

Town and County of Nantucket Select Board • County Commissioners

Dawn E. Hill Holdgate, Chair
Jason Bridges
Matt Fee
Kristie L. Ferrantella
Melissa Murphy



16 Broad Street
Nantucket, Massachusetts 02554

Telephone (508) 228-7255
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www.nantucket-ma.gov

C. Elizabeth Gibson
Town & County Manager

***AGENDA FOR THE MEETING OF THE
SELECT BOARD
JANUARY 27, 2021 - 5:00 PM
REMOTE PARTICIPATION VIA ZOOM WEBINAR
PURSUANT TO GOVERNOR BAKER'S MARCH 12, 2020
ORDER REGARDING OPEN MEETING LAW
NANTUCKET, MASSACHUSETTS***

YOU TUBE LINK:

<https://youtu.be/k0ul1LP-4qo>

I. CALL TO ORDER

II. SELECT BOARD ACCEPTANCE OF AGENDA

III. ANNOUNCEMENTS

1. The Select Board Meeting is Being Audio/Video Recorded.
2. Nantucket Coastal Resilience Plan Community Open House to be Held Thursday, January 28, 2021 at 5:30 PM; Register at <https://nantucketcoastalresilienceopenhouse.eventbrite.com/>.

IV. COVID-19 WEEKLY UPDATE

1. Public Comment.
2. Report(s) from Public Health Director and/or Nantucket Cottage Hospital President:
 - COVID-19 Case Metrics, Including Massachusetts COVID-19 Community-Level Data Map
 - COVID-19 Testing
 - Stop the Spread Testing Program
 - Vaccine Distribution Plan Update
 - COVID19 Task Force: Weekly Report
 - Economic Task Force Update
 - Board of Health Orders
 - Other

V. PUBLIC COMMENT* FOR ITEMS NOT RELATED TO COVID-19 OR OTHER AGENDA ITEMS

VI. NEW BUSINESS*

VII. APPROVAL OF MINUTES AND WARRANTS

1. Approval of Minutes of January 20, 2021 at 5:00 PM.
2. Approval of Payroll Warrants for January 24, 2021.
3. Approval of Treasury Warrants for January 27, 2021.

VIII. PRESENTATIONS

1. NCTV18 Annual PEG (Public, Educational and Government) Access Channel Report.
2. Capital Program Committee: FY 2022 Capital Project Recommendations.

IX. REAL ESTATE MATTERS

1. Request for Approval and Execution of Purchase and Sale Agreement, Quitclaim Deed and Settlement Statement for Town-owned Yard Sale Parcels Known as Parcel 1, Quaril Street and Parcel 4, Hancock Street as Shown on Plan of Land Entitled "Plan of Taking for the Town of Nantucket in Nantucket, Mass.," Dated October 13, 2020, Prepared by Earle & Sullivan, Inc. and Recorded with Nantucket County Registry of Deeds as Plan No. 2020-57, Pursuant to Vote on Article 97 of 2014 Annual Town Meeting.
2. Request for Approval and Execution of Purchase and Sale Agreement, Quitclaim Deed and Settlement Statement for Town-owned Yard Sale Parcels Known as Parcel 2 and Parcel 3, Quaril Avenue and Parcel 5, Hancock Street as Shown on Plan of Land Entitled "Plan of Taking for the Town of Nantucket in Nantucket, Mass.," Dated October 13, 2020, Prepared by Earle & Sullivan, Inc. and Recorded with Nantucket County Registry of Deeds as Plan No. 2020-57, Pursuant to Vote on Article 97 of 2014 Annual Town Meeting.
3. Request for Approval and Execution of Purchase and Sale Agreement, Quitclaim Deed and Settlement Statement for Town-owned Yard Sale Parcels Known as Parcel 6 and Parcel 7, Hancock Street as Shown on Plan of Land Entitled "Plan of Taking for the Town of Nantucket in Nantucket, Mass.," Dated October 13, 2020, Prepared by Earle & Sullivan, Inc. and Recorded with Nantucket County Registry of Deeds as Plan No. 2020-57, Pursuant to Vote on Article 97 of 2014 Annual Town Meeting.
4. Request for Approval and Execution of License Agreement with Richmond Great Point Development, LLC for Access over a Portion of Ironwood Road, Formerly Known as Nancy Ann Lane to the Portion of Ironwood Road Owned by Richmond for Access to Old South Road.

5. Request for Approval and Execution of Discharge of Housing Rehabilitation Loan Program Promissory Note for Roni N. and Andrew Roberts for 16 Allens Lane.
6. Request for Approval and Execution of Discharge of Housing Rehabilitation Loan Program Promissory Note for Mary P. Lockley for 7 Meadow View Drive.

X. PUBLIC HEARINGS I

1. Public Hearing to Consider the Taking of All or Any Portions of Paper Streets for Public Access, Open Space, Recreational Use Purposes and/or General Municipal Purposes and for the Purpose of Conveyance of Fee Title or Lesser Interests, Together with any Public and Private Rights of Passage, as Authorized by MGL Chapter 79 and Vote on Article 83 of 2012 Annual Town Meeting:
 - a) Portion of School Street, Laurel Street and Shawaukema Avenue Shown as Easement Area E-1 and Easement Area E-2 on Plan of Land Entitled "Roadway Acquisition Plan @ #3 Gladlands Ave, Nantucket, MA," Dated September 10, 2020, Prepared by Earle & Sullivan, Inc. (Continued from October 7, 2020; October 28, 2020; November 18, 2020; December 16, 2020).
2. Public Hearing to Consider the Taking of Portion of Maclean Street and Wannacommet Street Shown as "Easement Area" on Plan of Land Entitled "Roadway Easement Acquisition Plan #1 White Street in Nantucket, Massachusetts," Dated December 9, 2020, Prepared by Earle & Sullivan, Inc. for Public Access, Open Space and/or General Municipal Purposes and for the Purpose of Conveyance of the Fee Title or Lesser Interests, Together with any Public and Private Rights of Passage, as Authorized by MGL Chapter 79 and Article 100 of 2011 Annual Town Meeting and Vote on Article 83 of 2012 Annual Town Meeting.

XI. TOWN MANAGER'S REPORT

1. FY 2022 Enterprise Fund Budget Presentation: Sewer (Tabled from January 20, 2020).

XII. SELECT BOARD'S REPORTS/COMMENT

1. Committee Reports.

XIII. PUBLIC HEARINGS II

1. Public Hearing to Consider the Appeal of ACK Smart Energy of Historic District Commission Disapproval of Certificate of Appropriateness No. HDC2020-11-2295 for Rooftop Solar Panels for Property Located at 9 Dennis Dr., Map 67, Parcel 366.

XIV. ADJOURNMENT

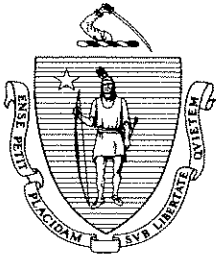
****Identified on Agenda Protocol Sheet***

Select Board Agenda Protocol:

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

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

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



OFFICE OF THE GOVERNOR
COMMONWEALTH OF MASSACHUSETTS
STATE HOUSE • BOSTON, MA 02133
(617) 725-4000

CHARLES D. BAKER
GOVERNOR

KARYN E. POLITO
LIEUTENANT GOVERNOR

**ORDER SUSPENDING CERTAIN PROVISIONS
OF THE OPEN MEETING LAW, G. L. c. 30A, § 20**

WHEREAS, on March 10, 2020, I, Charles D. Baker, Governor of the Commonwealth of Massachusetts, acting pursuant to the powers provided by Chapter 639 of the Acts of 1950 and Section 2A of Chapter 17 of the General Laws, declared that there now exists in the Commonwealth of Massachusetts a state of emergency due to the outbreak of the 2019 novel Coronavirus (“COVID-19”); and

WHEREAS, many important functions of State and Local Government are executed by “public bodies,” as that term is defined in G. L. c. 30A, § 18, in meetings that are open to the public, consistent with the requirements of law and sound public policy and in order to ensure active public engagement with, contribution to, and oversight of the functions of government; and

WHEREAS, both the Federal Centers for Disease Control and Prevention (“CDC”) and the Massachusetts Department of Public Health (“DPH”) have advised residents to take extra measures to put distance between themselves and other people to further reduce the risk of being exposed to COVID-19. Additionally, the CDC and DPH have advised high-risk individuals, including people over the age of 60, anyone with underlying health conditions or a weakened immune system, and pregnant women, to avoid large gatherings.

WHEREAS, sections 7, 8, and 8A of Chapter 639 of the Acts of 1950 authorize the Governor, during the effective period of a declared emergency, to exercise authority over public assemblages as necessary to protect the health and safety of persons; and

WHEREAS, low-cost telephone, social media, and other internet-based technologies are currently available that will permit the convening of a public body through virtual means and allow real-time public access to the activities of the public body; and

WHEREAS section 20 of chapter 30A and implementing regulations issued by the Attorney General currently authorize remote participation by members of a public body, subject to certain limitations;

NOW THEREFORE, I hereby order the following:

(1) A public body, as defined in section 18 of chapter 30A of the General Laws, is hereby relieved from the requirement of section 20 of chapter 30A that it conduct its meetings in a public place that is open and physically accessible to the public, provided that the public body makes provision to ensure public access to the deliberations of the public body for interested members of the public through adequate, alternative means.

Adequate, alternative means of public access shall mean measures that provide transparency and permit timely and effective public access to the deliberations of the public body. Such means may include, without limitation, providing public access through telephone, internet, or satellite enabled audio or video conferencing or any other technology that enables the public to clearly follow the proceedings of the public body while those activities are occurring. Where allowance for active, real-time participation by members of the public is a specific requirement of a general or special law or regulation, or a local ordinance or by-law, pursuant to which the proceeding is conducted, any alternative means of public access must provide for such participation.

A municipal public body that for reasons of economic hardship and despite best efforts is unable to provide alternative means of public access that will enable the public to follow the proceedings of the municipal public body as those activities are occurring in real time may instead post on its municipal website a full and complete transcript, recording, or other comprehensive record of the proceedings as soon as practicable upon conclusion of the proceedings. This paragraph shall not apply to proceedings that are conducted pursuant to a general or special law or regulation, or a local ordinance or by-law, that requires allowance for active participation by members of the public.

A public body must offer its selected alternative means of access to its proceedings without subscription, toll, or similar charge to the public.

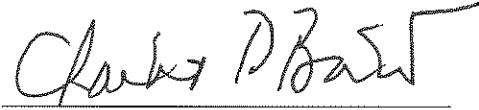
(2) Public bodies are hereby authorized to allow remote participation by all members in any meeting of the public body. The requirement that a quorum of the body and the chair be physically present at a specified meeting location, as provided in G. L. c. 30A, § 20(d) and in 940 CMR 29.10(4)(b), is hereby suspended.

(3) A public body that elects to conduct its proceedings under the relief provided in sections (1) or (2) above shall ensure that any party entitled or required to appear before it shall be able to do so through remote means, as if the party were a member of the public body and participating remotely as provided in section (2).

(4) All other provisions of sections 18 to 25 of chapter 30A and the Attorney General's implementing regulations shall otherwise remain unchanged and fully applicable to the activities of public bodies.

This Order is effective immediately and shall remain in effect until rescinded or until the State of Emergency is terminated, whichever happens first.

Given in Boston at 8:40 PM this 12th day of
March, two thousand and twenty.

A handwritten signature in dark ink, appearing to read "Charles D. Baker". The signature is written in a cursive style with a large, sweeping "C" and a distinct "B".

CHARLES D. BAKER
GOVERNOR
Commonwealth of Massachusetts

From: [Matt Fee](#)
To: [Erika Mooney](#)
Cc: [Dawn Hill Holdgate](#)
Subject: CRP Open House Jan 28
Date: Thursday, January 14, 2021 12:17:08 PM

Please share open house in SB announcements next couple weeks. Date and time below. Thanks

Dear CRAC Member,

I am writing today to announce the launch of the public planning process leading to Nantucket's first comprehensive Coastal Resilience Plan (CRP). The CRP is a critical step in the Town's process of preparing for and adapting to the effects of climate change, including increasingly intense and frequent coastal flooding, erosion, and future sea level rise.

The CRP will analyze risks to the Town's homes and businesses, public infrastructure, economy, civic spaces, and historic and natural resources, and propose location-specific interventions for reducing long-term risks and increasing resilience. The process will build on prior and ongoing studies led by the Town, including those available in the Nantucket [Coastal Resilience Library](#).

The project team will work in close partnership with the Nantucket community and other groups to develop the CRP. The plan will be completed in Fall 2021 and involve multiple opportunities for public input.

We invite you to explore the [CRP website](#) for additional information and to complete and share this [short form](#) to let us know how best to reach you for future project updates.

Please also save the date of **January 28th at 5:30 pm** for the first [Nantucket CRP Community Open House](#), which will be an opportunity to learn about coastal resilience from the project team and provide your perspectives and experience. Share the event with your friends, family, and neighbors!

Please [RSVP](#) if you plan to attend!

In the meantime, please do not hesitate to reach out to me if you have any questions.

Vincent Murphy

Natural Resources Department

Coastal Resilience Coordinator

vmurphy@nantucket-ma.gov

This email was scanned by Bitdefender

NCTV18

Annual Report

2020

January 2021

Family-Individual-Organization-Business Members

30% Increase in Membership

FAMILY & INDIVIDUAL

Michelle Birmingham
Gretchen Callahan
Mark Carapezza
Russell Carrick
Mary Casey
Sunny Daily
Cullen James Devine
Timothy Ehrenberg
Jeffrey Fine
Arthur Gasbarro
Tamara Grenier
Keaton Goddard
Dominic Golding
Jule Hall
Frank Hanlon
Candice Heydt
Christopher Holmes
Jamie Holmes
Susan Crehan-Hostetler
Jane Kay
Suzanne Keating
Moirar Leveille
Santjes Oomen-Lochtefeld
James Meehan

FAMILY & INDIVIDUAL

Tom McGlinn
Charity Grace Mofsen
Traci Nguyen
Kit Noble
Eileen OGara
Andrea Planzer
Brian Potter
Michael Proch
Jodi Ray
Hillary Rayport
Georgia Raysman
Eli Rosenberg
Ray Saunders
Sanchez Saunders
Geoff Smith
Durand Spence
Wendi Swiatek
Francisco Tavarez
Kathleen Tyree
Chris Young
Jacquelyn Boucher Watterson
Jack Weinhold

ORGANIZATION & BUSINESS

ACK Now
Alliance for Substance Abuse Prevention
Artists Association of Nantucket
Bartlett's Farm
Congregational Church
Egan Maritime Institute
Robert & Marsha Egan Family Fund
Girl Scouts of Eastern Mass, Inc.
Great Harbor Yacht Club
Eurasia Group
Fairwinds Counseling Center
Interfaith Society
Madaket HOA
Linda Loring Foundation
Maria Mitchell Association
MAKE
Mass Audubon
Medcon International
Mirick O'Connell Attorneys at Law
Nantucket Ballet
Nantucket Boys & Girls Club
Nantucket Book Festival
Nantucket Center for Elder Affairs
Nantucket Civic League
Nantucket Conservation Foundation
Nantucket Community Music Center
Nantucket Cottage Hospital
Nantucket Community Preservation Committee

ORGANIZATION & BUSINESS

Nantucket Dreamland Foundation
Nantucket Golf Club Foundation
Nantucket Historical Association
Nantucket Hotel
Nantucket Island Chamber of Commerce
Nantucket Land Council
Nantucket Lightship Basket Museum
Nantucket Litter Derby
Nantucket Pond Coalition
Nantucket Island Safe Harbor for Animals
Nantucket Preservation Trust
Nantucket Tipping Point
Out To See
Surfside HOA
Sustainable Nantucket
St. Paul's Church
Sankaty Head Caddie Camp
Surfside Association (HOA)
Quidnet Squam Association (HOA)
Punki Eli's Kitchen
Shirat Ha Yam
Swim Across America
Small Friends on Nantucket
Theatre Workshop of Nantucket
The Sweeney Agency
The Westmoor Club
Worcester Polytechnic Institute

Donor Support

Joe Aguiar
Denese Allen
Heather Aveson
Andrzej Bartkowiak
Jessie and John Brescher
David Brown
Annie Bissinger
Jane Carlin
Mark Carapezza
Jane Carlin
Anastasia Cher
Jennifer Cohen
Posie Constable
John Copenhaver
Gennifer Costanzo
Gonzague de Luze
Dan Driscoll
Jana Duarte
Brenda Dunham
Donna Elle
Lisa Getter
Rob Giacchetti
Charles Gieg
Ellie Gott
Joe Grause
Tamara Grenier
Kim Guertin
Bonnie Harlan
Charlie Hoilman
Gail Holdgate

Suzanne Keating
Patience Killen
Denice Kronau
Alexandra La Paglia
Corina Larkin
James Meehan
Kathy Melrod
Brooke Mohr
Jill Mooradian
Peter Morrison
Julie Motchok
Wendi Murrell
Nancy Newhouse
Kit Noble
Arlene O'Reilly
Maria Partida
Joe Paul
Carol Pillion
Jose Reyes
Sindy Rivera
Maria Roach
Binth Rustad
Steven Ross
Charles Stott
Gregg Tivnan
Charles Walters
Suellen Ward
Chip Webster
Theresa Williams
Randy Wight

Business Sponsor

Mind's Eye Communications
Glidden & Brescher, P.C.
Dune Restaurant + Bar
September Productions

Foundation Partners

Nantucket Cottage Community Health Fund
ReMain Nantucket
Community Foundation Nantucket
Nantucket Golf Club
Nantucket Cultural Council
Nantucket Arts Council
A.S.A.P.
Keep the Rock Solid

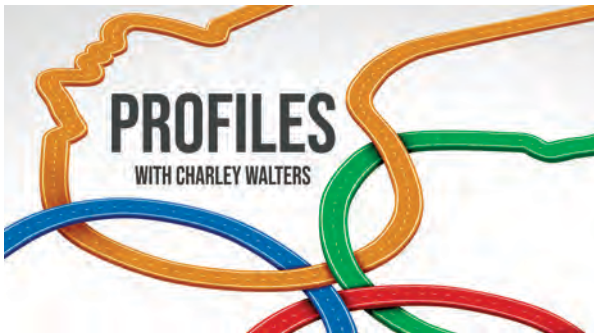
166%

Increase in support

NCTV PARTNER PROGRAMMING



NCTV ORIGINAL PROGRAMMING



NCTV MEMBER PROGRAMMING



PUBLIC SERVICE ANNOUNCEMENTS



Original Programming

Urgent and Necessary Communications

- **Immediate Release** Press releases from authorities about breaking news on the island.
- **Nantucket Pulse: COVID-19 Impacts** Weekly news program hosted by Roberto Santamaría about COVID-19 developments.
- **Nantucket Pulse Wellness** Weekly talk show hosted by Natalie Ciminero with a health and wellness experts offering advice.
- **Hospital PSAs** Communications from island health authorities on COVID updates and information for encouragement to flatten the curve.
- **NCTV PSAs** Spotlighting Nantucketers encouraging viewers to *wear a mask & Census Q&A with Martha Tirk*.
- **Spotlight** Live, public Q&A on Channel 18 and YouTube with island COVID-19 decision-makers.
- **Small Biz Updates** Live talk show hosted by the President of the Nantucket Chamber of Commerce with guests offering advice to Nantucket businesses affected by the pandemic.
- **News Ticker on Channel 18** Text scroll at the bottom of the TV screen showing updates about COVID-19 case counts, cancellations, Town news, Commonwealth news, and resources for viewers updated daily.
- **NCTV18.ORG + Channel 18 Community Bulletin Board**, Channel 18 runs a slideshow that includes video between programming shows similar to TV commercials. This is updated with new information as it comes in and includes COVID-19 updates from the Town , the hospital, the Commonwealth, and other qualified sources. During 2020, it included daily graphs tracking the curve of COVID-19 cases on the island.

ADULT EDUCATION

- PODCASTING
- ZOOM CONFERENCING
- EDITING
- LIGHTING
- FILMING
- PHOTOGRAPHY
- PHOTOSHOP
- DRONE FILMING
- SCREENWRITING
- STORYBOARDING

YOUTH EDUCATION



500+%

Increase of traffic to nctv18.org
Average 2,700 new visitors per month.

Analytics

566,474

Reach Engagements Combined

On Channel 18

Comcast Subscribers 10,000

NCTV aired 533.5 unique hours of content.

Over half (56.5%) of those unique hours were live coverage.

NCTV staff personally created 93.5% of the content that aired on Channel 18.

Our channel airs programming focused on Nantucket 20 hours a day, every single day.

40+

Non Profits were assisted by NCTV to help
bring awareness and raise fund for their
organization

116,000.00 Views on YouTube Channel

The top 3 most viewed PSAs are:

- Real people wear masks. **19,512 views**
- Town of Nantucket & Nantucket Cottage Hospital PSA on Covid. **14,116 views**
- The Covid Minute – Update from Select Board Chair 4/10/20 **1,359 views**

4,000

Facebook and Instagram Combined Followers

Town Government

- Select Board
- Airport Commission
- Conservation Commission
- Board of Health
- Finance Committee
- School Committee
- Historic District Committee
- Planning Board
- Zoning Board of Appeals
- Nantucket Planning and Economic Dev. Committee

In addition to the town meeting coverage, NCTV has created several emergency PSAs in 2020, paid for by its core funding with Comcast.

PSA topics:

- PFAS Contamination
- Voting protocols during the pandemic
- COVID-19 news up dates

Because of NCTV's commitment to the Nantucket community and effective communications, we held steadfast with:

- 24-hour turnaround
- Weekend service
- Subtitles in Portuguese, Bulgarian, and Spanish

82%

Increased in staff time for government coverage 2017-2020.

40%

Increased in Comcast funding (3% - 5%) in last 2020

Portion of Comcast Funds Used for 2020 Government Broadcast

	Amount Funded By Franchise Fee
Town Meeting Coverage	\$77,953
Public Service Programming	\$26,650
Communications	\$14,248
Total	\$118,851

NCTV online coverage, communication marketing, and increase in Comcast Funding, we:

- Assisted with growth viewership of Town meeting videos by over **340%** compared to 2019.
- Increased NCTV staff to accommodate the government coverage.
- Spent over 1,138 hours of NCTV staff time on meeting coverage for the Town of Nantucket.
- Developed communication strategies via NCTV marketing team to keep the community informed and connected.

Budget

NCTV Budget for 2021

Income Descriptions	Amount
Memberships	\$7,000
Production	\$150,000
Rental	\$300
Classes	\$7,000
Comcast Capital for Equipment	\$40,000
Comcast Franchise Fee	\$520,000
Fundraising	\$83,000
Interest / Investments	\$5,000
Total income	\$812,300

Exeption Description	Amount
Section A - Personal Expenses - PayRoll, taxes health ins etc.	\$550,000
Section B - Equipment	\$40,000
Section C - Occupancy, inc utilities	\$59,980
Section D - all other expenses inc. Operations, Production, Subscriptions (see full budget)	\$67,720
Section E - Professional Services	\$94,600
Total expenses	\$812,300

TOWN OF NANTUCKET – CAPITAL PROGRAM COMMITTEE

FY22 REPORT AND RECOMMENDATIONS

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Appendix A – Capital Requests by Account & Department

Appendix B – Capital Requests by Funding Source

Appendix C – Appropriations & Expenditures To-date (FY22 Capital Requests)

Appendix D – Town of Nantucket Tax Rate History

Appendix E – Capital Project Request Form (Specimen)

Appendix F – Typical MA Municipal Capital Funding Sources

INTRODUCTION

The Town of Nantucket (Town) continues to recognize that procurement, construction, and maintenance of its capital assets are critical activities essential to its future fiscal health and the appropriate delivery of services to citizens and businesses. Arising therefrom, the primary objective of Capital Program Committee (CapCom) is to develop, carefully plan, and to maintain a comprehensive Capital Improvement Plan (CIP) that promotes stability and stewardship. The foregoing, and all aspects of this report that follow, per revisions to Town Financial Policies & Procedures (FP&P) adopted by the Select Board, November 16, 2016. The FP&P represent a best practice requirement of the Town to participate in, and benefit from, the Massachusetts Community Compact program.

This report is the culmination of many dedicated hours of the CapCom, our Town Manager & Administration, the Finance Department, Department Heads, and others. CapCom is grateful for their ongoing assistance—appropriate development and success of the CIP depends on each of these efforts and objective professionalism—we take this opportunity to thank all involved for their timely contributions.

The Chair takes this opportunity to thank each of committee member listed below; your continued interest and regular engagement is a testament to community involvement; your patience through seemingly endless meetings is a worthwhile endeavor; you are planting trees whose shade you may never sit in—thank you for your efforts.

Respectfully, the Town of Nantucket Capital Program Committee:

Chair, At-large – Stephen Welch
Vice Chair, At-large – Peter Kaizer
Secretary, At-large – Richard Hussey
Select Board Representative – Jason Bridges
Finance Committee Representative – Peter McEachern
Member-At-Large Representative – Christy Kickham,
NP&EDC Representative – Kristie Ferrantella

SUMMARY OF CAPITAL ALLOCATIONS (BY ACCOUNT)

For Fiscal Year 2022 (FY22), of 55 requests totaling \$63.26M, the Capital Program Committee recommends capital allocations for 52 requests totaling \$56.33M. All values are shown in millions (M).

GENERAL FUND & ENTERPRISE ACCOUNT TOTALS: \$56.33M

GENERAL FUND

Dept. Public Works (DPW)	
Facilities	\$6.5M
General	\$5.06M
Transportation	\$7.56M
Fire Dept.	\$86M
IS/GIS	\$1.18M
Marine	\$5.9M
Police	\$9.0M
School	\$15.2M
Town Administration	\$4.5M
General Fund Total: \$23.61M	

ENTERPRISE ACCOUNTS

Airport	\$25.32M
Sewer	\$6.4M
Wannacomet Water Company	\$1.0M
Enterprise Accounts Total: \$32.72M	

See too:

- Appendix A – Capital Requests by Account & Department (w/Request Descriptions)

SUMMARY OF FUNDING SOURCES

Shown are funding sources for General Fund & Enterprise Accounts:

GENERAL FUND & ENTERPRISE ACCOUNT TOTALS:	\$56.33M
--	-----------------

GENERAL FUND

Ambulance Reserve Fund	\$0.05M
Borrowing ¹	\$1.77M
Capital Exclusion	\$0.59M
Debt Exclusion	\$8.77M
Facilities Borrowing Mechanism ²	\$6.50M
Free Cash	\$4.99M
Raise & Appropriate ³	\$0.94M

General Fund Total: \$23.61M

¹ = Town Manager (TM) anticipates these may be funded w/in Prop. 2-1/2 Levy Limit

² = See Appendix B, General Fund, footnote 2.

³ = Capital investment required by Code, see Appendix B, General Fund, footnote 3

ENTERPRISE ACCOUNTS

Borrowing ¹	\$30.94M
Reserve	\$1.00M
Retained Earnings	\$0.78M

Enterprise Accounts Total: \$32.72M

¹ = See Appendix B, Enterprise Accounts footnotes 1 & 2.

See too:

- Appendix B – Capital Requests by Funding Source
- Appendix F – Typical MA Municipal Capital Funding Sources

FY22 REQUESTS ≥ \$1M (BY ACCOUNT)

Shown are capital requests of greater than or equal to \$1M, by Fund-type, keyed to each request's Project Code:

GENERAL FUND

DPW - FAC.	Future Projects ¹	\$2.15M
DPW - FAC.	Gen Bldg. Envelope - Roof/Siding/Wdws. (Reps/Repl)	\$1.18M
DPW - FAC.	Newtown Road Improvements	\$1.20M
DPW - FAC.	Road improvements/Maintenance Island Wide	\$1.25M
DPW - FAC.	Sidewalk Improvement Plan	\$1.06M
DPW - FAC.	Surfside Area Roads Reconst Phase 2: Lover's Lane	\$3.27M
DPW-GNRL	Children's Beach Storm Water Pump (HMP ID #F9)	\$3.30M
DPW-GNRL	Nobadeer Field House (Supplementary Funding)	\$1.00M
SCHOOL	Campus Wide Improvement Plan	\$1.00M

¹ = See Appendix A, General Fund, footnote 1.

ENTERPRISE ACCOUNTS

AIRPORT	Airport Improvement Projects (AIP)	\$16.65M
AIRPORT	Fuel Farm Rehab-2nd Supplemental Request	\$1.00M
AIRPORT	Groundwater and Soil Investigation	\$6.70M
SEWER	Capacity, Mgmt., Operation & Maint (CMOM)	\$2.00M
SEWER	South Shore Road Sewer	\$3.50M
WATER	Water Main Replacement	\$1.00M

See too:

- Appendix A – Capital Requests by Account & Department

PROJECTED COST OF BORROWING IMPACTS

GENERAL FUND – PROJECTED TAXPAYER IMPACTS

Project/Purpose	Type of Exclusion	Residential		Com./Ind./PP		Open Space	
		Projected Rate	Projected Increase	Projected Rate	Projected Increase	Projected Rate	Projected Increase
Capital Equipment Exclusion ¹	Capital	\$3.66	\$0.0310	\$6.25	\$0.0490	\$3.45	\$0.0246
Newton Road Improvements	Debt	\$3.63	\$0.0039	\$6.20	\$0.0028	\$3.43	\$0.0000
Children's Beach Storm Water Pump (HMP ID #F9)	Debt	\$3.64	\$0.0102	\$6.21	\$0.0135	\$3.43	\$0.0050
Surfside Road Area: Phase II - Lovers Lane Road & Multi-use	Debt	\$3.64	\$0.0101	\$6.21	\$0.0134	\$3.43	\$0.0049
Nobadeer Field House (Supplementary Funding)	Debt	\$3.63	\$0.0033	\$6.20	\$0.0017	\$3.43	\$0.0000
Totals:		\$3.69	\$0.0585	\$6.28	\$0.0803	\$3.46	\$0.0345

Assumptions:

- Assumptions are based on FY21 approved values and tax rates using a shift of 1.70 and Residential Exemption of 25%
- FY21 Residential Tax Rate is \$3.63 per thousand.
- FY21 Commercial Tax Rate is \$6.20 per thousand
- FY21 Open Space Rate is \$3.43 per thousand
- CIP=Commercial, Ind. & Personal Property. \$2M was selected as the benchmark assessment for commercial properties
- Principal and Interest charges are based on 4% over 20 years

Notes:

- 1 = For CapCom detail see Appendix B – Capital Requests by Funding Source, General Fund, Capital Exclusions; above amount incl. (2) vehicles [one for Natural Resources Development, one for Planning & Land Use Services] that did not meet \$50K min. review req.
- There are currently 18 properties classified as Open Space. Their average value is \$118,682
- Nantucket has not adopted an "Open Space Discount"/ Difference between Open Space & Res. is the cost of the Res. Exemption

See too: "Appendix D – Town of Nantucket Tax Rate History"

ENTERPRISE ACCOUNTS – RATEPAYER IMPACTS

Water & Sewer: The Wannacomet Water Co. Commission sets revenue requirements resulting in a rate schedule adequate for its needs, including for ongoing operations, existing and anticipated capital improvements, and anticipated necessary reserves. Modifications to its rate schedule are through a public hearing process. (See <https://tinyurl.com/yb7p7gm9>) The foregoing is generally accurate for the Town of Nantucket Sewer Dept., through the Town of Nantucket Sewer Commission. For sewer usage, a tiered rate structure—and a sewer privilege and a capacity usage fee, as may be applicable—are intended to equitably generate revenue for sewer operations. (See: <https://tinyurl.com/y3kwxrxz>)

Airport: The Nantucket Memorial Airport pays its obligations from operating revenue derived from a rate schedule of fees and charges for aeronautical, non-aeronautical, ground transportation, advertising, and other services; its rate schedule is determined by the Nantucket Memorial Airport Commission through a public hearing process. Borrowings authorized (other than for AIP Projects) are typically funded under Bond Anticipation Notes (BANs), which are paid off by certified Retained Earnings. Latest posted rate activity is found here: <https://tinyurl.com/yd57ex8z> .

DEBT SERVICE – PRINCIPAL & INTEREST

General Fund and Enterprise Accounts Amortization Tables provide a projection of debt service schedule, including principal, coupon (interest) rate, interest (\$), and payments. Bond projections are based on the assumptions provided, below. At the time of this report, General Fund and Enterprise Accounts Amortization Tables were not available. As of their availability, a revision to this page will provide web-links to the tables.

General Fund Amortization Tables

[INSERT URL]

General Fund: Principal & Interest are based on 4% over 20 years.

Enterprise Accounts Amortization Tables

[INSERT URL]

Enterprise Accounts: Principal & Interest are based on % and years TBD.

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STATEMENT OF PROCEDURES

To address its mandate (<https://tinyurl.com/uj95b7t>), which is to help guide the Town's capital-related investments and objectives, Capital Program Committee (CapCom) maintains certain procedures and undertakes various initiatives. CapCom also conducts an annual self-examination of related matters. Of note at this time:

- **Capital Project Request Forms.** CapCom starts its review process collecting and evaluating comprehensive capital project request forms required of department heads for each capital request. For various utility, by design, form data is entered directly to a relational database; CapCom accesses this information in a secure online environment. After evaluating forms for completeness, CapCom hosts department heads and our Town Manager (TM), Finance Director, and Assistant Finance Director for in-depth Q&A sessions; supplemental information, requested as applicable, helps CapCom complete its process.
- **Prioritization & Ranking.** After comprehensive analysis and evaluation, CapCom prioritizes and ranks each fiscal year capital request:
 - For integrity of process, linking community needs and goals (e.g., service objectives, health and regulatory requirements, and strategic and master plans) and a transparent, unbiased methodology are required.
 - To help address this task, CapCom designed and deployed an Analytical Hierarchy Process (AHP) framework keyed to the Town's Financial Policies & Procedures (FP&P) criteria; AHP establishes a comprehensive, rational framework and systematizes valuation and application of multiple, diverse criterion, incorporating the diversity of members' expertise while smoothing subjectivity; wildly oversimplified, it is a mathematically-based, human and social science-informed, blind judging framework. As a result of its use and application, each request is subject to a single set of objective review standards and analyzed in the context of community-wide needs. Use of the worksheet produces a numerical Rank of Relative Importance (RORI) per request, which rankings inform CapCom deliberations. Perhaps of interest—not every criterion (and its respective value) applies to every request, and as a result, a RORI value of “80” is actually quite high.
 - Expansion of the RORI (to include financial and social impacts, risk-management variables, Total Cost concepts, and others) and developing its use (to better incorporate criteria of the FP&P, in CapCom and other Town evaluations) are necessary to meet FP&P objectives and better align the Town's capital investment with community goals.

Note: Subject to funding availability and deliverability within the upcoming fiscal year, higher-valued RORI requests are typically recommended for funding; lower-valued RORI requests are typically moved, as out-year review, into the Town's 10-year CIP List; whenever reliable cost-forecasting is available, that cost is included in the 10-Year CIP List and in the alternative, more often than not, order of magnitude placeholder-values are often requested.

- **Annual Timeline & Related:**
 - For the FY22 budget-cycle, due to COVID 19, CapCom met via Zoom video-audio conferences with its meetings available thereafter on the Town's YouTube channel.

STATEMENT OF PROCEDURES

- In June, CapCom begins to discuss and prepare the upcoming capital budget cycle. Due to the volume of capital requests and often the complexity and high costs of requests, CapCom’s preparation and review (including to work its broader charge under the Financial Policies & Procedures (FP&P)) require weekly meetings that span several months. It is fair to state the process is intensive, and more so for a volunteer core. On subject matter it’s also fair to say, it’s typically pretty dry.
- In July, CapCom begins to receive access to detailed Department capital project requests; see Appendix E – Capital Project Request Form (Specimen). This year, due to COVID 19, access to initiate review was in mid-September. This year too, to address concerns for more information sharing, CapCom engaged in a “Capital – Early & Often” initiative; under this initiative, Finance Committee (FinCom) and Select Board (SB) received login-in credentials to access detailed request information on a per request level at nearly the same time as CapCom received these—comments not received by CapCom indicate this is a worthwhile regular event.
- Beginning in October, Town Manager (TM) provides the SB a monthly Capital Program update during its regular meetings, and through this forum to the interested public. This year, as part of Capital - Early & Often, TM provided invites to Finance Committee (FinCom) and CapCom members—feedback has been positive.
- This year, in mid-November, again as part of Capital - Early & Often, CapCom met with FinCom and SB to jointly review FY22 capital requests and the 10-year CIP List; CapCom fielded process-related questions; TM was available to field request-specific questions. Attendees agreed the information-sharing meeting and its timeline were helpful—this looks to be a worthwhile regular event.
- In mid-December—to facilitate planning of funding sources for its recommendations and as a material update to the SB through TM, and FinCom through its CapCom liaison—CapCom provides a list of requests likely to be recommended for funding in the upcoming fiscal year. This year, as part of Capital - Early & Often, CapCom, CapCom provided FinCom a copy of its preliminary recommendation for their review and comments through their CapCom liaison—comments received by CapCom were all positive, this also looks to be a worthwhile regular event.
- In early-mid January, as a function of other budgetary matters, potential funding sources are identified by the Town’s Finance Director and TM; shortly thereafter, CapCom meets to review, discuss, and vote its recommendation on funding sources and to reconcile discrepancies, if any, with the TM.
- In mid-January, after funding sources recommendations (from the Finance Director and TM) are firmed up, and the SB preliminarily adopts capital funding sources, related matters such as tax rate impacts are tallied for inclusion in the CapCom report and for later notice (per Commonwealth regulation).
- In late-mid January, with relevant information in hand, CapCom prepares its draft report. Given the strong interrelationship between its recommended requests, funding and capacity, tax impacts and the like, CapCom drafts its report after relevant information is fully, or at least reasonably, gathered.

STATEMENT OF PROCEDURES

- In late January, after final review by its membership, CapCom issues its final annual report with recommendations, with original copy provided to the SB and FinCom at a joint meeting hosted by the SB. Facing extensive requests and large funding requirements, and consistent with the FP&P, CapCom provides accurate funding source and tax impact information in its annual report.

- ***Other Communication & Planning:***

- *Committee Updates.* CapCom affirms the utility of SB and FinCom receiving updates on material matters throughout the course of the budget cycle, and their voicing any related concerns, as reported by their respective CapCom. Chair notes that the oversight of more regular involvement with Nantucket Planning & Economic Development Commission (NP&EDC) should be remedied going forward.

Note: In attempt to regularize committee reporting of goings-on for CapCom's SB, FinCom, and NP&EDC liaisons, an information transmittal sheet (the "Green Sheet") was attempted early in this budgeting cycle but was found wanting; alternatives are addressed in the following recommendations. Also, subject to development of database reporting capability, important information (e.g., projects, by year or otherwise; prior appropriations and expenditures to-date; project status, CapCom review status, etc.) can be readily accessible to Select Board and FinCom at the click of mouse, through a secure portal. Still, CapCom anticipates targeted future use of Green Sheets to convey timely information on topics such as Funding Capacity, Capital Reserves, etc.

- *Department Liaisons.* Ordinarily, CapCom designees serve as liaisons to departments to review current and out-year capital requests in situ, to develop a thorough understanding of department needs for insight during CapCom deliberation, and to observe capital maintenance and other reasonable concerns. As a result of CapCom composition (which as previously alluded to includes a member from each of the FinCom, NP&EDC, and SB, the exercise is also intended to provide a degree of insight to integrational planning. However, during this budgeting cycle, CapCom liaison involvement was due to COVID 19 not activated by TM. CapCom reaffirms the importance of department liaisons.
- *Strategic Integrated Planning Sessions (SIPS).* Last year, to help broaden decision-maker and advisor communications, and to provide an opportunity for discussion on emergent and long-term capital-related matters and to try and keep perspective on 'Causes of The Day', CapCom suggested and initiated SIPS with thanks to the TM. Matters addressed or discussed included i) Town Meeting Article guidance for citizens, including a Q&A format revision regards financial and social costs and related impacts and benefits, ii) discussion around the "Bear of a Task" engaging stakeholders and constituents such that they are informed about important capital expenditures, and iii) other matters not ordinarily addressed without group support. These sessions are affirmed, but to be fruitful, are best as agenda-driven and brief.

PROCEDURAL RECOMMENDATIONS

CAPCOM AFFIRMS PRIOR YEAR COMMENTS & RECOMMENDATIONS

As stated in previous CapCom reports, the Town's aging and lack of certain essential infrastructure and equipment require appropriate capital investment—including purchase, maintenance, and replacement—while Nantucket's rapidly growing year-round and seasonal population provides constant pressure on the Town for other, new capital infrastructure and inventory. Not widely factored, currently—but to begin to come into focus—are costs to build our community's coastal resiliency and determine timely, adequate hazard mitigation measures; these remain relatively new concerns in response to changes to our natural environment. Whether it is more frequent severe storms or coastal flooding, or other hazards, the Town and community recognize the need to protect our built and natural resources by adaptation, mitigation, and other means; of course, these protections come at a cost. In addition, costs to remediate various environmental conditions are required with likely quick and substantial escalation. As a result of these circumstances, the Town's capital needs will continue to increase in a relatively dramatic fashion for a sustained period. Faced with these challenges and the associated expenses, and the stewardship of responsible governance, a robust, comprehensive, and effective Capital Improvement Plan (CIP) remains essential. Essential too, is highly-effective management of capital assets as exist, and that are acquired or constructed. Professional fiscal management objectives of the Town's FP&P lay the groundwork; faced with these growing pains, including as a result of effects from the natural world, our shortcoming is capacity. In conjunction with existing programming, in keeping with the intent of objectives under the FP&P, to help develop the CIP-process to its intended capacity, and in the interest of smoothing the capital planning process and its impacts, we make the following recommendations:

- *Annual Process – Timeline.* Continue to reevaluate and adjust information-gathering schedules and procedures as necessary to help ensure completion of CapCom's actions as required under the FP&P.
- *Biennial Procedure - CIP Capacity & Funding Analysis.* To reasonably inform CapCom recommendations, biennially model the 10-year CIP to include a 5-year outlook of revenue and expenditure projections (including sub-reports for debt burden, prospective debt issuance, and other relevant metrics), with results presented to CapCom; it is understood and acknowledged that the Town's Finance Director performs more regular, shorter-term modeling of this nature. (See too, *Development of Reliable 10-Year Capital Improvement Plan (CIP)* below.)
- *Biannual Procedure - Capital Project Status Reporting.* Better develop current biannual reporting sessions to monitor approved requests (to include expenditures to-date, the necessity for supplemental funds, scheduling exceptions, and discontinuances of projects or any severe problems, if any) to help identify capital planning shortfalls; foregoing, drawing on an active, readily accessible list of past years projects and their status.
- *System-wide Capacity - Centralize Capital Asset Management.* A result of growing pains and not a matter of blame, the Town's capital asset management is fractured in various regards and important tasks are regularly subject to competing priorities; these circumstances undermine capital programming proficiency and form obstacles to timely and cost effective

PROCEDURAL RECOMMENDATIONS

deliverables. Even simpler request and reporting duties are impaired. With too limited capacity and resources, reasonably comprehensive management of the Town's existing and rapidly expanding capital inventory is unrealistic. These and other negative effects will worsen as the number, cost, and complexity of capital projects increase. Action is required; capital programming needs to be an ongoing process with appropriate resources. A common enterprise-level solution is centralized capital asset management, which streamlines capital programming, budgeting, and sustainment, leveraging dedicated resources to eliminate issues—such as the Town currently experiences—while preempting other issues and problems. Inclusive, rapid development of certain best practices or Nantucket's version are paramount—anything worth doing is worth starting, however imperfectly. Specific examples include deployment of a Town-wide capital asset needs assessment (CANA) and from this data set, a comprehensive asset management plan (AMP). This level of involvement and processing is also required for easier, effective, timely and informed decisions by leadership and to enhance performance of the Town's capital investments—to help ensure high-value returns to the community while helping constituents understand capital needs and the utility of improved community-wide resources.

Carefully developed and implemented, these recommendations create efficiency, savings, and needed relief, along with increased credibility among taxpayers, ratepayers, and others. While some of the recommendations involve procedural changes absorbable through longer-term scheduling of processes, others require funding to complete stated objectives. In all regards, CapCom suggests special attention is required to limit priority-related conflicts among and between Town staff and other resources, and more so during times of cyclical responsibility (e.g. preparation and presentation of the annual operating budget and for Town Meetings, etc.).

Note: The foregoing recommendations were addressed previously in CapCom's FY19 Report & Recommendations, in greater detail, and subsequently summarized (largely as above) in the CapCom's FY20 & FY21 Report & Recommendations; inclusion within this FY22 Report & Recommendations is a strong affirmation of the Town's needs and CapCom's related recommendations, which by their nature are meant to identify and inspire related, important actions. In the face of quickly escalating capital investment requirements there is a need to better equip current and future municipal leaders and decision makers with sufficient tools to act effectively, to enhance and protect the Town's capital assets, and realistically plan for Town's future.

Special Note: It is an understatement, in large part a result of unforeseen factors, that the Town's recent hire of an Assistant Finance Director—tasked in large with capital programming development—has not been highlighted or developed within this report. To suffice for now... The new hire is applauded, demonstrating strong and insightful dedication to the Town's capital needs. And on a personal note, the professionalism and assistance of the Assistant Finance Director (Rick Sears)—jumping in with both feet and then picking up the ball to help run with it—is very welcomed and much appreciated.

PROCEDURAL RECOMMENDATIONS

UPCOMING YEAR - ADDITIONAL COMMENTS & RECOMMENDATIONS

- *Expansion of RORI.* See comment earlier in the body of the report, provided topically under Statement of Procedures: Prioritization & Ranking.
- *Development of the Capital Project Request Form Relational Database.* In 2017, with bright eyes CapCom undertook to overhaul the departmental-level capital request form, conceiving it as a portal of information to a comprehensive capital projects data-collection and program management tool. The request form interface is completed, providing various benefits, not the least of which is the elimination of duplicate data entry and minimization of potential human error. The database was/is intended to be an interactive repository of 'all things capital' (past, present, and 'likely future'), to provide collection and reporting efficiency and features not currently available. Of note, regards recommendations, regular reports (templated to meet Finance, SB, FinCom and CapCom needs) are relatively easily obtainable with potential to cover the entire capital planning process (from submission through financial analysis, ranking, funding source projection, to assist in rapid debt modeling, and to inform other interested public bodies). Presently, while not disparaging efforts or advances to-date, the database is under early-stage development; RORI-processing, capital request inputs by department heads, and access for their review by Finance and CapCom have been the primary focus.

So far, RORI inputs and basic management, and relatively gross reporting capabilities are proofed and in use. Properly developed, the database solves for resource conflicts, freeing professional staff for other important tasks while providing timely information access. One of many important elements is to include capital-request-related personnel costs, using an efficient click-to-enter interface for reporting capabilities, to inform Town Manager /Finance Director, Select Board and FinCom budgetary reviews. Another is automated reports to the Select Board, and FinCom, including Prior Year Appropriations w/Expenditures To-date, and direct access to individual capital request forms. Department-level training and access is imperative.

- *Review Town's Debt and Reserve Policy in context of Capital Reserves.* (Self-explanatory.)
- *Development of Reliable 10-Year Capital Improvement Plan (CIP).* It is fair to state the current 10-year CIP is less a plan than it is a partial list of likely future capital projects. This state of affairs directly reflects the lack of capital programming capacity and resources within the Town. MA DOR advises a reasonably accurate 10-year CIP is required for adequate planning of municipal finances. And, facility and department-level equipment and infrastructure management plans, each based on well-developed and properly completed and maintained capital asset needs assessments, are essential to the successful development and efficient use of a municipality's 10-year CIP. Provided adequate resources, development of such a plan, focused for various utility to two 5-year increments, is obtainable and broadly beneficial. An updated version of the 10-year CIP was not available at the time of printing this report.

CapCom acknowledges its recommendations may seem ambitious and understands outcomes cannot happen overnight; still, we strongly support the Town's regular steps towards

enterprise-level capital asset management practices—even small regular steps help to form a material outcome.

Given additional vision and resolve, the proficiency and effectiveness of the Town's Capital Management Program are limited only by the appropriateness of resources engaged in the endeavor; properly administered over time, dramatic savings—including to help fund the capital asset management program itself—may be realized.

Appendix A – Capital Requests by Account & Department

GENERAL FUND			
Code	Department/Request	FY22 Request	CapCom Rec.
DPW Facilities			
FAC-20-008	Facilities Site Paving Annual Updates Site and Paving updates at Town-owned facilities, specifically including 3 East Chestnut - Demolition, Site Work (Brick Bike/Moped Parking). While still to be finalized, incremental preliminary book of work for FY22 includes: Children's, Jetties, and Surfside Beaches, 2FG, DPW Campus	\$0.25M	\$0.25M
FAC-20-001	Gen Bldg. Envelope - Roof/Siding/Wdws. (Reps/Repl) Continue to address and expand General Building repairs, replacement & maintenance: Surfside - trim and reshingling sidewalk; Children's Concession - trim and reshingling sidewalk; Town Building - window renovations; Town Building - roof replacement (incl. has materials removal, slate); 4 Bathing Beach - ext. trim, sidewalk reshingling; 25 Federal Street - ext. trim, sidewalk reshingling; 37 Washington Street - ext. trim, sidewalk reshingling, doors, storm windows; 39 Washington Street - DEMO? Or ext. trim, sidewalk reshingling, etc.; 2FG - ext. reno, gutters, perimeter drain, windows; Tom Nevers Restrooms - int/ext. reno - trim, paint, fixtures, sidewalk reshingling; Tom Nevers - storage building re-roof small outbuilding; Tom Nevers - replace bunker door; Dionis Beach - int/ext. reno. - trim, paint, fixtures, sidewalk reshingling, decking; Sconset Comfort Station - int paint, ext. sidewalk shingling	\$1.18M	\$1.18M
FAC-18-001	Jetties Beach Facility Upgrades Evaluation and repairs to the town owned concession facility located at Jetties Beach. Detailed book of work in Supplemental Docs (in Capital Database, typ.). Cost estimates are based on past experience, however, for the largest item (awnings) see "conceptual bid" of \$500k.	\$0.80M	\$0.80M
FAC-20-005	Municipal Building General Renovations Detailed book of work in Supplemental Docs. Cost estimates are based on past experience, however, there is a high degree of confidence for the largest item (Salt shed, \$400k) due to lack of project complexity; Surfside - ADA Accessibility Updates (Beach access); Town Building - Interior Renovations (flooring, painting, etc.); 37 Washington Street - Interior Renovations (flooring, painting, etc.); DPW Salt Shed Replacement	\$0.75M	\$0.75M
FAC-20-004	Municipal Facility Bathrooms Repair Proposed work is largely at the Children's Beach concession and there remains a certain level of cost and scope to be determined. The \$820,000 request is a preliminary estimate and this project could require supplemental funding. Legacy documentation will be reviewed and updated then plans will be put out to bid.	\$0.82M	\$0.82M
FAC-20-007	Municipal Facility Equipment Replacement Annual repairs/replacements necessary to maintain functioning facilities. Detailed work in Supplemental Docs. Specific cost estimates not available. Estimates from DPW Director.	\$0.10M	\$0.10M
FAC-20-006	Municipal Facility Lighting Repairs Annual repairs necessary to maintain functioning facilities. Town of Nantucket Facility Lighting Updates (Interior and exterior) FY22 upgrades are specifically for 16 Broad Street and costs are based on DPW Director estimates.	\$0.09M	\$0.09M
FAC-20-003	Municipal Facility Utility Systems Repairs HVAC and climate control upgrades at Town Facilities, including HVAC upgrades at 37 Washington Street; Detail in Supplemental Docs. Cost estimates are from DPW Director.	\$0.36M	\$0.36M
N.A.	Future Projects Placeholder, in part; initiated by Fin. Dept. mid-Dec. in conjunction with Financial Borrowing Mechanism ¹ ; to extent borrowing authority is exercised, all respective future projects are to be reviewed individually, advanced on their own merit with actual funding, if any, awarded only after completion of already established Town review and approval processes.	\$2.15M	\$2.15M
DPW - Facilities Total:		\$6.50M	\$6.50M
General			
DPW-18-001	CCTV Phased Work CCTV Work for stormwater. Multi-year project scope includes CCTV inspection and cleaning of up to 50,000 elf of drainage system pipes. Supplementary documentation is for 2018 work and in FY22 we are planning to perform a longer length of our storm drain system that in 2018. Based on our experience, prices are expected to be significantly higher.	\$0.27M	\$0.27M
HMP-21-006	Children's Beach Storm Water Pump (HMP ID #F9) Design and complete repairs to Children's Beach storm water pump and outfall to improve reliability and reduce/eliminate backflow into the pump and drainage system during high tides. This supports the drainage area of more than 150 acres. There is currently no documented bid for this project. However, Fuss and O'Neill provided a verbal estimate after meaningful consultation across their engineering teams. Execution of this project is dependent upon the background study for the watershed model and is of high priority.	\$3.30M	\$3.30M
DPW-21-005	Fleet - 6-wheel Dump Truck Fleet - Staff Service Vehicle replacement program; 2009 model in poor condition and requires replacement.	\$0.18M	\$0.18M
DPW-21-004	Fleet - Ford F-350 Fleet - Staff Service Vehicle replacement program; current vehicle is a 2007 model.	\$0.06M	\$0.06M
DPW-21-001	Fleet - Sweeper Replace oldest sweeper (5-year life); 2005 model year	\$0.25M	\$0.25M
DPW-21-003	Fleet - Two Ford Ranger(s) ² Fleet - Staff Service Vehicle; 2002 and 2004 model years.	\$0.09M	\$0.00M
DPW-22-002	Nobadeer Field House (Supplementary Funding) Supplemental Funding for Nobadeer Athletic Complex fieldhouse. See Supplementary Docs for additional detail.	\$1.00M	\$1.00M
DPW - General Total:		\$5.15M	\$5.06M
Transportation			
TRAN-20-002	Cobblestone Improvements ³ Repairs and Maintenance of the cobblestones within the towns roadway network. This in past years has been part of the annual allocation for island wide roadway maintenance. Proposed Cobblestone Improvements to our 18,000 SY of cobblestone streets. Annual program based on 2,000 SY and a 9-year life cycle and includes materials costs. Locations to complement our newly formed DPW Sidewalk Work Group project locations like Upper Main Street. Significant work undertaken on Upper Main in 2020 and continued funding required to complete Main St and other areas.	\$0.50M	\$0.25M
TRAN-20-001	Multi- Use Path Maintenance - Select Board Strategic Plan (SBSP) Funding for the maintenance of the town wide network of multi use paths. Proposed Multi-Use Path (MUP) Improvements per our 31 mile inventory, specific locations to be determined by our MUP Pavement Management Report (pending). Annual program based on a 15-year life cycle, current contract pricing, and is adjusted for 3% inflation. While still to be finalized, preliminary book of work for FY22 will include multi-use paths along: Polpis Road, Milestone Road, Nobadeer Road, Madaket Road, Old South Road. Recent pricing \$240/foot @ 10' width.	\$0.25M	\$0.25M

Code	Department/Request	FY22 Request	CapCom Rec.
	Newtown Road Improvements (SBSP)		
TRAN-17-005	Improvements to Newtown Road - sidewalk, paving, addition of speed tables, accommodation of bicyclists and pedestrians, a shared use path along the north side of Newtown Road has been recommended in Town's Complete Streets Prioritization Plan and the NP&EDC's Long-Range Transportation Plan. The path also conforms with the Select Board's Transportation Strategic Goal #2 - completing a sidewalk connection between 6 Fairgrounds Road and the ferry terminals. Lastly, regarding pavement management, there are minor rehabilitations recommended for Newtown Road in the Town's Pavement Management Plan to address deteriorating pavement quality and cracking. The current recommendation is to mill and overlay the paved surface. Request amount has been adjusted upward to \$1.2m to account for price escalation since previous capital request.	\$1.20M	\$1.20M
	Permanent Traffic Data Collection Stations (SBSP)		
TRAN-19-010	Multi-year traffic data collection program at various installations locations across the island. See Supplementary Docs for system architecture, FY22 location, and cost estimates. Traffic Counting Station (Design (VHB \$33K) and Construction (Daigle Electric \$123K) Contracts) plus Fiber Installation Costs through IT (~\$10K) = ~\$165K. Outyear funding has been adjusted (up) to \$175k/year to provide a more realistic cost estimate.	\$0.18M	\$0.18M
	Road improvements/Maintenance Island Wide (SBSP)⁴		
TRAN-17-002	Island Wide maintenance of the roadway network. Proposed Roadway Improvements per our Pavement Management Plan. Annual program adjusted for 3% inflation. Cost Benefit List can be found here: https://www.beta-inc.com/wp-content/uploads/2018/10/Cost-Benefit-Value-Analysis-With-Cumulative-Total.pdf	\$3.76M	\$1.25M
	Sconset Footbridge Construction		
TRAN-21-001	Repairs to Sconset Footbridge based off of recommendations from Vertex (engineer). Scope of work outlined in Supplemental Docs. Cost estimates are based on informal discussions with engineers who have reviewed the recommended detailed scope of work.	\$0.10M	\$0.10M
	Sidewalk Improvement Plan (SBSP)		
TRAN-17-001	Improvements to Town sidewalk network. This request provides funding for the continuation of the downtown plan (attached). Work is planned from the waterfront area and expanding out through town. The cost estimate is based on previous work on this project and greater or lesser funding impacts the number of sidewalks repaired. Outyear funding reflects a 3% p.a. price increase.	\$1.06M	\$1.06M
	Surfside Area Roads Reconst Phase 2: Lover's Lane		
TRAN-17-004	Design, bid, and reconstruct Lovers Lane. The Surfside-area residents have requested that the Town make portions of the Boulevard, Lovers Lane, Okorwaw and Monohansett public as they are already heavily traveled by the public to access the airport. This request is for the final portion of a phased approach to design, bid, and construct a roadway and path along Lovers Lane. This new roadway improvement will consist of two 11-foot lanes and a minimal 8-foot-wide path with grass buffer.	\$3.27M	\$3.27M
	Waitt Drive⁵		
TRAN-19-002	Engineering and construction of Waitt Drive and work within the 2FG Driveways, including circulation. This roadway will access the new workforce housing site at the 4FG/6FG site. A Mass Works Grant application was submitted in mid-to-late 2020 with a request for \$2.5m	\$3.03M	\$0.00M
DPW - Transportation Total:		\$13.35M	\$7.56M
<u>Fire Department</u>			
	ALS Equipment		
FIRE-20-001	This request will equip the towns ambulance with the necessary equipment for the upgrade to an ALS certified ambulance service. This will be the second appropriation to outfit a third ambulance to the Advanced life support level.	\$0.05M	\$0.05M
	Engine 4		
FIRE-26-002	Amended scheduled replacement of NFD Engine 4. This is the frontline piece of equipment that is first to respond to virtually all incidents. As such it has accumulated many service hours and is experiencing maintenance issues. The amended replacement schedule has essentially swapped engine 2 (not front line) for engine 4. Replacement is for both engine and accessories.	\$0.71M	\$0.71M
	Replace SCBAs		
FIRE-19-002	Replacement over a 4 year period of the fire departments self contained breathing apparatus (SCBA) equipment	\$0.10M	\$0.10M
	Trench & Technical Rescue Equipment⁶		
FIRE-21-002		\$0.22M	\$0.00M
Fire Department Total:		\$1.08M	\$0.86M
<u>IS/GIS</u>			
ADMIN-17-001	Network Infrastructure The Town network provides the foundation for the delivery of mission critical services such as financial, human resources, communications, data storage and disaster recovery. It is essential that this network operates continuously with necessary spare equipment available in the event of a sudden failure. Technological advancements and aging out of equipment necessitates the regular replacement of network infrastructure hardware and related supplies. This capital request provides for regular annual funding to implement a 10-year replacement plan for network switches, as needed replacement of all other hardware and cabling and an inventory of spares for sudden failure of mission critical components.	\$0.05M	\$0.05M
	Replace Town Computers		
ADMIN-18-001	Replacement of town desktops and laptops using a replacement cycle of five years for desktops and three years for laptops. Continuous technology advancements and aging out of equipment necessitates the replacement of desktop and laptop computers on a regular basis. The new equipment is used to replace aged out and nonoperational units as well as add to the inventory to accommodate new staff position and COVID-related demand.	\$0.06M	\$0.06M
	Wireless Network Design		
ADMIN-22-001	Wireless network design and cost estimate for FY2023 wireless network upgrade/replacement project. Town departments, including OIH, use the wireless network for accessing municipal resources including, but not exclusive of, MUNIS, documents, Internet, hosted applications. Maintaining the wireless network is critical. This request will only cover the consulting services. Additional cost documentation will be provided as soon as it is available. Preliminary quote added to Supplementary Docs page on 9/16 and estimate changed from \$50k to \$65k.	\$0.07M	\$0.07M
IS/GIS Total:		\$0.18M	\$0.18M
<u>Marine Department</u>			
	2nd Pump out boat		
PUBL-21-001	Purchase of a second vessel to perform boat holding tank pump outs in Nantucket Harbor. The second dedicated pump out vessel will augment the existing 21' Crosby pump out vessel. Proposed second vessel is a 6L X 9.917W (EZ), Hull: 26' L x 9.9' W fiberglass hull constructed of "E" glass fiberglass with thermoset polyester resin. Gelcoat is 1.5" thick ISO NPG thermo set. The hull transom is a composite laminate 3" thick and contains no wood. Modified hull design: Vessel designed with a 10-degree dead rise at the stern, allowing for quick planing. Hull bottom is concave (versus convex) allowing for maximum stability and ease of handling. Due to these design features vessel will not yaw in a following sea. Stringer system: Stringer system is a U channel all fiberglass, state-of-the-art system containing no wood. Containment cell: Built-in 650 gallon fiberglass waste holding tank located below the water line. Constructed with five layers of fiberglass and include 3 baffles. Full tank warning alarm. Fuel tank: 78 gallons -located below deck. Engine: Twin 150 Yamaha 4 strokes or equivalent.	\$0.15M	\$0.15M

Code	Department/Request	FY22 Request	CapCom Rec.
	F Street Bulkhead Repair		
PUBL-22-001	Request for supplemental authorization for work on the F Street Bulkhead Original request was A10/'17 for \$425,000. (02295/97271) . Due to permitting delays the work which was originally planned for 2017 has been delayed. As a result cost estimates have increased. The request is for a supplemental appropriation for the next ATM. The project shortfall is \$438,741. This approach has been vetted by Town Manager and Finance Director. Supplemental documentation shows extent of required work and the low bid for the project.	\$0.44M	\$0.44M
	Marine Department Total:	\$0.59M	\$0.59M
	<u>Police Department</u>		
	Loran Housing		
PUBL-21-002	Connection of the Loran housing facility to the town sewer system. Project involves the installation of approximately 1,200 linear feet of low pressure sewer line, the connection to the existing male and female dormitories as well as the removal of two existing in-ground septic systems. Project involves two pumping station systems for each building. Cost estimate provided by Deputy Chief Gibson in consultation with Sewer dept. There is no supplementary documentation.	\$0.50M	\$0.50M
	Public Safety Radio Mobile/Portable Replacements		
PUBL-23-001	Replacement of the portable radios for Public Safety. Portable radios purchased in March of 2006 have reached their service end of life published by the manufacturer (Motorola). When the radio is at end of life, it can no longer be repaired.	\$0.40M	\$0.40M
	Police Department Total:	\$0.90M	\$0.90M
	<u>School Department</u>		
	Bobcat Replacement		
NPS-21-001	This request is to replace the Bobcat for the Ground Department. The Bobcat was purchased used in 2004. It has had several mechanical issues over the past few years and now has been deemed unfixable. We use this equipment for many grounds functions including plowing, digging, moving large items and general maintenance.	\$0.07M	\$0.07M
	Campus Wide Improvement Plan⁷		
NPS-20-001	The request, which is part of the master plan recommendation, includes a complete upgrade to the baseball fields, tennis courts and associated site improvements, including security enhancements and parking improvements. The detail can be found in the supplementary document title "Backus baseball and tennis court estimates". The upgrades support both everyday use by students as well as varsity sports. Additionally, plans to make the tennis courts available (at certain times) to the public are being contemplated. Finally, in future years we are looking at building a new synthetic football/soccer/lacrosse stadium and a multiuse synthetic field hockey field.	\$1.28M	\$1.00M
	NPS Building Improvements		
NPS-17-001	This request is for building & grounds improvements for the Public Schools. The requested funding will include repairs to all school buildings. This funding won't be sufficient for all repairs, but it will be help to get a great deal completed. These repairs include items like: classroom cabinets, floor repairs, painting, concrete walkways, shingling and locker painting/replacement.	\$0.30M	\$0.30M
	Reconfiguration of Pool Parking Lot entrance/exit		
NPS-22-003	Remove the entrance/exit on Surfside Road across from Vesper Lane and install a new entrance/exit on Sparks Avenue. Rationale is that there are too many decision points (driveways and roads) close y to a busy intersection	\$0.16M	\$0.16M
	School Department Total:	\$1.80M	\$1.52M
	<u>Town Administration</u>		
	Harbors Plan HMP Impl (Yr. 1) (HMP ID #SC2)⁸		
HMP-22-002	Update the Nantucket and Madaket Harbors Action Plan (HAP) to incorporate needs for Hazard Mitigation and Coastal Resilience. In 2009, the Town of Nantucket updated its Nantucket and Madaket Harbors Action Plan (Harbor Plan) under guidelines provided by the Commonwealth of Massachusetts Executive Office of Energy & Environmental Affairs. The geographic area of this plan included all of the land and water areas of Nantucket and Madaket Harbors and also extends west of Madaket Harbor to include Tuckernuck and Muskeget Islands. The 2009 Harbor Plan built upon the goals of the original 1993 Harbor Plan and carried forward a number of recommendations from that original plan while identifying new recommendations to guide public and private use of these sensitive areas. In the ten years that have passed the Town has begun or completed implementing many of the goals identified by that plan highlighted by some new zoning overlay districts and the development of a Shellfish Management Plan. During this time there have been substantial changes to the waterfront areas, public policy and environmental pressures not contemplated in the 2009 Harbor Plan. The Town has been experiencing the effects of increased coastal flooding, sea level rise and climate change. The Town has completed a Hazard Mitigation Plan update, become an Municipal Vulnerability Preparedness (MVP) community and begun the process of draft a Coastal Resiliency Plan in the last 12-24 months. These substantial initiatives will need to be supported and supplemented by an up to date municipal harbor plan with actionable items and goals.	\$0.15M	\$0.10M
	Island-wide Underground Wiring Feasibility Study⁹		
ADMIN-21-002	Feasibility study/assessment of town-wide or old historic district project to get all wires underground. This study has not yet been put out to bid. The project is uncertain in scope, difficult to articulate, contains myriad dependencies, complex sequencing and potential environmental hurdles. Nevertheless, the Select Board has expressed a desire to understand "what it would take to put wires underground". The potential scale of the project will require an extensive study, hence the large request (\$500k)for consulting. See Supplemental Docs for more detailed scope of work.	\$0.50M	\$0.00M
	Town-Wide Document Management System		
ADMIN-20-003	Costs associated with the continuation of an electronic document management system. Project entails scanning, categorizing and archiving hard documents into a cloud based storage system.	\$0.25M	\$0.25M
	Town-Wide Security Measures		
ADMIN-21-001	Assessment of security measures for municipal buildings with recommendations to determine safety vulnerabilities and provide recommendations for improvements. The assessment's primary focus is on the security of staff and the public who utilize these facilities in the event of an active threat. The contracted individual or firm will conduct the facility security assessment services, provide a master plan for all the properties assessed, and provide cost estimates.	\$0.10M	\$0.10M
	Town Administration Total:	\$1.00M	\$0.45M
Notes:		GENERAL FUND SUBTOTAL:	\$30.53M \$23.61M

¹ = "Financial Borrowing Mechanism" (FBM): Funding model proposed to leverage \$750K of Free Cash for 10-year period, for borrowing \$6.5M to fund DPW FY22 Facilities Capital Requests; proposed by Finance Dept. to create liquidity--i.e., for more efficient project (cost & schedule) management. Borrowings initially in the form of Bond Anticipation Notes later converted to General Obligation Bonds, under the constraints of Proposition 2-1/2.

² = CapCom recommended, as a majority, to move this request to out-year review; Town Manager (TM) recommendation is for current year funding; funding for this request is in Cap. Exc. tax impacts.

³ = TM recommendation was to reduce FY22 funding to \$250K, CapCom concurred.

⁴ = TM recommendation was to reduce FY22 funding to \$1.25M, CapCom concurred.

⁵ = As a FY22 Request the project was submitted before final determination of grant-funding (noted in the description). Subsequently, i) MassWorks awarded a grant of \$1.5M and ii) it was determined that the balance to fund the project exists within already approved borrowing for the project; as such, there is no FY22 funding source recommendation to be made by CapCom. Of note too, CapCom voted to reaffirm prior recommendation for the project.

⁶ = Retracted from FY22 Capital Requests by TM.

⁷ = TM recommendation was to reduce FY22 funding to \$1M, CapCom concurred.

⁸ = TM recommendation was to reduce FY22 funding to \$100K, CapCom concurred.

⁹ = TM recommended funding be taken up in out-year review, CapCom concurred.

- Descriptions above are for the most part as submitted to CapCom.

Code	Department/Request	FY22 Request	CapCom Rec.
ENTERPRISE ACCOUNTS			
Code	Department/Request	FY22 Request	CapCom Rec.
<u>Airport</u>			
AIP Projects			
NMA-19-003	FY22 is a combination of 5 different grant funded projects: Permitting for Airport Master Plan Update - Environmental permitting required for various airfield and airport improvement projects (\$250k with a 90%/5%/5% split); ALP Update - Airport Geometry Study - Airport Geometry Study project to review non-standard conditions based upon current FAA Standards (\$250k with a 90%/5%/5% split); South Apron Expansion - South Apron expansion to eliminate aircraft parking on runway 15-33, relocation of taxiway G to comply with FAA standards, elimination of dual usage of pavement by decommissioning runway 12-30 and converting to permanent taxiway usage (\$15,250,000 with a 90%/5%/5% split); MEPA/NEPA for ALP Update Projects - Environmental review for projects based upon the Airport Geometry Study (\$400k with a 90%/5%/5% split); Terminal Area and Terminal Study - Architectural study to review terminal passenger movement, hold room capacity and functionality (\$500k ASMP 80%/20%).	\$16.65M	\$16.65M
Airport Maintenance & Equipment			
NMA-19-001	Maintenance, equipment, and vehicles for the airport. Specifically a 1.) John Deere Z994R Diesel Commercial Z-Trak (\$20,000). Regular upgrade of equipment following on FY21 replacement of other NMA Z-Trak. 2.) Replacement of current 26 year old 6 wheel dump truck with a more fit-for-purpose 10-wheel dump truck as required by airport Maintenance (\$232,000). 3.) Paint and Beads and Rubber and Markings removal. FAA Part 139 requires airfield markings to meet certain standards. Multi-year plan to breakout the removal and repainting of the airfield (\$63,000). Based on revised needs and requirements the request has been revised from \$206,000 to \$315,000.	\$0.32M	\$0.32M
Groundwater and Soil Investigation			
NMA-21-001	FY22 - Investigate and remediate contaminants potentially related to ACK that have been identified in groundwater. The project scope is identified as actions related to Release Tracking Number (RTN) 4-28219 and required Massachusetts Department of Environmental Protection (MassDEP) in accordance with the Massachusetts Contingency Plan (MCP), 310 Code of Massachusetts Regulations (CMR) 40.0425.	\$6.70M	\$6.70M
Nantucket Operations and ARFF			
NMA-20-001	Continued investment in NMA. Important improvements include, 1.) scheduled replacement of second bus (\$88,000) following on last year's first bus replacement and 2.) PFAS-related replacement of all ARFF turn-out gear to PFAS-free gear (\$66,000)	\$0.15M	\$0.15M
Fuel Farm Rehab-2nd Supplemental Request			
NMA-22-001	Fire detection/suppression system is a local fire dept requirement; Replace deteriorating piping with stainless steel piping which requires no painting. Additionally, replace pumps, cabinets, flame detection and fire suppression elements of the fuel farm.	\$1.50M	\$1.50M
Airport Total:		\$25.32M	\$25.32M
<u>Sewer</u>			
Capacity, Management, Operation & Maintenance (CMOM) Program			
SEWER-20-008	CMOM program ensures the Town of Nantucket operates with best practice for sewer line collection system owners and operators. Both comprehensive and holistic, the CMOM provides an information- based plan to effectively run the sewer collection system and help lower the risk of any (SSO) Sanitary Sewer Overflows or Massachusetts Discharge Monitoring permit violations. Nantucket is under a consent order and therefore this work is mandatory.	\$2.00M	\$2.00M
Design New Gar Maint Facil-Admin Off-Conf Room			
SEWER-22-002	This is for design of a new garage at SWTF which will provide maintenance bays as well as vehicle garaging and possibly administrative offices. This was originally listed as garage with possible housing. This option is too costly. Under investigation is leveraging GSA contracts it appears as though this process would be the most economical to build a Combination garage and admin facility in one foot print. FY 22 request is for Design work only.	\$0.33M	\$0.33M
Ford F650 Dump Truck (to replace 1 ton dump truck)			
SEWER-20-002	Replace F650 dump truck model year 2010 used for heavy-duty work such as plowing. It is experiencing frequent mechanical issues and will likely be disposed as salvage. Truck accessorized is ~\$90,000 (see supp doc)	\$0.10M	\$0.10M
Replace combination jetter/vacuum truck			
SEWER-22-001	Replace existing jetter/vacuum truck that will be 10+ years old. Jetter trucks are a safe way blast through any blocked drains, pipes and cut through debris or tree roots. The high pressure water jetters blast into sewer lines and the vacuum hose pulls the debris into the tank. This particular model is larger than what we currently have and is a very good complement to our existing smaller vehicle. The Combination Jetter/Vac truck is a critical piece of equipment that is not only used in Sanitary Sewers but is used extensively for Manhole cleaning, Grit Removal and is a key vehicle used during hydro excavation in areas around critical infrastructure water, sewer, storm water, electrical lines, fiber optics transmission as well as cablevision mains. This truck is key in areas were conventional excavation equipment excavators and backhoes can not excavate without causing damage.	\$0.43M	\$0.43M
South Shore Road Sewer			
SEWER-20-003	Design and construction of a gravity sewer and pumping stations to meet future flows and to serve needs areas. Includes pulverization and full-width plumbing. Project has significant dependencies on outcome of Surfside Crossing and planning/timing for the new force main project.	\$3.50M	\$3.50M
Water Tight Sewer Manholes (#F24)			
SEWER-21-005	Commence an island-wide program to upgrade traditional manhole covers with watertight manhole covers where deemed necessary. Watertight manhole covers prevent discharge and inflow while suppressing odor. The program will prioritize heavily-trafficked roads as well streets that experience regular flooding, with initial work expected to be on the truck route out Washington Street from downtown. The request is for the purchase of 125 watertight covers on a phased basis. Installation will be completed by the Sewer department. Finally, the importance of this remediation work was noted in the Sewer Master Plan and is reflected in the Hazard Mitigation Plan	\$0.05M	\$0.05M
Sewer Total:		\$6.40M	\$6.40M
<u>Wannacomet Water Co.</u>			
Water Main Replacement			
WANN-22-001	Continuation of water main replacement program. FY22 request is for Washington St and Washington St extension. The price per foot is based on prior projects with an increment due to de-watering equipment to allow safe excavation and replacement.	\$1.00M	\$1.00M
Wannacomet Total:		\$1.00M	\$1.00M
ENTERPRISE ACCOUNTS SUBTOTAL:		\$32.72M	\$32.72M
Note: - Descriptions above are for the most part as submitted to CapCom.			
GENERAL FUND & ENTERPRISE ACCOUNTS TOTALS:		\$63.26M	\$56.33M

Appendix B – Capital Requests by Funding Source

GENERAL FUND

Dept.	Code	Request by Funding Source	CapCom Rec.
Ambulance Reserve Fund			
FIRE	FIRE-20-001	ALS Equipment	\$0.05M
Total Ambulance Reserve:			\$0.05M
Borrowing			
DPW - FAC.	TRAN-17-001	Sidewalk Improvement Plan (SB Strategic Plan) ¹	\$1.06M
FIRE	FIRE-26-002	Engine 4 ¹	\$0.71M
Total Borrowing:			\$1.77M
Capital Exclusion			
DPW-GNRL	DPW-21-005	Fleet - 6-wheel Dump Truck	\$0.18M
DPW-GNRL	DPW-21-004	Fleet - Ford F-350	\$0.06M
DPW-GNRL	DPW-21-001	Fleet - Sweeper	\$0.25M
FIRE	FIRE-19-002	Replace SCBAs	\$0.10M
Total Capital Exclusion:			\$0.59M
Debt Exclusion			
DPW - FAC.	TRAN-17-005	Newtown Road Improvements (SB SP)	\$1.20M
DPW - FAC.	TRAN-17-004	Surfside Area Roads Reconst Phase 2: Lover's Lane	\$3.27M
DPW-GNRL	HMP-21-006	Children's Beach Storm Water Pump (HMP ID #F9)	\$3.30M
DPW-GNRL	DPW-22-002	Nobadeer Field House (Supplementary Funding)	\$1.00M
Total Debt Exclusion:			\$8.77M
Facilities Borrowing Mechanism²			
DPW - FAC.	FAC-20-008	Facilities Site Paving Annual Updates	\$0.25M
DPW - FAC.	FAC-20-001	Gen Bldg. Envelope - Roof/Siding/Wdws. (Reps/Repl)	\$1.18M
DPW - FAC.	FAC-18-001	Jetties Beach Facility Upgrades	\$0.80M
DPW - FAC.	FAC-20-005	Municipal Building General Renovations	\$0.75M
DPW - FAC.	FAC-20-004	Municipal Facility Bathrooms Repair	\$0.82M
DPW - FAC.	FAC-20-007	Municipal Facility Equipment Replacement	\$0.10M
DPW - FAC.	FAC-20-006	Municipal Facility Lighting Repairs	\$0.09M
DPW - FAC.	FAC-20-003	Municipal Facility Utility Systems Repairs	\$0.36M
DPW - FAC.	N.A.	Future Projects	\$2.15M
Total Facil. Borrowing Mech.:			\$6.50M
Free Cash			
ADMIN	HMP-22-002	Harbors Plan HMP Impl (Yr. 1) (HMP ID #SC2)	\$0.10M
ADMIN	ADMIN-20-003	Town-Wide Document Management System	\$0.25M
ADMIN	ADMIN-21-001	Town-Wide Security Measures	\$0.10M
DPW - FAC.	TRAN-20-002	Cobblestone Improvements	\$0.25M
DPW - FAC.	TRAN-20-001	Multi- Use Path Maintenance (SBSP)	\$0.25M
DPW - FAC.	TRAN-19-010	Permanent Traffic Data Collection Stations (SB SP)	\$0.18M
DPW - FAC.	TRAN-17-002	Road improvements/Maintenance Island Wide (SBSP)	\$1.25M
DPW - FAC.	TRAN-21-001	'Sconset Footbridge Construction	\$0.10M
DPW-GNRL	DPW-18-001	CCTV Phased Work	\$0.27M
IS/GIS	ADMIN-17-001	Network Infrastructure	\$0.05M
IS/GIS	ADMIN-18-001	Replace Town Computers	\$0.06M
IS/GIS	ADMIN-22-001	Wireless Network Design	\$0.07M
MARINE	PUBL-21-001	2nd Pump out boat	\$0.15M

POLICE	PUBL-23-001	Public Safety Radio Mobile/Portable Replacements	\$0.40M
SCHOOL	NPS-21-001	Bobcat Replacement	\$0.07M
SCHOOL	NPS-20-001	Campus Wide Improvement Plan	\$1.00M
SCHOOL	NPS-17-001	NPS Building Improvements	\$0.30M
SCHOOL	NPS-22-003	Reconfiguration of Pool Parking Lot entrance/exit	\$0.16M
Total Free Cash:			\$4.99M
Raise & Appropriate			
MARINE	PUBL-22-001	F Street Bulkhead Repair ³	\$0.44M
POLICE	PUBL-21-002	Loran Housing ³	\$0.50M
Total Raise & Appropriate:			\$0.94M
GENERAL FUND SUBTOTAL:			\$23.61M

Notes:

¹ = Town Manager anticipates these may be funded w/in Prop. 2-1/2 Levy Limit

² = Funding model to leverage \$750K of Free Cash for 10-year period, for borrowing \$6.5-\$6.9M to fund DPW FY22 Facilities Capital Requests; proposed by Finance Dept. to create liquidity--i.e., for more efficient project (cost & schedule) management. Borrowings initially in the form of Bond Anticipation Notes later converted to General Obligation Bonds, under the constraints of Proposition 2-1/2.

³ = Funded by Annual Required Capital Investment (1% of prior year's total Local Receipts + 1% of prior year's total collected Real Estate & Personal Property Taxes)

ENTERPRISE ACCOUNTS

Dept.	Code	Request by Funding Source	CapCom Rec.
Borrowing¹			
AIRPORT	NMA-19-003	Airport Improvement Program Projects (AIP) ²	\$16.65M
AIRPORT	NMA-19-001	Airport Maintenance & Equipment	\$0.32M
AIRPORT	NMA-22-001	Fuel Farm Rehab-2nd Supplemental Request ³	\$0.30M
AIRPORT	NMA-21-001	Groundwater and Soil Investigation	\$6.70M
AIRPORT	NMA-20-001	Nantucket Operations and ARFF	\$0.15M
SEWER	SEWER-20-008	Capacity, Mgmt., Operation & Maint (CMOM)	\$2.00M
SEWER	SEWER-22-002	Design New Gar Maint Facil-Admin Off-Conf Room	\$0.33M
SEWER	SEWER-20-003	South Shore Road Sewer	\$3.50M
WATER	WANN-22-001	Water Main Replacement	\$1.00M
Total Borrowing:			\$30.94M
Reserve			
AIRPORT	NMA-22-001	Fuel Farm Rehab-2nd Supplemental Request ³	\$1.00M
Total Reserve:			\$1.00M
Retained Earnings			
AIRPORT	NMA-22-001	Fuel Farm Rehab-2nd Supplemental Request ³	\$0.20M
SEWER	SEWER-20-002	Ford F650 Dump Truck (to replace 1 ton dump truck)	\$0.10M
SEWER	SEWER-22-001	Replace combination jetter/vacuum truck	\$0.43M
SEWER	SEWER-21-005	Water Tight Sewer Manholes (#F24)	\$0.05M
Total Retained Earnings:			\$0.78M
ENTERPRISE ACCOUNTS SUBTOTAL:			\$32.72M

Notes:

¹ = Typically paid by user fees (unless a General Funds subsidy is required; if such subsidy is required, prior to the issuance of debt, individual projects must be analyzed for impact on tax rates).

² = AIP Grant funding sought to pay up to 90% cost; MASSPORT funding may be available to cover up to 5%

³ = Request funding recommendation includes three (3) funding sources; total request amount is \$1,501,678.00

GENERAL FUND & ENTERPRISE ACCOUNTS TOTALS: \$56.33M

Appendix C – Appropriations & Expenditures To-date (FY22 Capital Requests)

GENERAL FUND				
Code	Dept./Request	Prior Appropriation	Expended	Balance
<u>DPW</u>				
<i>General</i>				
DPW-22-002	Nobadeer Fieldhouse (Supplemental Funding)	\$0.70M	\$0.19M	\$0.51M
<i>Transportation</i>				
TRAN-20-001	Multi- Use Path Maintenance (SBSP)	\$0.35M	\$0.31M	\$0.04M
TRAN-19-010	Permanent Traffic Data Collection Stations (SB SP)	\$0.08M	\$0.08M	\$0.00M
TRAN-17-002	Road improvements/Maintenance Island Wide (SB SP)	\$3.58M	\$2.58M	\$1.00M
TRAN-17-001	Sidewalk Improvement Plan (SB Strategic Plan)	\$4.03M	\$2.70M	\$1.33M
TRAN-17-004	Surfside Area Roads Reconstruction	\$2.50M	\$2.29M	\$0.21M
TRAN-19-002	Waitt Drive/Amelia Drive	\$2.81M	\$0.29M	\$2.52M
<u>Fire Department</u>				
FIRE-20-001	ALS Equipment	\$0.10M	\$0.00M	\$0.10M
FIRE-19-002	Replace SCBAs	\$0.18M	\$0.18M	\$0.00M
<u>IS/GIS</u>				
ADMIN-17-001	Network Infrastructure	\$0.35M	\$0.02M	\$0.33M
ADMIN-18-001	Replace Town Computers	\$0.16M	\$0.14M	\$0.02M
ADMIN-17-002	Wireless Network Design	\$0.00M	\$0.00M	\$0.00M
<u>Police/Marine</u>				
PUBL-22-001	F Street Bulkhead Repairs	\$0.43M	\$0.10M	\$0.33M
<u>School</u>				
NPS-17-001	NPS Building Improvements	\$0.60M	\$0.57M	\$0.03M
<u>Town Administration</u>				
ADMIN-20-003	Town-Wide Document Management System	\$0.35M	\$0.00M	\$0.35M
ENTERPRISE ACCOUNTS				
Code	Dept./Request	Prior Appropriations	Expended	Remaining
<u>Airport</u>				
NMA-19-003	AIP Projects	\$2.09M	\$0.71M	\$1.38M
NMA-19-001	Airport Maintenance & Equipment	\$0.19M	\$0.12M	\$0.06M
NMA-21-001	Groundwater and Soil Investigation	\$0.50M	\$1.40M	-\$0.90M
NMA-20-001	Nantucket Operations and ARFF	\$0.25M	\$0.12M	\$0.13M
NMA-22-001	Fuel Farm Rehabilitation - Supplemental Request	\$2.32M	\$0.94M	\$1.38M
<u>Sewer</u>				
SEWER-20-008	Capacity, Mgmt., Operation and Maintenance (CMOM)	\$9.75M	\$6.17M	\$3.58M
SEWER-20-003	South Shore Road Sewer	\$1.50M	\$0.00M	\$1.50M

Appendix D – Town of Nantucket Tax Rate History

Year	Rate
1971	\$73.00
1972	\$73.00
1973	\$38.00
1974	\$82.00
1975	\$86.00
1976	\$90.00
1977	\$115.00
1978	\$129.00
1979	\$134.00
1980	\$128.00

Note: In FY 1981 Nantucket was one of the first communities to classify property according to use, conduct a full revaluation of all properties and adopt a split tax rate and residential exemption.

Fiscal Yr	Rates			Residential Exemption	\$\$ Value of Exemption	CPA
	Residential	Open Spac	Com/Ind/PP			
1981	\$8.60	\$6.87	\$12.94	10,000	\$86.00	
1982	\$8.88	\$6.85	\$13.03	10,000	\$88.80	
1983	\$6.34	\$6.20	\$9.45	11,967	\$75.87	
1984	\$6.90	\$6.76	\$10.98	12,000	\$82.80	
1985	\$7.17	\$7.02	\$11.34	12,004	\$86.07	
1986	\$4.03	\$3.96	\$6.37	20,363	\$82.06	
1987	\$4.67	\$4.61	\$7.44	17,485	\$81.65	
1988	\$5.54	\$5.47	\$8.88	17,383	\$96.30	
1989	\$4.03	\$3.91	\$7.66	63,666	\$256.57	
1990	\$4.30	\$4.17	\$8.16	63,972	\$275.08	
1991	\$4.52	\$4.44	\$8.68	61,771	\$279.20	
1992	\$5.41	\$5.31	\$10.35	51,608	\$279.20	
1993	\$6.26	\$6.12	\$11.89	44,585	\$279.10	
1994	\$6.34	\$6.20	\$12.40	44,889	\$284.60	
1995	\$6.56	\$6.40	\$12.42	45,235	\$296.74	
1996	\$6.58	\$6.42	\$12.47	46,052	\$303.02	
1997	\$6.74	\$6.53	\$12.58	59,456	\$400.73	
1998	\$5.25	\$5.08	\$9.71	80,598	\$423.14	
1999	\$5.83	\$5.62	\$10.71	87,689	\$511.23	
2000	\$5.77	\$5.55	\$10.57	89,600	\$516.99	
2001	\$3.94	\$3.79	\$7.14	151,337	\$596.27	
2002	\$4.21	\$4.05	\$7.62	153,165	\$644.82	\$19.34
2003	\$3.42	\$3.29	\$6.11	210,261	\$719.09	\$21.57
2004	\$3.13	\$3.00	\$4.73	245,258	\$767.66	\$23.03
2005	\$3.30	\$3.16	\$4.99	248,178	\$818.99	\$24.57
2006	\$2.84	\$2.73	\$5.06	316,472	\$898.78	\$26.96
2007	\$2.49	\$2.39	\$4.46	376,097	\$936.49	\$28.09
2008	\$2.67	\$2.56	\$4.77	374,402	\$999.65	\$29.99
2009	\$2.76	\$2.65	\$4.92	375,319	\$1,035.88	\$31.08
2010	\$3.01	\$2.88	\$5.35	360,135	\$1,084.01	\$32.52
2011	\$3.58	\$3.42	\$6.41	304,992	\$1,091.87	\$32.76
2012	\$3.62	\$3.46	\$6.47	297,869	\$1,078.29	\$32.35
2013	\$3.67	\$3.51	\$6.51	303,664	\$1,114.45	\$33.43
2014	\$3.76	\$3.60	\$6.68	299,187	\$1,124.94	\$33.75
2015	\$3.61	\$3.45	\$6.38	336,917	\$1,216.27	\$36.49
2016	\$3.36	\$3.22	\$5.93	362,525	\$1,218.08	\$36.54
2017	\$3.39	\$3.24	\$5.99	373,635	\$1,266.62	\$38.00
2018	\$3.53	\$3.34	\$5.97	486,050	\$1,715.76	\$51.47
2019	\$3.36	\$3.20	\$5.71	518,251	\$1,741.32	\$52.24
2020	\$3.45	\$3.29	\$5.86	528,618	\$1,823.73	\$54.71
2021	\$3.63	\$3.43	\$6.30	522,914	\$1,898.18	\$56.95

Appendix E - Capital Project Request Form

(Specimen of data fields within Capital Request Database)

Town of Nantucket
FY ____ Capital Project Request Form

PROJECT INTRODUCTION

Department:

Project Title:

Project Summary:

Project Location:

Project related to other depts/agencies, explain:

Submittal Date:

Contact Person:

CLASSIFICATION

Type: (Check all applicable)

- ☐ Land or Land Improvements
☐ Building or Building Improvement
☐ Infrastructure
☐ Outdoor Asset (park, playing fields, etc.)
☐ Soft Cost (design, study, plans, permitting)
☐ Vehicles (on or off-road, specialty)
☐ Equipment, Machinery, Fixture, Furniture (long-life, durable)
☐ Intangible (software, other licenses, permits, covenants)

Nature: (Check all applicable)

- ☐ New Asset--if new operation too, explain:
☐ Upgrade/Improvement
☐ Replacement
☐ Renovate/Repair
☐ Decommissioning
☐ Heritage/Culture/Legacy/Tradition
☐ Purchase
☐ Lease

PRIORITIZATION

- ☐ Low/Elective - Dept quality or functional enhancement if funding permits
☐ Med./Recommended - Dept necessary functions impaired -- explain:
☐ High/Required - Dept mission critical -- explain:

☐ If not funded, Alternative Action available--explain:

(Check all applicable)

- ☐ Imminent threat to public safety or property, explain:
☐ Preservation of operations
☐ Legal requirement of Federal, State or Local agencies
☐ Improvement to infrastructure
☐ Improvement in the efficiency and effectiveness of service delivery, explain:

☐ Minor

☐ Major

- ☐ Alleviation of an overstressed/overburdened situation
☐ Supports strategic plan (i.e. master plan, housing prod. plan, facilities maint plan, CWMP, etc.)
☐ Results in lower energy consumption
☐ Results in lower operations and maintenance costs
☐ Phased funding/included in a prior year's budget
☐ Scheduled replacement (i.e. motor vehicles, roofs, computers)
☐ Placeholder -- explain:

COSTS & FUNDING

Basis for Cost:

Source of Quote or Estimate:

- ☐ Informal (name source):
☐ Comparable Valuation
☐ Historic Reference
☐ Other -- explain:
☐ Quote (written)
☐ Bid

Cost Breakdown:

\$ Amounts (±)	FY19	FY20	FY21	FY22	FY23	Totals
☐ Land	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
☐ Aquisition Cost(s):						
☐ ± Appraisal(s)	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
☐ ± Survey(s)	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
☐ Other Legal:	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
☐ Design	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -

☐	Permitting	\$	-	\$	-	\$	-	\$	-	\$	-
☐	Construction	\$	-	\$	-	\$	-	\$	-	\$	-
☐	Equipment or Fixture:	\$	-	\$	-	\$	-	\$	-	\$	-
☐	±Installation Cost(s)	\$	-	\$	-	\$	-	\$	-	\$	-
☐	±Trade-in/Redemption Cost(s)	\$	-	\$	-	\$	-	\$	-	\$	-
☐	OPM (Owner's Project Manager)	\$	-	\$	-	\$	-	\$	-	\$	-
☐	O+M or Post-Const.	\$	-	\$	-	\$	-	\$	-	\$	-
☐	Disposal	\$	-	\$	-	\$	-	\$	-	\$	-
☐	Contingency	\$	-	\$	-	\$	-	\$	-	\$	-
☐	Financing	\$	-	\$	-	\$	-	\$	-	\$	-
☐	Insurance	\$	-	\$	-	\$	-	\$	-	\$	-
☐	Other, explain in cost doc.	\$	-	\$	-	\$	-	\$	-	\$	-
Total		\$	-	\$	-	\$	-	\$	-	\$	-

☐	'Green' Component(s):	\$	-	\$	-	\$	-	\$	-
☐	Compliance requirement:	\$	-	\$	-	\$	-	\$	-
Explain:									

Net effect on Operating Budget:		FY19	FY20	FY21	FY22	FY23	Totals
☐	Maintenance Cost	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
☐	Personnel Cost	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
☐	Utilities	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Total		\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Maintenance Plan:		FY19	FY20	FY21	FY22	FY23	Totals
☐	Annual Cost	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Total		\$ -	\$ -	\$ -	\$ -	\$ -	\$ -

Anticipated Useful Life: _____
Average Use Hrs/Day (approx.): _____
Annual Days-in-use (approx.): _____

Outsourcing Alternative(s) Applicable(Yes/No) -- explain:

PROJECT TIMELINE

Project Manager:

Other Departments Involved in the Project:

Timeline (leading to anticipated completion date):

	FY19	FY20	FY21	FY22	FY23
☐	Procurement	--	--	--	--
☐	Aquisition	--	--	--	--
☐	Design	--	--	--	--
☐	Permitting	--	--	--	--
☐	Construction	--	--	--	--
☐	Substantial Comp.	--	--	--	--
☐	Full Completion	--	--	--	--
☐	One-time:				
☐	Decommission	--	--	--	--
☐	Removal	--	--	--	--
☐	Installation	--	--	--	--
☐	Final Delivery	--	--	--	--

SUPPLEMENTAL DOCUMENTS REQUIRED

- ☐ Detailed Project Description and Photos
- ☐ Basis for Cost
- ☐ Documentation for Operating Budget Impact
- ☐ Summary Plan for Maintenance

Appendix F – Typical MA Municipal Capital Funding Sources

Local

1) Borrowing:

- a) **General Obligation Bonds (aka, "GO Bonds")**. These are issued for a period of time ranging from 5 to 30 years, during which time principal and interest payments are made. Making payments over time has the advantage of allowing the capital expenditures to be amortized over the life of the project. Funding sources used to pay back the debt can include:
 - i) **Bonds funded within the tax limits of Proposition 2 ½**: Debt service for these bonds must be paid within the tax levy limitations of proposition 2 ½. Funds used for this debt must be carefully planned in order to not impact the annual operating budget.
 - ii) **Bonds funded outside the tax limits of Proposition 2 ½ -- Debt Exclusion Bonds¹**: Debt service for these bonds is paid by increasing local property taxes in an amount needed to pay the annual debt service. Known as a Debt Exclusion, this type of funding requires approval by 2/3 vote of the local appropriating authority (e.g., city council or town meeting) and approval of majority of voters participating in a ballot vote. Prior to the vote, the impact on the tax rate must be determined so voters can understand the financial implications.
 - iii) **Bonds funded with Enterprise Funds**: Debt service for these bonds is typically paid by user fees, such as water and sewer revenue. Depending upon the type of project, interest costs may be subsidized by the Commonwealth and at times partial grant funds may be available (see below). Enterprise funds do not affect the general operating budget unless general funds are needed to subsidize revenues from the enterprise. Prior to the issuance of debt, the projects must be analyzed for their impact on rates.
- b) **Capital Exclusion**: Capital Exclusion projects are similar to Direct Appropriation (Pay-as-You-Go, below) except taxes are raised outside the limits of Proposition 2 ½ and are added to the tax levy only during the year in which the project is being funded. As with a Debt Exclusion, Capital Exclusion funding requires approval by 2/3 vote of the local appropriating authority (e.g., city council or town meeting) and approval of a majority of voters participating in a ballot vote. Prior to the vote, the impact on the tax rate must be determined so voters can understand the financial implications. Capital Exclusions may be authorized for any municipal purpose for which the city or town would be authorized to borrow money.

¹ = Debt Exclusion is different from a property tax override in that an exclusion is temporary, it is only in place until the incurred debt is paid. An override becomes a permanent part of the levy limit base.

2) Other:

- a) **Bond Proceeds**: Municipalities sell bonds at a premium over par, which premium funds bond issuance and service; any excess is reserved for specific uses based on the type of account (General Fund, Enterprise Fund, or School) with that excess available to fund like capital projects.
- b) **Free Cash**: Free Cash is the difference between annual revenues and expenditures and is certified by the Commonwealth each year. After certification, free cash is available for appropriation for any municipal purpose, including capital projects.
- c) **Direct Appropriation/ Pay-as-You-Go**: Direct Appropriation capital projects are funded with current revenues, and the entire cost is paid off within one year so no borrowing takes place. Projects funded with current revenues are customarily lower in cost than those funded by general obligation bonds because there are no interest costs. However, funds to be used for this purpose must be carefully planned in order to not impact the annual operating budget. For this reason, Pay-as-You-Go capital projects are typically lower in value than projects funded by borrowing.
- d) **Sale of Surplus Real Property**: Pursuant to Massachusetts General Laws, when real estate is sold, the proceeds must first be used to pay any debt incurred in the purchase of the property. If no debt is outstanding, the funds "may be used for any purpose or purposes for which the city, town or district is authorized to incur debt for a period of five years or more...except that the proceeds of a sale in excess

of five hundred dollars of any park land by a city, town, or district shall be used only by said city, town, or district for acquisition of land for park purposes or for capital improvements to park land" (MGL Chapter 44, Sec. 63).

e) **Stabilization Fund:**

- i) **Capital Stabilization Fund:** Local officials can set aside money in a stabilization fund -outside of the general fund- to pay for all or a portion of future capital projects. A 2/3 vote of city council or town meeting is required to appropriate money into and out of this fund.
- ii) **Enterprise Retained Earnings (as a form of Stabilization Fund):** Enterprise operations, such as water and sewer, are able to maintain an operating surplus that can be utilized for future enterprise fund costs. These funds can be used to stabilize the user rates, apply to annual budget needs, and/or invest in capital replacement and expansion.

f) **Special Purpose Funds:** Communities also have established numerous "Special Purpose Funds" for which the use is restricted to a specific purpose, some of which may be investment in department facilities and equipment. Numerous state statutes that govern the establishment and use of these separate accounts. Examples include the sale of cemetery lots and off-street parking fees accounts.

Federal, State, and Private Grants and Loans

- 1) **Office of Aviation Airport Improvement Program (AIP):** Funding is available to airports that are part of the National Plan of Integrated Airport Systems by the FAA. The AIP provides funds for projects to improve infrastructure, including runways, taxiways, aprons, noise control, land purchases, navigational aids, safety and security.
- 2) **Massachusetts Chapter 90 Roadway Funds:** Each year, the Massachusetts Department of Transportation (MassDOT) allocates funds to cities and towns for roadway construction, maintenance, or improvement. Funds may also be used for other work incidental to roadway work, such as the construction of a garage to house related vehicles, or the purchase of related vehicles, equipment, and tools. Chapter 90 is a 100% reimbursable program. Funding is accomplished through the issuance of transportation bonds and apportioned to municipalities based on three factors: 1) accepted road miles, 2) population, and 3) total employment within the municipal borders. The number of accepted road miles is the most heavily weighted factor at 58.33%; the others are each weighted at 20.83%.
- 3) **Massachusetts Department of Environmental Protection's State Revolving Funds (SRF):** The Clean Water State Revolving Fund (CWSRF) provides financing for sewer and drainage projects intended to reduce sewer overflows and the Drinking Water State Revolving Fund (DWSRF) provides financing to improve the quality of the drinking water system. The CWSRF and DWSRF programs typically offer a mix of low interest (2%) loans and grant funds. Repayment does not begin until two years after the monies have been borrowed.
- 4) **Massachusetts School Building Authority (MSBA):** The MSBA provides funding for school feasibility, design, and construction. Projects must be accepted into the process in response to the submission of a Statement of Interest which identifies a facility problem to be solved. Subsequently, the community must appropriate funding for schematic design and later for construction before the MSBA will commit to its share of the project. If accepted, the MSBA determines the amount of reimbursement it will offer based upon community need, with a minimum base rate of 31%. The percent of reimbursement can then be increased based upon three factors: community income factor, community property wealth factor, and community poverty factor.
- 5) **Mass DOT Complete Streets.** Funding program that allows up to \$400,000 in construction funds.
- 6) **MA Community Compact Grants** (fit in where/how?)... eg. funds upwards of \$68,000 for a particular MA town's IT equipment.
- 7) **MA Other.** Many Commonwealth departments also offer annual grant opportunities that are available to municipalities typically through a competitive application process. State grant programs that may be used for capital expenses include, but are not limited to the Green Community grants (project to improve sustainability) and Parkland Acquisitions and Renovations for Communities (PARC) grants.



Agenda Item Summary

Agenda Item #	IX. 1.
Date	1/27/2021

Staff

Ken Beaugrand, Real Estate Specialist

Subject

Conveyance of Portions of Quaril (s/k/a Quail) Avenue and Hancock Street shown as Parcels 1 and 4 on Plan No. 2020-57, (4,400 s.f.) recorded at Nantucket County Registry of Deeds, as authorized by the affirmative vote of Warrant Article 97 of the 2014 Annual Town Meeting to Ramos Family Realty Trust.

Executive Summary

Article 97 of the 2014 ATM authorized the conveyance of the parcels taken, pursuant to Article 96 of the 2014 ATM of the fee or lesser interests in portions of "Quail" (Quaril) and Hancock St. for public ways, open space, and/or general municipal purposes. Parcels 1 and 4 as shown on recorded Plan 2020-57, have a combined area of 4,400 SF. Said parcels directly abut 24 South Shore Road, which currently is greater than 40,000 SF, the minimum required lot area in the LUG-1 zoning district. Parcels 1 and 4 are to be combined with 24 South Shore Road and shall not be used as separate buildable lots or resold as a separate buildable lot and shall be used for residential uses only or for the pre-existing non-conforming use of the abutting property at 24 South Shore Road. No driveways or pedestrian paths are located within the paper roads. Real Estate Assessment Committee (REAC) recommends disposition.

Staff Recommendation

Proceed with the conveyance at \$2 per square foot or \$8,800 plus legal fees as unanimously recommended by the REAC.

Background/Discussion

This disposition of a so called "paper street" in Surfside is part of the Yard Sale Program.

Impact: Environmental ☐ Fiscal ☒ Community ☒ Other ☐

To complete the disposition and increase taxable land area.

Board/Commission Recommendation

REAC reviewed and approved this matter at its meeting on January 13, 2021.

Public Outreach

Approved at 2014 Annual Town Meeting. Notice of taking published in paper and sent to abutters by certified mail.

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

Conforms with the intent of the Yard Sale Program.

Attachments

Purchase and Sale Agreement, Quitclaim Deed and Settlement Statement; Plan No. 2020-57



PURCHASE AND SALE AGREEMENT

Agreement made this day of , 2021.

1. PARTIES AND MAILING ADDRESSES

The Town of Nantucket, a municipal corporation acting by and through its Select Board having an address of 16 Broad Street, Nantucket, Massachusetts 02554, hereinafter called the SELLER, agrees to SELL and Leigh M. Topham Ramos, Trustee of the Ramos Family Realty Trust under Declaration of Trust dated June 8, 2000, recorded with Nantucket County Registry of Deeds in Book 663, Page 6, having a mailing address of P.O. Box 1270, Nantucket, Massachusetts 02554, hereinafter called the BUYER or PURCHASER, agrees to BUY, upon the terms hereinafter set forth, the following described premises:

2. DESCRIPTION

The premises are two parcels of land in Nantucket, Massachusetts shown as Parcel 1, Quail Avenue a/k/a Quaril Avenue , containing 4,000± square feet, and Parcel 4, Hancock Street containing 400± square feet, shown on a plan of land entitled "Plan of Taking for the Town of Nantucket in Nantucket, Mass.," dated October 13, 2020, prepared by Earle & Sullivan, Inc., recorded with Nantucket County Registry of Deeds as Plan No. 2020-57(the "Property" or "Premises"). The Premises are considered non-conforming lots pursuant to the Town of Nantucket Code.

3. BUILDINGS, STRUCTURES, IMPROVEMENTS, FIXTURES

Intentionally Omitted (Vacant Land).

4. TITLE DEED

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

- (a) Any liens for municipal betterments assessed after the date of this agreement;
- (b) Laws, by-laws, rules, and regulations, whether federal, state, or local, which affect the use of the Premises, including, but not limited to, rules and regulations of the Nantucket Conservation Commission, Nantucket Zoning By-Law, Nantucket Historic District Commission, Nantucket Building Department, Nantucket Planning Board and Nantucket Board of Health;
- (c) Real estate taxes for the then-current fiscal year and future periods which are not due and payable at the time of delivery of the deed;
- (d) Any fee which may be imposed upon the transaction which is the subject of this agreement by

the Nantucket Land Bank Commission, which the Buyer agrees to pay at the time of delivery of the deed;

(e) Any right, restrictions or easements and reservations of record, if any, so long as the same do not prohibit or materially interfere with the use of said premises for residential purposes;

(f) Any public rights existing below mean high water, if applicable; and

(g) Said deed shall contain a reversion clause and a restriction set forth in Section 35 below to require the Premises to be used, and effectively merged with, the BUYER'S existing property known as 24 South Shore Road, Nantucket, Massachusetts, which is shown as Town Assessor's Map 80 as Parcel 116 for residential purposes or for the pre-existing non-conforming use of the property at 24 South Shore Road, and permanently restricting any further division or subdivision of the Premises as combined with said existing property except as provided in Section 35 below.

5. PLANS

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

6. REGISTERED TITLE

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

7. PURCHASE PRICE

The agreed purchase price for said premises is Eight Thousand Eight Hundred and 00/100 Dollars (\$8,800.00), of which

\$ 0.00	was paid with Proposal
\$ 8,800.00	is to be paid at the time of delivery of the deed in cash, or by certified, cashier's, treasurer's or bank check(s).
\$ 8,800.00	Total

8. TIME FOR PERFORMANCE; DELIVERY OF DEED

Said deed is to be delivered to BUYER at the Nantucket County Registry of Deeds at 1:00 P.M. on the 28th day of January 2021, unless otherwise agreed upon in writing. It is agreed that time is of the essence of this agreement.

9. POSSESSION AND CONDITION OF PREMISES

Full possession of said premises free of all tenants and occupants is to be delivered at the time of the

delivery of the deed, said Premises to be then (a) in the same condition as they are now, and (b) in compliance with provisions of any instrument referred to in clause 4 hereof. The BUYER shall be entitled to personally inspect the premises prior to the delivery of the deed in order to determine whether the condition of the premises complies with the terms of this clause.

10. EXTENSION TO PERFECT TITLE OR MAKE PREMISES CONFORM

If the SELLER shall be unable to give title or to make conveyance, or to deliver possession of the premises, all as herein stipulated, or if at the time of delivery of the deed the premises do not conform with the provisions hereof, then the SELLER shall use reasonable efforts to remove any defects in title, or to deliver possession as provided herein, or to make the said premises conform to the provisions hereof, as the case may be, in which event the SELLER shall give written notice thereof to the BUYER at or before the time for performance hereunder, and thereupon the time for performance hereof shall be extended for a period of thirty (30) days. In the event that such an extension occurs, BUYER agrees to close prior to expiration of the extension period and as soon as reasonably possible after SELLER is prepared to deliver the Premises in compliance with this Agreement. In no event shall SELLER be required to expend more than a total of \$1,000.00 to clear title to and deliver possession of the Premises.

11. FAILURE TO PERFECT TITLE OR MAKE PREMISES CONFORM

If at the expiration of the extended time the SELLER shall have failed so to remove any defects in title, deliver possession, or make the premises conform, as the case may be, all as herein agreed, then any payments made under this agreement shall be forthwith refunded and all other obligations of the parties hereto shall cease and this agreement shall be void without recourse to the parties hereto.

12. BUYER'S ELECTION TO ACCEPT TITLE

The BUYER shall have the election, at either the original or any extended time for performance, to accept such title as the SELLER can deliver to the said premises in their then condition and to pay therefore the purchase price without deduction, in which case the SELLER shall convey such title.

13. ACCEPTANCE OF DEED

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

14. USE OF MONEY TO CLEAR TITLE

To enable the SELLER to make conveyance as herein provided, the SELLER may, at the time of delivery of the deed, use the purchase money or any portion thereof to clear the title of any or all encumbrances or interests, provided that all instruments so procured are recorded simultaneously with the delivery of said deed.

15. INSURANCE

Intentionally Omitted (Vacant Land).

16. ADJUSTMENTS

A payment in lieu of taxes shall be paid in accordance with G.L. c. 44, § 63A as of the day of performance of this Agreement and the amount thereof shall be added to the purchase price payable by BUYER at the time of delivery of the deed.

17. ADJUSTMENT OF UNASSESSED AND UNABATED TAXES

Intentionally Omitted.

18. BROKER'S FEE

Intentionally Omitted.

19. BROKER'S WARRANTY

Intentionally Omitted.

20. DEPOSIT

All deposits made hereunder shall be held in escrow by Town Treasurer, as escrow agent in a non-interest bearing account subject to the terms of this agreement and shall be duly accounted for at the time for performance of this agreement. In the event of any disagreement between the parties, escrow agent shall retain all deposits made under this agreement pending instructions mutually given in writing by the SELLER and the BUYER, or by court order by a Court having competent jurisdiction.

All deposits made hereunder shall be placed in a non-interest-bearing account. The escrow agent hereunder shall not be liable for any loss suffered with respect to the escrow account or for any action or inaction taken by the escrow agent in good faith with respect to the account or deposit. The escrow agent may resign at any time by transferring the deposit to a successor escrow agent reasonably acceptable to SELLER and BUYER which successor agrees in writing to act as escrow agent. BUYER and SELLER jointly and severally agree to indemnify and hold the escrow agent harmless for any and all costs and expenses, including reasonable attorney's fees, incurred in connection with any such dispute.

21. BUYER'S DEFAULT; DAMAGES

If the BUYER shall fail to fulfill the BUYER'S agreements herein, all deposits made hereunder by the BUYER shall be retained by the SELLER as liquidated damages which shall be the SELLER'S sole and exclusive remedy at law and in equity for a breach of this agreement.

22. RELEASE BY HUSBAND OR WIFE

Intentionally Omitted.

23. BROKER AS PARTY

Intentionally Omitted.

24. LIABILITY OF TRUSTEES, SHAREHOLDERS OR BENEFICIARIES

If the SELLER or BUYER executes this agreement in a representative or fiduciary capacity, only the principal or the estate represented shall be bound, and neither the SELLER or BUYER so executing, nor any shareholder or beneficiary of any trust, shall be personally liable for any obligation, express or implied, hereunder.

25. WARRANTIES AND REPRESENTATIONS

The BUYER acknowledges that the BUYER has not been influenced to enter into this transaction nor has he relied upon any warranties or representations not set forth or incorporated in this agreement or previously made in writing, except for the following additional warranties and representations, if any, made by either the SELLER: NONE. SELLER and SELLER's agents have made no warranties or representations, express or implied, and BUYER is purchasing the premises in it's "AS IS" and without inspection.

26. MORTGAGE CONTINGENCY CLAUSE

None.

27. CONSTRUCTION OF AGREEMENT

This instrument, executed in multiple counterparts, is to be construed as a Massachusetts contract, is to take effect as a sealed instrument, sets forth the entire contract between the parties, is binding upon and inures to the benefit of the parties hereto and their respective heirs, devisees, executors, administrators, successors and assigns, and may be canceled, modified or amended only by a written instrument executed by both the SELLER and the BUYER or their respective counsel. The Parties may rely upon facsimile copies of such written instruments. If two or more persons are named herein as BUYER their obligations hereunder shall be joint and several. The captions and marginal notes are used only as a matter of convenience and are not to be considered a part of this agreement or to be used in determining the intent of the parties to it.

28. TITLE STANDARDS AND CONVEYANCING PRACTICES

Any matter relating to performance of this Agreement which is the subject of a title, practice or ethical standard of the Real Estate Bar Association of Massachusetts shall be governed by such standard to the extent applicable.

29. NOTICES

All notices, demands, consents and approvals required or permitted hereunder shall be deemed to have been duly given if in writing addressed to BUYER or SELLER at:

In the case of BUYER:

Leigh M. Topham Ramos, Trustee of
Ramos Family Realty Trust
P.O. Box 1270
Nantucket, MA 02554

With a copy to:

Kenneth A. Gullicksen, Esq.
Reade, Gullicksen, Hanley &
Gifford, LLP
6 Young's Way
P.O. Box 2669
Nantucket, MA 02584
(508) 228- 3128
Facsimile: (508) 228- 5630

In the case of SELLER:

Town of Nantucket
Town and County Building
16 Broad Street
Nantucket, MA 02554

With a copy to:

Vicki S. Marsh, Esq.
KP Law, P.C.
101 Arch Street, 12th Fl.
Boston, MA 02110
(617) 556-0007
Facsimile: (617) 654-1735

and shall be deemed delivered upon the earliest to occur of (a) receipt or refusal to accept delivery; or (b) upon delivery prior to 5:00 P.M. on any business day by telecopy evidenced by written or printed receipt confirmation, provided a copy of any such notice sent by telecopy is sent also by means of one of the above-described manners of delivery. BUYER and SELLER may change the address to which any notice is to be sent by giving reasonable notice to the other party of such new address in the manner specified.

30. NO BROKER WARRANTY

The parties warrant and represent each to the other that there is no broker involved with the transaction to which this agreement pertains. In the event of a breach of the foregoing representation, the breaching party shall indemnify and hold harmless the non-breaching party for all expenses, including attorney's fees, which arise from such breach. The provisions of this section shall survive delivery of the deed hereunder.

31. SELLER'S CONTINGENCY

SELLER'S obligations hereunder shall be contingent upon SELLER complying prior to closing with the

requirements of Massachusetts General Laws Chapter 30B concerning public procurement of the premises and obtaining all necessary authority to sell the premises, including but not limited to a declaration that the premises constitutes surplus property and an appropriate Town Meeting vote.

32. VENUE

The parties hereto agree that all actions on this Agreement shall be brought in the Superior Court Department of the Trial Court, Commonwealth of Massachusetts, Nantucket Division, to the extent that said Court shall have jurisdiction of the subject matter in any such action.

33. EXTENSION AUTHORITY

By executing this Agreement, Buyer and Seller hereby grant to their respective attorneys the actual authority to bind them by facsimile for the limited purpose of allowing them to grant extensions, and Buyer and Seller shall be able to rely upon the signature of said attorneys as binding unless they have actual knowledge that either party has disclaimed the authority granted herein to bind them.

34. CLOSING DOCUMENTS

BUYER agrees to sign at closing all forms reasonably required by SELLER including without limitation a disclosure statement pursuant to G.L. c. 7C, sec. 38. BUYER agrees to pay the legal costs incurred for preparing a Quitclaim Deed for the Premises.

35. MERGER OF PREMISES

BUYER shall consolidate the Premises with the BUYER'S existing abutting lot as set forth in the terms of the Request for Proposals for the "Nantucket Yard Sale Program." This consolidation process includes but is not limited to: obtaining a special permit from the Zoning Board of Appeals to alter any premises which is a nonconforming lot pursuant to Town Code 139-33A (8) and, filing a new perimeter plan with the Nantucket Planning Board and Massachusetts Land Court, if applicable.

BUYER warrants that the Premises shall not be used as separate buildable lots or resold as a separate buildable lot and shall be used for residential uses only or for the pre-existing non-conforming use of the abutting property at 24 South Shore Road. Notwithstanding any provision herein to the contrary, BUYER shall accept the deed required to be delivered pursuant to this Agreement if such deed contains permanent restrictions, held by SELLER and running with the land, to enforce such restrictions and covenants as follows:

"The Grantor's conveyance of the parcel(s) described herein is based in part on the Grantee's warranty and representation to the Grantor that such parcel(s) shall be used only for residential purposes or for the pre-existing non-conforming use of the abutting property at 24 South Shore Road and shall, for all intents and purposes, be combined with and considered as one parcel with the abutting property at 24 South Shore Road shown on Town Assessor's Map 80 as Parcel 116 previously acquired by Grantee pursuant to the deed recorded with Nantucket County Registry of Deeds in Book 663, Page 11 (together, the "Combined Premises"), and that no part of the Combined Premises shall be hereafter be divided, subdivided or conveyed as a separate parcel or parcels, except for a division or subdivision of any portion of the Combined Premises into no more than two (2) buildable lots as defined in Chapter 139 of the Town of Nantucket Code, unless prior written permission is granted by the Town of Nantucket Select Board..

Accordingly, the parcels hereby granted to the Grantee are conveyed subject to permanent restrictions hereby reserved to and held by the Grantor, forever restricting the Combined Premises to residential use or to a pre-existing non-conforming use of the property at 24 South Shore Road as defined in Chapter 139 of the Town of Nantucket Code as from time to time amended, prohibiting the division or subdivision of any portion of the Combined Premises, except for a division or subdivision of any portion of the Combined Premises into no more than two (2) buildable lots as defined in Chapter 139 of the Town of Nantucket Code, and prohibiting the use or conveyance of any portion of the Combined Premises apart from another portion of the Combined Premises, and automatically effectuating a reversion of the Parcels to the Grantor, if within twenty-four months of the Date of the Deed, the Parcels have not been merged with the Grantee's existing property in accordance with the Town of Nantucket By-Laws and statutes. These restrictions shall run with the title to the Combined Premises, and no part of the Combined Premises shall be hereafter used or conveyed in a manner inconsistent with these restrictions unless a prior written release is granted by the Town of Nantucket Select Board and recorded said Deeds."

These restrictions shall be enforceable for a term of 200 years from the date hereof, and all of the agreements, restrictions, rights and covenants contained herein shall be deemed to be "other restrictions held by any governmental body" pursuant to G.L. c. 184, Section 26 such that the restrictions contained herein shall be enforceable for the full term of 200 years and not be limited in duration by any contrary rule or operation of law. Nevertheless, if recording of a notice is ever needed to extend the time period for enforceability of these restrictions, the grantee hereby appoints the grantor as its agent and attorney in fact to execute and record such notice and further agrees that the grantee shall execute and record such notice upon request. The representations, warranties and provisions of this Section 35 shall survive the delivery of this deed and any conveyance of the Premises, and BUYER shall accept a deed required to be delivered pursuant to this Agreement if such deed contains permanent restrictions, held by SELLER and running with the land, to enforce these covenants.

36. CONDITION OF PREMISES

BUYER acknowledges that prior to the date of this Agreement, BUYER entered the Premises for the purpose of surveying and inspecting the Premises, as necessary for BUYER's financing and purchasing of the Premises and BUYER agrees that BUYER and BUYER's agents fully and completely inspected the Premises, and that BUYER is wholly satisfied with the condition of the Premises. SELLER and SELLER's agents have made no warranties or representations with respect to the Premises, express or implied, on which BUYER has relied except as otherwise set forth in this Agreement. In the event that BUYER and/or BUYER's agents, contractors and employees access the Premises to make any further inspections, assessments, surveys, appraisals or other non-invasive examination of the surface of the Premises, then such access shall be solely at the BUYER's risk, and BUYER shall indemnify and save SELLER harmless from any and all claims, demands, suits or causes of action of any nature whatsoever arising from BUYER's and its agents', contractors' and employees' presence at and/or actions upon or about the Premises, including, without limitation, any claim for personal injury or property damage made by any such person afforded access to the Premises pursuant hereto. BUYER will, and will cause its agents, employees, and contractors, to observe any posted rules and regulations on the Premises.

37. REPRESENTATION BY COUNSEL

BUYER and SELLER each acknowledge and agree that they have by counsel of their own choosing or have had an opportunity to be so represented by counsel, and both BUYER and SELLER have read and understand the terms of this Agreement.

38. ASSIGNMENT AND RECORDING OF AGREEMENT

BUYER shall not file this Agreement with any Registry of Deeds or recording office. BUYER shall not assign this Agreement to any party without SELLER's prior written consent, which consent SELLER may withhold for any or no reason. In the event BUYER so files or assigns this Agreement without SELLER's prior written consent, then SELLER may elect, upon written notice to BUYER, to terminate this Agreement and to retain any and all deposits.

39. SEVERABILITY

If this Agreement shall contain any term or provision which shall be invalid, then the remainder of the Agreement, as the case may be, shall not be affected thereby and shall remain valid and in full force and effect to the fullest extent permitted by law, provided such term or provision does not materially affect the obligations of either of the parties nor the essence of the Agreement.

SELLER:
TOWN OF NANTUCKET
By its Select Board

ESCROW AGENT:
TOWN TREASURER

BUYER: RAMOS FAMILY REALTY TRUST

By: _____
Leigh M. Topham Ramos, Trustee

QUITCLAIM DEED

Parcel 1, Quail Avenue a/k/a Quaril Avenue and Parcel 4, Hancock Street, Nantucket, Massachusetts

The **Town of Nantucket**, a Massachusetts municipal corporation having a principal place of business at 16 Broad Street, Nantucket, Nantucket County, Massachusetts acting by and through its Select Board (the “Grantor”), in consideration of Eight Thousand Eight Hundred and 00/100 Dollars (\$8,800.00), the receipt of which is hereby acknowledged, pursuant to the authority of Article 97 voted upon at the 2014 Annual Town Meeting, a certified copy of which is attached hereto, grants to **Leigh M. Topham Ramos (F/K/A Leigh M. Topham), Trustee of Ramos Family Realty Trust under a Declaration of Trust dated June 8, 2000, recorded with Nantucket County Registry of Deeds in Book 663, Page 6**, having a mailing address of P.O. Box 1270, Nantucket, Massachusetts 02554 (the “Grantee”), with QUITCLAIM COVENANTS, two certain parcels of land in Nantucket, Massachusetts shown as Parcel 1, Quail Avenue a/k/a Quaril Avenue containing 4,000± square feet and Parcel 4, Hancock Street containing 400± square feet on a plan of land entitled “Plan of Taking for the Town of Nantucket in Nantucket, Mass.,” dated October 13, 2020, prepared by Earle & Sullivan, Inc., recorded with Nantucket County Registry of Deeds as Plan No. 2020-57 (the “Parcels”). The Parcels hereby conveyed are portions of Quail Avenue a/k/a Quaril Avenue and Hancock Street and are vacant land.

The Grantor’s conveyance of these Parcels is based in part on the Grantee’s warranty and representation to the Grantor that such Parcels shall be used only for residential purposes or for the pre-existing non-conforming use of the property at 24 South Shore Road and shall, for all intents and purposes, be combined with and considered as one parcel with the abutting property at 24 South Shore Road shown on Town Assessor’s Map 80 as Parcel 116 previously acquired by Grantee pursuant to Deed recorded with the Nantucket County Registry of Deeds in Book 663, Page 11 (collectively with the Parcels, the “Combined Premises”), and that no part of such Parcels or the Combined Premises shall hereafter be divided, subdivided or conveyed as a separate parcel or parcels, except for a division or subdivision of any portion of the Combined Premises into no more than two (2) buildable lots as defined in Chapter 139 of the Town of Nantucket Code, unless prior written permission is granted by the Town of Nantucket Select Board and such permission is recorded with said Deeds. Accordingly, the Parcels hereby granted to the Grantee are conveyed subject to permanent restrictions hereby reserved to and held by the Grantor, forever restricting the Parcels and Combined Premises to residential use as defined in Chapter 139 of the Town of Nantucket Code, as from time to time amended or to the pre-existing non-conforming use of the property at 24 South Shore Road, prohibiting the division or subdivision of any portion of the Combined Premises, except for a division or subdivision of any portion of the Combined Premises into no more than two (2) buildable lots as defined in Chapter 139 of the town of Nantucket Code, and prohibiting the conveyance or use of any portion of the Combined Premises apart from another portion of the Combined Premises and automatically

effectuating a reversion of the Parcels to the Grantor, if within twenty-four (24) months of the date of this Deed, the Parcels have not been merged with the Grantee's existing property in accordance with the Town of Nantucket By-Laws and statutes. These restrictions shall run with the title to the Combined Premises, and no part of the Combined Premises shall be hereafter used, conveyed, divided or subdivided in a manner inconsistent with these restrictions unless prior written release is granted by the Town of Nantucket Select Board and recorded with said Deeds.

By accepting and recording this Quitclaim Deed, the Grantee expressly agrees to the Grantor's reservation of, and otherwise grants to the Grantor, such restrictions on the use of the Combined Premises. These restrictions shall be enforceable for a term of 200 years from the date hereof, and all of the agreements, restrictions, rights and covenants contained herein shall be deemed to be "other restrictions held by any governmental body," pursuant to G.L. c. 184, §26, such that the restrictions contained herein shall be enforceable for the term of 200 years and not be limited in duration by any contrary rule or operation of law. Nevertheless, if recording of a notice is ever needed to extend the time period for enforceability of these restrictions, the Grantee hereby appoints the Grantor as its agent and attorney in fact to execute and record such notice and further agrees that the Grantee shall execute and record such notice upon request.

The undersigned certifies that there has been full compliance with the provisions of G. L. c. 44 §63A.

No deed stamp taxes are due on this conveyance pursuant to G.L. c. 64D, §1.

For Grantor's title, see Order of Taking dated December 16, 2020, recorded with said Deeds in Book 1789, Page 198.

[Remainder of Page Intentionally Blank. Signatures Follow on Next Page.]

EXECUTED under seal this _____ day of _____, 2021.

TOWN OF NANTUCKET
BY ITS SELECT BOARD

Dawn E. Hill Holdgate

Jason Bridges

Matthew G. Fee

Kristie L. Ferrantella

Melissa K. Murphy

COMMONWEALTH OF MASSACHUSETTS

Nantucket, ss

On this _____ day of _____, 2021, before me, the undersigned Notary Public, personally appeared Dawn E. Hill Holdgate, Jason Bridges, Matthew G. Fee, Kristie L. Ferrantella and Melissa K. Murphy as Members of the Select Board of the Town of Nantucket, proved to me through satisfactory evidence of identification, which was personal knowledge of the undersigned, to be the persons whose names are signed on the preceding or attached document, and acknowledged to me that they signed it voluntarily for its stated purpose as the free and deed of the Select Board of the Town of Nantucket.

Notary Public
My Commission Expires:

SETTLEMENT STATEMENT

Town of Nantucket ("Seller")
Leigh M. Topham, Trustee of Ramos Family Realty Trust("Buyer")
Parcel 1, Quaril Avenue and Parcel 4, Hancock Street,
Nantucket, MA (Property)
January 28, 2021 (Closing Date)

Purchase Price: \$ 8,800.00

Less:

Deposit \$ 00.00

Plus:

Payment in Lieu of Tax Adjustment
1/28/21-6/30/21 \$ 12.32
7/1/21-6/30/22 \$ 30.36

Reimbursement of Town's Legal Fees \$ 1,000.00

Net Amount Due Seller: \$ 9,842.68

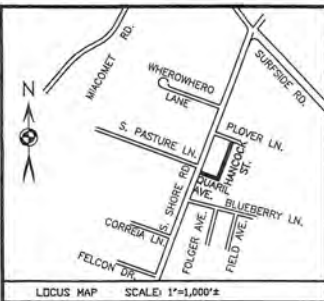
Checks:

Town of Nantucket \$ 9,842.68

**BUYER: RAMOS FAMILY
REALTY TRUST**

**SELLER: TOWN OF NANTUCKET
SELECT BOARD**

By: _____
Leigh M. Topham, Trustee

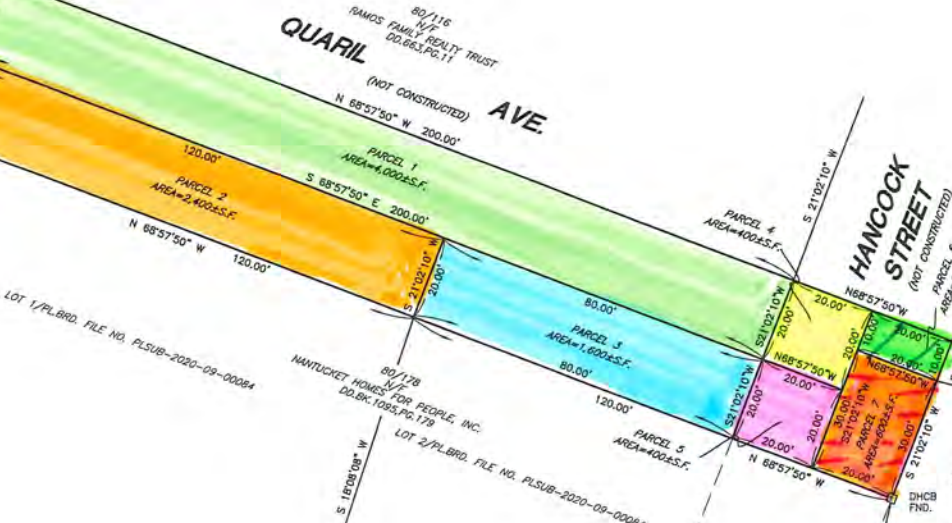


SOUTH SHORE ROAD
 PUBLIC - 66 FT. WIDE
 LAYOUT / ROAD PLAN DRAWING #1
 DO.BK.187, PG.172
 DO.BK.187, PG.172

PLOVER LN.

QUARIL AVE.

HANCOCK STREET
 (NOT CONSTRUCTED)



"I HEREBY CERTIFY THAT THIS PLAN HAS BEEN PREPARED IN ACCORDANCE WITH THE RULES AND REGULATIONS OF THE REGISTERS OF DEEDS OF THE COMMONWEALTH OF MASSACHUSETTS."

Stephen J. Sullivan
 PROFESSIONAL LAND SURVEYOR
 DATE 10/13/2020



NANTUCKET REGISTRY OF DEEDS
 Date November 20, 2020
 Time 1:05 pm
 Plan No. 2020-57
 Attest: Jennifer Ferreira
 Register
Sheet 1 of 1
 RESERVED FOR REGISTRY USE ONLY

2020 00000057
 Bk: Pg: 0 Page: 0
 Doc: PLAN 11/20/2020 01:05 PM

BEING A PLAN FOR REAL ESTATE ACQUISITION AND CONVEYANCE OF PAPER STREETS AS REFERRED TO IN ARTICLES 96 & 97, AT THE 2014 ATM

PLAN OF TAKING FOR THE TOWN OF NANTUCKET IN NANTUCKET, MASS.

SCALE: 1"= 20' DATE: OCT. 13, 2020

EARLE & SULLIVAN, INC.
 PROFESSIONAL LAND SURVEYORS
 6 YOUNGS WAY
 NANTUCKET, MA 02554
 508-332-4808



SELECTBOARD

[Signature]
 DATE SIGNED _____

NANTUCKET PLANNING BOARD

[Signature]
[Signature]
 DATE SIGNED 10-21-2020
 FILE NO. PLSUB-2020-10-00100



Agenda Item Summary

Agenda Item #	IX. 2.
Date	1/27/2021

Staff

Ken Beaugrand, Real Estate Specialist

Subject

Conveyance of Portions of Quaril (s/k/a Quail) Avenue and Hancock Street shown as Parcels 2, 3 and 5 on Plan No. 2020-57, (4,400 s.f.) recorded at Nantucket County Registry of Deeds, as authorized by the affirmative vote of Warrant Article 97 of the 2014 Annual Town Meeting to Kristopher Megna and Douglas Carlson

Executive Summary

Article 97 of the 2014 ATM authorized the conveyance of the parcels taken, pursuant to Article 96 of the 2014 ATM of the fee or lesser interests in portions of "Quail" (Quaril) and Hancock St. for public ways, open space, and/or general municipal purposes. Parcels 2, 3 and 5 as shown on recorded Plan 2020-57, have a combined area of 4,400 SF. Said parcels directly abut 28 South Shore Road, which currently is greater than 40,000 SF, the minimum required lot area in the LUG-1 zoning district. No driveways or pedestrian paths are located within the paper roads. Real Estate Assessment Committee (REAC) recommends disposition.

Staff Recommendation

Proceed with the conveyance at \$2 per square foot or \$8,800 plus legal fees as unanimously recommended by the REAC.

Background/Discussion

This disposition of a so called "paper street" in Surfside is part of the Yard Sale Program.

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

To complete the disposition and increase taxable land area.

Board/Commission Recommendation

REAC reviewed and approved at its meeting on January 13, 2021.

Public Outreach

Approved at 2014 Annual Town Meeting. Notice of taking published in paper and sent to abutters by certified mail.

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

Conforms with the intent of the Yard Sale Program.

Attachments

Purchase & Sale Agreement, Quitclaim Deed and Settlement Statement; Plan No. 2020-57



PURCHASE AND SALE AGREEMENT

Agreement made this day of , 2021.

1. PARTIES AND MAILING ADDRESSES

The Town of Nantucket, a municipal corporation acting by and through its Select Board having an address of 16 Broad Street, Nantucket, Massachusetts 02554, hereinafter called the SELLER, agrees to SELL and Kristopher Megna and Douglas Carlson, having a mailing address of 403 Waltham Street, Lexington, Massachusetts 02421, hereinafter called the BUYER or PURCHASER, agrees to BUY, upon the terms hereinafter set forth, the following described premises:

2. DESCRIPTION

The premises are three parcels of land in Nantucket, Massachusetts shown as Parcel 2, Quaril Avenue, containing 2,400± square feet, Parcel 3, Quaril Avenue, containing 1,600± square feet and Parcel 5, Hancock Street containing 400± square feet, shown on a plan of land entitled "Plan of Taking for the Town of Nantucket in Nantucket, Mass.," dated October 13, 2020, prepared by Earle & Sullivan, Inc. and recorded with Nantucket County Registry of Deeds as Plan No. 2020-57 (the "Property" or "Premises"). The Premises are considered non-conforming lots pursuant to the Town of Nantucket Code.

3. BUILDINGS, STRUCTURES, IMPROVEMENTS, FIXTURES

Intentionally Omitted (Vacant Land).

4. TITLE DEED

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

- (a) Any liens for municipal betterments assessed after the date of this agreement;
- (b) Laws, by-laws, rules, and regulations, whether federal, state, or local, which affect the use of the Premises, including, but not limited to, rules and regulations of the Nantucket Conservation Commission, Nantucket Zoning By-Law, Nantucket Historic District Commission, Nantucket Building Department, Nantucket Planning Board and Nantucket Board of Health;
- (c) Real estate taxes for the then-current fiscal year and future periods which are not due and payable at the time of delivery of the deed;
- (d) Any fee which may be imposed upon the transaction which is the subject of this agreement by the Nantucket Land Bank Commission, which the Buyer agrees to pay at the time of delivery of the

deed;

(e) Any right, restrictions or easements and reservations of record, if any, so long as the same do not prohibit or materially interfere with the use of said premises for residential purposes;

(f) Any public rights existing below mean high water, if applicable; and

(g) Said deed shall contain a reversion clause and a restriction set forth in Section 35 below to require the Premises to be used, and effectively merged with, the BUYER'S existing property known as 28 South Shore Road, Nantucket, Massachusetts, which is shown as Town Assessor's Map 80 as Parcel 178 for residential purposes and permanently restricting any further division or subdivision of the Premises as combined with said existing property.

5. PLANS

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

6. REGISTERED TITLE

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

7. PURCHASE PRICE

The agreed purchase price for said premises is Eight Thousand Eight Hundred and 00/100 Dollars (\$8,800.00), of which

\$ 0.00	was paid with Proposal
\$ 8,800.00	is to be paid at the time of delivery of the deed in cash, or by certified, cashier's, treasurer's or bank check(s).
\$ 8,800.00	Total

8. TIME FOR PERFORMANCE; DELIVERY OF DEED

Said deed is to be delivered to BUYER at the Nantucket County Registry of Deeds at 1:00 P.M. on the 28th day of January, 2021, unless otherwise agreed upon in writing. It is agreed that time is of the essence of this agreement.

9. POSSESSION AND CONDITION OF PREMISES

Full possession of said premises free of all tenants and occupants is to be delivered at the time of the delivery of the deed, said Premises to be then (a) in the same condition as they are now, and (b) in compliance with provisions of any instrument referred to in clause 4 hereof. The BUYER shall be entitled to

personally inspect the premises prior to the delivery of the deed in order to determine whether the condition of the premises complies with the terms of this clause.

10. EXTENSION TO PERFECT TITLE OR MAKE PREMISES CONFORM

If the SELLER shall be unable to give title or to make conveyance, or to deliver possession of the premises, all as herein stipulated, or if at the time of delivery of the deed the premises do not conform with the provisions hereof, then the SELLER shall use reasonable efforts to remove any defects in title, or to deliver possession as provided herein, or to make the said premises conform to the provisions hereof, as the case may be, in which event the SELLER shall give written notice thereof to the BUYER at or before the time for performance hereunder, and thereupon the time for performance hereof shall be extended for a period of thirty (30) days. In the event that such an extension occurs, BUYER agrees to close prior to expiration of the extension period and as soon as reasonably possible after SELLER is prepared to deliver the Premises in compliance with this Agreement. In no event shall SELLER be required to expend more than a total of \$1,000.00 to clear title to and deliver possession of the Premises.

11. FAILURE TO PERFECT TITLE OR MAKE PREMISES CONFORM

If at the expiration of the extended time the SELLER shall have failed so to remove any defects in title, deliver possession, or make the premises conform, as the case may be, all as herein agreed, then any payments made under this agreement shall be forthwith refunded and all other obligations of the parties hereto shall cease and this agreement shall be void without recourse to the parties hereto.

12. BUYER'S ELECTION TO ACCEPT TITLE

The BUYER shall have the election, at either the original or any extended time for performance, to accept such title as the SELLER can deliver to the said premises in their then condition and to pay therefore the purchase price without deduction, in which case the SELLER shall convey such title.

13. ACCEPTANCE OF DEED

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

14. USE OF MONEY TO CLEAR TITLE

To enable the SELLER to make conveyance as herein provided, the SELLER may, at the time of delivery of the deed, use the purchase money or any portion thereof to clear the title of any or all encumbrances or interests, provided that all instruments so procured are recorded simultaneously with the delivery of said deed.

15. INSURANCE

Intentionally Omitted (Vacant Land).

16. ADJUSTMENTS

A payment in lieu of taxes shall be paid in accordance with G.L. c. 44, § 63A as of the day of performance of this Agreement and the amount thereof shall be added to the purchase price payable by BUYER at the time of delivery of the deed.

17. ADJUSTMENT OF UNASSESSED AND UNABATED TAXES

Intentionally Omitted.

18. BROKER'S FEE

Intentionally Omitted.

19. BROKER'S WARRANTY

Intentionally Omitted.

20. DEPOSIT

All deposits made hereunder shall be held in escrow by Town Treasurer, as escrow agent in a non-interest bearing account subject to the terms of this agreement and shall be duly accounted for at the time for performance of this agreement. In the event of any disagreement between the parties, escrow agent shall retain all deposits made under this agreement pending instructions mutually given in writing by the SELLER and the BUYER, or by court order by a Court having competent jurisdiction.

All deposits made hereunder shall be placed in a non-interest-bearing account. The escrow agent hereunder shall not be liable for any loss suffered with respect to the escrow account or for any action or inaction taken by the escrow agent in good faith with respect to the account or deposit. The escrow agent may resign at any time by transferring the deposit to a successor escrow agent reasonably acceptable to SELLER and BUYER which successor agrees in writing to act as escrow agent. BUYER and SELLER jointly and severally agree to indemnify and hold the escrow agent harmless for any and all costs and expenses, including reasonable attorney's fees, incurred in connection with any such dispute.

21. BUYER'S DEFAULT; DAMAGES

If the BUYER shall fail to fulfill the BUYER'S agreements herein, all deposits made hereunder by the BUYER shall be retained by the SELLER as liquidated damages which shall be the SELLER'S sole and exclusive remedy at law and in equity for a breach of this agreement.

22. RELEASE BY HUSBAND OR WIFE

Intentionally Omitted.

23. BROKER AS PARTY

Intentionally Omitted.

24. LIABILITY OF TRUSTEES, SHAREHOLDERS OR BENEFICIARIES

If the SELLER or BUYER executes this agreement in a representative or fiduciary capacity, only the principal or the estate represented shall be bound, and neither the SELLER or BUYER so executing, nor any shareholder or beneficiary of any trust, shall be personally liable for any obligation, express or implied, hereunder.

25. WARRANTIES AND REPRESENTATIONS

The BUYER acknowledges that the BUYER has not been influenced to enter into this transaction nor has he relied upon any warranties or representations not set forth or incorporated in this agreement or previously made in writing, except for the following additional warranties and representations, if any, made by either the SELLER: NONE. SELLER and SELLER's agents have made no warranties or representations, express or implied, and BUYER is purchasing the premises in it's "AS IS" and without inspection.

26. MORTGAGE CONTINGENCY CLAUSE

None.

27. CONSTRUCTION OF AGREEMENT

This instrument, executed in multiple counterparts, is to be construed as a Massachusetts contract, is to take effect as a sealed instrument, sets forth the entire contract between the parties, is binding upon and inures to the benefit of the parties hereto and their respective heirs, devisees, executors, administrators, successors and assigns, and may be canceled, modified or amended only by a written instrument executed by both the SELLER and the BUYER or their respective counsel. The Parties may rely upon facsimile copies of such written instruments. If two or more persons are named herein as BUYER their obligations hereunder shall be joint and several. The captions and marginal notes are used only as a matter of convenience and are not to be considered a part of this agreement or to be used in determining the intent of the parties to it.

28. TITLE STANDARDS AND CONVEYANCING PRACTICES

Any matter relating to performance of this Agreement which is the subject of a title, practice or ethical standard of the Real Estate Bar Association of Massachusetts shall be governed by such standard to the extent applicable.

29. NOTICES

All notices, demands, consents and approvals required or permitted hereunder shall be deemed to have been duly given if in writing addressed to BUYER or SELLER at:

In the case of BUYER:

Mr. Kristopher Megna and
Mr. Douglas Carlson
403 Waltham Street
Lexington, MA 02421

With a copy to:

David Megna, Esq.

In the case of SELLER:

Town of Nantucket
Town and County Building
16 Broad Street
Nantucket, MA 02554

With a copy to:

Vicki S. Marsh, Esq.
KP Law, P.C.
101 Arch Street, 12th Fl.
Boston, MA 02110
(617) 556-0007
Facsimile: (617) 654-1735

and shall be deemed delivered upon the earliest to occur of (a) receipt or refusal to accept delivery; or (b) upon delivery prior to 5:00 P.M. on any business day by telecopy evidenced by written or printed receipt confirmation, provided a copy of any such notice sent by telecopy is sent also by means of one of the above-described manners of delivery. BUYER and SELLER may change the address to which any notice is to be sent by giving reasonable notice to the other party of such new address in the manner specified.

30. NO BROKER WARRANTY

The parties warrant and represent each to the other that there is no broker involved with the transaction to which this agreement pertains. In the event of a breach of the foregoing representation, the breaching party shall indemnify and hold harmless the non-breaching party for all expenses, including attorney's fees, which arise from such breach. The provisions of this section shall survive delivery of the deed hereunder.

31. SELLER'S CONTINGENCY

SELLER'S obligations hereunder shall be contingent upon SELLER complying prior to closing with the requirements of Massachusetts General Laws Chapter 30B concerning public procurement of the premises and obtaining all necessary authority to sell the premises, including but not limited to a declaration that the premises constitutes surplus property and an appropriate Town Meeting vote.

32. VENUE

The parties hereto agree that all actions on this Agreement shall be brought in the Superior Court

Department of the Trial Court, Commonwealth of Massachusetts, Nantucket Division, to the extent that said Court shall have jurisdiction of the subject matter in any such action.

33. EXTENSION AUTHORITY

By executing this Agreement, Buyer and Seller hereby grant to their respective attorneys the actual authority to bind them by facsimile for the limited purpose of allowing them to grant extensions, and Buyer and Seller shall be able to rely upon the signature of said attorneys as binding unless they have actual knowledge that either party has disclaimed the authority granted herein to bind them.

34. CLOSING DOCUMENTS

BUYER agrees to sign at closing all forms reasonably required by SELLER including without limitation a disclosure statement pursuant to G.L. c. 7C, sec. 38. BUYER agrees to pay the legal costs incurred for preparing a Quitclaim Deed for the Premises.

35. MERGER OF PREMISES

BUYER shall consolidate the Premises with the BUYER'S existing abutting lot as set forth in the terms of the Request for Proposals for the "Nantucket Yard Sale Program." This consolidation process includes but is not limited to: obtaining a special permit from the Zoning Board of Appeals to alter any premises which is a nonconforming lot pursuant to Town Code 139-33A (8) and, filing a new perimeter plan with the Nantucket Planning Board and Massachusetts Land Court, if applicable.

BUYER warrants that the Premises shall not be used as separate buildable lots or resold as a separate buildable lot and shall be used for residential uses only. Notwithstanding any provision herein to the contrary, BUYER shall accept the deed required to be delivered pursuant to this Agreement if such deed contains permanent restrictions, held by SELLER and running with the land, to enforce such restrictions and covenants as follows:

"The Grantor's conveyance of the parcel(s) described herein is based in part on the Grantee's warranty and representation to the Grantor that such parcel(s) shall be used for residential purposes only and shall, for all intents and purposes, be combined with and considered as one parcel with the abutting property at 28 South Shore Road shown on Town Assessor's Map 80 as Parcel 178 previously acquired by Grantee pursuant to the deed recorded with Nantucket County Registry of Deeds in Book 1796, Page 90 (together, the "Combined Premises"), and that no part of the Combined Premises shall be hereafter divided, subdivided or conveyed as a separate parcel or parcels, unless prior written permission is granted by the Town of Nantucket Select Board.. Accordingly, the parcels hereby granted to the Grantee are conveyed subject to permanent restrictions hereby reserved to and held by the Grantor, forever restricting the Combined Premises to residential use as defined in Chapter 139 of the Town of Nantucket Code, prohibiting the division or subdivision of any portion of the Combined Premises, and prohibiting the use or conveyance of any portion of the Combined Premises apart from another portion of the Combined Premises, and automatically effectuating a reversion of the Parcels to the Grantor, if within twenty-four months of the Date of the Deed, the Parcels have not been merged with the Grantee's existing property in accordance with the Town of Nantucket By-Laws and statutes. These restrictions shall run with the title to the Combined Premises, and no part of the Combined Premises shall be hereafter used or conveyed in a manner inconsistent with these restrictions unless a prior written release is granted by the Town of Nantucket Select Board and recorded said Deeds."

These restrictions shall be enforceable for a term of 200 years from the date hereof, and all of the agreements, restrictions, rights and covenants contained herein shall be deemed to be "other restrictions held by any governmental body" pursuant to G.L. c. 184, Section 26 such that the restrictions contained herein shall be enforceable for the full term of 200 years and not be limited in duration by any contrary rule or operation of law. Nevertheless, if recording of a notice is ever needed to extend the time period for enforceability of these restrictions, the grantee hereby appoints the grantor as its agent and attorney in fact to execute and record such notice and further agrees that the grantee shall execute and record such notice upon request. The representations, warranties and provisions of this Section 35 shall survive the delivery of this deed and any conveyance of the Premises, and BUYER shall accept a deed required to be delivered pursuant to this Agreement if such deed contains permanent restrictions, held by SELLER and running with the land, to enforce these covenants.

36. CONDITION OF PREMISES

BUYER acknowledges that prior to the date of this Agreement, BUYER entered the Premises for the purpose of surveying and inspecting the Premises, as necessary for BUYER's financing and purchasing of the Premises and BUYER agrees that BUYER and BUYER's agents fully and completely inspected the Premises, and that BUYER is wholly satisfied with the condition of the Premises. SELLER and SELLER's agents have made no warranties or representations with respect to the Premises, express or implied, on which BUYER has relied except as otherwise set forth in this Agreement. In the event that BUYER and/or BUYER's agents, contractors and employees access the Premises to make any further inspections, assessments, surveys, appraisals or other non-invasive examination of the surface of the Premises, then such access shall be solely at the BUYER's risk, and BUYER shall indemnify and save SELLER harmless from any and all claims, demands, suits or causes of action of any nature whatsoever arising from BUYER's and its agents', contractors' and employees' presence at and/or actions upon or about the Premises, including, without limitation, any claim for personal injury or property damage made by any such person afforded access to the Premises pursuant hereto. BUYER will, and will cause its agents, employees, and contractors, to observe any posted rules and regulations on the Premises.

37. REPRESENTATION BY COUNSEL

BUYER and SELLER each acknowledge and agree that they have by counsel of their own choosing or have had an opportunity to be so represented by counsel, and both BUYER and SELLER have read and understand the terms of this Agreement.

38. ASSIGNMENT AND RECORDING OF AGREEMENT

BUYER shall not file this Agreement with any Registry of Deeds or recording office. BUYER shall not assign this Agreement to any party without SELLER's prior written consent, which consent SELLER may withhold for any or no reason. In the event BUYER so files or assigns this Agreement without SELLER's prior written consent, then SELLER may elect, upon written notice to BUYER, to terminate this Agreement and to retain any and all deposits.

39. SEVERABILITY

If this Agreement shall contain any term or provision which shall be invalid, then the remainder of the Agreement, as the case may be, shall not be affected thereby and shall remain valid and in full force and effect to the fullest extent permitted by law, provided such term or provision does not materially affect the

obligations of either of the parties nor the essence of the Agreement.

SELLER:
TOWN OF NANTUCKET
By its Select Board

ESCROW AGENT:
TOWN TREASURER

BUYER:

By: _____
Kristopher Megna

By: _____
Douglas Carlson

747404v2NANT 19712/0001

QUITCLAIM DEED

Parcel 2, Quaril Avenue, Parcel 3, Quaril Avenue and Parcel 5, Hancock Street Nantucket, Massachusetts

The **Town of Nantucket**, a Massachusetts municipal corporation having a principal place of business at 16 Broad Street, Nantucket, Nantucket County, Massachusetts acting by and through its Select Board (the “Grantor”), in consideration of Eight Thousand Eight Hundred and 00/100 Dollars (\$8,800.00), the receipt of which is hereby acknowledged, pursuant to the authority of Article 97 voted upon at the 2014 Annual Town Meeting, a certified copy of which is attached hereto, grants to **Kristopher Megna and Douglas Carlson**, as tenants in common, having a mailing address of 403 Waltham Street, Lexington, Massachusetts 02421 (the “Grantee”), with QUITCLAIM COVENANTS, three certain parcels of land in Nantucket, Massachusetts shown as Parcel 2, Quaril Avenue containing 2,400± square feet, Parcel 3, Quaril Avenue containing 1,600± square feet and Parcel 5, Hancock Street containing 400± square feet on a plan of land entitled “Plan of Taking for the Town of Nantucket in Nantucket, Mass.,” dated October 13, 2020, prepared by Earle & Sullivan, Inc. and recorded with Nantucket County Registry of Deeds as Plan No. 2020-57 (the “Parcels”). The Parcels hereby conveyed are portions of Quaril Avenue and Hancock Street and are vacant land.

The Grantor’s conveyance of these Parcels is based in part on the Grantee’s warranty and representation to the Grantor that such Parcels shall be used for residential purposes only and shall, for all intents and purposes, be combined with and considered as one parcel with the abutting property at 28 South Shore Road shown on Town Assessor’s Map 80 as Parcel 178 previously acquired by Grantee pursuant to Deed recorded with the Nantucket County Registry of Deeds in Book 1796, Page 90 (collectively with the Parcels, the “Combined Premises”), and that no part of such Parcels or the Combined Premises shall hereafter be used for non-residential purposes nor divided, subdivided or conveyed as a separate parcel or parcels, unless prior written permission is granted by the Town of Nantucket Select Board and such permission is recorded with said Deeds. Accordingly, the Parcels hereby granted to the Grantee are conveyed subject to permanent restrictions hereby reserved to and held by the Grantor, forever restricting the Parcels and Combined Premises to residential use as defined in Chapter 139 of the Town of Nantucket Code, as from time to time amended; prohibiting the division or subdivision of any portion of the Combined Premises and prohibiting the conveyance or use of any portion of the Combined Premises apart from another portion of the Combined Premises and automatically effectuating a reversion of the Parcels to the Grantor, if within twenty-four (24) months of the date of this Deed, the Parcels have not been merged with the Grantee’s existing property in accordance with the Town of Nantucket By-Laws and statutes. These restrictions shall run with the title to the Combined Premises, and no part of the Combined Premises shall be hereafter used, conveyed, divided or subdivided in a manner inconsistent with these restrictions unless prior written release is granted by the Town of Nantucket Select Board and recorded with said Deeds.

By accepting and recording this Quitclaim Deed, the Grantee expressly agrees to the Grantor's reservation of, and otherwise grants to the Grantor, such restrictions on the use of the Combined Premises. These restrictions shall be enforceable for a term of 200 years from the date hereof, and all of the agreements, restrictions, rights and covenants contained herein shall be deemed to be "other restrictions held by any governmental body," pursuant to G.L. c. 184, §26, such that the restrictions contained herein shall be enforceable for the term of 200 years and not be limited in duration by any contrary rule or operation of law. Nevertheless, if recording of a notice is ever needed to extend the time period for enforceability of these restrictions, the Grantee hereby appoints the Grantor as its agent and attorney in fact to execute and record such notice and further agrees that the Grantee shall execute and record such notice upon request.

The undersigned certifies that there has been full compliance with the provisions of G. L. c. 44 §63A.

No deed stamp taxes are due on this conveyance pursuant to G.L. c. 64D, §1.

For Grantor's title, see Order of Taking dated December 16, 2020, recorded with said Deeds in Book 1789, Page 198.

[Remainder of Page Intentionally Blank. Signatures Follow on Next Page.]

EXECUTED under seal this _____ day of _____, 2021.

TOWN OF NANTUCKET
BY ITS SELECT BOARD

Dawn E. Hill Holdgate

Jason Bridges

Matthew G. Fee

Kristie L. Ferrantella

Melissa K. Murphy

COMMONWEALTH OF MASSACHUSETTS

Nantucket, ss

On this _____ day of _____, 2021, before me, the undersigned Notary Public, personally appeared Dawn E. Hill Holdgate, Jason Bridges, Matthew G. Fee, Kristie L. Ferrantella and Melissa K. Murphy as Members of the Select Board of the Town of Nantucket, proved to me through satisfactory evidence of identification, which was personal knowledge of the undersigned, to be the persons whose names are signed on the preceding or attached document, and acknowledged to me that they signed it voluntarily for its stated purpose as the free and deed of the Select Board of the Town of Nantucket.

Notary Public
My Commission Expires:

SETTLEMENT STATEMENT

Town of Nantucket ("Seller")
Kristopher Megna and Douglas Carlson ("Buyer")
Parcel 2, Quaril Avenue, Parcel 3 Quaril Avenue and
Parcel 5, Hancock Street, Nantucket, MA (Property)
January 28, 2021 (Closing Date)

Purchase Price: \$ 8,800.00

Less:

Deposit \$ 00.00

Plus:

Payment in Lieu of Tax Adjustment
1/28/21-6/30/21 \$ 12.32
7/1/21-6/30/22 \$ 30.36

Reimbursement of Town's Legal Fees \$ 1,000.00

Net Amount Due Seller: \$ 9,842.68

Checks:

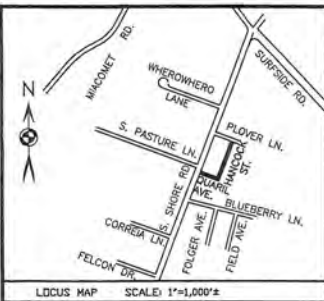
Town of Nantucket \$ 9,842.68

BUYER:

**SELLER: TOWN OF NANTUCKET
SELECT BOARD**

By: _____
Kristopher Megna

By: _____
Douglas Carlson

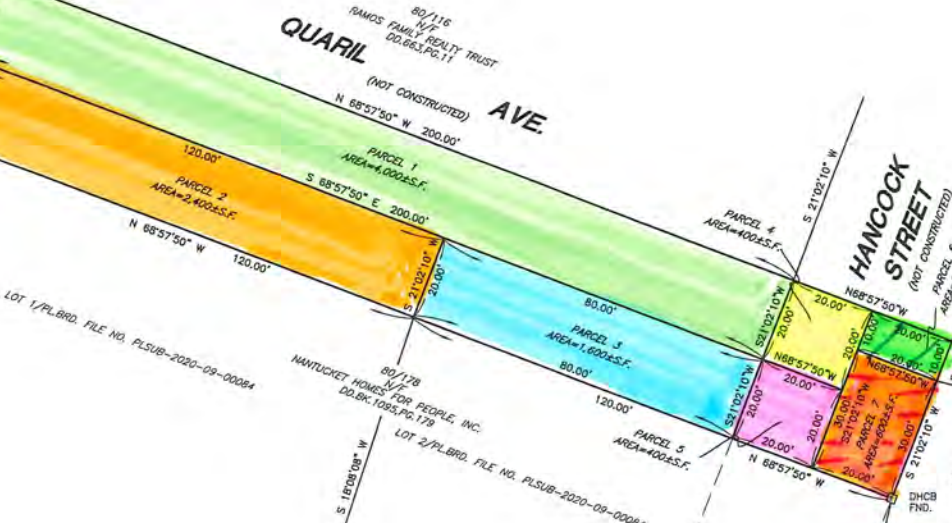


SOUTH SHORE ROAD
 PUBLIC - 66 FT. WIDE
 LAYOUT / ROAD PLAN DRAWING #1
 DO.BK.187, PG.172
 DO.BK.187, PG.172

PLOVER LN.

QUARIL AVE.

HANCOCK STREET
 (NOT CONSTRUCTED)



"I HEREBY CERTIFY THAT THIS PLAN HAS BEEN PREPARED IN ACCORDANCE WITH THE RULES AND REGULATIONS OF THE REGISTERS OF DEEDS OF THE COMMONWEALTH OF MASSACHUSETTS."

Stephen J. Sullivan
 PROFESSIONAL LAND SURVEYOR
 DATE **10/13/2020**



NANTUCKET REGISTRY OF DEEDS

Date **November 20, 2020**

Time **1:05 pm**

Plan No. **2020-57**

Attest: *Genine H Ferreira*
 Register

Sheet 1 of 1

RESERVED FOR REGISTRY USE ONLY



Bk: Pg: 0 Page: 0
 Doc: PLAN 11/20/2020 01:05 PM

BEING A PLAN FOR REAL ESTATE ACQUISITION AND CONVEYANCE OF PAPER STREETS AS REFERRED TO IN ARTICLES 96 & 97, AT THE 2014 ATM

PLAN OF TAKING FOR THE TOWN OF NANTUCKET IN NANTUCKET, MASS.

SCALE: 1"= 20' DATE: OCT. 13, 2020

EARLE & SULLIVAN, INC.
 PROFESSIONAL LAND SURVEYORS
 6 YOUNGS WAY
 NANTUCKET, MA 02554
 508-332-4808



SELECTBOARD

[Signature]

DATE SIGNED

NANTUCKET PLANNING BOARD

[Signature]
[Signature]

DATE SIGNED **10-21-2020**

FILE NO. **PLSUB-2020-10-00100**



Agenda Item Summary

Agenda Item #	IX. 3.
Date	1/27/2021

Staff

Ken Beaugrand, Real Estate Specialist

Subject

Conveyance of Portions of Quaril (s/k/a Quail) Avenue and Hancock Street shown as Parcels 6 and 7 on Plan No. 2020-57, (800 s.f.) recorded at Nantucket County Registry of Deeds, as authorized by the affirmative vote of Warrant Article 97 of the 2014 Annual Town Meeting to Lowell and Ryder.

Executive Summary

Article 97 of the 2014 ATM authorized the conveyance of the parcels taken, pursuant to Article 96 of the 2014 ATM of the fee or lesser interests in portions of "Quail" (Quaril) Ave. and Hancock St. for public ways, open space, and/or general municipal purposes. Parcels 6 and 7 as shown on recorded Plan 2020-57, has a combined area of 800 SF. Parcel 6 is being merged with 4R Blueberry Lane and Parcel 7 is being merged with 4 Blueberry Lane and no further subdivisions are allowed. No driveways or pedestrian paths are located within the paper roads. Real Estate Assessment Committee (REAC) recommends disposition.

Staff Recommendation

Proceed with the conveyance at \$2 per square foot or \$1,600 plus legal fees as unanimously recommended by the REAC.

Background/Discussion

This disposition of a so called "paper street" in Surfside is part of the Yard Sale Program.

Impact: Environmental ☐ Fiscal ☒ Community ☒ Other ☐

To complete the disposition and increase taxable land area.

Board/Commission Recommendation

REAC reviewed and approved at its meeting on January 13, 2021.

Public Outreach

Approved at 2014 Annual Town Meeting. Notice of taking published in paper and sent to abutters by certified mail.

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

Conforms with the intent of the Yard Sale Program.

Attachments

Purchase & Sale Agreement, Quitclaim Deed and Settlement Statement; Plan No. 2020-57



PURCHASE AND SALE AGREEMENT

Agreement made this _____ day of _____, 2021.

1. PARTIES AND MAILING ADDRESSES

The Town of Nantucket, a municipal corporation acting by and through its Select Board having an address of 16 Broad Street, Nantucket, Massachusetts 02554, hereinafter called the SELLER, agrees to SELL and Nathaniel E. Lowell and Andrea J. Ryder having an address of 4 Blueberry Lane, Nantucket, Massachusetts 02554, hereinafter called the BUYER or PURCHASER, agrees to BUY, upon the terms hereinafter set forth, the following described premises:

2. DESCRIPTION

The premises are two parcels of land in Nantucket, Massachusetts shown as Parcel 6, Hancock Street, containing 200± square feet ("Parcel 6") and Parcel 7, Hancock Street containing 600± square feet ("Parcel 7") on a plan of land entitled "Plan of Taking for the Town of Nantucket in Nantucket, Mass.," dated October 13, 2020, prepared by Earle & Sullivan, Inc., recorded with Nantucket County Registry of Deeds as Plan No. 2020-57 (together, the "Property" or "Premises"). The Premises are considered non-conforming lots pursuant to the Town of Nantucket Code.

3. BUILDINGS, STRUCTURES, IMPROVEMENTS, FIXTURES

Intentionally Omitted (Vacant Land).

4. TITLE DEED

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

- (a) Any liens for municipal betterments assessed after the date of this agreement;
- (b) Laws, by-laws, rules, and regulations, whether federal, state, or local, which affect the use of the Premises, including, but not limited to, rules and regulations of the Nantucket Conservation Commission, Nantucket Zoning By-Law, Nantucket Historic District Commission, Nantucket Building Department, Nantucket Planning Board and Nantucket Board of Health;
- (c) Real estate taxes for the then-current fiscal year and future periods which are not due and payable at the time of delivery of the deed;
- (d) Any fee which may be imposed upon the transaction which is the subject of this agreement by the Nantucket Land Bank Commission, which the Buyer agrees to pay at the time of delivery of the

deed;

(e) Any right, restrictions or easements and reservations of record, if any, so long as the same do not prohibit or materially interfere with the use of said premises for residential purposes;

(f) Any public rights existing below mean high water, if applicable; and

(g) Said deed for Parcel 6 shall contain a reversion clause and a restriction set forth in Section 35 below to require Parcel 6 to be used, and effectively merged with, the BUYER'S existing property known as 4 R Blueberry Lane, Nantucket, Massachusetts, which is shown as Town Assessor's Map 80 as Parcel 300 for residential purposes and permanently restricting any further division or subdivision of Parcel 6 as combined with its existing property; and

(h) Said deed for Parcel 7 shall contain a reversion clause and a restriction set forth in Section 35 below to require Parcel 7 to be used, and effectively merged with the BUYER's existing property known as 4 Blueberry Lane, in Nantucket, which is shown as Town Assessor's Map 80 as Parcel 301.1 for residential purposes and permanently restricting any further division or subdivision of Parcel 7 as combined with its existing property

5. PLANS

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

6. REGISTERED TITLE

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

7. PURCHASE PRICE

The total agreed purchase price for said premises is One Thousand Six Hundred and 00/100 Dollars (\$1,600.00), of which

\$ 0.00	was paid with Proposal
\$ 1,600.00	is to be paid at the time of delivery of the deed in cash, or by certified, cashier's, treasurer's or bank check(s).
\$ 1,600.00	Total

The consideration to be paid by BUYER is \$400.00 for Parcel 6 and \$1,200.00 for Parcel 7.

8. TIME FOR PERFORMANCE; DELIVERY OF DEED

Said deeds are to be delivered to BUYER at the Nantucket County Registry of Deeds at 1:00 P.M. on the 28th day of January 2021, unless otherwise agreed upon in writing. It is agreed that time is of the essence of this agreement.

9. POSSESSION AND CONDITION OF PREMISES

Full possession of said premises free of all tenants and occupants is to be delivered at the time of the delivery of the deed, said Premises to be then (a) in the same condition as they are now, and (b) in compliance with provisions of any instrument referred to in clause 4 hereof. The BUYER shall be entitled to personally inspect the premises prior to the delivery of the deed in order to determine whether the condition of the premises complies with the terms of this clause.

10. EXTENSION TO PERFECT TITLE OR MAKE PREMISES CONFORM

If the SELLER shall be unable to give title or to make conveyance, or to deliver possession of the premises, all as herein stipulated, or if at the time of delivery of the deed the premises do not conform with the provisions hereof, then the SELLER shall use reasonable efforts to remove any defects in title, or to deliver possession as provided herein, or to make the said premises conform to the provisions hereof, as the case may be, in which event the SELLER shall give written notice thereof to the BUYER at or before the time for performance hereunder, and thereupon the time for performance hereof shall be extended for a period of thirty (30) days. In the event that such an extension occurs, BUYER agrees to close prior to expiration of the extension period and as soon as reasonably possible after SELLER is prepared to deliver the Premises in compliance with this Agreement. In no event shall SELLER be required to expend more than a total of \$1,000.00 to clear title to and deliver possession of the Premises.

11. FAILURE TO PERFECT TITLE OR MAKE PREMISES CONFORM

If at the expiration of the extended time the SELLER shall have failed so to remove any defects in title, deliver possession, or make the premises conform, as the case may be, all as herein agreed, then any payments made under this agreement shall be forthwith refunded and all other obligations of the parties hereto shall cease and this agreement shall be void without recourse to the parties hereto.

12. BUYER'S ELECTION TO ACCEPT TITLE

The BUYER shall have the election, at either the original or any extended time for performance, to accept such title as the SELLER can deliver to the said premises in their then condition and to pay therefore the purchase price without deduction, in which case the SELLER shall convey such title.

13. ACCEPTANCE OF DEED

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

14. USE OF MONEY TO CLEAR TITLE

To enable the SELLER to make conveyance as herein provided, the SELLER may, at the time of delivery of the deed, use the purchase money or any portion thereof to clear the title of any or all encumbrances or interests, provided that all instruments so procured are recorded simultaneously with the delivery of said deed.

15. INSURANCE

Intentionally Omitted (Vacant Land).

16. ADJUSTMENTS

A payment in lieu of taxes shall be paid in accordance with G.L. c. 44, § 63A as of the day of performance of this Agreement and the amount thereof shall be added to the purchase price payable by BUYER at the time of delivery of the deed.

17. ADJUSTMENT OF UNASSESSED AND UNABATED TAXES

Intentionally Omitted.

18. BROKER'S FEE

Intentionally Omitted.

19. BROKER'S WARRANTY

Intentionally Omitted.

20. DEPOSIT

All deposits made hereunder shall be held in escrow by Town Treasurer, as escrow agent in a non-interest bearing account subject to the terms of this agreement and shall be duly accounted for at the time for performance of this agreement. In the event of any disagreement between the parties, escrow agent shall retain all deposits made under this agreement pending instructions mutually given in writing by the SELLER and the BUYER, or by court order by a Court having competent jurisdiction.

All deposits made hereunder shall be placed in a non-interest-bearing account. The escrow agent hereunder shall not be liable for any loss suffered with respect to the escrow account or for any action or inaction taken by the escrow agent in good faith with respect to the account or deposit. The escrow agent may resign at any time by transferring the deposit to a successor escrow agent reasonably acceptable to SELLER and BUYER which successor agrees in writing to act as escrow agent. BUYER and SELLER jointly and severally agree to indemnify and hold the escrow agent harmless for any and all costs and expenses, including reasonable attorney's fees, incurred in connection with any such dispute.

21. BUYER'S DEFAULT; DAMAGES

If the BUYER shall fail to fulfill the BUYER'S agreements herein, all deposits made hereunder by the BUYER shall be retained by the SELLER as liquidated damages which shall be the SELLER'S sole and exclusive remedy at law and in equity for a breach of this agreement.

22. RELEASE BY HUSBAND OR WIFE

Intentionally Omitted.

23. BROKER AS PARTY

Intentionally Omitted.

24. LIABILITY OF TRUSTEES, SHAREHOLDERS OR BENEFICIARIES

If the SELLER or BUYER executes this agreement in a representative or fiduciary capacity, only the principal or the estate represented shall be bound, and neither the SELLER or BUYER so executing, nor any shareholder or beneficiary of any trust, shall be personally liable for any obligation, express or implied, hereunder.

25. WARRANTIES AND REPRESENTATIONS

The BUYER acknowledges that the BUYER has not been influenced to enter into this transaction nor has he relied upon any warranties or representations not set forth or incorporated in this agreement or previously made in writing, except for the following additional warranties and representations, if any, made by either the SELLER: NONE. SELLER and SELLER's agents have made no warranties or representations, express or implied, and BUYER is purchasing the premises in it's "AS IS" and without inspection.

26. MORTGAGE CONTINGENCY CLAUSE

None.

27. CONSTRUCTION OF AGREEMENT

This instrument, executed in multiple counterparts, is to be construed as a Massachusetts contract, is to take effect as a sealed instrument, sets forth the entire contract between the parties, is binding upon and inures to the benefit of the parties hereto and their respective heirs, devisees, executors, administrators, successors and assigns, and may be canceled, modified or amended only by a written instrument executed by both the SELLER and the BUYER or their respective counsel. The Parties may rely upon facsimile copies of such written instruments. If two or more persons are named herein as BUYER their obligations hereunder shall be joint and several. The captions and marginal notes are used only as a matter of convenience and are not to be considered a part of this agreement or to be used in determining the intent of the parties to it.

28. TITLE STANDARDS AND CONVEYANCING PRACTICES

Any matter relating to performance of this Agreement which is the subject of a title, practice or ethical standard of the Real Estate Bar Association of Massachusetts shall be governed by such standard to the extent applicable.

29. NOTICES

All notices, demands, consents and approvals required or permitted hereunder shall be deemed to have been duly given if in writing addressed to BUYER or SELLER at:

In the case of BUYER:

Mr. Nathaniel E. Lowell and
Ms. Andrea J. Ryder
4 Blueberry Lane
Nantucket, MA 02554

With a copy to:

John B. Brescher, Esq.
Glidden & Brescher, P.C.
37 Centre Street
P.O. Box 1079
Nantucket, MA 02554
(508) 228-0771
Facsimile: (508) 228-6205

In the case of SELLER:

Town of Nantucket
Town and County Building
16 Broad Street
Nantucket, MA 02554

With a copy to:

Vicki S. Marsh, Esq.
KP Law, P.C.
101 Arch Street, 12th Fl.
Boston, MA 02110
(617) 556-0007
Facsimile: (617) 654-1735

and shall be deemed delivered upon the earliest to occur of (a) receipt or refusal to accept delivery; or (b) upon delivery prior to 5:00 P.M. on any business day by telecopy evidenced by written or printed receipt confirmation, provided a copy of any such notice sent by telecopy is sent also by means of one of the above-described manners of delivery. BUYER and SELLER may change the address to which any notice is to be sent by giving reasonable notice to the other party of such new address in the manner specified.

30. NO BROKER WARRANTY

The parties warrant and represent each to the other that there is no broker involved with the transaction to which this agreement pertains. In the event of a breach of the foregoing representation, the breaching party shall indemnify and hold harmless the non-breaching party for all expenses, including attorney's fees, which arise from such breach. The provisions of this section shall survive delivery of the deed hereunder.

31. SELLER'S CONTINGENCY

SELLER'S obligations hereunder shall be contingent upon SELLER complying prior to closing with the requirements of Massachusetts General Laws Chapter 30B concerning public procurement of the premises and obtaining all necessary authority to sell the premises, including but not limited to a declaration that the

premises constitutes surplus property and an appropriate Town Meeting vote.

32. VENUE

The parties hereto agree that all actions on this Agreement shall be brought in the Superior Court Department of the Trial Court, Commonwealth of Massachusetts, Nantucket Division, to the extent that said Court shall have jurisdiction of the subject matter in any such action.

33. EXTENSION AUTHORITY

By executing this Agreement, Buyer and Seller hereby grant to their respective attorneys the actual authority to bind them by facsimile for the limited purpose of allowing them to grant extensions, and Buyer and Seller shall be able to rely upon the signature of said attorneys as binding unless they have actual knowledge that either party has disclaimed the authority granted herein to bind them.

34. CLOSING DOCUMENTS

BUYER agrees to sign at closing all forms reasonably required by SELLER including without limitation a disclosure statement pursuant to G.L. c. 7C, sec. 38. BUYER agrees to pay the legal costs incurred for preparing a Quitclaim Deed for the Premises.

35. MERGER OF PREMISES

BUYER shall consolidate each of the Parcels with the BUYER'S existing abutting lots as set forth in the terms of the Request for Proposals for the "Nantucket Yard Sale Program." This consolidation process includes but is not limited to obtaining a special permit from the Zoning Board of Appeals to alter any premises which is a nonconforming lot pursuant to Town Code 139-33A (8) and, filing a new perimeter plan with the Nantucket Planning Board and Massachusetts Land Court, if applicable.

BUYER warrants that the Parcels shall not be used as separate buildable lots or resold as a separate buildable lot and shall be used for residential uses only. Notwithstanding any provision herein to the contrary, BUYER shall accept the deeds required to be delivered pursuant to this Agreement if such deeds contain permanent restrictions, held by SELLER and running with the land, to enforce such restrictions and covenants:

"The Grantor's conveyance of the parcel(s) described herein is based in part on the Grantee's warranty and representation to the Grantor that such parcel(s) shall be used for residential purposes only and shall, for all intents and purposes, be combined with and considered as one parcel with the abutting property as follows: Parcel 6 shall be combined with the abutting property at 4R Blueberry Lane shown on Town Assessor's Map 80 as Parcel 301.1 (together, the "Parcel 6 Combined Premises,") and Parcel 7 shall be combined with the abutting property at 4 Blueberry Lane as shown on Town Assessor's Map 80 as Parcel 300 (together, the "Parcel 7 Combined Premises"), both previously acquired by Grantee pursuant to the deed recorded with Nantucket County Registry of Deeds in Book 1593, Page 16, and that no part of the Parcel 6 Combined Premises or the Parcel 7 Combined Premises shall be hereafter divided, subdivided or conveyed as a separate parcel or parcels, unless prior written permission is granted by the Town of Nantucket Select Board. Accordingly, the parcels hereby granted to the Grantee are conveyed subject to permanent restrictions hereby reserved to and held by the Grantor, forever restricting the Parcel 6 Combined Premises and the Parcel 7 Combined Premises to residential use as defined in Chapter 139 of

the Town of Nantucket Code, prohibiting the division or subdivision of any portion of the Parcel 6 Combined Premises or the Parcel 7 Combined Premises, and prohibiting the use or conveyance of any portion of the Parcel 6 Combined Premises or the Parcel 7 Combined Premises apart from another portion of the Parcel 6 Combined Premises or the Parcel 7 Combined Premises respectively, and automatically effectuating a reversion of the Parcels to the Grantor, if within twenty-four months of the Date of the Deed, each of the Parcels have not been merged with the Grantee's existing property for the respective parcel in accordance with the Town of Nantucket By-Laws and statutes. These restrictions shall run with the title to the Parcel 6 Combined Premises and Parcel 7 Combined Premises, and no part of the Parcel 6 Combined Premises or the Parcel 7 Combined Premises shall be hereafter used or conveyed in a manner inconsistent with these restrictions unless a prior written release is granted by the Town of Nantucket Select Board and recorded said Deeds."

These restrictions shall be enforceable for a term of 200 years from the date hereof, and all of the agreements, restrictions, rights and covenants contained herein shall be deemed to be "other restrictions held by any governmental body" pursuant to G.L. c. 184, Section 26 such that the restrictions contained herein shall be enforceable for the full term of 200 years and not be limited in duration by any contrary rule or operation of law. Nevertheless, if recording of a notice is ever needed to extend the time period for enforceability of these restrictions, the grantee hereby appoints the grantor as its agent and attorney in fact to execute and record such notice and further agrees that the grantee shall execute and record such notice upon request. The representations, warranties and provisions of this Section 35 shall survive the delivery of the deed and any conveyance of the Parcels, and BUYER shall accept deeds required to be delivered pursuant to this Agreement if such deeds contain permanent restrictions, held by SELLER and running with the land, to enforce these covenants.

36. CONDITION OF PREMISES

BUYER acknowledges that prior to the date of this Agreement, BUYER entered the Premises for the purpose of surveying and inspecting the Premises, as necessary for BUYER's financing and purchasing of the Premises and BUYER agrees that BUYER and BUYER's agents fully and completely inspected the Premises, and that BUYER is wholly satisfied with the condition of the Premises. SELLER and SELLER's agents have made no warranties or representations with respect to the Premises, express or implied, on which BUYER has relied except as otherwise set forth in this Agreement. In the event that BUYER and/or BUYER's agents, contractors and employees access the Premises to make any further inspections, assessments, surveys, appraisals or other non-invasive examination of the surface of the Premises, then such access shall be solely at the BUYER's risk, and BUYER shall indemnify and save SELLER harmless from any and all claims, demands, suits or causes of action of any nature whatsoever arising from BUYER's and its agents', contractors' and employees' presence at and/or actions upon or about the Premises, including, without limitation, any claim for personal injury or property damage made by any such person afforded access to the Premises pursuant hereto. BUYER will, and will cause its agents, employees, and contractors, to observe any posted rules and regulations on the Premises.

37. REPRESENTATION BY COUNSEL

BUYER and SELLER each acknowledge and agree that they have by counsel of their own choosing or have had an opportunity to be so represented by counsel, and both BUYER and SELLER have read and understand the terms of this Agreement.

38. ASSIGNMENT AND RECORDING OF AGREEMENT

BUYER shall not file this Agreement with any Registry of Deeds or recording office. BUYER shall not assign this Agreement to any party without SELLER's prior written consent, which consent SELLER may withhold for any or no reason. In the event BUYER so files or assigns this Agreement without SELLER's prior written consent, then SELLER may elect, upon written notice to BUYER, to terminate this Agreement and to retain any and all deposits.

39. SEVERABILITY

If this Agreement shall contain any term or provision which shall be invalid, then the remainder of the Agreement, as the case may be, shall not be affected thereby and shall remain valid and in full force and effect to the fullest extent permitted by law, provided such term or provision does not materially affect the obligations of either of the parties nor the essence of the Agreement.

Signature Page to Follow

SELLER:
TOWN OF NANTUCKET
By its Select Board

ESCROW AGENT:
TOWN TREASURER

BUYER:

By: _____
Nathaniel E. Lowell

747488v3NANT19712/0001

By: _____
Andrea J. Ryder

QUITCLAIM DEED

Parcel 6, Hancock Street, Nantucket, Massachusetts

The **Town of Nantucket**, a Massachusetts municipal corporation having a principal place of business at 16 Broad Street, Nantucket, Nantucket County, Massachusetts acting by and through its Select Board (the “Grantor”), in consideration of Four Hundred and 00/100 Dollars (\$400.00), the receipt of which is hereby acknowledged, pursuant to the authority of Article 97 voted upon at the 2014 Annual Town Meeting, a certified copy of which is attached hereto, grants to **Nathaniel E. Lowell and Andrea J. Ryder**, (the “Grantee”) husband and wife as joint tenants with rights of survivorship having an address of 4 Blueberry Lane, Nantucket, Massachusetts 02554, with QUITCLAIM COVENANTS, a certain parcel of land in Nantucket, Massachusetts shown as Parcel 6, Hancock Street containing 200± square feet on a plan of land entitled “Plan of Taking for the Town of Nantucket in Nantucket, Mass.,” dated October 13, 2020, prepared by Earle & Sullivan, Inc., recorded with Nantucket County Registry of Deeds as Plan No. 2020-57 (the “Parcel”). The Parcel hereby conveyed is a portion of Hancock Street and is vacant land.

The Grantor’s conveyance of this Parcel is based in part on the Grantee’s warranty and representation to the Grantor that such Parcel shall be used for residential purposes only and shall, for all intents and purposes, be combined with and considered as one parcel with the abutting property at 4R Blueberry Lane shown on Town Assessor’s Map 80 as Parcel 301.1 previously acquired by Grantee pursuant to Deed recorded with the Nantucket County Registry of Deeds in Book 1593, Page 16 (together, the “Combined Premises”), and that no part of such Parcel or the Combined Premises shall hereafter be used for non-residential purposes nor divided, subdivided or conveyed as a separate parcel or parcels, unless prior written permission is granted by the Town of Nantucket Select Board and such permission is recorded with said Deeds. Accordingly, the Parcel hereby granted to the Grantee is conveyed subject to permanent restrictions hereby reserved to and held by the Grantor, forever restricting the Parcel and Combined Premises to residential use as defined in Chapter 139 of the Town of Nantucket Code, as from time to time amended; prohibiting the division or subdivision of any portion of the Combined Premises and prohibiting the conveyance or use of any portion of the Combined Premises apart from another portion of the Combined Premises and automatically effectuating a reversion of the Parcel to the Grantor, if within twenty-four (24) months of the date of this Deed, the Parcel has not been merged with the Grantee’s existing property in accordance with the Town of Nantucket By-Laws and statutes. These restrictions shall run with the title to the Combined Premises, and no part of the Combined Premises shall be hereafter used, conveyed, divided or subdivided in a manner inconsistent with these restrictions unless prior written release is granted by the Town of Nantucket Select Board and recorded with said Deeds.

By accepting and recording this Quitclaim Deed, the Grantee expressly agrees to the Grantor’s reservation of, and otherwise grants to the Grantor, such restrictions on the use of the

Combined Premises. These restrictions shall be enforceable for a term of 200 years from the date hereof, and all of the agreements, restrictions, rights and covenants contained herein shall be deemed to be “other restrictions held by any governmental body,” pursuant to G.L. c. 184, §26, such that the restrictions contained herein shall be enforceable for the term of 200 years and not be limited in duration by any contrary rule or operation of law. Nevertheless, if recording of a notice is ever needed to extend the time period for enforceability of these restrictions, the Grantee hereby appoints the Grantor as its agent and attorney in fact to execute and record such notice and further agrees that the Grantee shall execute and record such notice upon request.

The undersigned certifies that there has been full compliance with the provisions of G. L. c. 44 §63A.

No deed stamp taxes are due on this conveyance pursuant to G.L. c. 64D, §1.

For Grantor’s title, see Order of Taking dated December 16, 2020, recorded with said Deeds in Book 1789, Page 198.

[Remainder of Page Intentionally Blank. Signatures Follow on Next Page.]

EXECUTED under seal this _____ day of _____, 2021.

TOWN OF NANTUCKET
BY ITS SELECT BOARD

Dawn E. Hill Holdgate

Jason Bridges

Matthew G. Fee

Kristie L. Ferrantella

Melissa K. Murphy

COMMONWEALTH OF MASSACHUSETTS

Nantucket, ss

On this _____ day of _____, 2021, before me, the undersigned Notary Public, personally appeared Dawn E. Hill Holdgate, Jason Bridges, Matthew G. Fee, Kristie L. Ferrantella and Melissa K. Murphy as Members of the Select Board of the Town of Nantucket, proved to me through satisfactory evidence of identification, which was personal knowledge of the undersigned, to be the persons whose names are signed on the preceding or attached document, and acknowledged to me that they signed it voluntarily for its stated purpose as the free and deed of the Select Board of the Town of Nantucket.

Notary Public
My Commission Expires:

QUITCLAIM DEED

Parcel 7, Hancock Street, Nantucket, Massachusetts

The **Town of Nantucket**, a Massachusetts municipal corporation having a principal place of business at 16 Broad Street, Nantucket, Nantucket County, Massachusetts acting by and through its Select Board (the “Grantor”), in consideration of One Thousand Two Hundred and 00/100 Dollars (\$1,200.00), the receipt of which is hereby acknowledged, pursuant to the authority of Article 97 voted upon at the 2014 Annual Town Meeting, a certified copy of which is attached hereto, grants to **Nathaniel E. Lowell and Andrea J. Ryder**, (the “Grantee”) husband and wife as joint tenants with rights of survivorship having an address of 4 Blueberry Lane, Nantucket, Massachusetts 02554, with QUITCLAIM COVENANTS, a certain parcel of land in Nantucket, Massachusetts shown as Parcel 7, Hancock Street containing 600± square feet on a plan of land entitled “Plan of Taking for the Town of Nantucket in Nantucket, Mass.,” dated October 13, 2020, prepared by Earle & Sullivan, Inc., recorded with Nantucket County Registry of Deeds as Plan No. 2020-57 (the “Parcel”). The Parcel hereby conveyed is a portion of Hancock Street and is vacant land.

The Grantor’s conveyance of this Parcel is based in part on the Grantee’s warranty and representation to the Grantor that such Parcel shall be used for residential purposes only and shall, for all intents and purposes, be combined with and considered as one parcel with the abutting property at 4 Blueberry Lane shown on Town Assessor’s Map 80 as Parcel 300 previously acquired by Grantee pursuant to Deed recorded with the Nantucket County Registry of Deeds in Book 1593, Page 16 (together, the “Combined Premises”), and that no part of such Parcel or the Combined Premises shall hereafter be used for non-residential purposes nor divided, subdivided or conveyed as a separate parcel or parcels, unless prior written permission is granted by the Town of Nantucket Select Board and such permission is recorded with said Deeds. Accordingly, the Parcel hereby granted to the Grantee is conveyed subject to permanent restrictions hereby reserved to and held by the Grantor, forever restricting the Parcel and Combined Premises to residential use as defined in Chapter 139 of the Town of Nantucket Code, as from time to time amended; prohibiting the division or subdivision of any portion of the Combined Premises and prohibiting the conveyance or use of any portion of the Combined Premises apart from another portion of the Combined Premises and automatically effectuating a reversion of the Parcel to the Grantor, if within twenty-four (24) months of the date of this Deed, the Parcel has not been merged with the Grantee’s existing property in accordance with the Town of Nantucket By-Laws and statutes. These restrictions shall run with the title to the Combined Premises, and no part of the Combined Premises shall be hereafter used, conveyed, divided or subdivided in a manner inconsistent with these restrictions unless prior written release is granted by the Town of Nantucket Select Board and recorded with said Deeds.

By accepting and recording this Quitclaim Deed, the Grantee expressly agrees to the Grantor’s reservation of, and otherwise grants to the Grantor, such restrictions on the use of the

Combined Premises. These restrictions shall be enforceable for a term of 200 years from the date hereof, and all of the agreements, restrictions, rights and covenants contained herein shall be deemed to be “other restrictions held by any governmental body,” pursuant to G.L. c. 184, §26, such that the restrictions contained herein shall be enforceable for the term of 200 years and not be limited in duration by any contrary rule or operation of law. Nevertheless, if recording of a notice is ever needed to extend the time period for enforceability of these restrictions, the Grantee hereby appoints the Grantor as its agent and attorney in fact to execute and record such notice and further agrees that the Grantee shall execute and record such notice upon request.

The undersigned certifies that there has been full compliance with the provisions of G. L. c. 44 §63A.

No deed stamp taxes are due on this conveyance pursuant to G.L. c. 64D, §1.

For Grantor’s title, see Order of Taking dated December 16, 2020, recorded with said Deeds in Book 1789, Page 198.

[Remainder of Page Intentionally Blank. Signatures Follow on Next Page.]

EXECUTED under seal this _____ day of _____, 2021.

TOWN OF NANTUCKET
BY ITS SELECT BOARD

Dawn E. Hill Holdgate

Jason Bridges

Matthew G. Fee

Kristie L. Ferrantella

Melissa K. Murphy

COMMONWEALTH OF MASSACHUSETTS

Nantucket, ss

On this _____ day of _____, 2021, before me, the undersigned Notary Public, personally appeared Dawn E. Hill Holdgate, Jason Bridges, Matthew G. Fee, Kristie L. Ferrantella and Melissa K. Murphy as Members of the Select Board of the Town of Nantucket, proved to me through satisfactory evidence of identification, which was personal knowledge of the undersigned, to be the persons whose names are signed on the preceding or attached document, and acknowledged to me that they signed it voluntarily for its stated purpose as the free and deed of the Select Board of the Town of Nantucket.

Notary Public
My Commission Expires:

SETTLEMENT STATEMENT

Town of Nantucket ("Seller")
Nathaniel E. Lowell and Andrea J. Ryder ("Buyer")
Parcel 6, Hancock Street and
Parcel 7, Hancock Street, Nantucket, MA (Property)
January 28, 2021 (Closing Date)

Purchase Price: \$ 1,600.00

Less:

Deposit \$ 00.00

Plus:

Payment in Lieu of Tax Adjustment
1/28/21-6/30/21 \$ 3.08
7/1/21-6/30/22 \$ 5.52

Reimbursement of Town's Legal Fees \$ 925.00

Net Amount Due Seller: \$ 2,533.60

Checks:

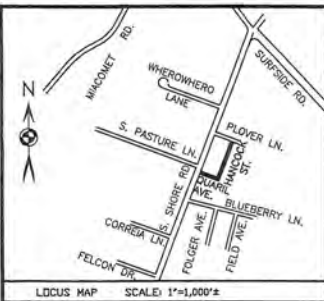
Town of Nantucket \$ 2,533.60

BUYER:

**SELLER: TOWN OF NANTUCKET
SELECT BOARD**

By: _____
Nathaniel E. Lowell

By: _____
Andrea J. Ryder

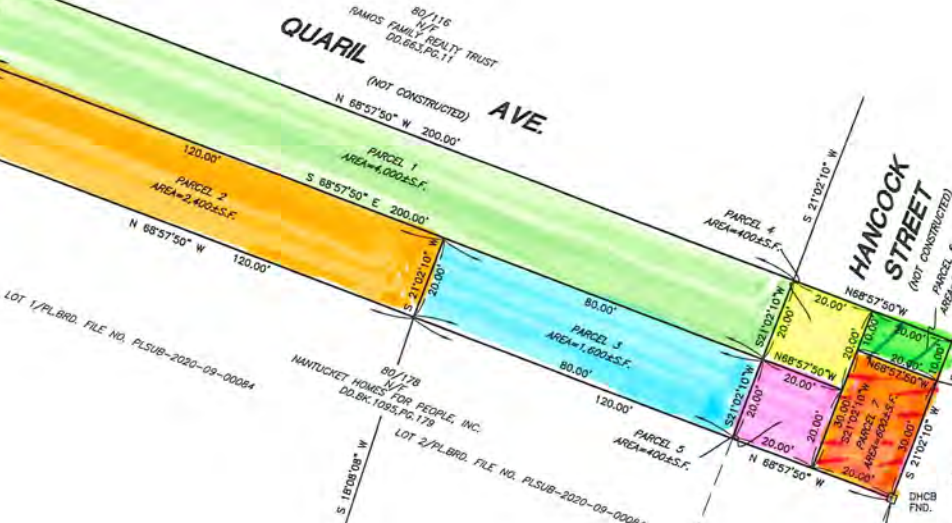


SOUTH SHORE ROAD
 PUBLIC - 66 FT. WIDE
 LAYOUT / ROAD PLAN DRAWING #1
 DO.BK.187, PG.172
 DO.BK.187, PG.172

PLOVER LN.

QUARIL AVE.

HANCOCK STREET
 (NOT CONSTRUCTED)



"I HEREBY CERTIFY THAT THIS PLAN HAS BEEN PREPARED IN ACCORDANCE WITH THE RULES AND REGULATIONS OF THE REGISTERS OF DEEDS OF THE COMMONWEALTH OF MASSACHUSETTS."

Stephen J. Sullivan
 PROFESSIONAL LAND SURVEYOR
 DATE **10/13/2020**



NANTUCKET REGISTRY OF DEEDS
 Date **November 20, 2020**
 Time **1:05 pm**
 Plan No. **2020-57**
 Attest: *Jennifer Ferreira*
 Register
Sheet 1 of 1
 RESERVED FOR REGISTRY USE ONLY

2020 00000057
 Bk: Pg: 0 Page: 0
 Doc: PLAN 11/20/2020 01:05 PM

BEING A PLAN FOR REAL ESTATE ACQUISITION AND CONVEYANCE OF PAPER STREETS AS REFERRED TO IN ARTICLES 96 & 97, AT THE 2014 ATM

PLAN OF TAKING FOR THE TOWN OF NANTUCKET IN NANTUCKET, MASS.

SCALE: 1"= 20' DATE: OCT. 13, 2020

EARLE & SULLIVAN, INC.
 PROFESSIONAL LAND SURVEYORS
 6 YOUNGS WAY
 NANTUCKET, MA 02554
 508-332-4808



SELECTBOARD

[Signature]
 DATE SIGNED _____

NANTUCKET PLANNING BOARD

[Signature]
[Signature]
 DATE SIGNED **10-21-2020**
 FILE NO. **PLSUB-2020-10-00100**



Agenda Item Summary

Agenda Item #	IX. 4.
Date	1/27/2021

Staff

Ken Beaugrand, Real Estate specialist

Subject

Temporary license to use Ironwood Road in Richmond development.

Executive Summary

Transfer of title of Portions of Ironwood Road to Richmond is still held up in the Land Court and access over this road is necessary to complete the sale of several commercial parcels by Richmond. This document grants temporary access for passage over the street by designated parties by Richmond pending the finalization of the deed to Richmond from the Town by the Land Court.

Staff Recommendation

Proceed to execution of the attached license agreement, prepared by Town Counsel.

Background/Discussion

This portion of the property was a part of the sale to Richmond and title to this portion needed approval by the Land Court. Corvid-19 has delayed this and certain other aspects of the transfer, hence the need for this temporary license. The license is clear that the Town has no additional liability because of the granting of this temporary license. Richmond will reimburse the Town for Town Counsel's legal fees.

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

Allows completion of a portion of the commercial part of this affordable housing project.

Board/Commission Recommendation

N/A

Public Outreach

Overall transaction approved at Town Meeting.

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

Part of completion of the Town Strategic Plan.

Attachments

License Agreement; plan



LICENSE AGREEMENT

THIS AGREEMENT (this “License”) is entered into this ____ day of _____, 2021, by and between the Town of Nantucket, a Massachusetts municipal corporation, acting by and through its Select Board, having an address of Town & County Building, 16 Broad Street, Nantucket, Massachusetts 02554 (the “Licensor”) and Richmond Great Point Development, LLC, a limited liability company having an address at 23 Concord Street, Wilmington, Massachusetts 01887 (the “Licensee”).

WHEREAS, Licensor is the owner of a portion of land in Nantucket, Massachusetts shown as “Ironwood Road” on the plan referenced below, formerly known as Nancy Ann Lane, and shown as Lot 1027 on Land Court Plan No. 16514-135 by virtue of an Order of Taking filed with Nantucket Registry District of the Land Court as Document No. 162169 (the “Licensor’s Property” or “Lot 1027”);

WHEREAS, the Licensor is the owner of the parcel of land shown as “License Area” containing 7,945± square feet (the “License Area”), which is a portion of the Licensor’s Property shown on a plan of land entitled “Sketch Plan of Land in Nantucket, Mass.,” dated January 12, 2021, prepared by Hayes Engineering, Inc., (the “Plan”), a copy of which is attached hereto and incorporated herein by reference;

WHEREAS, Lot 1027, is registered land and the Land Court has not yet issued an Order for the issuance of a Certificate of Title for Lot 1027 in the name of the Licensor;

WHEREAS, the Licensee is the owner of a certain parcel of land shown on said Plan as the portion of Ironwood Road which runs from Lot 1027 to Old South Road (the Licensee’s Property”);

WHEREAS, the Licensee is the owner of certain land which it intends to develop for commercial and residential purposes (the “Licensee’s Developed Property”);

WHEREAS, the Licensee has requested Licensor’s permission for Licensee and its successors or assigns of Licensee’s Developed Property who require access from their respective premises to Old South Road (collectively, the “Licensee’s Parties”) to use the License Area solely for the purposes of vehicular and pedestrian access to the Licensee’s Property intersecting with Old South Road; and

WHEREAS, the Licensor is willing to grant permission to Licensee’s Parties to use the License Area solely for the purpose of access to the Licensee’s Property to Old South Road until such time as the Land Court issues an Order to Issue a New Certificate of Title for the Licensor’s Property in the name of the Licensor and for the delivery of the Deed of Licensor’s Property to the Licensee; and

NOW, THEREFORE, in consideration of the mutual promises and covenants herein made, the parties hereto agree as follows:

1. Licensor hereby grants Licensee and Licensee's Parties a non-exclusive license to use the License Area for the sole purpose of ingress and egress for pedestrian and vehicular traffic by Licensee and Licensee's Parties to Licensee's Developed Property for access to Old South Road. Such entry and use shall be exercised from the date of the execution of this License and shall continue until such date as the fee in the Licensor's Property is conveyed to the Licensee or is revoked or terminated pursuant to Section 8 below. Licensor makes no representation or warranty, by said grant of license hereby or otherwise, that the Licensor has title to or rights in the License Area or that the License Area may be used for a particular purpose. Licensee acknowledges that they have not relied upon any warranties or representations of the Licensor nor any person acting on behalf of the Licensor, and that Licensee agrees to accept the License Area "as is", with no liability on the part of the Licensor for any condition or defect or title in the License Area, whether or not known to the Licensor or any representative of the Licensor. The terms of this paragraph shall survive the termination of this License.
2. Licensee agrees to indemnify, defend and hold Licensor harmless from and against all claims, demands, losses, costs, damages, causes of action, or liabilities whatsoever, including but not limited to mechanic's liens and reasonable attorney's fees and expenses, which may be imposed upon, incurred by, or asserted against the Licensor or its agents, employees, successors and assigns by reason of: (a) any failure on the part of the Licensee's Parties to comply with any provision or term required to be performed or complied with by Licensee's Parties under this License; (b) for the death, injury or property damage suffered by any person on account of or based upon the act, omission, fault, negligence or misconduct of any person whomsoever, other than the Licensor relating in any way, to the Licensee's Parties' exercise of its rights under this License; (c) the discharge, release or threatened release at or from the License Area of oil or hazardous material as defined under federal, state or local law which is caused by Licensee's Parties under this License. Licensee will be solely responsible for any hazards created through Licensee's Parties' conduct in connection with this License. Furthermore, Licensee hereby releases the Licensor from any responsibility or liability for Licensee's losses or damages related to the condition of the License Area, and Licensee agrees and covenants that it will not assert or bring, nor cause any third-party to assert or bring any claim, demand, lawsuit or cause of action against the Licensor including without limitation, claims for property damages, diminution in property value claims, personal injury damages and any other damages relating to or arising from the Licensee's Parties' use of the License Area. The provisions of this Paragraph shall survive the termination of this License.

3. The Licensee agrees that it shall use the License Area in a manner customary for travel over streets and ways in the Town of Nantucket. The Licensee's Parties agree that it shall use the License Area at its own risk, and the Licensors shall not be liable to Licensee for any injury or death to persons entering the License Area pursuant to the License, or loss or damage to vehicles, equipment, or other personal property of any nature whatsoever of the Licensee's Parties, or of anyone claiming by or through the Licensee's Parties, that are brought upon the License Area pursuant to the License. Licensee agrees not to place or construct any additional structures or improvements in, on, under, over or across the License Area, or store any equipment, materials or property of any kind on the License Area, except for ordinary repairs and maintenance. The Licensee has the sole responsibility, at its cost and expense, for the maintenance of the License Area, including but not limited to removal of snow and ice therefrom as needed, and the repair of the License Area if it is damaged as a result of the Licensee's Parties use of the License Area. During the exercise of the rights hereby granted, the use of the License Area by Licensee's Parties shall not unreasonably interfere with the use of the Licensors' Property by the Licensors, and observe and obey directives of the Licensors as well as all applicable laws, statutes, ordinances, and regulations.
4. This License shall not be construed as creating or vesting in the Licensee's Parties any estate in the License Area, but only the limited right of use as hereinabove stated.
5. This License is personal and exclusive to the Licensee and is not intended to run with the land. This License may be assigned by Licensee to Licensee's Parties.
6. This License represents the complete understanding and entire agreement between the parties hereto. Any prior agreements or understandings, whether written or oral, are hereby superseded and of no effect.
7. This License is to be interpreted under and construed in accordance with the laws of the Commonwealth of Massachusetts. The parties agree that venue for any dispute arising from this License will be the Nantucket District Court.
8. This License shall be revocable by either party upon written notice of revocation at least one hundred eighty (180) days prior to the termination date stated within said notice. This License shall be terminated upon the Land Court's issuance of an Order to Issue a New Certificate of Title in the name of the Licensors for the Licensors' Property and the delivery of a Deed from the Licensors to the Licensee of the Licensors' Property.
9. Each of the Licensee's Parties shall maintain during the term of this License public liability insurance, including coverage for bodily injury, wrongful death and property damage, in the minimum amount set forth herein to

support the obligations of the Licensee's under the terms and condition of this License to indemnify, defend and hold harmless the Licensor pursuant to insurance coverage on the Property held by the Licensee's Party: General Liability \$1,000,000.00 per occurrence; Bodily Injury Liability \$2,000,000.00 per occurrence; and Property Damage Liability or a combined single limit of \$2,000,000.00 annual aggregate limit. Prior to entering upon the License Area, and thereafter on or before January 1 of each year of the term of this License, Licensee's Party shall provide the Licensor with a certificate of insurance in each case indicating the Licensor as an additional insured on the policy and showing compliance with the foregoing provisions. Licensee's Party shall require the insurer to give at least thirty (30) days written notice of termination, reduction or cancelation of the policy to Licensor.

Signature Page to Follow

EXECUTED as an instrument under seal as of the date first above written.

LICENSOR:

TOWN OF NANTUCKET
By its Select Board

Dawn E. Hill Holdgate

Jason Bridges

Matthew G. Fee

Kristie L. Ferrantella

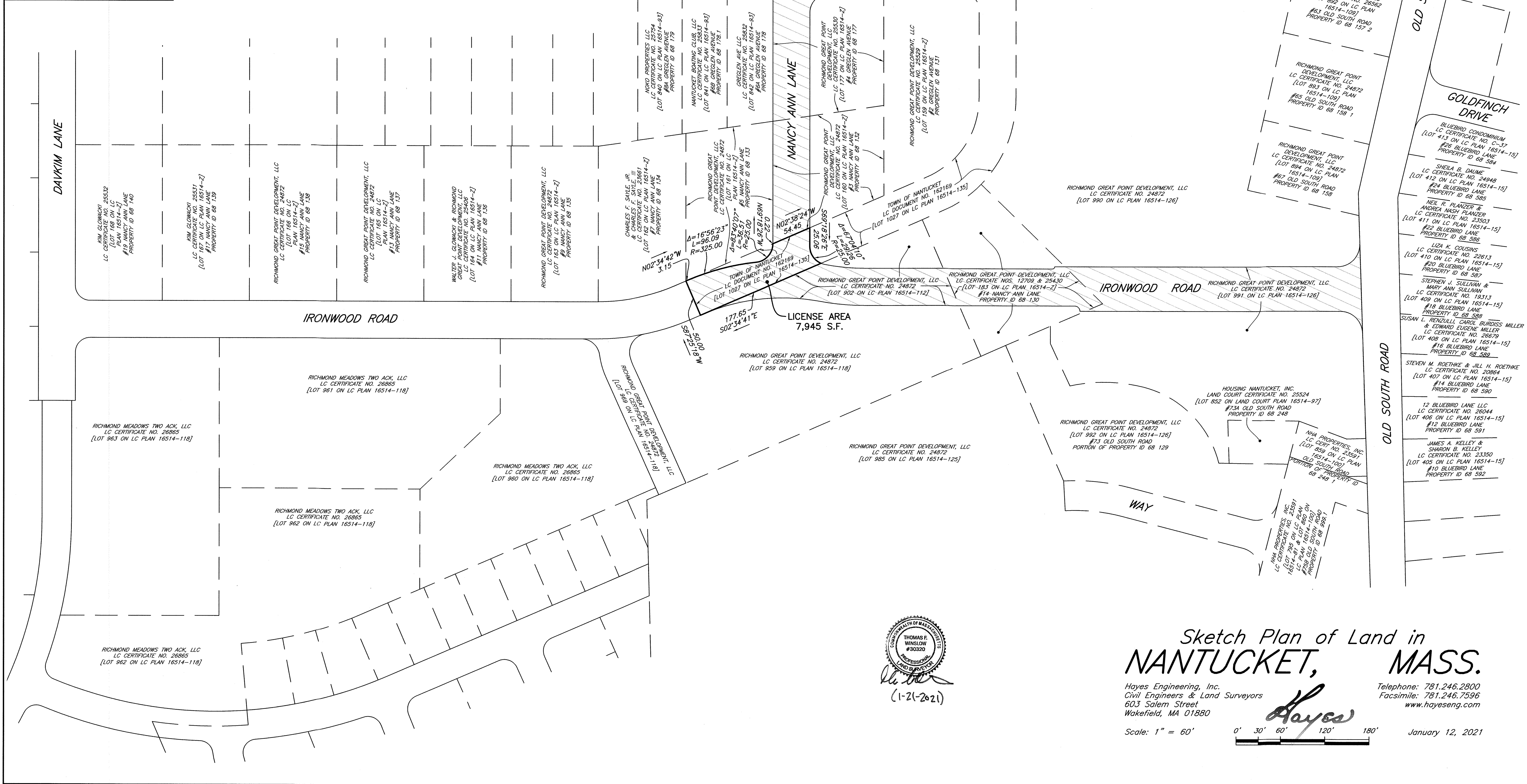
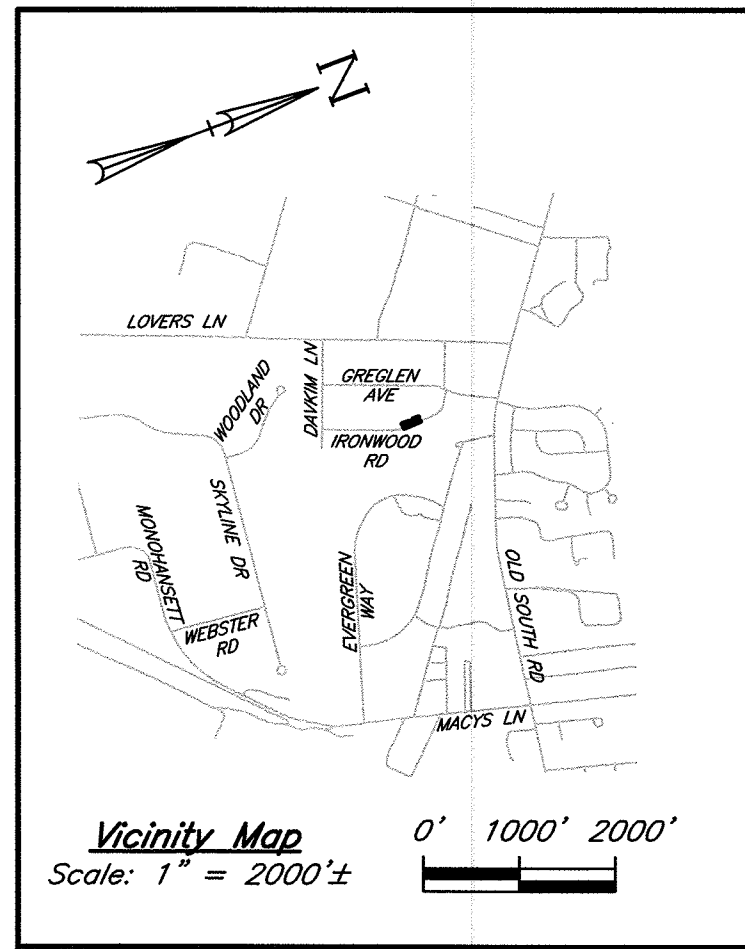
Melissa K. Murphy

LICENSEE:

RICHMOND GREAT POINT
DEVELOPMENT, LLC

By:_____
Philip Pastan, Manager

747365v3NANT 19729/0001



Sketch Plan of Land in NANTUCKET, MASS.

Hayes Engineering, Inc.
Civil Engineers & Land Surveyors
603 Salem Street
Wakefield, MA 01880

Telephone: 781.246.2800
Facsimile: 781.246.7596
www.hayeseng.com

Scale: 1" = 60'

0' 30' 60' 120' 180'

January 12, 2021



Agenda Item Summary

Agenda Item #	IX. 5.
Date	January 27, 2021

Staff

Tucker Holland, Municipal Housing Director

Subject

Discharge of Mortgage on 16 Allens Lane, from Roni N. and Andrew Roberts

Executive Summary

In 2005 Nantucket received a Small Cities Community Development Block Grant for funding for a Housing Rehabilitation Program. This program was originally administered by Housing Nantucket and subsequently responsibility was transferred to the Town. The amount was covered by a fifteen year 0% interest rate mortgage that was to be forgiven at 1/15 of the principal amount per year as long as the homeowner or their families remain in the home and remain income qualified. As the loan has been satisfied in 2020 simply by the owner continuing to live in the house, the owners accordingly have requested the mortgage be discharged for the property.

Staff Recommendation

Recommend the execution of the Discharge of Mortgage prepared by Town Counsel.

Background/Discussion

The Roberts have satisfied the mortgage requirements and therefore the mortgage should be discharged.

Impact: Environmental ☐ Fiscal ☐ Community ☒ Other ☐

Follow-through on a year-round housing program.

Board/Commission Recommendation

N/A

Public Outreach

N/A

Attachments

1. Roberts Agreement
2. Roberts Promissory Note
3. Discharge of Mortgage (prepared by Town Counsel)



Nantucket Housing Office (NHO)
Housing Rehabilitation Loan Program

General Contractor and Owner Agreement

This General Contractor and Owner Agreement ("General Contractor Agreement") is entered into this **2nd day of June, 2005** by and between **Roni N. Roberts and Andrew Roberts** with a mailing address of **16 Allens Lane, Nantucket, Massachusetts, 02554** ("Owner") and **Ted Lambrecht**, a licensed General Contractor having a mailing address of **PO Box 3319, Nantucket, MA 02584** ("General Contractor").

I. RECITALS

A. The Owner is rehabilitating his/her/their property located at **16 Allens Lane, Nantucket, Massachusetts, 02554** (the "Property").

B. The Owner has obtained a deferred, forgivable loan from NHA Properties, Inc. d/b/a Nantucket Housing Office (NHO) for the funds necessary in order to rehabilitate the Property.

C. The General Contractor has submitted bids to NHO for the specifications included in the Work Write-Up written by the NHO Construction Consultant, and General Contractor has been selected for this project.

II. DEFINITIONS

<u>Change Order</u>	Any request for changes in the work necessary for the protection of health, life, or property. Such Change Orders will be the responsibility of the Owner and must be approved by NHO prior to starting work and must be submitted by Owner to the Housing Program Director in written form.
---------------------	--

<u>Completion Date</u>	On or before September 30, 2005 , time being of the essence.
------------------------	---

<u>Consultant</u>	NHO Housing Rehabilitation Loan Program Construction Consultant
-------------------	---

<u>DHCD</u>	The Department of Housing and Community Development, a state agency established under the laws of the Commonwealth of Massachusetts.
-------------	--

<u>HUD</u>	The United States Department of Housing and Urban Development.
------------	--

<u>Director</u>	NHO Director of Housing Programs
-----------------	----------------------------------

<u>Project</u>	The rehabilitation of the dwelling located at the Property, as specified in the Work Write-Up.
<u>Regulations</u>	The applicable regulations promulgated by HUD and DHCD
<u>Work Write-Up</u>	The document describing in detail the specification and items included in the Project.

III. AGREEMENT

The Owner and General Contractor, for good and valuable consideration, and in consideration of the covenants and agreements herein, hereby make this Agreement regarding the rehabilitation of the Property.

A. THE CONTRACT DOCUMENTS

The General Contractor shall complete the Work described in the Contract Documents for the Project. The Contract Documents consist of:

1. This Agreement signed by the Owner and the General Contractor;
2. The bid and/or proposal submitted by the General Contractor to NHO;
3. Written Change Orders, approved by the Owner and the NHO after execution of this Agreement; and
4. All exhibits and attachments referenced herein, attached hereto and incorporated herewith throughout this Agreement.
5. Notice to Proceed

B. DATE OF COMMENCEMENT AND COMPLETION DATE

1. General Contractor shall commence the work specified by the Work Write-Up, signed by the Owner, the General Contractor (a copy of which is attached hereto and incorporated herein as Attachment A), and shall pursue and execute the work required with due diligence. If the Notice to Proceed is not received by the General Contractor within thirty (30) days of the signing of this Agreement, General Contractor shall have the option of withdrawing the bid and proposal submitted to the Owner. If General Contractor withdraws the bid and proposal, this Agreement shall become null and void without further recourse to the parties herein.

2. General Contractor shall complete the work on or before the Completion Date, specified in Section II, above, time being of the essence.

C. CONTRACT SUM

1. The General Contractor hereby agrees to perform the work specified in the Work Write-Up in accordance with the bid and proposal submitted by the General

Contractor to the Owner for the sum of **TWENTY THREE THOUSAND ONE HUNDRED AND EIGHTY-EIGHT Dollars and sixty-five cents (\$23,188.65)**. Payments shall be made in accordance with the **SCHEDULE OF PAYMENTS**, attached hereto and incorporated herein as Attachment B.

2. The General Contractor shall, at its own expense, secure and pay to the appropriate department of the local government, the fees or charges for all permits necessary to complete the work described in the Work Write-Up.

D. PAYMENT

1. Payments to the General Contractor shall be made in accordance with the **SCHEDULE OF PAYMENTS** attached hereto and incorporated herein by reference as Attachment B, and in accordance with the procedure outlined below.

2. No upfront payments shall be disbursed to the General Contractor prior to construction start. This is a federally mandated regulation.

3. Progress Payments shall be disbursed only for work items and costs included in the Work Write-Up.

4. Any monies required to be contributed to the Project by the Owner shall be paid to the General Contractor prior to any payments being made by NHO.

5. General Contractor shall request a Progress Payment in accordance with the Schedule of Payments on a form, supplied by NHO, accompanied by an invoice on the General Contractor's letterhead, which includes the completed items of work and the amount of payment desired, along with any applicable invoices from suppliers or subcontractors.

6. Within seven (7) business days of the receipt of the Progress Payment Request, a representative of NHO shall inspect the property to verify that all work items described in the Progress Payment Request have been completed according to the Work Write-Up specifications, and if applicable, all approved plans.

7. If NHO determines that all work items described in the Progress Payment Request have been completed according to the Work Write-Up specifications and applicable plans, and if all supporting documentation has been received from the General Contractor, NHO shall approve the request and forward the requested Progress Payment, less a ten percent (10%) retainage fee, to the Contractor within thirty (30) days of the date of inspection. Said payment shall be in the form of a check made payable to both the Owner and the General Contractor.

8. At least seven (7) business days prior to the completion of all work, General Contractor shall notify the Owner and NHO of the need for Final Payment and

3. The General Contractor warrants to the Owner and NHO that:
 - (a) materials and equipment furnished under this Agreement will be new and of good quality unless otherwise required or permitted by the Contract Documents;
 - (b) the work will be free from defects arising from the workmanship of the General Contractor or any subcontractor or the quality of materials or supplies used in conjunction with the work completed under the Contract Documents. Such warranty shall be effective for one (1) year, or for such longer period as may be included in any warranty given by the manufacturer of any materials or supplies used in the work completed under the Contract Documents; and
 - (c) the work will conform to the requirements of the Contract Documents.

4. The General Contractor shall assign to the Owner any and all manufacturer's warranties or guaranties associated with the materials or supplies used in the work completed under the Contract Documents.

F. OTHER TERMS AND CONDITIONS

1. The General Contractor shall comply with all applicable federal, state and local laws, ordinances and codes, including the applicable regulations of the of the United States Department of Labor, made pursuant to the so-called Anti-Kickback Act of June 13, 1934 (48 Stat. 948; 62 Stat. 862; Title 18 U.S.C., Sec. 874; and Title 40 U.S.C., Sec. 276c) and any amendments or modifications thereof. The General Contractor shall cause the appropriate provisions to be inserted into subcontracts to ensure compliance therewith by all subcontractors subject thereto, and shall be responsible for the submission of statements required of subcontractors thereunder, except as the Secretary of Labor may specifically provide for reasonable limitations, variations, tolerances and exemptions from the requirements thereof.

2. The General Contractor and all subcontractors shall comply with the federal and state equal opportunity and affirmative action laws, especially with regard to the hiring, firing, promotion or transfer of any wage or salaried employees and the selection of any and all subcontractors.

3. The General Contractor shall provide evidence to the Owner and NHO that the General Contractor possesses a valid Massachusetts Supervisor's License, and that any and all subcontractors used on the project possess applicable licenses or certifications to perform the work stipulated in the Contract Documents.

4. The Owner and NHO, or its representatives, shall be afforded access at all times to inspect the Property.

5. If any changes in the Work Write-Up are necessary for the protection of health, life or property, a Change Order shall be submitted to the Owner and NHO. Said Change Order shall include the following:

- (a) a detailed description of the change in work;
- (b) a full explanation of the reason for the change;
- (c) the General Contractor's proposal to do the work;
- (d) a detailed statement as to the resulting change in the Contract Sum; and
- (e) a statement that all work involved in the change shall be performed in accordance with the Contract Documents, except as modified by the change.

The Owner and NHO shall approve in writing all such Change Orders prior to the General Contractor commencing the work included in the Change Order.

6. If the work described in the Progress Payment Request is not completed according to the Contract Documents, the General Contractor shall promptly correct the work rejected as failing to conform to the Contract Documents, and the General Contractor shall bear the cost and responsibility of correcting said nonconformity. If the Owner and NHO deem it not expedient to require the General Contractor to correct work not done according to the Contract Documents, an equitable deduction from the contract price shall be made by agreement.

7. If the General Contractor refuses or fails to execute the work required under the Contract Documents with due diligence as to ensure its completion by the Completion Date, the Owner, by written notice to the General Contractor, may terminate the General Contractor's right to proceed with the work. Upon such termination, the Owner may take over the work, executing the same to completion, and shall be entitled to liquidated damages for completion of the work. Liquidated damages under this section shall be the amount needed to complete the work. Such amount shall be deducted from the total contract sum and the General Contractor shall be entitled to only the remainder.

8. The right of the General Contractor to proceed shall not be terminated, nor shall the General Contractor be charged with liquidated damages for any delays deemed caused by the Owner, the government or any unforeseeable event; provided, however, that the General Contractor shall notify the Owner of the cause of the delay, within ten (10) calendar days. Upon receipt of such notification, the Owner, with technical assistance of NHO, shall determine if the facts presented show the delay to be properly excusable. If an excusable delay is found, the Owner shall extend the completion date by a period commensurate with the period of excusable delay.

9. The General Contractor shall keep the premises clean and orderly during the course of the work required under the Contract Documents and remove all debris visible from the exterior of the premises at the close of each business day. Materials and equipment that have been removed and replaced as part of the work shall belong to the General Contractor.

10. The General Contractor shall not assign the Contract Documents without the written consent of the Owner and NHO. Such request for assignment of the Contract Documents shall be addressed directly to the Owner.

11. The Owner shall permit the General Contractor and all subcontractors to use, at no cost, existing utilities, including, but not limited to, electric, heat and water, as necessary for the carrying out and completion of the work required under the Contract Documents.

12. The Owner shall cooperate with the General Contractor to facilitate the performance of the work required under the Contract Documents, including the removal and replacement of rugs, floor coverings, furniture and furnishings, as necessary.

13. The property shall be occupied during the course of the work required under the Contract Documents, unless such occupancy must be temporarily suspended for the safety of the Owner's or occupant's health, safety or welfare.

14. The General Contractor shall ensure that no lead-based paint is used during any segment of the work required under the Contract Documents, and shall verify such upon completion of the work.

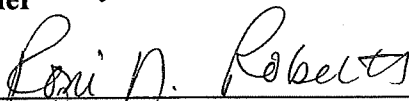
15. The title of all work completed and all materials on account of which any payment has been made to the General Contractor or any subcontractor under the Contract Documents shall be the property of the Owner.

IN WITNESS THEREOF, the Owner, the General Contractor and NHO have hereunto set their hands and seals as of the date first written above.



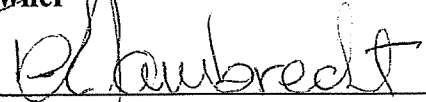
Owner

6/2/05
Date



Owner

6/2/5
Date



General Contractor

6.2.05
Date



NHA Properties, Inc. d/b/a
Nantucket Housing Office (NHO)

6/2/05
Date

Nantucket Housing Office

Housing Rehabilitation Loan Program

General Contractor and Owner Agreement

Attachment A

NOTICE TO PROCEED

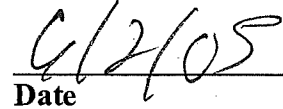
To: Ted Lambrecht

You are hereby given authorization to proceed with the renovations at **16 Allens Lane, Nantucket, Massachusetts, 02554** in accordance with the General Contractor and Owner Agreement dated **June 2, 2005**

The work is scheduled to begin on or before July 15, 2005 and to be completed on or before September 30, 2005

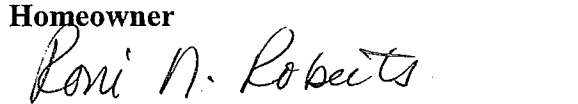


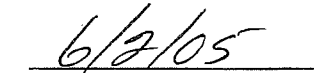
**NHA Properties Inc, d/b/a Nantucket
Housing Office, Housing Manager**

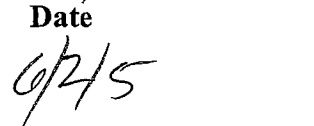


Date



Homeowner




Date


Nantucket Housing Office
Housing Rehabilitation Loan Program

Promissory Note

Date: **June 2, 2005**

For Value Received, **Roni N. Roberts and Andrew Roberts** with a mailing address of **16 Allens Lane, Nantucket, Massachusetts, 02554**, ("Maker") does hereby promise to pay to the order of the NHA Properties, Inc. d/b/a/ Nantucket Housing Office, a non-profit corporation organized under the laws of the Commonwealth of Massachusetts, ("Holder") or its designee, at its office at 15 Teasdale Circle, Nantucket Massachusetts, 02554 the principal sum of **TWENTY ONE THOUSAND and ONE HUNDRED and FIVE Dollars (\$21,105.00)**, without interest thereon, except as set forth herein.

The indebtedness evidenced by this Note is secured by a Mortgage of even date on property located and known as **16 Allens Lane, Nantucket, Massachusetts** and reference is made to the Mortgage for rights as to acceleration of the indebtedness evidenced by this Note.

All outstanding principal shall be due and payable upon the sale of the premise, if said sale takes place previous to (15 years to date of closing) **June 2, 2020** (Maturity Date). Provided that Maker is not in default under this Note or the Mortgage, such default described below, the full amount of the outstanding principal shall be forgiven following the Maturity Date.

If the sale of said premises takes place prior to the Maturity Date, the outstanding principal shall be forgiven proportionate to the years remaining until the Maturity Date at a rate of 1/15th per annum.

It shall be a default under this Note if (I) Maker sells or transfers the Property within fifteen (15) years of the signing of this Note; (II) Maker sells, transfers or otherwise encumbers the Property previous to the Maturity Date, without prior written approval of the Holder as specified below; (III) Maker defaults on any of its obligations under this Note or Mortgage; or (IV) Maker fails to rent to low and moderate income persons as defined under applicable rules and regulations of the United States Department of Housing and Urban Development ("HUD").

In the event of such a default under the Note or Mortgage, interest at the rate of the Prime Rate (as published in the Wall Street Journal) *plus two percent (2%)* per annum shall thereafter accrue on the outstanding principal balance, at the option of the Holder, all

outstanding principal and any accrued, unpaid interest shall then become immediately due and payable, without notice or demand by Maker.

The rights and remedies of the Holder as provided in this Note and Mortgage shall be cumulative and concurrent, and may be pursued singly, successively, or together, against the Maker, the Property described in the Mortgage, and Guarantor hereof and any other funds, property, or security held by the Maker. The failure to exercise any such right or remedy shall in no event be construed as a waiver or release by Holder of said rights or remedies or the right to exercise them at a later time.

The Maker, endorsers, guarantors, sureties, accommodations parties hereof and all other persons liable or to become liable for all or any part of this indebtedness, jointly and severally, waive diligence, presentment, protest and demand, and also notice of protest and demand, of non-payment, of dishonor and of maturity and also recourse to suretyship defenses generally; and they also jointly and severally hereby consent to any and all renewals, extensions, or modifications of the terms hereof or the release or the substitution of any security for the indebtedness evidenced hereby and any other indulgences shall not affect the liability of any of the said parties for the indebtedness evidenced by this Note. Such renewals, extensions, or modifications may not be made without the prior written consent of the first mortgage lender.

The Maker, endorsers, guarantors, sureties, accommodations parties hereof and all other persons liable or to become liable for all or any part of this indebtedness, agree, jointly or severally, to pay all costs of collection, including reasonable attorney's fees and all costs of the suit, in case the unpaid principal sum of this Note, or any payment of interest or principal and interest thereon is not paid when due, or in case it becomes necessary to protect the security for the indebtedness evidenced herein, or for the foreclosure by the holder of the Mortgage, or in the event the Holder is made a party to any litigation because of the Note, Mortgage or related loan documents, whether suit be brought or not, through courts of original jurisdiction, as well as courts of appellate jurisdiction, or through a Bankruptcy Court or any other legal proceedings.

This Note may not be amended, modified, or changed, nor shall any waiver of any provision hereof be effective except only by an instrument in writing and signed by the party against whom enforcement of any waiver, amendment, change, modification or discharge is sought. Whenever used herein, "Maker" and "Holder" shall be deemed to include their respective heirs, personal representatives, successors and assigns.

All notices to be given to the parties under this Note shall be given in writing at the addresses given above.

This Note shall be construed according to and governed by the laws of the Commonwealth of Massachusetts.

IN WITNESS WHEREOF, Maker has executed this Note as a sealed instrument as of the date set forth below.

Andrew Roberts
Borrower

6/2/15
Date

Roni N. Roberts
Co-Borrower

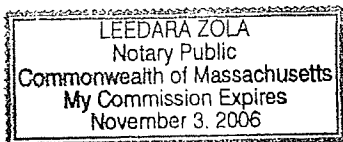
6/2/15
Date

COMMONWEALTH OF MASSACHUSETTS

Nantucket County, ss.

June 2, 2005

Then personally appeared the above named Andrew Roberts + Roni N. Roberts
proved to me through satisfactory evidence of identification, which was/were
personal to be the person whose name(s) is/are signed on the
preceding document and acknowledged that he/she/they executed the foregoing
instrument voluntarily for its stated purpose.



Notary Public WAZ

My Commission expires:
NOV 3/06

**Nantucket Housing Office
Housing Rehabilitation Loan Program**

Deferred, Forgivable Loan Agreement

This Deferred Loan Agreement ("DL") is entered into this **2nd day of June, 2005** by and between NHA Properties, Inc. d/b/a Nantucket Housing Office (NHO), a non-profit corporation duly organized under the laws of the Commonwealth of Massachusetts, with an address of 15 Teasdale Circle, Nantucket 02554 ("Lender") and **Roni N. Roberts and Andrew Roberts** with a mailing address of **16 Allens Lane, Nantucket, Massachusetts, 02554** ("Borrower").

I. RECITALS

A. Borrower has made application to Lender through its Housing Rehabilitation Loan Program for financial assistance in the form of a Deferred, Forgivable Loan in order to rehabilitate Borrower's property, located at **16 Allens Lane, Nantucket, Massachusetts**, Nantucket County, Massachusetts, a deed to which showing Borrower's Ownership has been recorded at the Nantucket County Registry of Deeds in **Book 274 Page 137** ("Property").

B. Lender has agreed to provide a Deferred, Forgivable Loan to Borrower contingent upon the Lender being able to recapture from Borrower the whole of the loan if the ownership of the Property being rehabilitated is transferred in whole or in part, by Borrower, or if Borrower fails to rent the Property to low or moderate income persons (if applicable), within Fifteen (15) years from the date of this Agreement, or if Borrower is in default under any other terms or provisions of the Promissory Note, Mortgage or any other Loan Documents. This contingency is intended to prevent speculation of the Property by Borrower, and, if applicable, to provide Borrower with the financial incentive to rent the Property to low or moderate income persons for this Fifteen (15) year period, or for a low income owner to maintain their residence or ownership for Fifteen (15) years.

II. DEFINITIONS

Change Order

Any request for changes in the work necessary for the protection of health, life, or property. Such Change Orders must be approved by Lender and NHO prior to starting work. Change Orders must be submitted by Borrower to the Director of Housing Programs in written form.

Completion Date

The date which is established as such in the General Contractor and Owner Agreement by which time all work under the Work Write-Up must be completed.

<u>DHCD</u>	Department of Housing and Community Development, a state agency established under the laws of the Commonwealth of Massachusetts.
<u>Senior Mortgage</u>	The written document which provides security to for the performance under the First Mortgage Note.
<u>Senior Mortgage Note</u>	The promissory note of the Borrower dated May 7, 2003 in the original principal amount of \$144,000 payable to the order of Fleet Bank .
<u>HUD</u>	The United States Department of Housing and Urban Development.
<u>Deferred, Forgivable Loan</u>	The loan of TWENTY ONE THOUSAND and ONE HUNDRED and FIVE Dollars (\$21,105.00) to Borrower by Lender pursuant to this Agreement to be used by Borrower for costs of the Project as set forth in the Schedule of Payments.
<u>Loan Documents</u>	All other documents referred to and incorporated within.
<u>Mortgage</u>	The written document made by Borrower which provides security to Lender for the performance under the Promissory Note executed by Borrower as of the date hereof and recorded with the Nantucket County Registry of Deeds.
<u>Deferred, Forgivable Loan Promissory Note</u>	The promissory note from Borrower in the amount of TWENTY ONE THOUSAND and ONE HUNDRED and FIVE Dollars (\$21,105.00) payable to the order of Lender.
<u>Permitted Encumbrances</u>	The Senior Mortgage and any other encumbrances approved by Lender.
<u>Project</u>	The rehabilitation of the dwelling located at the Property as specified in the Work Write-Up.
<u>Work Write-Up</u>	The document describing in detail the specification and items included in the Project.

<u>Property Owner Projects</u>	Projects in which the Borrower owns and resides at the Property.
<u>Investor/Owner Projects</u>	Projects which take place on the Property owned by, but not resided on, by the Owner.
<u>Regulations</u>	The applicable regulations promulgated by HUD and DHCD.
<u>NHA Properties Inc. d/b/a Nantucket Housing Office</u>	The 501 (C) (3) non-profit corporation duly organized under the laws of the Commonwealth of Massachusetts which as the designated sub-grantee has received a grant for this fiscal year through The Town of Nantucket FY 04 Small Cities grant application to D.H.C.D.

III. AGREEMENT Lender and Borrower, for good and valuable consideration, and in consideration of the covenants and agreements contained herein, hereby make this Agreement regarding rehabilitation financing, and Lender agrees to make the Deferred, Forgivable Loan to Borrower upon and subject to all conditions, terms, covenants and agreements herein set forth.

A. The Lender agrees to provide a Deferred, Forgivable Loan to Borrower in the amount of **TWENTY ONE THOUSAND and ONE HUNDRED and FIVE Dollars (\$21,105.00)** to assist in the rehabilitation of the Property.

B. Conditions Precedent Borrower acknowledges he/she has complied with and observed the following conditions precedent:

1. Borrower has completed an application, such application having been reviewed by NHO Director of Housing Programs and considered for eligibility according to grant guidelines established by DHCD.

2. Borrower has submitted the following documents to Director of Housing Programs:

- a. Deed indicating Borrower's ownership of the Property;
- b. Income documentation, including, but not limited to, copies of income tax returns;
- c. Insurance binder indicating proof of homeowner's insurance on the Property; and
- d. Proof of payment of most recent property tax bill.

Such application having been reviewed by Lender and Borrower having been found eligible for participation in the Housing Rehabilitation Loan Program.

3. Borrower has met with NHO Housing Rehabilitation Loan Program staff, has participated in a site visit at the Property, and NHO staff/Consultants has assessed the rehabilitation needs of the Property.

4. A Work Write-Up has been developed, establishing the construction specifications necessary for the rehabilitation of the Property, said Work Write-Up having been reviewed by Borrower, with Borrower approving said Work Write-Up.

5. Borrower has obtained and submitted to the Director of Housing Programs **three (3)** bids for the specifications included in the Work Write-Up from General Contractors, said General Contractors possessing the following criteria:

- a. having a Massachusetts Builder's License;
- b. owning and maintaining a liability insurance policy; and
- c. Owning and maintaining a worker's compensation policy for the benefit of its employees.

6. Borrower has reviewed the aforesaid bids and the bid from **Ted Lambrecht General Contractor** has been determined to be the lowest reasonable bid. Therefore, **Ted Lambrecht**, was selected as the "General Contractor" for this project.

7. Borrower has provided Director of Housing Programs with satisfactory documentation that Borrower has adequate funds to contribute towards the change orders for rehabilitation, including, but not limited to, copies of all bank account statements and income tax returns.

8. Borrower has obtained the necessary approvals and permits from local authorities having jurisdiction over the project.

9. General Contractor is responsible for securing a Building Permit issued by the Building Department in the town in which the project is taking place in accordance with the Work Write-Up, inclusive of any plans or drawings.

10. Borrower, General Contractor, and Lender have met at the offices of Lender and have executed the General Contractor Agreement, including Schedule of Payments and Notice to Proceed. General Contractor has provided Lender with Certificates of Insurance for its Liability and Worker's Compensation Insurance policies, as well as a copy of its current Construction Supervisor's License.

C. Loan Closing The Loan Closing shall take place at the offices of Lender. Concurrently with the signing of the DL, Borrower and Lender, when required, shall sign the following documents ("Loan Documents") which are hereby incorporated as a part of this DL:

1. Promissory Note;
2. Mortgage;
3. Disclosure Statement; and

4. Rental Agreement (If applicable)

Borrower or the Program shall provide funds to Lender for the recording costs of the Mortgage at the Nantucket County Registry of Deeds.

D. Disbursements of Loan Proceeds. Deferred, forgivable Loan proceeds will be disbursed in accordance with the Schedule of Payments under the following conditions and procedures:

1. Any moneys required to be contributed to the rehabilitation project by Borrower must be paid to General Contractor prior to any loan proceeds being disbursed.

2. Progress Payments shall be disbursed only for work items and costs included in the Work Write-Up.

3. No up-front payments will be disbursed to contractors prior to construction start. This is a Federally mandated regulation.

4. General Contractor shall notify Borrower seven (7) business days in advance of the need for a Progress Payment Inspection. The request, based on the Schedule of Payments, shall be made on a Progress Payment Request form supplied by Lender, accompanied by an invoice on the General Contractor's company letterhead that includes the completed items of work and the amount desired. The Progress Payment Request shall also include the Release of Liens as required by the contractor and all subcontractors involved with the Property.

5. A representative of Lender, either a Consultant or the Director of Housing Programs, will inspect the Property to verify that all work items described in the Progress Payment Request have been completed according to the Work Write-Up specifications and, if appropriate, all approved plans.

6. Lender will approve or disapprove of the requested Progress Payment and notify General Contractor or Borrower if further supporting documentation is required. Upon approval, the Progress Payment, less a 10% retainage fee, will be forwarded in the form of a check within a Fourteen (14) day period, made payable to Borrower or to General Contractor, whichever is deemed appropriate at the time of the Owner and General Contractor closing. The 10% retainage fee will be withheld until the final payment is made.

7. Seven (7) business days before the completion of all the work, General Contractor will inform Borrower and Lender of the need for Final Payment and Inspection. The final inspection will include verification that i) all code violations have been addressed and the Property is in compliance with State and Local Sanitary and Building Codes, ii) all work has been completed in accordance with the Work Write-Up and any approved plans or drawings, and iii) all necessary approvals from local officials,

such as applicable building, zoning, and sanitation ordinances, regulations, and laws are in place. General Contractor will submit a Delivery and Acceptance of Housing Rehabilitation Work/Release of Final Payment form, as well as a final invoice, Release of Liens, a completed Building Permit (including all necessary departmental signatures) and all necessary supporting documentation to Lender. Upon final inspection of Property by Lender, Lender will approve or disapprove of the Final Progress Payment and notify General Contractor or Borrower if further supporting documentation or work is required. Upon approval, the Final Progress Payment will be forwarded in the form of a check within a Fourteen (14) day period, made payable to Borrower or General Contractor, whichever is deemed appropriate at the time of Owner and General Contractor closing, including all retainage fees.

8. As a condition of any Progress Payment, Borrower must submit to Lender satisfactory evidence that the unadvanced portion of the Deferred, Forgivable Loan proceeds is sufficient to pay all costs for the completion of the Project in according to the Work Write-Up, bids, approved plans, and drawings.

9. No work other than that specified on the Work Write-Up shall be performed unless and until a Change Order has been approved by Lender.

10. All work must be finished by the completion date as stated in the General Contractor and Owner Agreement Exhibit A - Notice to Proceed.

11. All Progress Payments made during the course of the Project shall be deemed consolidated in the Promissory Note, and all prior notes for the Progress Payments, if any, shall at the time of Final Payment be deemed forgiven.

IV. REPRESENTATIONS AND WARRANTIES OF BORROWER Borrower represents and warrants as of the making of this Loan Agreement and at the time of each advance that:

A. Financial information furnished to Lender by Borrower is accurate and complete and fairly presents the financial position of Borrower as of each respective date;

B. Borrower has good and clear record and marketable title to the Property subject only to the Senior Mortgage; and

C. Borrower and General Contractor have obtained or will cause to be obtained all necessary governmental permits for the Project, and the dwelling on the Property after the completion of the Project will comply with all applicable building, zoning and sanitation ordinances, regulations and laws, with the housing quality standards set forth in the regulations of HUD at 24 CFR 882.109, or any successor regulations.

Each of the foregoing representations and warranties shall survive the making of the Loan and any advance of funds pursuant thereto, and Borrower shall indemnify and hold

harmless Lender from and against loss, expense, or liability directly or indirectly resulting from the breach thereof, including, without limitation, costs of defending or settling any claim arising therefrom.

V. BORROWER'S COVENANTS During the term of the Loan, Borrower agrees that **she** shall comply with all the terms and conditions of the Loan Documents and the Regulations and that **she** shall:

a. Cause the Project to be completed in a timely manner prior to the Completion Date in accordance with the Work Write-Up and the approved plans and specifications and the Schedule of Payments and in compliance with all the applicable laws, regulations, codes, and ordinances, and with HUD's lead paint poisoning prevention regulations. Borrower shall notify Lender promptly after the Project is completed;

b. Keep complete records relating to the Project, which records will be open to inspection by Lender, its agents and representatives at all reasonable times at the Property;

c. Borrower, realizing that Lender may from time to time be required by the Regulations to undertake an audit, agrees to cooperate fully with an audit survey of the Project if so requested by Lender;

d. Perform all its obligations and agreements under the Senior Mortgage Note and the Senior Mortgage;

e. Use Loan proceeds solely for costs included in the Work Write-Up and ensure that the proceeds of the Loan will not be re-loaned or assigned to any party and will not be used for any purpose prohibited by the Loan Documents or the Regulations;

f. Ensure that each tenant in occupied rental units has supplied the proper income documentation to the Lender and each tenant has been determined income eligible; and

g. In the case of vacant units, provide the Lender with income verification documentation for each new tenant prior to renting the available unit.

VI. EVENTS OF DEFAULT Borrower shall be in default under this agreement upon the occurrence of any one or more of the following events:

a. Borrower assigns this agreement or any money advanced hereunder or any interest herein or permits the Property to be sold, conveyed, or otherwise transferred, without in each case the prior written consent of Lender;

b. Any representation or warranty made herein or in any report, certificate, financial statement or other instrument furnished in connection with this Agreement or the Loan shall prove to be false in any material respect;

c. Borrower defaults in the due observance or performance of any covenant, condition or agreement to be observed or performed by Borrower pursuant to the terms of the Loan Documents;

d. Default on the part of the Borrower under the Senior Mortgage Note, or any documents or instruments now or hereafter existing entered into by Borrower, securing the Senior Mortgage Note; or

e. Borrower fails to notify Lender of a vacant rental unit, which must be occupied by a year-round, income eligible resident verified by the Lender.

VII. RIGHTS ON DEFAULT Upon the occurrence of any one or more of the events of default enumerated in the foregoing Section V, and at any time thereafter, the Lender shall have no further obligation to make advances hereunder and all the remedies available to Lender under any of the Loan Documents or at law or in equity may be exercised by Lender, including, but not limited to the commencement of the foreclosure proceedings under the Mortgage, the right to cure Borrower's defaults as more fully set forth in the Mortgage or the commencement of an action seeking specific performance under any Loan Document, whether or not Lender has initiated any foreclosure proceedings or any other action for the enforcement of its rights under any of the Loan Documents. Failure of Lender to exercise any rights at any time shall not constitute a waiver of any of the rights or remedies of Lender.

VIII. MISCELLANEOUS

1. Any notice, request, instruction, or other document to be given hereunder to either party by the other shall be in writing and delivered personally or sent by a certified or registered mail, postage prepaid, to the addresses set forth in this DL. Either party may change the address to which the notices are sent to such party by giving written notice of such change of address to the other party herein provided for giving notice. Any such notice, request, or instruction or other document shall be conclusively deemed to have been received and be effective on the day on which personally delivered, or, if sent by certified or registered mail, on the day on which mailed.

2. The Loan Documents shall be construed in accordance with and governed by the laws of the Commonwealth of Massachusetts.

3. No modification or waiver of any provision of the Loan Documents, nor consent to any departure by Borrower therefrom shall in any event be effective unless the same shall be in writing, and then such waiver or consent shall be effective only in the specific instance and for the purpose for which given. No failure or delay on the part of Lender in exercising any right, power or privilege hereunder or under the Note or the Loan Documents shall operate as a waiver thereof, nor shall a single or partial exercise

thereof preclude any other or further exercise thereof or the exercise of any right, power or privilege.

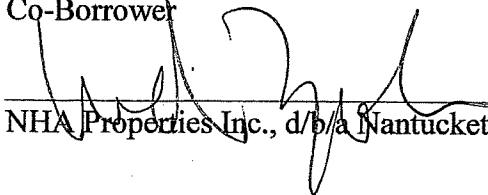
4. This DL and all covenants, agreements, representations and warranties made herein shall survive the making by Lender of the Loan and the execution and delivery to Lender of the Loan Documents, and shall continue in full force and effect so long as the Note is outstanding and unpaid. This DL shall inure to the benefit of and be binding on the successors and assigns of Lender and the permitted successors and assigns of Borrower.

5. All Exhibits referred to in this Agreement are by such references fully incorporated herein.

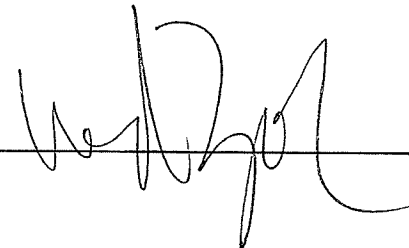
6. Borrower acknowledges that Lender has received a grant from Nantucket Housing Office (NHO) for the Housing Rehabilitation Loan Program. In order for the loan proceeds to be disbursed, Borrower must follow all terms and conditions outlined in the Loan Documents. If all terms and Conditions are not followed, Lender will not disburse any, or the remainder, of the loan proceeds, and all moneys granted to Lender for this particular project will be returned to DHCD. Additionally, Lender must condition the disbursement of loan proceeds on the receipt of funding from DHCD and the approval of DHCD.

By:  Date 6/2/05
Borrower

Roni D. Roberts Date 6/2/05
Co-Borrower

 Date 6/2/05
NHA Properties Inc., d/b/a Nantucket Housing Office, duly appointed Representative

In the presence of:

Witness: 

The Nantucket Housing Office

Housing Rehabilitation Loan Program

Disclosure Statement

This Disclosure Statement describes the conditions and restrictions that apply to Borrowers who wish to participate in the Housing Rehabilitation Loan Program (the "Program"). Anyone intending to borrow money from the Program is required to acknowledge at the time of the loan that they have read this Disclosure Statement and understand the conditions and restrictions imposed on them under their loan documents, particularly as to the sale of the property.

I. Program Overview

The Housing Rehabilitation Program is designed to increase the supply of year-round affordable units as well as rehabilitate single-family properties for income eligible persons. By rehabilitating existing housing stock, property owners will be eligible for loans that are "Deferred, Forgivable Loans" (DFL).

Regulations of the Federal Department of Housing and Urban Development (HUD) state that in the case of rental units, restrictions shall endure for a period of Fifteen (15) years. All of the rehabilitated units must be rented exclusively to low and moderate-income tenants for a period of Fifteen (15) years. Tenant qualification will be based upon HUD low and moderate-income limits. Certification of tenants will take place prior to rental and every year thereafter. A cost-based rent will be negotiated at the time of the loan. These loans will allow rents below market value. No rent increases shall be allowed for Two (2) years, thereafter annual rent increases will not exceed Section 8 FMR standards.

II. Repayment

The Deferred, Forgivable Loan (DFL) is a no-interest loan which need only be repaid in the event that the Borrower fails to abide by the conditions and restrictions of the loan documents, i.e. the Deferred Forgivable Loan Agreement, Promissory Note, Mortgage, and this Disclosure Statement. Full Repayment of the DFL is only required if the Borrower fails to abide by the conditions and restrictions of the loan documents during the term of the DFL.

The DFL will be entirely forgiven after year Fifteen (15), so long as the borrower complies with the conditions and restrictions of the loan documents.

The DFL will be partially forgiven if the property is sold prior to the fifteen (15) year loan end date at a rate of 1/15th per full calendar year at the discretion of the NHO Housing Project manager.

III. Program Conditions and Restrictions

The Program requires that you sign the loan documents, and agree to be bound by the conditions and restrictions contained therein in order to receive a DFL. While the DFL carries no interest and the principal is forgiven after Fifteen (15) years of compliance with the conditions and restrictions of the loan documents, it is important to remember that failure to abide by the conditions and restrictions contained in the loan documents could result in the recapture by the Program of the full amount, plus interest, of the DFL if less than Fifteen (15) years have passed since the signing of the loan documents.

Conditions and restrictions to the loan are contained, in part, in sections 4, 5 and 6 of the Loan Agreement, and should be carefully and fully reviewed prior to signing the loan documents.

IV. Acknowledgments

A limited title search of your property has been conducted at the Nantucket County Registry of Deeds. This search will be updated immediately prior to the recording of your mortgage. If any prior mortgage, lien or bankruptcy not in existence at the time of the title search is found, the Nantucket Housing Office shall consider your participation in the Program invalid and shall have the right to void any and all documents signed in connection with the Program, upon written notification to you.

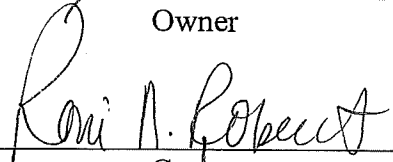
I have read this Disclosure Statement and I understand the benefits and restrictions of the Program, including that I may be required to repay all or a portion of the loan if I sell the property or rent to other than low and moderate-income persons. I further acknowledge that I have read the Promissory Note, Mortgage, Loan Agreement, and this Disclosure Statement and that I understand the obligations which I undertake by signing these documents.



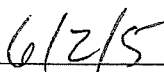
Owner



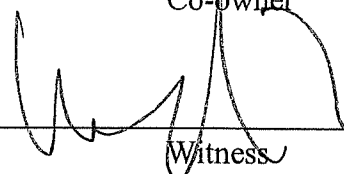
Date



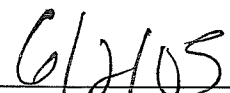
Co-owner



Date



Witness



Date

Nantucket Housing Office
Housing Rehabilitation Loan Program
Borrower Agreement
To Provide Further Information

I agree to furnish and assign any additional information and/or documentation after my mortgage loan closes if requested by the NHA Properties Inc, d/b/a Nantucket Housing Office.

In addition, I will re-sign original loan documents, including the mortgage, if they were prepared incorrectly by any of the parties involved in this loan transaction, or if they were recorded incorrectly at the Nantucket County Registry of Deeds.

6/2/05
Dated

6/2/5
Dated


Borrower

Roni N. Roberts
Co-Borrower

Nantucket Housing Office

HOUSING REHABILITATION LOAN PROGRAM

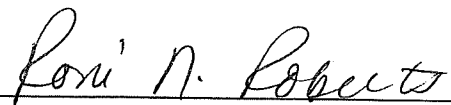
Release for Publicity

I/We authorize NHA Properties, Inc. d/b/a Nantucket Housing Office to use my/our name(s) and/or pictures and/or likenesses of myself/ourselves and my/our property for promotion of this and similar affordable housing programs.

Signed 
Borrower

Date 6/2/05

Printed Name ANDREW ROBERTS

Signed 
Co-Borrower

Date 6/2/05

Printed Name RONI N. ROBERTS

DISCHARGE OF MORTGAGE

TOWN OF NANTUCKET, a Massachusetts municipal corporation, acting by and through its Select Board, being the holder of a certain Mortgage on property located at 16 Allens Lane, Nantucket, Massachusetts, to NHA PROPERTIES, INC., d/b/a Nantucket Housing Office (NHO) by RONI N. ROBERTS AND ANDREW ROBERTS, dated June 2, 2005, recorded with Nantucket County Registry of Deeds in Book 970, Page 179, which Mortgage was assigned to the Town of Nantucket by Assignment of Mortgage dated February 25, 2010, recorded with said Deeds in Book 1221, Page 31, and accepted by said Town by Acceptance of Assignment of Mortgage dated December 3, 2014, recorded with said Deeds in Book 1462, Page 143, hereby acknowledges satisfaction of the note and obligations secured thereby and hereby discharges the Mortgage.

Executed under seal this ____ day of January, 2021.

TOWN OF NANTUCKET
By Its Select Board

Dawn E. Hill Holdgate

Jason Bridges

Matthew G. Fee

Kristie L. Ferrantella

Melissa K. Murphy

COMMONWEALTH OF MASSACHUSETTS

Nantucket, ss.

On this ____ day of January, 2021, before me, the undersigned notary public, personally appeared Dawn E. Hill Holdgate, Jason Bridges, Matthew G. Fee, Kristie L. Ferrantella and Melissa K. Murphy Members of the Select Board of the Town of Nantucket, proved to me through satisfactory evidence of identification, which was personal knowledge of the undersigned to be the persons whose names are signed on the preceding or attached document, and acknowledged to me that they signed voluntarily for its stated purpose as the free act and deed of the Select Board of the Town of Nantucket.

Notary Public
My commission expires:

747669/NANT19713/0001



Agenda Item Summary

Agenda Item #	IX. 6.
Date	January 27, 2021

Staff

Tucker Holland, Municipal Housing Director

Subject

Discharge of Mortgage on 7 Meadow View Drive from Mary P. Lockley

Executive Summary

In 2005 Nantucket received a Small Cities Community Development Block Grant for funding for a Housing Rehabilitation Program. This program was originally administered by Housing Nantucket and subsequently responsibility was transferred to the Town. The amount was covered by a fifteen year 0% interest rate mortgage that was to be forgiven at 1/15 of the principal amount per year as long as the homeowner or their families remain in the home and remain income qualified. As the loan has been satisfied in 2020 simply by the owner continuing to live in the house, the owner accordingly has requested the mortgage be discharged for the property.

Staff Recommendation

Recommend the execution of the Discharge of Mortgage prepared by Town Counsel.

Background/Discussion

Ms. Lockley has satisfied the mortgage requirements and therefore the mortgage should be discharged.

Impact: Environmental ☐ Fiscal ☐ Community ☒ Other ☐

Follow-through on a year-round housing program.

Board/Commission Recommendation

N/A

Public Outreach

N/A

Attachments

1. Lockley Agreement & Promissory Note
2. Discharge of Mortgage (prepared by Town Counsel)



Housing Rehabilitation Loan Program

Closing Documents Checklist

Client:

Address of Property:

Date of Closing:

- | | | |
|-----|----------------------|--|
| 1. | <u> ✓ </u> | Mortgage |
| 2. | <u> ✓ </u> | Exhibit A (Mortgage) |
| 3. | <u> ✓ </u> | Mortgage Modification |
| 4. | <u> ✓ </u> | Promissory Note |
| 5. | <u> ✓ </u> | Deferred Loan Agreement |
| 6. | <u> ✓ </u> | Deferred Loan -Rental Agreement |
| 7. | <u> ✓ </u> | Disclosure Statement |
| 8. | <u> ✓ </u> | Information Agreement |
| 9. | <u> ✓ </u> | Publicity Release |
| 10. | <u> ✓ </u> | Owner / GC Agreement |
| 11. | <u> ✓ </u> | Progress Payment Schedule |
| 12. | <u> ✓ </u> | Notice to Proceed |

see
next
section

n/a
Excavator
only wanted
payment on
job completion

Nantucket Housing Office**Housing Rehabilitation Loan Program**

2005 00113995
Cert: 18387 Doc: MTG
Registered: 10/31/2005 09:37 AM

Mortgage

THIS MORTGAGE ("Security Instrument") is given on **October 5, 2005**. The mortgagor is **Mary P. Lockley** with a mailing address of **7 Meadow View Drive, Nantucket, MA 02554** ("Borrower"). This Security Agreement is given to **NHA Properties, Inc d/b/a Nantucket Housing Office (NHO)** a duly organized non-profit corporation under the laws of the Commonwealth of Massachusetts, whose mailing address is **PO Box 3149, Nantucket, Massachusetts, 02584** ("Lender").

Background and Granting Clause

Borrower is indebted to Lender in the principal sum of **FIFTEEN THOUSAND Dollars and NO Cents (\$15,000.00)** (the "Loan") which indebtedness is evidenced by Borrower's Promissory Note of even date herewith (the "Note") providing for repayment of the Loan under certain conditions and providing for other conditions of the Loan.

This Security Instrument secures to the Lender the repayment under the Note and the performance of the covenants and agreements of the Borrower contained in this Security Instrument and in the Declining Loan Agreement of even date between Borrower and Lender ("Loan Agreement"). For this purpose, Borrower does hereby mortgage, grant, and convey to Lender, with power of sale, the following property located in the **Town of Nantucket, County of Nantucket, Massachusetts**:

For legal description, see Exhibit A attached hereto and incorporated herewith.

Which has a property address of **7 Meadow View Drive, Nantucket** ("Property Address").

TOGETHER with all the buildings and improvements now or hereafter erected on such real property, and all fixtures, easements, rights, licenses, appurtenances and rents, all of which shall be deemed to be and remain a part of the property covered by this Security Instrument; and all of the foregoing, together with said real property are hereinafter referred to as the "Property".

Borrower covenants that Borrower is lawfully seized of the estate hereby conveyed and has the right to mortgage, grant, and convey the Property, and that the Property is unencumbered, except for that certain mortgage by and between Borrower and (the "Senior Mortgage"). Borrower warrants and covenants to defend generally the title to the Property against all claims and demands, subject to encumbrances of record.

The Lender has a mailing address of **P.O. Box 3149, Nantucket, MA 02584**. All notices and payments to the Lender under this Security Instrument or the Loan Documents shall be made to the Lender at this address.

Covenants

Borrower and Lender agree as follows:

1. **Repayment:** In the event the Borrower sells or transfers the property or fails to rent to low or moderate income tenants at an affordable rent before the fifteenth anniversary of the Note or is in default under any other provisions of this Note or Mortgage, the Borrower shall repay to the Lender an amount as calculated under this Note.
2. **Prior Mortgages; Charges; Liens:** Borrower shall perform all of Borrower's obligations under the Senior Mortgage, including Borrower's covenants to make payments when due. Borrower shall pay or cause to be paid all taxes, assessments, and other charges, fines and impositions attributable to the Property which may attain a priority over this Mortgage and leasehold payments or ground rents, if any.
3. **Hazard Insurance:** Borrower shall keep improvements now existing or hereafter erected on the Property insured against loss by fire, hazards as Lender may require and in such amounts and for such periods as Lender may require, subject to the terms and conditions of the Senior Mortgage.

All insurance policies and renewals thereof shall include a standard mortgage clause in favor of the Lender. Lender shall have the right to hold the policies and renewals thereof, subject to the terms of any mortgage or other security agreements with a lien which has priority over this Security Instrument.

In the event of loss, Borrower shall give prompt notice to the insurance carrier and to Lender. Lender may make proof of loss if not made promptly by Borrower.

If the Property is abandoned by the Borrower, or if the Borrower fails to respond to Lender within Thirty (30) days from the date notice is mailed by Lender to Borrower that the insurance carrier offers to settle a claim for insurance benefits, subject to the rights of the mortgagee under the Senior Mortgage; Lender is authorized to collect and apply the insurance proceeds at Lender's option either to restoration or repair of the Property or to the sums secured by this Security Instrument.

4. **Preservation and Maintenance of Property, Protection of Lender's Security:** Borrower shall keep the Property in good repair and shall not commit waste or permit impairment or deterioration of the Property.

If borrower fails to perform the covenants and agreements contained in this Security Instrument, or there is a legal proceeding that may significantly affect Lender's rights in the Property (such as proceeding in bankruptcy, probate, for condemnation or forfeiture or to enforce laws or regulations), then Lender may do and pay for whatever is necessary to protect the value of the Property and Lender's rights in the Property. Lender's actions may include paying any sums secured by a lien which has priority over this Security Instrument, appearing in court, paying reasonable attorney's fees and entering on the Property to make repairs. Although Lender may take action under this paragraph 4, Lender does not have to do so.

Any amounts disbursed under this paragraph 4 shall become additional debt of the Borrower secured by this Security Instrument.

5. **Rental Restrictions (if applicable):** Regulation of the Federal Department of Housing and Urban Development (HUD) relating to the use of rental rehabilitation funds as from time to time shall be in effect shall be complied with by the Borrower. These restrictions shall endure for a period of Fifteen (15) years from the date of this Security Instrument. Such regulations include, but are not limited to, the following: (I) restriction of occupancy of units in the Property to individuals or families whose annual incomes, at the time of the Loan Closing, do not exceed various percentages of the median family income as determined by HUD; (II) prohibition of rental increases for a Two (2) year period following the signing of this Security Instrument; (III) establishment of a ceiling on rents which may be charged for such units; and (IV) requirement of annual certification of tenant income, rents charged and utility allowance.

6. **Inspection:** Lender may make or cause to be made reasonable entries upon and inspections of the Property, provided that Lender shall give Borrower reasonable notice prior to any such inspection specifying reasonable cause therefore relating to Lender's interest in the Property.

7. **Condemnation:** The proceeds of any award of any claim for damages, direct or consequential, in connection with any condemnation or other taking of the Property, or part thereof, or for conveyance in lieu of condemnation are hereby assigned and shall be paid to the Lender to the extent of the Lender's interest in the Property, subject to the terms and conditions of the Senior Mortgage.

8. **Borrower Not Released; Forbearance by Lender Not a Waiver:** Extension of the time for payment or modification of the conditions of the terms for payment of the sums secured by this Security Instrument granted by the Lender to any successor in interest of Borrower shall not operate to release, in any manner, the liability of the original

Borrower and Borrower's successors in interest. Lender shall not be required to commence proceedings against such successor or extend time for payment or otherwise modify amortization of the sums secured by this Security Instrument by reason of any demands made by the original Borrower and Borrower's successors in interest. Any forbearance by Lender in exercising any right or remedy hereunder, or otherwise afforded by applicable law, shall not be a waiver of or preclude the exercise of any right or remedy.

9. **Successors and Assigns Bound; Joint and Several Liability; Co-Signers:** The Borrower's interest under the Note and this Security Instrument may not be transferred, assigned, or assumed without the written consent of the Lender. The covenants and agreements herein contained shall bind, and the rights hereunder shall inure to, the respective successors and assigns of Lender and Borrower. All covenants and agreements of Borrower shall be joint and several.

10. **Notice:** Except for any notice required under applicable law to be given in another manner, (a) any notice to Borrower provided for in this Security Instrument shall be given

by delivering it or mailing such notice by certified mail addressed to Borrower at the Property Address, and (b) any notice to the Lender shall be given by hand delivery or certified mail to Lender's address stated herein or to such other address Lender may designate by notice to the Borrower as provided herein. Any notice provided for in this Security Instrument shall be deemed to have been given to Borrower or Lender when given in the manner designated herein.

11. **Governing Law; Severability:** This Security Instrument shall be governed by the laws of the Commonwealth of Massachusetts. The foregoing sentence shall not limit the applicability of Federal law to this Security Instrument. In the event that any provision or clause of this Security Instrument or the Note conflicts with applicable law, such conflict shall not affect other provisions of this Security Instrument or the Note which can be given effect without the conflicting provision, and to this end the provisions of this Security Instrument and the Note are declared to be severable. As used herein, "costs," "expenses," and "attorneys' fees" include all sums to the extent not prohibited by applicable law or limited herein.

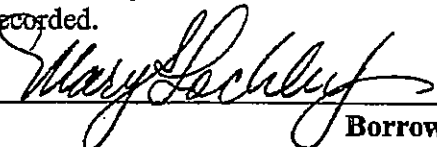
12. **Breach; Remedies:** Subject to the terms and conditions of the Senior Mortgage, upon Borrower's breach of the Statutory Condition or any covenant or agreement of Borrower in the Note, the Loan Agreement or this Security Instrument including the covenant to pay sums when due secured by this Security Instrument, Lender, prior to acceleration shall give notice to Borrower as provided in paragraph 10 hereof specifying: (1) the breach; (2) the action required to cure such breach; (3) a date, not less than 10 days from the date the notice is mailed to Borrower, by which such breach must be cured; and (4) that failure to cure such breach on or before the date specified in the notice may result in acceleration of sums secured by this Security Instrument and the sale of the Property. The notice shall further inform Borrower of the right to reinstate after acceleration and the right to bring a court action to assert the nonexistence of a default or any other defense of Borrower to acceleration and sale.

If the breach is not cured on or before the date specified in the notice, Lender, at Lender's option, may declare all of the sums secured by this Security Instrument to be immediately due and payable without further demand and may invoke the Statutory Power of Sale and any other remedy permitted by applicable law. Lender shall be entitled to collect all reasonable costs and expenses incurred in pursuing the remedies provided in this paragraph 12, including, but not limited to, reasonable attorneys' fees, all of which shall be secured by this Security Instrument.

If Lender invokes the Statutory Power of Sale, Lender shall mail a copy of a notice of sale to Borrower, and to any other person required by applicable law, in the manner provided by applicable law. Lender shall publish the notice of sale and the Property shall be sold in the manner provided by applicable law. Lender or Lender's designee may purchase the property at any sale. The proceeds in the sale shall be applied in the following order: (a) to all reasonable costs and expenses of the sale, including reasonable attorneys' fees and costs of title evidence; (b) to all sums secured by any mortgage with a lien which has priority over this Security Instrument; (c) to all sums secured by this Security Instrument; and (d) the excess, if any, to the person or persons legally entitled thereto.

13. **Borrower's Right to Reinstate:** Notwithstanding Lender's acceleration of the sums secured by this Security Instrument due to Borrower's breach, subject to the terms and conditions of the Senior Security Instrument, Borrower shall have the right to have any proceedings begun by the Lender to enforce this Security Instrument discontinued at any time prior to the earlier to occur of (i) sale of the Property pursuant to the Statutory Power of Sale contained in this Security Instrument, (ii) entry of a judgment enforcing this Mortgage if: (a) Borrower cures all breaches of covenants or agreements of Borrower contained in the Note, the Loan Agreement, and this Security Instrument; (b) Borrower pays all reasonable expenses incurred by Lender in enforcing the covenants and agreements of Borrower contained in this Security Instrument and in enforcing Lender's remedies as provided in paragraph 12 hereof; including, but not limited to, reasonable attorneys' fees; and (c) Borrower takes such action as Lender may reasonably require to assure that the lien of this Security Instrument, Lender's interest in the Property and Borrower's obligations to pay the sums secured by this Security Instrument shall continue unimpaired. Upon such payment and cure by Borrower, the Note, the Loan Agreement, this Security Instrument and the obligations secured hereby shall remain in full force and effect as if no acceleration had occurred.

14. **Release:** Upon the expiration of the term of the Note or upon proper payment of all sums secured by this Security Instrument, Lender shall discharge this Security Instrument without any cost to Borrower. Borrower shall pay the recording fee to have the discharge recorded.


Borrower

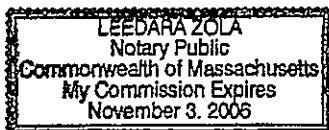
Co-Borrower

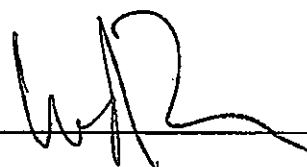
COMMONWEALTH OF MASSACHUSETTS

Nantucket County, ss.

October 5, 2005

Then personally appeared the above named Mary P. Lockley, proved to me through satisfactory evidence of identification, which was/were **personal knowledge** to be the person whose name(s) is/are signed on the preceding document and acknowledged that he/she/they executed the foregoing instrument voluntarily for its stated purpose.



Notary Public 

My Commission expires:



EXHIBIT A

That certain parcel of land together with all the buildings and improvements thereon situated in Nantucket Town and County, now known as 7 Meadow View Drive and bounded and described as follows:

SOUTHERLY by Meadow View Drive, ninety-three (93.00) feet;
WESTERLY by Lot 92 on plan hereinafter mentioned, two hundred twenty-five and 59/100 (225.59) feet;
NORTHERLY by land now or formerly of Frank F. Sylvia, eighty-eight (88.00) feet; and
EASTERLY by Lot 94 on said plan, two hundred nineteen and 58/100 (219.58) feet.

All of said boundaries are determined by the Court to be located as shown upon plan numbered 14830-W, drawn by Shugrue and Hart, Inc., Surveyors, dated January 28, 1976, and filed with Certificate of Title No. 7788 at the Registry District of Nantucket County. Said land is shown thereon as Lot 93.

For title, see Certificate of Title No. 19,387 at the Nantucket Registry District for the Land Court.

DOC No: 00113995

NANTUCKET COUNTY LAND COURT
REGISTRY DISTRICT

** RECEIVED FOR REGISTRATION **

On: Oct 31, 2005 at 09:37A

Document Fee: 175.00 Rec Total: \$525.00

CERTIFICATE No: 19387

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In association with William Francis Galvin, Secretary of the Commonwealth
Nantucket County - Joanne L. Kelley, Register

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Result For:

Result Matches:[1 - 6 of 6]

Name: Lockley

Dates: 01/01/1958 To 10/04/2005

Role: Any

Town: NANTUCKET

Document Type: Any

	Name	File Date	Book/Page	Type Desc.	Town	# Pgs.	Number	Owner
▶	LOCKLEY MARY	08/15/2005	/null	DISCHARGE	NANTUCKET	2	112964	-
▶	LOCKLEY MARY	07/18/2003	/0	DISCHARGE	NANTUCKET	1	102998	
▶	LOCKLEY MARY	06/30/2003	/0	MORTGAGE	NANTUCKET	22	102723	-
▶	LOCKLEY MARY	03/31/2000	/0	MORTGAGE	NANTUCKET	8	88809	
▶	LOCKLEY MARY	05/12/1998	/0	RELEASE	NANTUCKET	10	80149	
▶	LOCKLEY MARY	11/23/1988	/0	AGREEMENT	NANTUCKET	13	45714	

- Doc # 102723.
- mst # 88809 - op
- WAMV (Discharged)
- CPHM ON / PBCh

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Result For:		Result Matches: [1 - 20 of 25][Next]	
Name: Lockley	Dates: 01/01/1958 To 10/04/2005		
Role: Any	Town: NANTUCKET	Document Type: Any	

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▶	LOCKLEY MARY P	07/05/2005	/null	CERT OF MUN LIEN	NANTUCKET	2	112468	
▶	LOCKLEY MARY P	07/05/2005	/null	MORTGAGE	NANTUCKET	13	112469	
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▶	LOCKLEY MARY P	06/30/2003	/0	MORTGAGE	NANTUCKET	22	102723	
▶	LOCKLEY MARY P	05/02/2000	/0	CLERKS CERT	NANTUCKET	2	89138	
▶	LOCKLEY MARY P	04/26/2000	/0	CLERKS CERT	NANTUCKET	2	89091	
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▶	LOCKLEY MARY P	04/26/2000	/0	RELEASE	NANTUCKET	2	89093	
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▶	LOCKLEY MARY P	02/10/1999	/0	EXECUTN	NANTUCKET	3	83868	
▶	LOCKLEY MARY P	11/17/1997	/0	DECL OF HOMESTEAD	NANTUCKET	2	77871	
▶	LOCKLEY MARY P	11/03/1997	/0	EXECUTN	NANTUCKET	3	77705	
▶	LOCKLEY MARY P	10/28/1997	/0	ATTACHMT	NANTUCKET	3	77587	
▶	LOCKLEY MARY P	09/05/1997	/0	ATTACHMT	NANTUCKET	3	77096	
▶	LOCKLEY MARY P	11/02/1988	/0	MORTGAGE	NANTUCKET	5	45503	
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▶	LOCKLEY MARY P	03/13/1987	/0	DISCHARGE	NANTUCKET	2	39277	

[1] [2]

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Town of Nantucket and Nantucket Housing Office
Housing Rehabilitation Loan Program - Mortgage Modification Agreement

NAME OF BORROWER: Mary P. Lockley
PROPERTY: 7 Meadow View Drive, Nantucket, Massachusetts
DATE OF MORTGAGE: October 5, 2005

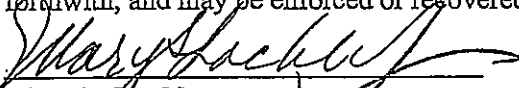
Agreement, made this 30 day of December, 2005, by and between NHA Properties, Inc, d/b/a the Nantucket Housing Office ("Lender") and Mary P. Lockley ("Borrower"):

Whereas the Lender is the holder of a certain mortgage given by Mary P. Lockley, filed as Document No. 00113995 with Certificate of Title No. 19,387 at the Nantucket Registry for the Land Court, and the Borrower is the owner of the equity of redemption in the real estate described in said mortgage; now therefore

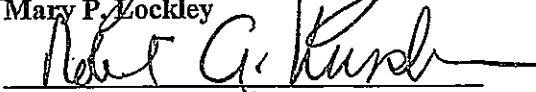
The parties hereto, for themselves, their successors, executors, administrators and assigns, mutually covenant and agree as hereinafter set forth below:

1. The principal balance payable under the Note is hereby increased by the amount of **ONE THOUSAND Dollars (\$1,000.00)**, bringing the total principal amount payable to **SIXTEEN THOUSAND Dollars (\$16,000.00)**.

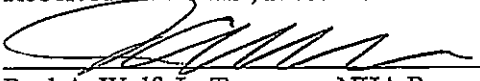
Except as changed by this agreement, all terms, provisions, and conditions of said mortgage and of the note secured thereby shall remain in full force and effect; and the failure of the Borrower to comply with any provision of this agreement or of said mortgage or note as changed hereby, shall constitute a breach of condition for which the unpaid balance of the mortgage debt shall, at the option of the Lender or its assigns, become due and payable forthwith, and may be enforced or recovered together with interest and other lawful charges.


Mary P. Lockley

12/31/05
Date


Robert A. Nussbaum, President and Executive Director, NHA Properties, Inc

12/30/05
Date


Paul A. Wolf, Jr, Treasurer, NHA Properties, Inc

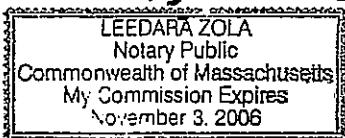
12/30/05
Date

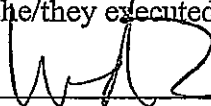
COMMONWEALTH OF MASSACHUSETTS

Nantucket County, ss.

Dec 31, 2005

Then personally appeared the above named Mary P. Lockley, proved to me through satisfactory evidence of identification, which was/were **personal knowledge** to be the person whose name(s) is/are signed on the preceding document and acknowledged that he/she/they executed the foregoing instrument voluntarily for its stated purpose.



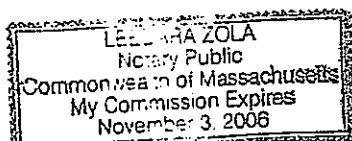
Notary Public 
My Commission expires: Nov 3 2006

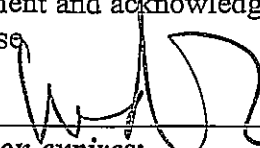
COMMONWEALTH OF MASSACHUSETTS

Nantucket County, ss.

Dec 30, 2005

Then personally appeared the above named Robert A. Nussbaum and Paul A. Wolf, Jr., proved to me through satisfactory evidence of identification, which was/were **personal knowledge** to be the person whose name(s) is/are signed on the preceding document and acknowledged that he/she/they executed the foregoing instrument voluntarily for its stated purpose.



Notary Public 
My Commission expires: Nov 3 2006

Nantucket Housing Office
Housing Rehabilitation Loan Program

Promissory Note

Date: **December 31, 2005**

For Value Received, **Mary P. Lockley** of **7 Meadow View Drive**, Nantucket County Massachusetts, **02554**, ("Maker") does hereby promise to pay to the order of the NHA Properties, Inc. d/b/a/ Nantucket Housing Office, a non-profit corporation organized under the laws of the Commonwealth of Massachusetts, ("Holder") or its designee, with a mailing address is PO Box 3149, Nantucket, Massachusetts, 02584 the principal sum of **SIXTEEN THOUSAND Dollars and NO Cents (\$16,000.00)**, without interest thereon, except as set forth herein.

The indebtedness evidenced by this Note is secured by a Mortgage of even date on property located and known as **7 Meadow View Drive, Nantucket County, Massachusetts**, and reference is made to the Mortgage for rights as to acceleration of the indebtedness evidenced by this Note.

All outstanding principal shall be due and payable upon the sale of the premise, if said sale takes place previous to (15 years to date of closing) **October 5, 2020** (Maturity Date). Provided that Maker is not in default under this Note or the Mortgage, such default described below, the full amount of the outstanding principal shall be forgiven following the Maturity Date.

If the sale of said premises takes place prior to the Maturity Date, the outstanding principal shall be forgiven proportionate to the years remaining until the Maturity Date at a rate of 1/15th per annum.

It shall be a default under this Note if (I) Maker sells or transfers the Property within fifteen (15) years of the signing of this Note; (II) Maker sells, transfers or otherwise encumbers the Property previous to the Maturity Date, without prior written approval of the Holder as specified below; (III) Maker defaults on any of its obligations under this Note or Mortgage; or (IV) Maker fails to rent to low and moderate income persons as defined under applicable rules and regulations of the United States Department of Housing and Urban Development ("HUD").

In the event of such a default under the Note or Mortgage, interest at the rate of the Prime Rate (as published in the Wall Street Journal) **plus two percent (2%)** per annum shall thereafter accrue on the outstanding principal balance, at the option of the Holder, all

outstanding principal and any accrued, unpaid interest shall then become immediately due and payable, without notice or demand by Maker.

The rights and remedies of the Holder as provided in this Note and Mortgage shall be cumulative and concurrent, and may be pursued singly, successively, or together, against the Maker, the Property described in the Mortgage, and Guarantor hereof and any other funds, property, or security held by the Maker. The failure to exercise any such right or remedy shall in no event be construed as a waiver or release by Holder of said rights or remedies or the right to exercise them at a later time.

The Maker, endorsers, guarantors, sureties, accommodations parties hereof and all other persons liable or to become liable for all or any part of this indebtedness, jointly and severally, waive diligence, presentment, protest and demand, and also notice of protest and demand, of non-payment, of dishonor and of maturity and also recourse to suretyship defenses generally; and they also jointly and severally hereby consent to any and all renewals, extensions, or modifications of the terms hereof or the release or the substitution of any security for the indebtedness evidenced hereby and any other indulgences shall not affect the liability of any of the said parties for the indebtedness evidenced by this Note. Such renewals, extensions, or modifications may not be made without the prior written consent of the first mortgage lender.

The Maker, endorsers, guarantors, sureties, accommodations parties hereof and all other persons liable or to become liable for all or any part of this indebtedness, agree, jointly or severally, to pay all costs of collection, including reasonable attorney's fees and all costs of the suit, in case the unpaid principal sum of this Note, or any payment of interest or principal and interest thereon is not paid when due, or in case it becomes necessary to protect the security for the indebtedness evidenced herein, or for the foreclosure by the holder of the Mortgage, or in the event the Holder is made a party to any litigation because of the Note, Mortgage or related loan documents, whether suit be brought or not, through courts of original jurisdiction, as well as courts of appellate jurisdiction, or through a Bankruptcy Court or any other legal proceedings.

This Note may not be amended, modified, or changed, nor shall any waiver of any provision hereof be effective except only by an instrument in writing and signed by the party against whom enforcement of any waiver, amendment, change, modification or discharge is sought. Whenever used herein, "Maker" and "Holder" shall be deemed to include their respective heirs, personal representatives, successors and assigns.

All notices to be given to the parties under this Note shall be given in writing at the addresses given above.

This Note shall be construed according to and governed by the laws of the Commonwealth of Massachusetts.

IN WITNESS WHEREOF, Maker has executed this Note as a sealed instrument as of the date set forth below.

Mary Lockley
Borrower

31 Dec. '05
Date

Co-Borrower

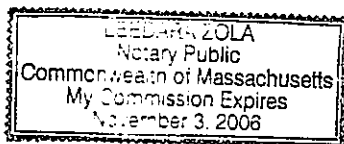
Date

COMMONWEALTH OF MASSACHUSETTS

Nantucket County, ss.

December 31, 2005

Then personally appeared the above named **Mary P. Lockley**, proved to me through satisfactory evidence of identification, which was/were **personal knowledge** to be the person whose name(s) is/are signed on the preceding document and acknowledged that he/she/they executed the foregoing instrument voluntarily for its stated purpose.



Notary Public [Signature]

My Commission expires: Nov 3 06

Nantucket Housing Office
Housing Rehabilitation Loan Program

Promissory Note

Date: **October 5, 2005**

For Value Received, **Mary P. Lockley of 7 Meadow View Drive**, Nantucket County Massachusetts, **02554**, ("Maker") does hereby promise to pay to the order of the NHA Properties, Inc. d/b/a/ Nantucket Housing Office, a non-profit corporation organized under the laws of the Commonwealth of Massachusetts, ("Holder") or its designee, with a mailing address is PO Box 3149, Nantucket, Massachusetts, 02584 the principal sum of **FIFTEEN THOUSAND Dollars and NO Cents (\$15,000.00)**, without interest thereon, except as set forth herein.

The indebtedness evidenced by this Note is secured by a Mortgage of even date on property located and known as **7 Meadow View Drive, Nantucket County, Massachusetts**, and reference is made to the Mortgage for rights as to acceleration of the indebtedness evidenced by this Note.

All outstanding principal shall be due and payable upon the sale of the premise, if said sale takes place previous to (15 years to date of closing) **October 5, 2020** (Maturity Date). Provided that Maker is not in default under this Note or the Mortgage, such default described below, the full amount of the outstanding principal shall be forgiven following the Maturity Date.

If the sale of said premises takes place prior to the Maturity Date, the outstanding principal shall be forgiven proportionate to the years remaining until the Maturity Date at a rate of 1/15th per annum.

It shall be a default under this Note if (I) Maker sells or transfers the Property within fifteen (15) years of the signing of this Note; (II) Maker sells, transfers or otherwise encumbers the Property previous to the Maturity Date, without prior written approval of the Holder as specified below; (III) Maker defaults on any of its obligations under this Note or Mortgage; or (IV) Maker fails to rent to low and moderate income persons as defined under applicable rules and regulations of the United States Department of Housing and Urban Development ("HUD").

In the event of such a default under the Note or Mortgage, interest at the rate of the Prime Rate (as published in the Wall Street Journal) *plus two percent (2%)* per annum shall thereafter accrue on the outstanding principal balance, at the option of the Holder, all

outstanding principal and any accrued, unpaid interest shall then become immediately due and payable, without notice or demand by Maker.

The rights and remedies of the Holder as provided in this Note and Mortgage shall be cumulative and concurrent, and may be pursued singly, successively, or together, against the Maker, the Property described in the Mortgage, and Guarantor hereof and any other funds, property, or security held by the Maker. The failure to exercise any such right or remedy shall in no event be construed as a waiver or release by Holder of said rights or remedies or the right to exercise them at a later time.

The Maker, endorsers, guarantors, sureties, accommodations parties hereof and all other persons liable or to become liable for all or any part of this indebtedness, jointly and severally, waive diligence, presentment, protest and demand, and also notice of protest and demand, of non-payment, of dishonor and of maturity and also recourse to suretyship defenses generally; and they also jointly and severally hereby consent to any and all renewals, extensions, or modifications of the terms hereof or the release or the substitution of any security for the indebtedness evidenced hereby and any other indulgences shall not affect the liability of any of the said parties for the indebtedness evidenced by this Note. Such renewals, extensions, or modifications may not be made without the prior written consent of the first mortgage lender.

The Maker, endorsers, guarantors, sureties, accommodations parties hereof and all other persons liable or to become liable for all or any part of this indebtedness, agree, jointly or severally, to pay all costs of collection, including reasonable attorney's fees and all costs of the suit, in case the unpaid principal sum of this Note, or any payment of interest or principal and interest thereon is not paid when due, or in case it becomes necessary to protect the security for the indebtedness evidenced herein, or for the foreclosure by the holder of the Mortgage, or in the event the Holder is made a party to any litigation because of the Note, Mortgage or related loan documents, whether suit be brought or not, through courts of original jurisdiction, as well as courts of appellate jurisdiction, or through a Bankruptcy Court or any other legal proceedings.

This Note may not be amended, modified, or changed, nor shall any waiver of any provision hereof be effective except only by an instrument in writing and signed by the party against whom enforcement of any waiver, amendment, change, modification or discharge is sought. Whenever used herein, "Maker" and "Holder" shall be deemed to include their respective heirs, personal representatives, successors and assigns.

All notices to be given to the parties under this Note shall be given in writing at the addresses given above.

This Note shall be construed according to and governed by the laws of the Commonwealth of Massachusetts.

IN WITNESS WHEREOF, Maker has executed this Note as a sealed instrument as of the date set forth below.

Mary Lockley
Borrower

5 Oct '05
Date

Co-Borrower

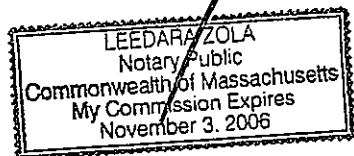
Date

COMMONWEALTH OF MASSACHUSETTS

Nantucket County, ss.

October 5, 2005

Then personally appeared the above named **Mary P. Lockley**, proved to me through satisfactory evidence of identification, which was/were **personal knowledge** to be the person whose name(s) is/are signed on the preceding document and acknowledged that he/she/they executed the foregoing instrument voluntarily for its stated purpose.



Notary Public [Signature]

My Commission expires:

**Nantucket Housing Office
Housing Rehabilitation Loan Program**

Deferred, Forgivable Loan Agreement

This Deferred Loan Agreement ("DL") is entered into this **31st day of December, 2005** by and between NHA Properties, Inc. d/b/a Nantucket Housing Office (NHO), a non-profit corporation duly organized under the laws of the Commonwealth of Massachusetts, with a mailing address of PO Box 3149, Nantucket 02584 ("Lender") and **Mary E. Lockley of 7 Meadow View Drive, Nantucket County Massachusetts, 02554** ("Borrower").

I. RECITALS

A. Borrower has made application to Lender through its Housing Rehabilitation Loan Program for financial assistance in the form of a Deferred, Forgivable Loan in order to rehabilitate Borrower's property, located at **7 Meadow View Drive**, Nantucket County, Massachusetts, a deed to which showing Borrower's Ownership has been filed as **Certificate of Title No. 19387** at the Nantucket Registry for the Land Court ("Property").

B. Lender has agreed to provide a Deferred, Forgivable Loan to Borrower contingent upon the Lender being able to recapture from Borrower the whole of the loan if the ownership of the Property being rehabilitated is transferred in whole or in part, by Borrower, or if Borrower fails to rent the Property to low or moderate income persons (if applicable), within Fifteen (15) years from the date of this Agreement, or if Borrower is in default under any other terms or provisions of the Promissory Note, Mortgage or any other Loan Documents. This contingency is intended to prevent speculation of the Property by Borrower, and, if applicable, to provide Borrower with the financial incentive to rent the Property to low or moderate income persons for this Fifteen (15) year period, or for a low income owner to maintain their residence or ownership for Fifteen (15) years.

II. DEFINITIONS

Change Order

Any request for changes in the work necessary for the protection of health, life, or property. Such Change Orders must be approved by Lender and NHO prior to starting work. Change Orders must be submitted by Borrower to the Director of Housing Programs in written form.

Completion Date

The date which is established as such in the General Contractor and Owner Agreement by which time all work under the Work Write-Up must be completed.

<u>DHCD</u>	Department of Housing and Community Development, a state agency established under the laws of the Commonwealth of Massachusetts.
<u>Senior Mortgage</u>	The written document which provides security to for the performance under the First Mortgage Note.
<u>Senior Mortgage Note</u>	The promissory note of the Borrower dated June 29, 2005 in the original principal amount of \$230,000.00 payable to the order of Nantucket Bank .
<u>HUD</u>	The United States Department of Housing and Urban Development.
<u>Deferred, Forgivable Loan</u>	The loan of SIXTEEN THOUSAND Dollars and NO Cents (\$16,000.00) to Borrower by Lender pursuant to this Agreement to be used by Borrower for costs of the Project as set forth in the Schedule of Payments.
<u>Loan Documents</u>	All other documents referred to and incorporated within.
<u>Mortgage</u>	The written document made by Borrower which provides security to Lender for the performance under the Promissory Note executed by Borrower as of the date hereof and recorded with the Nantucket County Registry of Deeds.
<u>Deferred, Forgivable Loan Promissory Note</u>	The promissory note from Borrower in the amount of SIXTEEN THOUSAND Dollars and NO Cents (\$16,000.00) payable to the order of Lender.
<u>Permitted Encumbrances</u>	The Senior Mortgage and any other encumbrances approved by Lender.
<u>Project</u>	The rehabilitation of the dwelling located at the Property as specified in the Work Write-Up.
<u>Work Write-Up</u>	The document describing in detail the specification and items included in the Project.
<u>Property Owner Projects</u>	Projects in which the Borrower owns and resides at the Property.

<u>Investor/Owner Projects</u>	Projects which take place on the Property owned by, but not resided on, by the Owner.
<u>Regulations</u>	The applicable regulations promulgated by HUD and DHCD.
<u>NHA Properties Inc. d/b/a Nantucket Housing Office</u>	The 501 (C) (3) non-profit corporation duly organized under the laws of the Commonwealth of Massachusetts which as the designated sub-grantee has received a grant for this fiscal year through The Town of Nantucket FY Q4 Small Cities grant application to D.H.C.D.

III. AGREEMENT Lender and Borrower, for good and valuable consideration, and in consideration of the covenants and agreements contained herein, hereby make this Agreement regarding rehabilitation financing, and Lender agrees to make the Deferred, Forgivable Loan to Borrower upon and subject to all conditions, terms, covenants and agreements herein set forth.

A. The Lender agrees to provide a Deferred, Forgivable Loan to Borrower in the amount of **SIXTEEN THOUSAND Dollars and NO Cents (\$16,000.00)** to assist in the rehabilitation of the Property.

B. Conditions Precedent Borrower acknowledges he/she has complied with and observed the following conditions precedent:

1. Borrower has completed an application, such application having been reviewed by NHO Director of Housing Programs and considered for eligibility according to grant guidelines established by DHCD.

2. Borrower has submitted the following documents to Director of Housing Programs:

- a. Deed indicating Borrower's ownership of the Property;
- b. Income documentation, including, but not limited to, copies of income tax returns;
- c. Insurance binder indicating proof of homeowner's insurance on the Property; and
- d. Proof of payment of most recent property tax bill.

Such application having been reviewed by Lender and Borrower having been found eligible for participation in the Housing Rehabilitation Loan Program.

3. Borrower has met with NHO Housing Rehabilitation Loan Program staff, has participated in a site visit at the Property, and NHO staff/Consultants has assessed the rehabilitation needs of the Property.

4. A Work Write-Up has been developed, establishing the construction specifications necessary for the rehabilitation of the Property, said Work Write-Up having been reviewed by Borrower, with Borrower approving said Work Write-Up.

5. Borrower has obtained and submitted to the Director of Housing Programs **three (3)** bids for the specifications included in the Work Write-Up from General Contractors, said General Contractors possessing the following criteria:

- a. having a Massachusetts Builder's License;
- b. owning and maintaining a liability insurance policy; and
- c. Owning and maintaining a worker's compensation policy for the benefit of its employees.

6. Borrower has reviewed the aforesaid bids and the bid from **Kenneth C. Coffin, Inc.** has been determined to be the lowest reasonable bid. Therefore, **Kenneth C. Coffin, Inc.,** was selected as the "General Contractor" for this project.

7. Borrower has provided Director of Housing Programs with satisfactory documentation that Borrower has adequate funds to contribute towards the change orders for rehabilitation, including, but not limited to, copies of all bank account statements and income tax returns.

8. Borrower has obtained the necessary approvals and permits from local authorities having jurisdiction over the project.

9. General Contractor is responsible for securing a Building Permit issued by the Building Department in the town in which the project is taking place in accordance with the Work Write-Up, inclusive of any plans or drawings.

10. Borrower, General Contractor, and Lender have met at the offices of Lender and have executed the General Contractor Agreement, including Schedule of Payments and Notice to Proceed. General Contractor has provided Lender with Certificates of Insurance for its Liability and Worker's Compensation Insurance policies, as well as a copy of its current Construction Supervisor's License.

C. Loan Closing The Loan Closing shall take place at the offices of Lender. Concurrently with the signing of the DL, Borrower and Lender, when required, shall sign the following documents ("Loan Documents") which are hereby incorporated as a part of this DL:

1. Promissory Note;
2. Mortgage;
3. Disclosure Statement; and
4. Rental Agreement (If applicable)

Borrower or the Program shall provide funds to Lender for the recording costs of the Mortgage at the Nantucket County Registry of Deeds.

D. Disbursements of Loan Proceeds. Deferred, forgivable Loan proceeds will be disbursed in accordance with the Schedule of Payments under the following conditions and procedures:

1. Any moneys required to be contributed to the rehabilitation project by Borrower must be paid to General Contractor prior to any loan proceeds being disbursed.

2. Progress Payments shall be disbursed only for work items and costs included in the Work Write-Up.

3. No up-front payments will be disbursed to contractors prior to construction start. This is a Federally mandated regulation.

4. General Contractor shall notify Borrower seven (7) business days in advance of the need for a Progress Payment Inspection. The request, based on the Schedule of Payments, shall be made on a Progress Payment Request form supplied by Lender, accompanied by an invoice on the General Contractor's company letterhead that includes the completed items of work and the amount desired. The Progress Payment Request shall also include the Release of Liens as required by the contractor and all subcontractors involved with the Property.

5. A representative of Lender, either a Consultant or the Director of Housing Programs, will inspect the Property to verify that all work items described in the Progress Payment Request have been completed according to the Work Write-Up specifications and, if appropriate, all approved plans.

6. Lender will approve or disapprove of the requested Progress Payment and notify General Contractor or Borrower if further supporting documentation is required. Upon approval, the Progress Payment, less a 10% retainage fee, will be forwarded in the form of a check within a Fourteen (14) day period, made payable to Borrower or to General Contractor, whichever is deemed appropriate at the time of the Owner and General Contractor closing. The 10% retainage fee will be withheld until the final payment is made.

7. Seven (7) business days before the completion of all the work, General Contractor will inform Borrower and Lender of the need for Final Payment and Inspection. The final inspection will include verification that i) all code violations have been addressed and the Property is in compliance with State and Local Sanitary and Building Codes, ii) all work has been completed in accordance with the Work Write-Up and any approved plans or drawings, and iii) all necessary approvals from local officials, such as applicable building, zoning, and sanitation ordinances, regulations, and laws are in place. General Contractor will submit a Delivery and Acceptance of Housing Rehabilitation Work/Release of Final Payment form, as well as a final invoice, Release of Liens, a completed Building Permit (including all necessary departmental signatures) and

all necessary supporting documentation to Lender. Upon final inspection of Property by Lender, Lender will approve or disapprove of the Final Progress Payment and notify General Contractor or Borrower if further supporting documentation or work is required. Upon approval, the Final Progress Payment will be forwarded in the form of a check within a Fourteen (14) day period, made payable to Borrower or General Contractor, whichever is deemed appropriate at the time of Owner and General Contractor closing, including all retainage fees.

8. As a condition of any Progress Payment, Borrower must submit to Lender satisfactory evidence that the unadvanced portion of the Deferred, Forgivable Loan proceeds is sufficient to pay all costs for the completion of the Project in according to the Work Write-Up, bids, approved plans, and drawings.

9. No work other than that specified on the Work Write-Up shall be performed unless and until a Change Order has been approved by Lender.

10. All work must be finished by the completion date as stated in the General Contractor and Owner Agreement Exhibit A - Notice to Proceed.

11. All Progress Payments made during the course of the Project shall be deemed consolidated in the Promissory Note, and all prior notes for the Progress Payments, if any, shall at the time of Final Payment be deemed forgiven.

IV. REPRESENTATIONS AND WARRANTIES OF BORROWER Borrower represents and warrants as of the making of this Loan Agreement and at the time of each advance that:

A. Financial information furnished to Lender by Borrower is accurate and complete and fairly presents the financial position of Borrower as of each respective date;

B. Borrower has good and clear record and marketable title to the Property subject only to the Senior Mortgage; and

C. Borrower and General Contractor have obtained or will cause to be obtained all necessary governmental permits for the Project, and the dwelling on the Property after the completion of the Project will comply with all applicable building, zoning and sanitation ordinances, regulations and laws, with the housing quality standards set forth in the regulations of HUD at 24 CFR 882.109, or any successor regulations.

Each of the foregoing representations and warranties shall survive the making of the Loan and any advance of funds pursuant thereto, and Borrower shall indemnify and hold harmless Lender from and against loss, expense, or liability directly or indirectly resulting from the breach thereof, including, without limitation, costs of defending or settling any claim arising therefrom.

V. BORROWER'S COVENANTS During the term of the Loan, Borrower agrees that she shall comply with all the terms and conditions of the Loan Documents and the Regulations and that she shall:

a. Cause the Project to be completed in a timely manner prior to the Completion Date in accordance with the Work Write-Up and the approved plans and specifications and the Schedule of Payments and in compliance with all the applicable laws, regulations, codes, and ordinances, and with HUD's lead paint poisoning prevention regulations. Borrower shall notify Lender promptly after the Project is completed;

b. Keep complete records relating to the Project, which records will be open to inspection by Lender, its agents and representatives at all reasonable times at the Property;

c. Borrower, realizing that Lender may from time to time be required by the Regulations to undertake an audit, agrees to cooperate fully with an audit survey of the Project if so requested by Lender;

d. Perform all its obligations and agreements under the Senior Mortgage Note and the Senior Mortgage;

e. Use Loan proceeds solely for costs included in the Work Write-Up and ensure that the proceeds of the Loan will not be re-loaned or assigned to any party and will not be used for any purpose prohibited by the Loan Documents or the Regulations;

f. Ensure that each tenant in occupied rental units has supplied the proper income documentation to the Lender and each tenant has been determined income eligible; and

g. In the case of vacant units, provide the Lender with income verification documentation for each new tenant prior to renting the available unit.

VI. EVENTS OF DEFAULT Borrower shall be in default under this agreement upon the occurrence of any one or more of the following events:

a. Borrower assigns this agreement or any money advanced hereunder or any interest herein or permits the Property to be sold, conveyed, or otherwise transferred, without in each case the prior written consent of Lender;

b. Any representation or warranty made herein or in any report, certificate, financial statement or other instrument furnished in connection with this Agreement or the Loan shall prove to be false in any material respect;

c. Borrower defaults in the due observance or performance of any covenant, condition or agreement to be observed or performed by Borrower pursuant to the terms of the Loan Documents;

d. Default on the part of the Borrower under the Senior Mortgage Note, or any documents or instruments now or hereafter existing entered into by Borrower, securing the Senior Mortgage Note; or

e. Borrower fails to notify Lender of a vacant rental unit, which must be occupied by a year-round, income eligible resident verified by the Lender.

VII. RIGHTS ON DEFAULT Upon the occurrence of any one or more of the events of default enumerated in the foregoing Section V, and at any time thereafter, the Lender shall have no further obligation to make advances hereunder and all the remedies available to Lender under any of the Loan Documents or at law or in equity may be exercised by Lender, including, but not limited to the commencement of the foreclosure proceedings under the Mortgage, the right to cure Borrower's defaults as more fully set forth in the Mortgage or the commencement of an action seeking specific performance under any Loan Document, whether or not Lender has initiated any foreclosure proceedings or any other action for the enforcement of its rights under any of the Loan Documents. Failure of Lender to exercise any rights at any time shall not constitute a waiver of any of the rights or remedies of Lender.

VIII. MISCELLANEOUS

1. Any notice, request, instruction, or other document to be given hereunder to either party by the other shall be in writing and delivered personally or sent by a certified or registered mail, postage prepaid, to the addresses set forth in this DL. Either party may change the address to which the notices are sent to such party by giving written notice of such change of address to the other party herein provided for giving notice. Any such notice, request, or instruction or other document shall be conclusively deemed to have been received and be effective on the day on which personally delivered, or, if sent by certified or registered mail, on the day on which mailed.

2. The Loan Documents shall be construed in accordance with and governed by the laws of the Commonwealth of Massachusetts.

3. No modification or waiver of any provision of the Loan Documents, nor consent to any departure by Borrower therefrom shall in any event be effective unless the same shall be in writing, and then such waiver or consent shall be effective only in the specific instance and for the purpose for which given. No failure or delay on the part of Lender in exercising any right, power or privilege hereunder or under the Note or the Loan Documents shall operate as a waiver thereof, nor shall a single or partial exercise thereof preclude any other or further exercise thereof or the exercise of any right, power or privilege.

4. This DL and all covenants, agreements, representations and warranties made herein shall survive the making by Lender of the Loan and the execution and delivery to

Lender of the Loan Documents, and shall continue in full force and effect so long as the Note is outstanding and unpaid. This DL shall inure to the benefit of and be binding on the successors and assigns of Lender and the permitted successors and assigns of Borrower.

5. All Exhibits referred to in this Agreement are by such references fully incorporated herein.

6. Borrower acknowledges that Lender has received a grant from Nantucket Housing Office (NHO) for the Housing Rehabilitation Loan Program. In order for the loan proceeds to be disbursed, Borrower must follow all terms and conditions outlined in the Loan Documents. If all terms and Conditions are not followed, Lender will not disburse any, or the remainder, of the loan proceeds, and all moneys granted to Lender for this particular project will be returned to DHCD. Additionally, Lender must condition the disbursement of loan proceeds on the receipt of funding from DHCD and the approval of DHCD.

By: Mary Locky
Borrower

Date 31 Dec '05

Co-Borrower

Date _____

NHA Properties Inc., d/b/a Nantucket Housing Office, duly appointed Representative

In the presence of:

Witness: _____

**Nantucket Housing Office
Housing Rehabilitation Loan Program**

Deferred, Forgivable Loan Agreement

This Deferred Loan Agreement ("DL") is entered into this **5th day of October, 2005** by and between NHA Properties, Inc. d/b/a Nantucket Housing Office (NHO), a non-profit corporation duly organized under the laws of the Commonwealth of Massachusetts, with a mailing address of PO Box 3149, Nantucket 02584 ("Lender") and **Mary P. Lockley of 7 Meadow View Drive, Nantucket County Massachusetts, 02554** ("Borrower").

I. RECITALS

A. Borrower has made application to Lender through its Housing Rehabilitation Loan Program for financial assistance in the form of a Deferred, Forgivable Loan in order to rehabilitate Borrower's property, located at **7 Meadow View Drive**, Nantucket County, Massachusetts, a deed to which showing Borrower's Ownership has been filed as **Certificate of Title No. 19387** at the Nantucket Registry for the Land Court ("Property").

B. Lender has agreed to provide a Deferred, Forgivable Loan to Borrower contingent upon the Lender being able to recapture from Borrower the whole of the loan if the ownership of the Property being rehabilitated is transferred in whole or in part, by Borrower, or if Borrower fails to rent the Property to low or moderate income persons (if applicable), within Fifteen (15) years from the date of this Agreement, or if Borrower is in default under any other terms or provisions of the Promissory Note, Mortgage or any other Loan Documents. This contingency is intended to prevent speculation of the Property by Borrower, and, if applicable, to provide Borrower with the financial incentive to rent the Property to low or moderate income persons for this Fifteen (15) year period, or for a low income owner to maintain their residence or ownership for Fifteen (15) years.

II. DEFINITIONS

Change Order

Any request for changes in the work necessary for the protection of health, life, or property. Such Change Orders must be approved by Lender and NHO prior to starting work. Change Orders must be submitted by Borrower to the Director of Housing Programs in written form.

Completion Date

The date which is established as such in the General Contractor and Owner Agreement by which time all work under the Work Write-Up must be completed.

<u>DHCD</u>	Department of Housing and Community Development, a state agency established under the laws of the Commonwealth of Massachusetts.
<u>Senior Mortgage</u>	The written document which provides security to for the performance under the First Mortgage Note.
<u>Senior Mortgage Note</u>	The promissory note of the Borrower dated June 29, 2005 in the original principal amount of \$230,000.00 payable to the order of Nantucket Bank .
<u>HUD</u>	The United States Department of Housing and Urban Development.
<u>Deferred, Forgivable Loan</u>	The loan of FIFTEEN THOUSAND Dollars and NO Cents (\$15,000.00) to Borrower by Lender pursuant to this Agreement to be used by Borrower for costs of the Project as set forth in the Schedule of Payments.
<u>Loan Documents</u>	All other documents referred to and incorporated within.
<u>Mortgage</u>	The written document made by Borrower which provides security to Lender for the performance under the Promissory Note executed by Borrower as of the date hereof and recorded with the Nantucket County Registry of Deeds.
<u>Deferred, Forgivable Loan Promissory Note</u>	The promissory note from Borrower in the amount of FIFTEEN THOUSAND Dollars and NO Cents (\$15,000.00) payable to the order of Lender.
<u>Permitted Encumbrances</u>	The Senior Mortgage and any other encumbrances approved by Lender.
<u>Project</u>	The rehabilitation of the dwelling located at the Property as specified in the Work Write-Up.
<u>Work Write-Up</u>	The document describing in detail the specification and items included in the Project.
<u>Property Owner Projects</u>	Projects in which the Borrower owns and resides at the Property.

Investor/Owner Projects

Projects which take place on the Property owned by, but not resided on, by the Owner.

Regulations

The applicable regulations promulgated by HUD and DHCD.

NHA Properties Inc. d/b/a
Nantucket Housing Office

The 501 (C) (3) non-profit corporation duly organized under the laws of the Commonwealth of Massachusetts which as the designated sub-grantee has received a grant for this fiscal year through The Town of Nantucket FY 04 Small Cities grant application to D.H.C.D.

III. AGREEMENT Lender and Borrower, for good and valuable consideration, and in consideration of the covenants and agreements contained herein, hereby make this Agreement regarding rehabilitation financing, and Lender agrees to make the Deferred, Forgivable Loan to Borrower upon and subject to all conditions, terms, covenants and agreements herein set forth.

A. The Lender agrees to provide a Deferred, Forgivable Loan to Borrower in the amount of **FIFTEEN THOUSAND Dollars and NO Cents (\$15,000.00)** to assist in the rehabilitation of the Property.

B. Conditions Precedent Borrower acknowledges he/she has complied with and observed the following conditions precedent:

1. Borrower has completed an application, such application having been reviewed by NHO Director of Housing Programs and considered for eligibility according to grant guidelines established by DHCD.

2. Borrower has submitted the following documents to Director of Housing Programs:

- a. Deed indicating Borrower's ownership of the Property;
- b. Income documentation, including, but not limited to, copies of income tax returns;
- c. Insurance binder indicating proof of homeowner's insurance on the Property; and
- d. Proof of payment of most recent property tax bill.

Such application having been reviewed by Lender and Borrower having been found eligible for participation in the Housing Rehabilitation Loan Program.

3. Borrower has met with NHO Housing Rehabilitation Loan Program staff, has participated in a site visit at the Property, and NHO staff/Consultants has assessed the rehabilitation needs of the Property.

4. A Work Write-Up has been developed, establishing the construction specifications necessary for the rehabilitation of the Property, said Work Write-Up having been reviewed by Borrower, with Borrower approving said Work Write-Up.

5. Borrower has obtained and submitted to the Director of Housing Programs **three (3)** bids for the specifications included in the Work Write-Up from General Contractors, said General Contractors possessing the following criteria:

- a. having a Massachusetts Builder's License;
- b. owning and maintaining a liability insurance policy; and
- c. Owning and maintaining a worker's compensation policy for the benefit of its employees.

6. Borrower has reviewed the aforesaid bids and the bid from **Kenneth C. Coffin, Inc.** has been determined to be the lowest reasonable bid. Therefore, **Kenneth C. Coffin, Inc.**, was selected as the "General Contractor" for this project.

7. Borrower has provided Director of Housing Programs with satisfactory documentation that Borrower has adequate funds to contribute towards the change orders for rehabilitation, including, but not limited to, copies of all bank account statements and income tax returns.

8. Borrower has obtained the necessary approvals and permits from local authorities having jurisdiction over the project.

9. General Contractor is responsible for securing a Building Permit issued by the Building Department in the town in which the project is taking place in accordance with the Work Write-Up, inclusive of any plans or drawings.

10. Borrower, General Contractor, and Lender have met at the offices of Lender and have executed the General Contractor Agreement, including Schedule of Payments and Notice to Proceed. General Contractor has provided Lender with Certificates of Insurance for its Liability and Worker's Compensation Insurance policies, as well as a copy of its current Construction Supervisor's License.

C. Loan Closing The Loan Closing shall take place at the offices of Lender. Concurrently with the signing of the DL, Borrower and Lender, when required, shall sign the following documents ("Loan Documents") which are hereby incorporated as a part of this DL:

1. Promissory Note;
2. Mortgage;
3. Disclosure Statement; and
4. Rental Agreement (If applicable)

Borrower or the Program shall provide funds to Lender for the recording costs of the Mortgage at the Nantucket County Registry of Deeds.

D. Disbursements of Loan Proceeds. Deferred, forgivable Loan proceeds will be disbursed in accordance with the Schedule of Payments under the following conditions and procedures:

1. Any moneys required to be contributed to the rehabilitation project by Borrower must be paid to General Contractor prior to any loan proceeds being disbursed.

2. Progress Payments shall be disbursed only for work items and costs included in the Work Write-Up.

3. No up-front payments will be disbursed to contractors prior to construction start. This is a Federally mandated regulation.

4. General Contractor shall notify Borrower seven (7) business days in advance of the need for a Progress Payment Inspection. The request, based on the Schedule of Payments, shall be made on a Progress Payment Request form supplied by Lender, accompanied by an invoice on the General Contractor's company letterhead that includes the completed items of work and the amount desired. The Progress Payment Request shall also include the Release of Liens as required by the contractor and all subcontractors involved with the Property.

5. A representative of Lender, either a Consultant or the Director of Housing Programs, will inspect the Property to verify that all work items described in the Progress Payment Request have been completed according to the Work Write-Up specifications and, if appropriate, all approved plans.

6. Lender will approve or disapprove of the requested Progress Payment and notify General Contractor or Borrower if further supporting documentation is required. Upon approval, the Progress Payment, less a 10% retainage fee, will be forwarded in the form of a check within a Fourteen (14) day period, made payable to Borrower or to General Contractor, whichever is deemed appropriate at the time of the Owner and General Contractor closing. The 10% retainage fee will be withheld until the final payment is made.

7. Seven (7) business days before the completion of all the work, General Contractor will inform Borrower and Lender of the need for Final Payment and Inspection. The final inspection will include verification that i) all code violations have been addressed and the Property is in compliance with State and Local Sanitary and Building Codes, ii) all work has been completed in accordance with the Work Write-Up and any approved plans or drawings, and iii) all necessary approvals from local officials, such as applicable building, zoning, and sanitation ordinances, regulations, and laws are in place. General Contractor will submit a Delivery and Acceptance of Housing Rehabilitation Work/Release of Final Payment form, as well as a final invoice, Release of Liens, a completed Building Permit (including all necessary departmental signatures) and

all necessary supporting documentation to Lender. Upon final inspection of Property by Lender, Lender will approve or disapprove of the Final Progress Payment and notify General Contractor or Borrower if further supporting documentation or work is required. Upon approval, the Final Progress Payment will be forwarded in the form of a check within a Fourteen (14) day period, made payable to Borrower or General Contractor, whichever is deemed appropriate at the time of Owner and General Contractor closing, including all retainage fees.

8. As a condition of any Progress Payment, Borrower must submit to Lender satisfactory evidence that the unadvanced portion of the Deferred, Forgivable Loan proceeds is sufficient to pay all costs for the completion of the Project in accordance with the Work Write-Up, bids, approved plans, and drawings.

9. No work other than that specified on the Work Write-Up shall be performed unless and until a Change Order has been approved by Lender.

10. All work must be finished by the completion date as stated in the General Contractor and Owner Agreement Exhibit A - Notice to Proceed.

11. All Progress Payments made during the course of the Project shall be deemed consolidated in the Promissory Note, and all prior notes for the Progress Payments, if any, shall at the time of Final Payment be deemed forgiven.

IV. REPRESENTATIONS AND WARRANTIES OF BORROWER Borrower represents and warrants as of the making of this Loan Agreement and at the time of each advance that:

A. Financial information furnished to Lender by Borrower is accurate and complete and fairly presents the financial position of Borrower as of each respective date;

B. Borrower has good and clear record and marketable title to the Property subject only to the Senior Mortgage; and

C. Borrower and General Contractor have obtained or will cause to be obtained all necessary governmental permits for the Project, and the dwelling on the Property after the completion of the Project will comply with all applicable building, zoning and sanitation ordinances, regulations and laws, with the housing quality standards set forth in the regulations of HUD at 24 CFR 882.109, or any successor regulations.

Each of the foregoing representations and warranties shall survive the making of the Loan and any advance of funds pursuant thereto, and Borrower shall indemnify and hold harmless Lender from and against loss, expense, or liability directly or indirectly resulting from the breach thereof, including, without limitation, costs of defending or settling any claim arising therefrom.

V. BORROWER'S COVENANTS During the term of the Loan, Borrower agrees that **she** shall comply with all the terms and conditions of the Loan Documents and the Regulations and that **she** shall:

a. Cause the Project to be completed in a timely manner prior to the Completion Date in accordance with the Work Write-Up and the approved plans and specifications and the Schedule of Payments and in compliance with all the applicable laws, regulations, codes, and ordinances, and with HUD's lead paint poisoning prevention regulations. Borrower shall notify Lender promptly after the Project is completed;

b. Keep complete records relating to the Project, which records will be open to inspection by Lender, its agents and representatives at all reasonable times at the Property;

c. Borrower, realizing that Lender may from time to time be required by the Regulations to undertake an audit, agrees to cooperate fully with an audit survey of the Project if so requested by Lender;

d. Perform all its obligations and agreements under the Senior Mortgage Note and the Senior Mortgage;

e. Use Loan proceeds solely for costs included in the Work Write-Up and ensure that the proceeds of the Loan will not be re-loaned or assigned to any party and will not be used for any purpose prohibited by the Loan Documents or the Regulations;

f. Ensure that each tenant in occupied rental units has supplied the proper income documentation to the Lender and each tenant has been determined income eligible; and

g. In the case of vacant units, provide the Lender with income verification documentation for each new tenant prior to renting the available unit.

VI. EVENTS OF DEFAULT Borrower shall be in default under this agreement upon the occurrence of any one or more of the following events:

a. Borrower assigns this agreement or any money advanced hereunder or any interest herein or permits the Property to be sold, conveyed, or otherwise transferred, without in each case the prior written consent of Lender;

b. Any representation or warranty made herein or in any report, certificate, financial statement or other instrument furnished in connection with this Agreement or the Loan shall prove to be false in any material respect;

c. Borrower defaults in the due observance or performance of any covenant, condition or agreement to be observed or performed by Borrower pursuant to the terms of the Loan Documents;

d. Default on the part of the Borrower under the Senior Mortgage Note, or any documents or instruments now or hereafter existing entered into by Borrower, securing the Senior Mortgage Note; or

e. Borrower fails to notify Lender of a vacant rental unit, which must be occupied by a year-round, income eligible resident verified by the Lender.

VII. RIGHTS ON DEFAULT Upon the occurrence of any one or more of the events of default enumerated in the foregoing Section V, and at any time thereafter, the Lender shall have no further obligation to make advances hereunder and all the remedies available to Lender under any of the Loan Documents or at law or in equity may be exercised by Lender, including, but not limited to the commencement of the foreclosure proceedings under the Mortgage, the right to cure Borrower's defaults as more fully set forth in the Mortgage or the commencement of an action seeking specific performance under any Loan Document, whether or not Lender has initiated any foreclosure proceedings or any other action for the enforcement of its rights under any of the Loan Documents. Failure of Lender to exercise any rights at any time shall not constitute a waiver of any of the rights or remedies of Lender.

VIII. MISCELLANEOUS

1. Any notice, request, instruction, or other document to be given hereunder to either party by the other shall be in writing and delivered personally or sent by a certified or registered mail, postage prepaid, to the addresses set forth in this DL. Either party may change the address to which the notices are sent to such party by giving written notice of such change of address to the other party herein provided for giving notice. Any such notice, request, or instruction or other document shall be conclusively deemed to have been received and be effective on the day on which personally delivered, or, if sent by certified or registered mail, on the day on which mailed.

2. The Loan Documents shall be construed in accordance with and governed by the laws of the Commonwealth of Massachusetts.

3. No modification or waiver of any provision of the Loan Documents, nor consent to any departure by Borrower therefrom shall in any event be effective unless the same shall be in writing, and then such waiver or consent shall be effective only in the specific instance and for the purpose for which given. No failure or delay on the part of Lender in exercising any right, power or privilege hereunder or under the Note or the Loan Documents shall operate as a waiver thereof, nor shall a single or partial exercise thereof preclude any other or further exercise thereof or the exercise of any right, power or privilege.

4. This DL and all covenants, agreements, representations and warranties made herein shall survive the making by Lender of the Loan and the execution and delivery to

Lender of the Loan Documents, and shall continue in full force and effect so long as the Note is outstanding and unpaid. This DL shall inure to the benefit of and be binding on the successors and assigns of Lender and the permitted successors and assigns of Borrower.

5. All Exhibits referred to in this Agreement are by such references fully incorporated herein.

6. Borrower acknowledges that Lender has received a grant from Nantucket Housing Office (NHO) for the Housing Rehabilitation Loan Program. In order for the loan proceeds to be disbursed, Borrower must follow all terms and conditions outlined in the Loan Documents. If all terms and Conditions are not followed, Lender will not disburse any, or the remainder, of the loan proceeds, and all moneys granted to Lender for this particular project will be returned to DHCD. Additionally, Lender must condition the disbursement of loan proceeds on the receipt of funding from DHCD and the approval of DHCD.

By: Mary Leckley Date 5 Oct. '05
Borrower

Co-Borrower Date _____

[Signature] Date Oct 5/05
NHA Properties Inc., d/b/a Nantucket Housing Office, duly appointed Representative

In the presence of:

Witness: [Signature]

The Nantucket Housing Office

Housing Rehabilitation Loan Program

Disclosure Statement

This Disclosure Statement describes the conditions and restrictions that apply to Borrowers who wish to participate in the Housing Rehabilitation Loan Program (the "Program"). Anyone intending to borrow money from the Program is required to acknowledge at the time of the loan that they have read this Disclosure Statement and understand the conditions and restrictions imposed on them under their loan documents, particularly as to the sale of the property.

I. Program Overview

The Housing Rehabilitation Program is designed to increase the supply of year-round affordable units as well as rehabilitate single-family properties for income eligible persons. By rehabilitating existing housing stock, property owners will be eligible for loans that are "Deferred, Forgivable Loans" (DFL).

Regulations of the Federal Department of Housing and Urban Development (HUD) state that in the case of rental units, restrictions shall endure for a period of Fifteen (15) years. All of the rehabilitated units must be rented exclusively to low and moderate-income tenants for a period of Fifteen (15) years. Tenant qualification will be based upon HUD low and moderate-income limits. Certification of tenants will take place prior to rental and every year thereafter. A cost-based rent will be negotiated at the time of the loan. These loans will allow rents below market value. No rent increases shall be allowed for Two (2) years, thereafter annual rent increases will not exceed Section 8 FMR standards.

II. Repayment

The Deferred, Forgivable Loan (DFL) is a no-interest loan which need only be repaid in the event that the Borrower fails to abide by the conditions and restrictions of the loan documents, i.e. the Deferred Forgivable Loan Agreement, Promissory Note, Mortgage, and this Disclosure Statement. Full Repayment of the DFL is only required if the Borrower fails to abide by the conditions and restrictions of the loan documents during the term of the DFL.

The DFL will be entirely forgiven after year Fifteen (15), so long as the borrower complies with the conditions and restrictions of the loan documents.

The DFL will be partially forgiven if the property is sold prior to the fifteen (15) year loan end date at a rate of 1/15th per full calendar year at the discretion of the NHO Housing Project manager.

III. Program Conditions and Restrictions

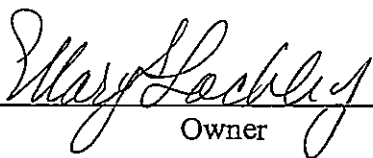
The Program requires that you sign the loan documents, and agree to be bound by the conditions and restrictions contained therein in order to receive a DFL. While the DFL carries no interest and the principal is forgiven after Fifteen (15) years of compliance with the conditions and restrictions of the loan documents, it is important to remember that failure to abide by the conditions and restrictions contained in the loan documents could result in the recapture by the Program of the full amount, plus interest, of the DFL if less than Fifteen (15) years have passed since the signing of the loan documents.

Conditions and restrictions to the loan are contained, in part, in sections 4, 5 and 6 of the Loan Agreement, and should be carefully and fully reviewed prior to signing the loan documents.

IV. Acknowledgments

A limited title search of your property has been conducted at the Nantucket County Registry of Deeds. This search will be updated immediately prior to the recording of your mortgage. If any prior mortgage, lien or bankruptcy not in existence at the time of the title search is found, the Nantucket Housing Office shall consider your participation in the Program invalid and shall have the right to void any and all documents signed in connection with the Program, upon written notification to you.

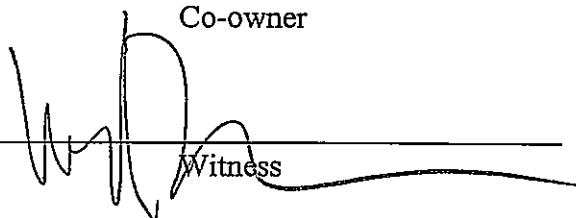
I have read this Disclosure Statement and I understand the benefits and restrictions of the Program, including that I may be required to repay all or a portion of the loan if I sell the property or rent to other than low and moderate-income persons. I further acknowledge that I have read the Promissory Note, Mortgage, Loan Agreement, and this Disclosure Statement and that I understand the obligations which I undertake by signing these documents.


Owner

5 Oct. '05
Date

Co-owner

Date


Witness

Oct 5, 05
Date

Nantucket Housing Office
Housing Rehabilitation Loan Program

Borrower Agreement
To Provide Further Information

I agree to furnish and assign any additional information and/or documentation after my mortgage loan closes if requested by the NHA Properties Inc, d/b/a Nantucket Housing Office.

In addition, I will re-sign original loan documents, including the mortgage, if they were prepared incorrectly by any of the parties involved in this loan transaction, or if they were recorded incorrectly at the Nantucket County Registry of Deeds.

5 Oct '05
Dated

Mary Lockley
Borrower

Dated

Co-Borrower

Nantucket Housing Office

HOUSING REHABILITATION LOAN PROGRAM

Release for Publicity

I/We authorize NHA Properties, Inc. d/b/a Nantucket Housing Office to use my/our name(s) and/or pictures and/or likenesses of myself/ourselves and my/our property for promotion of this and similar affordable housing programs.

Signed Mary Lockley
Borrower

Date 5 Oct. '05

Printed Name Mary P. Lockley

Signed _____
Co-Borrower

Date _____

Printed Name _____

DISCHARGE OF MORTGAGE

TOWN OF NANTUCKET, a Massachusetts municipal corporation, acting by and through its Select Board, being the holder of a certain Mortgage on property located at 7 Meadow View Drive, Nantucket, Massachusetts, to NHA PROPERTIES, INC., d/b/a Nantucket Housing Office (NHO) by MARY P. LOCKLEY, dated October 5, 2005 filed with Nantucket Registry District of the Land Court as Document No.113995 noted on Certificate of Title No. 19387, which Mortgage was modified by Mortgage Modification Agreement dated December 30, 2005, filed with said Registry District of the Land Court as Document No. 115191, which Mortgage was assigned to the Town of Nantucket by Assignment of Mortgage dated February 25, 2010 filed with said Registry District of the Land Court as Document No. 129876, hereby acknowledges satisfaction of the note and obligations secured thereby and hereby discharges the Mortgage.

Executed under seal this ____ day of January, 2021.

TOWN OF NANTUCKET
By Its Select Board

Dawn E. Hill Holdgate

Jason Bridges

Matthew G. Fee

Kristie L. Ferrantella

Melissa K. Murphy

COMMONWEALTH OF MASSACHUSETTS

Nantucket, ss.

On this ____ day of January, 2021, before me, the undersigned notary public, personally appeared Dawn E. Hill Holdgate, Jason Bridges, Matthew G. Fee, Kristie L. Ferrantella and Melissa K. Murphy, Members of the Select Board of the Town of Nantucket, proved to me through satisfactory evidence of identification, which was personal knowledge of the undersigned to be the persons whose names are signed on the preceding or attached document, and acknowledged to me that they signed voluntarily for its stated purpose as the free act and deed of the Select Board of the Town of Nantucket.

Notary Public
My commission expires:

747656/NANT19713/0001



Agenda Item Summary

Agenda Item #	X. 1.
Date	1/27/2021

Staff

Ken Beaugrand, Real Estate Specialist

Subject

Order of Taking by Eminent Domain, of Easement areas in portions of Laurel Street, Shawaukema Avenue and School Street, Surfside

Executive Summary

Article 83 of the 2012 ATM authorized the taking of portions of Laurel and School streets and Shawaukema Avenue for public ways and/or general municipal purposes. Proposed easement area is shown on plan entitled "Roadway Easement Acquisition Plan@ 3 Gladlands Avenue, Nantucket, Mass. Reference 2012 ATM-Article 83 and 84." dated December 9, 2020, prepared by Earle & Sullivan, Inc. said easements having a combined area of 23,162 square feet.

Staff Recommendation

Proceed with the taking by Eminent Domain. Town Counsel has reviewed, and drafted documentation based upon title research conducted by Staff. REAC approved unanimously on January 13, 2021.

Background/Discussion

This acquisition and subsequent disposition of a so called "paper street" in Surfside is part of the Yard Sale Program.

Impact: Environmental ☐ Fiscal ☒ Community ☒ Other ☐

To complete the taking of previously authorized acquisitions and increase taxable land area.

Board/Commission Recommendation

N/A

Public Outreach

Approved at Annual Town Meeting. Notice of taking published in paper and sent to abutters by certified mail.

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

Conforms with the intent of the Yard Sale program

Attachments

Order of Taking; Taking Plan



COMMONWEALTH OF MASSACHUSETTS
TOWN OF NANTUCKET
SELECT BOARD

ORDER OF TAKING BY EMINENT DOMAIN
OF PORTION OF LAUREL STREET, SHAWAUKEMA AVENUE
AND SCHOOL STREET

The undersigned being the majority of the duly elected and serving members of the Select Board of the Town of Nantucket, a body politic and corporate and a political subdivision of the Commonwealth of Massachusetts, having a principal place of business at Town and County Building, 16 Broad Street, Nantucket, Massachusetts ("Town"), acting by authority of Massachusetts General Laws Chapter 40, § 14 and Chapter 79, as amended, Article III, Section 3.3 of the Town Charter, St. 1996, c. 289, § 1, and the vote adopted by the Town on Article 83 at its 2012 Annual Town Meeting, a certified copy of which is attached hereto, and by virtue of every other power and authority hereto enabling us, having complied with all the preliminary requirements prescribed by law, having determined that the taking of the permanent easement over this certain parcel of land comprising a portion of Laurel Street, Shawaukema Avenue and School Street described below ("Parcels") is required for public ways, open space and/or general municipal purposes, do hereby adopt and decree this Order of Taking on behalf of the Town and do hereby take from the supposed owner of the Parcels, those who hold easements and other rights to the Parcels, and all their successors, heirs and assigns, as their interests may appear, by the right of eminent domain, the permanent easement over the Parcels as described below.

The land over which the permanent easement as taken is shown on a plan of land entitled "Roadway Acquisition Plan @ # 3 Gladlands Ave., Nantucket, MA, Reference: 2012 ATM-Article 83 & 84," dated September 10, 2020, prepared by Earle & Sullivan, Inc., a copy of which is attached hereto as Exhibit A and incorporated herein by referenced (the "Plan") and consisting of the following Parcels described on the Plan:

<u>Parcels</u>	<u>Address/Location</u>	<u>Area ±</u>
Easement Area E-1	School Street	2,262± s.f.
Easement Area E-2	Laurel Street and Shawaukema Avenue	20,900± s.f.
<u>Assessor ID</u>	<u>Supposed Owner(s)</u>	<u>Title Reference</u>
Map 80 Parcel 234	Jill S. Vieth and Timothy P. Vieth	Book 1763, Page 171

<u>Parcel</u>	<u>Supposed Owner(s)</u>
Easement Areas E-1 and E-2	William J. Braun, Robert F. Mooney, and John E. O' Brien, Trustees of Surfside Realty Trust u/d/t May 25, 1979, recorded with said Deeds in Book 172, Page 338.

This Taking excludes any utility easements of record in the Easement Areas E-1 and E-2.

The damages sustained by the supposed owner(s) listed above by reason of this taking of the easement over the Parcel are valued and awarded in a resolution of even date adopted by the Select Board in accordance with Massachusetts General Laws Chapter 79, as amended.

If any party named hereinabove as an owner of the Parcel, over which an easement is taken hereby is not a true owner of the Parcel, then the award is made only to the true owner of said Parcel.

Adopted under seal this day , 2021.

TOWN OF NANTUCKET
BY ITS SELECT BOARD

Dawn E. Hill Holdgate

Jason Bridges

Matthew G. Fee

Kristie L. Ferrantella

Melissa K. Murphy

COMMONWEALTH OF MASSACHUSETTS

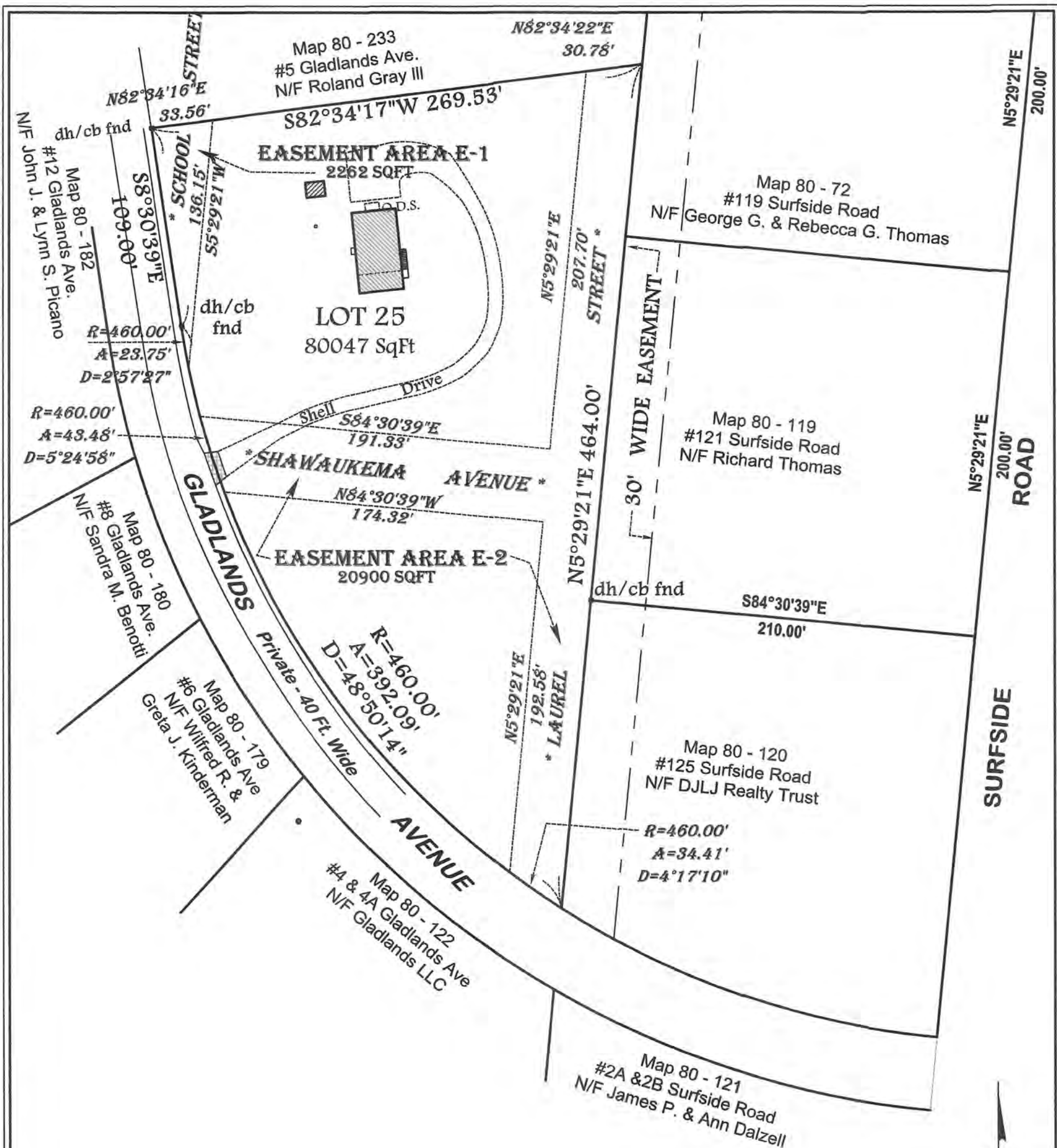
Nantucket County, ss

On this day of , 2021, before me, the undersigned notary public, personally appeared Dawn E. Hill Holdgate, Jason Bridges, Matthew G. Fee, Kristie L. Ferrantella and Melissa K. Murphy as members of the Select Board of the Town of Nantucket, proved to me through satisfactory evidence of identification, which was personal knowledge of the undersigned, to be the persons whose names are signed on the preceding or attached document, and acknowledged to me that they signed it voluntarily for its stated purpose as the free act and deed of the Select Board of the Town of Nantucket.

Notary Public

My commission expires:

747718NANTYDSALE/0001



Zone District : LUG-2
Lot Area: 80,000 Sq.Ft.
Frontage: 150 Ft.
Front Setback: 35 Ft.
Side/Rear Setback: 15 Ft.
GCR: 4%

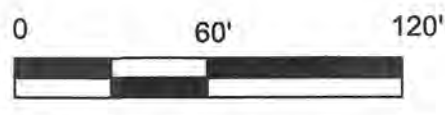
ROADWAY ACQUISITION PLAN
@
#3 GLADLANDS AVE, NANTUCKET, MA.
REFERENCE: 2012 ATM - ARTICLE 83 & 84

NOTE REGARDING UNCONSTRUCTED STREETS
***INDICATES WAYS WHICH DO NOT EXIST ON THE GROUND AND ARE NOT SHOWN ON PLAN FILE 11A BUT ARE SHOWN ON PLAN BOOK 2 PG.60.**
EASEMENT AREAS # E-1 & E-2 DEFINE THE AREAS OF THE ABOVE REFERENCED UNCONSTRUCTED STREETS LYING WITHIN LOT 25.

Scale: 1in.=60 ft. Sept. 10, 2020

Prepared for: Jill S. & Timothy P. Vieth
Assessors Map 80 - 234
Plan : Lot 25 on Plan File 11A
Deed : Bk.1763 Pg.161

Earle & Sullivan, Inc.
Professional Land Surveyors
6 Youngs Way Nantucket, Ma.02554
508-332-4808



ES-634



Agenda Item Summary

Agenda Item #	X. 2.
Date	1/27/2021

Staff

Ken Beaugrand, Real Estate Specialist

Subject

Order of Taking by Eminent Domain, of Easement areas in portions of Maclean and Wannacomet streets, Surfside.

Executive Summary

Article 100 of the 2011 ATM and Article 83 of the 2012 Annual Town Meeting authorized the taking of portions of Maclean and Wannacomet streets for public ways and/or general municipal purposes. The easement area is shown on plan entitled "Roadway Easement Acquisition Plan #1 White Street in Nantucket, Mass.," dated December 9, 2020, having an area of 18,669 square feet.

Staff Recommendation

Proceed with the taking by Eminent Domain. Town Counsel has reviewed, and drafted documentation based upon title research conducted by staff. The Real Estate Assessment Committee (REAC) approved unanimously at its meeting on January 13, 2021.

Background/Discussion

This acquisition and subsequent disposition of a so called "paper street" in Surfside is part of the Yard Sale Program.

Impact: Environmental ☐ Fiscal ☒ Community ☒ Other ☐

To complete the taking of previously authorized acquisitions and increase taxable land area.

Board/Commission Recommendation

REAC recommends the taking.

Public Outreach

Approved at Annual Town Meeting. Notice of taking published in paper and sent to abutters by certified mail.

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

Conforms with the intent of the Yard Sale Program.

Attachments

Order of Taking; Plan



COMMONWEALTH OF MASSACHUSETTS
TOWN OF NANTUCKET
SELECT BOARD

ORDER OF TAKING BY EMINENT DOMAIN
OF PORTION OF MACLEAN STREET AND WANNACOMET STREET

The undersigned being the majority of the duly elected and serving members of the Select Board of the Town of Nantucket, a body politic and corporate and a political subdivision of the Commonwealth of Massachusetts, having a principal place of business at Town and County Building, 16 Broad Street, Nantucket, Massachusetts (“Town”), acting by authority of Massachusetts General Laws Chapter 40, § 14 and Chapter 79, as amended, Article III, Section 3.3 of the Town Charter, St. 1996, c. 289, § 1, and the vote adopted by the Town on Article 100 at its 2011 Annual Town Meeting and Article 83 at its 2012 Annual Town Meeting, certified copies of which are attached hereto, and by virtue of every other power and authority hereto enabling us, having complied with all the preliminary requirements prescribed by law, having determined that the taking of the permanent easement over this certain parcel of land comprising a portion of Maclean Street and Wannacomet Street described below (“Parcel”) is required for public ways, open space and/or general municipal purposes, do hereby adopt and decree this Order of Taking on behalf of the Town and do hereby take from the supposed owner of the Parcel, those who hold easements and other rights to the Parcel, and all their successors, heirs and assigns, as their interests may appear, by the right of eminent domain, the permanent easement over the Parcel as described below.

The land over which the permanent easement as taken is shown on a plan of land entitled “Roadway Easement Acquisition Plan #1 White Street in Nantucket, Massachusetts,” dated December 9, 2020, prepared by Earle & Sullivan, Inc., a copy of which is attached hereto as Exhibit A and incorporated herein by referenced (the “Plan”) and consisting of the following Parcel described on the Plan:

<u>Parcel</u>	<u>Address/Location</u>	<u>Area ±</u>
Easement Area	Maclean Street and Wannacomet Street	18,669± s.f.
<u>Assessor ID</u>	<u>Supposed Owner(s)</u>	<u>Title Reference</u>
Map 79, Parcel 29	Denise M. Goldsmith and J. Spencer Goldsmith, Trustees of Denise M. Goldsmith Revocable Trust u/d/t dated January 28, 2003 as evidenced by a Trustee’s Certificate Pursuant to M.G.L. c. 184, §35 is recorded with said Deeds in Book 1238, Page 226 and J. Spencer Goldsmith and Denise M. Goldsmith, Trustees of J. Spencer Goldsmith Revocable Trust	Book 1238, Page 224

u/d/t dated January 28, 2003, as evidenced by a Trustee's Certificate Pursuant to M.G.L. c. 184, §35 is recorded with Said Deeds in Book 1238, Page 229.

<u>Parcel</u>	<u>Supposed Owner(s)</u>
Easement Area	William J. Braun, Robert F. Mooney, and John E. O' Brien, Trustees of Surfside Realty Trust u/d/t May 25, 1979, recorded with said Deeds in Book 172, Page 338

The damages sustained by the supposed owner(s) listed above by reason of this taking of the easement over the Parcel are valued and awarded in a resolution of even date adopted by the Select Board in accordance with Massachusetts General Laws Chapter 79, as amended.

If any party named hereinabove as an owner of the Parcel, over which an easement is taken hereby is not a true owner of the Parcel, then the award is made only to the true owner of said Parcel.

Adopted under seal this day , 2021.

TOWN OF NANTUCKET
BY ITS SELECT BOARD

Dawn E. Hill Holdgate

Jason Bridges

Matthew G. Fee

Kristie L. Ferrantella

Melissa K. Murphy

COMMONWEALTH OF MASSACHUSETTS

Nantucket County, ss

On this day of , 2021, before me, the undersigned notary public, personally appeared Dawn E. Hill Holdgate, Jason Bridges, Matthew G. Fee, Kristie L. Ferrantella and Melissa K. Murphy as members of the Select Board of the Town of Nantucket, proved to me through satisfactory evidence of identification, which was personal knowledge of the undersigned, to be the persons whose names are signed on the preceding or attached document, and acknowledged to me that they signed it voluntarily for its stated purpose as the free act and deed of the Select Board of the Town of Nantucket.

Notary Public
My commission expires:

747689/NANTYDSALE/0001

NOTE:
* MACLEAN AND WANNACOMET STS. ARE PRIVATE WAYS
NOT CONSTRUCTED, SHOWN IN THE RECORD
LOCATION AS PER SUBDIVISION PLAN AT
PLAN BOOK 2, PAGE 60.

80-216
N/F
RIVER ROCK HOUSE LLC

CAMP RICHARDS ASSOCIATION INC.
79-30
N/F

DHCB
FND.

S 53°35'42" E
92.24'

DHCB
FND.

N 53°35'42" W
58.77'

Gravel Traveled Way
LOVERS LANE

S 20°26'55" W 425.51'

LOT 13
PLAN FILE 11-A



OKORWAW AVE

"EXHIBIT A"

ROADWAY EASEMENT ACQUISITION PLAN
#1 WHITE STREET
IN
NANTUCKET, MASSACHUSETTS

SCALE: 1"=80' DATE: DEC. 9, 2020

DEED REFERENCE: DD.BK.1238, PG.224
PLAN REFERENCE: PLAN FILE 11-A
ASSESSOR'S REFERENCE:
MAP: 79 PARCEL: 29

PREPARED FOR:
J. SPENCER GOLDSMITH and
DENISE M. GOLDSMITH, Trs.

EARLE & SULLIVAN, INC.
PROFESSIONAL LAND SURVEYORS
6 YOUNGS WAY
NANTUCKET, MA. 02554
508-332-4808

ES-644

REFERENCES

MACLEAN STREET
ARTICLES 100 + 101, 2011 ATM

WANNACOMET ST.
ARTICLES 83 + 84 2012 ATM



DHCB
FND.

N 42°59'54" W 207.02'
258.37'
WHITE ST.

N 46°58'50" E
399.84'
WANNACOMET ST.
N 47°00'06" E 361.30'
S 47°00'06" W 368.78'

EASEMENT
AREA=18,669±S.F.

L=50.86'
R=25.00'

DHCB
FND.

DHCB
FND.

**TOWN OF NANTUCKET
SEWER - ENTERPRISE FUND**

	ACTUAL FY2020	BUDGET FY2021	PROJECTED BUDGET FY2022
Revenue	7,834,011	8,770,408	8,770,408
Expenses	7,797,837	9,370,408	9,402,718
Net Earnings	36,174	(600,000)	(632,310)
Transfer from Retained Earnings		600,000	632,310
Net Earnings after R/E Transfer	36,174	-	-
Net Sources & Uses			
Spec Rev Subsidy (settlement)			
GF Free Cash Subsidy			
GF Free Cash Subsidy (STM 10/2012)			
FinCom GF Reserve Fund Transfer			
Add Back: Transfer to Capital Project Fund			
Encumbrance Carryforwards			
Ending FB	36,174	-	-
TOTAL			

Certified Retained Earnings as of July 1, 2020

1,827,837

Sewer

Org Name	Org	Object	Account Name	FY2018 Actuals	FY2019 Actuals	FY20 Actuals	FY21 Budget	FY22 Proposed	YoY \$(+/-)
Waste Water Treatment	66440	51100	Salary, Permanent	928,714.93	1,152,039.23	1,295,440.94	1,317,790.00	1,414,806.00	97,016.00
Waste Water Treatment	66440	51300	Overtime	108,434.92	73,359.79	74,852.55	105,000.00	105,000.00	0.00
Waste Water Treatment	66440	51700	Longevity Pay	11,114.64	9,413.73	2,982.98	7,800.00	7,800.00	0.00
Waste Water Treatment	66440	51701	Ins Prem:Medical Blue Cross	270,854.37	286,756.94	289,767.28	504,003.00	465,332.00	-38,671.00
Waste Water Treatment	66440	51770	Barnstable County Retiremt Fn	152,079.03	200,874.90	217,249.90	205,218.00	235,716.00	30,498.00
Waste Water Treatment	66440	51900	Contractual Obligations	0.00	0.00	0.00	24,999.00	24,999.00	0.00
Waste Water Treatment	66440	51961	Medicare P/R Tax	15,199.86	17,904.69	19,455.93	19,108.00	20,515.00	1,407.00
Sconset Sewer Treatmen	66446	51100	Salary, Permanent	80,843.68	54,429.50	82,474.57	75,224.94	78,439.00	3,214.06
Sconset Sewer Treatmen	66446	51300	Overtime	7,960.77	11,111.95	18,791.75	6,610.00	6,610.00	0.00
Sconset Sewer Treatmen	66446	51700	Longevity Pay	0.00	0.00	0.00	6,000.00	6,000.00	0.00
Sconset Sewer Treatmen	66446	51701	Ins Prem:Medical Blue Cross	11,016.05	3,492.27	0.00	13,883.00	13,883.00	0.00
Sconset Sewer Treatmen	66446	51961	Medicare P/R Tax	1,287.65	950.35	1,468.25	1,091.00	1,137.00	46.00
				1,587,505.90	1,810,333.35	2,002,484.15	2,286,726.94	2,380,237.00	93,510.06

Waste Water Treatment	66440	52101	Utility:Electricity	341,167.57	352,805.10	394,953.32	415,000.00	415,000.00	0.00
Waste Water Treatment	66440	52103	Utility:Fuel Oil	75,737.88	81,756.27	76,389.30	80,000.00	80,000.00	0.00
Waste Water Treatment	66440	52401	Rep&Maint:Office Equip	0.00	0.00	2,340.62	5,000.00	5,000.00	0.00
Waste Water Treatment	66440	52403	Rep&Maint:Vehicle	92,270.88	11,491.79	73,087.68	20,000.00	20,000.00	0.00
Waste Water Treatment	66440	52404	Rep&Maint:Building	45,328.80	31,112.14	46,211.96	50,000.00	50,000.00	0.00
Waste Water Treatment	66440	52405	Rep&Maint:Equipment	102,639.85	63,429.71	156,443.28	100,000.00	100,000.00	0.00
Waste Water Treatment	66440	52407	Rep&Maint:Sewer	0.00	0.00	908.00	10,000.00	5,000.00	-5,000.00
Waste Water Treatment	66440	52700	Rentals/Leases	0.00	0.00	0.00	25,000.00	10,000.00	-15,000.00
Waste Water Treatment	66440	52901	Sludge Disposal Costs	237,638.96	258,590.93	223,141.51	265,000.00	270,300.00	5,300.00
Waste Water Treatment	66440	53100	Professional Services	171,932.59	178,340.95	196,787.40	270,000.00	270,000.00	0.00
Waste Water Treatment	66440	53103	General:Advertising	115.36	1,093.76	1,400.24	1,000.00	1,000.00	0.00
Waste Water Treatment	66440	53115	Lab Testing	13,090.05	10,405.72	8,972.46	35,000.00	40,000.00	5,000.00
Waste Water Treatment	66440	53401	Comm:Telephone	18,605.95	20,679.33	30,572.92	20,500.00	25,500.00	5,000.00
Waste Water Treatment	66440	53402	Comm:Postage	3,586.60	4,327.52	2,283.90	5,000.00	5,000.00	0.00
Waste Water Treatment	66440	53803	Other:Licenses & Taxes	935.38	733.21	2,039.00	1,900.00	1,900.00	0.00
Waste Water Treatment	66440	53804	Other:Freight	2,577.75	8,838.35	10,411.63	7,500.00	10,000.00	2,500.00
Waste Water Treatment	66440	54101	Energy:Gas & Diesel	17,845.65	19,653.62	25,400.00	22,500.00	25,000.00	2,500.00
Waste Water Treatment	66440	54201	Office Supplies	6,003.57	9,719.51	6,786.99	11,100.00	11,100.00	0.00
Waste Water Treatment	66440	54303	Bldg&Eq:Expendable Sup/Eq	12,478.31	18,971.27	19,913.53	20,000.00	35,000.00	15,000.00
Waste Water Treatment	66440	54701	Safety:Uniforms	9,387.13	14,966.73	13,871.93	15,000.00	15,000.00	0.00
Waste Water Treatment	66440	54702	Safety:Protective Clothng	2,591.77	2,562.90	10,216.60	12,500.00	12,500.00	0.00
Waste Water Treatment	66440	55001	Medical Supplies	1,640.40	1,741.73	0.00	3,500.00	3,500.00	0.00
Waste Water Treatment	66440	55101	Books/Subscriptions	0.00	0.00	0.00	2,700.00	2,700.00	0.00
Waste Water Treatment	66440	55302	Dpw:Sewer Supplies,Pipes	42,066.40	57,464.31	47,762.27	103,500.00	103,500.00	0.00
Waste Water Treatment	66440	55306	Chemicals	113,441.42	112,995.01	148,478.51	115,000.00	125,000.00	10,000.00
Waste Water Treatment	66440	57101	In-State:Misc Travel	22,361.52	18,250.36	13,696.38	21,500.00	10,000.00	-11,500.00
Waste Water Treatment	66440	57102	In State-Mileage/Car Allow	20.86	455.35	211.07	2,800.00	2,800.00	0.00
Waste Water Treatment	66440	57103	In-State:Seminars,Prof Ga	23,837.00	42,383.50	8,519.00	25,000.00	20,000.00	-5,000.00
Waste Water Treatment	66440	57401	Ins Prem:Auto & Liability	6,727.80	11,466.20	16,293.71	5,000.00	15,000.00	10,000.00
Waste Water Treatment	66440	57404	Ins Prem:Blanket Ins,Bldg	107,966.15	111,968.21	103,581.44	120,736.00	120,736.00	0.00
Waste Water Treatment	66440	57812	OSHA TRAINING	0.00	0.00	0.00	100,000.00	90,000.00	-10,000.00
Waste Water Treatment	66440	57899	Contingency	0.00	0.00	0.00	12,930.00	12,930.00	0.00
Waste Water Treatment	66440	57999	Administration Fee	52,621.46	96,185.70	85,532.94	63,304.00	63,304.00	0.00
Waste Water Treatment	66440	58501	Add Eq:New Equip	120,705.89	61,764.48	32,818.76	100,000.00	100,000.00	0.00
Waste Water Treatment	66440	59101	Debt Service:Principal	413,200.00	2,057,840.04	393,000.00	478,000.00	478,000.00	0.00
Waste Water Treatment	66440	59102	Debt Service Interest	210,276.44	455,778.13	137,853.33	183,739.00	183,739.00	0.00
Waste Water Treatment	66440	59103	Issue Expense	0.00	0.00	0.00	18,000.00	18,000.00	0.00
Waste Water Treatment	66440	59108	Debt Ser Short Term Interest	141,732.87	266,506.34	121,218.49	50,000.00	50,000.00	0.00
Waste Water Treatment	66440	59113	Water Pollutin Abatmt Prn	1,889,984.89	215,696.00	2,394,062.07	2,734,765.00	2,734,765.00	0.00
Waste Water Treatment	66440	59114	Water Poll Abatement Int	739,035.29	365,968.35	682,137.73	728,325.00	728,325.00	0.00
Waste Water Treatment	66440	59250	Interest: General	0.00	0.00	0.00	16,000.00	16,000.00	0.00
Waste Water Treatment	66440	59502	INDIRECT COSTS	81,999.96	82,000.00	82,000.00	0.00	0.00	0.00
Waste Water Treatment	66441	59113	Water Pollutin Abatmt Prn	184,930.19	189,738.98	0.00	0.00	0.00	0.00
Waste Water Treatment	66441	59114	Water Poll Abatement Int	176,408.19	165,953.27	0.00	0.00	0.00	0.00
Sewer Collect & Dispos	66445	52101	Utility:Electricity	65,246.20	69,924.51	73,290.41	75,000.00	75,000.00	0.00
Sewer Collect & Dispos	66445	52103	Utility:Fuel Oil	0.00	0.00	0.00	700.00	700.00	0.00
Sewer Collect & Dispos	66445	52105	Utility:Water	3,056.00	1,622.66	2,821.00	6,800.00	6,800.00	0.00
Sewer Collect & Dispos	66445	52404	Rep&Maint:Building	0.00	0.00	0.00	35,000.00	35,000.00	0.00
Sewer Collect & Dispos	66445	52405	Rep&Maint:Equipment	33,571.36	643.40	2,084.40	35,000.00	25,000.00	-10,000.00
Sewer Collect & Dispos	66445	52407	Rep&Maint:Sewer	5,773.00	2,450.00	2,904.66	15,000.00	7,000.00	-8,000.00
Sewer Collect & Dispos	66445	53100	Professional Services	129,543.61	63,528.70	54,740.00	172,000.00	90,000.00	-82,000.00
Sewer Collect & Dispos	66445	53401	Comm:Telephone	0.00	0.00	0.00	2,500.00	2,500.00	0.00
Sewer Collect & Dispos	66445	53402	Comm:Postage	0.00	10,500.00	10,500.00	18,000.00	18,000.00	0.00
Sewer Collect & Dispos	66445	54701	Safety:Uniforms	0.00	0.00	2,003.96	10,000.00	10,000.00	0.00
Sewer Collect & Dispos	66445	54702	Safety:Protective Clothng	0.00	0.00	0.00	10,000.00	10,000.00	0.00
Sewer Collect & Dispos	66445	55302	Dpw:Sewer Supplies,Pipes	11,569.50	1,484.26	2,312.16	5,520.00	5,520.00	0.00
Sewer Collect & Dispos	66445	57404	Ins Prem:Blanket Ins,Bldg	0.00	0.00	0.00	14,482.00	14,482.00	0.00
Sewer Collect & Dispos	66445	57502	Ins: Workman'S Comp	0.00	0.00	0.00	2,500.00	2,500.00	0.00
Sewer Collect & Dispos	66445	57812	OSHA TRAINING	0.00	0.00	0.00	50,000.00	50,000.00	0.00
Sconset Sewer Treatmen	66446	52101	Utility:Electricity	51,540.83	52,942.74	45,480.73	55,000.00	55,000.00	0.00
Sconset Sewer Treatmen	66446	52103	Utility:Fuel Oil	0.00	0.00	0.00	18,000.00	18,000.00	0.00
Sconset Sewer Treatmen	66446	52105	Utility:Water	1,755.25	1,327.75	1,553.65	1,800.00	1,800.00	0.00
Sconset Sewer Treatmen	66446	52403	Rep&Maint:Vehicle	0.00	80.00	0.00	31,000.00	31,000.00	0.00
Sconset Sewer Treatmen	66446	52404	Rep&Maint:Building	11,932.40	8,215.95	3,728.00	35,000.00	35,000.00	0.00
Sconset Sewer Treatmen	66446	52405	Rep&Maint:Equipment	627.74	20,785.44	13,925.58	50,000.00	50,000.00	0.00
Sconset Sewer Treatmen	66446	53100	Professional Services	0.00	0.00	0.00	44,000.00	44,000.00	0.00
Sconset Sewer Treatmen	66446	53115	Lab Testing	4,588.22	4,126.62	4,486.23	5,000.00	35,000.00	30,000.00
Sconset Sewer Treatmen	66446	53401	Comm:Telephone	1,861.16	2,141.36	0.00	3,000.00	3,000.00	0.00
Sconset Sewer Treatmen	66446	53402	Comm:Postage	0.00	0.00	0.00	200.00	200.00	0.00

Sconset Sewer Treatmen	66446	54201	Office Supplies	0.00	0.00	0.00	1,000.00	1,000.00	0.00
Sconset Sewer Treatmen	66446	54701	Safety:Uniforms	0.00	0.00	0.00	5,000.00	5,000.00	0.00
Sconset Sewer Treatmen	66446	55302	Dpw:Sewer Supplies,Pipes	5,713.35	0.00	4,700.17	5,000.00	5,000.00	0.00
Sconset Sewer Treatmen	66446	55306	Chemicals	14,455.24	14,223.68	1,523.75	14,500.00	14,500.00	0.00
Sconset Sewer Treatmen	66446	57404	Ins Prem:Blanket Ins,Bldg	0.00	0.00	0.00	33,380.00	33,380.00	0.00
Sconset Sewer Treatmen	66446	57502	Ins: Workman'S Comp	0.00	0.00	0.00	2,500.00	2,500.00	0.00
Sconset Sewer Treatmen	66446	57812	OSHA TRAINING	0.00	0.00	0.00	50,000.00	50,000.00	0.00
				5,824,124.64	5,657,631.84	5,795,352.67	7,083,681.00	7,022,481.00	-61,200.00

payroll	1,587,505.96	1,810,333.41	2,002,484.21	2,286,727.00	2,380,237.00	93,510.00
expenses	5,824,124.64	5,657,631.84	5,795,352.67	7,083,681.00	7,022,481.00	-61,200.00
Total Expenses	7,411,630.60	7,467,965.25	7,797,836.88	9,370,408.00	9,402,718.00	32,310.00

Waste Water Treatment	66440	41710	P&I Re	926.12	1,587.75	486.39	1,300.00	1,300.00	0.00
Waste Water Treatment	66440	42460	Sewer Fee Income	6,072,220.59	6,046,578.12	6,280,014.04	7,842,588.00	7,842,588.00	0.00
Waste Water Treatment	66440	42461	Dpw Sewer Permits	301,399.00	307,970.00	301,562.00	280,020.00	280,020.00	0.00
Waste Water Treatment	66440	42462	Sewer Liens Collected	18,691.28	15,453.79	789.94	13,500.00	13,500.00	0.00
Waste Water Treatment	66440	42463	Sewer Privledge Fee	882,794.64	550,447.26	1,040,890.90	445,000.00	445,000.00	0.00
Waste Water Treatment	66440	42464	Sewer Privilege Int Fee	33,590.22	36,084.10	37,719.25	27,500.00	27,500.00	0.00
Waste Water Treatment	66440	43275	Septic Disposal Fees	180,152.47	181,365.18	178,535.75	160,500.00	160,500.00	0.00
Waste Water Treatment	66440	48205	Interest Rev Sewer Priv Fee	427.24	192.02	8.36	0.00	0.00	0.00
Waste Water Treatment	66440	49000	Refunds	-34,330.00	-5,500.00	-5,996.00	0.00	0.00	0.00
Waste Water Treatment	66441	46801	State Grant Mwpat Subsidy	361,338.38	355,692.25	0.00	0.00	0.00	0.00
				7,817,209.94	7,489,870.47	7,834,010.63	8,770,408.00	8,770,408.00	0.00

Anticipated Revenue	8,770,408.00	8,770,408.00	0.00
Retained Earnings	600,000.00	632,310.00	32,310.00
	9,370,408.00	9,402,718.00	32,310.00
Expenses		9,402,718.00	
		0.00	

APPEALS PROCEDURE before the Select Board

The appeal to the Select Board concerns the HDC decision and is not a new hearing of the matter already heard by the HDC. No new information may be brought forth during the appeal process before the Select Board. Any information not previously submitted to the HDC will not be allowed.

1. The chairman opens the public hearing and may outline the procedure to be followed including the time allotment for the statements and rebuttals.
2. The appellant states his/her case and the reason for the appeal.
3. The Historic District Commission defines its position.
4. Rebuttals follow.
5. Public comment may be taken although any separate interests that may be expressed will not become part of the argument.
6. The chairman invites questions from the Board and closes the public hearing.
7. The Board makes a decision or may take the matter under advisement.
8. A written decision is prepared for Board signature.

HDC Appeal of 9 Dennis Drive

9 Dennis Dr.

Town of Nantucket/HDC Appeals Process

Section 11 of Chapter 6 of the Acts of 1955 as amended ("An Act Establishing an Historic District Commission for the Town of the Nantucket and Establishing Nantucket Island as the Historic District") states that:

"Appeals may be taken to the Board of Selectmen by any person aggrieved by the ruling of the Historic District Commission. The Board of Selectmen shall hear and act upon such appeals promptly and the decision of the Board shall be as determined by a majority vote of the members of the Board. Such appeals shall be taken within ten (10) days of the filing by the Commission of its certificate of determination with the Clerk of the Town of Nantucket, and written notice of such appeal shall be given by the appealing party to the Commission at the time such appeal is taken."

.....

HDC Appeals Checklist

If a party wishes to appeal an HDC decision to the Select Board, he/she must submit a complete packet to Town Administration within ten (10) calendar days after the filing of the HDC Certificate of Determination with the Town Clerk. If the 10th day falls on a Saturday, Sunday or legal holiday, the next business day is then the deadline for acceptance. No late or incomplete submissions will be accepted.

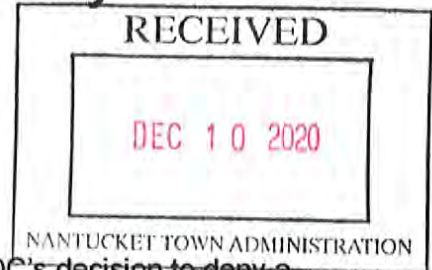
Complete packets must include the following items:

- ✓ 1. Cover letter with statement of what exactly is being appealed, including applicable address and corresponding map and parcel. The letter must clearly state grounds for the appeal.
- ✓ 2. Check payable to ***The Inquirer and Mirror*** for public hearing advertising costs. **Please contact the Town Administration office at 508-228-7255 for current advertising cost.** The Notice of Public Hearing must appear in the newspaper for two (2) consecutive Thursdays prior to the week of the Select Board's public hearing.
- ✓ 3. Applicant's date availability for the next six (6) meeting dates of the Select Board. Hearing dates are scheduled subject to availability of parties to be present while considering the requirement for promptly hearing the appeal.
- ✓ 4. Certified HDC Certificate of Determination received from the Town Clerk. Contact the Clerk's office at 508-228-7217 to request the document.
- ✓ 5. Applicable HDC minutes from the meetings at which the matter being appealed was reviewed by the HDC.

If the packet is complete and on-time, a confirmation of the Select Board meeting date will be sent to the applicant in the form of a copy of the Notice of Public Hearing. Otherwise a response noting checklist non-compliance will be mailed to the Applicant. Please call Erika Mooney, Operations Administrator at 508-228-7266 with any questions.

07/13/2018

Appeal of HDC Decision to Deny a Solar Roof Array at 9 Dennis Dr



Overview

This document provides the grounds for appealing the Nantucket HDC's ~~decision to deny a~~ rooftop solar array at 9 Dennis Dr (Map/Parcel : 67/366).

On November 24th, ACK Smart Energy, acting on behalf of the property's owner Martha Morris, presented a 21 panel solar array on the south rooftop.

Grounds for Appeal

1. The south facing roof is the only elevation and option for installing a solar array at 9 Dennis Dr. The north facing roof provides too much shade and the west facing roof is too small and also has too much shade.
2. 9 Dennis Dr is not an historic property. It was constructed in 1981. It is not located in either the Nantucket Old Historic District or Siasconset Old Historic District.
3. 9 Dennis Dr is located on a **private road** and at the end of a cul de sac.
4. Dennis Dr can only be accessed via Quail Ln, which is also a **private road**.
5. The abutting neighbors of 9 Dennis Dr signed a letter supporting the installation of a solar array at 9 Dennis Dr.
6. There are existing solar arrays on Nantucket that have 100% visibility (examples provided below).
7. The solar panel installation includes the application of "solar skins" to the face of the solar panels. This causes the solar panels to look like black asphalt shingles.
8. The proposed solar array at 9 Dennis Drive meets the guidelines as provided in the [HDC's solar guidelines](#) (page 16, para 2 bullets 3 - 5):
 - a. *The appropriateness of a photovoltaic or solar thermal system will be based upon the historic character and architectural significance of the individual structure and its relation to its surroundings. [9 Dennis Dr is not historic]*
 - b. *Photovoltaic and solar thermal installations need to be designed carefully and positioned to be in scale with the structures roofline, while maintaining a balance, scale, proportion and rhythm with other features of that elevation. [The proposed solar array covers the entire south elevation such that it adds no additional angles or roof lines]*
 - c. *System should be on the same plane as the roof with the color of the panels in keeping with the surrounding roofline materials. [The proposed array uses "solar skins" to emulate asphalt shingles]*

9. MGL Ch. 40A, Sec. 3, Para. 9 states: "No zoning ordinance or by-law shall prohibit or unreasonably regulate the installation of solar energy systems or the building of structures that facilitate the collection of solar energy, except where necessary to protect the public health, safety or welfare."
10. MGL Ch. 40C, Sec 7 states: "...When ruling on applications for certificates of appropriateness for solar energy systems, as defined in section one A of chapter forty A, the commission shall also consider the policy of the commonwealth to encourage the use of solar energy systems and to protect solar access..."

Applicant Availability

- Applicant has no restrictions with respect to future select board meetings.

Minutes From HDC Meeting

The following are the minutes from the HDC meeting on 11/24/2020.

20. Martha Morris	11-2295	9 Dennis Drive	Rooftop solar panels	67/366	ACK Smart
Voting	Pohl, Coombs, Camp, Oliver, Thornewill				
Alternates	None				
Recused	None				
Documentation	Architectural elevation plans, site plan, photos, and manufacturer spec sheet.				
Representing	Tim Carruthers, ACK Smart				
Public	None				
Concerns (7:35)	Carruthers – Presented project; this is the second submission for this property; reviewed photos of test site for SolarSkin®; the roof is very dark grey, so the shadow and rims would be much less apparent here. Asked for a vote on this. Pohl – Looking at the photos, despite the solar panels have an applique plastic shingle panel, there is a huge shadow indicating there are panels on the roof. An asphalt roof is a matt finish, but this would be reflective; the texture will be very different. We are trying to make solar work within our guidelines; work is being done on solar roof shingles, which could solve a lot of problems. We can give you a denial, which can be appealed. Oliver – One of the main concerns of the solar guidelines is that panels are not on the main mass and not front; this is on both. The SolarSkins® need more finessing. If they were on the back or the west elevation, she could approve this. Camp – Agrees with Ms. Oliver; can't get past the fact this is on the front. Thornewill – This is on the street and thinks the panels will be clearly discernable. Coombs – This is visible and doesn't fit our guidelines in any way. Dennis Drive isn't a fast-moving street; this will be very visible and would set a precedent.				
Motion	Motion to Deny for reasons cited in the minutes. (Oliver)				
Roll-call Vote	Carried 5-0//Coombs, Camp, Carrie, Oliver, and Pohl-aye			Certificate #	HDC2020-11-2295

CERTIFICATE OF APPROPRIATENESS

for structural work.

All blanks must be filled in using BLUE OR BLACK INK (no pencil) or marked N/A.

NOTE: It is strongly recommended that the applicant be familiar with the HDC guidelines, *Building with Nantucket in Mind*, prior to submittal of application. Please see other side for submittal requirements. Incomplete applications will not be reviewed by the HDC.

This is a contractual agreement and must be filled out in ink. An application is hereby made for issuance of a Certificate of Appropriateness under Chapter 395 of the Acts and Resolves of Mass., 1970, for proposed work as described herein and on plans, drawings and photographs accompanying this application and made a part hereof by reference.

The certificate is valid for three years from date of issuance. No structure may differ from the approved application. Violation may impede issuance of Certificate of Occupancy.

PROPERTY DESCRIPTION

TAX MAP N°: 67 PARCEL N°: 366
 Street & Number of Proposed Work: 9 DENNIS DR
 Owner of record: MARTHA MORRIS
 Mailing Address: 9 DENNIS DR
NANTUCKET MA 02534
 Contact Phone #: 508 697 7619 E-mail: morrisbw1@aol.com

AGENT INFORMATION (if applicable)

Name: ACH SMART
 Mailing Address: 61 OLD SOUTH RD #500
NANTUCKET MA 02534
 Contact Phone #: 701 323 6128 E-mail: sele@achsmart.com

FOR OFFICE USE ONLY

Date application received: 11/04/2020 Fee Paid: \$ 100Must be acted on by: 12/10/2020

Extended to: _____

Approved: _____

Disapproved: X

Chairman: _____

Member: _____

Member: _____

Member: _____

Member: _____

Notes - Comments - Restrictions - Conditions

Motion to Deny for reasons cited in
the minutes

DESCRIPTION OF WORK TO BE PERFORMED

See reverse for required documentation.

☐ New Dwelling ☒ Addition ☐ Garage ☐ Driveway/Apron ☐ Commercial ☐ Historical Renovation ☐ Deck/Patio ☐ Steps ☐ Shed
☐ Color Change ☐ Fence ☐ Gate ☐ Hardscaping ☐ Move Building ☐ Demolition ☐ Revisions to previous Cert. No. _____
☐ Pool (Zoning District _____) ☐ Roof ☒ Other INSTALL 21 SOLAR PANELS WITH SOLAR SHIMS TO SOUTH ROOF
 Size of Structure or Addition: Length: _____ Sq. Footage 1st floor: _____ Decks/Patio: Size: _____ ☐ 1st floor ☐ 2nd floor
 Width: _____ Sq. Footage 2nd floor: _____ Size: _____ ☐ 1st floor ☐ 2nd floor
 Sq. Footage 3rd floor: _____

Difference between existing grade and proposed finish grade: North _____ South _____ East _____ West _____

Height of ridge above final finish grade: North _____ South _____ East _____ West _____

Additional Remarks

Historic Name: _____
 Original Date: _____ (describe)
 Original Builder: _____
 Is there an HDC survey form for this building attached? ☐ Yes ☐ N/A

REVISIONS*

1. East Elevation
2. South Elevation
3. West Elevation
4. North Elevation

*Cloud on drawings and submit photographs of existing elevations.

DETAIL OF WORK TO BE PERFORMED

Foundation: Height Exposed _____ ☐ Block ☐ Block Parged ☐ Brick (type) _____ ☐ Poured Concrete ☐ Piers
 Masonry Chimney: ☐ Block Parged ☐ Brick (type) _____ ☐ Other _____
 Roof Pitch: Main Mass _____/12 Secondary Mass _____/12 Dormer _____/12 Other _____
 Roofing material: ☒ Asphalt: ☐ 3-Tab ☐ Architectural
☐ Wood (Type: Red Cedar, White Cedar, Shakes, etc.) _____

Fence: Height: _____

Type: _____

Length: _____

Skylights (flat only): Manufacturer _____ Rough Opening _____ Size _____ Location _____
 Manufacturer _____ Rough Opening _____ Size _____ Location _____

Gutters: ☐ Wood ☐ Aluminum ☐ Copper ☐ Leaders (material) _____

Leaders (material and size): _____

Sidewall: ☐ White cedar shingles ☐ Clapboard (exposure: _____ inches) Front ☐ Side ☐
☐ Other _____

Trim: A. Wood ☐ Pine ☐ Redwood ☐ Cedar ☐ Other _____B. Treatment ☐ Paint ☐ Natural to weather ☐ Other _____

C. Dimensions: Fascia _____ Rake _____ Soffit (Overhang) _____ Corner boards _____ Frieze _____

Window Casing _____ Door Frame _____ Columns/Posts: Round _____ Square _____

Windows*: ☐ Double Hung ☐ Casement ☐ All Wood ☐ Other _____☐ True Divided Lights (muntins), single pane ☐ SDL's (Simulated Divided Lights) Manufacturer _____Doors* (type and material): ☐ TDL ☐ SDL Front _____ Rear _____ Side _____

Garage Door(s): Type _____ Material _____

Hardscape materials: Driveways _____ Walkways _____ Walls _____

* Note: Complete door and window schedules are required.

COLORS

Sidewall _____ Clapboard (if applicable) _____ Roof _____
 Trim _____ Sash _____ Doors _____
 Deck _____ Foundation _____ Fence _____ Shutters _____

* Attach manufacturer's color samples if color is not from HDC approval list.

I hereby authorize the agent named above to act on my behalf to make changes in the specifications or the plans contained in this application in order to bring the application into compliance with the HDC guidelines. I hereby agree to abide by and comply with the terms and conditions of this application. I hereby agree that the submission of any revisions to this application will initiate a new sixty-day review period.

Date

11/2/2020

Signature of owner of record

[Signature]

Signed under penalty of perjury

NANTUCKET TOWN & COUNTY CLERK

ATTEST: TRUE COPY

[Signature]

Examples on Nantucket of Visible Solar Arrays

3 Mary Ann

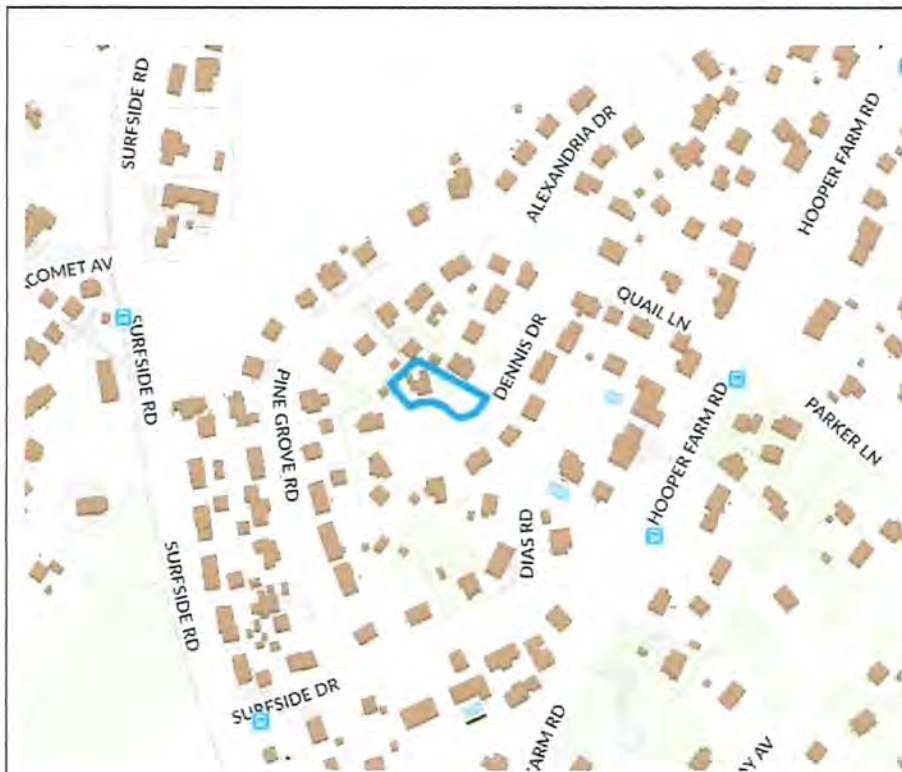


11 Pond Rd



19 Old South Rd





LOCUS MAP
SCALE: NOT TO SCALE

ZONING CLASS: R10
Front Setback: 20 ft
Side/Rear setback: 10 ft

EXISTING
DWELLING

PROPOSED LOCATION OF
(21) SOLAR PV MODULES WITH
SOLAR SKINS TO MATCH ROOF
ON SOUTH ROOF

PROPERTY
BOUND

Site Plan
Scale: 1" = 30' 0"



GIS & SITE PLAN

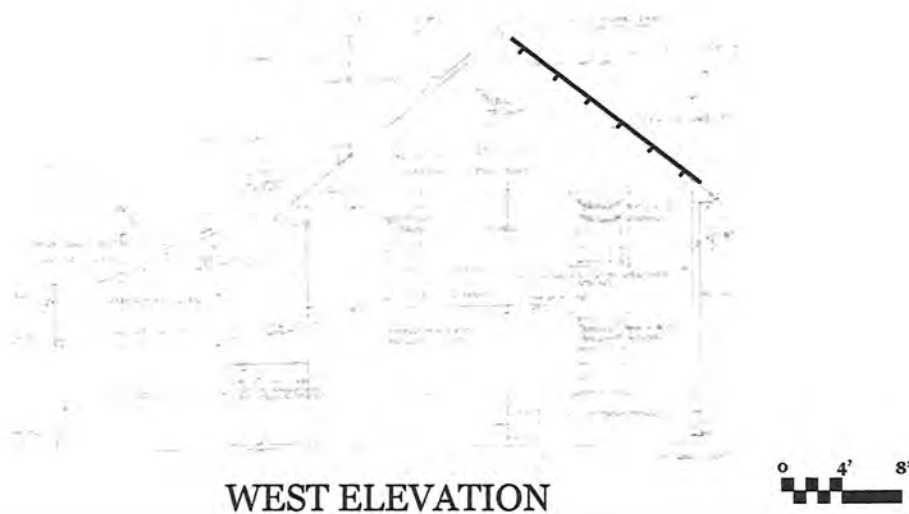
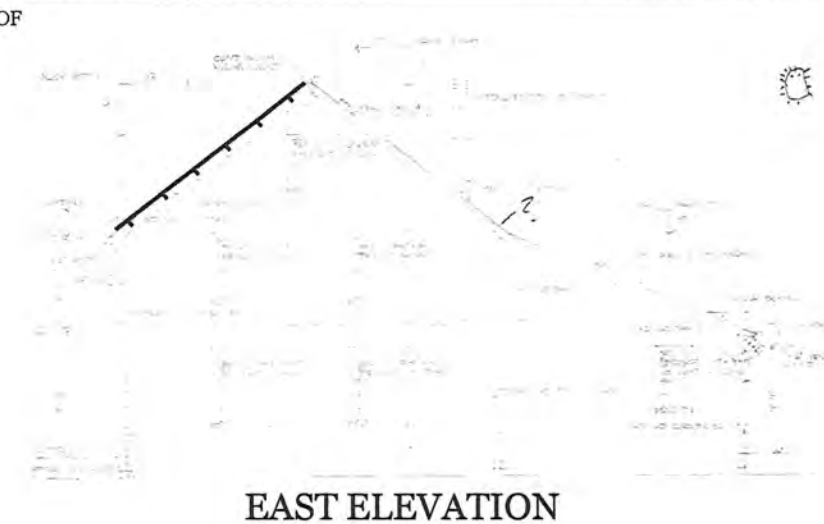
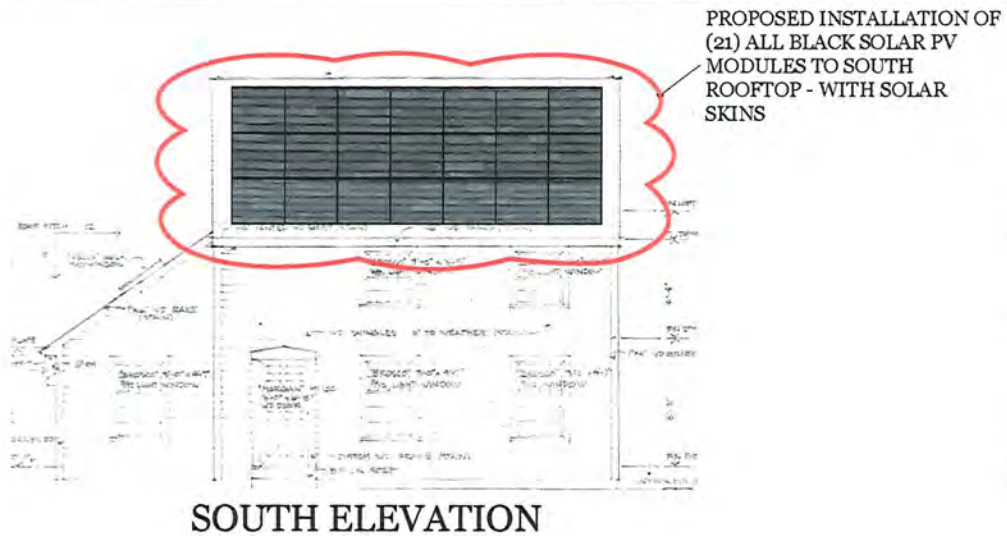
ROOFTOP Solar Array
6.83 kW DC, 7.6 kW AC

OWNER:	MORRIS, MARTHA
SITE ADDRESS:	9 DENNIS DR
CITY, STATE, ZIP:	NANTUCKET, MA 02554
MAP: 67	PARCEL: 366

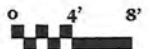
REVISIONS

MM/DD/YY	REMARKS
1 5/24/2020	Submitted for HDC & Permitting Review
2 7/13/2020	Updated for HDC review
3 11/2/2020	Updated for HDC review (showing example skins at 12 Margate Wy)
4	
5	

PV 01



Scale: 1/8" = 1' 0"



Proposed Elevations

ROOFTOP Solar Array
6.83 kW DC, 7.6 kW AC

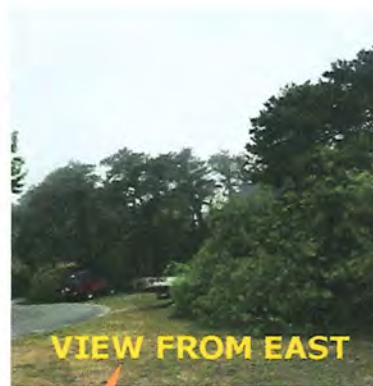
OWNER:	MORRIS, MARTHA
SITE ADDRESS:	9 DENNIS DR
CITY, STATE, ZIP:	NANTUCKET, MA 02554
MAP: 67	PARCEL: 366

REVISIONS	
MM/DD/YY	REMARKS
1 5/26/2020	Submitted for HDC & Permitting Review
2 7/13/2020	Updated for HDC review
3 11/2/2020	Updated for HDC review (showing example skins at 12 Marquette WVI)
4	
5	

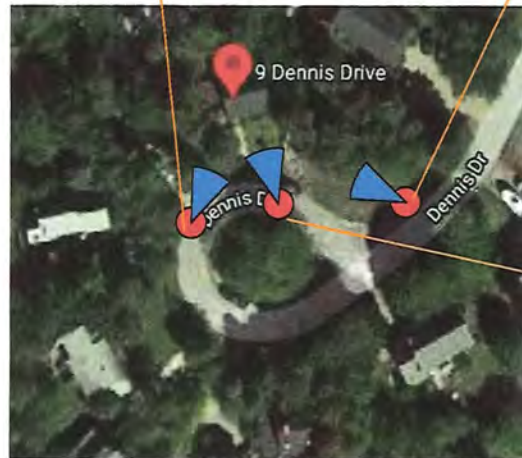
02
PV



VIEW FROM WEST



VIEW FROM EAST



VIEW FROM SOUTH WITH SOLAR SKINS



Photos

ROOFTOP Solar Array
6.83 kW DC, 7.6 kW AC

OWNER:	MORRIS, MARTHA
SITE ADDRESS:	9 DENNIS DR
CITY, STATE, ZIP:	NANTUCKET, MA 02554
MAP: 67	PARCEL: 366

REVISIONS

MM/DD/YY	REMARKS
1 6/24/2020	Submitted for HDC & Permitting Review
2 7/13/2020	Updated for HDC review
3 11/8/2020	Updated for HDC review (showing example signs at 12 Main Street Wyl)
4	
5	

HDC File



HISTORIC DISTRICT COMMISSION

2 Fairgrounds Road
Nantucket, Massachusetts 02554

Telephone: 508.325.7587

COMMISSIONERS

Ray Pohl
Chair

Diane Coombs
Vice-Chair

Abigail Camp

John McLaughlin

Val Oliver

ASSOCIATE COMMISSIONERS

Jesse Dutra

Carrie Thornewill

Stephen Welch

STAFF

Cathy Flynn
Land Use Specialist
cflynn@nantucket-ma.gov

01/19/21

Dear Select Board,

On behalf of the Nantucket Historic District Commission (HDC), I am responding to the appeal filed related to the denial of the installation of a roof top solar array at 9 Dennis Drive COA #HDC2020-11-2295 on 11/24/20.

This same proposal (HDC2020-06-1233) was originally submitted on 6/24/20 and was reviewed at three hearings (7/6/20, 8/3/20 and 8/10/20). After the Commission expressed several concerns the applicant chose to withdraw the application. This was originally proposed as roof top panels. At the second hearing (8/3/20), ACK Smart proposed a new technology, solar skins. Since this technology is new to the island, a request was made for the applicant to install a sample mock-up of the solar skins for a view. At the final hearing (8/10/20), it was ascertained that the applicant had not complied with the request of the Commission. Therefore, the Commission felt that the application, as proposed, did not meet the solar guidelines.

On 11/4/20, ACK Smart submitted a new application for solar skins for the same property (HDC2020-11-2295). The Commission's concerns expressed at this hearing were the same as those expressed that related to the previous submission. The Commission ultimately decided, that whether solar panels or solar skins, placed on the front facade of a residential structure facing a publicly traveled way was inappropriate. Placing a solar array on the front of a residential structure in a residential zone was contrary to the solar guidelines as adopted by the HDC. And thus, the application was denied. It needs to be noted that the applicant did not offer to place a mock-up of the solar skins on the roof for the commission to view.

When considering a solar array, the Commission grants approvals with conditions on a case by case basis. As with the previous submission, it was determined that due to the proximity of the dwelling to the road and the unfortunate circumstance of not being able to mitigate the visual impact of the solar skins, they were unable to meet the criteria for the condition of approval.

Cathy Flynn
HDC Compliance Coordinator/Land Use Specialist
Planning and Land Use Service Department
Town of Nantucket

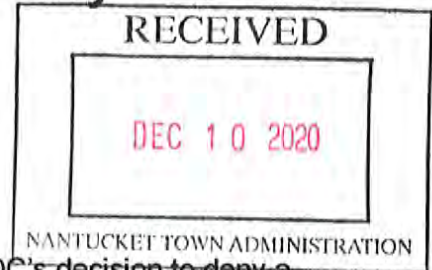
The HDC's response to the "Grounds for Appeal":

1. While the Commission appreciates the fact that solar array is best placed on a south facing roof, the Commission cannot make a decision based on that fact alone. The orientation of the structure, the location of the lot and the visibility from a publicly traveled way must be considered.
2. The solar guidelines apply to all structures, not just those situated within the OHD/SOHD. The entire island is under the purview of the HDC.
3. Though Dennis Drive/Quail Lane is a private road, under the Act the HDC has jurisdiction from a publicly traveled way, whether private or public way.
4. Refer to #3.
5. It is immaterial as to whether neighbors support the solar array.
6. Addressing the three properties cited with 100% visibility in this appeal, two properties, 3 Mary Ann Drive and 19B Old South Road, are commercial properties in the CTEC and CN zoning district, respectfully. The Commission acknowledges that there are large installations on large commercial/industrial buildings that have been approved on a case by case basis. The third property, 11 Pond Road, is in a residential area outside the OHD/SOHD. That Certificate of Appropriateness was granted to the property owner as an approval with condition to provide screening that would mitigate the visual impact. Staff has reached out to the homeowner.
7. Without a mock-up it is impossible for the Commission to determine whether the solar panels look like black asphalt shingles as alleged by the applicant.
8. Please review the HDC Solar Guidelines in their entirety, attached in this response.
 - a. The entire island is an historic district.
 - b. The guidelines are clear regarding arrays visible from a publicly traveled way.
 - c. The board was never given the opportunity to view the solar skins on the roof.
9. The Nantucket Historic District was created by a Special Act of the State Legislature. Citing MGL Ch. 40A, Sec 3, Para 9, which is specifically the state enabling zoning act, may not be relevant to the architectural review of the HDC. The Commission does not operate under the Zoning By- law and does not consider zoning ordinances or by-laws when making decisions.
10. Citing MGL 40C Sec 7 is not relevant. Nantucket's Historic District was created under Special Act A301. Nantucket does not operate under 40C nor has any part of 40C been incorporated into the special legislation. There is no citing of solar panels to date in said legislation.

HDC Solar Guidelines: <https://www.nantucket-ma.gov/DocumentCenter/View/29382/Solar-Guidelines>

HDC Special Act: <https://ecode360.com/15338755>

Appeal of HDC Decision to Deny a Solar Roof Array at 9 Dennis Dr



Overview

This document provides the grounds for appealing the Nantucket HDC's ~~decision to deny a~~ rooftop solar array at 9 Dennis Dr (Map/Parcel : 67/366).

On November 24th, ACK Smart Energy, acting on behalf of the property's owner Martha Morris, presented a 21 panel solar array on the south rooftop.

Grounds for Appeal

1. The south facing roof is the only elevation and option for installing a solar array at 9 Dennis Dr. The north facing roof provides too much shade and the west facing roof is too small and also has too much shade.
2. 9 Dennis Dr is not an historic property. It was constructed in 1981. It is not located in either the Nantucket Old Historic District or Siasconset Old Historic District.
3. 9 Dennis Dr is located on a **private road** and at the end of a cul de sac.
4. Dennis Dr can only be accessed via Quail Ln, which is also a **private road**.
5. The abutting neighbors of 9 Dennis Dr signed a letter supporting the installation of a solar array at 9 Dennis Dr.
6. There are existing solar arrays on Nantucket that have 100% visibility (examples provided below).
7. The solar panel installation includes the application of "solar skins" to the face of the solar panels. This causes the solar panels to look like black asphalt shingles.
8. The proposed solar array at 9 Dennis Drive meets the guidelines as provided in the [HDC's solar guidelines](#) (page 16, para 2 bullets 3 - 5):
 - a. *The appropriateness of a photovoltaic or solar thermal system will be based upon the historic character and architectural significance of the individual structure and its relation to its surroundings. [9 Dennis Dr is not historic]*
 - b. *Photovoltaic and solar thermal installations need to be designed carefully and positioned to be in scale with the structures roofline, while maintaining a balance, scale, proportion and rhythm with other features of that elevation. [The proposed solar array covers the entire south elevation such that it adds no additional angles or roof lines]*
 - c. *System should be on the same plane as the roof with the color of the panels in keeping with the surrounding roofline materials. [The proposed array uses "solar skins" to emulate asphalt shingles]*

9. MGL Ch. 40A, Sec. 3, Para. 9 states: "No zoning ordinance or by-law shall prohibit or unreasonably regulate the installation of solar energy systems or the building of structures that facilitate the collection of solar energy, except where necessary to protect the public health, safety or welfare."
10. MGL Ch. 40C, Sec 7 states: "...When ruling on applications for certificates of appropriateness for solar energy systems, as defined in section one A of chapter forty A, the commission shall also consider the policy of the commonwealth to encourage the use of solar energy systems and to protect solar access..."

Applicant Availability

- Applicant has no restrictions with respect to future select board meetings.

Minutes From HDC Meeting

The following are the minutes from the HDC meeting on 11/24/2020.

20. Martha Morris	11-2295	9 Dennis Drive	Rooftop solar panels	67/366	ACK Smart
Voting	Pohl, Coombs, Camp, Oliver, Thornewill				
Alternates	None				
Recused	None				
Documentation	Architectural elevation plans, site plan, photos, and manufacturer spec sheet.				
Representing	Tim Carruthers, ACK Smart				
Public	None				
Concerns (7:35)	Carruthers – Presented project; this is the second submission for this property; reviewed photos of test site for SolarSkin®; the roof is very dark grey, so the shadow and rims would be much less apparent here. Asked for a vote on this. Pohl – Looking at the photos, despite the solar panels have an applique plastic shingle panel, there is a huge shadow indicating there are panels on the roof. An asphalt roof is a matt finish, but this would be reflective; the texture will be very different. We are trying to make solar work within our guidelines; work is being done on solar roof shingles, which could solve a lot of problems. We can give you a denial, which can be appealed. Oliver – One of the main concerns of the solar guidelines is that panels are not on the main mass and not front; this is on both. The SolarSkins® need more finessing. If they were on the back or the west elevation, she could approve this. Camp – Agrees with Ms. Oliver; can't get past the fact this is on the front. Thornewill – This is on the street and thinks the panels will be clearly discernable. Coombs – This is visible and doesn't fit our guidelines in any way. Dennis Drive isn't a fast-moving street; this will be very visible and would set a precedent.				
Motion	Motion to Deny for reasons cited in the minutes. (Oliver)				
Roll-call Vote	Carried 5-0//Coombs, Camp, Carrie, Oliver, and Pohl-aye			Certificate #	HDC2020-11-2295

Solar Technologies

Photovoltaic Systems

At the time of publication of this addendum, there are only two prevailing types of photovoltaic (PV) collectors: photovoltaic panels and building integrated photovoltaics (BIPV). Both systems exist to convert the sun's energy into electricity. BIPV can be considered because it typically makes less of a visual impact on a structure. Unfortunately, this technology is currently not as efficient as photovoltaic panels. The following guidelines should therefore be applied to any style of PV system that has been deemed appropriate according to each building owner's unique circumstances, keeping in mind that it is always preferable to use the least visible technology.

Solar Thermal Systems

Solar Thermal refers to any system that harnesses the power of the sun to heat a liquid medium for specific applications such as domestic hot water, space heating, and pool heating. As of the publication of this addendum, there are a number of different technologies that are designed to help lower energy bills by utilizing solar thermal systems. Some technologies are available that allow collectors to be hidden entirely within the roof structure, and should be considered (especially for new construction) because of their minimal visibility. However, this guideline will primarily focus on technologies incorporating collectors (whether evacuated tubes or panels) that require direct sunlight.



Figure 7: Photovoltaic Ground Array

Placement & Design of Photovoltaic and Solar Thermal Systems

The utilization of “energy producing” technologies, such as photovoltaics and solar thermal, should only be considered after every effort to reduce a structure's energy consumption have been made. It is appropriate to consider placement of PV or solar thermal arrays elsewhere on the property before considering mounting this technology onto the primary structure. This is especially important in Nantucket's Old Historic District, in Siasconset's Old Historic District, on contributing buildings or in historically important landscapes, where the use of this technology may have a higher degree of visual impact. When determining where to place PV or solar thermal collectors, it is important to attempt to minimize any adverse effects upon a structure's existing fabric, as well as to mitigate the visual impact these panels and all of their supplementary equipment may have upon the surrounding area. As eventual wearing out of parts is expected with these technologies it is important to note that equipment must be replaced with like kind. The HDC will consider any replacement that is not exactly like the original to be

Not Recommended

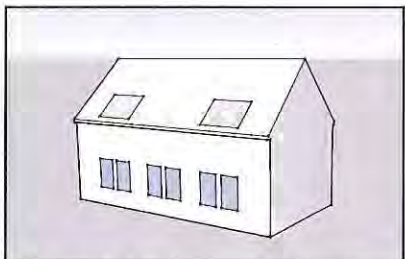


Figure 10: Panels on lower 2/3 of roof.

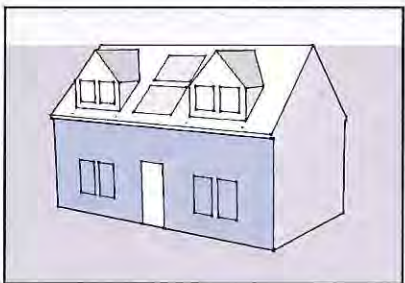


Figure 9: Panels located on primary facade and highly visible.

Recommended

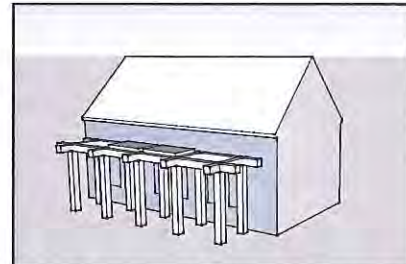


Figure 8: Solar panels incorporated into trellis

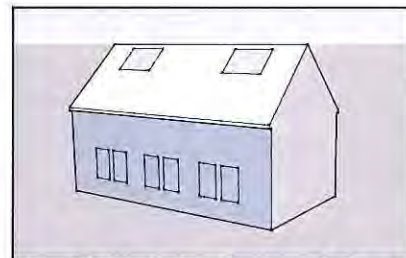


Figure 11: Panels placed on upper 2/3 of roof and aligned with windows.

a change in design, which requires a new application of appropriateness.¹³

When beginning an investigation regarding where best to incorporate PV or solar thermal collectors onto a property, the owner of any structure should always fully consider the principles of *minimum intervention* and *reversibility*.^{*} The entire site must be fully examined for its potential to accommodate these technologies effectively. The most preferable placements for these technologies will have no physical impact on the primary structure and have negligible visual impact upon the site as a whole. Therefore whenever possible, the least visible installation of ground arrays is preferred. If it is necessary for an array to be placed on a structure, it is encouraged that the array to be placed somewhere other than on the primary structure. For example, placement on any non-contributing ancillary structures (such as detached garages or sheds) would stand a greater chance of approval than an installation proposed only on the primary

^{*} **Minimum intervention** is the principle that the less change or alteration done to a historic resource the more integrity that resource retains. **Reversibility** is the principle that nothing should be done to a historic resource that cannot be undone or reversed without permanent damage to the resource.

building.* The creative placement of PV and solar thermal collectors may be encouraged, if such placement limits any adverse impact of the array (e.g. in an existing skylight).

Because the sloped roofs typical of Nantucket's built environment are such a character-defining feature of the island's cultural heritage, rooftop equipment installations should be carefully designed and positioned on any roof. The basic elements of design to consider are: balance, proportion, color, rhythm, and scale. Additionally, PV and solar thermal collectors should be kept on the same plane as the roof, with the color of the panels in keeping with the surrounding roofing materials.

Recommended

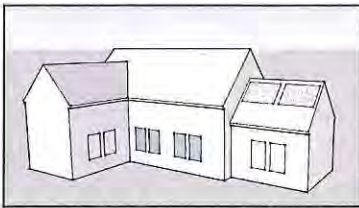


Figure 12: Panels on secondary massing

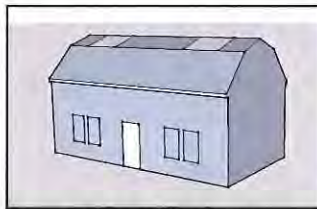


Figure 13: Panels placed with minimal visual impact.

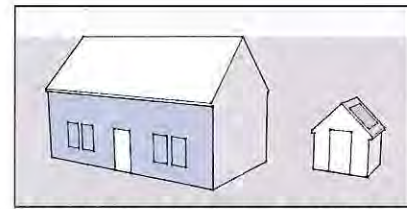


Figure 14: Panel placed on non-contributing ancillary structure

* A **non-contributing structure** is defined as a building, which is not an intrusion but does not add to a historic district's sense of time, place and historic development.

Photovoltaic and Solar Thermal Guidelines

Applications for Photovoltaic and Solar Thermal systems in the Old Historic District, Siasconset Old Historic District, and those on contributing properties are likely to attract a higher level of scrutiny. This also is true for installations on contributing buildings, and where lack of vegetation makes an installation visible from surrounding areas.

Existing Buildings and New Construction:

- The least visible application of technologies and their supplementary equipment is recommended. If the array is located on the ground, appropriate screening may be necessary.
- Applications of these systems as a ground array or on non-contributing ancillary structures (as opposed to on the primary structure) are encouraged.
- The appropriateness of a photovoltaic or solar thermal system will be based upon the historic character and architectural significance of the individual structure and its relation to its surroundings.
- Photovoltaic and solar thermal installations need to be designed carefully and positioned to be in scale with the structure's roofline, while maintaining a balance, scale, proportion, and rhythm with other features of that elevation.
- Systems should be on the same plane as the roof with the color of the panels in keeping with the surrounding roofing materials.

Recommended Application Materials:

Applications for renewable energy systems should include materials adequate to describe the proposed equipment, the structure, and the surrounding area. These may often include:

- A sample of the product and supporting documentation if available.
- Photographs of the installation site and surrounding area.
- A scaled drawing of the proposed system including all supplementary equipment.
- If the system is being proposed on the primary structure the applicant should be prepared to discuss why placements with less visibility or less impact-were not used.

18. 10 York Street, LLC 11-2218	10 York Street	New dwelling	55.4.1/42	Thornewill Design
Voting	Pohl, Coombs, Camp, Oliver			
Alternates	None			
Recused	Thornewill			
Documentation	Architectural elevation plans, site plan, photos, correspondence, and advisory comments.			
Representing	Luke Thornewill, Thornewill Design			
Public	None			
Concerns (7:15)	Thornewill – Presented project; white trim and shutters with Hussey green front door and shutters. Backus – Read HSAB comments: generally nice and fits scale; should have 6-over-6 windows; tripled French door should be double due to visibility. Camp – North elevation, the 1st-floor windows should be on center between dormers. Would like this to have a chimney toward the back. The triple French doors could have a kick-panel. Regarding the windows, 6-over-6 would be sweeter. Coombs – Agrees with HSAB about 6-over-6 windows; it would provide a more cottage atmosphere. Believes the large maple is a Town tree. Agrees about a chimney; most houses on York Street have chimneys. Shutters should be green too. Oliver – Likes everything about it; okay with the 2-over-2 windows. Regarding the French doors, all houses have hedges at the end of the driveway and a hedge here would hide those doors. This is cute and appropriate. Pohl – He agrees with HSAB on the 6-over-6, but Ms. Oliver dissuaded him of that being a priority.			
Motion	Motion to Approve through staff with the north elevation right dormer to align between the two 1st-floor windows and the pane configuration to be 6-over-6 and the French doors to be 15-lights. (Camp)			
Roll-call Vote	Carried 4-0//Oliver, Coombs, Camp, and Pohl-aye		Certificate #	HDC2020-11-2218

19. Nina Ross 11-2303	10 Lincoln Street (Sias)	Hardscape	73.4.2/87	Jardins Intl.
Voting	Pohl, Coombs, Camp, Oliver, Thornewill			
Alternates	None			
Recused	None			
Documentation	Landscape design plans, site plan, photos, and advisory comments.			
Representing	Elisabeth O'Rourke, Jardins International			
Public	None			
Concerns (7:29)	O'Rourke – Presented project; deck is one step up from the patio. Backus – Read SAB comments: no details on framing of the deck: how tall off the grade, how constructed, and how it connects to the house. No concerns.			
Motion	Motion to Approve as submitted. (Oliver)			
Roll-call Vote	Carried 5-0//Thornewill, Coombs, Camp, Oliver, and Pohl-aye		Certificate #	HDC2020-11-2303

20. Martha Morris 11-2295	9 Dennis Drive	Rooftop solar panels	67/366	ACK Smart
Voting	Pohl, Coombs, Camp, Oliver, Thornewill			
Alternates	None			
Recused	None			
Documentation	Architectural elevation plans, site plan, photos, and manufacturer spec sheet.			
Representing	Tim Carruthers, ACK Smart			
Public	None			
Concerns (7:35)	Carruthers – Presented project; this is the second submission for this property; reviewed photos of test site for SolarSkin®; the roof is very dark grey, so the shadow and rims would be much less apparent here. Asked for a vote on this. Pohl – Looking at the photos, despite the solar panels have an applique plastic shingle panel, there is a huge shadow indicating there are panels on the roof. An asphalt roof is a matt finish, but this would be reflective; the texture will be very different. We are trying to make solar work within our guidelines; work is being done on solar roof shingles, which could solve a lot of problems. We can give you a denial, which can be appealed. Oliver – One of the main concerns of the solar guidelines is that panels are not on the main mass and not front; this is on both. The SolarSkins® need more finessing. If they were on the back or the west elevation, she could approve this. Camp – Agrees with Ms. Oliver; can't get past the fact this is on the front. Thornewill – This is on the street and thinks the panels will be clearly discernable. Coombs – This is visible and doesn't fit our guidelines in any way. Dennis Drive isn't a fast-moving street; this will be very visible and would set a precedent.			
Motion	Motion to Deny for reasons cited in the minutes. (Oliver)			
Roll-call Vote	Carried 5-0//Coombs, Camp, Thornewill, Oliver, and Pohl-aye		Certificate #	HDC2020-11-2295

CERTIFICATE OF APPROPRIATENESS

for structural work.

All blanks must be filled in using BLUE OR BLACK INK (no pencil) or marked N/A.

NOTE: It is strongly recommended that the applicant be familiar with the HDC guidelines, *Building with Nantucket in Mind*, prior to submittal of application. Please see other side for submittal requirements. Incomplete applications will not be reviewed by the HDC.

This is a contractual agreement and must be filled out in ink. An application is hereby made for issuance of a Certificate of Appropriateness under Chapter 395 of the Acts and Resolves of Mass., 1970, for proposed work as described herein and on plans, drawings and photographs accompanying this application and made a part hereof by reference.

The certificate is valid for three years from date of issuance. No structure may differ from the approved application. Violation may impede issuance of Certificate of Occupancy.

PROPERTY DESCRIPTION

TAX MAP N°: 67 PARCEL N°: 366

Street & Number of Proposed Work: 9 DENNIS DR

Owner of record: MARTHA MORRIS

Mailing Address: 9 DENNIS DR

NANTUCKET MA 02534

Contact Phone #: 508 697 7619 E-mail: morrisbw1@aol.com

AGENT INFORMATION (if applicable)

Name: ACK SMART

Mailing Address: 61 OLD SOUTH RD #500

NANTUCKET MA 02534

Contact Phone #: 701 323 6128 E-mail: solar@acksmart.com

FOR OFFICE USE ONLY

Date application received: 11/04/2020 Fee Paid: \$ 100

Must be acted on by: 12/26/2020

Extended to:

Approved: Disapproved: X

Chairman:

Member:

Member:

Member:

Member:

Notes - Comments - Restrictions - Conditions

Motion to Deny for reasons cited in the minutes

DESCRIPTION OF WORK TO BE PERFORMED

See reverse for required documentation.

☐ New Dwelling ☒ Addition ☐ Garage ☐ Driveway/Apron ☐ Commercial ☐ Historical Renovation ☐ Deck/Patio ☐ Steps ☐ Shed

☐ Color Change ☐ Fence ☐ Gate ☐ Hardscaping ☐ Move Building ☐ Demolition ☐ Revisions to previous Cert. No.

☐ Pool (Zoning District) ☐ Roof ☒ Other INSTALL 21 SOLAR PANELS WITH SOLAR SHIMS TO SOUTH ROOF

Size of Structure or Addition: Length: Sq. Footage 1st floor: Decks/Patio: Size: ☐ 1st floor ☐ 2nd floor

Width: Sq. footage 2nd floor: Size: ☐ 1st floor ☐ 2nd floor

Sq. footage 3rd floor:

Difference between existing grade and proposed finish grade: North South East West

Height of ridge above final finish grade: North South East West

Additional Remarks

Historic Name:

Original Date:

Original Builder:

Is there an HDC survey form for this building attached? ☐ Yes ☐ N/A

REVISIONS* 1. East Elevation

(describe) 2. South Elevation

3. West Elevation

4. North Elevation

*Cloud on drawings and submit photographs of existing elevations.

DETAIL OF WORK TO BE PERFORMED

Foundation: Height Exposed ☐ Block ☐ Block Parged ☐ Brick (type) ☐ Poured Concrete ☐ Piers

Masonry Chimney: ☐ Block Parged ☐ Brick (type) ☐ Other

Roof Pitch: Main Mass /12 Secondary Mass /12 Dormer /12 Other

Roofing material: ☒ Asphalt: ☐ 3-Tab ☐ Architectural

☐ Wood (Type: Red Cedar, White Cedar, Shakes, etc.)

Fence: Height:

Type:

Length:

Skylights (flat only): Manufacturer Rough Opening Size Location

Manufacturer Rough Opening Size Location

Gutters: ☐ Wood ☐ Aluminum ☐ Copper ☐ Leaders (material)

Leaders (material and size):

Sidewall: ☐ White cedar shingles ☐ Clapboard (exposure: inches) Front ☐ Side ☐

☐ Other

Trim: A. Wood ☐ Pine ☐ Redwood ☐ Cedar ☐ Other

B. Treatment ☐ Paint ☐ Natural to weather ☐ Other

C. Dimensions: Fascia Rake Soffit (Overhang) Corner boards Frieze

Window Casing Door Frame Columns /Posts: Round Square

Windows*: ☐ Double Hung ☐ Casement ☐ All Wood ☐ Other

☐ True Divided Lights(muntins), single pane ☐ SDL's (Simulated Divided Lights) Manufacturer

Doors* (type and material): ☐ TDL ☐ SDL Front Rear Side

Garage Door(s): Type Material

Hardscape materials: Driveways Walkways Walls

* Note: Complete door and window schedules are required.

COLORS

Sidewall Clapboard (if applicable) Roof

Trim Sash Doors

Deck Foundation Fence Shutters

* Attach manufacturer's color samples if color is not from HDC approval list.

I hereby authorize the agent named above to act on my behalf to make changes in the specifications or the plans contained in this application in order to bring the application into compliance with the HDC guidelines. I hereby agree to abide by and comply with the terms and conditions of this application. I hereby agree that the submission of any revisions to this application will initiate a new sixty-day review period.

Date 11/3/2020 Signature of owner of record Timothy Carter Signed under penalties of perjury



Planning and Land Use Services

2 Fairgrounds Road, Nantucket, Massachusetts 02554

Telephone: 508.325.7587, Fax: 508.228.7298

THIS CHECKLIST IS TO BE SUBMITTED WITH ALL HDC APPLICATIONS

REQUIRED WITH ALL APPLICATIONS:

- ☒ 1. Completed Application Form: Description of ALL work must be indicated on application form.
- ☒ 2. Property Owner's Signature: Current owner's signature preferred; if the agent is signing the application written authorization from the owner (letter, fax, email) must be provided.
- ☒ 3. Application Fee: See back of application for fee schedule or call the office.
- ☒ 4. Locus Map (4 copies): Location Map must include north arrow, parcel boundaries, primary and secondary streets. (Town GIS Map Site) <http://www.mapgeo.com/NantucketMA/>.
- ☒ 5. Site Plan (4 Copies): must include the following: lot dimensions, north arrow, all existing structures, proposed work (highlighted) with dimension to lot lines, scale, driveway, grade changes, and placement of HVAC units, electrical boxes, fuel tanks, etc.
- ☒ 6. 8-1/2" x 11" Copies of ALL Application Materials: Must include the following: application form (reduced 64%), locus map, plot plan, all elevations and floor plans, window schedule, photographs, other relevant supporting material. All material MUST BE LEGIBLE (font size no smaller than 12), collated and stapled.
- ☒ 7. Photographs: Required of ALL applications for alterations to an existing structure. Photographs must be clear and labeled with application address or contextual address.
- ☒ 8. Electronic submission: All documents submitted to the HDC office must also be converted to Adobe Acrobat format <http://www.adobe.com/pdf/>; this is free software that may have come pre-loaded on your computer. Electronic copies can also be created using the scanner located in the Department of Inspectional Services.

REQUIRED WHERE APPLICABLE :

- ☐ 1. Supplemental Information for Historic Buildings: It is the applicant's responsibility to research the historical status of any and ALL buildings. Additional information may be obtained from the Nantucket Historical Association Library. If not historic, denote on application.
- ☐ 2. Exterior Elevations and Floor Plans (4 copies): Must be 1/4-inch scale and include all affected sides of the building, cardinal points (N, S, E, W), dimensions, heights, floor and ceiling heights, elevations of finished grade, window details and placement of HVAC units, electrical boxes, fuel tanks, etc. *All changes from approved or existing design must be clouded on drawings.* All material MUST BE LEGIBLE, collated and stapled. Reduced sets should maintain a font size of 12.
- ☐ 3. As-Built Plans (1copy): of existing elevations
- ☐ 4. Hardscaping Plans (4 copies): To legible scale. This includes fences, decks, porches, arbors, retaining walls, tennis courts, swimming pool, driveways, gazebos etc. All material MUST BE LEGIBLE, collated and stapled.
- ☐ 5. Topographic Map: Must show existing and proposed grade for any change of more than one foot in height on grade. Retaining walls must be applied for separately (see hardscaping plan).
- ☐ 6. Door and Window Schedule (4 copies): Must include window type (true divided, simulated divided), number of lights, dimensions, materials, manufacturers type name and type number.
- ☐ 7. I UNDERSTAND THAT A TRUE DIVIDED LIGHT WINDOW/DOOR IS DEFINED AS MULTIPLE INDIVIDUAL SINGLE PANES OF GLASS (i.e., NOT DOUBLE-PANED OR INSULATED) ASSEMBLED IN THE SASH/DOOR USING MUNTINS.
(initial to indicate read and understand)
- ☐ 8. Abutter Notification Materials – Abutters list from Assessors Office, certified mail stubs, and a copy of letter are required for all applications for changes of 1000 square feet or more except in the Nantucket Historic Core and 'Sconset Historic Core where the requirement for new construction is 100 square feet.
- ☐ 9. Approvals from Planning Board, Zoning Board of Appeals, Conservation Commission etc.

Sent via email to: cflynn@nantucket-ma.gov
hdcsubmissions@nantucket-ma.gov

Cathy Flynn, Land Use Specialist
The Historic District Commission (HDC)
2 Fairgrounds Rd
Nantucket, MA 02554

Dear Ms. Flynn and the HDC,

I am the owner of the property located at 9 Dennis Drive.

Please accept this letter as my written authorization for ACK Smart Energy to act as my limited agent for the purpose of signing, submitting the application, and taking other required actions before the HDC for the approval(s) required to install a solar array and perform related electrical work on the above referenced property. ACK Smart Energy are authorized to perform such work on my property as the HDC approves.

Sincerely,

Signature	DocuSigned by:  1AFFB48A89F7432...
Name	<u>Martha Morris</u>
Date	<u>6/17/2020</u>



HISTORIC DISTRICT COMMISSION

2 Fairgrounds Road
Nantucket, Massachusetts 02554

Telephone: 508.325.7587
Email: hdcsubmissions@nantucket-ma.gov

COMMISSIONERS

Ray Pohl
Chairman

Diane Coombs
Vice-Chairman

Val Oliver

Abigail Camp

John McLaughlin

ASSOCIATE COMMISSIONERS

Stephen Welch

TJ Watterson

Jesse Dutra

STAFF

Cathy Flynn
Land Use Specialist
cflynn@nantucket-ma.gov

Waiver of the HDC 10 Day Hearing Requirement

I TIMOTHY CARROTHERS (ACK SUANT)

AS AGENT FOR MARTHA MORRIS

STREET ADDRESS 9 DENNIS DR

MAP/PARCEL 67/366

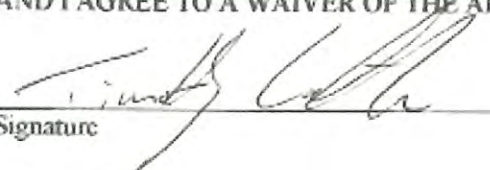
UNDERSTAND THAT THE ABOVE REFERENCED APPLICATION SUBMITTED ON

11/3/2020

WILL NOT BE REVIEWED BY THE HISTORIC DISTRICT COMMISSION, DUE TO THE COVID-19 PANDEMIC, WITHIN THE 10 DAY PERIOD AS REQUIRED BY:

SECTION 8 of the HDC enabling legislation: ... The Commission shall meet within ten (10) days of the receipt of an application for a certificate of appropriateness or permit for removal...

AND I AGREE TO A WAIVER OF THE ABOVE MENTIONED REQUIREMENT.

 11/3/2020
Signature Date



Planning and Land Use Services (PLUS) HISTORIC DISTRICT COMMISSION

Established 1955

2 Fairgrounds Road
Nantucket, Massachusetts 02554

Telephone: 508.325.7587

COMMISSIONERS

Ray Pohl
Chair

Diane Coombs
Vice Chair

Abigail Camp

Val Oliver

John McLaughlin

ASSOCIATE COMMISSIONERS

Stephen Welch

Jesse Dutra

Carrie Thornewill

STAFF

Cathy Flynn
Land Use Specialist
cflynn@nantucket-ma.gov

EXTENSION AGREEMENT

Date Signed: 11/3/2020

Map: 67 **Parcel** 366

Address of Property: 9 Dennis Dr

Applicant(s)/Owner(s)/Representative(s) Name:

Martha Morris

Scope of Work: solar roof array

A voluntary extension of the Nantucket Historic District Commission's ("HDC") action deadline on the above noted Application has been granted to the HDC by the above named Applicant(s)/Owner(s)/Representative(s) up to and including the following date:

January 06, 2021

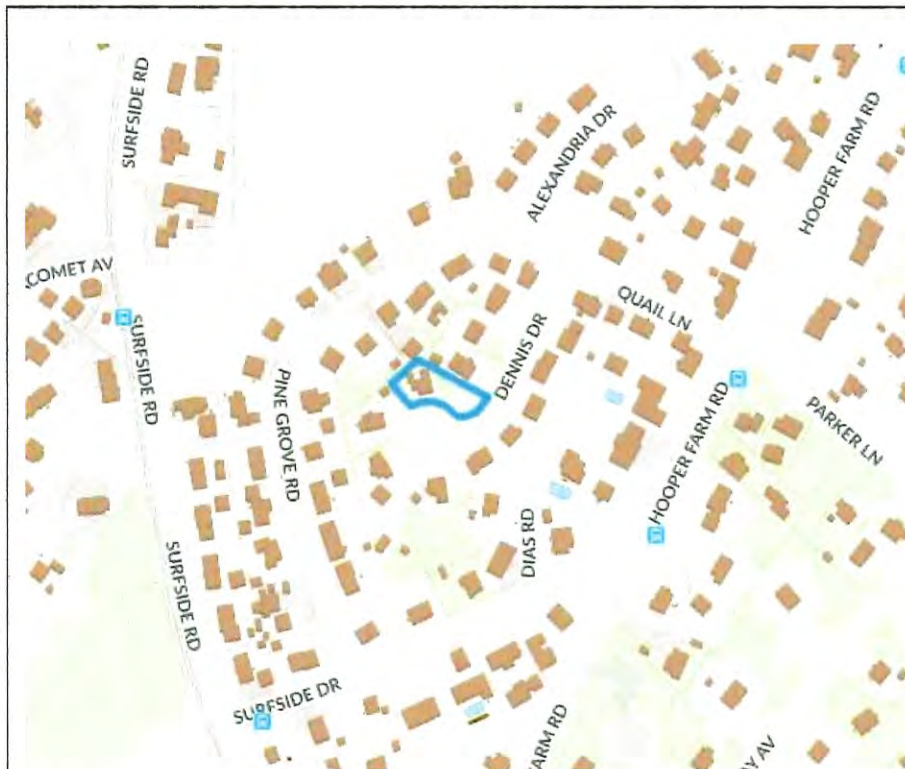
Month/day/year of extension termination

Timothy Carruthers

Signature of Applicant/Owner/Representative

Timothy Carruthers

Please print name of signatory



DENIED

HDC 2020 * 11 - 2205

ZONING CLASS: R10

Side/Rear setback: 10 ft

LOCUS MAP
SCALE: NOT TO SCALE

EXISTING DWELLING

PROPERTY BOUND

PROPOSED LOCATION OF
(21) SOLAR PV MODULES WITH
SOLAR SKINS TO MATCH ROOF
ON SOUTH ROOF

DENIED



Site Plan
Scale: 1" = 30' 0"



GIS & SITE PLAN

ROOFTOP Solar Array
6.83 kW DC, 7.6 kW AC

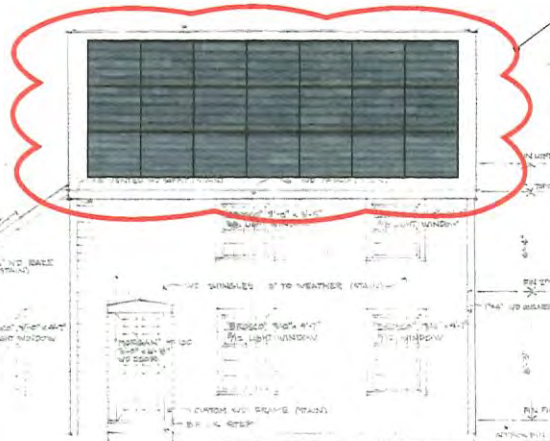
OWNER:	MORRIS, MARTHA
SITE ADDRESS:	9 DENNIS DR
CITY, STATE, ZIP:	NANTUCKET, MA 02554
MAP: 67	PARCEL: 366

REVISIONS	
MM/DD/YY	REMARKS
1 6/24/2020	Submitted for HDC & Permitting Review
2 7/13/2020	Updated for HDC review
3 11/2/2020	Updated for HDC review (showing example along at 12 Margaret Way)
4	
5	

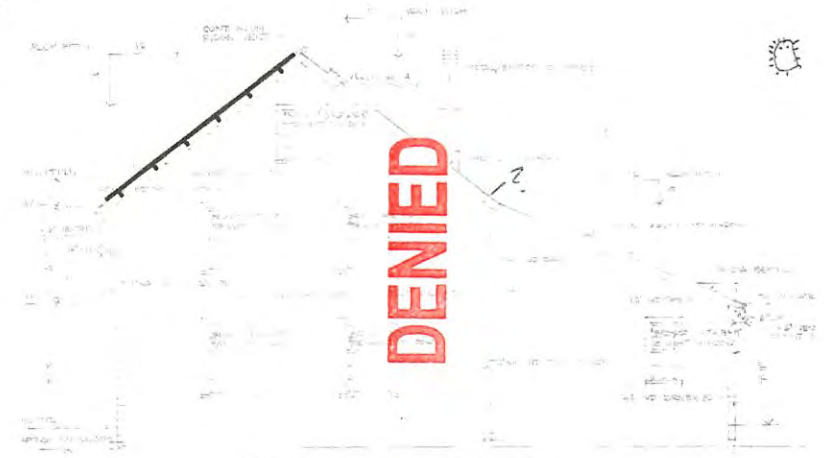
01

PV

PROPOSED INSTALLATION OF
(21) ALL BLACK SOLAR PV
MODULES TO SOUTH
ROOFTOP - WITH SOLAR
SKINS



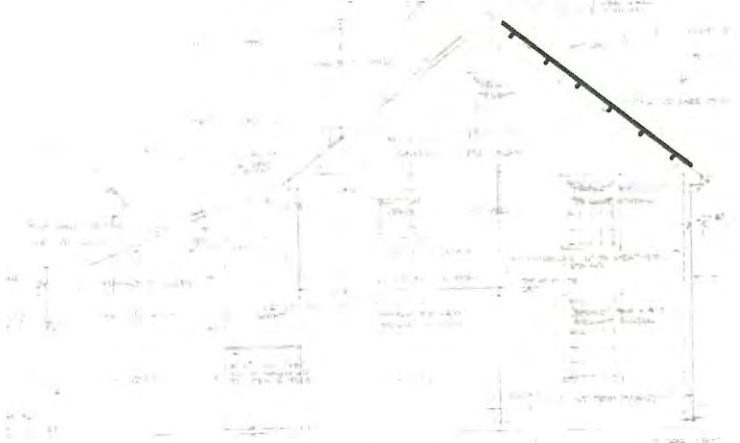
SOUTH ELEVATION



EAST ELEVATION

DENIED

HDC 2020 * 11 - 2295



WEST ELEVATION



Scale: 1/8" = 1' 0"



Proposed Elevations

ROOFTOP Solar Array
6.83 kW DC, 7.6 kW AC

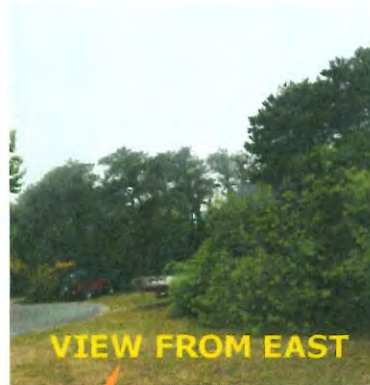
OWNER: MORRIS, MARTHA
SITE ADDRESS: 9 DENNIS DR
CITY, STATE, ZIP: NANTUCKET, MA 02554
MAP: 67 PARCEL: 366

REVISIONS

MM/DD/YY	REMARKS
1 9/24/2020	Submitted for HDC & Permitting Review
2 7/13/2020	Updated for HDC review
3 11/2/2020	Updated for HDC review (showing example signs at 12 Marguerite Way)
4	
5	

02
PV

DENIED
HDC 2020 • 11-2295



solar skin
by sistine solar

DENIED



Photos

ROOFTOP Solar Array
6.83 kW DC, 7.6 kW AC

OWNER:	MORRIS, MARTHA
SITE ADDRESS:	9 DENNIS DR
CITY, STATE, ZIP:	NANTUCKET, MA 02554
MAP: 67	PARCEL: 366

REVISIONS

MMDD/YY	REMARKS
1 6/24/2020	Submitted for HDC & Permitting Review.
2 7/13/2020	Updated for HDC review
3 11/2/2020	Updated for HDC review (showing example signs at 12 Margarets Way)
4	
5	

03

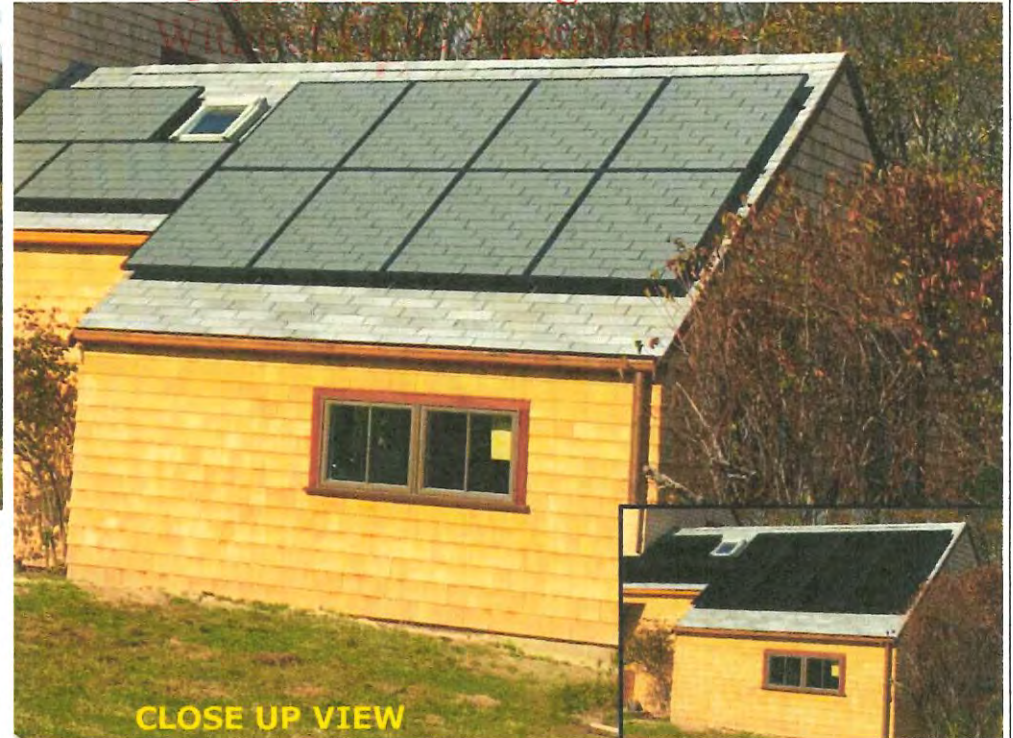
PV

HDC 2020 * 11 - 2295

DENIED



VIEW WITH SUN SHINING



CLOSE UP VIEW



VIEW WITH SUN BEHIND CLOUDS

DENIED



Solar Skins at 12 Margarets Wy

ROOFTOP Solar Array
6.83 kW DC, 7.6 kW AC

OWNER: MORRIS, MARTHA
SITE ADDRESS: 9 DENNIS DR
CITY, STATE, ZIP: NANTUCKET, MA 02554
MAP: 67 PARCEL: 366

REVISIONS

MM/DD/YY	REMARKS
1 6/24/2020	Submitted for HDC & Permitting Review
2 7/13/2020	Updated for HDC review
3 11/2/2020	Updated for HDC review (showing example skins at 12 Margarets Wy)
4	
5	

PV 04

SOLARSKIN

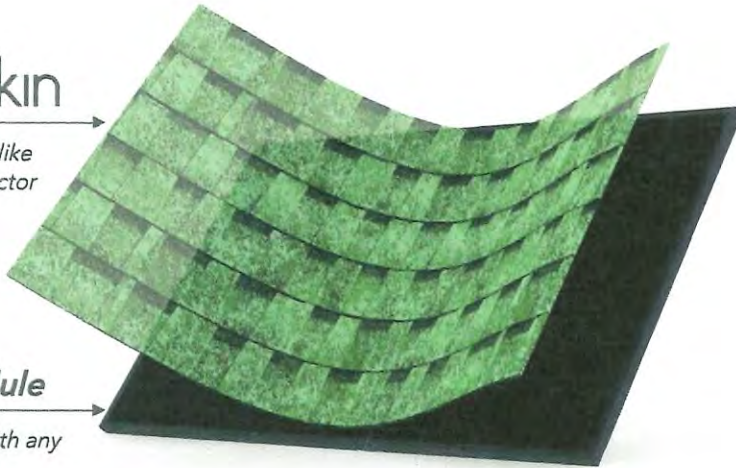
Designed by MIT engineers, SolarSkin is an aesthetic overlay that transforms the look of any solar panel. It can make the panel blend in with a homeowner's roof – no matter what color, pattern, or style.

solarskin

Easily applied like a screen protector

Solar Module

Compatible with any solar brand



Approved in HOAs and historic districts around the country

Franklin Trace
Neighborhood Association



HILTON HEAD
Lakes



LADERA LIFE



Additional Information: <https://www.sistinesolar.com/hoa>



SolarSkin

ROOFTOP Solar Array
6.83 kW DC, 7.6 kW AC

OWNER: MORRIS, MARTHA

SITE ADDRESS: 9 DENNIS DR

CITY, STATE, ZIP: NANTUCKET, MA 02554

MAP: 67 PARCEL: 366

REVISIONS

MM/DD/YY	REMARKS
1 6/24/2020	Submitted for HDC & Permitting Review
2 7/13/2020	Updated for HDC review
3 11/2/2020	Updated for HDC review (showing example signs at 12 Main Street WY)
4	
5	

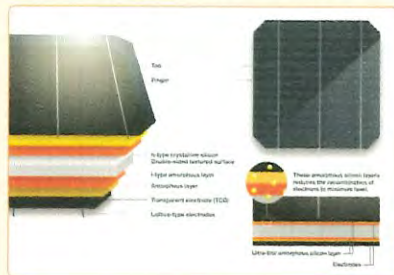
05

PV



N325K / N320K

Panasonic's unique heterojunction technology uses ultra-thin amorphous silicon layers. These thin dual layers reduce losses, resulting in higher energy output than conventional panels.



Panasonic HIT[®] Black is the brand new all-black module which features high efficiency 19.4%, industry leading temperature coefficient of -0.258% / °C and a sleek design. Powerful and aesthetically designed to make your roof look great.



Our competitive advantages



High Efficiency at High Temperatures
As temperature increases, HIT[®] continues to perform at high levels due to the industry leading temperature coefficient of -0.258% / °C. No other module even comes close to our temperature characteristics. That means more energy throughout the day.



25 Year Product and Performance Warranty**
Industry leading 25 year product workmanship and performance warranty is backed by a century old company- Panasonic. Power output is guaranteed to 90.76% after 25 years, far greater than other companies.



Quality and Reliability
Panasonic's vertical integration, 21 years of experience manufacturing HIT[®] and 20 internal tests beyond those mandated by current standards provides extreme quality assurance.



Higher Efficiency 19.4%
Enables higher power output and greater energy yields. HIT[®] provides maximum production for your limited roof space.



Low Degradation
HIT "N-type" cells result in extremely Low Light Induced Degradation (LID) and zero Potential Induced Degradation (PID) which supports reliability and longevity. This technology reduces annual degradation to 0.26% compare to 0.70% in conventional panels, guaranteeing more power for the long haul.



Enhanced Frame Design
A new 40mm frame increases durability and strength, being able to handle loads of up to 5400Pa. Also, the water drainage system gives rain water and snow melt a place to go, reducing water stains and soiling. Less dirt on the module means more sunlight getting through to generate power.

HIT[®] is a registered trademark of Panasonic Group



N325K / N320K

ELECTRICAL SPECIFICATIONS

Model	VHNS25K-A03	VHNS20K-A03
Rated Power (P _{max})	325W	320W
Maximum Power Voltage (V _{mp})	35.2V	34.7V
Maximum Power Current (I _{mp})	5.55A	5.44A
Open Circuit Voltage (V _{oc})	70.9V	70.0V
Short Circuit Current (I _{sc})	5.94A	5.89A
Temperature Coefficient (P _{max})	-0.258%/°C	-0.258%/°C
Temperature Coefficient (V _{oc})	-0.17%/°C	-0.16%/°C
Temperature Coefficient (I _{sc})	3.27mA/°C	3.21mA/°C
NOCT	44.0°C	44.0°C
CEC PTC Rating (Watt/m ²)	302.4	297.4
Cell Efficiency	21.3%	21.5%
Module Efficiency	19.4%	19.1%
Watts per Ft ²	18.02W	17.80W
Maximum System Voltage	600V	600V
Series Fuse Rating	15A	15A
Warranty Tolerance (%)	+10%/-0%	+10%/-0%

MECHANICAL SPECIFICATIONS

Model	VHNS25K-A03	VHNS20K-A03
Internal Bypass Diodes	4 Bypass Diodes	4 Bypass Diodes
Module Area	18.02 Ft ² (1.67m ²)	18.02 Ft ² (1.67m ²)
Weight	41.95 Lbs (18.9kg)	41.95 Lbs (18.9kg)
Dimensions LxWxH	62.4 x 41.3 x 1.4 (1594x1052x36mm)	62.4 x 41.3 x 1.4 (1594x1052x36mm)
Cable Length - Male/Female	40.2/40.2 in. (1022/1022 mm)	40.2/40.2 in. (1022/1022 mm)
Cable Size / Type	No. 12 AWG / PV Cable	No. 12 AWG / PV Cable
Connector Type	Multi-Connector Type IV (MC4 [®])	Multi-Connector Type IV (MC4 [®])
Static Wind / Snow Load	112 PSF (5400Pa)***	112 PSF (5400Pa)***
Pallet Dimensions LxWxH	43.3x43.3x4.8 in. (1100x1100x122mm)	43.3x43.3x4.8 in. (1100x1100x122mm)
Quantity per Pallet / Pallet Weight	24 pcs/1049 Lbs (476kg)	24 pcs/1049 Lbs (476kg)
Quantity per 40' Container	672 pcs	672 pcs
Quantity per 20' Container	336 pcs	336 pcs

Operating Conditions & Safety Ratings

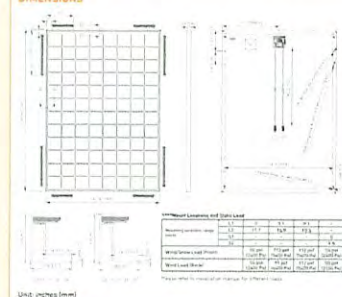
Model	VHNS25K-A03	VHNS20K-A03
Operating Temperature	-40°F to 147°F (-40°C to 65°C)	-40°F to 147°F (-40°C to 65°C)
Hot Spot/Hot Spot Voltage	1" x 1" (25mm x 25mm) at 62 mPa (20 mPa)	1" x 1" (25mm x 25mm) at 62 mPa (20 mPa)
Safety & Rating Certifications	UL 1703, UL, Certified by UL LLC, CEC, PSE, ISO 9001	UL 1703, UL, Certified by UL LLC, CEC, PSE, ISO 9001
Limited Warranty	25** by Workmanship and Power Output (Linear)***	25** by Workmanship and Power Output (Linear)***
Manufacturing Locations	USA and Malaysia	USA and Malaysia

NOTE: Standard Test Conditions: Air mass 1.5, irradiance = 1000W/m², cell temp. 25°C
 ** Maximum power at 25°C. For guaranteed conditions, please check our guarantee document.
 *** Installation must be completed through our website: www.panasonic-usa.com/hit within 60 days in order to receive warranty. For 100 year product workmanship, otherwise, product workmanship will be under 100 years.
 **** For year 1, after 2nd year 0.26% annual degradation to year 25.
 ***** Cell temp. 25°C, date 1, 2020/01/01.
 ***** Safety testing of 0.5% (500Pa) is not included with the module.
 NOTE: Specifications and information above may change without notice.

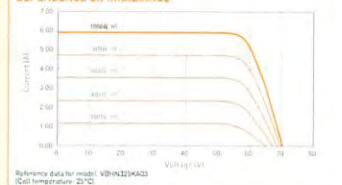
PERFORMANCE WARRANTY



DIMENSIONS



DEPENDENCE ON IRRADIANCE



CAUTION! Please read the installation manual carefully before using the products.
 Used electrical and electronic products must not be mixed with general household waste. For proper treatment, recovery and recycling of old products, please use them to appropriate collection points in accordance with your national legislation.

Panasonic

Panasonic Eco Solutions of North America
 Two Riverfront Plaza, 5th Floor, Newark, NJ 07102
panasonic.hit@us.panasonic.com
na.panasonic.com/us/solarpanels

All Rights Reserved © 2019 EXPHOSOLUT Panasonic Corporation
 Specifications are subject to change without notice.
 08/2017
 WJ1547420_2 14.11



pv module specifications

ROOFTOP Solar Array
 6.83 kW DC, 7.6 kW AC

OWNER: MORRIS, MARTHA
 SITE ADDRESS: 9 DENNIS DR
 CITY, STATE, ZIP: NANTUCKET, MA 02554
 MAP: 67 PARCEL: 366

REVISIONS

MM/DD/YY	REMARKS
1 6/24/2020	Submitted for HDC & Permitting Review
2 7/13/2020	Updated for HDC review
3 11/2/2020	Updated for HDC review (showing example skins at 12 Monogate Wy)
4	
5	

06

PV



HDC Appeal 1/27/21

Background Documents Rooftop Solar
previous submission:

HDC2020-06-1233

Hearing dates:

7/6/20, 8/3/20 and 8/10/20

14. Martha Morris	06-1233	9 Dennis Drive	Roof top solar	67-366	ACK Smart
Voting	Pohl, Coombs, Camp, Oliver, Welch				
Alternates	None				
Recused	None				
Documentation	Architectural elevation plans, site plan, photos, correspondence, and manufacturer spec sheet.				
Representing	Tim Carruthers, ACK Smart				
Public	None				
Concerns (time)	Carruthers – Presented project; read letter from the owner also signed by a neighbor; circa 1981. Oliver – She's concerned about the visibility from the cul de sac despite the mitigating circumstances. West elevation has a shed roof; asked if that might provide sufficient power for the structure. Camp – This is the same situation as Meadow Lane and it doesn't enhance the neighborhood. Coombs – This flies in the face of our guidelines; there's no way it can be disguised. We approved a land array at 300 Polpis Road that works very well; you need to use some imagination. Welch – Agrees with what's been said. This doesn't meet the guidelines - primary mass, visibility, etc.; depending on conditions, where we can disguise with screening we do, we try to make exceptions on a case-by-case basis; this would be hard. Pohl – It appears from the photos there is sufficient vegetation to screen the house from most angles except the front. Asked about the east-facing roof.				
Motion	Motion to Hold for revisions. (Coombs)				
Roll-call Vote	Carried 5-0//Welch, Camp, Oliver, Coombs, and Pohl-aye				Certificate #

15. Danielle Debenedictus	06-1237	1 Magnolia Avenue	Add dormers	73.3.1-123	Val Oliver
Voting	Pohl, Coombs, Camp, Welch				
Alternates	None				
Recused	Oliver				
Documentation	Architectural elevation plans, site plan, photos, historic documentation, and advisory comments.				
Representing	Val Oliver, V. Oliver design				
Public	None				
Concerns (7:52)	Oliver – Presented project; the Summer House; could drop the dormers. Backus – Read SAB comments: circa 1916; first 'Sconset Inn then The Moby Dick Inn; concern about what's happening at this time, if the dormers are going up; move the gable dormers off the ridge more and eaves to be even with windows lower; the proposed looks top heavy so could be shed. She doesn't agree with the idea of being shed dormers. Camp – Her first impression is the windows are swimming in the dormers; they should fill the dormers more. The middle dormer should be special. Coombs – She'd like to see the dormers come down; that would break up the length of the top ridge. Welch – Could lower the flanking dormers. The 1910 photo, the primary dormers is higher than the ridge. The 1920 photo shows the dormer with a decorative feature; would like that decorative element be added back in. Pohl – Agrees with SAB: if they are dropped the eaves will align and the structure will be less top heavy.				
Motion	Motion to Hold for revisions. (Coombs)				
Roll-call Vote	Carried 4-0//Welch, Camp, Coombs, and Pohl-aye				Certificate #
16. Josh LaPiene	06-1264	8 Essex Road	Addition	67-640	Val Oliver
Voting	Pohl, Coombs, Camp, Welch				
Alternates	None				
Recused	Oliver				
Documentation	Architectural elevation plans, site plan, and photos.				
Representing	Val Oliver, V. Oliver design				
Public	None				
Concerns (8:09)	Oliver – Presented project. Welch – It's appropriate; no concerns. Coombs – No concerns. Camp – No concerns.				
Motion	Motion to Approve as submitted. (Coombs)				
Roll-call Vote	Carried 5-0//Welch, Camp, Coombs, and Pohl-aye				Certificate # HDC2020-06-1264

CERTIFICATE NO. _____

DATE ISSUED _____

Application to the HISTORIC DISTRICT COMMISSION, Nantucket, Massachusetts, for a

CERTIFICATE OF APPROPRIATENESS

for structural work.

NOTE: It is strongly recommended that the applicant be familiar with the HDC guidelines. Building with Nantucket in Mind prior to submittal of application. Please see other side for submittal requirements. Incomplete applications will not be reviewed by the HDC.

This is a contractual agreement and must be filled out in ink. An application is hereby made for issuance of a Certificate of Appropriateness under Chapter 265 of the Acts and Resolves of Mass., 1970, for proposed work as described herein and on plans, drawings and photographs accompanying this application and made a part hereof by reference. The certificate is valid for three years from date of issuance. No structure may differ from the approved application. Violation may impede issuance of Certificate of Occupancy.

PROPERTY DESCRIPTION

TAX MAP N: 67 PARCEL N: 366
 Street & Number of Proposed Work: 7 DENNIS DR
 Owner of record: MARTHA MULLIS
 Mailing Address: 7 DENNIS DR
NANTUCKET MA 02554
 Contact Phone #: 508 697 7619 E-mail: martha.mullis@nolon.com

AGENT INFORMATION (if applicable)

Name: ACH SOUTHWAD
 Mailing Address: 61 OLD SOUTHWAD #500
NANTUCKET MA 02554
 Contact Phone #: 781 323 0112 E-mail: ach.southwad@nolon.com

FOR OFFICE USE ONLY

Date application received: _____ Fee Paid \$ _____
 Must be acted on by: _____
 Extended to: _____
 Approved: _____ Disapproved: _____
 Chairman: _____
 Member: _____
 Member: _____
 Member: _____
 Member: _____
 Notes - Comments - Restrictions - Conditions: _____

DESCRIPTION OF WORK TO BE PERFORMED

See reverse for required documentation.

☐ New Dwelling ☒ Addition ☐ Garage ☐ Driveway/Apron ☐ Commercial ☐ Historical Renovation ☐ Deck/Patio ☐ Steps ☐ Shed
☐ Color Change ☐ Fence ☐ Gate ☐ Hardscaping ☐ Move Building ☐ Demolition ☐ Revisions to previous Cert. No. _____
☐ Pool (Zoning District _____) ☐ Roof ☒ Other INSTALL 2" SOLAR PANNELS TO SOUTH ROOF TOP
 Size of Structure or Addition: Length: _____ Sq. Footage 1st floor: _____ Decks/Patio: Size: _____ 1st floor ☐ 2nd floor ☐
 Width: _____ Sq. Footage 2nd floor: _____ Size: _____ 1st floor ☐ 2nd floor ☐
 Sq. Footage 3rd floor: _____

Difference between existing grade and proposed finish grade: North _____ South _____ East _____ West _____
 Height of ridge above final finish grade: North _____ South _____ East _____ West _____

Additional Remarks

Historic Name: _____
 Original Date: _____
 Original Builder: _____
 Is there an HDC survey form for this building attached? ☐ Yes ☐ No

REVISIONS:

1. East Elevation
2. South Elevation
3. West Elevation
4. North Elevation

*Cloud on drawings and submit photographs of existing elevations.

DETAIL OF WORK TO BE PERFORMED

Foundation: Height Exposed _____ ☐ Block ☐ Block Parged ☐ Brick (type) _____ ☐ Poured Concrete ☐ Piers
 Masonry Chimney: ☐ Block Parged ☐ Brick (type) _____ ☐ Other _____
 Pitch: Main Mass _____/12 Secondary Mass _____/12 Dormer _____/12 Other _____
 Roofing material: ☒ Asphalt ☐ 3-Tab ☐ Architectural
☐ Wood (Type: Red Cedar, White Cedar, Shakes, etc.) _____

Fence: Height: _____
 Type: _____
 Length: _____

Lighting (flat only): Manufacturer _____ Rough Opening _____ Size _____ Location _____
 Manufacturer _____ Rough Opening _____ Size _____ Location _____
 Soffits: ☐ Wood ☐ Aluminum ☐ Copper ☐ Leaders (material) _____

Leaders (material and size)

Shingle: ☐ White cedar shingles ☐ Clapboard (exposure: _____ inches) Front ☐ Side ☐
☐ Other _____

Trim: A. Wood ☐ Pine ☐ Redwood ☐ Cedar ☐ Other _____
 B. Treatment ☐ Paint ☐ Natural to weather ☐ Other _____
 C. Dimensions: Fascia _____ Rake _____ Soffit (Overhang) _____ Corner boards _____ Frieze _____
 Window Casing _____ Door Frame _____ Columns/Posts: Round _____ Square _____

Windows: ☐ Double Hung ☐ Casement ☐ All Wood ☐ Other _____
☐ True Divided Lights (muntins), single pane ☐ SDL's (Simulated Divided Lights) Manufacturer _____

Shutters (type and material): ☐ TDL ☐ SDL Front _____ Rear _____ Side _____

Garage Door(s): Type _____ Material _____

Escape materials: Driveways _____ Walkways _____ Walls _____

Note: Complete door and window schedules are required.

COLORS

Wall _____ Clapboard (if applicable) _____ Roof _____
 Sash _____ Doors _____
 Foundation _____ Fence _____ Shutters _____

Attach manufacturer's color samples if color is not from HDC approval list.

I hereby authorize the agent named above to act on my behalf to make changes in the specifications or the plans contained in this application in order to bring the application into compliance with the HDC guidelines. I hereby agree to abide by and comply with the terms and conditions of this application. I hereby agree that the submission of this application will initiate a new sixty-day review period.

6/24/2020

Signature of owner of record _____

Signed under penalties of perjury

Sent via email to: cflynn@nantucket-ma.gov
hdcsubmissions@nantucket-ma.gov

Cathy Flynn, Land Use Specialist
The Historic District Commission (HDC)
2 Fairgrounds Rd
Nantucket, MA 02554

Dear Ms. Flynn and the HDC,

I am the owner of the property located at 9 Dennis Drive.

Please accept this letter as my written authorization for ACK Smart Energy to act as my limited agent for the purpose of signing, submitting the application, and taking other required actions before the HDC for the approval(s) required to install a solar array and perform related electrical work on the above referenced property. ACK Smart Energy are authorized to perform such work on my property as the HDC approves.

Sincerely,

Signature	DocuSigned by: <i>Martha Morris</i> 1AFFB4BAB9F7432...
Name	<u>Martha Morris</u>
Date	<u>6/17/2020</u>



Planning and Land Use Services
2 Fairgrounds Road, Nantucket, Massachusetts 02554
Telephone: 508.325.7587, Fax: 508.228.7298

THIS CHECKLIST IS TO BE SUBMITTED WITH ALL HDC APPLICATIONS

REQUIRED WITH ALL APPLICATIONS:

- ☒ 1. Completed Application Form: Description of ALL work must be indicated on application form.
- ☒ 2. Property Owner's Signature: Current owner's signature preferred; if the agent is signing the application written authorization from the owner (letter, fax, email) must be provided.
- ☒ 3. Application Fee: See back of application for fee schedule or call the office.
- ☒ 4. Locus Map (4 copies): Location Map must include north arrow, parcel boundaries, primary and secondary streets. (Town GIS Map Site) <http://www.mapgeo.com/NantucketMA/>.
- ☒ 5. Site Plan (4 Copies): must include the following: lot dimensions, north arrow, all existing structures, proposed work (highlighted) with dimension to lot lines, scale, driveway, grade changes, and *placement of HVAC units, electrical boxes, fuel tanks, etc.*
- ☒ 6. 8-1/2" x 11" Copies of ALL Application Materials: Must include the following: application form (reduced 64%), locus map, plot plan, all elevations and floor plans, window schedule, photographs, other relevant supporting material. All material MUST BE LEGIBLE (font size no smaller than 12), collated and stapled.
- ☒ 7. Photographs: Required of ALL applications for alterations to an existing structure. Photographs must be clear and labeled with application address or contextual address.
- ☒ 8. Electronic submission: All documents submitted to the HDC office must also be converted to Adobe Acrobat format <http://www.adobe.com/pdf/>; this is free software that may have come pre-loaded on your computer. Electronic copies can also be created using the scanner located in the Department of Inspectional Services.

REQUIRED WHERE APPLICABLE :

- ☐ 1. Supplemental Information for Historic Buildings: It is the applicant's responsibility to research the historical status of any and ALL buildings. Additional information may be obtained from the Nantucket Historical Association Library. If not historic, denote on application.
- ☐ 2. Exterior Elevations and Floor Plans (4 copies): Must be Y.-inch scale and include all affected sides of the building, cardinal points (N, S, E, W), dimensions, heights, floor and ceiling heights, elevations of finished grade, window details and placement of HVAC units, electrical boxes, fuel tanks, etc. *All changes from approved or existing design must be clouded on drawings.* All material MUST BE LEGIBLE, collated and stapled. Reduced sets should maintain a font size of 12.
- ☐ 3. As-Built Plans (1copy): of existing elevations
- ☐ 4. Hardscaping Plans (4 copies): To legible scale. This includes fences, decks, porches, arbors, retaining walls, tennis courts, swimming pool, driveways, gazebos etc. All material MUST BE LEGIBLE, collated and stapled.
- ☐ 5. Topographic Map: Must show existing and proposed grade for any change of more than one foot in height on grade. Retaining walls must be applied for separately (see hardscaping plan).
- ☐ 6. Door and Window Schedule (4 copies): Must include window type (true divided, simulated divided), number of lights, dimensions, materials, manufacturers type name and type number.
- ☐ 7. I UNDERSTAND THAT A TRUE DIVIDED LIGHT WINDOW/DOOR IS DEFINED AS MULTIPLE INDIVIDUAL SINGLE PANES OF GLASS (i.e., NOT DOUBLE-PANED OR INSULATED) ASSEMBLED IN THE SASH/DOOR USING MUNTINS.
(initial to indicate read and understand)
- ☐ 8. Abutter Notification Materials – Abutters list from Assessors Office, certified mail stubs, and a copy of letter are required for all applications for changes of 1000 square feet or more except in the Nantucket Historic Core and 'Sconset Historic Core where the requirement for new construction is 100 square feet.
- ☐ 9. Approvals from Planning Board, Zoning Board of Appeals, Conservation Commission etc.

Sent via email to: cflynn@nantucket-ma.gov
hdcsubmissions@nantucket-ma.gov

Cathy Flynn, Land Use Specialist
The Historic District Commission (HDC)
2 Fairgrounds Rd
Nantucket, MA 02554

Dear Ms. Flynn and the HDC,

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Sincerely,

Signature	DocuSigned by:  1AFF848A89F7432...
Name	<u>Martha Morris</u>
Date	<u>6/17/2020</u>



HISTORIC DISTRICT COMMISSION

2 Fairgrounds Road
Nantucket, Massachusetts 02554

Telephone: 508.325.7587
Email: hdcsubmissions@nantucket-ma.gov

COMMISSIONERS

Ray Pohl
Chairman

Diane Coombs
Vice-Chairman

Val Oliver

Abigail Camp

John McLaughlin

ASSOCIATE COMMISSIONERS

Stephen Welch

TJ Watterson

Jesse Dutra

STAFF

Cathy Flynn
Land Use Specialist
cflynn@nantucket-ma.gov

Waiver of the HDC 10 Day Hearing Requirement

I TIMOTHY CARROTHERS (ACK SURANT)

AS AGENT FOR MARTHA MORRIS

STREET ADDRESS 9 DENNIS DR

MAP/PARCEL 67/366

UNDERSTAND THAT THE ABOVE REFERENCED APPLICATION SUBMITTED ON

6/24/2020

WILL NOT BE REVIEWED BY THE HISTORIC DISTRICT COMMISSION, DUE TO THE
COVID-19 PANDEMIC, WITHIN THE 10 DAY PERIOD AS REQUIRED BY:

**SECTION 8 of the HDC enabling legislation: ... The Commission shall meet
within ten (10) days of the receipt of an application for a certificate of
appropriateness or permit for removal...**

AND I AGREE TO A WAIVER OF THE ABOVE MENTIONED REQUIREMENT.

Timothy Carothers 6/24/2020
Signature Date

July 1, 2020

Nantucket Historic District Commission
Mr. Ray Pohl, Chair
2 Fairgrounds Road
Nantucket, MA 02554



RE: 9 Dennis Drive, Solar panels

Dear Chair and Members:

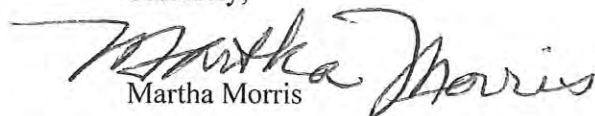
I respectfully request your permission for installation of a set of rooftop solar panels by AckSmart on my home at 9 Dennis Drive. As you may already know, Dennis Drive is a located in a modest, mid-island working class neighborhood located outside of the Old Historic District, and the road itself is a cul-de-sac which is not a thoroughfare to anywhere else. My home, 9 Dennis Drive, is located at the "turn around" end of it. As a result, there is very little traffic flow by the property apart from my neighbors, their families, and visitors.

The proposed solar panels are black and will be visually comparable to the current black asphalt-shingled roof; in fact the panels will "blend in" to the current roof. The house itself is not historic, having been built in 1981, and is sited amongst trees and bushes across from an "island" at the center of the turn-around so these panels will not adversely affect homes in the neighborhood. Indeed, the home which most directly faces my house and the proposed panels is that of Peter and Susan Sylvia, who, along with others in my neighborhood, support this application as evidenced below.

Finally, I feel that this is the right thing to do for the environment and our planet, and should be done is a case such as this where it can be done without harming the historic integrity of this special island. This may be just a small action against climate change, but is at least a step to prevent the ocean from rising and reclaiming it.

Thank you in advance for your kind consideration.

Sincerely,


Martha Morris

We undersigned neighbors support the Application as requested:


Susan Sylvia


Jenny Shugrue



EXISTING DWELLING

PROPOSED LOCATION OF
(21) ALL BLACK SOLAR PV
MODULES ON SOUTH
ROOF

PROPERTY
BOUND



LOCUS MAP
SCALE: NOT TO SCALE

ZONING CLASS: R10
Front Setback: 20 ft
Side/Rear setback: 10 ft

Site Plan
Scale: 1" = 30' 0"



GIS & SITE PLAN

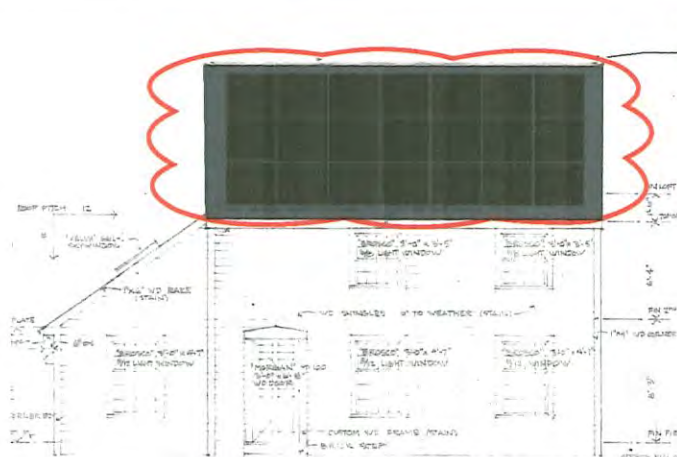
ROOFTOP Solar Array
6.83 kW DC, 7.6 kW AC

OWNER:	MORRIS, MARTHA
SITE ADDRESS:	9 DENNIS DR
CITY, STATE, ZIP:	NANTUCKET, MA 02554
MAP: 67	PARCEL: 366

REVISIONS	
MM/DD/YY	REMARKS
1 6/24/2020	Submitted for HDC & Permitting Review
2	
3	
4	
5	

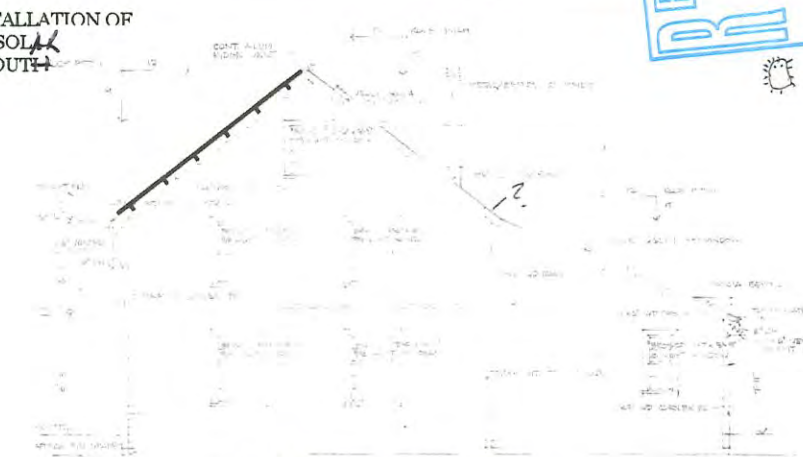
01
PV

RECEIVED
JUN 24 2020
BY

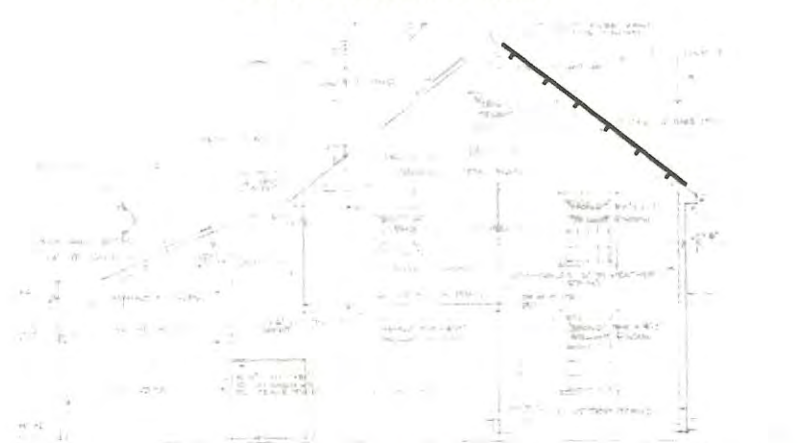


SOUTH ELEVATION

PROPOSED INSTALLATION OF
(21) ALL BLACK SOLAR
MODULES TO SOUTH
ROOFTOP



EAST ELEVATION



WEST ELEVATION

Scale: 1/8" = 1' 0"



Proposed Elevations

ROOFTOP Solar Array
6.83 kW DC, 7.6 kW AC

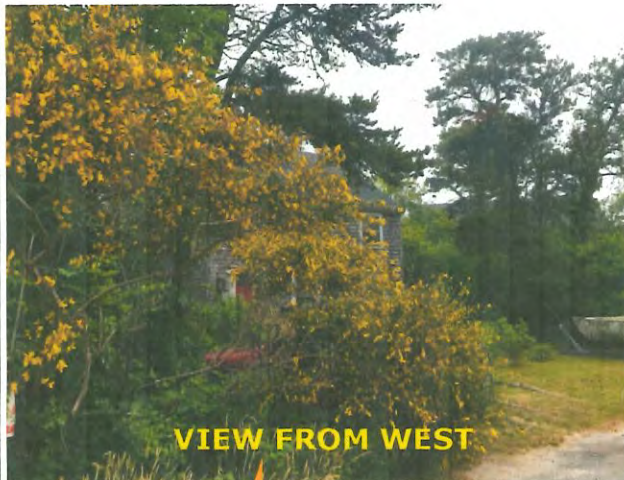
OWNER: MORRIS, MARTHA
SITE ADDRESS: 9 DENNIS DR
CITY, STATE, ZIP: NANTUCKET, MA 02554
MAP: 67 PARCEL: 366

REVISIONS

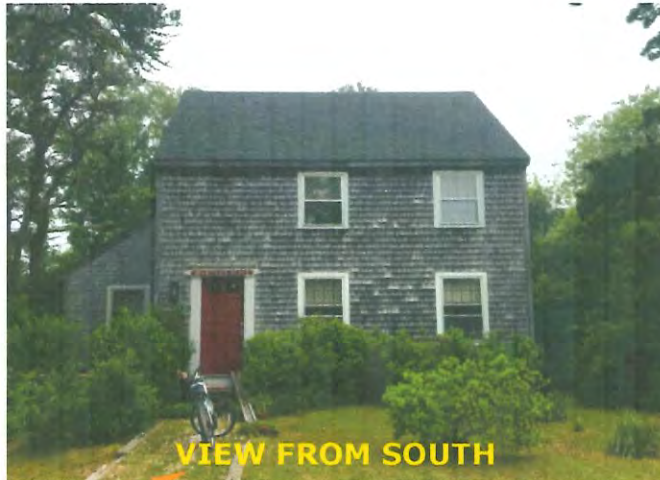
MM/DD/YY	REMARKS
6/24/2020	Submitted for HDC & Permitting Review

02

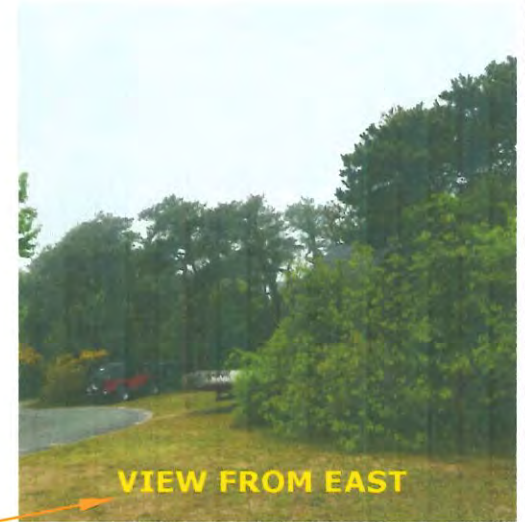
PV



VIEW FROM WEST



VIEW FROM SOUTH



VIEW FROM EAST



VIEW FROM SOUTH OF CUL DE SAC



Photos

ROOFTOP Solar Array
6.83 KWDC, 7.6 KWAC

OWNER:

MORRIS, MARTHA

SITE ADDRESS:

9 DENNIS DR

CITY, STATE, ZIP:

NANTUCKET, MA 02554

MAP: 67

PARCEL: 366

REVISIONS

MMDD/YY	REMARKS
1 6/24/20	Submitted for HDC & Permitting Review
2	
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4	
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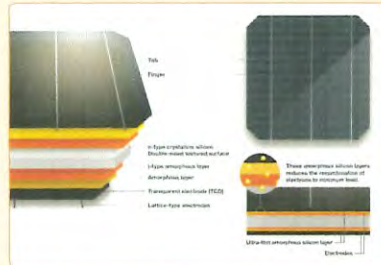
03

PV



N325K / N320K

Panasonic's unique heterojunction technology uses ultra-thin amorphous silicon layers. These thin dual layers reduce losses, resulting in higher energy output than conventional panels.



Panasonic HIT[®] Black is the brand new all-black module which features high efficiency 19.4%, industry leading temperature coefficient of -0.258%/°C and a sleek design. Powerful and aesthetically designed to make your roof look great.

Panasonic



Our competitive advantages



High Efficiency at High Temperatures
As temperature increases, HIT[®] continues to perform at high levels due to the industry leading temperature coefficient of -0.258%/°C. No other module even comes close to our temperature characteristics. That means more energy throughout the day.



25 Year Product and Performance Warranty**
Industry leading 25 year product workmanship and performance warranty is backed by a century old company- Panasonic. Power output is guaranteed to 90.76% after 25 years, far greater than other companies.



Quality and Reliability
Panasonic's vertical integration, 21 years of experience manufacturing HIT[®] and 20 internal tests beyond those mandated by current standards provides extreme quality assurance.



Higher Efficiency 19.4%
Enables higher power output and greater energy yields. HIT[®] provides maximum production for your limited roof space.



Low Degradation
HIT[®] N-type cells result in extremely Low Light Induced Degradation (LID) and zero Potential Induced Degradation (PID) which supports reliability and longevity. This technology reduces annual degradation to 0.26% compare to 0.70% in conventional panels, guaranteeing more power for the long haul.



Enhanced Frame Design
A new 40mm frame increases durability and strength, being able to handle loads of up to 5400Pa. Also, the water drainage system gives rain water and snow melt a place to go, reducing water stains and soiling. Less dirt on the module means more sunlight getting through to generate power.

HIT[®] is a registered trademark of Panasonic Group



N325K / N320K

ELECTRICAL SPECIFICATIONS

Model	VBHN325KAG3	VBHN320KAG3
Rated Power (P _{max})	325W	320W
Maximum Power Voltage (V _{mp})	59.2V	58.7V
Maximum Power Current (I _{mp})	5.55A	5.46A
Open Circuit Voltage (V _{oc})	70.9V	70.0V
Short Circuit Current (I _{sc})	5.94A	5.81A
Temperature Coefficient (P _{max})	-0.258%/°C	-0.258%/°C
Temperature Coefficient (V _{oc})	-0.170%/°C	-0.160%/°C
Temperature Coefficient (I _{sc})	3.27mA/°C	3.21mA/°C
NOCT	46.0°C	44.0°C
DEC PTC Rating (Tinted)	302.4	297.6
Cell Efficiency	21.9%	21.9%
Module Efficiency	19.4%	19.1%
Watts per Ft ²	18.03W	17.8W
Maximum System Voltage	600V	600V
Series Fuse Rating	15A	15A
Warranty Tolerance (L-I)	+10/-0.5%	+10/-0.5%

MECHANICAL SPECIFICATIONS

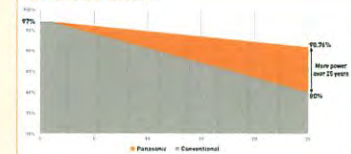
Model	VBHN325KAG3, VBHN320KAG3
Internal Bypass Diodes	4 Bypass Diodes
Module Area	18.82 Ft ² (1.67m ²)
Weight	41.89 Lbs (19kg)
Dimensions LxWxH	62.4 x 41.5 x 1.4 (1574x1023x36mm)
Cable Length / Metal Frame	40.2/42.2 in (1020/1070 mm)
Cable Size / Type	No. 12 AWG / PV Cable
Connector Type	Multi-Contact [®] Type IV (MC4) [™]
Static Wind / Snow Load	112 PSF (5400Pa)***
Pallet Dimensions LxWxH	60.3x42.7x48.5 in (1534x1084x1232 mm)
Quantity per Pallet / Pallet Weight	26 pcs/1058 Lbs (478 kg)
Quantity per 40' Container	672 pcs
Quantity per 20' Container	298 pcs

Operating Conditions & Safety Ratings

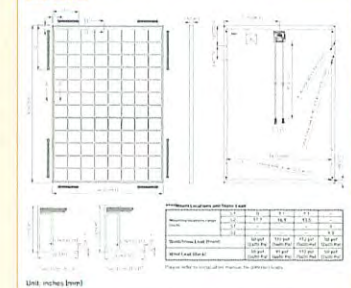
Model	VBHN325KAG3, VBHN320KAG3
Operating Temperature	-40°F to 180°F (-40°C to 80°C)
Heat Safety Impact Velocity	1" ballstone (22mm) at 52 mph (83km/h)
Safety & Rating Certifications	UL 1703, cUL, Complies by UL, LLC CEC, PSE, IEC, ISO9001
UL 1703 Fire Classification	Type 2
Limited Warranty	25** yrs Workmanship and Power Output Linear***
Manufacturing Locations	USA and Malaysia

NOTE: Standard Test Conditions: Air mass 1.5, Irradiance = 1000W/m², cell temp. 25°C
 *Maximum power at delivery. For guarantee conditions, please check our guarantee document
 **Installation must be completed through our website www.panasonic-usa.com within 60 days in order to receive warranty. No 25 year Product performance is limited to 25 years. Product life expectancy will be only 15-20 years.
 ***For year 10, after 2nd year 0.24% annual degradation to year 25.
 (STC, Cell Temp. 25°C, AM1.5, 1000W/m²)
 Safety locking clip (PV-SD4) is not supplied with this module.
 NOTE: Specifications and information subject to change without notice.

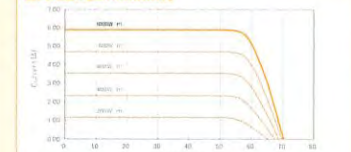
PERFORMANCE WARRANTY



DIMENSIONS



DEPENDENCE ON IRRADIANCE



Reference data for model: VBHN325KAG3
 (Cell temperature: 25°C)
 Δ CAUTION! Please read the installation manual carefully before using the products.
 Used electrical and electronic products must not be mixed with general household waste. For proper treatment, recovery and recycling of old products, please take them to applicable collection points in accordance with your national legislation.

Panasonic

Panasonic Eco Solutions of North America
 Two Riverfront Plaza, 5th Floor, Newark, NJ 07102
panasonic-hitsolar.panasonic.com
na.panasonic.com/us/solarpana

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 Some rights are subject to change without notice.
 08/01/17
 80/1742400_3.14.17



pv module specifications

ROOFTOP Solar Array
 6.83 kW DC, 7.6 kW AC

OWNER:

MORRIS, MARTHA

SITE ADDRESS:

9 DENNIS DR

CITY, STATE, ZIP:

NANTUCKET, MA 02554

MAP: 67

PARCEL: 366

REVISIONS

MM/DD/YY	REMARKS
6/6/2020	Submitted for HDC & Permitting Review

04

PV

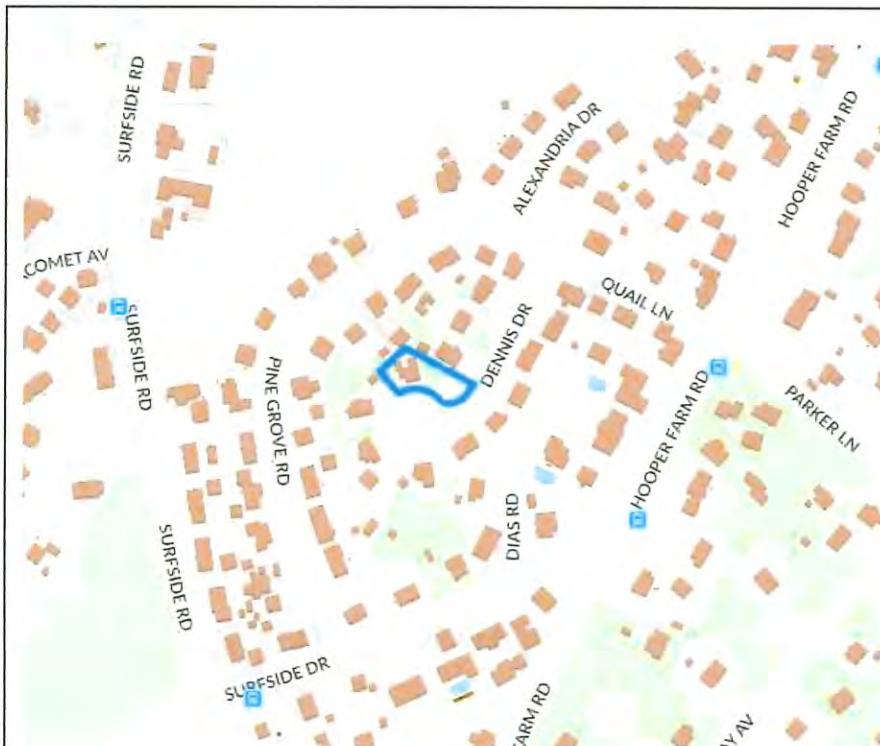
III. CONSENT WITH CONDITIONS

	<u>Property owner name</u>	<u>Street Address</u>	<u>Scope of work</u>	<u>Map/Parcel</u>	<u>Agent</u>
1.	Peter Riehl 07-1423	132 Miacomet Road	Pool and hardscape	81/6.5	David Troast
	• Pool must not be visible at time of inspection and in perpetuity				
2.	Peter Riehl 07-1393	132 Miacomet Road	Cabana	81/6.5	BPC
	• Due to lack of visibility				
3.	Audrey Sterk 07-1419	6 Marsh Hawk Lane	Pool	56/396	Julie Jordin
	• Pool must not be visible at time of inspection and in perpetuity				
Voting	Pohl, Coombs, Camp, Oliver, Dutra				
Alternates	Welch				
Recused	None				
Documentation	None				
Representing	None				
Public	None				
Concerns	No additional concerns.				
Motion	Motion to Approve per noted conditions. (Oliver)				
Roll-call Vote	Carried 5-0//Coombs, Camp, Dutra, Oliver, and Pohl-aye			Certificate #	HDC2020-07-(as noted)

IV. OLD BUSINESS

	<u>Property owner name</u>	<u>Street Address</u>	<u>Scope of work</u>	<u>Map/Parcel</u>	<u>Agent</u>
1.	Martha Morris 06-1233	9 Dennis Drive	Roof top solar	67/366	ACK Smart
Voting	Pohl, Coombs, Camp, Oliver, Welch				
Alternates	None				
Recused	None				
Documentation	Architectural elevation plans, site plan, photos, correspondence, and manufacturer spec sheet.				
Representing	Tim Carruthers, ACK Smart				
Public	None				
Concerns (4:41)	Carruthers – These are visible from in front of the property; propose to install “solar skin” onto the arrays; explained the skin. Explained why it looked like plastic where it is located inside. Pohl – There was one of these panels at the office; asked who saw it. It doesn’t look remotely like roof shingles; it looks like plastic. We should get the sample onto a roof to see it in place. McCarthy – The sample was from a solar application submitted by Timothy Holmes. Camp – One of her concerns is what the neighbors would see of this. She was going to say she’d like to give it a try; but Mr. Pohl’s comments stop her. Agrees about seeing it in place. Welch – He would also like to see the sample in place. He would love for these to work at least outside the old historic district (OHD). For that to work, he would need to see something from town counsel addressing when the warranty expires, what word craft would be needed to address when these skins start to delaminate and flake. He’d also like information about how these would weather the Island salty winds. Oliver – Agrees viewing the example would go a long way. The rendering doesn’t look right. Coombs – Agrees with what’s been said; this is contrary to the guidelines. It needs to be scrutinized before we allow it on the front of the roof.				
Motion	Motion to View with a sample on the roof of 9 Dennis Drive and information on durability. (Camp)				
Roll-call Vote	Carried 5-0//Coombs, Oliver, Welch, Camp, and Pohl-aye			Certificate #	

2.	Bartlett Farm House, LLC 05-1032	24 Bartlett Farm Road	New dwelling	65/86	Emeritus
Voting	Pohl, Coombs, Camp, Oliver				
Alternates	None				
Recused	None				
Documentation	Architectural elevation plans, site plan, and photos.				
Representing	Matt MacEachern, Emeritus Development				
Public	None				
Concerns (4:57)	MacEachern – Reviewed changes made per previous concerns; north elevation, could move the flanking windows in. Camp – North elevation, prefers the windows in the gable dormer be ganged; they look peculiar. No other concerns. Coombs – North elevation, the dormer is much wider than the windows, so they should be separated to fill the dormer; same with spacing of the windows in the gable forward. Oliver – Appreciates the changes. Would still prefer the south elevation faced Bartlett Farm Road. Pohl – He’s okay with the revisions. He’s not loving the north elevation gable-forward window configuration but it’s okay.				
Motion	Motion to Approve through staff with the north elevation gable forward outer windows to move more center and the dormer windows to have a solid mullion between the windows. (Coombs)				
Roll-call Vote	Carried 3-1//Oliver-nay; Camp, Coombs, and Pohl-aye			Certificate #	HDC2020-05-1032



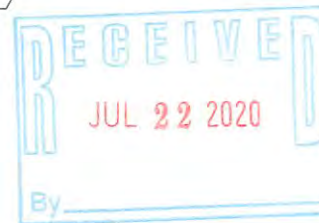
LOCUS MAP
SCALE: NOT TO SCALE

ZONING CLASS: R10
Front Setback: 20 ft
Side/Rear setback: 10 ft

EXISTING
DWELLING

PROPOSED LOCATION OF
(21) ALL BLACK SOLAR PV
MODULES ON SOUTH ROOF

PROPERTY
BOUND



Site Plan
Scale: 1" = 30' 0"



GIS & SITE PLAN

ROOFTOP Solar Array
6.83 kW DC, 7.6 kW AC

OWNER:	MORRIS, MARTHA
SITE ADDRESS:	9 DENNIS DR
CITY, STATE, ZIP:	NANTUCKET, MA 02554
MAP: 67	PARCEL: 366

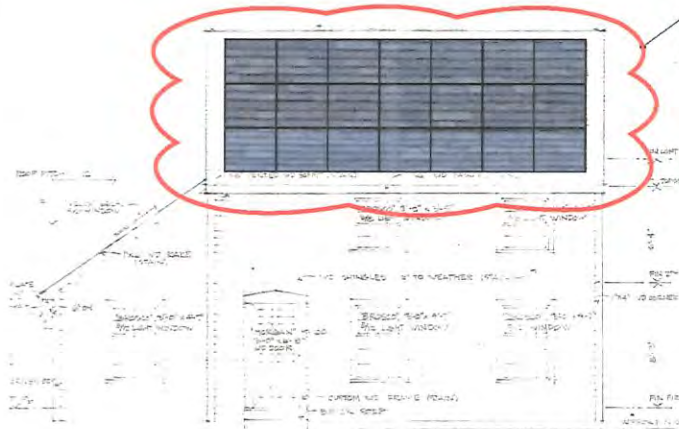
REVISIONS

MMDDYY	REMARKS
1 6/24/2020	Submitted for HDC & Permitting Review
2 7/13/2020	Updated for HDC review
3	
4	
5	

01

PV

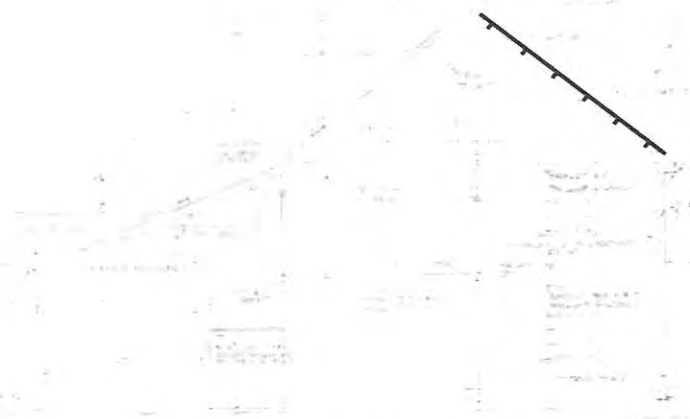
PROPOSED INSTALLATION OF
(21) ALL BLACK SOLAR PV
MODULES TO SOUTH
ROOFTOP - WITH SOLAR
SKINS



SOUTH ELEVATION



EAST ELEVATION



WEST ELEVATION

Scale: 1/8" = 1' 0"



Proposed Elevations

ROOFTOP Solar Array
6.83 KW DC, 7.6 KW AC

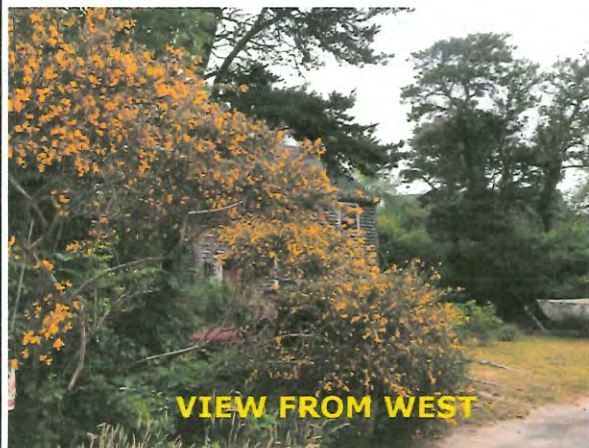
OWNER: MORRIS, MARTHA
SITE ADDRESS: 9 DENNIS DR
CITY, STATE, ZIP: NANTUCKET, MA 02554
MAP: 67 PARCEL: 366

REVISIONS

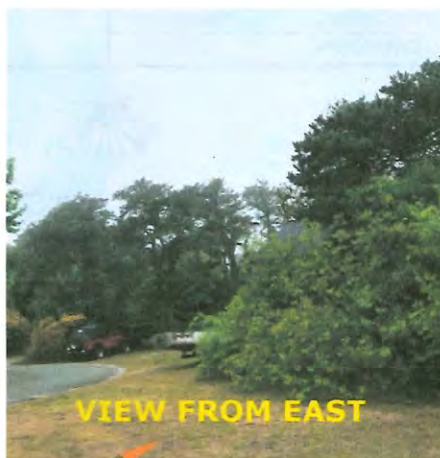
MMDDYY	REMARKS
1 6/24/2020	Submitted for HDC & Permitting Review
2 7/13/2020	Updated for HDC review
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4	
5	

02

PV



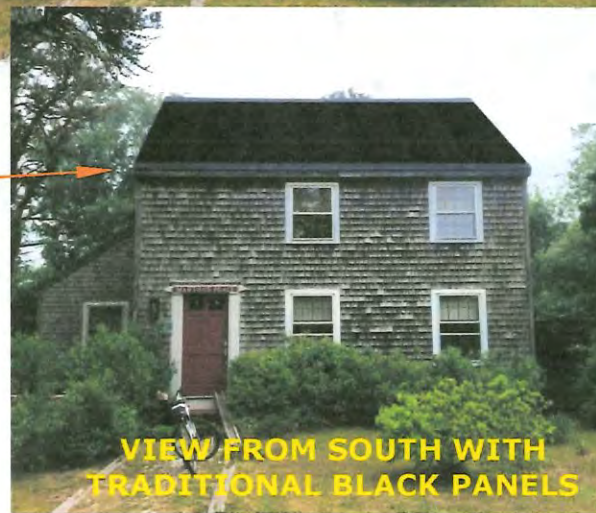
VIEW FROM WEST



VIEW FROM EAST



VIEW FROM SOUTH WITH SOLAR SKINS



VIEW FROM SOUTH WITH
TRADITIONAL BLACK PANELS



Photos

ROOFTOP Solar Array
6.83 KW DC, 7.6 KW AC

OWNER: MORRIS, MARTHA
SITE ADDRESS: 9 DENNIS DR
CITY, STATE, ZIP: NANTUCKET, MA 02554
MAP: 67 PARCEL: 366

REVISIONS

MMDDYY	REMARKS
1 06/16/20	Submitted for HDC & Permitting Review
2 7/13/2020	Updated for HDC review
3	
4	
5	

03
PV

SOLARSKIN

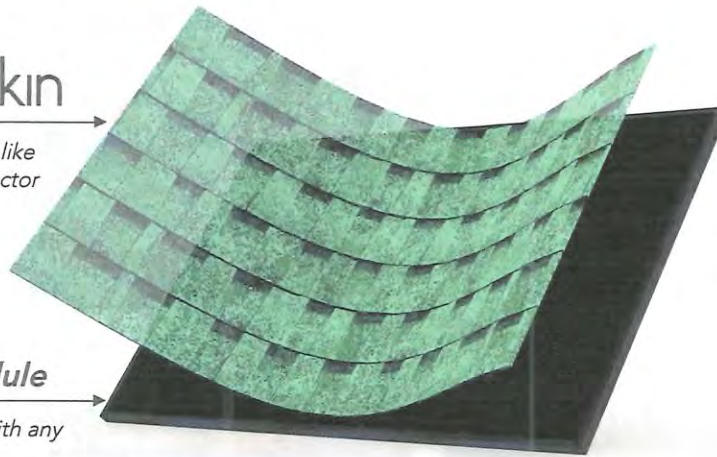
Designed by MIT engineers, SolarSkin is an aesthetic overlay that transforms the look of any solar panel. It can make the panel blend in with a homeowner's roof – no matter what color, pattern, or style.

solarskin

Easily applied like a screen protector

Solar Module

Compatible with any solar brand



Approved in HOAs and historic districts around the country

Franklin Trace
Neighborhood Association



HILTON HEAD
Lakes



LADERA LIFE



Additional Information: <https://www.sistinesolar.com/hoa>



SolarSkin

ROOFTOP Solar Array
6.83 kW DC, 7.6 kW AC

OWNER:

MORRIS, MARTHA

SITE ADDRESS:

9 DENNIS DR

CITY, STATE, ZIP:

NANTUCKET, MA 02554

MAP: 67

PARCEL: 366

REVISIONS

MM/DD/YYYY	REMARKS
6/24/2020	Submitted for HDC & Permitting Review
7/13/2020	Updated for HDC review

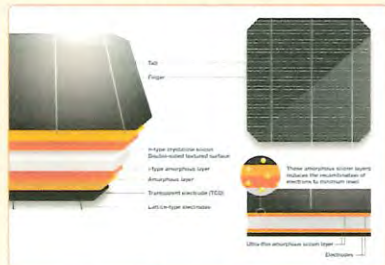
04

PV



N325K / N320K

Panasonic's unique heterojunction technology uses ultra-thin amorphous silicon layers. These thin dual layers reduce losses, resulting in higher energy output than conventional panels.



Panasonic HIT® Black is the brand new all-black module which features high efficiency 19.4%, industry leading temperature coefficient of $-0.258\%/^{\circ}\text{C}$ and a sleek design. Powerful and aesthetically designed to make your roof look great.



Our competitive advantages



High Efficiency at High Temperatures
As temperature increases, HIT® continues to perform at high levels due to the industry leading temperature coefficient of $-0.258\%/^{\circ}\text{C}$. No other module even comes close to our temperature characteristics. That means more energy throughout the day.



25 Year Product and Performance Warranty**
Industry leading 25 year product workmanship and performance warranty is backed by a century old company- Panasonic. Power output is guaranteed to 90.76% after 25 years, far greater than other companies.



Quality and Reliability
Panasonic's vertical integration, 21 years of experience manufacturing HIT® and 20 internal tests beyond those mandated by current standards provides extreme quality assurance.



Higher Efficiency 19.4%
Enables higher power output and greater energy yields. HIT® provides maximum production for your limited roof space.



Low Degradation
HIT "N-type" cells result in extremely Low Light Induced Degradation (LID) and zero Potential Induced Degradation (PID) which supports reliability and longevity. This technology reduces annual degradation to 0.26% compare to 0.70% in conventional panels, guaranteeing more power for the long haul.



Enhanced Frame Design
A new 40mm frame increases durability and strength, being able to handle loads of up to 5400Pa. Also, the water drainage system gives rain water and snow melt a place to go, reducing water stains and soiling. Less dirt on the module means more sunlight getting through to generate power.

HIT® is a registered trademark of Panasonic Group



N325K / N320K

ELECTRICAL SPECIFICATIONS

Model	VBHN25K0A0	VBHN20K0A0
Rated Power (Pmax)	325W	320W
Maximum Power Voltage (Vmp)	59.2V	58.7V
Maximum Power Current (Imp)	5.50A	5.46A
Open Circuit Voltage (Voc)	70.9V	70.2V
Short Circuit Current (Isc)	5.94A	5.89A
Temperature Coefficient (Pmax)	-0.268%/°C	-0.268%/°C
Temperature Coefficient (Voc)	-0.17%/°C	-0.16%/°C
Temperature Coefficient (Isc)	0.27%/°C	0.27%/°C
NOCT	44.0°C	44.0°C
IEC 61215 Rating (Pmax)	202 A	207 A
Cell Efficiency	21.8%	21.5%
Module Efficiency	19.4%	19.1%
Watts per Ft²	18.03W	17.8W
Maximum System Voltage	600V	600V
Series Fuse Rating	15A	15A
Warranty Tolerance (1-A)	+10%/-0%	+10%/-0%

MECHANICAL SPECIFICATIONS

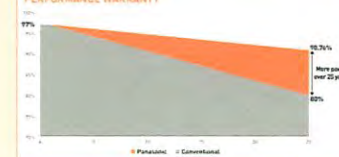
Model	VBHN25K0A0	VBHN20K0A0
Interconnect System	4-Busbar System	
Module Area	16.20 Ft² (1.50m²)	
Weight	41.89 Lbs (19kg)	
Dimensions (LxWxH)	62.2 x 41.5 x 1.3 (1594x1052x34mm)	
Cable Length (V-Max) / Fuse	40.24/2.2 m (132/7.2ft)	
Cable Size / Type	No. 12 AWG / PV Cable	
Connector Type	Multi-Contact® Type W (MC4™)	
Static Wind / Snow Load	112 PSF (5420Pa)***	
Pallet Dimensions (LxWxH)	15.24x3.74x3.0 m (50x12x10ft)	
Quantity per Pallet / Pallet Weight	63.74/2,244 Lbs (1,020kg)	
Quantity per 40' Container	472 pcs	
Quantity per 20' Container	236 pcs	

Operating Conditions & Safety Ratings

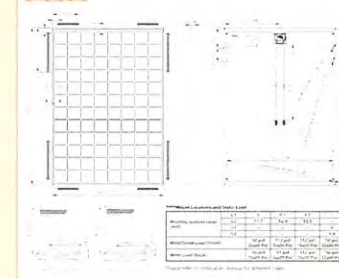
Model	VBHN25K0A0	VBHN20K0A0
Operating Temperature	-40°F to 167°F (-40°C to 60°C)	
Hail Safety Impact Velocity	1" hailstone (20mm) at 32 mph (52m/s)	
Safety & Rating Certifications	UL 1703, IEC 61215, Certified by UL, IEC, CE, PSE, G9001	
UL 1703 Fire Classification	Type 2	
Limited Warranty	25** Yrs Workmanship and Power Output (Uncert)**	
Manufacturing Locations	USA and Malaysia	

NOTE: Standard Test Conditions: Air Mass 1.5, irradiance = 1000W/m², cell temp. 25°C
 * Maximum power at diversity. For quantity conditions, please check our quantity document.
 ** Installation must be completed through our website www.panasonicusa.com/warranty within 60 days in order to receive warranty from 25 year Product workmanship. Otherwise, Product Workmanship will be 10 years (10 years).
 *** For year 17% after 25 year 0.26% annual degradation to year 25.
 **** Cell temp. 25°C, AM 1.5, 1000W/m².
 Safety warning (UL 1703 G9001) is not included with this module.
 NOTE: Specifications are subject to change without notice.

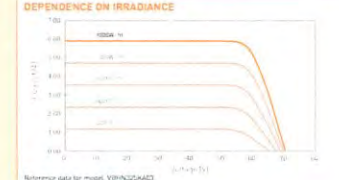
PERFORMANCE WARRANTY



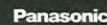
DIMENSIONS



DEPENDENCE ON IRRADIANCE



CAUTION! Please read the installation manual carefully before using the products.
 Used electrical and electronic products must not be mixed with general household waste. For proper treatment, recovery and recycling of old products, please take them to designated collection points in accordance with your national legislation.



Panasonic Eco Solutions of North America
 Two Riverfront Plaza, 5th Floor, Newark, NJ 07102
panasonicitf.com
na.panasonic.com/us/solarpanels

All Rights Reserved © 2019 COPYRIGHT Panasonic Corporation
 Specifications are subject to change without notice.
 06/2019
 HSTAN2019_3_14_11



pv module specifications

ROOFTOP Solar Array
 6.83 KW DC, 7.6 KW AC

OWNER:	MORRIS, MARTHA
SITE ADDRESS:	9 DENNIS DR
CITY, STATE, ZIP:	NANTUCKET, MA 02554
MAP: 67	PARCEL: 366

REVISIONS

NO.	REVISIONS
1	MMCOVY Submitted for HEC & Permitting Review
2	7/19/2020 Updated for HEC review
3	
4	
5	
6	

05
 PV

13. Martha Morris	06-1233	9 Dennis Drive	Roof top solar	67/366	ACK Smart
Voting	Coombs, Camp, Oliver, Welch				
Alternates	None				
Recused	None				
Documentation	Architectural elevation plans, site plan, photos, manufacturer spec sheet, and <i>Building with Nantucket in Mind</i> (BWNIM)				
Representing	Tim Carruthers, ACK Smart				
	Senthil Balasubramanian; CEO of Sistine Solar				
Public	None				
Concerns (7:27)	Carruthers – This was held to view a panel with the skin, but we felt one panel with the skin would not show the technology to its best. Proposed that the board approve this as a pilot case for the panels with the skin; then the Commission could view it. Feels this would be a good pilot due to its location in the cul de sac. We will look for a project that is less visible as a pilot. We are taking the long-term view and want to do what's right for the Island. Balasubramanian – Reviewed information on SolarSkin technology and photos in real-life situations. Can do any color of shingles Addressed durability of SolarSkin; it is feasible to replace a failing skin with new skin. The skins are made to go on the face of the panels; we don't cover the gaps between planes for durability purposes; also, the cost becomes prohibitive for a residence. He can send videos showing the full real-life effect. Welch – Appreciates the perseverance. The concept of a sample was reasonable, legitimate and necessary; it might not show the product in the best light but would help us to make an informed decision. This is on the front of a primary structure in a highly visible location, which contradicts our guidelines. Another element is that prior to approval of a new type of material, which is intended to screen an otherwise unapprovable element, suggests we consult Town Counsel to determine how a pilot project would be addressed if, in this instance, the film were not successful and the panels were then exposed; or, the film failed and had to be remediated. If it is successful, he would be a huge supporter of the skins in certain locations. Given questions about how it would be remedied should it fail, suggested that an oblique roof would be a better location for a pilot. He has to oppose this. One hurdle to overcome is the band around each panel that film will not cover; asked if the overlay could read as one solid panel to eliminate the black line bevel. The visibility of our roofs is a primary aspect of what we see, listed in BWNIM as an important element in of itself. Asked the useful lifecycle of the panels (25 years). Seeing it in real life might make a difference; if it does, this could be the "silver bullet." Oliver – Agrees with Mr. Welch. We did a pilot with Dow solar shingles; Dow gave us a presentation and we did a test case on Dukes Road; everyone concurs that it did not look at all how it was presented. We really do need a sample to move toward or away from this as a solution. Camp – Agrees; if we are going to do a pilot, it shouldn't be on the front. She's not willing to risk putting this on the front. If it works, it would be great. She would prefer a pilot project where it isn't visible. Coombs – Our guidelines do not allow solar on the front of the building. Once this is up, it will lead to similar applications. Agrees with what's been said. Suggested finding another location for a pilot where it isn't visible. Our charge is to protect Nantucket the best we can. Suggest a withdrawal without prejudice.				
Motion	No motion.				
Roll-call Vote	N/A			Certificate #	

14. Ian MacKenzie	07-1293	4 Howard Court	Hardscape: walls, fence, drwy	42.3.4/36	David Bartsch
Voting	Coombs, Camp, Oliver, Welch, Dutra				
Alternates	None				
Recused	None				
Documentation	Landscape design plans, site plan, photos, and advisory comments.				
Representing	David Bartsch				
Public	None				
Concerns (7:58)	Oliver – She viewed this and has no concerns. Consensus.				
Motion	Motion to Approve as submitted. (Oliver)				
Roll-call Vote	Carried unanimously//Camp, Dutra, Welch, Oliver, and Coombs-aye			Certificate #	HDC2020-07-1293

Cathy Flynn

From: Senthil Balasubramanian <senthil@sistinesolar.com>
Sent: Tuesday, August 11, 2020 8:43 AM
To: Cathy Flynn; Holly Backus
Cc: ACK Smart Solar
Subject: Re: Additional attendee for item 13 on tonights HDC Zoom meeting
Attachments: Sistine Solar Presentation to Nantucket HDC_08.10.2020.pdf

Hi Cathy, Holly,

Thank you for having me on the meeting yesterday, I very much appreciated the opportunity to share our SolarSkin technology with the HDC. The commission members had asked me to share a copy of the examples I presented yesterday, which I am including here. Could you kindly share this with them?

Attached you will find a copy of the intro presentation. Additionally, below are footages and examples of our work:

1. Hubbardston, MA installation showcased on Lifetime TV's *Designing Spaces* [here](#)
2. Takoma Park Historic District in DC: approval [here](#) and Washington Post feature story [here](#)
3. Hot Springs Historic District in SD: NBC coverage [here](#)

Please feel free to let me know if I can provide anything else.

Best,
Senthil

Senthil Balasubramanian

CEO & Founder

M: (203) 685-0524

E: senthil@sistinesolar.com | www.sistinesolar.com

444 Somerville Ave | Somerville, MA 02143

On Mon, Aug 10, 2020 at 4:17 PM ACK Smart Solar <solar@acksmart.com> wrote:

Cathy/Holly,

When item 13 comes up this evening can you please let Senthil Balasubramanian into the Zoom call. He will be representing Sistine Solar (designer of solar skins).

Thank you,

Tim.

Tim Carruthers
ACK Smart Energy
781-325-6128

VIEWED AT 8/10/20 HDC MTG
RECVD VIA EMAIL 8/11/20
FROM SENTHIL BALASUBRAMANIAN, SISTINE SOLAR

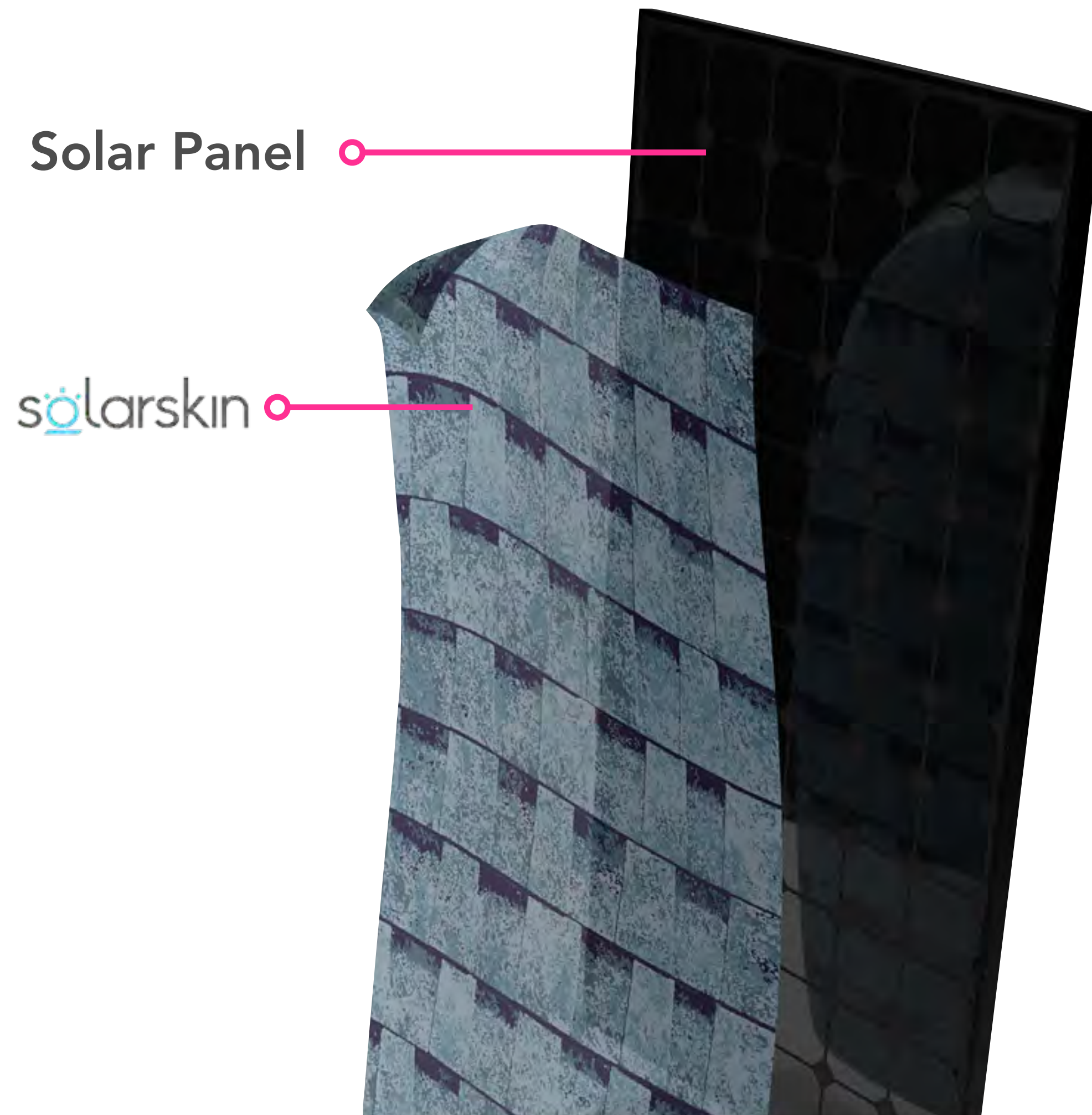
sistine solar
accelerating solar adoption through design

Presentation to Nantucket HDC
August 2020

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NO UNAUTHORIZED USE OR DISTRIBUTION IS PERMITTED.

THE SOLARSKIN TECHNOLOGY

SolarSkin: The Technology



SolarSkin is a patented graphic overlay that can be applied to any traditional solar panel to transform its visual appearance. The graphic is 100% customizable, able to feature roofing patterns, imagery, or custom artwork, in an unparalleled range of colors.

Traditional Solar



sölar skin
by sistine sölar



Featured on Lifetime TV

*Hubbardston, MA - 5.3KW
Architectural Shingle in Emerald*

Example Approvals: HOAs and Historic Districts



Why SolarSkin



STYLISH

the world's most elegant solar that blends in with any roof — no matter what color, pattern, or style



PANEL PROTECTION

extend the life of your solar array with the protective power of SolarSkin developed by MIT engineers



GLARE REDUCTION

minimize the harsh glare and glint that traditional solar panels exhibit

DEEPLY TESTED TECHNOLOGY

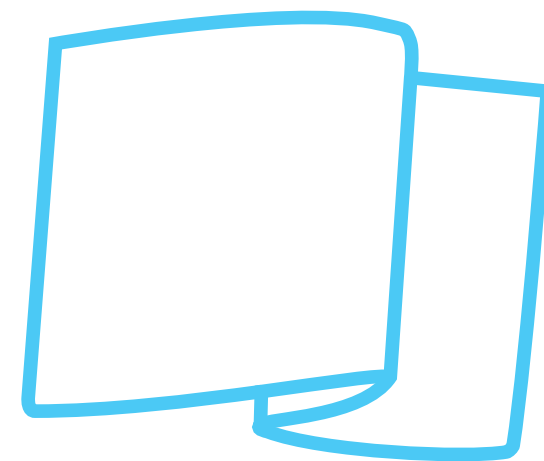
PASSED IEC 61215 DURABILITY

the solar industry's
benchmark standard
for performance and
durability



30+ YEAR DURABLE FILM

employs technology
that is considered the
gold standard in
outdoor polymers



ZERO DEFECTS

over 5 years of
deployments for
customers in 16 states
spanning all climate
zones across the US



Trusted By The World's Best

Tested at the world's
leading labs



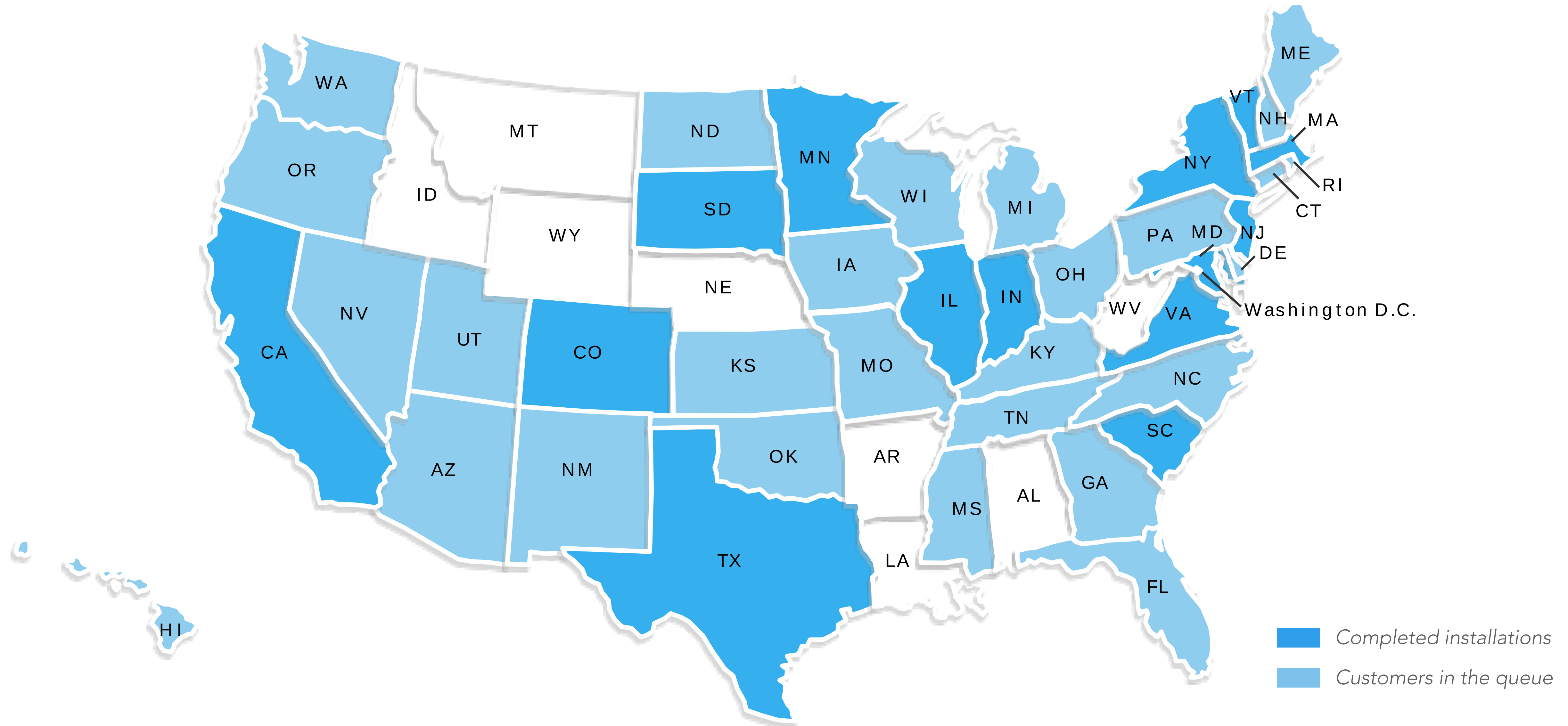
Deployed on Tier 1
solar panels



Purchased by premier
brands



Join The Next Wave In Solar



STRICTLY CONFIDENTIAL PROPERTY OF SISTINE SOLAR. DO NOT DUPLICATE OR DISTRIBUTE WITHOUT EXPRESS WRITTEN PERMISSION FROM SISTINE SOLAR.

9 DENNIS DRIVE SOLARSKIN VISUALIZATION

Traditional Solar





SELECT RESIDENTIAL WORK

Hubbardston, MA - 5.3KW

Architectural Shingle in Emerald



Featured on Lifetime TV



Norwell, MA - 11.3KW
Architectural Shingle in Oak



sistine solar

Bergenfield, NJ - 8.1KW
Architectural Shingle in Pearl Gray

THANK YOU

info@sistinesolar.com



Greentown Labs
444 Somerville Ave
Somerville, MA 02143

www.sistinesolar.com

Kadeem McCarthy

From: ACK Smart Solar <solar@acksmart.com>
Sent: Monday, August 31, 2020 10:26 AM
To: Kadeem McCarthy
Subject: Re: HDC Extension 9 Dennis Drive

Good morning Kadeem!

This application can (I thought we already did) be withdrawn.

Thank you,

Tim.

Tim Carruthers
ACK Smart Energy
781-325-6128

On Mon, Aug 31, 2020 at 10:19 AM Kadeem McCarthy <kmccarthy@nantucket-ma.gov> wrote:

Hello,

This message is to inform you that your application(s) listed below will soon reach the 60-day deadline for applicant action. If you wish to extend the application to allow more time to submit revised plans, please sign and return the attached extension form (one for each project). Alternatively you can withdraw the listed project(s) by indicating that you would like to do so in a response. If the extension form is not signed and returned, the project will be denied without prejudice due to lack of response.

1. Roof top solar at 9 Dennis Drive

Kadeem O. McCarthy

PLUS Administrative Specialist

Town of Nantucket

2 Fairgrounds Road

Nantucket, MA 02554

508-325-7587 ext. 7016



This email was scanned by Bitdefender

Application to the HISTORIC DISTRICT COMMISSION, Nantucket, Massachusetts, for a

CERTIFICATE OF APPROPRIATENESS

for structural work.

All blanks must be filled in using BLUE OR BLACK INK (no pencil) or marked N/A.

NOTE: It is strongly recommended that the applicant be familiar with the HDC guidelines, *Building with Nantucket in Mind*, prior to submittal of application. Please see other side for submittal requirements. Incomplete applications will not be reviewed by the HDC.

This is a contractual agreement and must be filled out in ink. An application is hereby made for issuance of a Certificate of Appropriateness under Chapter 395 of the Acts and Resolves of Mass., 1970, for proposed work as described herein and on plans, drawings and photographs accompanying this application and made a part hereof by reference.

The certificate is valid for three years from date of issuance. No structure may differ from the approved application. Violation may impede issuance of Certificate of Occupancy.

PROPERTY DESCRIPTION

TAX MAP N°: G7 PARCEL N°. 366
Street & Number of Proposed Work: 9 DENNIS DR
Owner of record: MARTHA MORRIS
Mailing Address: 9 DENNIS DR
NANTUCKET MA 02554
Contact Phone #: 508 697 7619 E-mail: morrislaw1@aol.com

AGENT INFORMATION (if applicable)

Name: ACK SWART
Mailing Address: 61 OLD SOUTH RD #500
NANTUCKET MA 02554
Contact Phone #: 781 325 6128 E-mail: swart@ackswart.com

FOR OFFICE USE ONLY

Date application received: 6/24/20 Fee Paid: \$ 1259
Must be acted on by: 9/4/20
Extended to: _____
Approved: _____ Disapproved: _____
Chairman: _____
Member: _____
Member: _____
Member: _____
Member: _____
Notes - Comments - Restrictions - Conditions
per email 8/31/20

DESCRIPTION OF WORK TO BE PERFORMED

See reverse for required documentation.

☐ New Dwelling ☒ Addition ☐ Garage ☐ Driveway/Apron ☐ Commercial ☐ Historical Renovation ☐ Deck/Patio ☐ Steps ☐ Shed
☐ Color Change ☐ Fence ☐ Gate ☐ Hardscaping ☐ Move Building ☐ Demolition ☐ Revisions to previous Cert. No. _____
☐ Pool (Zoning District _____) ☐ Roof ☒ Other INSTALL 21 SOLAR PV MODULES TO SOUTH ROOF TOP
Size of Structure or Addition: Length: _____ Sq. Footage 1st floor: _____ Decks/Patio: Size: _____ ☐ 1st floor ☐ 2nd floor
Width: _____ Sq. footage 2nd floor: _____ Size: _____ ☐ 1st floor ☐ 2nd floor
Sq. footage 3rd floor: _____

Difference between existing grade and proposed finish grade: North _____ South _____ East _____ West _____

Height of ridge above final finish grade: North _____ South _____ East _____ West _____

Additional Remarks

REVISIONS*

Historic Name: _____
Original Date: _____
Original Builder: _____
Is there an HDC survey form for this building attached? ☐ Yes ☐ N/A

1. East Elevation
2. South Elevation
3. West Elevation
4. North Elevation

*Cloud on drawings and submit photographs of existing elevations.

DETAIL OF WORK TO BE PERFORMED

Foundation: Height Exposed _____ ☐ Block ☐ Block Parged ☐ Brick (type) _____ ☐ Poured Concrete ☐ Piers
Masonry Chimney: ☐ Block Parged ☐ Brick (type) _____ ☐ Other _____
Roof Pitch: Main Mass _____/12 Secondary Mass _____/12 Dormer _____/12 Other _____
Roofing material: ☒ Asphalt: ☐ 3-Tab ☐ Architectural
☐ Wood (Type: Red Cedar, White Cedar, Shakes, etc.) _____
Skylights (flat only): Manufacturer _____ Rough Opening _____ Size _____ Location _____
Manufacturer _____ Rough Opening _____ Size _____ Location _____
Gutters: ☐ Wood ☐ Aluminum ☐ Copper ☐ Leaders (material) _____
Leaders (material and size): _____
Sidewall: ☐ White cedar shingles ☐ Clapboard (exposure: _____ inches) Front ☐ Side ☐
☐ Other _____
Trim: A. Wood ☐ Pine ☐ Redwood ☐ Cedar ☐ Other _____
B. Treatment ☐ Paint ☐ Natural to weather ☐ Other _____
C. Dimensions: Fascia _____ Rake _____ Soffit (Overhang) _____ Corner boards _____ Frieze _____
Window Casing _____ Door Frame _____ Columns/Posts: Round _____ Square _____
Windows*: ☐ Double Hung ☐ Casement ☐ All Wood ☐ Other _____
☐ True Divided Lights(muntins), single pane ☐ SDL's (Simulated Divided Lights) Manufacturer _____
Doors* (type and material): ☐ TDL ☐ SDL Front _____ Rear _____ Side _____
Garage Door(s): Type _____ Material _____
Hardscape materials: Driveways _____ Walkways _____ Walls _____

* Note: Complete door and window schedules are required.

COLORS

Sidewall _____ Clapboard (if applicable) _____ Roof _____
Trim _____ Sash _____ Doors _____
Deck _____ Foundation _____ Fence _____ Shutters _____

* Attach manufacturer's color samples if color is not from HDC approval list.

I hereby authorize the agent named above to act on my behalf to make changes in the specifications or the plans contained in this application in order to bring the application into compliance with the HDC guidelines. I hereby agree to abide by and comply with the terms and conditions of this application. I hereby agree that the submission of any revisions to this application will initiate a new sixty-day review period.

Date 6/24/2020 Signature of owner of record [Signature] Signed under penalties of perjury