition in each lease for each and every rental unit that strictly prohibits exterior storage of personal property, including but not limited to: inoperable vehicles of any type, including mopeds, boats, bicycles, motorcycles, junk, building materials. Operable mopeds, boats, bicycles, motorcycles shall be allowed to be stored in appropriate locations at the Property. Each lease shall also provide for a maximum of number of vehicles, so that the maximum number of available parking spaces is not exceeded and so that there shall be sufficient visitor spaces in accordance with a Special Permit issued by the Town of Nantucket Planning Board or any other final approval. There shall be sufficient snow storage areas provided and excess snow shall be removed from the site if the ways are narrowed to less than 18 feet of clear, paved width following snow events for two-way access ways. Richmond shall provide for 24hour/7 day per week property management, which may consist of off-site personnel who are available by telephone or e-mail to timely respond to issues, problems and emergencies.

19. Richmond shall provide as-built plans to the Town for the water and sewer main infrastructure within 90 days of completion of the infrastructure and shall provide the remaining as-built plans within six months of completion of the Project, unless the Project is phased, in which case as-built plans for each Phase shall be provided within six (6) months of completion of each Phase or as otherwise provided by the relevant permit granting authority and any Special Permit or other final approval.

20. Richmond agrees to execute a mutually satisfactory written agreement with Housing Nantucket, subject to the Town's reasonable satisfaction within 30 days after the necessary prerequisites have been met, to complete the intent of the land exchange with Housing Nantucket to the extent the same is consistent with the Release of Restriction and Right of Reverter approved by the Town filed with the Nantucket County District of the Land Court as Document Number 146007 on October 17, 2014.

21. Richmond agrees that this agreement shall bind it and its successors in interest and that a mutually satisfactory Notice of the MOA, with approval not to be unreasonably withheld, may be recorded or filed with the Land Court, as the case may be, against the Property by the Town.

II. <u>Town's Undertakings</u>

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

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

2. The Board of Selectmen shall support a LAU/LIP application or a 40R warrant article at a future Town Meeting, provided that the final terms and conditions of the LAU/LIP application or the 40R warrant article shall be consistent with this agreement and the final details are negotiated and mutually agreed to by the parties, with agreement not to be unreasonably withheld.

3. The Board of Selectmen shall not withdraw its PEL comment letters to MassHousing.

4. The Board of Selectmen is willing to discuss any Local Action Unit, G.L.c.40R and LIP proposal with Richmond in the future to attempt to develop a memorandum of agreement that is mutually satisfactory.

5. The Town acknowledges and agrees that should any of the affordable housing units generated by the Project be placed on the SHI List and should the Town be availed of any of the so called "safe harbor" protections set forth in G.L. c.40B or 760 CMR 56.00, et seq., as long as this Agreement shall be valid and in full force and effect, that the Town, by and through the Board of Selectmen, shall support the waiver of and/or support as consistent with local needs at any Zoning Board of Appeals or Housing Appeals Committee hearing, any such "safe harbor" protections to deny any future applications filed or processed by Richmond under G.L. c.40B or 760 CMR 56.00, et seq., on any portion of the Property, or any other land contiguous to the Property and currently owned by Richmond and located in the Town of Nantucket. This waiver and agreement of support relates only to the use of any such "safe harbor" protections and does not prevent or preclude the Town from otherwise commenting upon, opposing, or appealing any other such future applications filed or processed by Richmond under G.L. c.40B or 760 CMR 56.00, et seq., under any other grounds. The parties acknowledge that this agreement does not bind the Zoning Board of Appeals.

III. <u>Parties' Right to Cancellation</u>

1. In the event that Articles 1 and 2 are not adopted at the 2015 Special Town Meeting, as recommended by the Planning Board and attached hereto without any substantial amendments that Richmond does not agree to at Town Meeting, in writing, then this Agreement shall be of no further effect and shall immediately and irrevocably terminate by its own terms upon no further condition, express or implied, and neither party to this Agreement shall have any further obligation to or recourse against the other as it relates to the entire subject matter of this Agreement.

2. If the final approvals for a project proposed by Richmond for the Property are (1) denied by a decision of the Zoning Board of Appeals on the grounds that the Town has achieved

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

(a) decrease the number of total units or total bedrooms as agreed to above; and/or

(b) increases the number of affordable units other than as agreed to above and, unless voluntarily agreed to by Richmond,

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

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

(a) does not include the improvements and costs required by this Agreement;

(b) increases the number of total units or total bedrooms other than as agreed to above; and/or

(c) decreases the number of affordable units as provided for herein (including the non-SHI affordable units),

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

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

IV. <u>Miscellaneous</u>

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

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

2. Notwithstanding any of the terms and provisions of this Agreement, nothing herein shall prohibit or prevent Richmond from continuing to pursue its current housing applications filed under G.L. c.40B or 760 CMR 56.00, et seq., or shall prohibit or prevent Richmond from pursuing future housing applications filed under G.L. c.40B or 760 CMR 56.00, et seq., at any other locations within the Property, and /or at any other locations in the Town of Nantucket.

3. Any breach of this Agreement shall be enforceable by the Parties.

4. Any amendment to this Agreement shall occur only pursuant to a written amendment that is duly voted and authorized by the Parties and then duly executed by the Parties.

5. The Parties acknowledge they had advice of counsel before executing the Agreement.

6. A mutually satisfactory Notice of this Agreement, with agreement to the notice to not be unreasonably withheld, may be recorded by either party once Articles 1 and 2 take final effect under G.L. c.40, §32, but a discharge of the Notice shall be provided and recorded if the Agreement is cancelled as provided for hereunder.

7. This Agreement may be executed in any number of counterparts which together shall constitute one instrument. An electronic signature on this Agreement shall have the same effect as an original.

8. All notices and other communications required or permitted to be given under or by reason of this Agreement shall be in writing and may be delivered by electronic mail, facsimile, US mail or overnight mail. Notices, demands, and communications will, unless another address is specified in writing, be sent to the persons and at the addresses indicated below:

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

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

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

Wilmington, MA 01887
aburek@richmondco.com

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

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

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

NANTUCKET BOARD OF SELECTMEN*
By:

Robert DeCosta, Chairman

Matthew Fee, Vice Chairman

Tobias Glidden, Member

Dawn E. Hill Holdgate, Member

Rick Atherton, Member

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

COMMONWEALTH OF MASSACHUSETTS

Nantucket, SS.

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

(Official Signature and Seal of Notary)

ERIKA DAVIDSON MOONEY
Notary Public
COMMONWEALTH OF MASSACHUSETTS
My Commission Expires
November 17, 2017

Richmond Great Point Development, LLC
By:

Philip Pastan, Manager

COMMONWEALTH OF MASSACHUSETTS

Nantucket, SS.

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

(Official Signature and Seal of Notary)

ERIKA DAVIDSON MOONEY
Notary Public
COMMONWEALTH OF MASSACHUSETTS
My Commission Expires
November 17, 2017

EXHIBITS:

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

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

535199/NANT40B/19729-0001

Exhibit A

ARTICLE 1
(Zoning Map Change: R-20 to R-5 -- Daffodil Lane and Mayflower Circle; LUG-2 to CN -- Davkim Lane; LUG-2 to R-5 -- Evergreen Way)

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

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

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

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

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

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

Exhibit A

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

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

Or to take any other action related thereto.

(Philip Pastan, et al)
PLANNING BOARD MOTION: Moved that the Zoning Map of the Town of Nantucket be amended by taking the following actions:

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

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

Exhibit A

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

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

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

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

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

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

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

Exhibit B

ARTICLE 2
(Zoning Bylaw Amendment: Workforce Housing)

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

1. Amend section 2 (definitions) to insert a new definition of "workforce housing" and to amend the existing definitions of "apartment building", "affordable housing", "apartment", "eligible household", "Nantucket Housing Needs Ownership Form", to the extent necessary or required, and to insert any new definition or amend any existing definition to the extent necessary or required to implement the overall objectives of this article.

2. Amend section 7A (use chart) by inserting a new use(s) related to workforce housing dwelling units as necessary or required;

3. Insert a new section 8D, and/or to amend 8C, to provide new language, the purpose of which is as follows:

    a. To incentivize the creation of workforce and affordable rental and ownership housing opportunities;

    b. To promote consistency, quality, and flexibility in the site layout and design;

    c. To mitigate traffic congestion by encouraging the creation of compact neighborhoods proximate to compatible adjacent commercial uses that reduce the need for vehicle trips to already congested areas, and;

    d. To promote economic vitality and a greater diversity of housing opportunities in compliance with objectives contained within plans adopted or accepted by the Town of Nantucket, Nantucket Planning and Economic Development Commission, or the Nantucket Housing Authority.

4. Insert a new section 8D and/or amend 8C to provide new language for the allowance of density bonuses by the issuance of a special permit granted by the Planning Board, as follows:

    a. To allow the aggregation of lots for apartment buildings for workforce housing at a density of 1 unit per 1,250 square feet of lot area in the CN district with a maximum of 20 dwelling units containing up to 40 bedrooms on a single lot;

    b. To alter or remove the minimum lot size, frontage, setback(s), ground cover ratio, and regularity formula compliance as designated in section 16 for lots within the R-5 district.

    c. To establish minimum "affordability" criteria, programmatic and design standards, including, but not limited to: establishing minimum percentages of units restricted based on income limits between 50% and 200% of the annual area median income, establishing the minimum duration of affordability

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

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

   Or, to take any other action related thereto.

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

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

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

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

2. Amend Section 7A (use chart) by inserting in the "Use" column, between "Duplex" and "Elder Housing Facilities" a new use "Workforce Rental Community" to be allowed by Special Permit (SP) in the CN district only.

3. Insert a new Section 8D as follows:

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

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

(1) Requirements.

a. The following requirements shall apply to Workforce Homeownership Housing Bonus Lots in the R-5 zoning district and to Workforce Housing Rental Community in the CN zoning district.

i. Minimum lot requirement of 60,000 square feet;

ii. The term of affordability shall be in perpetuity or the longest term allowed by law;

iii. The application shall be subject to Major Site Plan Review;

iv. The Planning Board shall be the sole special permit granting authority for any relief pursuant to any provision of this Chapter;

v. Planning Board approval of a special permit shall not substitute for approval of a definitive subdivision or approval not required (ANR) plan.

vi. Project must be eligible for approval as Local Action Units (LAU) through the Local Initiative Program (LIP) or otherwise included on the Town's Subsidized Housing Inventory. It shall be the responsibility of the applicant to take all reasonable steps necessary to ensure the units are included, including without limitation, preparation and execution of a Regulatory Agreement in a form to be approved by the Town of Nantucket, through its Board of Selectmen, and by the Department of Housing and Community Development ("DHCD") and provision of any other documents requested by DHCD.

(2) Workforce Homeownership Housing Bonus Lots.

a. Bonus lots, subject to the requirements below, shall be based on the number of building lots which could have been created through a conventional subdivision plan. The maximum number of building lots, excluding any bonuses, shall not exceed the number which may have otherwise been created on a conventional subdivision plan meeting all dimensional and upland requirements of the Zoning Bylaw and in full conformance with (and requiring no waivers from) the "Rules and Regulations Governing the Subdivision of Land," as may be amended by the Planning Board from time to time, as demonstrated by the submission of a dimensioned lotting plan. For all density calculations that result in a fractional number, only fractions equal to or greater than 0.51 should be rounded to the next highest whole number.

i. The total number of lots shall be calculated by multiplying the number of lots allowed by-right, as described above, by a factor of 1.33.

ii. 25% of the total number of lots allowed, using the bonus provision, must be allocated and restricted to ownership by households earning at or below the area median income limits set forth in the definition of Workforce Homeownership Housing, as defined in §139-2, or, the rental dwelling units located on the lots achieved through the bonus provision must be restricted to households earning at or below 80% of area median income. Said lots shall be subject to a Nantucket

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

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

(3) Workforce Rental Community

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

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

c. The Planning Board may, in addition to those requirements included in §139-23, require submission of additional documentation, including without limitation, detailed floor plans, operation and management plan for the project, including maintenance of the structure(s) and the site.

d. The Planning Board may reduce, by up to 100%, the side and rear yard setbacks where two or more Workforce Rental Community Lot projects are adjacent to each other.

4. Amend Section 18B by adding an asterisk after "Apartment" and inserting the following language under the "Notes" section:

   *For interpretation purposes, apartment shall include the following uses contained within the Use Table in §7A: apartment, apartment building, garage apartment, and workforce rental community.

5. Amend Section 23A(1) as follows:

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

6. Amend section 16A as follows:

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

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

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