

**MEMORANDUM OF UNDERSTANDING
BETWEEN THE
WOODS HOLE MARTHA'S VINEYARD AND NANTUCKET STEAMSHIP
AUTHORITY
AND THE
TOWN OF BARNSTABLE, MASSACHUSETTS
RELATIVE TO THE FORMER HINCKLEY LUMBER YARD, MAIN ST. AND
YARMOUTH RD. HYANNIS
AND THE
AGREEMENT BETWEEN THE PARTIES DATED JULY 16, 1992.**

THIS MEMORANDUM OF UNDERSTANDING is made and entered into as of the 27th day of February, 1995 by and between the Woods Hole Martha's Vineyard and Nantucket Steamship Authority (the "SSA") and the Town of Barnstable (the "Town").

WHEREAS, the SSA requests Town Council approval to acquire and make capital improvements to the Former Hinckley Lumber Yard located at Main St. and Yarmouth Rd., Hyannis, for use as an off site parking lot, consistent with the Agreement between the parties dated July 16, 1992, part C. 1.; and

WHEREAS, the Town Council authority to grant such approval resides in Section 105 of Chapter 33, Acts of 1991, said section providing that no acquisition of real property or capital improvement in excess of \$ 50,000 shall be undertaken by the SSA within the Town of Barnstable unless notice thereof is forwarded to, and is subsequently approved by the Barnstable Town Council; and

WHEREAS, the SSA requested on January 24, 1995, the Town Council approval of the proposed acquisition of the former Hinckley Lumber Yard at the corner of Main St. and Yarmouth Rd., Hyannis, and to make improvements to the site, for use as an off-site parking lot; and

WHEREAS, the SSA offered on January 27, 1995, to discuss Town interest in the Main building for town use;

NOW, THEREFORE, in consideration of the foregoing, and the mutual covenants and agreements herein set forth, the parties hereto agree as follows:

The Town Council hereby approves Town Council Agenda Item 95-107, relative to the Woods Hole, Martha's Vineyard and Nantucket Steamship Authority acquisition of the former Hinckley Lumber Yard at the corner of Main Street and Yarmouth Road, Hyannis, and to make improvements to the site, for use as an off - site parking lot, subject to written receipt, notification, and confirmation that the SSA agrees to this Memorandum of Understanding, part A through D, on or before March 3, 1995.

The parties agree that the SSA will have fulfilled the requirement of the Agreement, part C. 1, relative to establishment of future parking needs off-site by acquiring and making improvements to the former Hinckley Lumber Yard. The parties acknowledge the intent of the SSA to provide a 300 parking space minimum at this site.

The parties agree that the provisions of the Agreement, part C. 2, relative to dedicated shuttle service from this off-site parking lot will be fulfilled by the SSA.

A. MODIFICATION OF AGREEMENT DATED JULY 16, 1992

The parties agree to modify the Agreement dated July 16, 1992, as follows:

Part B. LIMITATIONS ON THE USE OF THE SECOND SLIP AND THE FUTURE LEVEL OF SERVICE

1.) The SSA confirms its agreement on part B. 1, relative to limitation of service to six daily round trips by passenger ferry and three daily round trips of freight vessel as the level of service at the Hyannis terminal.

2.) Part B. 2 is modified in its entirety as follows:

1. The SSA agrees to limit general operation of the second slip for passenger ferry as follows:

- A. to emergencies;
- B. to emergency vessel repair;
- C. to primary slip maintenance and repair; and
- D. in order to facilitate the clearance of traffic from the terminal area and surrounding streets, during the following designated peak weekends (and holidays if the weekends are preceded or followed by a holiday): Daffodil Weekend, Memorial Day Weekend, Independence Day Weekend, July/August Turnover Weekends, Labor Day Weekend, Columbus Day Weekend, and Christmas Stroll Weekend.

2. The SSA agrees to use the second slip for freight vessel berthing, when the freight vessel is not in service. Freight vessel length shall not exceed 185 feet. Generally, this shall anticipate:

- A. overnight berthing;
- B. weekend berthing during non-peak periods;
- C. limited daytime berthing during non-peak periods; and
- D. winter layover from January to mid-March.

Non-peak periods are generally understood to be from mid-September through mid-May. The parties understand the possible need to modify the freight service scheduling in the future, and agree to utilize the provisions of this section to guide decisions on possible second slip berthing requirements for freight vessels.

3. Otherwise, there will be no berthing of SSA vessels at the second slip without the permission of the Town through the Town Manager.

Part D. ADDITIONAL MITIGATION MEASURES

Part D. 1 is modified in its entirety follows:

The SSA agrees to enter into a 99 year lease agreement with the Town that would provide parking spaces for 20 vehicles and 20 boat trailers at the SSA's Lewis Bay Road parking lot, for use by the Town for parking in connection with the Town Boat Ramp at the end of Lewis Bay Road and the Town agrees to permit the SSA improvements in excess of \$ 50,000 at said lot for the purpose of increasing the lot's efficiency. The lease agreement shall provide the SSA with the ability to charge a parking fee for vehicles and trailers parked at said lot, at such times as the SSA is actively staffing the lot for SSA parking purposes. The lease agreement shall further provide that no fee for parking be charged when the SSA is not actively staffing the lot for SSA parking purposes. The cost for this lease shall be at the rate of \$ 1.00 per year.

PART E. MISCELLANEOUS

E. 2. The parties acknowledge that the changes made as part of this Memorandum of Understanding are done consistent with the provisions of this Agreement section, which provides that future changes to the Agreement be authorized by the SSA members, through the SSA's General Manager, and the Town Council, through the Town Manager.

B. DISPOSITION OF PROPERTIES AT THE HINCKLEY LUMBER YARD TO THE TOWN BY THE SSA.

Subject to the approval of the SSA's offer to purchase the former Hinckley Lumber Yard from the bankruptcy trustee, and contingent upon receipt of all necessary state and local approvals or permits for use of the property as an off-site parking facility, the SSA agrees to provide to the Town the following property:

1. A deed to the front portion of the property, located on Assessor Map 327, Parcel 165, consisting generally of a 28 space parking lot with frontage on Main St., a garden shed, a 25,301 s.f. main building, and a rear parking lot of approximately 20 spaces, as configured on Layout B of a plan drawn by the SSA Planner, all for \$ 1.00. The Town agrees to pay expenses incurred in connection with this conveyance.
2. The deed shall contain provision for the Authority to have the right of first refusal to reacquire the above property, after the year 2015, should the Town

allow the property to be used for other than municipal purposes. The deed shall further provide the SSA a permanent easement running through the rear parking lot adjacent to the building, so as to ensure adequate access and egress of vehicles as well as an easement for directional signage at the southeast corner of the property at Main Street and Yarmouth Road.

3. A lease for parking, for municipal purposes, for up to 120 parking spaces, in the SSA's parking lot to be constructed at this site. The lease shall specify that municipal use of this parking lot shall be subject to and not conflict with the SSA's parking needs, generally understanding that the SSA lot shall not be available for municipal purposes, from mid-May to mid-September from Friday morning through Monday afternoon, and on the following peak weekends (and holidays if the weekends are preceded or followed by a holiday): Daffodil Weekend, Memorial Day Weekend, Independence Day Weekend, July/August Turnover Weekends, Labor Day Weekend, Columbus Day Weekend, and Christmas Stroll Weekend.
4. The lease shall provide for an annual payment of \$ 1.00 to the SSA, a minimum term of 99 years and a clause providing the Town right of first refusal to acquire the parking lot, subject to any applicable federal or state rules, regulations, or requirements on disposition, should the SSA abandon use of the lot in the future. The Town acknowledges that it would be willing to enter into this lease for parking in lieu of receiving parking revenues from the Authority parking lot revenues.
5. The Town agrees to assist in the maintenance and upkeep of the lot, for use incidental to municipal purposes.

C. MISCELLANEOUS

1. The Town agrees to cooperate with the SSA in the landscape/streetscape design of the parking lot and the property fronted on Yarmouth Road, so as to ensure adequate setback, security, consistency in design and ingress and egress traffic patterns.
2. The SSA agrees to present a site plan for courtesy review by the Town's Site Plan Review Committee understanding the requirement of the SSA to locate a minimum of 300 spaces in this parking lot.
3. The Town further agrees to cooperate with the SSA in its efforts to remove the rear buildings by reducing the demolition material cost per ton at its Sanitary Landfill from the present \$ 45 per ton to \$ 32 per ton. This cost per ton could be reduced further should the Town determine it would be able to utilize one or several of the buildings slated for demolition by the Authority within the parking lot itself. The Authority further consents to maintaining a reasonable

setback along its property on Yarmouth Road and installing suitable landscaping along its property line with Yarmouth Road. The Town agrees to work with the Authority to ensure that both Authority and Town property along Yarmouth Road would exhibit a consistent landscape design, ingress and egress traffic pattern, and property maintenance along Yarmouth Road.

This Memorandum of Understanding shall constitute the whole agreement.

IN WITNESS WHEREOF, the parties have executed this Memorandum of Understanding as of the date first above written.

Witnesses:

Woods Hole Martha's Vineyard and
Nantucket Steamship Authority

Wayne C. L.

Wayne C. Lamson,
Acting General Manager

Town of Barnstable

Warren J. Rutherford
Warren J. Rutherford,
Town Manager

Tracey A. Collins

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AMENDMENT TO THE AGREEMENTS

DATED JULY 16, 1992 AND FEBRUARY 27, 1995 BETWEEN THE

**WOODS HOLE, MARTHA'S VINEYARD AND
NANTUCKET STEAMSHIP AUTHORITY**

AND THE

TOWN OF BARNSTABLE, MASSACHUSETTS

This Agreement is made and entered into as of this 6th day of November, 1997, by and between the Woods Hole, Martha's Vineyard and Nantucket Steamship Authority (the "SSA") and the Town of Barnstable, Massachusetts (the "Town").

On October 9, 1997, the Barnstable Town Council approved the request of the SSA for permission to purchase the "Leased Premises" at the end of Pleasant Street, Hyannis. In consideration of the premises hereof, and the mutual covenants and agreements herein set forth, the parties hereto agree further to amend the Agreement of July 16, 1992 as follows:

A. In furtherance of the parties' efforts to reduce traffic congestion in the Town of Barnstable and to establish the SSA's future parking facilities away from the Hyannis waterfront at mutually agreeable locations north of Main Street, and in recognition of the increased demand of local businesses using the SSA's facilities, and Nantucket's increased demand for freight services to transport products purchased from the mainland to the island, the parties agree as follows:

1. The SSA agrees to assist the Town in the Town's acquisition and development of a new vehicle parking and vehicle staging facility that is generally located west of Yarmouth Road and north of Route 28.
- 2(a). To allow the SSA to operate up to three additional freight trips per day, for a total not to exceed six freight trips per day (except that from June 15th through September 15th, the three additional freight trips shall be operated only on Mondays through Thursdays; and no additional freight trips shall be operated on Fridays, Saturdays or Sundays) with its existing freight vessels and/or to increase the length of those vessels from 185 feet to a maximum of 235 feet, which is the current length of the SSA's passenger/vehicle ferries; and

- 2(b). To allow the SSA to use its existing Hyannis ferry terminal for the docking of a passenger-only vessel, loading and off-loading passengers from that vessel, and tie-up of that vessel; and
- 2(c). To allow the local commercial fishing boats to continue to operate without unreasonable restrictions at the bulkhead at the end of Pleasant Street.

B. The SSA agrees to work in partnership with the Town and the Nantucket Board of Selectmen on transportation issues affecting the communities of Barnstable and Nantucket, and in connection therewith, will work toward the development of an off-Cape freight terminal for Nantucket-bound freight trucks originating from locations other than Cape Cod and Eastern Massachusetts to handle future long term increases in freight traffic and hazardous cargo. Toward this end, the SSA agrees upon the following goals and objective:

- 1. To identify a preferred alternative site for a new public or private freight facility and terminal.
- 2. To develop the conceptual engineering plan for the preferred site, including all appropriate engineering and construction cost estimates.
- 3. To finalize discussions and negotiations with the property owners.
- 4. To identify and secure funding for the construction and operation of the freight facility.
- 5. To complete final engineering for the facility.
- 6. To receive final permits, certificates, licenses and approvals required for the facility.
- 7. To commence construction of the facility by the end of 2008.

C. The SSA and the Town recognize that the assurances and agreements as set forth herein are being made before necessary engineering, environmental and other studies and, therefore, are subject to reasonable modification due to legal, engineering, economic or environmental infeasibility, which cannot be determined until the development process commences. Upon completion of the alternative off-Cape freight terminal, the SSA will endeavor to return Hyannis freight traffic to a level that does not exceed the 1997 freight traffic levels. 1997 Freight traffic is defined as the total number of commercial vehicles embarking from Hyannis as

measured monthly by the SSA, which summary report is attached hereto (Exhibit A).

- D. This amendment will be considered null and void should substantial progress not be made toward the goals identified in item B by the end of 2003.
- E. The parties understand that this agreement is in addition to, and not a replacement of, the original agreement between them dated July 16, 1992, and an agreement in amendment thereof dated February 27, 1995; those agreements shall continue to be in effect except insofar as this agreement supersedes them, either explicitly or by clear implication.

IN WITNESS WHEREOF, the parties executed this Amendment as of the date first above written.

Witness:

WOODS HOLE, MARTHA'S VINEYARD AND
NANTUCKET STEAMSHIP AUTHORITY by:

Mayne Horn

Armand L. Tiberio 11/21/97
Armand L. Tiberio, General Manager

TOWN OF BARNSTABLE

By:

James D. Tinsley
James D. Tinsley, CPA
Town Manager

Richard W. Clark
Richard W. Clark, President
Town Council

Wayne Lamson

From: Wayne Lamson
Sent: Thursday, April 19, 2012 4:35 PM
To: Robert O'Brien; Robert R. Jones (ccmarinegp@comcast.net)
Cc: H. Flint Ranney; John A. Tierney; Marc N. Hanover; Robert Marshall; Edward C. Anthes-Washburn; Eric Asendorf; Frank J. Rezendes; George J. Balco; Nat Lowell; Robert V. Huss
Subject: Barnstable Agreement
Attachments: 1992 Agreement.pdf; Concept Plan C-5 re Hyannis Terminal Improvements.pdf

FYI

In the 1992 Agreement between the Steamship Authority and the Town of Barnstable (as part of the Town's approval of certain SSA terminal improvements including the SSA's acquisition of the Dockside Restaurant and Lewis Bay Marina property), the SSA agreed to establish future parking needs off-site to a location north of Main Street in Hyannis. See attached agreement.

In Section C.1 of that 1992 agreement, there is a reference to the SSA's "Concept Plan C-5" which shows 183 parking spaces (155 customer parking spaces, 10 short-term parking spaces and 23 employee parking spaces). See attached plan. The parking spaces in the Macey Lot were not included in this Concept Plan, although the property was being used at that time by the SSA for customer parking. Back then, there were 88 parking spaces in the Macey Lot. This would have brought the number of parking spaces at the terminal, including employee parking, to a total of 271 spaces.

After the recent passenger pick-up/drop-off improvements off Pleasant St., the Authority has 84 customer parking spaces at the terminal. The Macey Lot, with the current configuration and added landscaping, has a total of 61 spaces.

So we now have a total of 145 parking spaces at the terminal vs. the proposed 271 spaces (per the conceptual plan plus the Macey Lot) back in 1992.

I thought you should have this information if anyone was under the impression that we have added more parking spaces than what we originally proposed to the town.

Wayne

AGREEMENT

THIS AGREEMENT is made and entered into as of the 16th day of July, 1992 by and between the Woods Hole, Martha's Vineyard and Nantucket Steamship Authority (the "SSA") and the Town of Barnstable (the "Town").

WHEREAS, St. 1960, c. 701, sec. 4(e), as amended by St. 1991, c. 33, sec. 105, provides that no acquisition of real property or capital improvement in excess of \$50,000 shall be undertaken by the SSA within the Town of Barnstable unless notice thereof is forwarded to, and is subsequently approved by, the Barnstable town council (the "Council"), a majority of the members thereof present and voting; and

WHEREAS, on or about November 12, 1991, the SSA so notified the Council that, subject to their approval, it intended to acquire the land and tideland area now occupied by the Dockside Restaurant and Lewis Bay Marina west of School Street adjacent to the SSA's existing ferry terminal in Hyannis, Massachusetts and, in addition thereto, the site of the former Lewis Bay Motel for the construction and operation on that property (and the adjacent property already owned by the SSA) of a second ferry slip and the renovation of the SSA's existing marine terminal facilities, as conceptually set forth in the SSA's "Concept Plan" for the Hyannis Terminal Improvements, dated October 31, 1991; and

WHEREAS, on January 30, 1992 and February 6, 1992, the SSA, in an effort to alleviate the concerns expressed by the Council about the potential impact on the Town of Barnstable of the SSA's intended acquisition of property, construction of a second ferry slip and renovation of its marine terminal in Hyannis, Massachusetts, voted to modify its proposed project and to provide further assurances and agreements relating to the future operation of its Hyannis terminal, in the event the Council approved the project as therein modified and accepted the terms, conditions and agreements set forth therein; and

WHEREAS, also on February 6, 1992, the Council voted to approve the terms of an agreement with the SSA as set forth in the SSA's January 30, 1992 and February 6, 1992 votes and, in addition, voted to approve the SSA's proposed acquisition of the parcel of land adjacent to the SSA's Hyannis terminal and planned capital improvements to said property and terminal for the purposes of constructing a second ferry slip and renovation and expansion of

service facilities, which approval was subject to and conditional upon the terms of the aforesaid agreement between the SSA and the Town, each and every term and condition of said agreement being material to such approval;

NOW, THEREFORE, in consideration of the premises hereof, and the mutual covenants and agreements herein set forth, the parties hereto agree as follows:

A. GENERAL CONFIGURATION OF THE NEW TERMINAL TO PROVIDE FOR GREATER PUBLIC ACCESS.

1. The SSA agrees to construct and operate on the land and tideland area now occupied by the Dockside Restaurant and Lewis Bay Marina west of School Street adjacent to the SSA's existing ferry terminal in Hyannis, Massachusetts (and the adjacent property already owned by the SSA) a second ferry slip and to renovate the SSA's existing marine terminal facilities as conceptually set forth in the SSA's "Concept Plan C-5" for the Hyannis Terminal Improvements, dated January 28, 1992, which is attached hereto (the "Project").

2. The SSA agrees to construct, maintain and provide security for a boardwalk along the SSA's waterfront, with a walkway connecting it to Pleasant Street, for public access. The boardwalk is to be secured from sundown to 8:30 am by gates at the Pleasant St. entrance and at the School Street Pier. The gate and fence at the School Street pier are to be located so as to allow public access at all times to the public boat landing while providing security for both the SSA's slip facilities and any vessel in the slip. Public use of the boardwalk and the pier shall not interfere with traffic of SSA operations during the SSA's operating hours.

3. The SSA agrees to construct and structurally maintain a public small boat landing ten (10) feet wide and one hundred fifty (150) feet long along the east side of the pier at the foot of School Street for temporary tie-up of small boats visiting the harbor, as conceptually set forth in the SSA's "Concept Plan C-5" for the Hyannis Terminal Improvements, dated January 28, 1992. Operation and control of the small boat landing will be the responsibility of the Town. Public use of the boat landing will not interfere with the approach and docking of the SSA's vessels to and from the slips. The SSA will not be responsible for maintaining a pump-out facility on its property; rather the pump-out facility and davit are part of the Lewis Bay Marina owned by Lewis Bay Motel, Restaurant & Marina, Inc.

which will be required, as a condition of its purchase and sale agreement with the SSA, to continue to maintain and operate pump-out facilities and a davit on its remaining property across School Street for as long as it continues to use that remaining property as a marina. The SSA agrees to move the pump-out facility if necessary.

4. The SSA agrees to provide park and open space areas along its water frontage, and throughout its terminal, with the area abutting the Baxter property expanded to 15,000 square feet, in the general configuration shown on its "Concept Plan C-5" for the Hyannis Terminal Improvements, dated January 28, 1992. Due to the reduction in the number of parking spaces (and consequent revenue) resulting from the inclusion of these park and open space areas, the SSA can no longer justify the added expense of acquiring the site of the former Lewis Bay Motel, especially since the Town desires to limit the number of parking spaces on that site to 28. Therefore, the SSA will not purchase that additional parcel of real estate.

5. The SSA agrees, to the extent that it does not conflict with MEPA or other regulatory requirements, that the square foot area of blacktop will not exceed that which is on the site now. In this regard, the SSA notes that the SSA's agreement to provide park and open space areas will substantially reduce the paved area and number of parking spaces on the site.

6. The SSA needs to use wire fencing for security, but agrees to set the fencing back from public roads, to limit the fencing's height to six feet, and to buffer the fencing with suitable landscaping.

7. The SSA agrees to install as much landscaping as feasible prior to other construction, although it notes that the most highly landscaped areas will be subject to direct construction impacts.

B. LIMITATIONS ON THE USE OF THE SECOND SLIP AND THE FUTURE LEVEL OF SERVICE.

1. The SSA agrees to limit its service to the six daily round trips by passenger ferry and three daily round trips by freight vessel that have been the service level of recent years. The SSA has no plans to increase this traffic level, and there will be no increase unless permitted by the Town through the Town Manager.

2. The SSA agrees that the principal purpose of the second slip is to serve as a back-up in case of repairs to the primary slip. Therefore, the SSA agrees to limit general operation of the second slip as follows:

- (a) to emergencies;
- (b) to emergency vessel repair;
- (c) to primary slip maintenance and repair; and
- (d) in order to facilitate the clearance of traffic from the terminal area and surrounding streets, during the following designated peak weekends (and holidays if the weekends are preceded or followed by a holiday): Daffodil Weekend; Memorial Day Weekend; Independence Day Weekend; July/August Turnover Weekends; Labor Day Weekend; Columbus Day Weekend; and Christmas Stroll Weekend.

Otherwise, there will be no berthing of SSA vessels at the second slip without the permission of the Town through the Town Manager.

3. There will be no berthing of non-SSA vessels at the second slip without the permission of the Town through the Town Manager. However, both the SSA and the Town recognize that in cases of emergencies non-SSA vessels may be compelled to berth at the second slip for reasons of safety. In such cases, the SSA will require the vessel to leave the slip as soon as safety permits.

4. The SSA agrees to limit the size of vessels moored at its slips to the size of its current largest vessel, which is 230 feet in length, 60 feet in width, has an 11 foot draft, and has a height of 55 feet above water.

5. The SSA agrees to designate a primary slip within six months of substantial project completion. At this time the SSA is unable to determine which slip will be preferable for use as the primary slip, as one slip may allow more room for turning vessels and therefore be safer for small boat traffic in the harbor.

C. **EFFORTS TO REDUCE TRAFFIC CONGESTION
IN THE TOWN OF BARNSTABLE.**

1. The SSA agrees to establish future parking needs off-site, to a location to be determined mutually between the Town and the SSA north of Main Street in Hyannis. Further, the SSA notes that, as conceptually set forth in the SSA's "Concept Plan C-5" for the Hyannis Terminal Improvements, dated January 28, 1992, the Project will result in more than a 25% reduction in the number of parking spaces on the SSA's terminal property. The SSA does not anticipate eliminating any of the remaining spaces, since it believes that their relocation to parking areas off site would cause unreasonable and unnecessary expense and inconvenience to year-round patrons.
2. The SSA agrees to provide dedicated shuttle service from any future SSA off-site parking operations.
3. The SSA agrees to pay up to \$150,000 for improvements to roadways and/or intersections that will be identified by a traffic study and that are specifically related to transportation to and from the SSA's Hyannis terminal, subject to further agreement between the SSA and the Town Manager.
4. The SSA agrees to continue its active participation in the Harbor Plan and Hyannis Revitalization efforts. The SSA further agrees to pay \$50,000 toward the total funding of the Traffic Study currently being developed by the Town. In the event that the Traffic Study does not receive full funding from the multiple sources indicated by the Town to enable its completion, both this pledge and the pledge set forth in paragraph 3 above shall be reviewed by the SSA and the Town.
5. The Town is responsible for truck route designation and study. The SSA agrees to pay an amount up to \$5,000 for study costs incidental to truck route designation for truck routes serving the SSA's terminal and the initial purchase and installation of signs.

D. ADDITIONAL MITIGATION MEASURES.

1. The SSA agrees to enter into a lease or another type of arrangement with the Town that would provide the Town with the greater of \$18,000 per year or an amount equal to 75% of the SSA's net revenue derived from the SSA's Lewis Bay Road parking lot, after the SSA's cost of operation, maintenance, and bond amortization are deducted, starting in the year in which construction of the project commences.

2. The SSA agrees to take action against SSA Masters upon proof of their exceeding posted speed limits or committing other violations, and continues to encourage the Town to make these violations known for further enforcement.

3. The SSA agrees to bear all dredging costs related to its second slip development. The SSA further agrees to fund its share of dredging costs as determined by the applicable federal formula if the U.S. Army Corps of Engineers determines that channel improvements are necessary. In this regard, the SSA is of the opinion that deepening and widening of the channel will not be necessary as long as the U.S. Army Corps of Engineers keeps up regular maintenance dredging and that, in any event, such dredging would not be related to the proposed terminal improvements.

4. The SSA agrees to continue its current practice of affording Barnstable residents certain discount rates that are available to other SSA mainland communities.

5. The SSA agrees to use its best efforts to complete all improvements within 36 months after all final permits are received for construction.

6. The SSA agrees to use local labor to the highest extent possible in connection with the Project. In this regard, the SSA notes that it currently employs more than 60 Barnstable residents, with a payroll exceeding \$1.5 million, and that the patronage of Barnstable businesses and professionals by Nantucket residents and visitors contributes millions of dollars annually to the Town of Barnstable's economy.

7. The SSA has received the Certificate of the Secretary of Environmental Affairs on the Environmental Notification Form it submitted in connection with this project. The SSA agrees not to object to the MEPA scoping as set forth in that certificate, and to follow the MEPA process.

8. The SSA agrees to lease to the Town, at a cost of \$1.00 per year, ten public short-term parking spaces at the foot of School Street in front of the public small boat landing, but set back 50 feet from the bulkhead, as conceptually set forth in the SSA's "Concept Plan C-5" for the Hyannis Terminal Improvements, dated January 28, 1992 and subject to modification during the final design process. Maintenance and operation of this parking area will be the responsibility of the Town.

9. The SSA agrees to allow Town use of the second floor of the new terminal for public use that is consistent with the Harbor Plan design, provided that such use does not interfere with the SSA's operations.

10. The SSA agrees to coordinate its planning with the Town of Barnstable's planning of the Lewis Bay Ramp project; however, it cannot finance that project or replace the public landing at the end of Lewis Bay Road.

E. MISCELLANEOUS.

1. The SSA agrees that the Town Manager and the SSA's General Manager will meet annually, or more frequently if requested by either party, to review the agreements set forth herein, and provide a written report to the Council and the SSA Members not less than annually.

2. The SSA agrees that future changes to the agreements set forth herein are to be authorized by the SSA Members, through the SSA's General Manager, and the Council, through the Town Manager.

3. The SSA and the Town recognize that the SSA's "Concept Plan C-5" for the Hyannis Terminal Improvements, dated January 28, 1992 is only a conceptual drawing that has been prepared before engineering, environmental and other studies and that the SSA's assurances and agreements as set forth herein are subject to reasonable modification

due to legal, engineering or environmental infeasibility, which cannot be determined until the development process. The SSA's agreements as set forth herein are also subject to the SSA's receipt of all permits, certificates, licenses and approvals which are required for the Project. The SSA and the Town recognize that the agreements herein may be subject to modification as the result of the environmental review and permitting process.

IN WITNESS WHEREOF, the parties have executed this Agreement as of the date first above written.

Witnesses:

WOODS HOLE, MARTHA'S VINEYARD AND
NANTUCKET STEAMSHIP AUTHORITY

Steven M. Dwyer

By: Barry O. Fuller, Sr.
Barry O. Fuller, Sr.
General Manager

TOWN OF BARNSTABLE

By: Warren J. Rutherford
Warren J. Rutherford
Town Manager

