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
Facsimile (508) 228-7272
www.nantucket-ma.gov

C. Elizabeth Gibson
Town & County Manager

AGENDA FOR THE MEETING OF THE
SELECT BOARD
APRIL 7, 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/1CYn1eUcZ1Y

I. CALL TO ORDER

II. SELECT BOARD ACCEPTANCE OF AGENDA

III. ANNOUNCEMENTS

1. The Select Board Meeting is Being Audio/Video Recorded.

2. Diversity, Equity and Inclusion Director:
   - Solidarity with Asian American Pacific Islanders Statement
   - DEI Office Mission Statement
   - DEI Webpage Update

3. Surfside Road Sewer Improvements Project on Surfside Road between Miacomet Avenue and Vesper Lane Commencing Sunday, April 11, 2021 through Friday, June 25, 2021 – Road Blockings and Detours:
   - 4:00 PM to 2:00 AM, Sundays through Thursdays
   - 9:00 AM to 2:00 PM, Fridays
   First Phase is Surfside Road between Miacomet Avenue and Windy Way.
   https://www.nantucket-ma.gov/2106/Surfside-Road-Sewer

IV. COVID-19 WEEKLY UPDATE

1. Public Comment.

2. Report from Health Director.

3. Report from Economic Task Force.

4. Other Reports/Comments/Updates.

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

*VI. NEW BUSINESS**

VII. APPROVAL OF MINUTES, WARRANTS AND PENDING CONTRACTS

1. Approval of Minutes of June 24, 2020 at 5:00 PM; March 24, 2021 at 5:00 PM.

2. Approval of Payroll Warrants for April 4, 2021.

3. Approval of Treasury Warrants for April 7, 2021.

4. Approval of Pending Contracts for April 7, 2021 - as Set Forth on the Spreadsheet Identified as Exhibit 1, Which Exhibit is Incorporated Herein by Reference.

VIII. CONSENT ITEMS

1. Gift Acceptances: Human Services (Saltmarsh Senior Center); Fire Department.

IX. CITIZEN/DEPARTMENTAL REQUESTS

1. Bartlett Tree Experts: Request for Waiver of Town Noise Bylaw from 4:00 AM to 8:00 AM from April 7 to October 1, 2021 for Multiple Locations for Spraying.

2. Winthrop Nantucket LP/Harbor Fuel Oil Corp.: Request for Extension of Bulk Fuel License at 9 Salem Street (fka 8 New Whale Street) to December 31, 2021.

X. PUBLIC HEARING

1. Public Hearing to Consider Applications for 2021 Outdoor Dining Expansion/ Alteration of Premises.

XI. TOWN MANAGER'S REPORT

1. Revisit of Request for Proposals and Term Sheet for Five-year Lease Agreement (2022 – 2026) for Jetties Beach Concession, Retail Shop, Bathhouse and Beach Event Area Regarding Awning.

XII. SELECT BOARD'S REPORTS/COMMENT

1. Nantucket Hunting Association: Request for New Lease for Property at 1 Shadbush Road (Assessor's Map 78, Parcel 5).

2. Discussion/Review of Select Board Comments to 2021 Annual Town Meeting Warrant Articles.

3. Committee Reports.

XIII. 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 Charter.

Public Comment: Public Comment is to bring 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, if any. Except in emergencies, the Board will not normally take any other action on Public Comment in its sole discretion.

To facilitate that any individual who wishes to provide Public Comment has the opportunity and to ensure the ability of the Board to conduct its business in an orderly fashion, the following rules and procedures are adopted consistent with state and federal free speech laws:

- The agenda for regular Select Board meetings will include a Public Comment period at the beginning of the meeting unless there is more urgent business for the Board to take up first. This time is reserved for speakers to address the Board on matters that are not related to any other Agenda item. If a speaker wishes to address the Board on a matter that is related to another Agenda item, the Chair will accept public comment when that Agenda item is reached during the meeting.

- All speakers are encouraged to present their remarks in a respectful manner.

- All remarks will be addressed through the Chair of the meeting.

- The Chair of the meeting may not interrupt speakers who have been recognized to speak, except that the Chair reserves the right to terminate speech which is not constitutionally protected because it constitutes true threats, incitement to imminent lawless conduct, comments that were found by a court of law to be defamatory, and/or sexually explicit comments made to appeal to prurient interests. Verbal comments may also be curtailed if they exceed three (3) minutes and to the extent they exceed the scope of the Board's authority.

Disclaimer: Public Comment is not a time for debate or response to comments by the Board. Comments made during the Public Comment period do not reflect the views or positions of the Board. Because of constitutional free speech principles, the Board does not have authority to prevent all speech that may be upsetting and/or offensive made during the Public Comment period.

New Business: For topics not reasonably anticipated by the Chair 48 hours in advance of the meeting may be brought up for discussion in accordance with the Open Meeting Law.

Public Participation: The Board welcomes valuable input from the public at appropriate times during the meeting with recognition from the Chair at his/her sole discretion. For appropriate agenda items, the Chair will introduce the item and take public input. Individual Board Members may have questions on the clarity of the 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 during a meeting. 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 and/or schedule the matter for a future Board meeting. Otherwise, except in emergencies, the Board will not normally take action on Select Board Comment.

Approved on February 17, 2021

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;

PRINTED ON RECYCLED PAPER

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 5:49 PM this 12th day of March, two thousand and twenty.

CHARLES D. BAKER
GOVERNOR
Commonwealth of Massachusetts

Town of Nantucket
Diversity, Equity and Inclusion Office

Kimal R McCarthy
Diversity, Equity & Inclusion Director
krmccarthy@nantucket-ma.gov

16 Broad Street
Nantucket, Massachusetts 02554

Telephone (508) 228-7200 ext 7344
Facsimile (508) 325-7556
www.nantucket-ma.gov

March 25, 2021

RE: Asian American Pacific Islanders Solidarity

Dear Nantucket Community,

On behalf of the Town of Nantucket, we would like to express solidarity with all individuals that identify as Asian-American Pacific Islanders (AAPI) on Nantucket and across the United States.

We are saddened and heartbroken by the recent rise in attacks against the AAPI community. The acts of violence that took place on Tuesday, March 16, 2021 in Atlanta, Georgia are tragic. Violence and hatred is never the answer; it tears families, communities, and the country asunder.

As director of the Diversity, Equity and Inclusion (DEI) Office, I would like to reiterate the Select Board Pledge to the Nantucket Community issued on June 24, 2020, which states that we are committed to "do the work to make Nantucket a more just and equitable community for all its constituents." Please visit the DEI webpage at https://www.nantucket-ma.gov/1863/Diversity-Equity-and-Inclusion-Office for the full statement and additional information.

The DEI Office welcomes any ideas or initiatives to assist the AAPI community. With support from Town leadership and our community, I am committed to ensuring that Nantucket is equitable and inclusive for all.

Sincerely,
Kimal McCarthy

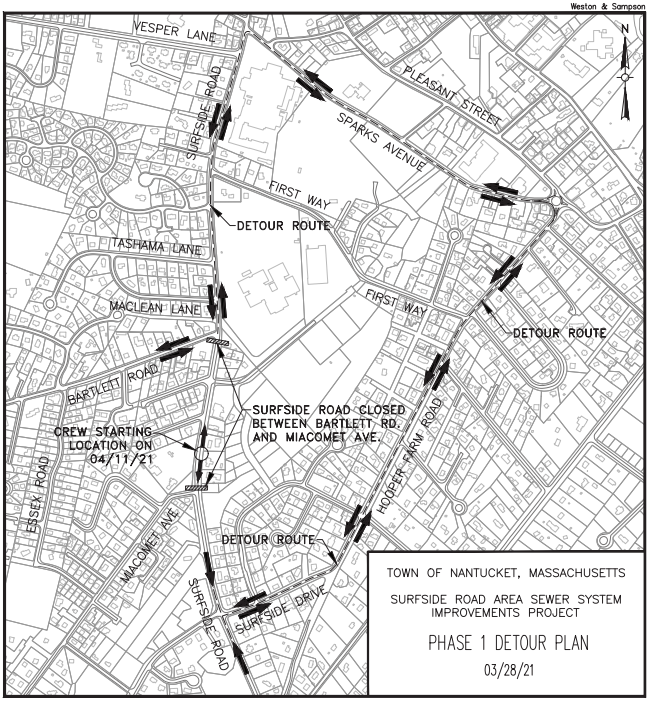
Kimal McCarthy
Diversity, Equity & Inclusion Director

Surfside Road Area Sewer System Improvements Project

NOTICE OF CONSTRUCTION

Construction of the Surfside Road Area Sewer System Improvements Project is scheduled to commence on Sunday, April 11, 2021. The scope of work includes the replacement of the Surfside Road Pump Station and the installation of approximately 3,800 linear feet of gravity sewers tributary to the new Surfside Road Pump Station. The installation of gravity sewers includes Surfside Road from Miacomet Avenue to Vesper Lane and Bartlett Road from Surfside Road to approximately 250 feet west of the Surfside Road intersection.

Construction will commence on the evening of Sunday, April 11, 2021 on Surfside Road between Miacomet Ave. and Windy Way. Considering the depth of excavation in some areas and the significant vehicular and pedestrian traffic volume along Surfside Road, particularly during school drop off and pick up hours, the Nantucket Select Board has granted a waiver of the Town Noise Bylaw to allow work in the evening hours (4pm-2am) until June 25, 2021 to complete the gravity sewer installations within the roadways.



Full road closures will be in effect during construction activities to maintain the greatest level of safety for the construction crew and public. Police detail officers and a resident engineer from Weston & Sampson will be on site throughout to assist abutters with access to and from their properties and manage the detour route around the work zone. Trench paving activities are scheduled for Fridays between 9am-2pm, which will require one lane closures with alternating traffic. All traffic is advised to seek alternate routes to mitigate traffic delays through the project corridor. The figure above depicts the approved detour route and Surfside Road closure locations planned for Phase 1 of the roadway work, which includes all pipeline installations between Miacomet Ave. and Bartlett Road. The Nantucket Sewer Department can be reached at (508) 228-7200 x7800 with any questions.

Residents are encouraged to visit the project webpage on the Town's website at https://www.nantucket-ma.gov/SurfsideRoadSewer for weekly updates on the progress of construction and the proposed schedule.

EXHIBIT 1
AGREEMENTS TO BE EXECUTED BY TOWN MANAGER
UNLESS RESOLUTION OF DISAPPROVAL BY SELECT BOARD
April 7, 2021

Type of Agreement/Description	Department	With	Amount	Other Information	Source of Funding	Term
Grant Award	Town Admin	Mass Cultural Council	($7,500)	Grant award to assist non-profits to expand or enhance their virtual presence to reach and grow their audiences focusing	Mass Cultural Council	April 7, 2021 – June 30, 2021
Grant Agreement	Town Admin	The Nantucket Maria Mitchell Association ("MMA")	$1,680	Grant award to MMA for upgrading its Zoom webinar license capability to be used for its virtual Science Speaker series	Mass Cultural Council Grant	April 7, 2021 – June 30, 2021
Grant Agreement	Town Admin	Nantucket Community Music Center ("NCMC")	$3,150	Grant award to NCMC for purchase of cameras, camera interfaces, mixers, microphones and cables for free virtual music performances	Mass Cultural Council Grant	April 7, 2021 – June 30, 2021
Grant Agreement	Town Admin	Theatre Workshop of Nantucket ("TWN")	$1,450	Grant award to TWN for purchase of Vimeo Pro license, two additional Zoom accounts and NCTV18 production fees to conduct rehearsals and create virtual theatrical programming	Mass Cultural Council Grant	April 7, 2021 – June 30, 2021
Grant Agreement	Town Admin	White Heron Theatre ("WHT")	$1,220	Grant award to WHT for WNCK radio broadcast production fees and Simplecast hosting platform to produce a series of radio shows called "Nantucket Stories"	Mass Cultural Council Grant	April 7, 2021 – June 30, 2021
Memorandum of Agreement	Town Admin	The Veterans of Foreign Wars Sidney and Robert Henderson Post #8606 ("VFW")	$35,000	Venue rental of VFW for COVID-19 asymptomatic testing and vaccine administration	Town Admin Budget/CARES Act	March 23, 2021 – June 30, 2021
License Agreement	Town Admin	Nantucket Electric Company d/b/a National Grid	$13,875	License agreement for Town to use NGrid lot at Candle & Commercial Streets for valet parking	Town Admin Budget	My 15, 2021 – September 30, 2021 & December 3-5, 2021

License Agreement	Town Admin	Mass Park d/b/a Valet Park of America, Inc.	($13,875)	License agreement for valet service at NGrid Candle & Commercial Street lots	Town Admin Budget	May 15, 2021 – September 30, 2021 & December 3-5, 2021
Professional Service Agreement	Town Admin	Lujean Printing	$16,215	Contract for printing 2021 ATM warrant	FinCom Budget	April 7, 2021 – June 30, 2021
Professional Service Agreement	Town Admin	Curley Direct Mail LLC	$8,805	Contract for postage & mailing for 2021 ATM warrant	Town Admin Budget	April 7, 2021 – June 30, 2021
Professional Service Agreement	Assessor	Real Estate Research Consultants, Inc.	$110,000	Contract for FY 2024 revaluation of and FY 2022, 2023 & 2025 interim year adjustments to commercial and industrial personal property	Assessors Budget	April 7, 2021 – June 30, 2025
Professional Service Agreement	DPW	Sarah B Cleaning, LLC	$163,000	Contract for public restroom cleaning services	DPW Facilities Budget	April 1, 2021 – March 31, 2024
Professional Service Agreement	DPW	Vector Disease Control Intl.	$115,000	Contract for mosquito control and surveillance services	DPW Mosquitos Budget	April 3, 2021 – April 2, 2022
Professional Service Agreement	DPW	Greenman-Pedersen, Inc.	$20,400	Contract for engineering design services for stormwater improvements at Pony Field and intersection of New Dollar Ln./Mill St./N. Mill St. and drainage inventory on Orange St./Union St./Spring St.	Article 10/2016 ATM	April 7, 2021 – June 30, 2022
Professional Service Agreement	DPW	UMass School for the Environment	$10,800	Contract for coastal plastics study	Nantucket Land Council Grant	April 7, 2021 – June 30, 2022
Amendment to Professional Service Agreement	DPW	Beta Group, Inc.	Add $30,850 to original contract amount of $176,700 for new contract total of $207,550	Amend existing contract for Williams/Sparks/Pleasant multi-use path design to include stormwater management design, wetlands resource area delineation and pavement sampling	Article 19/2019 ATM	April 7, 2021 – June 30, 2021
Software Agreement	IS/GIS	ESRI, Inc.	$14,700	Contract for annual ArcGIS software licensing and maintenance	IS/GIS Budget	April 17, 2021 – April 16, 2022
Professional Service Agreement	Natural Resources	Stephen Heck, MSc	$29,990.92	Contract for study on Bay scallops, whelks and eelgrass in Nantucket Harbor	Shellfish Management Plan Special Revenue Account	April 7, 2021 – June 30, 2021

Professional Service Agreement	Our Island Home ("OIH")	Eisenstein Flaherty & Associates, LLC.	Not to Exceed $25,600	Contract for provision of Registered Nurse to consult with temporary Director of Nurses at OIH	OIH Budget	April 7, 2021 – June 30, 2021
Purchase Agreement	Police	New England Cycle Works	$19,447	Contract for purchase of three replacement ATVs for Beach Patrol	Beach Revolver	April 7, 2021 – June 30, 2021
Amendment to Professional Service Agreement	Police	SMRT	Add $40,000 to original contract amount of $90,000 for new contract total of $130,000	Amend existing engineering contract for repairs to Low Beach police dormitory season housing to include additional work due to uncovered structural problems and hazardous materials mitigation	Article 10/2018 ATM & Loran Revolver	April 7, 2021 – May 7, 2022

CONSENT AGENDA ITEMS FOR 4/7/2021 SELECT BOARD MEETING

1. Gift Acceptances

Recommend the acceptance of the following gifts to Town agencies:

- Human Services (Saltmarsh Senior Center):
  - Gift of $150 from Karen Schwenk for the Saltmarsh Senior Center
- Fire Department:
  - Gift of tools and equipment valued at $16,000 from the Nantucket Firemen's Association

Recommended Motion: To accept all gifts for their designated purposes, with thanks to the donors.

Town Administration will ensure that letters of thanks are sent.

MEMO

Date: **March 23, 2021**

TO: **Dawn Hill Holdgate, Select Board Chair**

CC: **Jerico Mele, Director of Human Services**

FROM: **Laura Stewart, Saltmarsh Senior Center, Program Coordinator**

RE: **Request for acceptance of gift**

I am writing to request acceptance of the following gift donation:

From Karen Schwenk: $150.00 a gift for the Saltmarsh Center

Thank you,

Laura Stewart

from the desk of…..

Laura Stewart
Program Coordinator,
Senior Services
81 Washington Street
Nantucket, MA 02554
508-228-4490

phone: 508-228-4490
fax: 508-325-5366
e-mail: lstewart@nantucket-ma.gov

Nantucket Fire Department
4 Fairgrounds Road
Nantucket, MA 02554
508-228-2324

Stephen A Murphy Chief

Robert Bates Deputy Chief

Select Board

16 Broad Street

Nantucket, MA, 02554

March 30, 2021

Board Members,

On behalf of the Nantucket Fire Department, I am requesting the acceptance of a gift from the Nantucket Fireman's Association. This gift of tools and equipment was given as a very generous donation to the Fireman's Association from Marine Home Center. Letter from the Firemen's association is attached gifting the tools to the department.

The tools and equipment received includes; hand tools, tool boxes, carrying bags, battery operated drills, lights, vacuum, saws and many extra batteries. The overall values of the tools and the Firemen's Association lists equipment value as $16,000.

Marine Home Center has been very kind in the donation of which we plan on placing in emergency apparatus and in our mechanic's room for use on repairs.

I ask for your acceptance of the gifts and I will be in attendance if there are any questions.

Thank you for your consideration

Respectfully,

Chief Stephen Murphy

Nantucket Fire Department

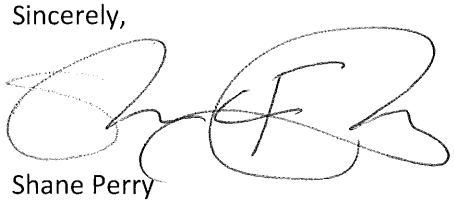
Shane Perry
4 Fairgrounds Road
Nantucket, Ma 02554
March 26, 2021

Chief Murphy
4 Fairgrounds Road
Nantucket, Ma 02554

Dear Chief Murphy:

On behalf of the Nantucket Fireman Association, we received a generous gift of Milwaukee tools from Marian Home Center. We would like to donate them to the Nantucket Fire Department. The tools have been valued at $16,000.

Sincerely,



Shane Perry

President of Nantucket Fireman Association

Agenda Item Summary

Agenda Item #	IX. 1.
Date	4/7/2021

Staff

Erika D. Mooney, Operations Administrator

Subject

Bartlett Tree Experts request for waiver of Town Noise Bylaw

Executive Summary

Bartlett Tree Experts is requesting a waiver of the Town Noise Bylaw from 5:00 AM to 8:00 AM for tick, mosquito and tree/shrub treatment from April 7 to October 1 in multiple locations. This has been an annual request, approved by the Select Board, since 2016.

Staff Recommendation

Approve the waiver of the Town Noise Bylaw as requested.

Background/Discussion

N/A

Impact: Environmental ☒ Fiscal ☐ Community☒ Other☐

Board/Commission Recommendation

N/A

Public Outreach

N/A

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

N/A

Attachments

Email from Bartlett Tree Experts

From: James Cook
To: Erika Mooney
Subject: Town Noise Bylaw Waiver
Date: Monday, March 29, 2021 8:16:39 AM

Dear Erika,
Bartlett Tree Experts would like to request a waiver of the Town Noise Bylaw from 5am to 8am for tick, mosquito and tree/shrub treatment from April 1 to Oct 1. Please advise.
Best,
Jim Cook

JAMES COOK **ARBORIST REPRESENTATIVE**
BCMA ISA Board Certified Master Arborist ISA TRAQ NE-6588B

BARTLETT TREE EXPERTS
1 Salros Road, Nantucket, MA 02554
p (508) 813-6245
e jcook@Bartlett.com
facebook.com/bartletttreeexperts
bartlett.com

This email was scanned by Bitdefender

Agenda Item Summary

Agenda Item #	IX. 2.
Date	4/7/2021

Staff

Stephen Murphy, Fire Chief

Subject

Bulk Fuel Storage License at 9 Salem Street (f/k/a 8 New Whale Street)

Executive Summary

At its December 16, 2020 meeting under New Business, the Select Board voted to approve a three-month extension to an approved bulk fuel storage license for Winthrop Nantucket LP/Harbor Fuel Oil Corp. In December 2020, Winthrop had submitted a request to extend the license for one year, with three-month extensions. The original license, granted on December 18, 2019, had the applicants agreeing to discontinue and decommission 9 of 11 aboveground fuel storage tanks, leaving one 48,000 gallon tank for Class I Gasoline and one 56,000 gallon tank for Class III Diesel Fuel, located at 9 Salem Street (fka 8 New Whale Street), Nantucket, MA 02554 (Map 42.3.1, Parcel 89). The original license was granted contingent on conditions from the Nantucket Fire Dept. and allowed three-month extensions if necessary. The conditions for the one-year license had not been meet but extension was supported to allow for extra time to complete. At this time, plans are in development to meet conditions of the license and expected to be finalized before the end of the 2021.

Staff Recommendation

Staff recommends extending the license until the end of 2021, or, alternatively for one three-month period pursuant to the 12/18/2019 approval, to 6/30/2021 so that Winthrop/Harbor Fuel can come into full compliance with the conditions outlined in the 12/18/2019 approval and obtain necessary regulatory agency approval for the project.

Background/Discussion

Harbor Fuel has moved the majority of its bulk fuel storage operation to its new facility at 11 Industry Road. Two bulk fuel storage tanks are to remain downtown to provide fuel storage for the Boat Basin. Winthrop states that it is working on a plan to design and located two 10,000-gallon aboveground tanks to service the Boat Basin.

A new license will be required for the long-term plans to supply the Boat Basin with new tanks.

Conditions not meet prior to the extension of the original permit (12/31/2020) are being addressed. The dismantling of the decommissioned equipment is being drafted and proper documents being developed for submission to regulatory agencies for permitting.

With the current license conditions set forth by the Fire Dept. still being met, we request the extension until 12/31/2021 to allow Winthrop/Harbor Fuel to come into compliance. This will also allow the Boat Basin operations to continue through the season and avoid disruption of the marine fueling for the harbor.

Impact: Environmental ☒ Fiscal ☐ Community☒ Other☐

Nantucket Fire Dept. wants to ensure compliance with the current license and proper permitting for dismantling of the facility to avoid possible environmental issues.

Board/Commission Recommendation

N/A

Public Outreach

N/A

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

Strategic Plan (Environmental Leadership, Goal 2); Master Plan

Attachments

12/18/2019 amended bulk fuel storage license; 12/16/2020 extension

New extension submission from VHB







March 31, 2021

Ref: 07924.11

Select Board
Town of Nantucket
16 Broad Street
Nantucket, MA 02554

Re: Extension to Fuel Storage License
8 New Whale Street

Dear Chair Dawn E. Hill Holdgate,

On behalf of Winthrop Nantucket Limited Partnership (Partnership), Vanasse Hangen Brustlin, Inc. (VHB) is submitting this application for amendment to extend the existing fuel storage license for the Tank Farm at 8 New Whale Street. The Parcel is also listed as 9 Salem Street by the Town's Assessor's Office. At its December 18th, 2019 hearing, the Select Board voted to approve our application for an amended bulk fuel storage license, which proposed the discontinuance and decommissioning of nine aboveground fuel storage tanks, and the continued use of the remaining two aboveground fuel storage tanks. The present Operator of the Tank Farm, Harbor Fuel Oil Corporation, has moved the majority of their operation to a new location on the Island. In accordance with the conditions set in the amended license last year, the Partnership has closed nine (9) of the eleven (11) fuel storage tanks. The nine (9) tanks have been emptied, cleaned and certified gas free. All piping connecting the closed tanks has been disconnected or blanked off to prevent future use. Two tanks (M-1 and S-6, refer to attached plan) remain in operation and currently provide fuel to the Boat Basin. The Partnership has a contractual obligation to provide fuel storage for the Boat Basin's fuel dispensers.

The Partnership is currently working on a plan to design and locate two 10,000-gallon aboveground tanks for gasoline and diesel fuel to service ongoing operation at the Nantucket Boat Basin. They anticipate that the completion of the work should take, in total, about 18 to 24 months for all approvals, demolition and installation of the new tanks. Once the plan for the new tanks has been reviewed and approved by necessary regulatory boards, the Partnership will submit a final amendment to the fuel storage license to the Select Board.

In accordance with the Nantucket Fire Chief's conditions dated December 18th, 2019, all of the conditions have been met. The Partnership is in the process of permitting and scheduling the dismantling and

101 Walnut Street
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P 617.924.1770
F 617.924.2286

Engineers | Scientists | Planners | Designers

removal of eight of the eleven existing tanks. The Partnership will continue working with the Chief regarding the removal procedures and sequencing of the dismantling of the existing tanks.

This application seeks to extend, on a temporary basis, the right to use the two operational, temporary tanks through the end of 2021, with three-month extensions to reflect ongoing efforts to achieve a permanent solution.

We respectfully request that we be placed on the next available agenda for the Select Board. We will continue to work closely with Town Officials to respond to any questions or issues prior to the hearing.

If you have any questions or require additional information, please contact me at (617) 607-2171 or wtaber@vhb.com.

Sincerely,

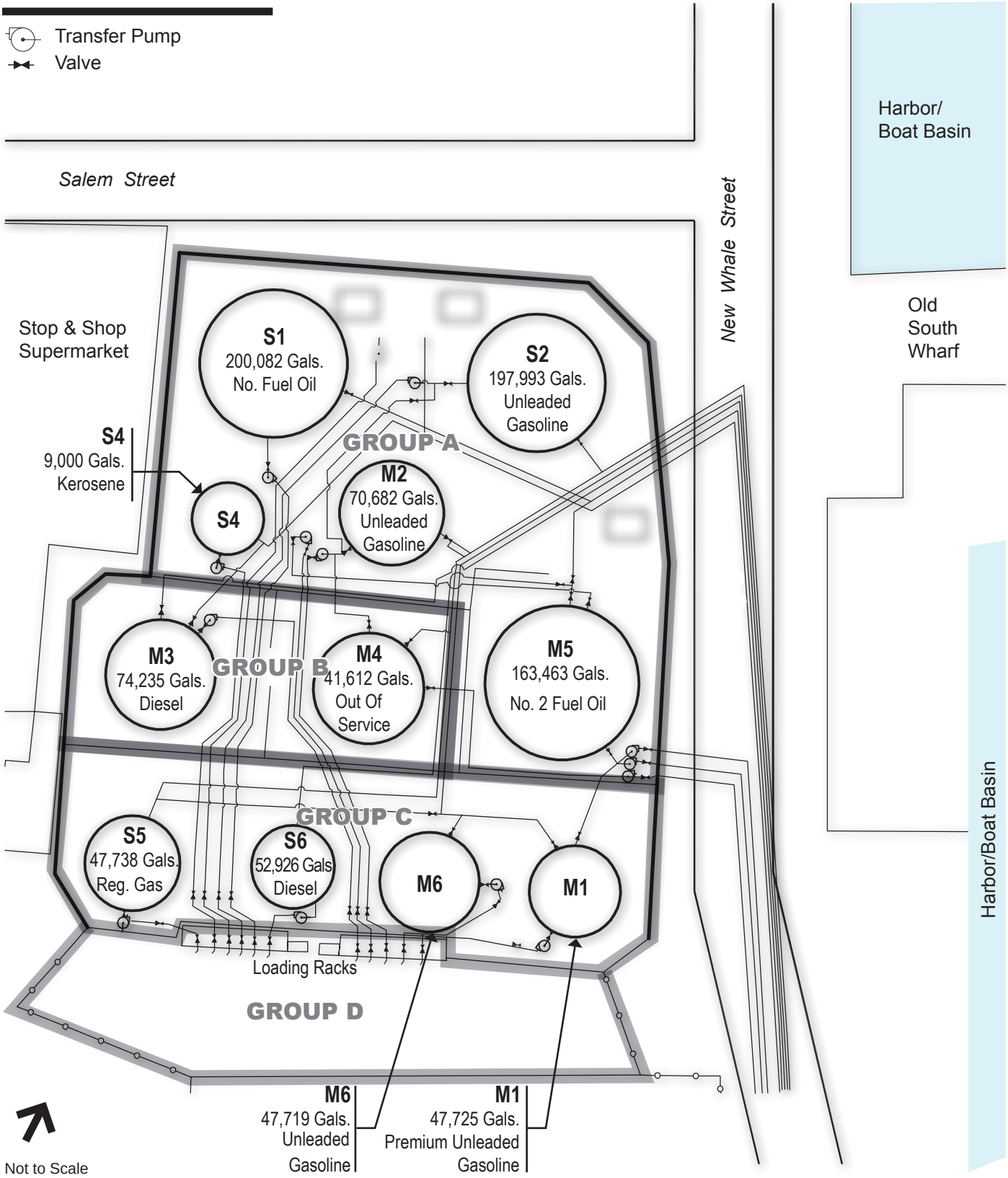
Vanasse Hangen Brustlin, Inc.

William S. Taber

William S. Taber, PE

Senior Project Manager
wtaber@vhb.com

cc: Peter Braverman



Vanasse Hangen Brustlin, Inc.

Figure 3

Tank Detail
Harbor Fuel Oil Corporation

Nantucket, Massachusetts

TOWN & COUNTY OF NANTUCKET
TOWN ADMINISTRATION OFFICE

MEMO

TO: Town Clerk

FROM: Erika Mooney, Operations Administrator Erika Mooney

CC: Stephen Murphy, Fire Chief
Todd M. Bolling, Harbor Fuel Oil Corp.
Peter Braverman, Winthrop Nantucket LP
William Taber, PE, VHB

DATE: December 17, 2020

RE: Winthrop Nantucket LP/Harbor Fuel Oil Corp. Bulk Fuel Storage License Extension at 9 Salem St (fka 8 New Whale St)

At its December 16, 2020 meeting, the Select Board voted to approve a three-month extension, to March 31, 2021, for the bulk fuel storage license approved on December 18, 2019 to allow Winthrop/Harbor Fuel to come into full compliance with the conditions outlined in the December 18, 2019 license.

The Commonwealth of Massachusetts

City/Town of Nantucket

FP-002
(Rev. 1.1.2015)

License

Massachusetts General Law, Chapter 148 §13

GIS Coordinates
41.283472 LAT.
-70.09587 LONG.
2019-4 License Number

☐ New License ☒ Amended License

After notice and hearing, and in accordance with Chapter 148 of the Mass. General Laws, a license is hereby granted to use the land herein described for the purposes described.

Location of Land: 9 Salem Street (fka 8 New Whale Street), Map 42.3.1, Parcel 89
Number, Street and Assessor's Map and Parcel ID

Owner of Land: Winthrop Nantucket Limited Partnership, Harbor Fuel Oil Corp applicant

Address of Land Owner: 7 Bulfinch Place, Boston, MA 02114

Flammable and Combustible Liquids, Flammable Gases and Solids

Complete this section for the storage of flammable and combustible liquids, solids, and gases. All tanks and containers are considered full for the purposes of licensing and permitting. (Attach additional pages if necessary.)

PRODUCT NAME	CLASS	MAXIMUM QUANTITY	UNITS gal., lbs, cubic feet	CONTAINER UST, AST, IBC, drums
Gasoline	I	48,000	Gallons	AST
Diesel Fuel	III	56,000	Gallons	AST

LP-gas *(Complete this section for the storage of LP-gas or propane)*

- Maximum quantity (in gallons) of LP-gas to be stored in aboveground containers: _____
  List sizes and capacities of all aboveground containers used for storage _____
- Maximum quantity (in gallons) of LP-gas to be stored in underground containers: _____
  List sizes and capacities of all underground containers used for storage _____

Total aggregate quantity of all LP-gas to be stored: _____

Fireworks *(Complete this section for the storage of fireworks)*

- Maximum amount (in pounds) of Class **1.3G:** _____
- Maximum amount (in pounds) of Class **1.4G:** _____
- Maximum amount (in pounds) of Class **1.4:** _____

Total aggregate quantity of all classes of fireworks to be stored: _____

THIS LICENSE OR A CERTIFIED COPY THEREOF MUST BE CONSPICIOUSLY POSTED ON THE LAND FOR WHICH IT IS GRANTED.

Explosives *(Complete this section for the storage of explosives)*

- Maximum amount (in pounds) of Class **1.1:** _____ Number of magazines used for storage: _____
- Maximum amount (in pounds) of Class **1.2:** _____ Number of magazines used for storage: _____
- Maximum amount (in pounds) of Class **1.3:** _____ Number of magazines used for storage: _____
- Maximum amount (in pounds) of Class **1.4:** _____ Number of magazines used for storage: _____
- Maximum amount (in pounds) of Class **1.5:** _____ Number of magazines used for storage: _____
- Maximum amount (in pounds) of Class **1.6:** _____ Number of magazines used for storage: _____

Licensing Authority Use:

This license is granted upon the condition that the licensed activity will comply with all applicable laws, codes, rules and regulations, including but not limited to Massachusetts General Law, Chapter 148, and the Massachusetts Fire Code (527 CMR 1.00) as amended. The license holder may not store materials in an amount exceeding the capacities herein specified unless and until any amended license has been granted.

ADDITIONAL RESTRICTIONS:

See attached conditions from Town of Nantucket Fire Chief Stephen A. Murphy

License to expire 12/31/2020 with three-month extensions if necessary to be approved by Select Board

Three-month license extension, to 3/31/2021, approved 12/16/2020 so that Winthrop/Habor Fuel can come into full compliance with the conditions from the Fire Chief.

Signature of Licensing Authority	Title	Date
	Select Board Chair	12/18/2019

THIS LICENSE OR A CERTIFIED COPY THEREOF MUST BE CONSPICIOUSLY POSTED ON THE LAND FOR WHICH IT IS GRANTED.

NANTUCKET FIRE DEPARTMENT
131 Pleasant Street
Nantucket, Massachusetts 02554

To: C Elizabeth Gibson, Town Manager

From: Stephen A Murphy, Fire Chief

Date: December 18, 2019

Re: New Whale Street amended license for bulk fuel storage

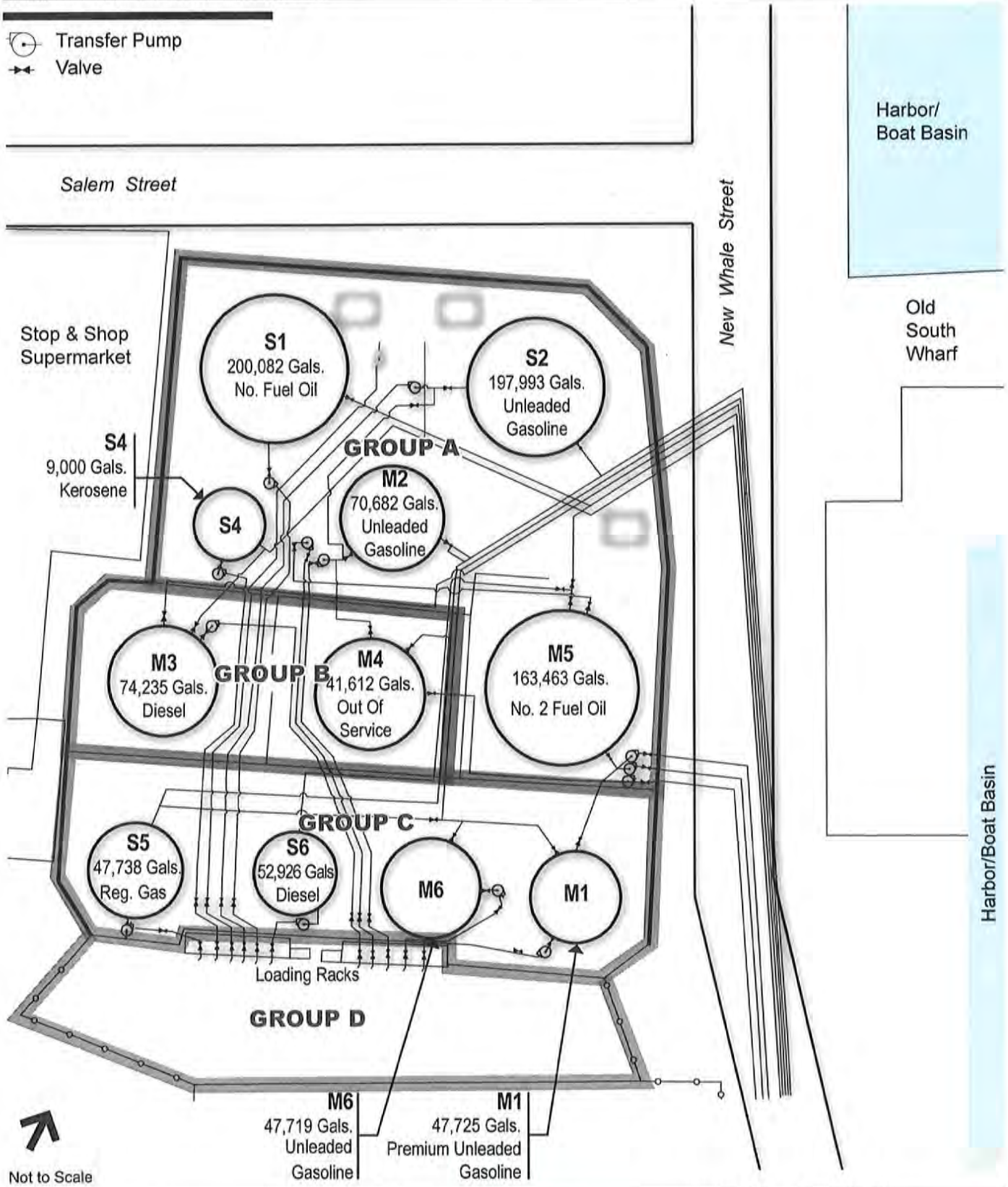
At the request of the applicant I would request to change the deadlines for the following conditions requested by the Fire Department.

1. Decommissioning of the remaining tanks and Removals
    a. To be completed by **April 15, 2020**
        i. Removal of all product
        ii. Cleaning of all tanks
        iii. Removal of all piping
        iv. Sealing of all openings in tanks and moat walls
        v. Removing of any controls and wiring
    b. To be submitted to the Fire Chief by **May 1, 2020**
        i. Schedule for dismantling and removal
        ii. Loading rack removed, with provisions left in place to supply remaining tanks

2. Fuel pier, completed by **April 15, 2020**
    a. Removal of any product, cleaning and making safe (no flammable products in any space of the pipe
    b. Air tested to assure integrity of the pipe
    c. Removal of valves and capping of pipes
    d. Sealing of any openings into the tank farm

3. Tanks to be left in place (M-1 & S-6), submitted by **April 15, 2020**
    a. Engineered report on condition and safe for continued used.
    b. Defined use to be to supply the Boat Basin Fuel Docks

4. Tank farm changes completed by **April 15, 2020**
    a. Fire alarm system certified and test with foam flow and cleanup plan for removal of foam used
    b. Security plan approved by Police Chief



Vanasse Hangen Brustlin, Inc.

Figure 3

Tank Detail
Harbor Fuel Oil Corporation

Nantucket, Massachusetts

TOWN & COUNTY OF NANTUCKET
TOWN ADMINISTRATION OFFICE

MEMO

TO: Town Clerk

FROM: Erika Mooney, Operations Administrator EMooney

CC: Stephen Murphy, Fire Chief
Todd M. Bolling, Harbor Fuel Oil Corp.
Peter Braverman, Winthrop Nantucket LP
William Taber, PE, VHB
Kenneth A. Gullicksen, Esq.

DATE: December 19, 2019

RE: Winthrop Nantucket LP/Harbor Fuel Oil Corp. Amended Bulk Fuel Storage License at 9 Salem St (fka 8 New Whale St)

At its December 18, 2019 meeting, the Select Board voted to approve an application for an amended bulk fuel storage license for Winthrop Nantucket LP/Harbor Fuel Oil Corp. to discontinue and decommission 9 of 11 aboveground fuel storage tanks, leaving one 48,000 gallon tank for Class I Gasoline and one 56,000 gallon tank for Class III Diesel Fuel, located at 9 Salem Street (fka 8 New Whale Street), Nantucket, MA 02554 (Map 42.3.1, Parcel 89).

The Board's approval is contingent on the attached restrictions and conditions from the Fire Chief included with the license. The license is set to expire December 31, 2020.

The Commonwealth of Massachusetts

City/Town of Nantucket

FP-002
(Rev. 1.1.2015)

License

Massachusetts General Law, Chapter 148 §13

GIS Coordinates
41.283472 LAT.
-70.09587 LONG.
2019-4 License Number

❑ New License ☒ Amended License

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Location of Land: 9 Salem Street (fka 8 New Whale Street), Map 42.3.1, Parcel 89
Number, Street and Assessor's Map and Parcel ID

Owner of Land: Winthrop Nantucket Limited Partnership, Harbor Fuel Oil Corp applicant

Address of Land Owner: 7 Bulfinch Place, Boston, MA 02114

Flammable and Combustible Liquids, Flammable Gases and Solids

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PRODUCT NAME	CLASS	MAXIMUM QUANTITY	UNITS gal., lbs, cubic feet	CONTAINER UST, AST, IBC, drums
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List sizes and capacities of all aboveground containers used for storage _____

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List sizes and capacities of all underground containers used for storage _____

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Total aggregate quantity of all LP-gas to be stored: _____

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ADDITIONAL RESTRICTIONS:

See attached conditions from Town of Nantucket Fire Chief Stephen A. Murphy

License to expire 12/31/2020 with three-month extensions if necessary to be approved by Select Board

Signature of Licensing Authority	Title	Date
	Select Board Chair	12/18/2019

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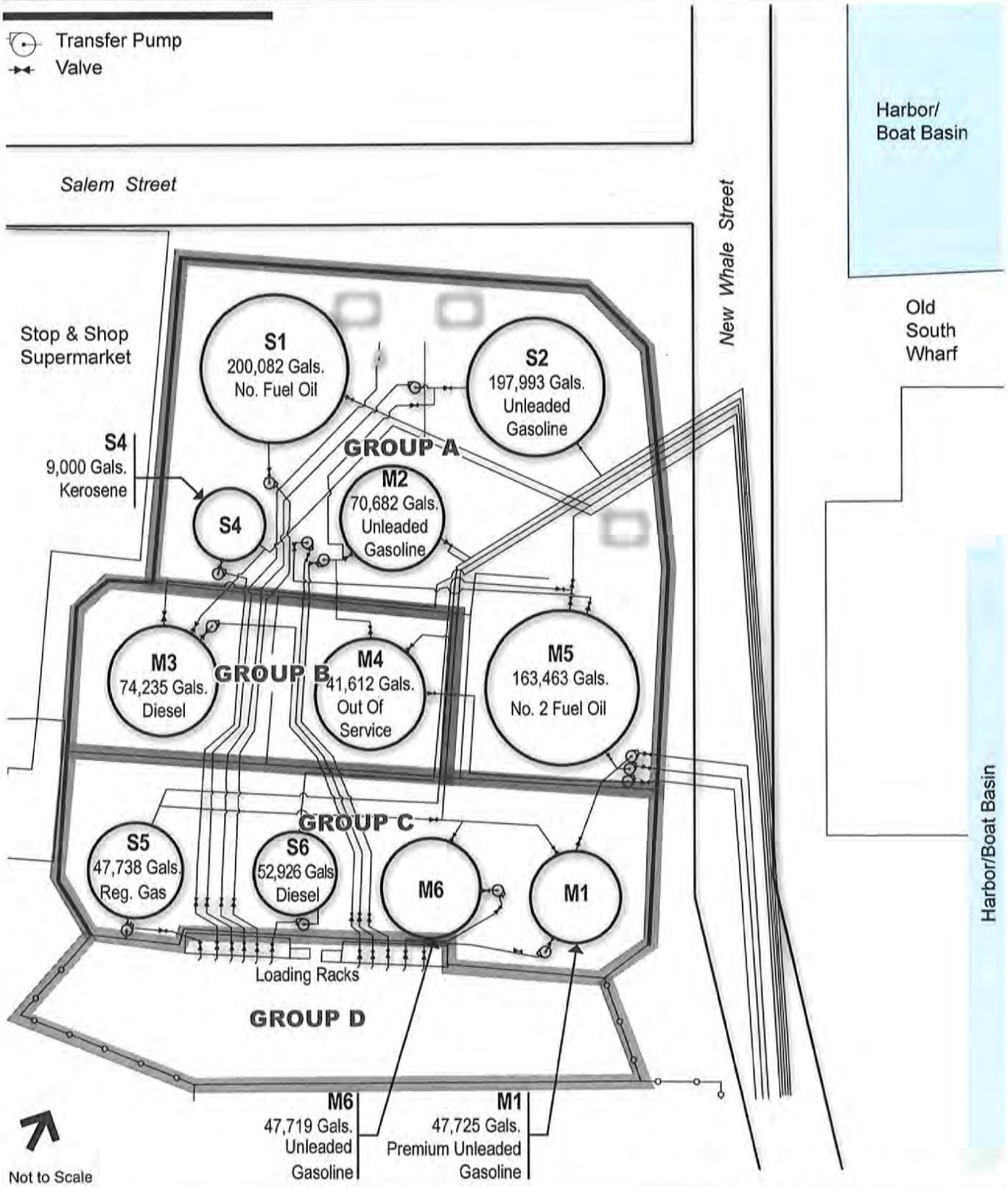
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    a. Fire alarm system certified and test with foam flow and cleanup plan for removal of foam used
    b. Security plan approved by Police Chief



Vanasse Hangen Brustlin, Inc.

Figure 3

Tank Detail
Harbor Fuel Oil Corporation

Nantucket, Massachusetts

Agenda Item Summary

Agenda Item #	X. 1.
Date	4/7/2021

Staff

Amy Baxter, Licensing Administrator

Subject

Outdoor Dining – Expansion/Alteration of Premises

Executive Summary

Per COVID-19 Order No. 50 issued by Governor Baker on September 10, 2020, the Select Board (acting as the Local Licensing Authority), may approve requests for expansion of outdoor table service or extensions of earlier granted approvals issued pursuant to Section 4 of COVID-19 Order No. 35 for any period up to and until sixty (60) days after the end of the state of emergency.

Outdoor extensions must comply with ABCC patio guidelines (attached). No additional State/ABCC review or approval is required under Emergency Order No. 50.

Staff Recommendation

The topics for discussion/review/approval are as follows:

1. Private Property Applications – Review and vote on Approvals
2. Public Property/Street and Sidewalk Applications – Review and vote on Approvals
3. Timeline – Street Closure and Sidewalk Dining
4. Closing Hour for Outdoor Extensions
5. Live Entertainment in Outdoor Extensions

Background/Discussion

All Liquor Licensed establishments must submit plans via town website: **OUTDOOR DINING APPLICATION**.

Impact: Environmental ☐ Fiscal ☐ Community☐ Other☐

N/A

Board/Commission Recommendation

N/A

Public Outreach

Public hearing advertised in 4/1/2021 I&M

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

N/A

Attachments

Outdoor Seating Presentation







Nantucket Economic Recovery Task Force

Outdoor Dining/Street and Sidewalk Closures

Report to the Select Board, April 7, 2021

2021 OUTDOOR DINING: Select Board Considerations

- Review and Approval of PRIVATE PROPERTY Outdoor Expansions per Emergency Order #50.

- Review and Approval of PUBLIC PROPERTY Outdoor Expansion Plan, Road Closures and Sidewalk Dining per Emergency Order #50.
  - Approve Sidewalk/Street License Agreement Conditions.
  - Approve Timeline for closures.
  - SIDEWALK DINING RECOMMENDATION: Sidewalk Dining allowed following inspection of set-up to begin no earlier than Week of April 12 – weather permitting.
  - STREET CLOSURE RECOMMENDATION: Street Closures allowed to begin no earlier than Week of April 18 – weather permitting. Inspections to begin after barriers installed. No barriers will be installed until restaurant is fully prepared to begin operations.

- Establishing Conditions of All Outdoor Spaces to include Closing Hour and Live Music.
  - CLOSURE: Recommended Closure of Outdoor Expansion Spaces:
    - Weeknights (Mon. – Wed.) 10:00 pm; All customers off outdoor premises by 10:30 pm.
    - Weekends (Thurs. – Sun.) 11:00 pm; All customers off outdoor premises by 11:30 pm
  - ENTERTAINMENT: Recommended Outdoor Spaces be allowed light background, recorded music until 10 pm.
    - Live Music: One-day permit process allowed for Live Music requests based on existing State Performance Guidelines at the time of the request.

2021 Alteration of Premises: Private Property

2021 OUTDOOR SEATING EXPANSION PRIVATE PROPERTY *All establishments below have property owner approval for expansion to outdoor space as noted below and in attached layouts.				
LIC#	**DBA**	**LICENSED OUTDOOR SPACE**	**CHANGES FROM 2020?**	**APPLICATION: ALTERATION OF PREMISES ADDITION OF OUTDOOR DINING AREA**
#03217-RS-0762	**Charlie Noble** **15 South Water Street**	No	No	14 tables on back patio/private parking area along Easy Street
#00011-RS-0762	**Chicken Box** **12-16 Daves Street**	No	No	12 tables in adjacent parking area with food trailer and food permit
#00201-RS-0762	**CRU** **49 Straight Wharf**	Patio	No	3 tables roped off adjacent to existent patio space and 12 on dock alongside building
#00082-RS-0762	**Faregrounds** **27 Fairgrounds Road**	Deck	No	12 tables in parking area in front of building along Fairgrounds Rd.
#00120-RS-0762	**Fifty-Six Union** **56 Union Street**	Patio	No	6 tables in lawn area adjacent to patio
#00171-RS-0762	**Island Kitchen** **One Chins way**	Deck/patio	No	Total 66 additional seats in parking area
#00154-RS-0762	**Kitty Murtagh's** **Four West Creek Road**	No	No	10 tables in lawn area adjacent to building and parking lot
#00175-RS-0762	**Lola 41** **15 South Beach Street**	Patio	No	10 tables in adjacent parking lot
#00053-RS-0762	**Muse** **44 Surfside Road**	No	No	10 tables in front parking area along Surfside Rd

2021 Alteration of Premises: Private Property

LIC#	DBA	LICENSED OUTDOOR SPACE	CHANGES FROM 2020?	APPLICATION: ALTERATION OF PREMISES ADDITION OF OUTDOOR DINING AREA
#04653-RS-0762	Or, The Whale 38 Main Street	Patio	No	3 tables in adjacent alley/easement Sidewalk Tables to be reviewed seperately with Public Property locations.
#00208-RS-0762	Proprietors 9 India Street	No	Additional Tables added on neighboring private property	3 tables on patio of adjacent property - Roberts House Inn 4 tables in adjacent courtyard 8 tables alongside and between Proprietors building and Craftmasters
#00091-RS-0762	Sea Grille 45 Sparks Ave	No	No	5 tables on front lawn along Sparks Ave.
#00138-RS-0762	Slip 14 14 Old South Wharf	Patio	Additional tables added along wharf.	10 tables alongside and in front of building along Old South Wharf
#00021-RS-0762	Straight Wharf Restaurant	Decks	No	12 additional tables adjacent to building and along dock area
#00049-RS-0762	Tavern 4 Harbor Square	Patio and Gazebo	No	2 additional tables adjacent to patio
#04909-RS-0762	The Beet 9 South Water Street	No	No	6 tables alongside building on private easement betweeen Easy and South Water
#00039-CL-0762	VFW 22 Bunker Road	No	Yes. Area moved to opposite side of building.	14 tables in adjacent parking area

SELECT BOARD MOTION: Private Property

The vote of the Select Board to allow Expanded Outdoor Seating and Service on Private Property includes the following conditions:

- Any approval will be made on a single-season, non-precedent setting basis.
- If approved, Licensees must abide by all rules, regulations, laws, advisories, and guidelines issued by the Town, state, and federal government. These include all social distancing requirements.
- The Licensee must have the legal right to occupy the temporary extension. For outdoor space on private property, a letter from the landlord granting the right to utilize the space is required before Dining operations are allowed.
- Approval of Private Spaces is effective immediately. All spaces subject to inspection and alteration by Town Departments (Fire, Health, etc.) per Codes and safety regulations.

- MOTION: *Select Board votes to approve the single season alteration of premises to include temporary outdoor space for service of food and alcohol per COVID-10 Emergency Order 50 issued September 10, 2020 by Governor Baker. Approval is valid until December 31, 2021 or until sixty (60) days after end of state of emergency (whichever comes first) or as further amended by Governor Baker and/or the ABCC or Select Board. Upon expiration, the Licenses will revert back to their original approved premises.

2021 Alteration of Premises: Public Streets/Sidewalks

2021 OUTDOOR SEATING EXPANSION PUBLIC STREETS AND SIDEWALKS						
LIC#	**DBA**	**EXISTING LICENSED OUTDOOR SPACE**	**STREET SPACE**	**SIDEWALK SPACE**	**CHANGES FROM 2020?**	**APPLICATION: ALTERATION OF PREMISES ADDITION OF OUTDOOR DINING AREA**
#00166-RS-0762	Boarding House Federal Street	YES Patio and Deck	YES	NO	NO	Dining Area located in 3-4 One hour parking spaces directly in front of premises on Federal Street.
#00031-RS-0762	Club Car Main Street	NO	YES	YES	NO	Full Street Closure of Still Dock between Easy and S. Water. Written approval of private parking space owner and adjacent businesses required. Additional 4 tables fronting building on Main Street.
#00020-RS-0762	Ventuno Oak Street	YES Patio	YES	NO	NO	Full Street Closure of Oak between S. Water and Federal. Clear pathway for Atheneum back exit required. West half of Street only. East side used by Quequegs/Town. Spaces must be seperated from each other and public sidewalk to remain open to pedestrians.
#00173-RS-0762	Quequegs/Town Oak Street	YES Patio	YES	NO	NO	Full Street Closure of Oak between S. Water and Federal. East half of Street only. West side used by Quequegs/Town. Spaces must be seperated from each other and public sidewalk to remain open to pedestrians.
#04769-RS-0762	The Gaslight North Union Street	YES Patio	YES	NO	YES Addition of Decking over cobblestones.	Full Street Closure of N. Union between Main and Cambridge. Allow truck access to alley behind Murray's. Decking to be added to cover cobblestones directly in front of restaurant only.
#00211-RS-0762	Nautilus Cambridge Street	NO	YES	NO	YES Reduction of Space.	**Option 1:** Partial Closure of cambridge with Dining Ares in street in front of restaurant only. Parking spaces removed for traffic flow on opposite side of street. **Option 2:** Full Street of Cambridge between S. Water and Easy. Seating area must be located in front of Nautilus and PPX only.
#00005-RS-0762	Le Languedoc Broad Street	YES Patio	NO	YES	NO	Dining Tables alongside parking spaces on Broad - in front of restaurant only.
#0-RS-0762	Dune Broad Street	YES Patio	NO	YES	NO	Dining Tables alongside parking spaces on Broad - in front of restaurant only.
#03273-RS-0762	Afterhouse Broad Street	NO	NO	YES	NO	Dining Tables alongside parking spaces on Broad - in front of restaurant only.

2021 Alteration of Premises: Public Streets/Sidewalks

2021 OUTDOOR SEATING EXPANSION PUBLIC STREETS AND SIDEWALKS						
LIC#	DBA	EXISTING LICENSED OUTDOOR SPACE	STREET SPACE	SIDEWALK SPACE	CHANGES FROM 2020?	APPLICATION: ALTERATION OF PREMISES ADDITION OF OUTDOOR DINING AREA
#00208-RS-0762	Proprietors 9 India Street	NO	YES	NO	YES Approved street space not used last year.	Partial Street Closure. Parking removed and traffic flow shifted to South side of street. Are in front of Proprietors and along side of Roberts House to be decked for dining tables with agreement from neighboring businesses. Loading Zone to be moved across street along with 2-3 parking spaces.
#04022-RS-0762	Lemon Press Main Street	NO	NO	YES	YES Reduction of Space.	Dining Tables alongside parking spaces on Main - in front of restaurant only. Remainder of sidewalk must be kept clear of tables and host stands. One 'lane' of tables only and no blocking of adjacent businesses.
#00167-RS-0762	Rose & Crown South Water Street	NO	YES	YES	NO	Dining Tables alongside street side of sidewalk with open lane for pedestrians in front of building and in removed spaces alongside tables.
#00210-RS-0762	Backyard-BBQ Lower Main Street	NO	NO	YES	NO	Dining Tables alongside building only. Sidewalk must be kept clear alongside street side for traffic flow to/from boat and taxi stand.

Street/Sidewalk Dining: Conditions of License

1. **STATE/TOWN COVID GUIDELINES**
   - Licensees must adhere to the state's guidelines regarding social distancing and COVID-19 preventions including the requirement that tables be separated by a minimum of six (6) feet and that no more than six (6) individuals, including children, be allowed at a table.
   - Masks must be worn at all times by staff. Face shields are not sufficient.
   - A QR Code will be provided to include on all signage to allow customers to scan for complete up to date information on COVID related restrictions, guidelines, etc.



2. **SIDEWALK DINING:**
   - The sidewalk must be kept clear for pedestrian access. No operations may take place on the sidewalk that impedes pedestrian flow. Operations should only happen within the dining area and other approved space.
   - Tables in public sidewalks limited to parties of 2-4 only. Larger groups (as allowed by current COVID protocols) must be on/in licensed premises.
   - Tables on sidewalks must be limited to one side of sidewalk – no doubling up on both sides to narrow pedestrian traffic lane. No Sidewalk wide enough for double sided seating.
   - Main St. Sidewalks to have 5-6 feet clearance between buildings and chairs
   - Lesser traveled sidewalks to be 3-4 feet clearance
   - Outdoor seating on sidewalks may not extend past the restaurant frontage unless permission is granted by impacted neighbor(s) and the Town/Select Board.
   - Non-accessible surfaces (i.e. cobblestones, grass, etc.) must provide seating on smooth accessible surfaces with an accessible route to get there.

3. **ABCC PATIO GUIDELINES:**
   - The premises must be enclosed by a fence, rope, or other means to prevent access from a public walkway.
   - The outdoor area must be contiguous to the licensed premises with either (a) a clear view of the area from inside the premises, or, alternatively (b) the licensee may commit to providing management personnel dedicated to the area.

Street/Sidewalk Dining: Conditions of License

4. **OCCUPANCY:**
   - All establishments are held to their current maximum occupancy as listed on the COI (unless otherwise adjusted by Health or other limits) regardless of expanded space. The current approved occupancy must not be exceeded with the addition of outdoor space.
   - Applies to all spaces – public and private locations.

5. **Responsibilities of the Restaurant:**
   - Procurement of tables, chairs, disinfecting stations, and any other physical items that will be inside the outdoor dining area;
   - Barriers can be decorated, plants can be placed on the barriers, and other materials may be allowed with approval.
   - Daily maintenance and cleaning of the area inside and around the outside of the approved Dining Area. The area must be kept clean of trash, food, and other debris.
   - Line Cue management – no lines or waiting guests may block pedestrian access to sidewalk or extend onto an open public street.

6. **Rights of the Town of Nantucket/Select Board:**

   The Town of Nantucket reserves the right to revoke its permission to allow Dining on Public Streets and Sidewalks for the following reasons:
   - The operation of the outdoor dining area is not in compliance with submitted safety protocols;
   - The operation of the outdoor dining area is negatively impacting pedestrian travel along the public sidewalk and/or public way and/or is not facilitating safe passage in accordance with Americans with Disability Act requirements.
   - Town Administration, Town Inspectors, Chief of Police, and/or their designees determine that the operation of the area is negatively impacting public health and safety.
   - In the event of a weather emergency, public health emergency, public safety emergency, or otherwise notified by the Town, Licensees may be required to remove all material from the street.

SELECT BOARD MOTION: Public Streets/Sidewalks

The vote of the Select Board to allow Expanded Outdoor Seating and Service on Public Streets/Sidewalks includes the following conditions:

- Any approval will be made on a single-season, non-precedent setting basis and may be rescinded by the Board at any time.
- Licensees must abide by all rules, regulations, laws, advisories, and guidelines issued by the Town, state, and federal government. These include all social distancing requirements and Street/Sidewalk License Agreement with the Town of Nantucket.
- Approval of Public Spaces is effective no earlier than week of April 19. Streets will not be closed until establishments are ready to set-up and serve outdoors.
- Licensees must provide evidence of liability insurance as directed by the Town.

- MOTION: *Select Board votes to approve the single season alteration of premises to include temporary outdoor space for service of food and alcohol per COVID-10 Emergency Order 50 issued September 10, 2020 by Governor Baker. Approval is valid until December 31, 2021 or until sixty (60) days after end of state of emergency (whichever comes first) or as further amended by Governor Baker and/or the ABCC or Select Board. Upon expiration, the Licenses will revert back to original approved premises.

Partial Street Closure: India between Centre & Federal

- **Lane Closure on Left Side of Street with decking installed over cobblestones.**
- **Parking Spaces: Removes 6-8 One Hour Parking Spaces**
- **Traffic Flow shift to Right Side of one-way street**
- **Loading Zone Shift to opposite side**
- **Restaurants: Proprietors (Company of Cauldron has not submitted application but could benefit from closure).**
- **2020: Approved by Select Board 8-5-20 but not implemented.**





Parking Lane Closure: Federal at India

- **Parking Spaces: Removes up to 3 One Hour Parking Spaces**
- **Restaurants: Boarding House/The Pearl**
- **2020: Operated in this space from August – October. No substantial changes to this plan.**



Street Closure: Still Dock between Easy and South Water

- **Parking Spaces: Removes up to 3 One Hour Parking Spaces**
- **Private Parking Spaces: 4 Private spaces are moved to park at S. Water Street side of Still Dock per private agreement with owner**
- **Sidewalk: 4 Tables alongside building on Main Street**
- **Restaurants: The Club Car**
- **2020: Operated in this space from June – October. No changes to this plan.**





Street Closure: Oak Street between S. Water and Federal

- **Parking Spaces: Removes up to 8 One Hour Parking Spaces**
- **Restaurants: Queequeg's/Town and Ventuno**
- **Decking required to cover street and keep sidewalk open for pedestrians.**
- **Exit from Atheneum must be kept completely clear with path to sidewalk.**
- **2020: Operated in this space from June – October. No substantial changes to plan.**





Street Closure: N. Union between Main and Cambridge

- **Parking Spaces: Removes One One Hour Parking Space, One 30 minute space and one loading zone**
- **Restaurants: Gaslight Nantucket**
- **Decking requested required to cover street and keep sidewalk open for pedestrians.**
- **Street closure to allow clearance for deliveries to proceed into alley behind Murray's Liquors.**
- **2020: Operated in this space from June – December. New addition to plan for 2021 is request to allow decking to be put down in front of building over cobblestones. Same set-up as Oak Street.**





Street Closure: Cambridge between S. Water & Easy

- **Parking Spaces: Removes up to 10 One Hour Parking Spaces**
- **Restaurants: PPX (special event only)/Nautilus**
- **2020: Operated in this space from June – December. Space will be reduced to end at the separation point between Nautilus and Nalu. Reduces space by 4-6 tables.**
- **Rope/Stanchions must be added to separate dining from pedestrians on sidewalk.**





Sidewalk Dining: Broad Street

- **Parking Spaces: No Parking Spaces Lost**
- **Restaurants: Le Languedoc; Dune; Afterhouse (South Side)**
- **Restaurants: Greydon House (North Side)**
- **2020: All spaces operated from June – October.**
- **Some reduction in tables or adjustment in location will be required to maintain proper clearance. One ‘lane’ of tables preferred.**



Sidewalk Dining: Main Street

- **Parking Spaces: No Spaces removed**
- **Restaurants (South Side): Or The Whale**
- **Restaurants (North Side): Lemon Press; Club Car**
- **2020: All spaces operated from June – October.**
- **Some reduction in tables or adjustment in location will be required to maintain proper clearance. One ‘lane’ of tables preferred.**







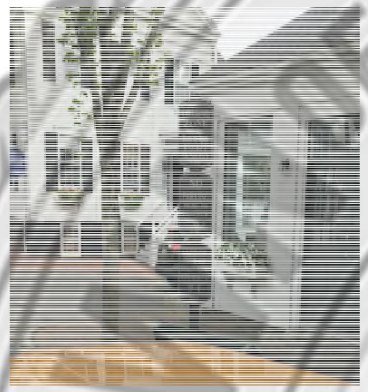
Sidewalk Dining: South Water Street

- **Parking Spaces: 3-4 Spaces removed**
- **Restaurants: Rose & Crown**
- **2020: Operated in space from June – October. Pedestrian traffic diverted into blocked parking spaces with an ADA accessible lane left down sidewalk.**



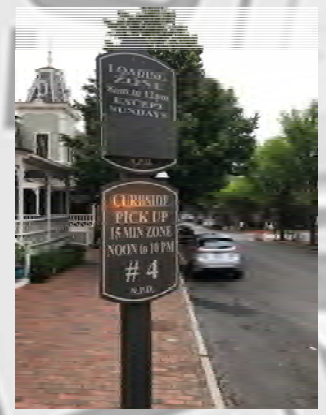


UPDATE: Loading Zone/Pick-up Zone













UPDATE: Loading Zone/Pick-up Zone

Loading Zone Highlighted Below to convert to Pick-up/Curbside Delivery (15 minute) Zones Daily

#1 Centre Street at India 4:00-10:00 pm

#2 India at Federal Street 4:00-10:00 pm

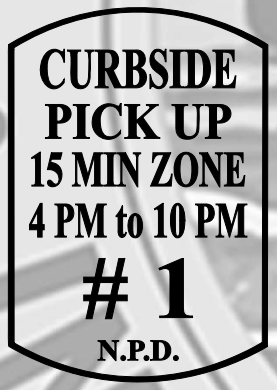
#3 Broad Street at Centre 4:00-10:00 pm

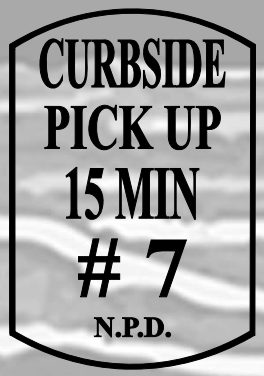
#4 Broad Street @ Brotherhood 12 Noon-10:00 pm

#5Oak Street at South Water 2:00-10:00 pm

#6 Salem Street @ Candle 8:00 am–7:00 pm







From:	Melissa B. Murphy
To:	Libby Gibson; Erika Mooney
Subject:	FW: Main Street Restaurant Seating
Date:	Monday, April 5, 2021 1:29:02 PM

From: S <ellis368@gmail.com>
Date: Monday, March 29, 2021 at 2:50 PM
To: "Melissa B. Murphy" <mbmurphy@nantucket-ma.gov>
Subject: Main Street Restaurant Seating

Dear Select Board,

I am greatly concerned regarding the potential sidewalk seating on Main Street.
Main Street is always crowded to begin with and last summer it was very difficult to get through the crowds gathered outside both Lemon Press and Or, The Whale because of the sidewalk seating. It was especially treacherous for the elderly and the handicapped. The other sidewalk or street seating areas in town are not an issue in terms of safety. But the safe navigation of Main Street, by both locals and tourists, is a real concern, in my opinion. I would also think it a potential liability for the Town.

Thank you,
Sarah Ellis
7 Silver Street

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Agenda Item Summary

Agenda Item #	XI. 1.
Date	4/7/2021

Staff

Assistant Town Managers, Director of Culture and Tourism, Licensing Agent, Finance Director (Work Group)

Subject

Jetties Beach Concession 2022-2026 Lease RFP with Awning Discussion

Executive Summary

At its March 3 meeting (continued from February 10, 2021), the Select Board voted 4-1 to pay up to $30,000 in repairs to the damaged Jetties awning owned by the concessionaire, Sandbar LLC, in return for Sandbar signing over the awning to the Town. However, due to substantial damage to the awning from the March 19 storm, staff and Counsel recommend that it is no longer in the best interests of the Town to take ownership of the awning and therefore recommends the Town neither pay for repairs nor take ownership and instead the Sandbar remove the awning and fixed metal frame immediately per the Building Commissioner.

Staff Recommendation

Procedurally, Town Counsel recommends the best approach would be for the Board to reconsider its March 3, 2021 4-1 vote to authorize the repairs to the awning and take ownership. If the motion to reconsider passes, then Counsel recommends the following motion:

"Move that the Board direct Town Administration to notify the current tenants that, in light of the recent damage to the awing due to storm damage, the Town does not intend to make any further repairs to the awning for the upcoming season or to take ownership of the awning. Town Administration is also directed to notify the current tenants that they should remove the awning immediately per the Building Commissioner. The Board further requests that Town Administration provide a recommendation to the Select Board regarding revisions to the draft RFP to address the use of the outside dining area during the new 5-year lease term."

Staff recommends that the Select Board reconsider its vote of March 3, 2021 and instead consider a vote to not pay for the repairs to the Jetties awning and not take ownership of the awning from the Sandbar.

Further, staff recommends that the current awning and fixed metal structure be removed immediately per the Building Commissioner at the expense of the Sandbar with oversight by DPW or its engineer.

Also, staff recommends the RFP for the next concession contract reflect that there will be no fixed awning on the Jetties Concession deck and further that should a concessionaire wish to install a shade and wind-blocking system the system cannot be fixed to the Concession building and must be retractable or removable for inclement weather and end-of season.

Finally, due to the lack of an awning and potential loss of business due to inclement weather, staff recommends that the minimum lease payment be decreased to the 2017 minimum and all other lease terms voted at the March 3, 2021 meeting remain the same:

- A Request for Proposals (RFP) under Ch30B, Sec. 16 to publicly solicit bids. An RFP includes comparative criteria to ensure the Town can choose the most responsive and responsible bid. Price (Lease Payment in this case) is submitted separately and not considered until comparative criteria are reviewed, graded and the most advantageous bid is selected.
- Create a dedicated revolving fund for concession repairs from the Jetties Concession revenues.
- 5-year lease agreement
- Minimum 2022 Lease Rent = ~~$150,236~~ $120,000 to adjust for potential impact of loss of awning on business in inclement weather.
- Minimum annual lease rent payment increase at 3.0%
- Minimum revenue share of 5.0% over $1,000,000 in gross food, retail and event revenue
- Remove alcohol sales from Revenue Share due to restrictions on the Town having beneficial interest in an alcohol license it awards to a Town vendor.
- No more than 15 permitted events (May-October)
- No more than 4 private events (May, June, September, or October only)

Background/Discussion

At its March 3, 2021 meeting (continued from February 10, 2021), the Select Board voted on lease terms for the next Jetties Concession contract. The current 5-year lease agreement for the Jetties Beach Concession expires at the end of the 2021 season (2017-2021).

At that meeting the Board voted 4-1 to pay up to $30,000 to repair damage to the fabric and structure of the awning on the Concession building in exchange for the Sandbar, the concessionaires, to sign over the awning and fixed structure to the Town.

On March 19, 2021 a winter/spring wind and rain storm made scientifically more damage to the awning, specifically the metal structure.

On Monday, March 22 staff Zoomed with Town Counsel to discuss the damage. Town Counsel believes that taking ownership now is no longer in the best interests of the Town and recommends that the matter be brought back to the Select Board to reconsider their vote.

On Wednesday, March 24 staff and the Building Inspector and Fire Chief inspected the awning structure resulting in the Building Commissioner requiring the entire system be removed prior to opening for the season.

On March 25 an application was filed with the HDC and the Sandbar began the process to seek a contractor to remove the fabric and structure.

Impact: Environmental [ ] Fiscal [x] Community [x] Other [ ]

Fiscal: Annual lease payments and revenue share to the Town
Community: A long-serving island tradition for the enjoyment of residents and visitors

Board/Commission Recommendation

N/A

Public Outreach

N/A

Attachments

2/10/21 Select Board Meeting Agenda Item Summary Sheet (continued to 3/3/21)

Agenda Item Summary

Agenda Item #	XI. 2.
Date	2/10/2021

Staff

Assistant Town Managers, Director of Culture and Tourism, Licensing Agent, Finance Director (Work Group)

Subject

Jetties Beach Concession 2022-2026 Lease RFP

Executive Summary

Proposed RFP and Term Sheet for a 5-year lease agreement for the Jetties Beach concession, retail shop, bathhouse and beach event area. This is a real property transaction and regulated under Ch30B, Sec. 16: Real Property; Disposition or Acquisition.

Staff Recommendation

Using the current concession lease agreement as a model, staff recommends the following:

- A Request for Proposals (RFP) under Ch30B, Sec. 16 to publicly solicit bids. An RFP includes comparative criteria to ensure the Town can choose the most responsive and responsible bid. Price (Lease Payment in this case) is submitted separately and not considered until comparative criteria are reviewed, graded and the most advantageous bid is selected.
- 5-year lease agreement
- Minimum 2022 Lease Rent = $150,236; 3.0% increase over 2021 as base (2021 Lease Rent = $145,860).
- Minimum annual lease rent payment increase at 3.0%
- Minimum revenue share of 5.0% over $1,000,000 in gross food, retail and event revenue
- Remove alcohol sales from Revenue Share due to restrictions on the Town having beneficial interest in an alcohol license it awards to a Town vendor.
- No more than 15 permitted events (May-October)
- No more than 4 private events (May, June, September, or October only)

Background/Discussion

The current 5-year lease agreement for the Jetties Beach Concession expires at the end of the 2021 season (2017-2021). Disposition of real property is regulated by M.G.L. Ch30B, Sec. 16 therefore the concession lease must be publicly bid via a Request for Proposals (RFP). In order to give enough lead time for the winning vendor to prepare for the 2022 season, an RFP is issued before the 2021 season begins.

Starting in October 2020 a staff work group was assembled by the Town Manager to review the concession RFP process and contract language. The work group looked at a few other towns' RFPs or agreements but nowhere did the work group find a seasonal concession with as complex an operation as Jetties that includes a large dine-in and take-out restaurant with full liquor license, a large retail shop, bathhouse facility and a beach event area. The work group also reviewed the last two Jetties RFPs and contracts and came up with the following revised documents, eliminating quite a bit of unnecessary or repetitive language and correcting a few contradictions and inconsistencies (dates, contact information, missing Exhibits, extra Exhibits, inconsistent terms, spelling, etc.).

In an attempt to make the RFP (and eventually the lease agreement) more manageable and less prone to inserting new language in one location and forgetting to do it in another, the work group pulled out all the lease terms from the body of the previous RFPs and the contracts and put them into "Exhibit A". Within Exhibit A the Jetties Agreement Lease Terms are grouped into 8 sections to better capture the different complex business areas of the operation and avoid repeating language in each function area:

- Section I - General Lease Terms
- Section II - Premises Maintenance, Custodial and Litter
- Section III - Concession Service (Food and Alcohol)
- Section IV - Concession Building
- Section V - Retail Shop
- Section VI - Bathhouse
- Section VII - Function Area
- Section VIII - Insurance and General Obligations

After the work group completed its efforts, the draft RFP and Term Sheet were circulated to Town Departments for input and edits. The attached RFP and nine Exhibits are the final version.

The current Lease Agreement payment terms for Sandbar, LLC are as follows:

a. **Lease Amount**: ~~$663,075.00~~
($593,617.50 – first 2020 payment waived due to COVID)

b. **Payment Increments**
(3.0% increase annually required; 5.0% increase annually bid):

July 1, 2017:	$60,000.00 (paid)	August 1, 2017:	$60,000.00 (paid)
July 1, 2018:	$63,000.00 (paid)	August 1, 2018:	$63,000.00 (paid)
July 1, 2019:	$66,150.00 (paid)	August 1, 2019:	$66,150.00 (paid)
July 1 2020:	~~$69,457.50~~ (waived by Board due to COVID)		
		August 1, 2020:	$69,457.50 (paid)
July 1, 2021:	$72,930.00	August 1, 2021:	$72,930.00

c. **Monthly Sales Percentage Over $1,000,000 Gross Sales**
(3.0% increase annually required):

2017: 5.0% ($85,797 all deposited to General Fund)
2018: 5.0% ($102,500 - $61,856 General Fund; $40,635 to A Safe Place)
2019: 6.0% ($132,892 - $87,978 to General Fund; $44,914 to ASAP Inc)
2020: 6.0% ($91,871 - $53,405 to Gen Fund; $38,467 to Food, Fuel & Rental Assist)
2021: 6.0%

It was determined after the 2017 season that the Town cannot have a beneficial interest (e.g. revenue share) in a liquor license that is awarded by the Town. Per Kris Foster, General Counsel to the ABCC, that per G.L.c.44, §58:

> "No city or town shall pay a bill incurred by any official thereof for wines, liquors or cigars – would prohibit a municipality from having an interest in a liquor license, absent a special act that permitted it. . . It is the ABCC's position that (1) a lessor or landlord may not receive a percentage of alcohol sales without being listed as a beneficial interest holder in the license, and (2) a municipality may not hold such an interest in a license without authority from a special act."

Since 2017 the current concessionaire, Sandbar LLC, has been donating the contracted revenue share of liquor sales to a local human services agency. This was deemed appropriate by Town Counsel.

d. Gross Sales:

2017: $2,715,940
2018: $3,050,000
2019: $3,214,867
2020: $2,531,184
2021:

Regarding the awning, Town Counsel had offered the following opinion:

Since the awning structure is attached to the building and has been maintained by the Town, in my opinion, if the Town were to include a requirement in the lease that the concessionaire keep the awning in good repair, the work of the concessionaire in doing so would be subject to the public construction laws, including the Prevailing Wage Law, in the same manner that as the Town would be.

While you could certainly require the concessionaire to perform the repair work on the awning, I am not sure what advantage the Town achieves from a cost standpoint. Further, it may be a challenge to insure proper repairs are made and that compliance with the public construction laws is achieved if a private party performs the work

One option you may want to consider is to include in the RFP a requirement that the concessionaire maintain a maintenance and repair reserve fund out of proceeds from operating the concession. While this will likely reduce the revenue the Town sees from the concession, this would insure a dedicated fund is available which the Town would have available to maintain the awning. The lease could provide that the concessionaire is required a set aside a designated amount each month to maintain the awning with

either the concessionaire or the Town having access to the fund depending on how you wish to set this up.

Impact: Environmental [ ] Fiscal [x] Community [x] Other

Fiscal: Annual lease payments and revenue share to the Town [ ]
Community: A long-serving island tradition for the enjoyment of residents and visitors

Board/Commission Recommendation

N/A

Public Outreach

Public Procurement under Ch30B outreach requirements to include posting in local newspaper, Town website and bulletin board. Optional site walk-through.

Attachments

Draft 2022-2026 Jetties Concession RFP; Exhibits A thru H; Concession Lease and Revenue Actuals 2017-2020

Steven Holdgate -President
Nantucket Hunting Association Inc.
20 Amelia Dr
Nantucket, MA 02554
March 6th, 2021

Dawn E. Hill Holdgate and Members of the Board
Chair – Select Board
Town of Nantucket
16 Broad St.
Nantucket, MA 02554

Dear Dawn E. Hill Holdgate and Members of the Board:

As President of the Nantucket Hunting Association Inc. (NHA), a charitable non-profit community educational organization, I am formally requesting the Select Board renew a land lease between the Town and the NHA for land currently leased for the purpose of constructing a training and recreational facility for the shooting sports, including archery.

The ten-year lease will expire in April 2021. As depicted in a timeline document sent to the board, it is evident there have been many delays in the process of developing this project that the NHA did not have much control of:

- In December 2008, the Board of Selectmen (BOS) and NHA agreed to amend the 2006 lease if a portion of leased land was released for the Town to use for endangered species mitigation. In 2009, after re-designing a scaled down facility, the NHA agreed to release 19 acres.
- It was also agreed a work group would negotiate terms and conditions of the amended lease with some members representing opposition concerns. A start of construction deadline was optimistically set at 18 months. After two years, the lease was eventually signed in April 2011.
- Due to strong opposition from a small group of mostly part time residents, the ZBA insisted on engineered plans, not usually required for ZBA issued permits. The NHA decided to alter the site plan and to apply for a special permit at the Planning Board. The continued opposition at the Planning Board resulted in a thorough vetting by means of six hearings. This unexpected lengthy process took until January 2013, three months past the start of the construction deadline. I hope the board can conclude that the delays resulting in the NHA not starting construction by the optimistic deadline was out of the NHA's control.

- The longest delay was a result of legal litigation resulting from an opposition group appealing the Planning Board's decision to grant a special permit. This costly litigation was heard by two courts and rejected by a third and took over six (6) years.

The final permit needed to break ground is the endangered species permit. As soon as the last Special Permit appeal was denied, the NHA contacted our environmental consultant to re-engage with the state's Natural Heritage Endangered Species Program (NHESP) staff to resume the application process for an endangered species permit. This lengthy submittal process is now close to being finalized. It is expected that the permit application will be shared with the Town and submitted by the end of this month.

I hope the Select Board understands the importance to our community of having a clean, safe, and organized facility for the required training, practice, and certification of our law enforcement personnel as well there being a safe educational training facility for all island residents. In consideration of the time, effort, and large expenditure of funds to date on this important and safe community project, we are asking the Select Board to help us in finishing this project by approving the renewal of our land lease.

Sincerely,

Steven Holdgate

Steven Holdgate -President
Nantucket Hunting Association Inc.

From:	John Giorgio
To:	Libby Gibson
Cc:	Ken Beaugrand; Gregg Tivnan; Brian Turbitt; Vicki Marsh; Erika Mooney
Subject:	FW: Hunting Association Lease
Date:	Tuesday, March 30, 2021 3:47:43 PM
Attachments:	image003.png image002.png HistoryTimeLine and CounselOpinion.pdf Lease Amended & recorded 1.15.2013.pdf PB Sp Permit - Nantucket Hunting Assoc 020713.pdf Town Meeting votes.pdf

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Dear Libby;

You have asked me to outline the steps the Town would have to take in order to extend the lease of the Town land to the Nantucket Hunting Association. By way of background, I am attaching for your information the relevant background documents.

For the reasons stated below, it is my opinion that (1) the Town may grant a new lease to the Hunting Association for a term not to exceed 5 years. If the Select Board would like to consider a lease with a term of more than 5 years, Town Meeting authorization would be required; and (2) if the fair market value of a 5 year lease will exceed $35,000, the Town would first have to issue a Request for Proposals pursuant to G.L. c. 30B, §16.

Facts

As the attached Timeline shows, by vote of Town Meeting under Article 90 of the 2004 Annual Town Meeting, the Board of Selectmen was authorized to lease the land to the Nantucket Hunting Association. The Town Meeting vote, however, did not state a term of years for the lease.

In 2006, the Town issued an RFP for the lease. The lease agreement attached to the RFP stated that the term of the lease would be 10 years "to be extended to 25 years upon ATM approval."

On April 13, 2011, the Hunting Association and the Town, for reasons unknown to me, entered into an Amended and Restated Ground Lease Agreement, which stated that the lease will be for a term of 10 years commencing on the date the Ground Lease is fully executed. The Restated and Amended Ground Lease Agreement is set to expire on April 12, 2021.

The Nantucket Hunting Association is now requesting that the Select Board extend the ground lease.

Town Meeting never voted to authorize an extension of the ground lease beyond the original

term of 10 years as set forth in the Amended and Restated Ground Lease.

Section 46.2 of the Town Code provides:

> The Board of Selectmen may enter into short-term leases of Town-owned property (not to exceed five years), including vacant or improved land or portions thereof, on terms and conditions it deems reasonable, without the further necessity of Town Meeting approval.

Town Meeting Authorization:

In my opinion, based on the fact that the 2004 vote of Town Meeting did not expressly authorize a ground lease for a specific term, and because the RFP issued by the Town in 2006 and the 2011 Amended and Restated Ground lease ground lease limited the term of the ground lease to 10 years, the Select Board may only grant a lease for up to 5 years in accordance with Section 46.2 of the Town Code , unless Town Meeting votes to authorize a longer term. In my further option, a new 5 year lease could provide that it shall automatically extend for an additional period contingent on Town Meeting authorization of a longer term.

Procurement of a New Ground Lease

If the fair market value of the ground lease over the 5 year term exceeds $35,000 as determined by an appraisal or an opinion of the Assessors, the Town will have to issue an RFP before issuing any new lease pursuant to the requirements of G.L. c. 30B, §16. Given the vague language in the original RFP and the fact that the Amended and Restated Ground Lease simply provided for a term of 10 years, in my opinion, from a procurement perspective, the Town has no ability to enter into a new lease without complying with c. 30B.

Other Considerations

Based on the procurement analysis, it is obvious that the Town will not be able to comply with the procurement requirements prior to the expiration date of the current 10 year lease which is April 12, 2021. Nevertheless, as long as the current tenant does not intend to perform any work at the site or otherwise occupy the land, I think that the Town can proceed with the issuance of an RFP and, if the current tenant is awarded the lease, they could initiate or resume activities at the site.

Please let me know if you have any questions.

John

-

-

John W. Giorgio, Esq.
KP | LAW
101 Arch Street, 12th Floor far
Boston, MA 02110
O: (617) 556 0007
D: (617) 654 1705
F: (617) 654 1735
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SHOOTING PARK DEVELOPMENT HISTORY – JAN. 2020

Date	Description of project event / issue
Nov 17, 2003	Presented original proposal to Selectman at workshop meeting.
2004	Finance Committee amended Article 90 & recommended to adopt.
March 2004	Hired Surveyor and started proposed site plan.
April 14, 2004	**Article 90 adopted by more than 2/3 vote.**
June 2004	Plant Survey initiated by hired consultant.
2005	Site survey work & site plan development.
June 2006	Request for Proposal from Town released. (Two year wait for RFP)
Aug 2006	Proposal to Town's RFP Submitted & accepted by Town.
March 2006	New NHESP endangered habitat assessment protocols released, requiring seasonal surveys.
Dec. 6th 2006	**Land Lease written & signed by Town & NHA**
Dec. 2006	Hired local Attorney to assist with permitting.
Dec. 2006	Land Parcel 78-5 posted with no trespassing signs and road blocked.
March 2007	Land Parcel 78-5 clean-up by NHA volunteers.
March 2007	**Meeting with Nantucket Conservation Foundation to discuss concerns as an abutter.**
June 2007	ZBA application submitted. Postponed to address abutters concerns.
June/July 2007	Discussions with abutting land owners to address concerns and needs. Drafted Memorandum of Understanding with NCF.
July 2007 – Aug 2007	Postponed ZBA hearing at request of Town BOS for Bulk Fuel Storage Committee research.
Sept. 2007	Changed local attorney due to medical issues.
Oct 2007	**First ZBA hearing conducted & continued to allow time to finalize Memorandum of Understanding and include Tom Nevers Association. Tom Nevers Assoc. president indicated they represent all home owners from Tom Nevers Rd. to the Airport.**
Oct. 2007	**Wigwam Residents filed opposition letters. ZBA hearing postponed to address new Wigwam concerns.**
Nov. 2007	Hired consultant to conduct Moth habitat survey.
Nov. 2007	**Noise study conducted by consultant using actual firearms. Noise levels measured below Town Bylaw requirements.**
Dec. 14, 2007	ZBA Hearing conducted & continued so board can listen to gun noise demonstration.
Jan 7th 2008	**ZBA site visit for gun noise demonstration.**
Jan 11, 2008	**ZBA hearing conducted. Board requested engineered site plans.**
Jan 22, 2008	Selectman requested meeting to discuss sharing land with local concrete plant. ZBA postponed.
Feb 2008	Site Insect study conducted by hired consultant. Rare moth habitats listed.
Mar. 17, 2008	Selectman called off plans to share site.
March 2008	NHA solicited bids for design engineer.
March 2008	NHA requested meeting with Selectmen to discuss approaching 2 yr construction clause of lease.
July 2008	NHA pulled application from ZBA as a result of ZBA board member resigning.
Sept. 2008	Design Engineering firm retained for design plans.
Nov. 6, 2008	**Executive meeting with BOS to discuss status of range. Selectman informed NHA council after meeting they intend to cancel lease at 24-month time line for**

	non-construction.
Nov. 2008	**NHA installed a test/monitoring well near old shooting area. NHA considered this starting construction.**
Dec. 10, 2008	**NHA & Selectmen negotiate compromise to write a new lease & submit a business plan within 120 days. Work group of Selectman & NHA members meet to discuss concerns.**
April 15, 2009	**At 120 days, business plan not satisfactory to Selectmen. Solutions to concerns not written into lease. A 3 week extension given by Selectman to rewrite Business plan & new lease. New lease requirements required by Town Council.**
2009	**2nd Business Plan submitted to BOS. A draft amended lease submitted to BOS for review.**
2009	**At Town's request to assist with Myles Reis / Industrial park creation - Agreed to modify project to reduce amount of land needed. Eliminated Skeet field for Trap field only and eliminated 200-yard rifle range. Land reduced from 48+/- acres to 27 acres.**
2009	**Land given up was approved for a Conservation Restriction for endangered species habitat Sept 21, 2009 to mitigate endangered species for Reis plant. Separate Article needed for Shooting Range Land and drafted for April ATM**
Nov. 2009	**Wigwam residents accuse NHA and Zoning officer of allowing illegal shooting activity on leased land. NHA president testifies at ZBA hearing denying any knowledge of the activity.**
March 2010	Retained consultant to create conservation management plan for NHESP permit. Signed first amendment to Land Lease showing reduced land parcel.
April 2010	**ATM Article passed allowing for CR on 18 acres of leased land.**
April – Dec. 2010	Continued working on Conservation Restriction and Design of Range structures and buildings. Met with Planning Board Staff to review possible MCD application submission instead of ZBA. Continued work shop meeting with selectman on lease amendments and new lease template released by Town council.
Jan 2011	**Wigwam resident makes offer to help fund project with conditions at a BOS meeting. Official contact through attorneys is made and communications with resident Dan Saevitz begins. Emails & meetings continue through 2012.**
Jan-April 2011	**Approved and signed amended ground lease. Signed April 11, 2011.**
Jan 2011	**Residents of Wigwam file suite against BOS for deciding to sign land lease. Nantucket Superior Court Civil Action No, 2009-00061.**
Jan. – Sept. 2011	**Proposals from design engineering firms too costly. Site master plan & structure plans created by volunteers on Range Committee. Decision made to submit an MCD permit application to the Planning Board.**
2011	National Rifle Association - MA Foundation Grant applied for and denied due to lack of funds and too many applicants.
2011	Community Preservation Committee (CPC) Grant applied for.
May 2011	**NHA rejects Dan Saevitz (Wigwam) offer to partially fund range with condition of further operating hour restrictions of NO shooting in summer months.**
Jan – April 2012	**CPC Grant awarded and approved by ATM vote. Funds to cover Construction Bond, site clearing and perimeter fence materials.**
Jan 2012	**Range Committee decided to depress range 4 feet below grade to aid in reducing noise after consulting with noise expert.**
Feb 2012	**Noise Consultant conducted a revised modeling study based on 2007 live fire noise study to model revised firing positions of latest range plan.**
May 2012	**Wigwam residents file suit against the Town claiming CPC Grant illegally awarded to NHA for purpose of building a range. Court makes judgement in favor of Wigwam residents and orders grant money returned.**
July 2012	MCD permit application submitted to the Planning Board.

OCT 2012	**Planning Board adjournment requested to give time to finalize an agreement with Dan Saevitz to modify the range design to enclose ranges, estimate costs and settle on a cost share.**
Jan 2013	**NHA Range Committee agrees to work with Wigwam to enclose ranges if Wigwam pays the cost difference of current design. Notification to be sent to Dan Saevitz of decision with list of conditions to be included in a memorandum of understanding.**
Jan 2013	**NHA / Wigwam negotiations stall due to no specific monetary cost share amount offered by Dan Saevitz.**
Jan 2013	**MCD Permit granted unanimously by NPLB after six (6) hearings.**
Feb 2013	**Wigwam residents file appeal of PB MCD permit in Land Court.**
April 2013 - 2015	Land Court took no action to progress the case. After several official inquiries, the court records inaccurately indicated the parties were in litigation in another court and wanted the case on hold. NHA notified court that NHA wanted the case to continue to trial. Wigwam head council left law office to become a Land Court Judge.
Feb 2014	**Wigwam resident Dan Saevitz solicits selectman to help mediate between parties to continue range enclosure negotiations. Matt Fee talks with Steve Holdgate & Dan Saevitz separately. Steve indicates we want a monetary commitment. Dan tells Matt they will contribute $100,000.00 for 25 yard range & clubhouse with no skeet during summer season. Steve rejects offer.**
June-July 2015	**Obtained domestic water well permit & installed well.**
Nov 2015	Retained new attorney to represent NHA & Town in Land Court appeal case.
Nov 2015 – May 2017	Land court trial took place in Nantucket & Boston sessions.
April 2016	**Third noise study conducted to include live fire at positions of current range design firing positions. Data used in Land Court case.**
Jan 2018	**Land Court judgement in favor of Planning Boards decision to grant MCD permit.**
Jan 2018	**Wigwam residents appeal Land Court decision to the Appeals Court.**
April 2019	**Appeals Court upholds the Land Court decision.**
May 2019	**Wigwam files to Supreme Judicial Court for appellate review.**
June 2019	**Supreme Judicial Court denies appellate review.**
June - July 2019	Contract re-established with consultant to continue with Endangered Species Permit Application and Conservation Management Plan.
Jan 2020	Confirmed Nantucket Land Bank's previous acceptance to hold Conservation Restriction required by NHESP permit.
Present	Conservation Management Permit application to NHESP in work.

Kenneth Beaugrand

From: John Giorgio <JGiorgio@k-plaw.com>
Sent: Thursday, October 10, 2019 3:08 PM
To: Libby Gibson
Cc: Erika Mooney; Kenneth Beaugrand; Vicki Marsh; George Pucci
Subject: FW: Nantucket Hunting Association Lease
Attachments: NHA Amended & Restated Ground Lease 041311 Recorded.pdf

Libby

As I read the lease, it expires 10 years from April 13, 2011 or August 11, 2021. During the term, there are only limited circumstances that would allow the Town to terminate the lease without the consent of the Hunting Association. The first is the failure of the Hunting Association to commence the development of the Project by October 6, 2012, and to complete construction by October 6, 2015 (See section 2.2). The termination of the lease under this provision is at the sole discretion of the Select Board. My understanding is that the Select Board has not invoked this provision because of the pending litigation against the Project which only concluded in the Spring of 2019. In addition, the Town may declare the tenant in default if it fails to pay rent, files a voluntary petition in bankruptcy, or fails to observe or perform any other obligation under the lease. I am unaware that any of these events of default has occurred.

Absent one of these reasons, there is no ability for the Town to simply unilaterally terminate the lease. Upon the expiration of the term of the lease in 2021, the Town is under no obligation to extend the lease any further, but if it chose to do so, a new RFP would have to be issued. In my opinion, based on the language of the 2004 town meeting vote, the Select BNoard has the authority to extend the term of the lease beyond 2021 without the need for another town meeting vote.

John

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From: Libby Gibson [mailto:LGibson@nantucket-ma.gov]
Sent: Wednesday, October 09, 2019 4:27 PM
To: Erika Mooney <EMooney@nantucket-ma.gov>; John Giorgio <JGiorgio@k-plaw.com>; Kenneth Beaugrand <kbeaugrand@nantucket-ma.gov>
Subject: FW: Nantucket Hunting Association Lease

Thank you.
According to this, it looks like it expires in 2021 then?

Shooting Range Requirements

I have reviewed the Planning Board decision as well as the three leases executed as to this project.

PLANNING BOARD

(1) Gravel roadway of 22 feet
(2) Lead removal inspection every two years after opening of club
(3) Ground water monitored for lead once a year
(4) Advisory Board established
(5) Hours of operation defined separately for rifle, and trap shooting and for different times of the year
(6) Management practices to be as defined in the Nantucket Shooting Rifle Environmental Stewardship plan

AMENDED AND RESTATED GROUND LEASE (which incorporates terms of previous two leases)

(1) 5 different types of insurance
(2) Compliance to all laws
(3) No hazardous substances on the premises
(4) Roads to be repaired during and after construction
(5) Safety training for all personnel with oversight of the shooting activities
(6) Fence the entire property
(7) Comply with all federal, state, county and civil laws, orders, bylaws and regulations
(8) Ranges to be built to NRA specifications
(9) Performance bond for construction
(10) Alcohol prohibited on the property (Exhibit B of First Amendment to the Ground lease).
(11) Noise attenuation as provided for in Exhibit G

CLUB REQUIREMENTS FOR SHOOTERS

(1) All state and federal permits for the activity
(2) Attend the club orientation class for the activity
(3) Execute a liability waiver
(4) A solo shooter must be certified by a Range Safety officer

Ken Beaugrand, Real Estate Specialist

July 26, 2019

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Doc: AMENDME 01/15/2013 10:

AMENDED AND RESTATED GROUND LEASE AGREEMENT

THIS AMENDED AND RESTATED GROUND LEASE AGREEMENT ("Ground Lease") is made as of the 13 day of April, 2011, by and between the **TOWN OF NANTUCKET**, a political subdivision of the Commonwealth of Massachusetts, acting by and through its Board of Selectmen ("Town"), and The Nantucket Hunting Association Inc., a Massachusetts non-profit corporation and a 501c3 educational organization ("Tenant").

RECITALS

A. The Town owns the real estate described on Exhibit A, attached hereto and made a part hereof ("Land").

B. The Town has determined that the Land is surplus to its needs and has issued a Request for Proposals dated April 2006 ("RFP") to develop the Land for the purpose of constructing and operating a shooting facility ("Project") in accordance with the vote of the 2004 Annual Town Meeting Article 90. A copy of the RFP is attached hereto as Exhibit B-1 and made a part hereof.

C. The Tenant has submitted its proposal dated June 2006 ("Tenant's Proposal") which has been accepted by the Town. A copy of the RFP Response is attached hereto as Exhibit B-2 and made a part hereof.

D. The Town provided and both parties signed a Land Lease dated December 6th 2006 ("2006 Ground Lease"). A copy of the 2006 Land Lease is attached hereto as Exhibit B-3 and made a part hereof.

E. The Town issued and both parties signed a First Amendment to Ground Lease dated December 16th 2009 ("First Amendment"). A copy of the First Amendment is attached hereto as Exhibit B-4 and made a part hereof.

F. The parties desire to enter into and amend and restated ground lease that specifically incorporates and supersedes the 2006 Ground Lease and First Amendment upon the terms and conditions set forth herein

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which is mutually acknowledged, the parties hereto agree as follows:

1. The Demise.

1.1 Demise. In consideration of the rents, covenants and agreements contained in this Ground Lease, Town hereby leases the Land described and depicted in Exhibit A, attached hereto and made a part of this Ground Lease (being the same premises set established in the First Amendment), to Tenant, and Tenant hereby leases the Land from Town upon and subject to the conditions set forth in this Ground Lease and subject to all encumbrances and matters of record as of the date of this Ground Lease.

1.2 Title to and Condition of Land. Tenant has had an opportunity to and has conducted a thorough investigation of the Land and is in all material respects knowledgeable and familiar with the present condition and state of repair of the Land. The Land is leased to Tenant in its present condition and state of repair on an "AS IS" basis without representation or warranty of any kind by Town, express or implied, and subject to (a) the existing condition of title, and (b) all applicable requirements of law now or hereafter in effect including all such requirements applicable to use of the Land for design, development and construction of the Project thereon. Tenant hereby accepts the Land subject to all of the foregoing and without any representation or warranty by Town, express or implied, and expressly without recourse to Town as to the physical condition or suitability of the Land for Tenant's intended purposes. If a claim disputing Town's title to the Land is made, Town will defend such claim provided that Tenant pays the cost and expense thereof but, in any case, Tenant shall continue to perform its obligations hereunder. After any such claim is resolved, the Tenant will continue to perform its obligations hereunder except to the extent to which it's use hereunder has been adversely affected in which case the Base Rent will be reduced as may be reasonably determined by the Town.

1.3 Access and Utilities. Town, in its sole discretion, will provide such temporary and permanent pedestrian and vehicular access and utilities to, from, and over the Land in connection with the development of the Project, including to, from, and over adjacent lands of Town, as it deems reasonable and appropriate.

2. Term

2.1 Term. This Ground Lease shall be for a term of ten (10) years commencing on the date that this Ground Lease has been fully executed, acknowledged and delivered by Town and Tenant ("Effective Date") unless sooner terminated pursuant to this Ground Lease or unless terminated in whole or in part pursuant to the provisions of Section 2.2 below of the provisions of the Additional Tenant Covenants attached as Exhibit C and made a part hereof.

2.2 Early Termination for Failure to Develop Project. The Town, in its sole discretion, may by written notice to Tenant terminate this Ground Lease if Tenant has not commenced the development of the Project by October 6, 2012 and completed construction on or before October 6, 2015. ("Required Completion Date") For the purposes of this provision, the development of the Project will not be deemed to have commenced unless that Tenant has achieved all of the following: (i) obtained a building permit and all other required federal, state and local permits necessary to commence construction; (ii) provided to the Town reasonable evidence that it has obtained financing sufficient to complete the Project in accordance with the terms hereof; and (iii) physically commenced and continued construction of the Project in accordance with the terms hereof. Construction of the Project shall be deemed to be completed when a certificate of occupancy has been issued with respect to the entire Project.

3. Rent.

3.1 Base Rent. From and after the Effective Date, Tenant shall pay to Town, as consideration for the right to occupy and develop the Land the sum of three thousand dollars

($3000.00) per year, which shall constitute the base rent ("Base Rent") for the period from the Effective Date until the expiration of the term hereof. Base Rent shall be payable to Town at Town's address set forth in Section 15.1 below on or before the Effective date and each anniversary thereof without deduction, offset, prior notice or demand.

Tenant agrees, commencing on the third anniversary of the Effective Date and on each anniversary thereafter, there shall be an increase, but not a decrease, in the Base Rent calculated by multiplying the initial Base Rent set forth in this section by a fraction, the numerator of which is the Price Index for the month of the anniversary in question and the denominator of which (for each such fraction) is the Price Index for the month of the Effective Date. "Price Index means the "Consumer Price Index for Urban Wage Earners and Clerical Workers, U.S. City Average, All Items (1982-84=100)" ("Price Index") published by the Bureau of Labor Statistics of the United States Department of Labor, or any comparable successor or substitute index designated by the Town appropriately adjusted, reflects an increase in the cost of living over and above the cost of living as reflected by the Price Index for the month of the Effective Date.

3.2 Additional Rent. From and after the Effective Date, Tenant shall also pay, without notice and without set-off, deduction or abatement, Additional Rent when the same shall be due and payable and in any event prior to delinquency. Additional Rent shall mean all costs, expenses, insurance premiums, Impositions (as defined in Section 5.1, below) and other payments, excluding Base Rent, which Tenant is required to pay under the terms of this Ground Lease. In the event of any non-payment of Additional Rent, Town shall have, in addition to any other rights and remedies, all rights and remedies provided for herein or by law for the non-payment of Rent. The defining of any amounts due hereunder as Additional Rent will not affect the underlying nature of those amounts as, for example, a lienable tax or assessment due to a governmental body which may be enforced as such by the governmental body.

3.3 Net Lease. This Ground Lease shall be deemed and construed to be a "net lease" such that, from and after the Effective Date, Tenant shall pay the Base Rent, Additional Rent and any other amounts or payments required with respect to the Land so that the Town is not liable for any amount with respect to the land, whether now or hereafter arising or beyond the present contemplation of the parties.

4. Use of the Land; Additional Tenant Covenants.

4.1 Use of Land. The Land shall be used and occupied solely for the purpose of the design, development, construction, operation, use, repair and maintenance of the Project as set fort in the RFP and the Tenant's Proposal and the plans and specifications as approved in writing by the Town. Tenant shall not use or permit the Land to be used for any other purpose without the prior written approval of Town, which consent may be withheld by Town in its sole and absolute discretion. Town would not have entered into this Ground Lease but for the agreement by Tenant to enter into and perform all of its obligations under this Ground Lease including its obligation to construct and complete the Project on or before the Required Completion Date.

4.2 Town's Right to Inspect. Town shall have the right to inspect the Land at any time.

4.3 Quiet Enjoyment of the Land. If and so long as Tenant shall pay all Base Rent, Additional Rent and all other amounts payable by Tenant hereunder whenever the same shall become due and shall keep all of the covenants and conditions required to be kept by it under this Ground Lease and shall perform all of its other obligations hereunder, Town covenants and agrees that Town will not interfere with the peaceful and quiet occupation and enjoyment of the Land by Tenant, which occupation and enjoyment shall be without hindrance, ejection or molestation by Town.

4.4 Additional Tenant Covenants. Tenant agrees to perform, promptly and in good faith, the Additional Tenant Covenants as set forth on Exhibit C, attached hereto and made a part hereof.

5. Impositions and Utilities.

5.1 Impositions. Tenant will, at Tenant's sole cost and expense, pay and discharge, on or before the fifteenth (15th) day prior to the last day upon which the same may be paid without interest or penalty, all Impositions. "Impositions" means all real and personal property taxes and assessments (including assessments for special improvements), license and permit fees, charges for public utilities, leasehold excise taxes, other excise taxes, levies, sales use and occupancy taxes any tax or charge assessed against Base Rent, Additional Rent or the fair market value of the Land and any taxes levied or assessed in addition to or in lieu of, in whole or in part, such taxes, assessments or other charges and all other governmental impositions and charges of any kind and nature, general and special, ordinary and extraordinary, foreseen and unforeseen of every character (including interest and penalties thereon) which at any time from and after the Effective Date of this Ground Lease may be imposed, levied upon or assessed against or which arise with respect to or constitutes a lien upon the Land, the Project (or any part thereof) the leasehold estate created by this Ground Lease or any part thereof, or any estate, right or interest therein or any occupancy, use or possession of or activities conducted by Tenant on the Land or any part thereof. Tenant shall pay all interest and penalties imposed upon the late payment of any Impositions that Tenant is obligated to pay hereunder.

With respect to any Impositions which may be levied against the Land or any improvements Tenant constructs on the Land (collectively the "Improvements"), any Base Rent, Additional Rent or other sum payable under this Ground Lease, the leasehold estate created by this Ground Lease or otherwise, or which under the laws then in force may be evidenced by improvement or other bonds or may be paid either in full or in periodic installments, Tenant may elect to pay such Impositions in only the amount of the periodic installments then due (including interest) on such terms as may be available to all similarly situated entities so long as such payment does not cause the Impositions to become delinquent or allows the Land or the Improvements thereon to be sold for the non-payment of any such Imposition or subject Town to penalties, fines or criminal prosecution.

If Tenant fails to pay any Imposition on or before the fifteenth (15th) day prior to the last day upon which the same may be paid without interest or penalties for the late payment thereof, then the Town may pay the same with all interest and penalties lawfully imposed upon the late

payment thereof. The amounts so paid by Town shall be immediately due and payable by Tenant to Town hereunder as Additional Rent.

Tenant, at Tenant's own cost and expense may, in good faith, contest the validity or amount of any Imposition, in which event Tenant may defer the payment thereof while such contest shall be actively and diligently prosecuted and shall be pending undetermined, provided that:

(a) fifteen (15) days before the contested Imposition becomes delinquent by non-payment, Tenant shall deposit and thereafter maintain with Town an amount of money or other security reasonably satisfactory to Town sufficient to pay the contested items together with the interest and penalties thereon accruing during such contest. The money shall be held by Town, and shall be applied to the payment of such contested item together with interest and penalties thereon, if any, when the amount or amounts thereof have been finally determined;

(b) no provisions of this Ground Lease shall be construed to require Town to allow any such contested items to remain unpaid for such length of time as shall permit the Land or the Improvements, or any part thereof or interest therein, to be sold for the nonpayment thereof or the lien thereon created by such contested item to be foreclosed;

(c) deferral of payment and contest of the Impositions will not subject Town to criminal prosecution or fine; and

(d) Tenant shall indemnify, protect, defend and hold Town and the Land harmless from and against any loss, cost, damage, liability, interest, attorneys' fees and other expenses arising out of such deferral of payment and contest of the Impositions. At any time prior to or during the pendency of any such contest, Town, after written notice to Tenant, may payout and apply so much of the money deposited by Tenant as may be required to the payment of any Impositions, together with interest and penalties, which, in Town's judgment should be paid to prevent the sale of the Land, or the Improvements or any part thereof. To the extent that the amount of money so deposited with Town shall be insufficient to fully satisfy and discharge any such Imposition, together with interest and penalties thereon, Town may pay the same and the deficiency so paid by Town shall be immediately due and payable by Tenant to Town as Additional Rent.

5.2 Utilities. Tenant shall be solely responsible for and shall pay separately for all charges for Utilities used or consumed at the Land during the term of this Ground Lease. Tenant shall make any necessary arrangements to have all such services or Utilities billed directly to and paid for directly by Tenant. "Utilities" means all utilities and services furnished to the Land, including without limitation, gas, electricity, water, sewer, storm water, garbage collection and telephone service.

Town shall not be liable under this Ground Lease for any loss or damage caused by or resulting from any variation, interruption or failure of Utilities or other services due to any cause whatsoever (other than the Town's intentional termination or interruption of such Utilities without legal justification), and no temporary interruption or failure of such Utilities or other

services incident to the making of repairs, alterations or improvements or due to accident or strike conditions shall be deemed an eviction of Tenant or relieve Tenant from any of Tenant's obligations hereunder.

6. Development of Project.

6.1 Construction of Project. Town agrees that Tenant shall cause the Project to be developed, constructed and completed in accordance with the terms hereof. Tenant shall not permit any development or construction on the Land except as contemplated hereunder or as otherwise specifically approved in writing by Town.

6.2 Ownership of Improvements; Town's Right to Require Removal. During the Term, the Project and all other improvements on the Land paid for by Tenant shall be owned by Tenant. Upon the expiration or earlier termination of this Ground Lease, the Project and all other improvements on the Land shall become the property of Town unless the Town has given written notice to the Tenant that Tenant is to return the Land and all other property of Town affected by the Project to its condition prior to the Effective Date. Upon such election, Tenant's obligations shall include the removal of all improvements constructed on the Land and the return of the Land to a condition as close as reasonably possible to its original state, termination of all rights of way, license and deed and other restrictions arising out of the Project. The Tenant will, upon written notice, post security in such amounts and in such forms as Town deems necessary or appropriate to effect the return of the real estate to its previous condition.

6.3 Performance Bond. Prior to the commencement of construction of the Project, Tenant shall deliver to Town a performance surety bond in the principal sum of Three Hundred Fifty Thousands dollars ($350,000.00) to guarantee the completion of the Project in a good and workmanlike manner. In the event the Tenant defaults on its obligations under this Ground Lease, Town shall have the right to terminate this Ground Lease and use the performance surety bond to remove any or all of the improvements from the Land and to restore the Land to the same condition it was in prior to the Effective Date.

7. Liens. Tenant covenants and agrees that it shall not during the Term of this Ground Lease suffer or permit any Liens to be attached to, upon or against Town's fee interest in the Land for any reason, including without limitation Liens related to financing of the Project, Liens arising out of the possession, use, occupancy, acquisition, construction, repair, or rebuilding of the Project or by reason of the furnishing of labor, services, materials, or equipment to the Land. Tenant shall protect, defend, indemnify and hold Town harmless from and against all liabilities, losses, damages, expenses and costs (including reasonable attorneys' fees and costs) incurred in connection with any such Lien, which such obligations shall survive the expiration or earlier termination of this Ground Lease.

8. Tenant Financing of Project.

8.1 Loan for Project. Tenant shall not have the right to mortgage, pledge, encumber or assign its leasehold interest under this Ground Lease in whole or in part, except in accordance with such terms and conditions as may be approved by the Town in its sole discretion to secure

the construction financing with a Lender. The Leasehold Mortgage and any other security documents executed to secure the construction financing shall be, and all times remain subject and subordinate to, this Ground Lease.

8.2 Protection of Lenders. If Tenant shall mortgage its leasehold interest under this Ground Lease in a financing transaction which has received the written approval of the Town, then the Town will agree to such additional provisions for the protection of the lender as, in the sole determination of the Town, are reasonable and appropriate.

8.3 No Subordination of Ground Lease. There shall be no subordination of this Ground Lease to the lien of any Leasehold Mortgage. Upon any foreclosure of Tenant's leasehold interest under this Ground Lease pursuant to a Leasehold Mortgage or a sale of the Tenant's leasehold interest under this Ground Lease pursuant to the Leasehold Mortgage, the Lender shall assume the obligations of Tenant under this Ground Lease by executing, acknowledging and recording an assumption agreement in form and substance reasonably satisfactory to Town. The Lender shall thereafter have all the rights and shall perform all the duties and obligations of Tenant under this Ground Lease.

8.4 No Fee Subordination. Town shall not be required to subordinate its interest in the fee estate of the Land to any Leasehold Mortgage.

9. Indemnity and Insurance.

9.1 Indemnity. To the extent permitted by law, Tenant shall absolutely and unconditionally protect, defend, indemnify and hold Town harmless from and against any and all claims, debts, causes of action, demands, obligations, losses, liens, damages, judgments, including reasonable attorneys' fees and expenses or liabilities now or hereafter arising from or relating to Tenant's use or occupancy of the Land, the design, development, construction, operation, maintenance, repair or management of the Project and the Land or the conduct of Tenant's business or from any activity, work, or thing done, permitted or suffered by the Tenant or any other person in or about the Land and shall further protect, defend, indemnify and hold Town harmless from and against any and all claims arising from or relating to Tenant's use or occupancy of the Land or from any breach or default in the performance of any obligation on the part of Tenant to be performed under the terms of this Ground Lease, or arising from any act, error or omission of Tenant, or any of its agents, contractors, subcontractors, employees, residents or invitees or any other person and from and against any and all costs, attorneys' fees, expenses and liabilities incurred in connection with such claim or any action or proceeding brought against Town by reason of any such claim. Tenant hereby assumes all risk of damage to property or injury to persons, in or about the Land or arising from this Ground Lease from any cause. This indemnification is intended to extend to any claim, demand and/or cause of action brought by or on behalf of any of the employees or agents of Tenant. Tenant, upon notice from Town, shall defend all such claims at Tenant's expense by counsel reasonably satisfactory to Town. It is intended that the foregoing indemnity shall be broad and comprehensive. This indemnity shall survive the expiration or other termination of this Ground Lease. This indemnity is for the sole benefit of Town and shall not inure to the benefit of any third party.

9.2 Tenant's Insurance. Tenant shall, at all times during the Term of this Ground Lease be subject to the following provisions:

(a) ***Property Insurance***. Tenant shall maintain property insurance fully insuring all Project improvements constructed on the Land as well as all personal property and trade fixtures located on the Land against loss or damage by fire and lightning, and insurance against risks customarily covered by extended coverage endorsement, including but not limited to loss by windstorm, hail, explosion, riot, vehicles, smoke damage, vandalism and malicious mischief in amounts sufficient to prevent Town from becoming a co-insurer of any loss under the applicable policies, but in any event in amounts not less than the full replacement cost of all buildings, equipment, and other improvements to the Land arising from the Project, including the cost of debris removal.

(b) ***General Liability***. Tenant shall maintain commercial general liability insurance, covering the legal liability of Tenant against claims for bodily injury, death or property damage, occurring on, in or about the Land and the Project. The commercial general liability insurance policy shall name Town as an additional insured and shall of at least $1,000,000 Bodily Injury and Property Damage Liability, Combined Single Limit with a $4,000,000 Annual Aggregate Limit.

(c) ***Motor Vehicle Liability***. Tenant shall maintain motor vehicle liability insurance, covering the legal liability of Tenant against claims for bodily injury, death or property damage, of at least $2,000,000 per accident.

(d) ***Workers Compensation***. At least the statutory amount required by law.

(e) ***Umbrella Liability***. At least $5,000,000 per occurrence, $10,000,000 aggregate.

(f) ***Financially Responsible Insurers***. All of the insurance obtained under this Section 9.2 shall be written by companies which are legally qualified to issue such insurance and which have a Best's rating of no less than A:VIII, or, if not rated by Best's, which have a rating in one of the two highest categories maintained by S&P and Moody's, and shall name Town as an additional named insured. Town shall be given forty-five (45) days advance notice of any termination or intent to terminate or cancel any policy referred to in this Section 9.

9.3 Waiver of Subrogation. Every insurance policy maintained pursuant to Section 9.2 shall provide that the insurer waives all rights of subrogation against a named insured, and any successor to a named insured's interest in the Land or the Project.

9.4 Evidence of Insurance. Tenant shall deliver to Town prior to the Effective Date of this Ground Lease certificates of insurance evidencing all the insurance which is then required to be maintained by Tenant, and Tenant shall, within forty-five (45) days prior to the expiration of any such insurance, deliver other certificates of insurance evidencing the renewal of such insurance.

10. Eminent Domain.

If during the Term but prior to the completion of the Project there is a taking or damaging of all or any portion of the Land by the exercise of any governmental power, whether by legal proceedings or otherwise by a governmental agency with jurisdiction over the Land or a transfer by Town either under threat of condemnation or while legal proceedings for condemnation are pending (a "Condemnation") such that the Project may no longer be constructed in accordance with the construction contract documents, this Ground Lease shall terminate, Tenant shall be paid for all Project costs, if any, incurred to the date of such condemnation (including costs that Tenant is obligated to pay third parties as of that date) and the parties shall have no further obligations hereunder. After Tenant has been paid in accordance with the foregoing sentence all remaining condemnation proceeds shall be paid to Town. If there is a Condemnation after completion of the Project such that that there can be no reasonable use of the Premises by Town, in its capacity as the tenant under the Ground Lease as reasonably determined by Town, this Ground Lease shall terminate as of the date the condemnor has the right to possession of the property being condemned, and the condemnation proceeds shall be divided between Town and Tenant as reasonably determined by the Town.

11. Events of Default by Tenant and Town's Remedies.

11.1 Events of Default. The following occurrences or acts shall constitute an event of default under this Ground Lease:

(a) Failure to Perform. If Tenant shall (i) default in making payment when due of any Base Rent, Additional Rent or any other amount payable by Tenant hereunder which is not cured within seven (7) days after it is due or, with respect to amounts not payable in accordance with a fixed schedule, within seven (7) days after written notice has been given by Town to Tenant; or (ii) default in the observance or performance of any other provision of this Ground Lease to be observed or performed by Tenant hereunder, if such default shall continue for thirty (30) days after Town shall have given to Tenant written notice specifying such default and demanding that the same be cured, or, with respect to a default under subsection (ii), if by reason of the nature thereof such default cannot be cured by the payment of money and cannot with due diligence be wholly cured within such period of thirty (30) days, if Tenant shall fail to commence to cure such default within such thirty (30) day period or fails to thereafter diligently and continuously prosecute such cure to completion; or

(b) Tenant's Financial Condition. Tenant shall file a voluntary petition in bankruptcy or shall be adjudicated a bankrupt or insolvent or shall file any petition or answer seeking any reorganization, arrangement, composition, readjustment, liquidation, dissolution or similar relief under the present or any future federal bankruptcy code or any other present or future applicable federal, state or other statute or law, or shall seek or consent to or acquiesce in the appointment of any trustee, receiver of liquidator of Tenant or Tenant's leasehold interest under this Ground Lease, or within 60 days after the commencement of any proceeding against Tenant seeking any reorganization, arrangement, composition, readjustment, liquidation, dissolution or similar relief under the present or any future federal bankruptcy act or

any other present or future applicable federal, state or other statute or law, such proceeding shall not have been dismissed or if, within 60 days after the appointment, without the consent or acquiescence of Tenant, of any trustee, receiver or liquidator of Tenant or of Tenant's leasehold interest under this Ground Lease, such appointment shall not have been vacated or stayed on appeal or otherwise, or if, within 60 days after the expiration of any such stay, such appointment shall not have been vacated.

11.2 Remedies Upon Tenant's Default. In the event of any default by Tenant as defined hereinabove which default remains uncured after the expiration of the respective period set forth above, Town may exercise any right or remedy which may be available to Town or at law or equity, including but not limited to actions for damages, and or injunctive relief, and termination of Tenant's right to possession by any lawful means in which event this Ground Lease shall terminate and Tenant shall immediately surrender possession of the Land to Town.

11.3 Cumulative Rights and Remedies. The rights and remedies reserved to Town herein, including those not specifically described, shall be cumulative, and except as provided by Massachusetts statutory law in effect at the time, Town may pursue any and all such rights and remedies at the same time or independently.

11.4 No Waiver. No delay or omission of Town to exercise any right or remedy shall, except as expressly provided herein, be construed as a waiver of any such right or remedy or of any default by Tenant hereunder. The acceptance by Town of Base Rent or any Additional Rent hereunder shall not be a waiver of any preceding breach or default by Tenant of any provision hereof, other than the failure of Tenant to pay the particular Base Rent or Additional Rent accepted, regardless of Town's knowledge of such preceding breach or default at the time of acceptance of such Base Rent or Additional Rent, or, except as expressly set forth herein, a waiver of Town's right to exercise any remedy available to Town by virtue of such breach or default.

11.5 Attorneys' Fees. If Town incurs any expenses, including but not limited to reasonable attorneys' fees, consultant and expert witness fees, in connection with any action or proceeding instituted by any party by reason of any default or alleged default by Tenant hereunder, the Town, if it prevails in such action or proceeding, shall be entitled to recover its reasonable expenses from the other party hereof. For purposes of this provision, in any action or proceeding instituted pertaining to this Ground Lease, the Town shall be deemed the prevailing party if (i) judgment is entered substantially in favor of Town or (ii) before trial or judgment the other party shall pay all or any portion of the charges claimed by the Town, or the other party shall eliminate the condition(s), cease the act(s) or otherwise cure the omissions(s) claimed by said party to constitute a default by the Town.

12. Bankruptcy. Except to the extent that provisions or interpretations of the United States Bankruptcy Code, 11 U.S.C. sec. 1 and following ("Bankruptcy Code") differ from the provisions below, in the event Tenant becomes a Debtor as described in this Section 12, the following shall control:

12.1 Assumption of Lease. If Tenant becomes a Debtor under Chapter 7 of the

Bankruptcy Code or a petition for reorganization or adjustment of debts is filed concerning Tenant under Chapters 11 or 13 of the Bankruptcy Code, or a proceeding is filed under Chapter 7 of the Bankruptcy Code and is transferred to Chapters 11 or 13 of the Bankruptcy Code, the Bankruptcy Trustee or Tenant, as applicable, as Debtor and as Debtor-In-Possession, may not elect to assume this Ground Lease unless, at the time of such assumption, the Bankruptcy Trustee or Tenant has also:

12.1.1 Cured all defaults under the Ground Lease and paid all sums due and owing under same, as applicable, or provided Town with "Adequate Assurance" (as defined below) that: (i) within ten (10) days from the date of such assumption, the Bankruptcy Trustee or Tenant (as applicable) will completely pay all sums then due and owing under this Ground Lease and compensate Town for any actual pecuniary loss resulting from any existing default or breach of same (as applicable), including without limitation, Town's reasonable costs, expenses, accrued interest, and attorneys' fees incurred as a result of the default or breach; and (ii) within twenty (20) days from the date of such assumption, the Bankruptcy Trustee or Tenant (as applicable) will cure all non-monetary defaults and breaches under this Ground Lease or, if the nature of such non-monetary defaults is such that more than twenty (20) days are reasonably required for such cure, that the Bankruptcy Trustee or Tenant (as applicable) will commence to cure such non-monetary defaults within twenty (20) days and thereafter diligently prosecute such cure to completion; and (iii) the assumption will be subject to all of the provisions of this Ground Lease.

12.1.2 For purposes of this Section 12, Town and Tenant (as applicable) acknowledge that, in the context of a bankruptcy proceeding involving Tenant (as applicable) at a minimum, "Adequate Assurance" shall mean: (i) the Bankruptcy Trustee or Tenant (as applicable) has and will continue to have sufficient unencumbered assets after the payment of all secured obligations and administrative expenses to assure Town that the Bankruptcy Trustee or Tenant (as applicable) will have sufficient funds and/or income to fulfill the obligations of Tenant (as applicable) under this Ground Lease (including Tenant's obligations to construct the Project) and (ii) the Bankruptcy Court shall have entered an order segregating sufficient cash payable to Town and/or the Bankruptcy Trustee or Tenant (as applicable) shall have granted a valid and perfected first lien and security interest and/or mortgage in or on property of Bankruptcy Trustee or Tenant (as applicable) acceptable as to value and kind to Town, to secure to Town the obligation of the Bankruptcy Trustee or Tenant (as applicable) to cure the monetary and/or non-monetary defaults and breaches under this Ground Lease within the time periods set forth above.

12.2 Assignment of Ground Lease. If the Bankruptcy Trustee or Tenant (as applicable) has assumed this Ground Lease pursuant to the provisions of this Section 12 for the purpose of assigning Tenant's interest hereunder to any other person or entity, such interest may be assigned only after the Bankruptcy Trustee or Tenant (as applicable) or the proposed assignee has complied with all of the terms, covenants and conditions of this Ground Lease including, without limitation, those with respect to (a) the Permitted Use of the Premises; and (b) the construction of the Project. Any person or entity to which this Ground Lease is assigned pursuant

to the provisions of the Bankruptcy Code shall be deemed without further act or deed to have assumed all of the obligations arising under this Ground Lease on and after the date of such assignment. Any such assignee shall upon request execute and deliver to Town an instrument confirming such assignment.

12.3 Adequate Protection. Upon the filing of a petition by or against Tenant under the Bankruptcy Code, Tenant as Debtor and as Debtor-In-Possession, and any Bankruptcy Trustee who may be appointed agree to adequately protect Town as follows: (i) to perform each and every obligation of Tenant under this Ground Lease until such time as same are either rejected or assumed by Order of the Bankruptcy Court; (ii) to pay all monetary obligations required under this Ground Lease, including without limitation, the payment of Base Rent, Additional Rent, Impositions and Utilities and any other sum payable by Tenant, as applicable, under this Ground Lease which is considered reasonable compensation for the use and occupancy of the Land; (iii) provide Town a minimum of thirty (30) days prior written notice, unless a shorter period is agreed to in writing by the parties, of any proceeding relating to any assumption of this Ground Lease or any intent to abandon the Land or Project, which abandonment shall be deemed a rejection of this Ground Lease; and (iv) to perform for the benefit of Town as otherwise required under the Bankruptcy Code. The failure of Tenant to comply with the above shall result in an automatic rejection of this Ground Lease.

13. Tenant to Comply with Applicable Laws and Agreements.

13.1 Compliance with Laws. Tenant shall not use the Land or permit anything to be done in or about the Land or Project which will in any way conflict with any law, statute, ordinance or governmental rule or regulation now in force or which may hereafter be enacted or promulgated. Tenant shall, at its sole cost and expense, promptly comply with all laws, statutes, ordinances and governmental rules, regulations or requirements now in force or which may hereafter be in force, and obtain all permits, licenses or other approvals required by governmental agencies or bodies. Tenant shall further comply with the requirements of any board or fire insurance underwriters or other similar bodies now or hereafter constituted, relating to, or affecting the condition, use or occupancy of the Land.

13.2 Compliance with Agreements. Tenant shall comply with all insurance policies and applicable agreements to which Tenant is a party or by which it is bound, now or hereafter in effect, and all agreements of which Tenant has notice and which are now in effect and applicable to the Land.

14. Hazardous Substances.

14.1 Use. Tenant, its officers, directors, agents, employees or contractors shall not use the Land in a manner that violates any applicable federal, state or local law, regulation or ordinance, including, but not limited to, any such law, regulation or ordinance pertaining to air and water quality, the handling, transportation, storage, treatment, usage or disposal of Hazardous Substances, air emissions, other environmental matters, and all zoning and other land use matters. Tenant shall not cause or permit the release or disposal of any Hazardous Substances on or from the Land.

14.2 Indemnity. Tenant agrees to protect, indemnify, defend (with counsel satisfactory to Town) and hold Town in its capacity as ground Town under this Ground Lease and its officials, officers, employees and agents, harmless from any claims, judgments, damages, penalties, fines, expenses, liabilities or losses arising after the Effective Date of this Ground Lease and arising out of or relating to the presence, release or disposal of Hazardous Substances placed or released on the Land during the term of this Ground Lease. Notwithstanding the foregoing, in no event shall Tenant be obligated to indemnify Town under this Ground Lease, from any such claims, judgments, damages, penalties, fines, expenses, liabilities or losses relating to the presence, release or disposal of Hazardous Substances that were present in the soil, groundwater or soil vapor on or under the Land as of the Effective Date of this Ground Lease ("Pre-Existing Hazardous Substances").

The indemnification provided by this Section 14.2 shall also specifically cover, without limitation, costs incurred in connection with any investigation of site conditions or any cleanup, remedial, removal or restoration work required by any federal, state or local governmental agency or political subdivision or other third party because of the presence or suspected presence of Hazardous Substances in the soil, groundwater, or soil vapor on or under the Land. Such costs may include, but not be limited to, diminution in the value of the Land, damages for the loss or restriction on use of parking stalls or rentable or useable space in any improvements now or hereafter located on the Land, sums paid in settlements of claims, attorney's fees, consultant's fees and expert fees.

14.3 Notification Requirements. Tenant shall promptly notify Town, in writing of all spills or releases of any Hazardous Substances, all failures to comply, with any federal, state, or local law, regulation or ordinance, all inspections of the Land by any regulatory entity concerning the same, all notices, orders, fines or communications of any kind from any governmental entity or third party that relate to the existence of or potential for environmental pollution of any kind existing on or resulting from the use of the Land or any activity conducted thereon, and all responses or interim cleanup action taken by or proposed to be taken by any government entity or private party on the Land.

Upon request by Town, Tenant shall provide Town with a written report (a) listing the Hazardous Substances that were used or stored on the Land; (b) discussing all releases of Hazardous Substances that occurred or were discovered on the Land and all compliance activities related to Hazardous Substances, including all contacts with and all requests from third parties for cleanup or compliance; (c) providing copies of all permits, manifests, business plans, consent agreements or other contracts relating to Hazardous Substances executed or requested during that time period; and (d) including such other information requested by Town. The report shall include copies of all documents and correspondence related to such activities and written reports of verbal contacts.

14.4 Inspection Rights. Town, its officers, employees and agents, shall have the right, but not the duty, to inspect the Land and Tenant's relevant environmental and land use documents at any time and to perform such tests on the Land as are reasonably necessary to determine whether Tenant is complying with the terms of this Ground Lease. If Tenant is not in

compliance' with this Ground Lease, Town, without waiving or releasing any right or remedy it may have with respect to such noncompliance, shall have the right to immediately enter upon the Land to remedy any contamination caused by Tenant's failure to comply notwithstanding any other provision of this Ground Lease. Town shall use reasonable efforts to minimize interference with Tenant's business but shall not be liable for any interference caused thereby.

15. Notices.

15.1 Addresses. All notices, requests, demands, instructions or other documents to be given hereunder to any party shall be in writing and shall either be personally delivered to the party at the appropriate address set forth below (in which event such notice shall be deemed effective only upon such delivery) or delivered by mail, sent by registered or certified mail, return receipt requested, or by private overnight courier service, as follows:

If to Town:

Town of Nantucket
Attn: Town Manager
16 Broad Street
Nantucket, MA 02554
Telephone: 508-228-7255
Facsimile: 508-228-7272

If to Tenant:

Nantucket Hunting Association, Inc
Steven J. Holdgate - President
6 ½ Lewis Court
Nantucket, MA 02554
Telephone: 508-325-4224
Facsimile:

For the purpose of this Section 15, addresses for notice may be changed by giving written notice of such change in the manner herein provided for giving notice.

16. Subleasing and Assignment.

16.1 Subleasing. Any proposed subleases of the Land shall be subject to the review and approval of Town, which approval may withheld in the Town's sole discretion.

16.2 Assignment. Tenant shall not assign, mortgage, or encumber this Ground Lease or delegate the duties of the Tenant under this Ground Lease without the prior written consent of Town, which consent may be withheld in the Town's sole discretion . A consent to one assignment shall not be deemed to be a consent by Town to any subsequent assignment by another person. This Ground Lease shall not, nor shall any interest of Tenant herein, be assignable by operation of law, without prior written consent of Town.

17. Miscellaneous.

17.1 Time of Essence. Time is of the essence in regard to performance of the

covenants and agreements stated herein.

17.2 No Joint Venture or Agency. Nothing contained in this Ground Lease nor any of the acts of the parties hereto shall be construed nor is it the intent of the parties, to create a joint venture or partnership between Town and Tenant, nor is either party the agent or representative of the other, and nothing in this Ground Lease shall be construed to create any such agency relationship or to hold either party liable to anyone for goods delivered or services performed at the request of the other party.

17.3 Amendments. Except as provided for in Exhibit C, no change in or addition to or waiver or termination of this Ground Lease any part hereof, shall be valid unless made in writing and signed by or on behalf of the party charged therewith. Town and Tenant agree to negotiate in good faith any amendments to this Ground Lease that may be requested or required by Lender in connection with the financing of the Project.

17.4 Waiver Limitations. The waiver by either party of any term, covenant or condition herein contained on the part of the other party to be performed shall not be deemed a waiver of such term, covenant or condition for any subsequent breach of the same or any other term, covenant or condition herein contained.

17.5 Governing Law. This Ground Lease shall be construed in accordance with and governed by the laws of the Commonwealth of Massachusetts.

17.6 Headings. The article, section and paragraph headings herein contained are for the purposes of identification and reference convenience only and shall not be considered in construing this Ground Lease.

17.7 Successors and Assigns. Subject to the provisions hereof restricting the sublease or assignment by Tenant, all the terms and provisions of this Ground Lease shall be binding upon and to the benefit of and be enforceable by the parties and the successors and assigns of the parties.

17.8 No Merger. In no event shall the leasehold interest of Tenant hereunder merge with any estate of Town in or to the Land. In the event that Town acquires the leasehold interest of Tenant, such leasehold interest shall not merge with the Town's fee interest in the Land, and this Ground Lease shall remain in full force and effect until otherwise terminated pursuant to provisions thereof.

17.9 Counterparts; Recording of Memorandum. This Ground Lease may be executed in several counterparts, each of which shall be deemed an original for all purposes. Either Town or Tenant shall have the right to record a memorandum of this Ground Lease in a form reasonable acceptable to Town and the parties shall cooperate in execution of such memorandum.

17.10 Schedule of Exhibits. This Ground Lease includes the following exhibits attached hereto and incorporated herein by this reference.

EXHIBIT A Land Legal Description and Diagram

EXHIBIT B-1 and B-2 Request for Proposals and Tenant's Proposal

EXHIBIT B-3 2006 Ground Lease

EXHIBIT B-4 First Amendment to 2006 Ground Lease

EXHIBIT C Additional Tenant Covenants

[Signatures on following page.]

IN WITNESS WHEREOF, Town and Tenant have executed this Ground Lease as of the date set forth in the first paragraph of this Ground Lease to evidence their agreement to the terms of this Ground Lease.

DATED the date first above written.

TOWN:

TOWN OF NANTUCKET
a political subdivision of the Commonwealth of Massachusetts, acting by and through its **Board of Selectmen**

By: _____

By: _____

By: _____

By: _____

By: _____

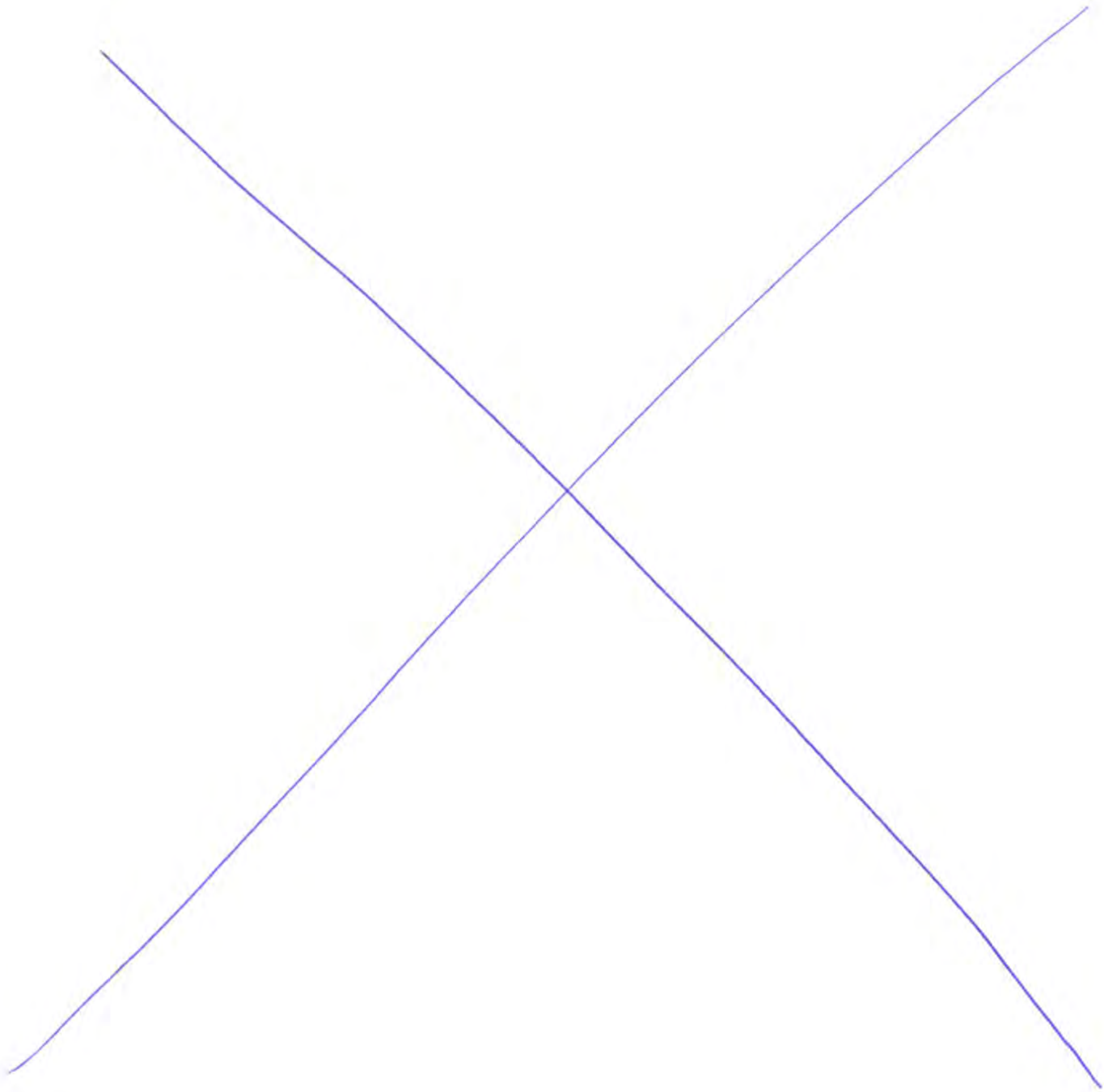
TENANT:

NANTUCKET HUNTING ASSOCIATION INC.
a Massachusetts non-profit corporation

By: _____

Name: Steven Holdgate
Title: president

Date: 13 April 2011



COMMONWEALTH OF MASSACHUSETTS

Nantucket County ss.

On this 13 day of April, 2011, before me, the undersigned notary public, personally appeared Steven Holdgate, who was proved to me through satisfactory evidence of identification, which was ☐ photographic identification with signature issued by a federal or state governmental agency, ☐ oath or affirmation of a credible witness, ☒ personal knowledge of the undersigned, to be the person whose name is signed on the preceding document, and acknowledged to me that he signed it voluntarily for its stated purpose.

Erika D Mooney
Notary Public
My commission expires:

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

COMMONWEALTH OF MASSACHUSETTS

Nantucket County ss.

On this 15 day of April, 2011, before me, the undersigned notary public, personally appeared Patricia Roggeveen, Whiting Willauer, Michael Kopko, * Rick Atherton who was proved to me through satisfactory evidence of identification, which was ☐ photographic identification with signature issued by a federal or state governmental agency, ☐ oath or affirmation of a credible witness, ☒ personal knowledge of the undersigned, to be the person whose name is signed on the preceding document, and acknowledged to me that he signed it voluntarily for its stated purpose.

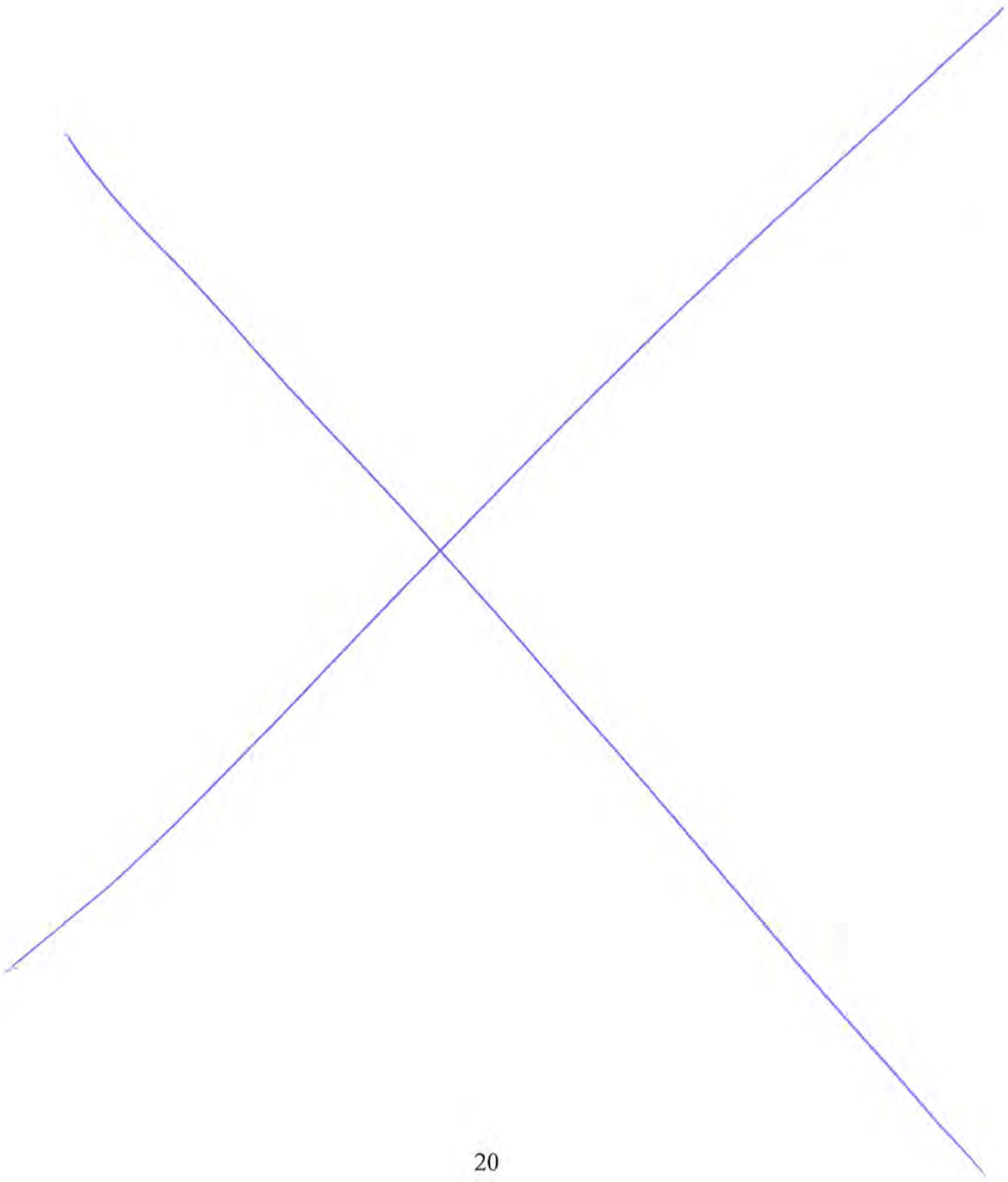
Erika D Mooney
Notary Public
My commission expires:

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

EXHIBIT A

LAND LEGAL DESCRIPTION AND DIAGRAM

Note: Insert from First Amendment



a. The premises leased by the Landlord to the Tenant is reduced to the approximate 27 acre parcel depicted on Exhibit A, attached hereto and made a part hereof, such amendment to be effected by the substitution of Exhibit A, attached hereto for the Exhibit A to the Original Lease. The portion of the Original Leased Premises not included in the New Leased Premises is hereby released and excluded from the original Ground Lease, and is deemed to have reverted to the full ownership and control of the Landlord and all provisions of the Original Ground Lease are hereby canceled and terminated with respect to such excess.

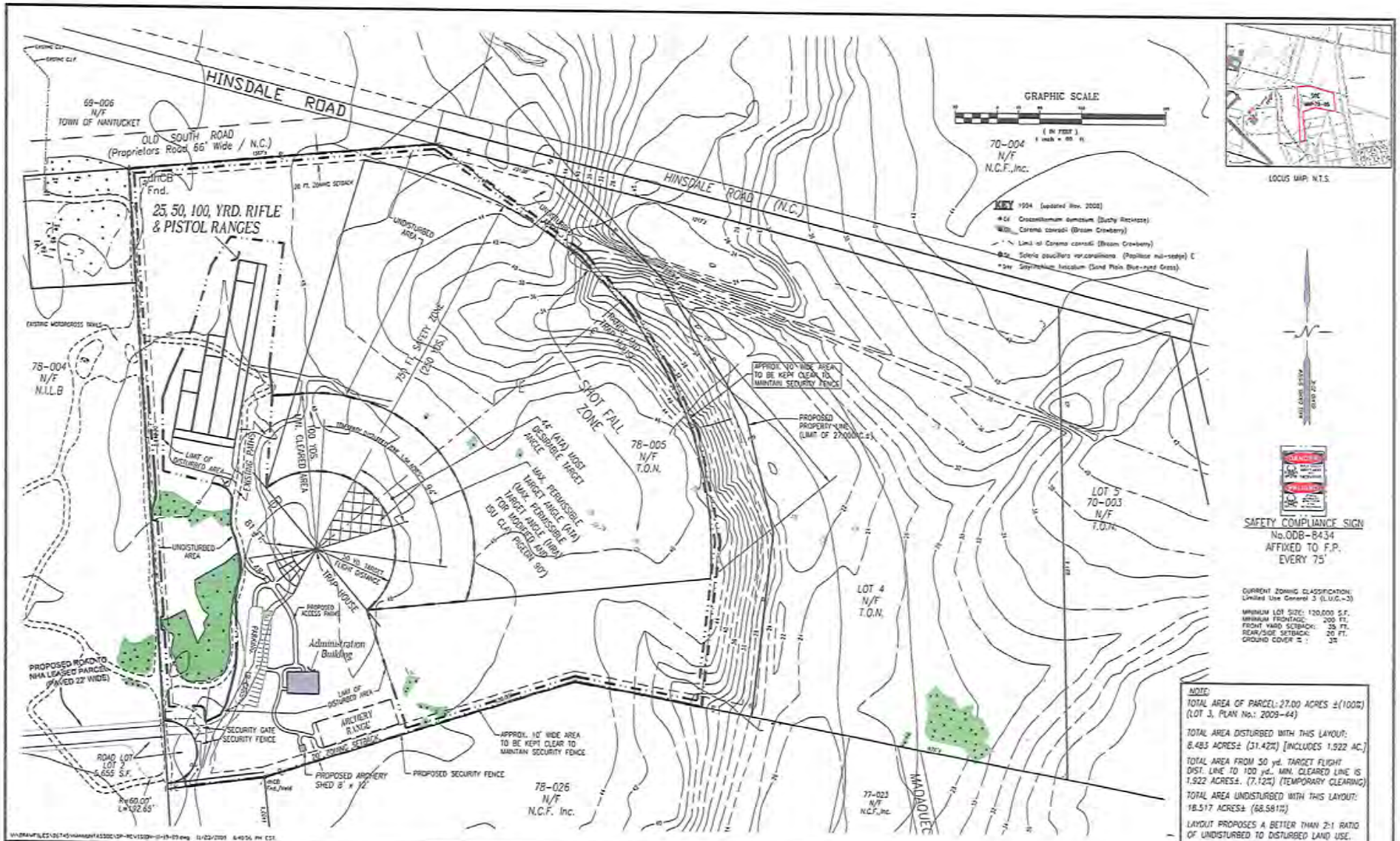
b. The Additional Tenant Covenants, in the form attached hereto as Exhibit B, are hereby incorporated as additional terms and conditions of the Original Ground Lease, to have full force and effect as if so incorporated originally.

2. CONFIRMATION OF ORIGINAL GROUND LEASE

Except to the extent specifically amended hereby , the Original Ground Lease and all of its terms and conditions including, without limitation, the Landlord's Right to Terminate, are hereby ratified and confirmed in their entirety.

IN WITNESS WHEREOF, the undersigned have executed this instrument effective the day and year first written above.

[Signatures on following page.]



NO.	DATE	DESCRIPTION	BY
6	06-03-09	MODIFY RANGES, FENCE, CLEARING ZONE	LCA/SJH
5	05-04-09	MODIFICATION OF OVERALL SITE PLAN	LCA/SJH
4	11-17-08	RELOCATE ARCHERY SHED/ SIZE	LCA
3	1-27-08	REVISE SFT AND RANGE SIZES	LCA
2	3-21-07	REVISE SITE PER ZBA REQUIREMENTS	LCA
1	1-10-07	REVISE SITE PER NHA REQUIREMENTS	LCA

NO.	DATE	DESCRIPTION	BY
10	11-23-09	REVISE SITE PLAN/PROPERTY LINES	LCA
9	08-04-09	REVISE PLAN TITLE AND NOTES	LCA
8	07-28-09	ADD LIMIT OF DISTURBED ZONES	LCA/SJH
7	05-11-09	MODIFICATION OF OVERALL SITE PLAN	LCA/SJH

NOTE:
PROPERTY LINES SHOWN HEREON ARE FROM AN PROPERTY SURVEY PREPARED BY BLACKWELL & ASSOCIATES, INC.; DATED: SEPTEMBER 3, 2009 AND RECORDED AT THE NANTUCKET REGISTRY OF DEEDS AS PLAN NO: 2009-64 / LOT 3
LOT 3 CONTAINS 27.000 ACRES.

NOTE:
THIS PLAN PREPARED FOR CONCEPTUAL PURPOSES ONLY. SHOULD NOT BE CONSIDERED A FINAL DESIGN OF SUBJECT SITE. ALL CONSTRUCTION SHOULD FOLLOW THE NRA RANGE SOURCE BOOK AS A PROPER GUIDE FOR CONSTRUCTION OF SUCH FACILITIES.

FOR PERMITTING ONLY

BLACKWELL and ASSOCIATES, Inc.
Professional Land Surveyors
20 TEASDALE CIRCLE
NANTUCKET, MASS. 02554
(508) 228-9026

DISCUSSION PLAN TO ACCOMPANY PROPOSED LEASE

NANTUCKET, MASS.

prepared for:

NANTUCKET HUNTERS ASSOCIATION, Inc.

SCALE: 1"=80' DATE: MAY 21, 2007

DES./DRWN: SJH, LCA, PLS

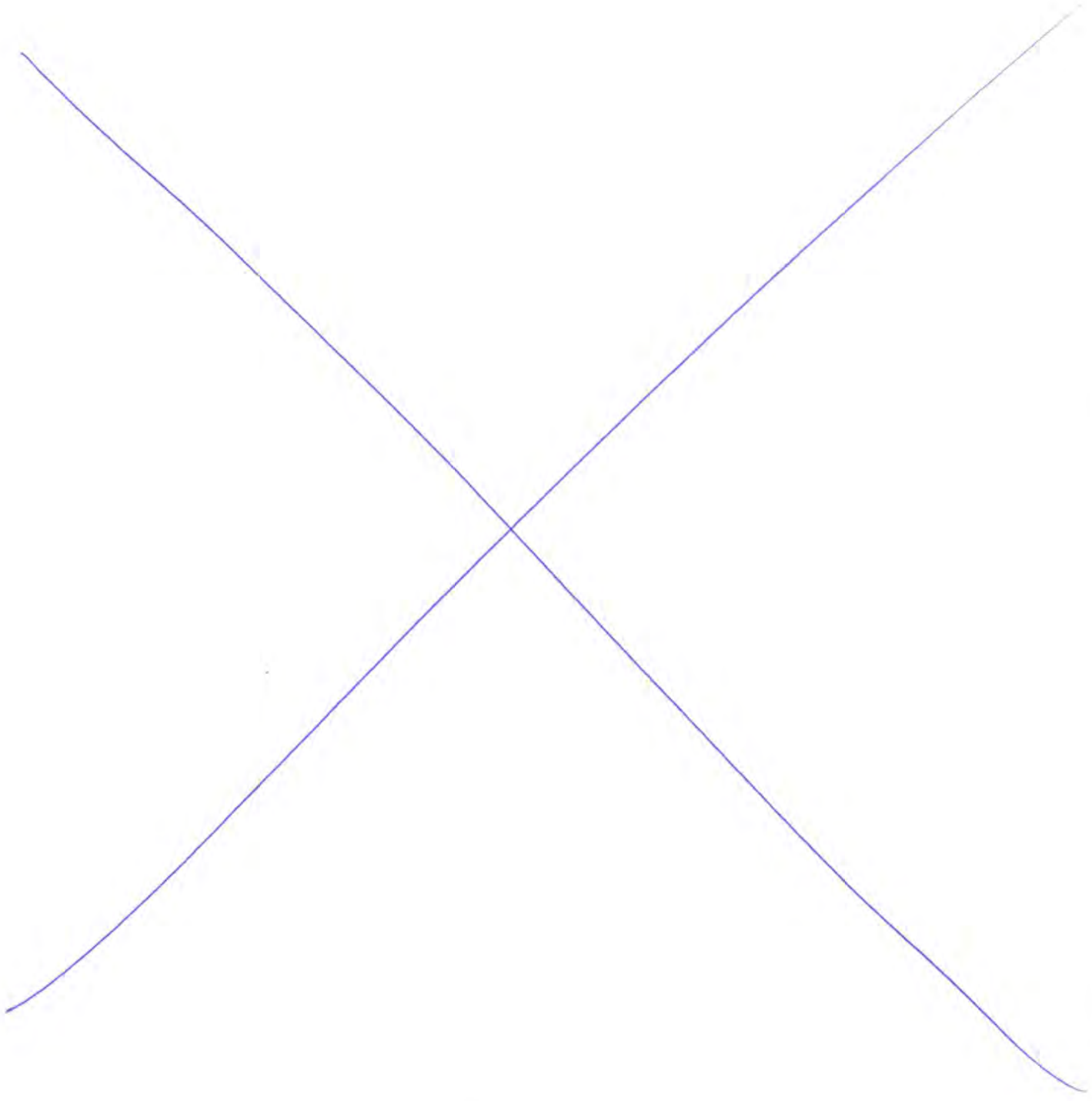
APPROVED: S.J.HOLDGATE

SHEET 1 OF 1 | B-6745

NANTUCKET COUNTY Received & Entered
Attest: Jennifer H. Ferreira, Register of Deeds

EXHIBIT B-1 and B-2

REQUEST FOR PROPOSALS AND TENANT'S PROPOSAL



Town of Nantucket

REQUEST FOR PROPOSALS
FOR LEASE OF PROPERTY AND DEVELOPMENT OF A RECREATIONAL SHOOTING RANGE FACILITY

The Town of Nantucket invites qualified responders to submit a proposal for the lease of a Town-owned parcel of land and the subsequent development of the land for the demarcation, design, layout, construction, maintenance and operation of a recreational shooting range facility for use by the permanent and part-time residents of Nantucket and their guests for rifle, pistol and shotgun shooting.

I. GENERAL INFORMATION AND SUBMISSION REQUIREMENTS

1. Proposals will be accepted at the Town of Nantucket, Selectmen's Office, 16 Broad Street, Nantucket, MA 02554, until 2:00 pm, Thursday, May 18, 2006. **Three (3) copies** of the proposal are required.

   Price and non-price proposals must be submitted in **separate** envelopes that are sealed and clearly marked as follows:

   Price proposal for lease of property and development of a Recreational shooting range facility

   Non-price proposal for lease of property and development of a Recreational shooting range facility

2. The proposals will be available to the public after the evaluation is complete.

3. Award date. Proposal award will be made within sixty (60) days after proposal opening unless otherwise stated in the specifications, or the time for award is extended by mutual consent of all parties. All submittals shall be valid for a minimum period of sixty (60) calendar days following the date established for acceptance.

4. If any change is made to this RFP, an addendum will be issued. Addenda will be mailed, emailed, or faxed to all parties on record as having requested the RFP.

5. Questions concerning this RFP must be submitted in writing to: Diane O'Neil, Board of Selectmen, 16 Broad Street, Nantucket, MA 02554 before 2 pm, Thursday, May 11, 2006. Questions may be delivered, mailed, faxed or emailed (doneil@nantucket-ma.gov). Written responses will be sent to all companies and individuals on record as having requested the RFP.

6. Responses may be modified, corrected or withdrawn only by written notice received by the Town of Nantucket prior to the time and date set for the response opening. Modifications must be submitted in a sealed envelope clearly labeled "Modification No. ___" and must reference the original RFP response.

   Negligence on the part of the Tenant in preparing the proposal confers no rights for the withdrawal of the proposal after it has been opened.

7. The Town of Nantucket reserves the right to reject any and all responses and to waive any minor informality

in responses received whenever such rejection or waiver is in its best interest.

8. The Town of Nantucket will not be responsible for any expenses incurred in preparing and submitting responses. All submittals shall become the property of the Town of Nantucket. All plans, specifications and other documents resulting from this contract shall become the property of the Town of Nantucket. Unless specifically exempt under the Massachusetts public records law, the Town has the right to disclose information contained in proposals.

9. Tenant must be willing to enter into the attached Lease Agreement.

10. The RFP, and any subsequent contract for the services, is hereby issued in accordance with M.G. L. c. 30B.

11. Proposals received prior to the date of opening will be securely kept, unopened. No responsibility will attach to an officer or person for the premature opening of a proposal not properly addressed and identified.

12. Any submittals received after the advertised date and time for opening will be returned to the Tenant unopened.

13. Purchases by the Town of Nantucket are exempt from federal, state and municipal sales and/or excise taxes.

14. The Tax Compliance Certification and the Certificate of Non-Collusion must be included with non-price proposal, and signed by the authorized individual(s).

15. Unexpected closures. If, at the time of the scheduled response opening, Town Hall is closed due to uncontrolled events such as fire, snow, ice, wind or building evacuation, the response opening will be postponed until 3:00 PM on the next normal business day. Submittals will be accepted until that date and time.

16. The Town of Nantucket is an Affirmative Action/Equal Opportunity Employer. The Town encourages submittals from qualified MBE/DBE/WBE firms.

17. Responders should be aware that many overnight mailing services do not guarantee service to Nantucket.

18. Responses to the RFP must be prepared according to the guidelines set forth herein. Selection of the Tenant will be based upon an evaluation and analysis of the information and materials required under the RFP.

II. PROJECT DESCRIPTION

The Town of Nantucket is seeking proposals from parties interested in leasing one parcel of Town-owned property of land and the subsequent development of the land for the demarcation, design, layout, construction, maintenance and operation of recreational facility for use by the permanent and part-time residents of Nantucket and their guests for rifle, pistol and shotgun shooting upon ranges to be designated thereon. Tenant must submit proposal encompassing the entire scope of work described in this RFP.

A. Background:

Currently there is no official designated shooting range on Nantucket. Recreational shooting requires a designated range since without one; individual shooters in the past have sought out their own informal shooting locations around the Island resulting in safety issues as well as the issue of trash and debris being left at these sites.

At the 2004 Annual Town Meeting, Article 90, the Town approved Lease Authorization for Recreational Shooting Range. Article 90 is presented in **Exhibit A**.

B. Defined Terms:

For the purposes of this document, the term "Tenant" shall mean the qualified not-for-profit entity or selected by the Town of Nantucket to lease the property. The "Town" shall mean the Town of Nantucket acting by and through its Board of Selectmen. The "property" shall mean one parcel of land shown as Parcel 5, and shown on Assessor's Map 78 shown plan attached as **Exhibit B**. This "project" or "this development" shall mean the lease of the aforementioned property and the design, construction, and maintenance of the proposed Shooting Range Area.

Performance Obligations of Lessee

C. Scope of Work

a) Tenant must be willing to adhere to the definitions and bylaws provided in the *Code of the Town of Nantucket*, Mass General Law Chapter 140 §131 & §129C, as well as any and all other local and state regulations or laws that may apply. The Tenant must also adhere to the intent of Article 90 of Annual Town Meeting 2004.

b) The intent of the Town is to lease the property to a not-for-profit organization principally located on Nantucket and which has been duly incorporated under Chapter 180 of the General Laws, whose members have experience in the conduct or operation of such shooting activities and which subscribes or belongs to such state and national organizations as are normally involved in training and educational activities for adults and juniors in the safe and proper use of firearms and in organized programs for marksmanship and competition; the terms and conditions to be negotiated and granted by the Board of Selectmen shall include such terms related to exclusive use as the Selectmen shall deem reasonable and necessary under the circumstances. The Tenant shall then design, construct, and maintain a shooting range and parking areas. Use of the shooting range shall be regulated and overseen by the Tenant. The purpose of the shooting range is to provide citizens with a safe environment to participate in shooting sports with an emphasis on firearm safety, hunter education, hunter sight-ins, new shooter recruitment, firearms education and training and wildlife management.

c) Any reconfiguration of the property must conform to all applicable zoning bylaws. Under this circumstance, the Tenant shall be responsible for any survey and plan preparation and plan filing costs associated with parcel reconfiguration.

d) Tenant will be responsible for all aspects of the development of the property including obtaining all financing, all local and state permits and licenses; providing all reports and/or studies that may be required by local and state regulatory boards; and obtaining any other professional services necessary for the successful completion of the project.
e) The Tenant or its representative shall be required to attend all meetings held with local and state officials or any review committee that may be appointed to represent the interests of the Town, concerning this contract and/or this project.

D. Improvements to the Property

a) The property for lease is shown as Assessor's Map 78, Parcel 5 (see Exhibit B)
b) It is understood and agreed by the Town and the Tenant that the Tenant shall develop a facilities improvement plan. Upon termination of the agreement, all facilities and improvements, exclusive of personal property, shall be and become the property of the Town.
c) All facilities and improvements to the property shall be at the expense of the Tenant, and the Tenant shall provide at its expense personnel required for the maintenance and operation of the property. All construction shall conform to the applicable federal, state and county health and building laws, codes and bylaws, and the Tenant shall receive written approval from the Town for all construction prior to the commencement of construction.

E. Repair of Road Damages

a) The Tenant will be responsible for repair of any significant damage done to any road used consistently or Madaquacham Valley Road and New South Road during construction. The Town will be responsible for determining if the damage is significant as well as the liability of the Tenant, if any.

F. Safety

a) Public Safety: The Tenant will provide adequate supervision and security to ensure public safety. The Tenant shall provide first aid training to all personnel with direct oversight of public shooting and will ensure that first aid kits are adequately kept and maintained in all buildings.
b) The Tenant will fence in the entire parcel of land before any other development of the property.
c) The Tenant is responsible for security of the property. The Tenant shall recognize the legal jurisdiction of the department and its officers to enforce law and order and to uphold the regulations in effect within the facility. The sole responsibility for the establishment of internal and external security measures adequate to protect the Tenant's property and all of the facilities imposed on the Tenant during the entire effective term of this agreement.

G. Operations

a) The Tenant shall be allowed to construct a Clubhouse, Pistol Range, Rifle Range and Skeet Trap Field. The Clubhouse will be for administrative offices, Classrooms, a kitchen, a main lobby area, fireproof supply rooms, rest rooms and a customer service area for check in. Two small sheds will be allowed for protection of the Clay Target machines from the weather. Covered roofs with open supports will be allowed to be built as shooting stations at the rifle and pistol ranges.
b) Sufficient personnel must be employed to provide adequate levels of public safety and service and to provide maintenance. The Tenant will be required to provide capital outlay to operate the range at a high level of service.

H. Operating Restrictions

a) The Tenant shall observe and comply with all federal, state, county and civil laws, orders, bylaws

and regulations as well as safety policies specified by the Town and County of Nantucket.

b) The Tenant agrees to annually budget funds sufficient for the continuous development, maintenance and operation of the subject property and related recreational facilities.

c) Alcoholic beverages shall not be offered or allowed on the property and are strictly prohibited.

I. Specific Requirements

a) An archaeological survey of the property, prepared in accordance with the methods and guidelines of the Massachusetts Historical Commission, shall be required prior to the commencement of any development.

b) A rare plant survey of the property, conducted in accordance with the methods and guidelines of Natural Heritage and Endangered Species Program, shall be required prior to commencement of any development.

c) Any and all state and local permits required, shall be obtained prior to any development of the property.

d) The ranges must be built to NRA's specifications and an NRA representative must advise and inspect the construction of the actual ranges.

J. Lease Agreement

a) If the most advantageous proposal is selected, the Town shall execute a Ground Lease, the terms and conditions of such are indicated in **Exhibit C**. The Town shall retain the right to terminate the Ground Lease if construction of the project is not commenced within twenty-four (24) months from the execution of said lease.

b) Tenant must sign the enclosed Ground Lease and include the signature page in the non-price proposal submission as an evidence of the Tenant's willingness to enter said lease agreement.

K. Performance and Other Bonds

To ensure faithful performance, the Tenant must furnish a Performance and Maintenance Bond, as well as a Labor and Materials Bond (Payment Bond) each valued at 100% of the contract. The required bonds shall be presented to the Town upon the commencement of construction.

III. FORM OF PROPOSAL

The Tenant shall submit in separate, clearly identified sealed envelopes a non-price proposal and price proposal.

First, the Town shall open and evaluate the non-price proposals according to Section IV of this RFP. Then the Town shall open the price proposals, and select the most advantageous proposal based on proposal ratings and the proposal prices.

A. Non-Price Proposal

The non-price proposal shall consist of all materials and information, other than price, required in this RFP. The non-price proposal shall include a Plan of Service that details the following:

a) Organization history, resumes of the three highest-level staff persons, and a thorough description of the services currently offered by the organization and/or an IRS determination letter under Section 501(c)(3) of the Internal Revenue Code; articles of incorporation under M.G.L., Chapter 180
b) Tenant's Safety Plan
c) Plan of proposed facility: lot configuration indicating buildings, parking, etc.; schematic designs and proposed floor plans of buildings.
d) Proposed schedule of work for securing financing, design and permitting, construction, and implementation plan to open the Shooting Range to the public.
e) Financial plan: including detailed project budget, evidence of interest from potential lenders, and a "sources and uses of funds" exhibit including monthly revenue and expenses.
f) Operation and maintenance plan for proposed facility including the actual range, buildings and property maintenance (daily and long-term).
g) Proposed Range and all buildings must be handicap accessible
h) Tenant must submit documentation that it has discussed public safety training requirements with the Nantucket Police Department Firearms Instructor and has identified potential cooperative firearms training programs where Tenant has agreed to provide access at mutually agreed upon times for police firearms training.
i) The shooting range must be able to accommodate a range of shooting interests including but not limited to Rifle, Pistol, Archery and Clay Target ranges.
j) Tenant's Organization must be principally located on Nantucket
k) The Tenant is encouraged to become an authorized hunting license dealer and deer weigh in station.

B. Price Proposal Requirements

The price proposal shall consist of the fixed annual lease fee that will be paid to the Town each year for the 25 year terms of the lease.

The price proposal shall also include a bid deposit in the form of a certified or treasurers check made payable to the Town of Nantucket, in the amount of 10% of the yearly lease fee bid, to be refunded upon execution of the lease agreement.

IV. PROPOSAL EVALUATION PROCEDURE

The Board of Selectmen and/or its designee will evaluate non-price proposals according to the minimum requirements

contained below. Submittals failing to comply with one or more of the minimum requirements stated below shall be disqualified from further consideration.

Non-price proposal that comply with the minimum requirements will be further evaluated based on the comparative criteria detailed below. Each proposal will be assigned a rating for each comparative criterion and a composite rating.

Three finalists will be identified from the evaluation of comparative criteria. The Town will rank these finalists. The price proposals will then be considered. The Town will enter into a lease with the responsive and responsible Tenant that provides the most advantageous proposal overall. The Town reserves the right to reject any and all proposals if such rejection is in its best interest.

Minimum Requirements

a) An IRS determination letter under Section 501(c)(3) of the Internal Revenue Code **OR** an Audited Financial Statement which clearly identifies the community services provided and the mission statement of the applying social service organization
b) Signed "Ground Tenant Acknowledgement" from Ground Lease (Exhibit C)
c) Non-Collusion Form
d) Tax Compliance Form
e) Plan of Service including proposed Membership and Usage Fees
f) Safety Plan

Comparative Criteria

HA – Highly Advantageous
A – Advantageous
NA – No Advantageous

Tenant's hours of Operation:
Does the Tenant indicate set hours of operation open to the public to be?

HA – more than 4 days per week
A – between 2 and 4 days per week
NA – only open by appointment or Event

Tenant has professional staff of range officers who are National Rifle Association Certified instructors

HA – More than two are available for all hours of operation
A – Less than two but at lease one are available for hours of operation
NA – None available

Tenant encourages use of facility by members through educational courses:

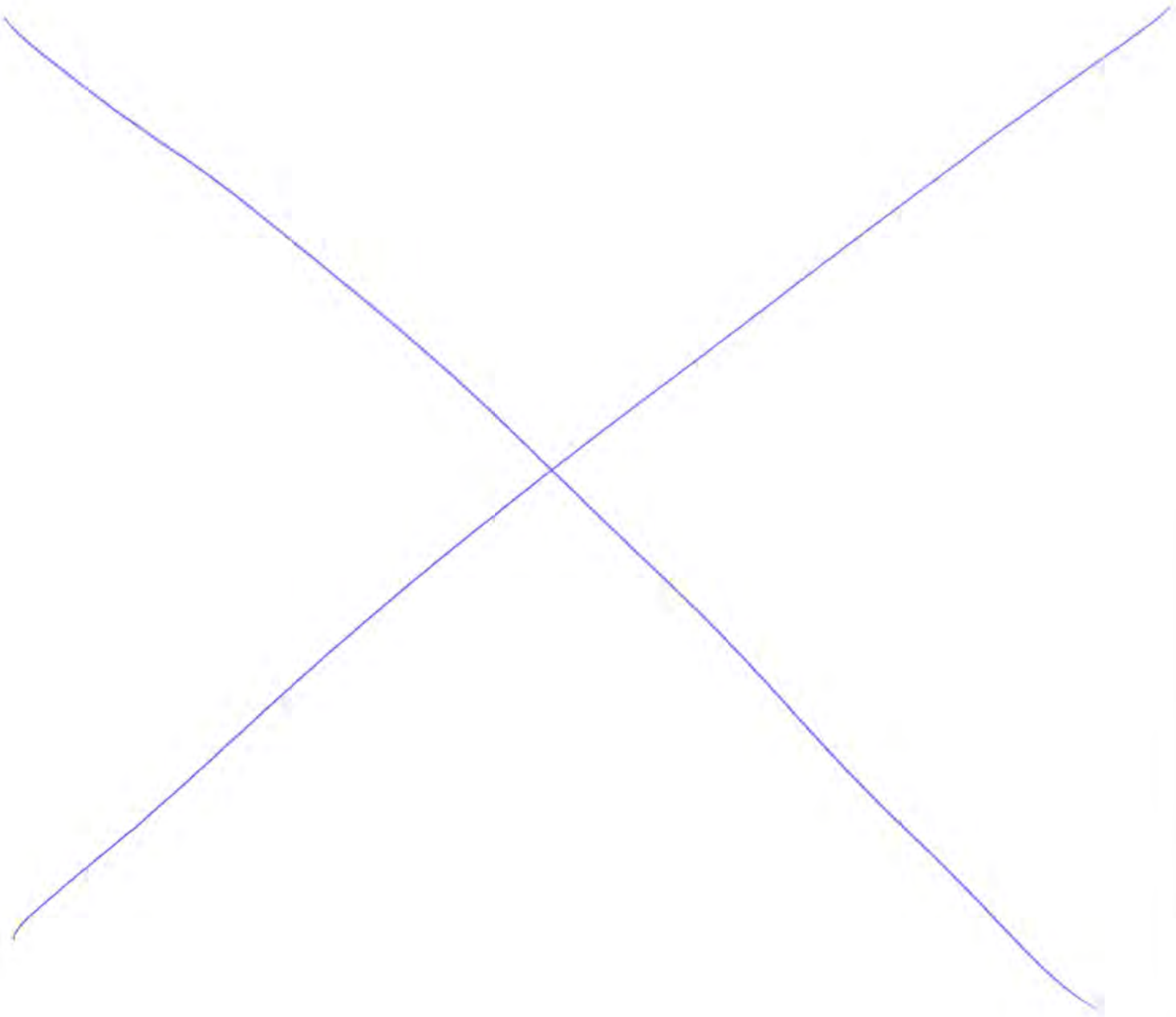
HA – Tenant has two or more Hunter Safety courses scheduled per year
A – Tenant has one or more Hunter Safety courses scheduled per year
NA – Tenant has no Hunter Safety courses scheduled per year

V. RULE FOR AWARD

The Town will determine the most advantageous proposal from a responsible and responsive Tenant, taking into consideration annual lease payments and all evaluation criteria set forth in the RFP.

VI. BASIS OF COMPENSATION

The lease fee will be a fixed amount paid on an annual basis to the Town of Nantucket. The initial term of the lease agreement will be a 10 year term, to be extended to 25 years upon receipt of ATM approval.



CERTIFICATE OF NON-COLLUSION

The undersigned certifies under penalties of perjury that this bid or proposal has been made and submitted in good faith and without collusion or fraud with any person. As used in this certification, the word "person" shall mean any natural person, business, partnership, corporation, union, committee, club, or other organization, entity, or group of individuals.

_____

Signature of person signing bid or proposal Date

_____

Please Print Name

_____

Name of Business

TAX COMPLIANCE CERTIFICATION

Pursuant to M.G.L. 62C, §49A, I certify under the penalties of perjury that, to the best of my knowledge and belief, I am in compliance with all laws of the Commonwealth relating to taxes, reporting of employees and Tenants, and withholding and remitting child support.

Federal Employer ID Number

Name of Corporation

President's Signature Date

Please Print Name

Exhibit A

From the 2004 Annual Town Meeting Warrant:

ARTICLE 90

(Real Estate Disposition: Lease Authorization for Recreational Shooting Range Facility)

To see if the Town will vote to authorize the Board of Selectmen of the Town of Nantucket, acting both in their capacity as such and, to the extent necessary, as the Commissioners of the County of Nantucket to negotiate the terms and conditions of and to grant a lease of certain land within the area described as Parcels 4, 5 and 6 and shown on Assessor's Map 78, said land being zoned as LUG-3 for the demarcation, design, layout, construction, maintenance and operation of a recreational facility for use by the permanent and part-time residents of Nantucket and their guests for rifle, pistol and shotgun shooting upon ranges to be designated thereon; said lease to be negotiated with and granted to the Nantucket Hunting Association, Inc. or such other not-for-profit organization principally located on Nantucket and which has been duly incorporated under Chapter 180 of the General Laws, whose members have experience in the conduct or operation of such shooting activities and which subscribes or belongs to such state and national organizations as are normally involved in training and educational activities for adults and juniors in the safe and proper use of firearms and in organized programs for marksmanship and competition; the terms and conditions to be negotiated and granted by the Board of Selectmen shall include all those normally found in a land lease agreement, including but not limited to the length of the lease, payment therefore and such terms related to exclusive use as the Selectmen shall deem reasonable and necessary under the circumstances.

(Steven Holdgate, et al)

FINANCE COMMITTEE MOTION: Moved that the Selectmen are hereby authorized to grant a lease of the property of certain land within the area described as Parcel 5 and shown on Assessor's Map 78 for the purpose of for the demarcation, design, layout, construction, maintenance and operation of a recreational facility for use by the permanent and part-time residents of Nantucket and their guests for rifle, pistol and shotgun shooting upon ranges to be designated thereon; said lease should be negotiated with and granted to the Nantucket Hunting Association, Inc. or such other not-for-profit organization principally located on Nantucket and which has been duly incorporated under Chapter 180 of the General Laws, whose members have experience in the conduct or operation of such shooting activities and which subscribes or belongs to such state and national organizations as are normally involved in training and educational activities for adults and juniors in the safe and proper use of firearms and in organized programs for marksmanship and competition; the terms and conditions to be negotiated and granted by the Board of Selectmen shall include such terms related to exclusive use as the Selectmen shall deem reasonable and necessary under the circumstances.

VOTE: The vote on the motion pursuant to Article 90 as recommended by the Finance Committee was by Unanimous Voice Vote. The motion was adopted.

Town of Nantucket Web GIS

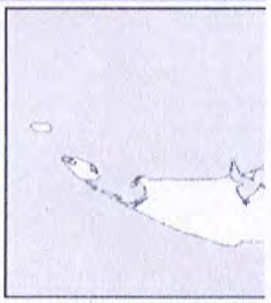


Prop ID	78 5
Address	MADEQUECHAM VLY RD
Owner	NANTUCKET TOWN OF 16 BROAD ST NANTUCKET, MA 02554
Sale Date	
Sale Price	$0
Book/Page	00062/ 170
Lot Size	48.2 acres

NOT A LEGAL DOCUMENT

For general reference only: Important caveats which must be considered when using this data are available from the Nantucket GIS Coordinator.

Disclaimer: The information displayed on this or any other map produced by The Town of Nantucket is for reference purposes only. The Town of Nantucket does not guarantee the accuracy of the data. Users are responsible for determining the suitability for individual needs. All information is from the Town of Nantucket Geographic Information System (GIS) database



Town of Nantucket, Mass

Map Composed

Exhibit C

GROUND LEASE

GROUND LEASE dated as of the ____ day of _____, 2006, by and between the **TOWN OF NANTUCKET, MASSACHUSETTS** acting by and through its Board of Selectmen (the "Landlord") and _____ (the "Tenant").

RECITALS

WHEREAS, by vote of the 2004 Annual Town Meeting, certain Town-owned property shown as Assessor's Map 78, Parcel 5, Nantucket (the "Property"), a description of which is attached as "Ground Lease Exhibit A," hereto, and is incorporated by reference herein?

WHEREAS, 2004 Annual Town Meeting, Article 90 also authorized the Town to enter into a long-term lease of the Property to a not-for-profit entity which would design, layout, construct, maintain and operate a recreational facility for use by the permanent and part-time residents of Nantucket and their guests for rifle, pistol and shotgun shooting upon ranges to be designated thereon. (the "Development");

WHEREAS, the Town instituted a request for proposals process under M.G.L. ch. 30B to identify a non-profit entity to undertake the Development, and issued a Request for Proposals dated May 18, 2006 (the "RFP"), a copy of which is attached as "Ground Lease Exhibit B," hereto, and is incorporated by reference herein;

WHEREAS, the Tenant submitted a proposal (the "Proposal") in response to the RFP, a copy of which is attached as "Ground Lease Exhibit C," hereto, and is incorporated by reference herein;

WHEREAS, the Town has selected the Tenant to undertake the Development in accordance with the terms and conditions set forth in the RFP and the Proposal, as they may have been modified by the written agreement the parties (collectively, the "Terms and Conditions of Development");

WHEREAS, the parties desire to cooperate in construction of the Development, with the Landlord supplying the land and the Tenant is supplying the improvements.

NOW THEREFORE, in consideration of the foregoing and of other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties agree as follows:

1. Landlord hereby leases the Property to the Tenant, subject to all easements and other matters of record, and subject to the terms and conditions of this Ground Lease.

2. Subject to the condition set forth below, the term of this Ground Lease shall begin on the date hereof and continue for a period of a 10 year term, to be extended to 25 years upon receipt of ATM approval. Notwithstanding the foregoing, the Landlord may, in its sole discretion, terminate this Ground Lease upon written notice given to the Tenant if the Tenant has not commenced construction of the Development within twenty-four (24) months after the date hereof.

3. Tenant will construct the Development according to plans and specifications which are a part of the Terms and Conditions of Development. Tenant shall construct at its own expense the Development and all other improvements serving residents of the Town of Nantucket (collectively, the "Leasehold Improvements"). In the event

that Tenant proposes to revise the proposed use for the Development in any substantial manner, Tenant shall so notify Landlord in writing in advance. Such substantial changes shall not be made without Landlord's written approval thereof, provided that such approval shall not be unreasonably withheld.

4. During the initial term hereof, Tenant shall pay rent for use of the Property as follows:

a. _____ per year as base rent, payable annually, in advance, on the date hereof (the "Commencement Date") and each anniversary thereafter.

b. All expenses associated with construction of the Leasehold Improvements, including without limitation expenses for materials, labor, overhead, insurance, professional fees, and debt service.

c. All operational and capital expenses connected with operation of the Development and the Property during the term of this Ground Lease, including but not limited to, repairs, expenses of alterations or remodeling, insurance premiums, utility expense, and maintenance.

d. Without limiting the generality of the foregoing, Tenant shall pay any and all other sums necessary to be paid so that the base rent payable under this Ground Lease shall be absolutely net to the Landlord.

e. Tenant shall follow all requirements in **Exhibit A** "Performance Obligations of Lessee"

5. Ground Tenant covenants as follows:

a. To perform any and all improvements to the Property in a good and workmanlike manner consistent with all applicable laws, codes, by-laws, ordinances, regulations, or government orders.

b. To pay any Tenants, laborers, and suppliers involved in such work and to discharge promptly any liens arising from it.

c. To impose or permit the imposition of no mortgage or other encumbrance or assignment on the Property or Ground Tenant's interest created by this Ground Lease without prior written consent of Landlord.

d. To use the Property solely for construction, maintenance and operation of the Shooting Range.

e. To maintain the Property and all improvements now or hereafter placed thereon in good condition according to standards of good management practice for properties of its type.

f. To provide access to members of the Nantucket Police Department for official firearms training at mutually agreed upon times.

6. The Landlord shall not be liable to the Ground Tenant for any injury or damage to the Property or to any property of the Ground Tenant or to any property of any third person, firm, association or corporation on or about the leased premises, and the Ground Tenant shall indemnify and save the Landlord harmless from and against any and all liability and damages and from and against any and all suits, claims and demands of any kind or nature, by and on behalf of any person, firm, association, corporation or governmental agency or authority, arising out of or based upon any incident, occurrence, injury or damage which shall or may happen on or about the Property and from and against any matter or thing growing out of the condition, maintenance, repair, alteration, use, occupation or operation of the Property, the installation of any property therein or the removal of any property there from; except in the case where any such damage is caused by the gross negligence of the Landlord.

7. Ground Tenant shall place insurance on the Property and all improvements thereon from time to time. Landlord shall be named as an additional insured on each and every insurance policy. Such insurance shall include:

a. Builder's risk insurance on a completed value basis with respect to the Leasehold Improvements.

b. All risk or fire insurance in full replacement cost limits including extended coverage, vandalism, and malicious mischief coverage and difference in conditions coverage.

c. If the Leasehold Improvements include a steam boiler or other pressure vessel, boiler and machinery coverage pursuant to an endorsement or a separate policy with respect to the Leasehold Improvements.

d. Public liability insurance with respect to the Development, and their use, the coverage limits of which shall be at least $1,000,000 for each occurrence with respect to bodily injury and wrongful death coverage and at least $500,000 for each occurrence with respect to property damage.

e. Any other kind of property or liability insurance with respect to the Development which is prudent under the circumstances and/or becomes customary for comparable buildings in comparable locations in the future.

f. Each insurance policy shall be issued by an insurance company that is licensed to do business in the Commonwealth of Massachusetts and is reasonably satisfactory to Landlord and Ground Tenant. An insurance company shall be deemed to be satisfactory to a party if A. M. Best Company of Oldwick, New Jersey, rates it as having a policyholder's rating of A or better.

g. A certificate with respect to each insurance policy required to be carried by Ground Tenant shall be delivered to Landlord. Each such certificate shall provide that the policy may not be canceled, reduced in amount, or modified by the insurer until at least 30 days after the insurer shall have notified Landlord and Ground Tenant, in writing by certified mail, return receipt requested.

8. If the Development, and any other improvements made to the Property are damaged or destroyed by fire or other catastrophe, Ground Tenant shall replace or repair the damage. The repairs and/or replacement shall be commenced within a reasonable time after the damage occurs and shall be prosecuted diligently.

9. Landlord may enter the Property and the Leasehold Improvements for the purpose of inspecting them.

10. Landlord covenants as follows:

a. Ground Tenant shall have the right to occupy the Property and to use it peaceably and quietly in accordance with the terms of this Ground Lease.

b. Landlord owns the Property in fee simple absolute, subject to certain easements and encumbrances of record, copies of which have been supplied to Ground Tenant.

11. Ground Tenant may not mortgage, sublet, or assign all or any portion of its rights under this Ground Lease without Landlord's prior written consent. The Landlord acknowledges that the Ground Tenant's financing of the Development may require a mortgage of the Ground Tenant's leasehold interest and agrees to negotiate in good faith an amendment hereto in order to permit such financing.

12. In the event that Ground Tenant shall fail to pay any base rent or other amount due hereunder or to perform any other obligations required under this Ground Lease for a period of thirty (30) days after Landlord gives Ground Tenant written notice of such failure, Ground Tenant may terminate this Ground Lease by an additional 30 days written notice. Upon termination of this Ground Lease, whether on account of Ground Tenant's default or otherwise, the Leasehold Improvements shall become the sole property of the Landlord.

13. If this Ground Lease is extended for an additional term (the "Additional Term") as set forth in Paragraph 2, above, the annual base rent payable by the Ground Tenant during the Additional Term shall be increased (but not decreased) to an amount equal to the product of the initial base rent provided in Paragraph 4(a), above, multiplied by a fraction, the numerator of which shall be the Consumer Price Index as of the month of the date of this Ground Lease and the denominator of which shall be the Consumer Price Index as of the month of month in which the then-current term hereof expires.

14. As used herein, the term "Consumer Price Index" means (I) the U. S. Department of Labor Bureau of Labor Statistics Northeast Consumer Price Index, All Urban Consumers -- (CPI-U), U.S. City Average, All Items (1982-84 = 100) or (ii) if the publication of such Consumer Price Index shall be discontinued, the comparable index most closely reflecting diminution of the real value of the annual base rent herein provided for. In the event of a change in the base for the "Consumer Price Index," the numerator of the fraction shall be appropriately adjusted to reflect continued use of the 1982-84 base in the case of the Consumer Price Index or in the case of such comparable index, the continued use of the base period in effect at the time of its adoption for use hereunder. At the request of either party, the other from time to time shall execute an appropriate instrument supplemental to the Lease evidencing the then current annual rent payable by the Ground Tenant.

In the event that the foregoing Index is not available for purposes of making the foregoing determination, the parties shall use the most nearly comparable available Index, interpolating to such extent as may be necessary to obtain a fair comparison of the difference of the cost of living between the dates specified (with a readjustment if the Index itself becomes available later). In the event that the Index is not available as aforesaid and there is a dispute or disagreement concerning the Index to be used and/or the annual rent that is to be payable during the Additional Term, such dispute or disagreement shall be decided by arbitration in accordance with the rules of the American Arbitration Association and judgment upon the award rendered by the arbitrator may be entered in any court having jurisdiction thereof. Should the annual base rent payable during the Additional Term not be determined before the beginning thereof, annual base rent shall continue to be paid by the Ground Tenant at the rate applicable during the initial term, and there shall be an appropriate adjustment promptly following the final determination.

15. Except as otherwise provided, a party may exercise its rights and remedies at any time, in any order, to any extent, and as often as it deems advisable. A party may exercise its rights and remedies without regard to whether the exercise of one right or remedy precedes, concurs with, or succeeds, the exercise of another. A single or partial exercise of a right or remedy shall not preclude a further exercise of the right or remedy or exercise of another right or remedy from time to time. No delay or omission in exercising a right or remedy shall exhaust or impair the right or remedy or constitute a waiver of, or acquiescence to, an event of default or breach.

16. All notices to be given pursuant to this Ground Lease shall be effective only when given in writing and mailed by certified mail, return receipt requested, postage prepaid, or by private express delivery service requiring signature upon receipt, to the party to whom addressed, at the following addresses:

To Landlord:

Town of Nantucket
Board of Selectmen
Nantucket Town Hall
16 Broad Street
Nantucket, MA 02554

To Ground Tenant:

Or in the case of either party to such other address as shall be designated by written notice given to the other party Any such notice shall be deemed given when so delivered by hand or, if so mailed, when deposited with the U.S. Postal Service.

17. Ground Tenant shall indemnify and save harmless the Landlord against and from all costs, expenses, liabilities, losses, damages, suits, fines, penalties, claims and demands of every kind or nature, including reasonable counsel fees, by or on behalf of any person, party or governmental authority, whomsoever, arising out of any accident, injury or damage which shall happen in, on or about the Property or appurtenances, and on or under the streets, sidewalks, curbs or vaults in front of or adjacent thereto, however occurring, and for any matter or thing growing out of the condition, occupation, maintenance, alteration, repair, use or operation of the Property, or of any part thereof, and/or of the streets, sidewalks, curbs or vaults adjacent thereto during the Term and not due to the negligence or wrongful act of the Landlord or its agents.

18. This Ground Lease shall be governed by and construed in accordance with the laws of the Commonwealth of Massachusetts. It shall be binding upon the parties and their respective successors and assigns and shall inure to the benefit of the parties and their respective successors and assigns. This lease may not be amended or canceled orally.

[Signatures on next page]

LANDLORD ACKNOWLEDGMENT

At a meeting duly held on _____, 2006, the Board of Selectmen for the Town of Nantucket reviewed the foregoing lease and voted to adopt it pursuant to Article 90 of the 2004 Annual Town Meeting.

WITNESS our hands and seals as of date first above named.

TOWN OF NANTUCKET
By its Board of Selectmen:

_____
Michael A. Glowacki, Chairman

_____
Brian J. Chadwick

_____
Douglas L. Bennett

_____
Bruce L. Watts

_____
Whitey Willauer

COMMONWEALTH OF MASSACHUSETTS

On this _____ day of _____ 2006, before me, the undersigned notary public, personally appeared Michael A. Glowacki, Brian J. Chadwick, Douglas L. Bennett, Bruce L. Watts t, and Whitey Willauer, as they constitute a majority of the Nantucket Board of Selectmen, proved to me through satisfactory evidence of personal knowledge of identity to be the persons whose names are signed on the preceding document, and acknowledge to me that each signed it voluntarily for its stated purpose, on behalf of the Town of Nantucket.

_____
Notary Public
My Commission Expires: / /

GROUND TENANT ACKNOWLEDGMENT

_____
Signature of Organization President

COMMONWEALTH OF MASSACHUSETTS

Nantucket County, ss. _____, 2006

Then personally appeared the foregoing_____
_____
_____ and acknowledged the foregoing Ground Lease to be their free act and deed, before me.

_____
Notary Public
My commission expires:

Exhibit A

Performance Obligations of Lessee

A. Scope of Work

f) Tenant must be willing to adhere to the definitions and bylaws provided in the *Code of the Town of Nantucket*, Mass General Law Chapter 140 §131 & §129C, as well as any and all other local and state regulations or laws that may apply. The Tenant must also adhere to the intent of Article 90 of Annual Town Meeting 2004.

g) The intent of the Town is to lease the property to a not-for-profit organization principally located on Nantucket and which has been duly incorporated under Chapter 180 of the General Laws, whose members have experience in the conduct or operation of such shooting activities and which subscribes or belongs to such state and national organizations as are normally involved in training and educational activities for adults and juniors in the safe and proper use of firearms and in organized programs for marksmanship and competition; the terms and conditions to be negotiated and granted by the Board of Selectmen shall include such terms related to exclusive use as the Selectmen shall deem reasonable and necessary under the circumstances. The Tenant shall then design, construct, and maintain a shooting range and parking areas. Use of the shooting range shall be regulated and overseen by the Tenant. The purpose of the shooting range is to provide citizens with a safe environment to participate in shooting sports with an emphasis on firearm safety, hunter education, hunter sight-ins, new shooter recruitment, firearms education and training and wildlife management.

h) Any reconfiguration of the property must conform to all applicable zoning bylaws. Under this circumstance, the Tenant shall be responsible for any survey and plan preparation and plan filing costs associated with parcel reconfiguration.

i) Tenant will be responsible for all aspects of the development of the property including obtaining all financing, all local and state permits and licenses; providing all reports and/or studies that may be required by local and state regulatory boards; and obtaining any other professional services necessary for the successful completion of the project.

j) The Tenant or its representative shall be required to attend all meetings held with local and state officials or any review committee that may be appointed to represent the interests of the Town, concerning this contract and/or this project.

B. Improvements to the Property

d) The property for lease is shown as Assessor's Map 78, Parcel 5 (see Exhibit B)

e) It is understood and agreed by the Town and the Tenant that the Tenant shall develop a facilities improvement plan. Upon termination of the agreement, all facilities and improvements, exclusive of personal property, shall be and become the property of the Town.

f) All facilities and improvements to the property shall be at the expense of the Tenant, and the Tenant shall provide at its expense personnel required for the maintenance and operation of the property. All construction shall conform to the applicable federal, state and county health and building laws, codes and bylaws, and the Tenant shall receive written approval from the Town for all construction prior to the commencement of construction.

C. Repair of Road Damages

b) The Tenant will be responsible for repair of any significant damage done to any road used consistently or Madaquacham Valley Road and New South Road during construction. The Town will be responsible for determining if the damage is significant as well as the liability of the Tenant, if any.

D. Safety

d) Public Safety: The Tenant will provide adequate supervision and security to ensure public safety. The Tenant shall provide first aid training to all personnel with direct oversight of public shooting and will ensure that first aid kits are adequately kept and maintained in all buildings.
e) The Tenant will fence in the entire parcel of land before any other development of the property.
f) The Tenant is responsible for security of the property. The Tenant shall recognize the legal jurisdiction of the department and its officers to enforce law and order and to uphold the regulations in effect within the facility. The sole responsibility for the establishment of internal and external security measures adequate to protect the Tenant's property and all of the facilities imposed on the Tenant during the entire effective term of this agreement.

E. Operations

c) The Tenant shall be allowed to construct a Clubhouse, Pistol Range, Rifle Range and Skeet Trap Field. The Clubhouse will be for administrative offices, Classrooms, a kitchen, a main lobby area, fireproof supply rooms, rest rooms and a customer service area for check in. Two small sheds will be allowed for protection of the Clay Target machines from the weather. Covered roofs with open supports will be allowed to be built as shooting stations at the rifle and pistol ranges.
d) Sufficient personnel must be employed to provide adequate levels of public safety and service and to provide maintenance. The Tenant will be required to provide capital outlay to operate the range at a high level of service.

F. Operating Restrictions

d) The Tenant shall observe and comply with all federal, state, county and civil laws, orders, bylaws and regulations as well as safety policies specified by the Town and County of Nantucket.
e) The Tenant agrees to annually budget funds sufficient for the continuous development, maintenance and operation of the subject property and related recreational facilities.
f) Alcoholic beverages shall not be offered or allowed on the property and are strictly prohibited.

G. Specific Requirements

e) An archaeological survey of the property, prepared in accordance with the methods and guidelines of the Massachusetts Historical Commission, shall be required prior to the commencement of any development.
f) A rare plant survey of the property, conducted in accordance with the methods and guidelines of Natural Heritage and Endangered Species Program, shall be required prior to commencement of any development.
g) Any and all state and local permits required, shall be obtained prior to any development of the property.
h) The ranges must be built to NRA's specifications and an NRA representative must advise and inspect the construction of the actual ranges.

H. Lease Agreement

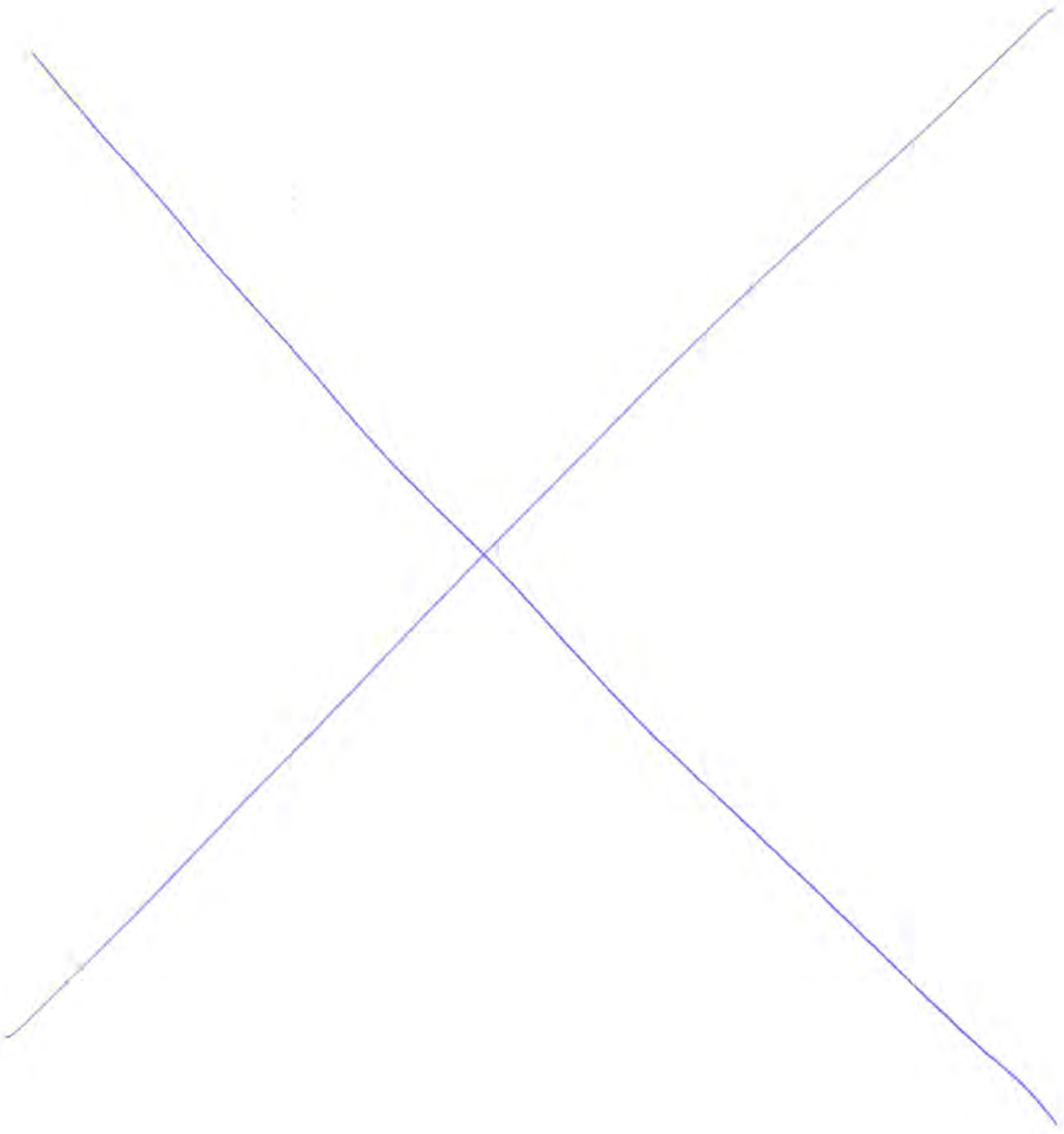
c) If the most advantageous proposal is selected, the Town shall execute a Ground Lease, the terms and conditions of such are indicated in **Exhibit C**. The Town shall retain the right to terminate the Ground Lease if construction of the project is not commenced within twenty-four (24) months from the execution of said lease.

d) Tenant must sign the enclosed Ground Lease and include the signature page in the non-price

proposal submission as an evidence of the Tenant's willingness to enter said lease agreement.

I. Performance and Other Bonds

To ensure faithful performance, the Tenant must furnish a Performance and Maintenance Bond, as well as a Labor and Materials Bond (Payment Bond) each valued at 100% of the contract. The required bonds shall be presented to the Town upon the commencement of construction.



PROPOSAL CHECKLIST

In order to simplify the evaluation process and obtain the maximum degree of comparison between proposals, the Town has prepared this checklist for all responders to use in compiling proposals.

- Non-price proposal
  - an IRS determination letter under Section 501(c)(3) of the Internal Revenue Code; articles of incorporation under M.G.L., Chapter 180
  - Certificate of Non-Collusion
  - Tax Compliance Certification
  - Signed "Ground Tenant Acknowledgement" page from the Ground Lease (Exhibit C) enclosed herein to indicate that responder is willing to enter into said lease
  - Plan of Service
  - Organization history
  - resumes of the three highest-level staff persons
  - Safety Plan

- Price proposal (in a separate sealed envelope from the non-price proposal)
  - Annual lease fee proposal
  - Security deposit

NON- PRICE PROPOSAL

For

LEASE OF PROPERTY AND DEVELOPMENT OF A RECREATIONAL SHOOTING RANGE FACILITY

Submitted By: NANTUCKET HUNTING ASSOCIATION
2 Greglen Avenue, PMB 346
Nantucket, MA 02554
508-325-4224

NON- PRICE PROPOSAL
For
LEASE OF PROPERTY AND DEVELOPMENT OF A
RECREATIONAL SHOOTING RANGE FACILITY

PLAN OF SERVICE

Section 1.	Organization's Information & History
Section 2.	Safety Plan
Section 3.	Facility Description
Section 4.	Schedule of Proposed Project Development
Section 5.	Financial Plan
Section 6.	Operation & Maintenance Plan
Exhibit A.	*Articles of Incorporation & 501(c) (3) IRS Determination Letter*
Exhibit B.	*SAFETY PLAN*
Exhibit C.	*Résumé's of Current Executive Officers*
Exhibit D.	*Proposed Facility Plan*
Exhibit E.	*Current Balance Sheet Reports*
Exhibit F.	*Letter of agreement of law enforcement usage*

SECTION 1. ORGANIZATIONAL INFORMATION & HISTORY

The Nantucket Hunting Association Inc. is a 501(c)(3) non-profit community organization whose mission is to preserve the traditions of ethical hunting and maintain the balance of Nantucket's Wildlife resources. (See exhibit A for documentation).

The Association was formed in 1997 when a group of Island resident hunters decided there was a strong needs to have an organized effort to protect and foster the traditional activities of hunting and shooting. Wildlife conservation has always been a practice that is deeply integrated with hunting; therefore it has also become a part of the Associations' mission.

Since 1997, the Hunting Association has grown to approximately ## members. All our activities and projects so far have been performed by volunteers and funded by dues and donations. Some of these activities and projects include:

Educational Seminars & Forums
Kid Conservation Camp Sponsorships
Wood Duck Nesting Box program
Pheasant raise & release program
Informational Brochure distribution
Organized shooting events
Fund Raising events
Donations to other charitable organizations
Controlled Deer Hunts
- Including the Nantucket Conservation Foundation Ram's Pasture hunt.

Sponsored Archery Hunter Education courses
Hunter Education Instructors certified by the State of Massachusetts

The Nantucket Hunting Association has several volunteers eager to attend classes to become NRA certified firearms instructors. An Island shooting range will allow them to maintain the certifications without having to travel to off island ranges.

SECTION 2. SAFETY PLAN

A multi-purpose shooting facility is a valuable asset to a community. It is a privilege for

community members to have a clean, organized and safe place to enjoy the shooting sports. This type of shooting atmosphere can only be maintained when a clear, and formal set of rules are communicated to and followed by all who use the facility. This set of rules needs to be specific to the uniqueness of the each shooting facility. These rules are worthless, unless there is a defined process for discipline for those who do not follow the rules. For these important reasons, the Nantucket Hunting Association will finalize and approve the first Safety Plan after the specific ranges are constructed, but before the range is open for use. The safety plan will be a dynamic document, meaning that annual reviews will be conducted and amendments will be made whenever the need is identified for improvement.

A safety plan is included as Exhibit B. This Safety Plan is the initial draft for the proposed shooting facility. Some sections are incomplete at this time due to unknown conditions that will be identified at time of construction. Many resources have been utilized in creating this document, some of which include:

National Rifle Association
- Range Source Book
- Training Department

National Shooting Sports Foundation
- National Association of Shooting Ranges

National Sporting Clays Association
- Gun Club Manual

SECTION 3 FACILITY DESCRIPTION

Due to the many types of shooting interests on Nantucket combined with the Island's geographical isolation, a multi-use shooting facility is necessary to accommodate all interested community members. The proposed facility would include a range for hunters to practice sighting in their rifles, a pistol range for firearms marksmanship and safety training, a clay target range for the shotgun sport enthusiast, and an archery range. All of these ranges can be used for law enforcement training, safety education, competition events as well as recreational events. The facility would be available to the public under the supervision of Club Range Safety Officers at specified times. At least two days a week and one day on the weekend will be available to the public. The ranges and clubhouse will be constructed to allow for handicap access. The Hunting Association plans to expand the hours of operation as the club grows and intends to eventually have the ability to staff a deer check station and sell state hunting licenses and permits. The majority of the land would be left in a natural state, adhering to conservation minded land management. **See Appendix C for proposed site plan.**

Recommended amendment to lease:
The Nantucket Hunting Association strongly recommends a change to the Lease of Land under Performance Obligations of Lessee section, D. Safety e) "The Tenant will fence in the entire parcel of land before any other development of the property." The recommended change is to insert the words "or Post" after the word "fence" in sentence D.e) above. The Association's legal counsel has advised that posting of property bounds conspicuously satisfies the legal obligation to warn the public of the hazards if they trespass beyond. It is the Hunting Association's intent to fence off areas of the property bounds easily accessible by automobiles, motorcycles and pedestrians (hikers, hunters and bikers). Many areas of the parcel are well away from the shooting ranges or are thickly vegetated. With permission from adjacent landowners, the association would plan to place signs every 100 feet along the brush line in clear areas where anyone would have clear access to enter the brush line. The signs would warn of a Live Firing Range Beyond, Do Not Enter. The option of posted signs would prevent the excess clear cutting necessary to build a full fence line in the thickly brushed areas.

RIFLE RANGE

A rifle range allows for shooters to fire "long guns" or rifles. The proposed rifle range is 200 yards long from the shooting line to the front of the backstop. The backstop is a 20-foot high berm constructed of dirt and grass and lined beneath to stop the migration of lead deposits. Accumulated lead bullets can be removed periodically. Side berms of similar construction outline the lateral boundaries of the range. A roof-covered structure will shelter the shooters, their firearms and equipment from the elements as well as provide added safety features to keep the fired projectiles within the range limits. The range will be constructed according to industry accepted National Rifle Association design criteria.

PISTOL RANGE

A pistol range will be designed for shooters to fire handguns at approved targets. The design features will be the same as the rifle range. Handguns are short-range firearms therefore the length of the range will only be 50 yards long. Small bore rifles, (.22 caliber rim-fire, pellet & BB guns) would also be allowed to use this range. This range would be used for general target shooting, competition shooting, gun safety training as well as law enforcement training. This range will be constructed according to industry accepted National Rifle Association design criteria.

CLAY TARGET RANGE

A clay target range consists of one or more "throwing" machines called traps that launch a clay disc target through the air at different angles to the shooter to represent a bird in flight. The shooter uses a shotgun to fire at and attempt to break the clay target. Shotguns have a short effective range and shoot multiple small pellets or bb's called shot. The size of the shot size will be limited to size 7 ½. Only non-toxic shot material and biodegradable clay targets will be allowed on this range. This size and type shot has a range of less than 200 yards. A 250 yard shot fall safety zone is designed as semi-circular area off limits when the range is open. This range will be constructed according to industry accepted National Rifle Association Range Manual and National Sporting Clays Association specifications.

There are many types of clay target ranges. The proposed range will ultimately consist of a 5-stand Sporting Range. This type of range can consist of up to six traps and has eight shooting stations to present a large assortment of target angles to the shooters.
This range can be built over time as the club grows. The range will be open for use as soon as the first trap house is installed. A single trap house is called a trap range. Two more machines will be added to each side of the range, one in a low house structure on the right and one in a high house structure on the left. This is known as a Skeet Range. More machines will be added over time as the club use increases.

ARCHERY RANGE

A 3D archery range will be constructed as one of the first and least expensive ranges. It will consist of an area with traditional round archery targets as well as simulated 3 dimensional game targets. This range would be available to the local school systems to use for archery classes or possibly a competition archery team.

CLUBHOUSE

As in all recreational sports facilities a clubhouse is the hub from which all activities are administered and serves as a general meeting place for citizens with a common interest to share their enthusiasm in a particular activity. Whether it is a golf club, tennis club, or gun club, a clubhouse is essential to the continued growth of a club. As the Members and guests relax and converse after their time on the range, shared ideas turn into club improvements, idle time evolves into volunteer time and effort. The Clubhouse is also where the formal meetings of the Club's board members and committees take place and where the classrooms exist for training classes. Fund raising dinners, auctions and charity breakfast events will be held in the Clubhouse. The clubhouse is where the awards and accomplishments of its members will hang on the walls. All of these clubhouse activities will foster a feeling of ownership among the club's members.

For a clubhouse to function as such an important facility command center and fund raising tool, the basic components will be included as part of the clubhouse design.

1. A main function hall
2. A kitchen area.
3. Restrooms (with at least one handicap accessible)
4. Administrative Office.
5. Equipment Storage room.
6. Classroom
7. Utility Room.

Recommended amendment to lease:

As part of the proposal response, the following change to the Lease is strongly suggested. Exhibit A, section F, f) of the proposed lease states "Alcoholic beverages shall not be offered or allowed on the property and are strictly prohibited". This restriction will prevent the club from conducting fund raising events in the form of dinner auctions where cocktail parties are an expected component. While it is understandable to include this restriction out of fear of mixing guns and alcohol, it is already strictly forbidden and against all rules to consume alcohol or take drugs of any kind when handling firearms. It will also be against the rules to have any alcohol present on any of the ranges.

Most shooting clubs serve alcoholic beverages in the clubhouse. This facilitates a social atmosphere for members and guests to spend extra time at the facility. The more time people spend at the clubhouse engaged in casual conversations, the more likely they will sign up as a volunteer, or a guest will decide to apply for membership. The social aspect of the club is important for maintaining the high level of volunteer effort needed to sustain the normal operations of the club. An added benefit is the ability to allow the members use of the facility for private functions like weddings and birthday parties.

SECTION 4 SCHEDULE OF PROPOSED FACILITY PROJECT

The proposed shooting facility will be constructed in phases. This will allow the facility to be utilized for shooting activities early in the development of the facility. The following project time line starts when there is a signed lease agreement and begins with initial fund raising and ends with the first opening of the clay target range to the general public. Obviously this time line is an estimate and will need to be adjusted for accuracy and more detail added as the project progresses.

PROJECT PHASES:

PHASE I. Planning, funding and construction of basic ranges.

- ⇒ A major fund raising drive will begin.
- ⇒ Grant applications
- ⇒ Planning & Permitting
- ⇒ Fencing & posting of property
- ⇒ NRA Instructor Training
- ⇒ Construct Driveway access
- ⇒ Clearing & grading of range sites
- ⇒ Construction of Rifle/Pistol Berms
- ⇒ Construction of single Trap Field
- ⇒ Construct Archery range
- ⇒ Expert Inspection & opening of ranges for limited use.

PHASE II. Utilities, and range expansions.

- ⇒ Additional Grant Applications for existing ranges
- ⇒ Permitting of Utilities
- ⇒ Installation of utilities (septic, water and electric)
- ⇒ Construction of Skeet houses on Trap field.
- ⇒ Installation of covered shooting stations.
- ⇒ Range improvements as identified (baffles, traps)

PHASE III. Clubhouse, Grounds improvement.

- ⇒ Construct Clubhouse
- ⇒ Landscape improvement
- ⇒ Expert Inspection of facility
- ⇒ Open clay target range to public
- ⇒ Host a Public Open House Celebration!

PROJECT TIME LINE

Activity Description	Start time	Completion time
Phase I		
Secure lease	June 2006	July 2006
Fund Raising	In work	On Going
Grant Applications	July 2006	On Going
Obtain Permits	July 2006	Dec. 2006
Fence & Post Property	July 2006	Dec. 2006
NRA Instructor Training	Aug 2006	May 2007
Construct Drive Way	Aug 2006	Oct. 2006
Clearing/Grading	Sept. 2006	Nov. 2006
Construct Rifle/Pistol Range	Oct. 2006	Jan.2007
Construct Trap Range	Oct. 2006	Jan. 2007
Construct Archery Range	Oct. 2006	Nov. 2006
Expert Inspection of ranges	Nov. 2006	Jan. 2007
Open Ranges for limited use	Jan.2007	Jan 2007
Phase II		
Utility Permitting	Oct. 2006	Dec 2006
Install Utilities	Dec. 2006	May 2007
Construct Skeet Houses	April 2007	July 2007
Construct covered stations	April 2007	Aug. 2007
Range Improvements	April 2007	Oct. 2007
Phase III		
Construct Clubhouse	Oct. 2007	July 2008
Grounds Improvement	Oct 2008	Nov. 2008
Range Improvements	Oct 2008	Jan 2009
Expert Inspections	Jan 2009	Jan 2009
Open Clay Range to Public	March 2009	March 2009
Public Open House Event	April 2009	April 2009

SECTION 5 FINANCIAL PLAN

INITIAL FUNDING DESCRIPTION

Financial funding for the design and construction of this multi-range shooting facility will largely come from donations solicited from private citizens, businesses, and other organizations. Several donors have indicated an interest in contributing to this project once a lease agreement has been secured for the land. The next largest amount of funding will be from Grants available through government, and industry sources. The third source of funds is from the Nantucket Hunting Association in the form of membership contributions and past fund raising events. See Exhibit E for the latest balance sheet of the Nantucket Hunting Association.

The following are sources of grants that will be submitted by the Nantucket Hunting Association for the purpose of constructing a shooting facility.

Division of Fisheries and Wildlife
- *Federal Aid in Wildlife Restoration Act of 1937 (Pittman-Robertson Act)*

National Rifle Association
- *NRA Foundation Grants*
- *Hunter Services Dept. ECHO Program*

National Shooting Sports Foundation
- Hunting & Shooting Sports Heritage Fund
- Industry Donations

United States Military Branches
- USCG

OPERATING REVENUES

Mostly user fees and membership fees will generate operating funds to manage, maintain and promote the facility once it is operational. Any grants available will be utilized, including grants associated with the establishment and mainentance of an environmental stewardship plan. Fund raising events will continue to fund special projects as well as provide a source for donations to other charities.

An estimated revenue forecast has been constructed using survey data from numerous shooting clubs through out the nation. The price charged per round at each range is shown for both Members and non-members. The amount of rounds shot each year is based on other clubs in the area with a population correction factor. The amount of rounds shot each year is the most uncertain variable.
The estimated costs are forecasted by adding the predicted costs of range supplies, utilities, building and grounds maintenance, and part time employee payroll to existing expenses of the Nantucket Hunting Association. Membership Dues and range fees will be adjusted as needed to cover the operating cost of operating the facility. Any profits will only be retained for expenditures on future upgrades, special projects or for charitable donations.

Cost Per Round

	Rifle/Pistol (Week / Weekend)	Skeet/Trap (Week / Weekend)
Member ($100/Yr Dues)	$7.55 / $8.00	$5.00/$6.00
Non-Member	$10.00 / $10.50	$6.00 / $7.50

Estimated Average Facility price per round = $7.00
Estimated Average Facility rounds per year= 6,000
Estimated Average Annual Range Revenue=$42,000

Estimated Profit & Loss

Total Income	$48,500.00
Total Expense	$48,200.00
Net Income	$300.00

SECTION 6 OPERATION & MAINTENANCE

The Operation and General Maintenance of the proposed facility will be conducted by member volunteers and by part time employed staff under direction of the Range Committee. The Range Committee is responsible for creating and maintaining an up to date Operations Manual and Range Safety Manual. The first draft of the Safety Manual is included as schedule B.

See Schedule B: Safety Plan Section 5 Administrative Procedures.

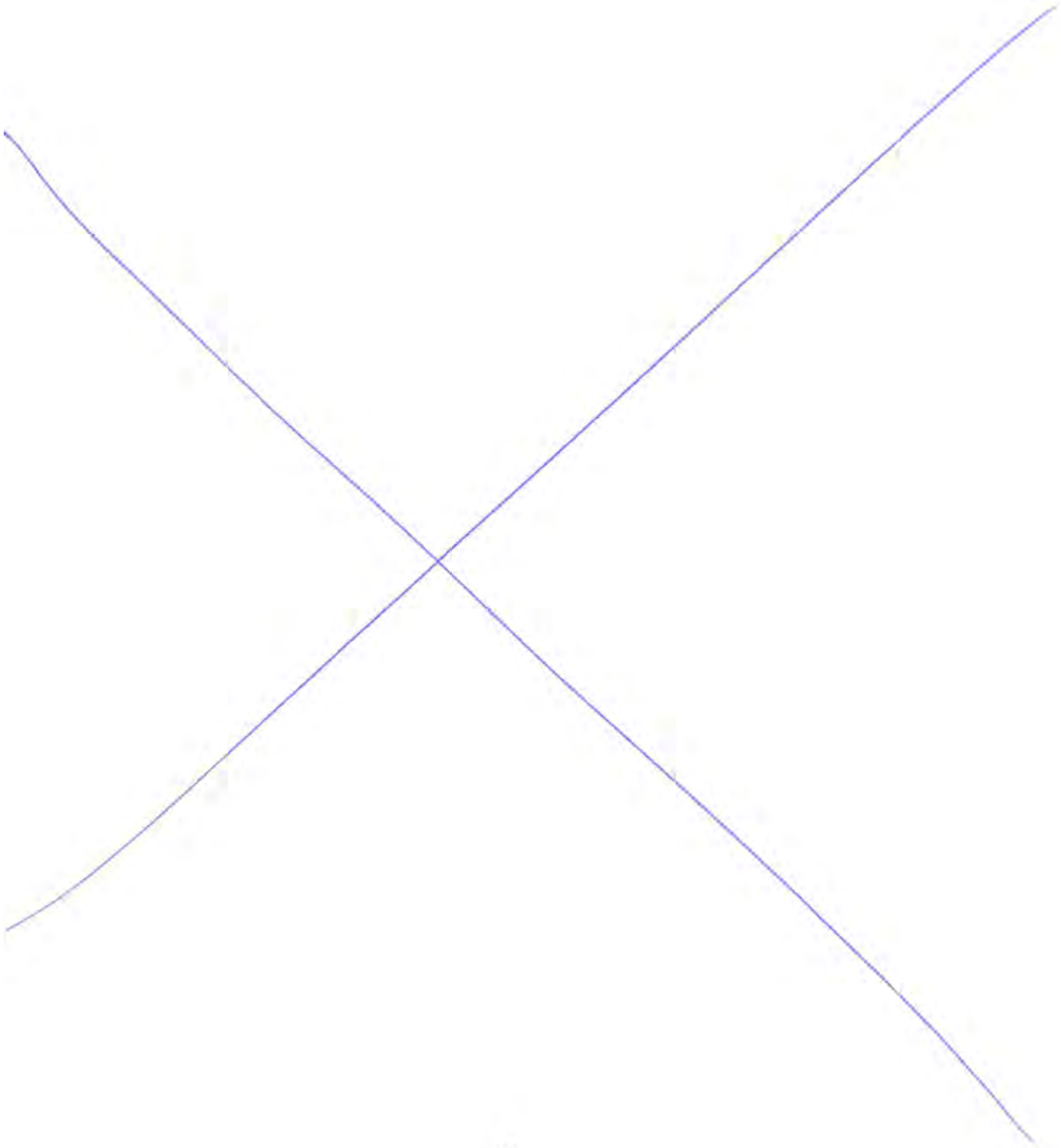


EXHIBIT A

1. Articles of incorporation

2. IRS Determination Letter

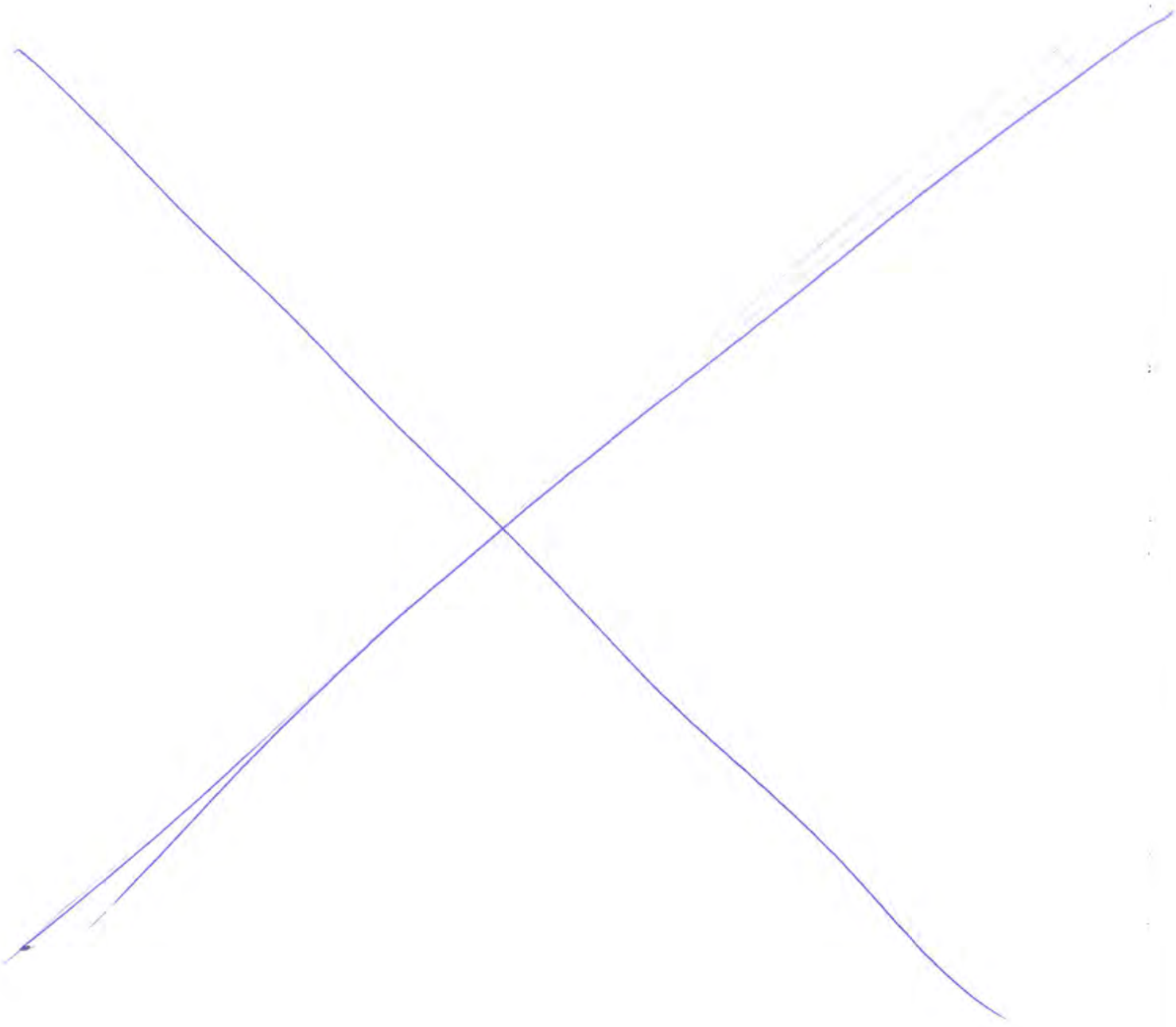


EXHIBIT B

1. Current proposed draft of Facility Safety Plan.

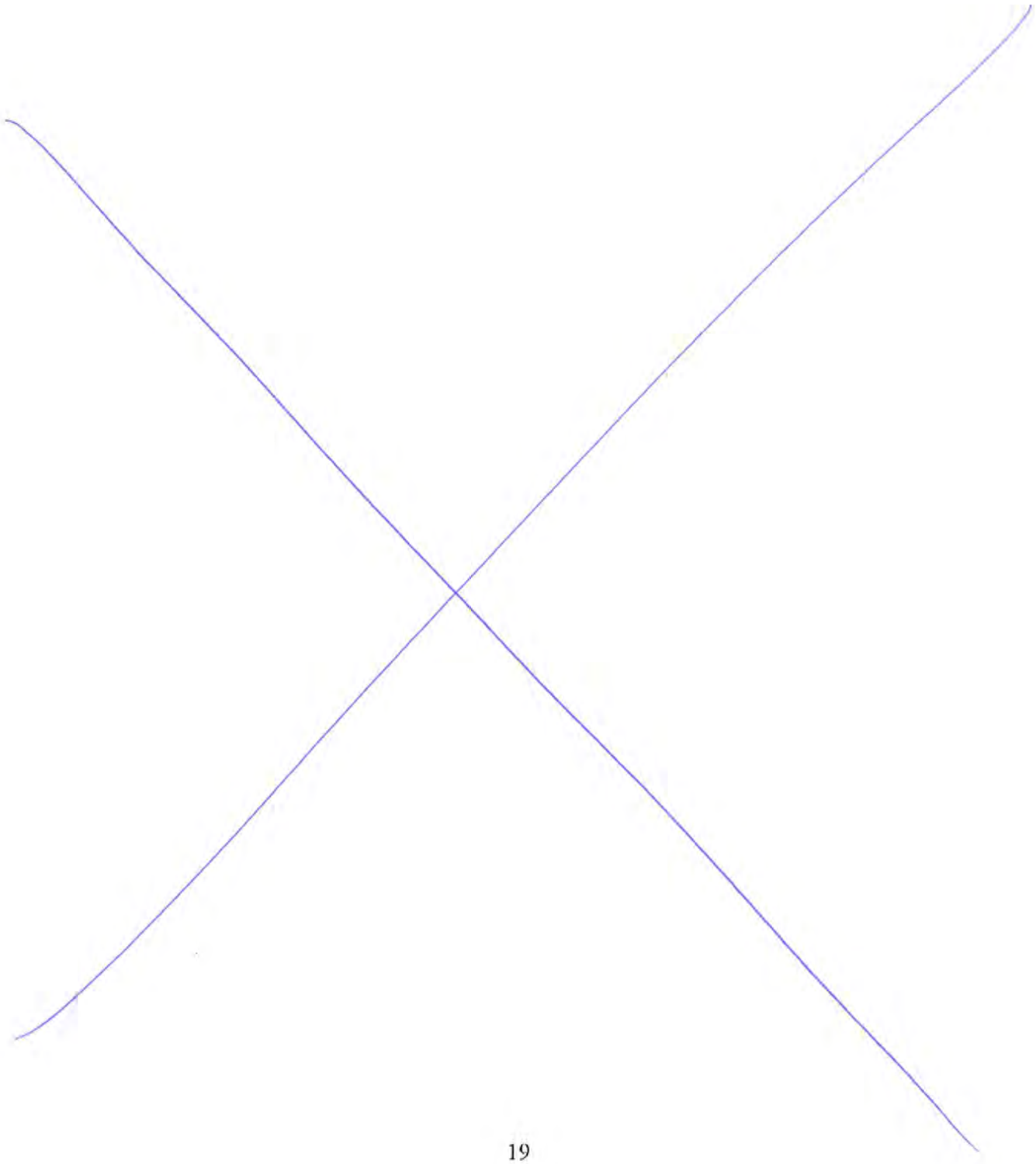


EXHIBIT C

1. Resumes of the top four current officers of the Nantucket Hunting Association.

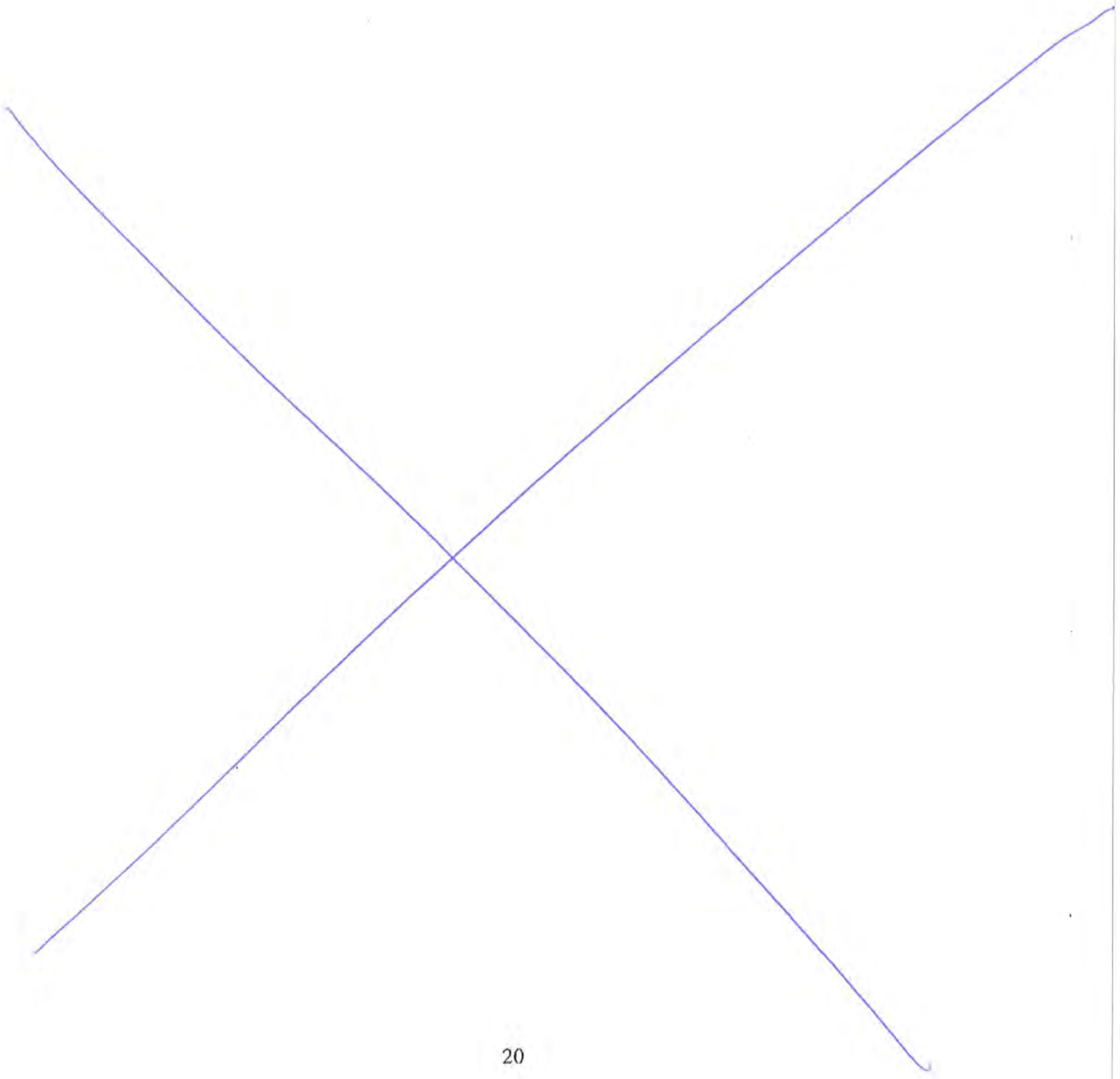


EXHIBIT D

1. Proposed Facility Layout Plan (2 sheets).

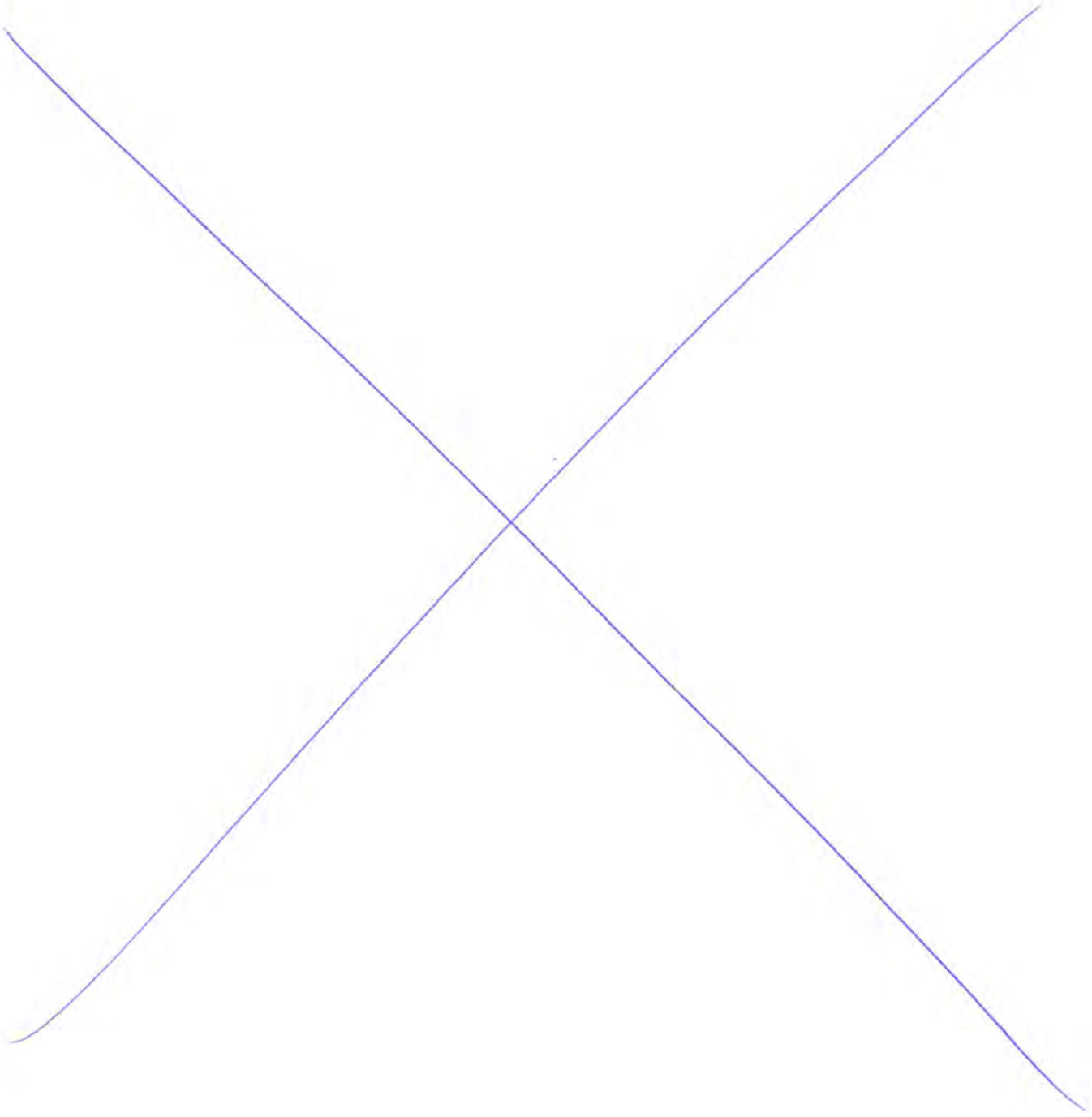


EXHIBIT E

1. NHA Balance Sheet (Sept. 2004 to Aug. 2005).
2. NHA Balance Sheet (Sept 2005 to May 2006).

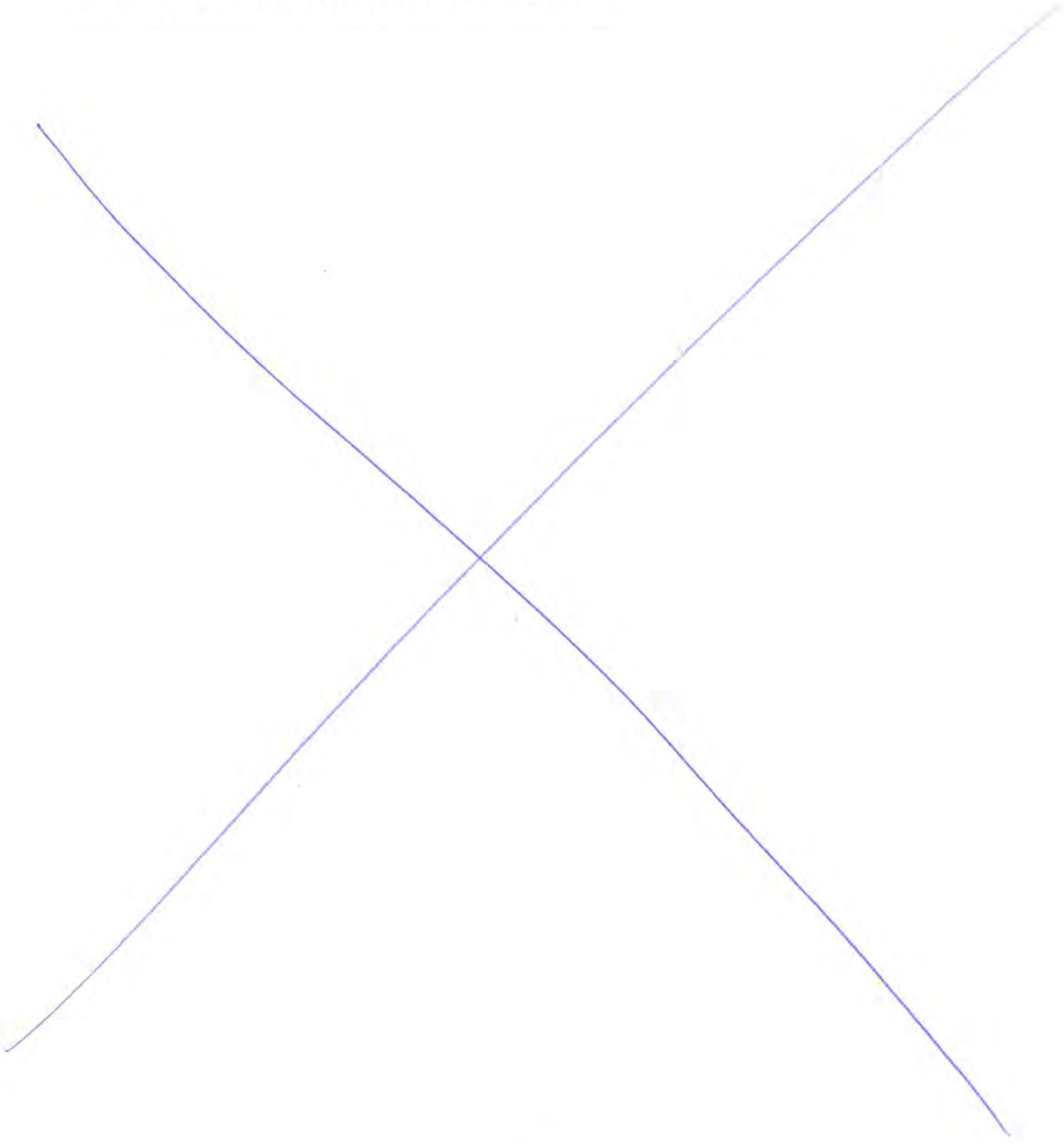
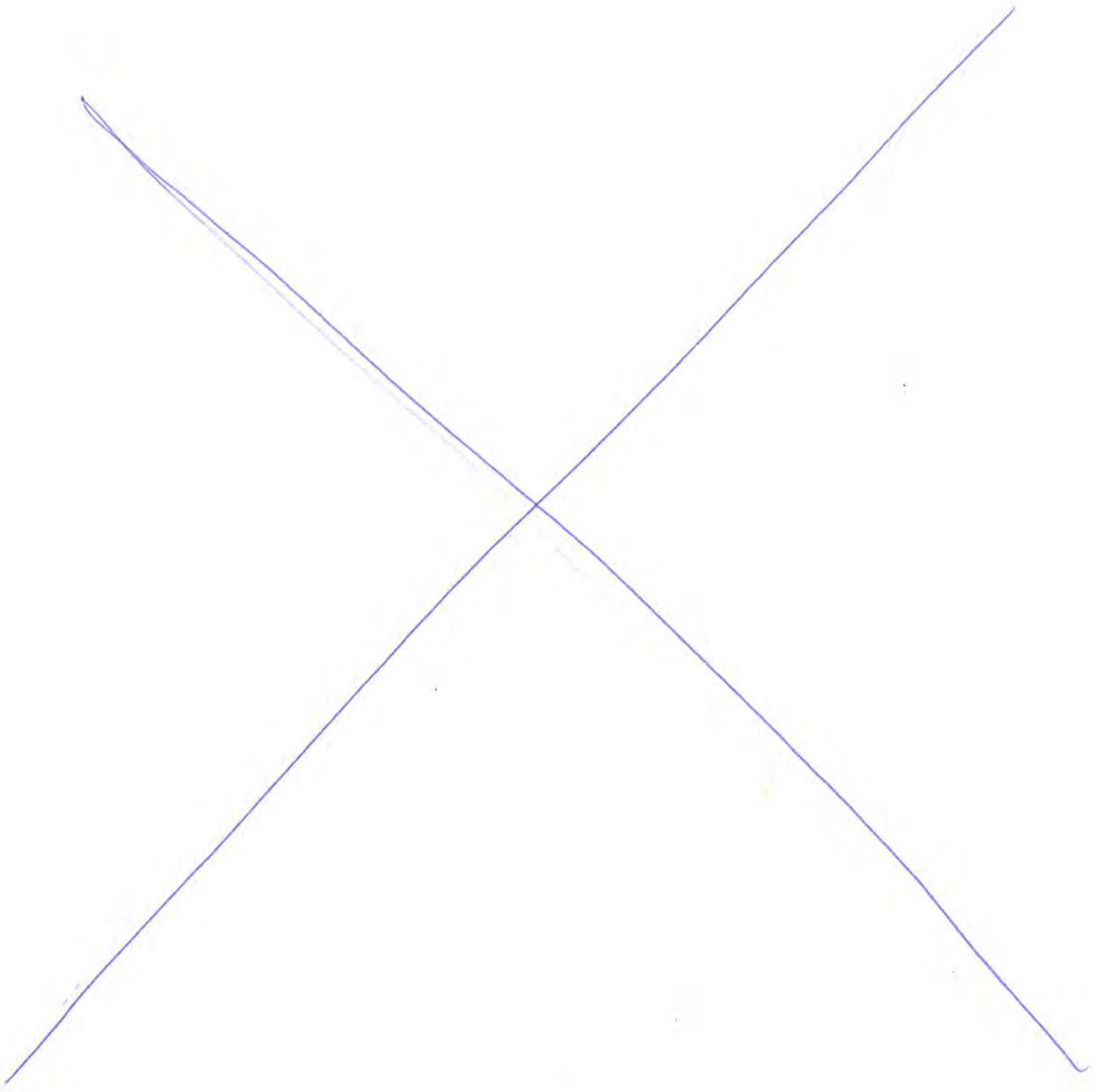


EXHIBIT F

1. Letter of agreement of law enforcement usage.



SAFETY PLAN

CONTENTS

Section 1	Overview
Section 2	Terminology
Section 3	General Range Rules
Section 4	Specific Range Rules
Section 5	Administrative Procedures
Section 6	Emergency Procedures
Appendix A	Range Commands
Appendix B	List of current RSO's
Appendix C	Hold Harmless Agreement
Appendix D	Accident Report
Appendix E	Maintenance Report

SECTION 1 OVERVIEW

MISSION

The **Nantucket Hunting Association** is a non-profit community organization, whose mission is to preserve the traditions of ethical hunting and maintain the balance of Nantucket's wildlife resources.

VISION

An integral part of fulfilling the mission of the Nantucket Hunting Association is education and training in the shooting sports. The **Nantucket Sporting Club** exists to provide a safe, clean and well organized facility where community members and visitors can enjoy the sport of shooting, receive education and training in the safe use of firearms, hunting, and conservation and develop marksmanship skills essential to ethical for generations well into the future.

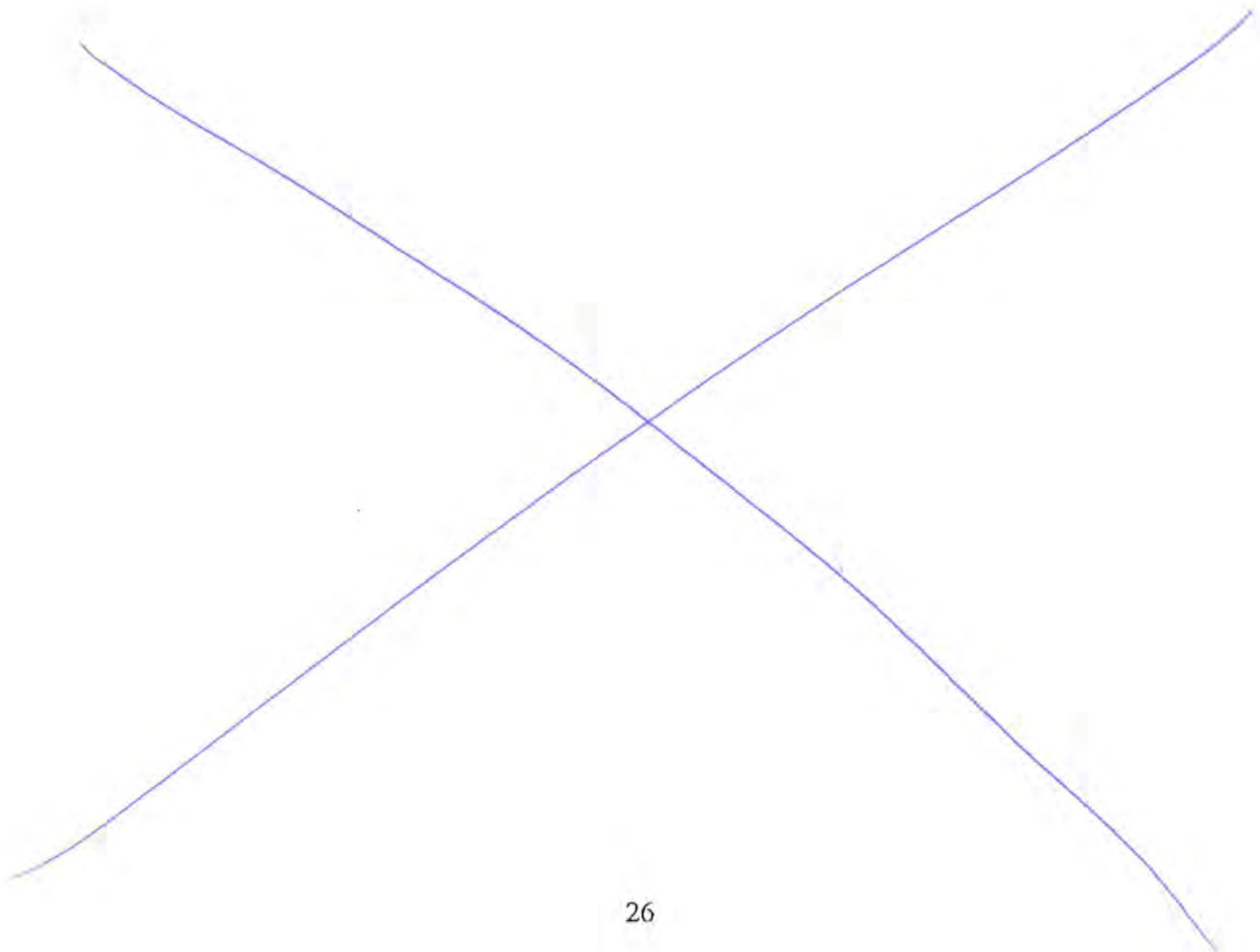
SAFETY PLAN PURPOSE

The purpose of this Safety Plan is to provide a single source document that contains the rules, procedures and explanations essential to the safe operation of a multi-use shooting facility. Other facility operations manuals may exist, but the Safety Plan is the main document that all who uses the facility will receive and have access to.

SECTION 2 TERMINOLOGY

This section exists to define the important terms used in the use of firearms on a controlled range. The intent is to prevent confusion and misinterpretation of the rule and regulations.

NRA Terms inserted here



SECTION 3 GENERAL RANGE RULES

This section contains rules that apply to all ranges within the facility.

They are printed in this plan on pages that allow for reproduction as stand alone documents for posting as signs and handouts for training.

Part 1 of this section contains Gun Handling Rules.

Part 2 of this section contains General Range Rules.

GUN HANDLING RULES

1. **ALWAYS KEEP GUNS POINTED IN A SAFE DIRECTION.**

2. **ALWAYS KEEP YOUR FINGER OFF THE TRIGGER UNTIL READY TO SHOOT,** and outside the trigger guard, until ready to fire or until the command "Commence Firing" has been given.

3. **ALWAYS KEEP THE ACTION OPEN AND FIREARM UNLOADED UNTIL READY TO USE.** On a firing range this means the shooters are in position on the firing line and the range has been cleared for live firing.

4. **KNOW YOUR TARGET AND WHAT IS BEYOND.**

5. **BE SURE THE GUN IS SAFE TO OPERATE.**

6. **KNOW HOW TO USE THE GUN SAFELY.**

7. **USE ONLY THE CORRECT AMMUNITION FOR THE GUN.**

8. **WEAR EAR AND EYE PROTECTION.**

9. **NEVER USE ALCOHOL OR DRUGS BEFORE OR WHILE SHOOTING.**

10. **STORE GUNS SO THEY ARE NOT ACCESSIBLE TO UNAUTHORIZED PERSONS AND ARE IN COMPLIANCE WITH CURRENT LAWS.**

11. **BE AWARE OF ADDITIONAL SAFETY PRECAUTIONS REQUIRED BY SPECIFIC GUNS OR ACTIVITIES.**

GENERAL RANGE RULES

1. KNOW AND OBEY ALL RANGE COMMANDS.
2. KNOW WHERE OTHERS ARE AT ALL TIMES.
3. SHOOT ONLY AT AUTHORIZED TARGETS.
4. MAINTAIN PROPER TARGET HEIGHT TO ENSURE FIRED PROJECTILE STRIKES BACKSTOP.
5. DESIGNATE A RANGE OFFICER WHEN NONE IS PRESENT OR ASSIGNED.
6. UNLOAD, OPEN ACTION, REMOVE THE MAGAZINE AND GROUND AND/OR BENCH ALL FIREARMS DURING A CEASE-FIRE.
7. DO NOT HANDLE ANY FIREARM OR STAND AT THE FIRING LINE WHERE FIREARMS ARE PRESENT WHILE OTHERS ARE DOWN RANGE.
8. ALWAYS KEEP MUZZLE POINTED AT THE BACKSTOP OR BULLET TRAP.
9. PETS MUST BE ON A LEASH AND UNDER CONTROL. PETS CUASING A DISTRATION MUST BE REMOVED BY THE OWNER.
10. BRASS CASINGS LEFT BEHIND BECOME PROPERTY OF THE CLUB.

SPECIFIC RANGE RULES

This section contains specific rules that apply to each type of range within the facility.

They are printed in this plan on pages that allow for reproduction as stand alone documents for posting as signs and handouts for training.

Part 1 of this section contains Clay Target Range Rules.

Part 2 of this section contains Rifle Range Rules.

Part 3 of this section contains Pistol Range Rules.

Part 4 of this section contains Archery Range Rules.

CLAY TARGET RANGE RULES

1. **OBEY ALL GUN HANDLING RULES AND RANGE COMMANDS.**

2. **NO LARGER THAN 7 ½ SHOT SIZE IS ALLOWED ON ANY OF THE CLAY TARGET RANGES.** Larger shot may be used on the rifle range and only fired at ground targets.

3. **ONLY NON-TOXIC SHOT IS ALLOWED ON ANY OF THE CLAY TARGET RANGES.**

4. **HEARING AND EYE PROTECTION ARE REQUIRED ON A LIVE RANGE.**

5. **ALL UNCASED GUNS ARE TO HAVE THE ACTIONS OPEN.**
   EXCEPTION: Breech break actions may be closed when in a rack.

6. **GUNS MAY ONLY BE LOADED WHEN SHOOTER IS IN THE SHOOTING BOX OR STATION. ACTIONS SHOULD BE OPEN TO AND FROM STATIONS.**
   ANY SHOOTER OBSERVED TO HAVE A LOADED GUN ANYWHERE EXCEPT THE SHOOTING STATION LOOSES THE DAYS SHOOTING PRIVILEDGES.

7. **NO PRACTICE SHOULDERING OF GUNS ANYWERE EXCEPT ON THE RANGE WITH THE KNOWLEDE OF THE RANGE OFFICER.**

8. **ABSOLUTELY NO ALCOHOL IS ALLOWED ON THE RANGE. THIS INCLUDES OBSERVERS NOT PARTICIPATING IN SHOOTING.**

RIFLE RANGE RULES

1. **OBEY ALL GUN HANDLING RULES AND RANGE COMMANDS.**

2. **EAR AND EYE PROTECTION ARE REQUIRED ON A LIVE RANGE.**

3. **NO SHOOTING AT UNAUTHORIZED TARGETS.**

4. **NO SHOOTING AT TARGET FRAMES.**

5. **NO HANDLING OF GUNS ALLOWED WHEN ANYONE IS DOWN RANGE DURING A SAFE LINE.**

6. **BENCHED GUNS MUST HAVE MUZZLES POINTED DOWN RANGE WITH ACTIONS OPEN AND MAGAZINES REMOVED.**

7. **GUNS MAY ONLY BE LOADED AT THE FIRING LINE DURING A HOT LINE.** ANY SHOOTER OBSERVED TO HAVE A LOADED GUN ANYWHERE EXCEPT THE FIRING LINE LOOSES THE DAYS SHOOTING PRIVILEDGES.

8. **NO OPEN TOED SHOES OR LOOSE TANK TOPS WHILE SHOOTING.** Hot brass casings contacting exposed skin may cause shooter to mishandle the firearm.

9. **WHEN MORE THAN ONE SHOOTER IS USING THE RANGE, A RANGE SAFETY OFFICER MUST BE DESIGNATED AND MAY NOT PARTICIPATE AS A SHOOTER.** A MEMBER SHOOTING ALONE MAY ACT AS THE RANGE SAFETY OFFICER.

PISTOL RANGE RULES

1. OBEY ALL GUN HANDLING RULES AND RANGE COMMANDS.

2. ANY GUNS NOT CASED OR HOLSTERED MUST HAVE THE ACTION OPEN.

3. SHOOT AT APPROAVED TARGETS ONLY.

4. NO TOY GUNS ALLOWED ON OR IN THE VICINITY OF THE RANGE.

5. ANYTIME GUNS ARE MOVED FROM THE REAR BENCH TO THE FIRING LINE THEY MUST BE UNLOADED, ACTION OPEN AND MUZZLE POINTED STRAIGHT UP.
   ANY SHOOTER OBSERVED TO HAVE A LOADED GUN ANYWHERE EXCEPT THE FIRING LINE LOOSES THE DAYS SHOOTING PRIVILEDGES.

6. TARGETS MUST BE PLACED SO THAT BULLETS PASSING THROUGH TARGET WILL STRIKE BACK BERM. No shooting allowed into side berm or into the ground.

ARCHERY RANGE RULES

1. CLUB MEMBERS AUTHORIZED TO SHOOT ARCHERY MAY SHOOT ON THE ARCHERY RANGE WITHOUT THE PRESENCE OF A RANGE SAFETY OFFICER.

2. MEMBERS OF THE PUBLIC AND NON-CERTIFIED MEMBERS CAN SHOOT ARCHERY UNDER THE SUPERVISION OF ARCHERY CERTIFIED RANGE OFFICERS.

3. NO ARROWS WILL BE NOCKED WHILE PEOPLE ARE DOWN RANGE.

4. THE LAST PERSON SHOOTING WILL CALL THE LINE "SAFE" WHEN FINISHED SHOOTING. ALL ARCHERS WILL COMMUNICATE THE RANGE SAFE.

5. BROADHEAD TIPPED ARROWS MAY ONLY BE SHOT AT DESIGNATED BROADHEAD TARGETS.

6. ARCHERS ARE RESPONSIBLE TO ASSURE THEIR EQUIPEMENT IS SAFE AND IN GOOD ORDER.

SECTION 5 ADMINISTRATIVE PROCEDURES

5.1 PERSONS AUTHORIZED TO USE RANGES.

a. Members in good standing and invited guests may use all ranges during range operating hours except during scheduled events. Up to four (4) guests allowed at one time per day. The same guest may only be invited to use the facility 3 times unless approved by the board under special circumstances.

b. Non-members not invited as a guest may use the Archery and Clay Target Ranges during public range hours. Public and non-public range hours are posted at the clubhouse, on the web site (www.ackhunt.org) and by calling the clubs general phone number.

c. Anyone wishing to use any of the ranges must be qualified by the club to use each specific type range. The Club considers an individual qualified when the individual has presented to the club:

    1. All State and Federal permits required for the desired activity.

    2. Completion of a Club orientation class for the specific range to be used.

    3. A signed Liability Waiver/Hold Harmless Agreement.

d. Anyone wishing to use a range as a solo shooter must also be a certified Range Safety Officer.

e. Special authorization and check-in procedures may apply to members of local law enforcement organizations and members of the military using the facility for official training purposes. (Procedure yet to be established).

5.2 RANGE PROCEDURES

a. Overall range operation and maintenance is under control of the Range Committee. The chairman reports to the Board of Directors and the Club Membership. Volunteer members of the Club and the Club Manager operate the club under direction of current published procedures and under authority from the Range Committee.

b. The Range Committee is responsible for the selection of facility managers, and training and approval of club members to serve as Range Safety Officers (RSO'S). The Committee is also responsible for hearing complaints and suggestions from RSO's and Range Users and will make necessary amendments to the Operating rules and procedures.

c. RANGE opening procedures:

1) To be determined at completion of construction. Procedures to include detailed step-by-step instruction on how to unlock and enter facility, turn on equipment, fill out documentation, check in shooters and shut down & secure facility.

5.2 TRAINING PROCEDURES

a. The Range Committee is responsible for the training and approval of club members to serve as Range Safety Officers (RSO'S).

b. Chief Range Safety Officer's conduct the training to potential RSO's utilizing the National Rifle Association Basic Range Safety Officer Course.

c. Upon successful completion of the NRA Basic Range Safety Officer Course, the trainee acts as an assistant RSO on an active range under the supervision of a current RSO. The current supervising RSO will sign off the trainee's training card once he/she feels the trainee is comfortable performing the duties of a fully qualified RSO.

d. After a satisfactory review of the trainees training record, two or more of the Range Committee members will sign-off as the final step. They will then issue the new RSO an RSO hat, and vest to be worn while acting as an RSO.

e. An RSO who has not acted as an RSO for multiple shooters within the last 8 months will loose his/her RSO rating and must re-certify.

f. The Range Committee may vote to remove any RSO from the active RSO list until voted back on as an active RSO. This procedure is meant to correct any undesirable actions of the RSO as observed by others and formally reported to the Committee. An example would be an unpleasant attitude toward others. Any violation of the gun handling or range rules is an automatic removal from the active list and re-certification is required.

5.3 Building & Grounds Maintenance Procedures

a. The Range Committee is responsible for the maintenance of the entire shooting facility. It is essential that all users of the facility do their part in keeping the facility clean, organized and preserve equipment life by following all facility rules and procedures.
b. All problems with the facility should be reported to the staff on duty. The staff will record problems in the daily log and fill out a trouble report. Simple problems will be addressed by the staff on duty to the best of their ability. All trouble reports will be filed for review by a committee member.
c. Daily Inspections:
   Maintenance Inspections to be established at time of construction.
d. Weekly Inspections:
   Maintenance Inspections to be established at time of construction.
e. Monthly Inspections:
   Maintenance Inspections to be established at time of construction.
f. Annual Inspections:
   a. Safety and Operations Manual Review by Committee
   b. Other Inspections to be determined.

5.4 Environmental Procedures

a. An Environmental Stewardship Plan exists as a separate document to manage the facility grounds and surrounding land to help maintain the balance of Nantucket's wildlife and preserve various habitats essential to the existence of many species of plant and fauna.
b. The entire layout of the shooting facility is planned to have a small impact on the surrounding natural environment. In some areas of the facility, habitat improvement projects are in place to foster the growth of specific species of plants normally crowded out by natural overgrowth.

SECTION 6 EMERGENCY PROCEDURES

This section contains important information that can be used in emergency situations while in and around the facility. The information is written in a format that can be duplicated as separate documents to be posted in and around the facility.

PART 1: EMERGENCY CONTACTS

PART 2: EVACUATION PLANS

PART 3: FIRST AID STATIONS

PART 4: STAFF RESPONSIBILITIES

EXHIBIT C

Additional Tenant Covenants

In addition to the other terms and conditions of this Lease set forth above, Tenant covenants and aggress to perform the following additional undertakings as material conditions of this Lease throughout the term hereof, as it may be extended or renewed. To the extent that any terms of this Exhibit C conflict with other terms set forth in this Lease, the terms of this Exhibit C shall govern.

Protected Species Mitigation

1. Tenant acknowledges that the Land leased hereby is within the endangered species habitat as identified in accordance with the Massachusetts Endangered Species Act ("MESA").
2. Prior to doing any alterations to the property, Tenant agrees to obtain all state and local permits and approvals required including those overseen by the Massachusetts Natural Heritage Program in connection with MESA and to do so at Tenant's sole cost and expense.
3. Tenant agrees any and all portions of property required to be restricted for protected species mitigation (including conservation restrictions) be located entirely within the Land as described on Exhibit A. Prior to proposing the restriction of any such area, Tenant shall consult with the Town with respect thereto.

Safety Fencing

1. To help prevent inadvertent entry onto the Land from adjoining land, Tenant agrees to install and maintain fencing along the entire outside perimeter of the property in which range activities are proposed to be undertaken. This shall be comprised of a permanently installed 4-foot high, woven wire, "cattle fence" with a locked gate access maintained at the vehicle access road. The intact condition of the fence shall be ensured through regular inspections by Tenant representatives and by Town as per section 4.2 of Lease Amendment 2.

Safety Signage

1. To help prevent inadvertent entry onto the Land from adjoining property, Tenant will install and maintain conspicuous and appropriately worded, warning signs along the entire fenced area of the Land sufficient to adequately warn individuals on abutting properties of the dangerous use of firearms thereon.. The condition of all signage shall be ensured through regular inspections by Tenant representatives.

Trap Range Restrictions

1. To prevent groundwater contamination and shot fall outside of the Land, shooting at the trap range shall only take place using steel or other lead alternative non-corrosive shot not greater than 7.5 mm.

Rifle Range Safety Requirements

For the public's safety both on and off of the property and to insure 100% bullet containment in the rifle/handgun range area the following measures will be implemented and maintained by Tenant throughout its Term:

1. A backstop at the northern end of the range of sufficient height, volume, and construction required to trap and hold all bullets originating on the range. Construction specifications shall be verified by an expert range consultant prior to their installation whose report shall be verified in writing by a qualified NRA representative and shall be periodically monitored for conformity with these specifications throughout the Term. The backstop's design shall be used in establishing operational standards for the maximum caliber weapon that may be used on the range and restrictions visibly posted. Tenant will comply with all federal, state, and local regulations pertaining to lead contamination prevention on the site.
2. Side berms of sufficient height, volume, and construction required to trap and hold all bullets originating on the range shall be installed along the east and west edges of the range. Construction specifications shall be verified by an expert range consultant prior to their installation whose report shall be verified in writing by a qualified NRA representative and shall be periodically monitored for conformity with these specifications throughout the term.
3. The shooting platform and/or range shall be designed, constructed, in consultation with a expert range consultant, and maintained through the term to assure 100% containment of bullets within the bermed area.

Range Noise Attenuation

Every effort will be made by Tenant to attenuate noise produced by on-the-property shooting using operational, siting, engineering and vegetative approaches throughout the term. These shall include but not be limited to:

1. The construction of the shooting platform shall be designed and constructed in coordination with a shooting range acoustical consultant to incorporate features that will maximize the containment of shooting-related noise within the structure or to dissipate the level of this noise before it reaches the property's outer boundaries.

2. The Tenant shall maintain a telecommunications device, and/or e-mail address, 24 hours a day, 7 days a week for the purpose of receiving and promptly responding to legitimate complaints and questions about the operation of the range. The Tenant shall maintain a written record of every complaint received including, but not limited to, the following information: date; time; name; address and contact information about complainant; details of the complaint; name of Range Safety Officer on duty at the time; date of response to complainant and action, if any, taken by Tenant. These records, or copies thereof, shall be made available to any party on written request to the Tenant and upon payment of any reasonable fee for copies. Tenant shall only be required to respond and take action with respect to noise violations that are "nuisance violations" such that they violate the Noise By-law, described in Chapter 101 of the Charter and Code of the Town of Nantucket.

If legitimate nuisance noise complaints persist after other remedies to reduce noise have been attempted, then, following a meeting called by the Town or ten (10) affected home owners, with notice to Tenant, the parties shall negotiate in good faith to develop a solution to the noise issues which solution may include restricting the hours of shooting and/or the number of shooting positions.

3. Rifle/Pistol Range Hours of Operation: The rifle/pistol range shall be open not to exceed the following times without prior approval by Town:

   September – June: Thursday through Sunday between the hours of 9 a.m. and 5 p.m., or ½ hour before sunset, whichever is earlier.

   July – August: One (1) weekday designated by Tenant during the hours of 10 am to 6 pm.

4. Trap Range Hours of Operation: The trap range shall be open not to exceed the following times without prior approval by Town:

   April – June: Two (2) weekdays designated by Tenant and Saturday during the hours of 10 am to 6 pm.

   July – August: One (1) weekday designated by Tenant during the hours of 10 am to 6 pm.

   September – October: Two (2) weekdays designated by Tenant and Saturday during the hours of 10 am to 6 pm.

   November – March: Monday through Sunday during the hours 9 am to 6 pm or sunset, whichever is earlier.

5. The use of automatic weapons on the range shall be prohibited except by law enforcement personnel and during special events approved by the Town.

Property Transfer by Town
Town reserves the right to transfer property and rights of this Lease to the Nantucket Land Bank at any time.

Advisory Board
Both Town and Tenant agree to the establishment of an Advisory Board to monitor and oversee the public benefit of the project for the term of the Lease. The Advisory Board shall include, but not be limited to, at least one member of the Tom Nevers Civic Association, one member of the Wigwam Homeowners Association, one member of the Nantucket Conservation Foundation, one member of the Board of Selectmen, and one member of the Nantucket Hunting Association. The Advisory Board will meet at least four (4) times a year. The Advisory Board will present quarterly reports to the Town to ensure appropriate safety measures are in place in accordance with an operational safety plan, to document the extent and nature of written noise complaints

received by the Tenant, to evaluate the effectiveness of noise mitigation strategies, and to evaluate whether the hours of operation are appropriate and that the facility is maintained in good order.

The Town may, by means of a majority vote of the Board of Selectmen following a public hearing, unilaterally amend the terms and conditions of this Lease as it relates to hours of operation, noise levels, operational procedures, restrictions and required facility improvements as it deems necessary to resolve operational concerns without limits from Town, State or Federal laws and regulations. The Town may, by means of majority vote of the Board of Selectmen following a public hearing, unilaterally terminate this Lease if, in its sole judgment, the Board of Selectmen determine that the public interest is not being served by the operation of the shooting facility. Town must give Tenant sufficient notice of a public hearing to allow Tenant representation at said hearing.

Non-Discrimination

Tenant shall not discriminate on the basis of race, color, national origin, age, disability, sex, marital status, familial status, parental status, religion, sexual orientation, genetic information, or political beliefs in any aspect of its business or operations. Tenant may utilize a membership screening process and expulsion and/or suspension process for the purpose of preventing members from continuous violations of rules & regulations, purposefully undermining the goals and mission of the organization, or any behaviors detrimental to the existence of the organization. These processes will not be considered discriminatory by there existence alone. Tenant shall take all actions as the Town may reasonably request to assure its continuing compliance with this undertaking including, without limitation, providing to the Town copies of its current by-laws, membership and other polices and rules and regulations.

NANTUCKET COUNTY Received & Entered
Attest: Jennifer H. Ferreira, Register of Deeds

RECEIVED
2013 FEB 7 AM 10 33
NANTUCKET TOWN CLERK

Nantucket Planning Board

MAJOR COMMERCIAL DEVELOPMENT SPECIAL PERMIT DECISION

NANTUCKET HUNTING ASSOCIATION, INC.

Special Permit #26-12

Applicant: Nantucket Hunting Association, Inc.

Owners: Town of Nantucket

1 Shadbush Road
Parcel 05 on Nantucket Tax Assessor's Map 78
Shown in Plan Book 2009, Page 44, Deed Book 62, Page 170

January 29, 2012

General Description
The Nantucket Planning Board at the following public hearings considered the application of Nantucket Hunting Association, Inc. Major Commercial Development for Major Site Plan Review (139-23) and a Special Permit pursuant to the following sections of the Nantucket Zoning Bylaw: Limited Use General – 3 zoning district (139-7), Major Commercial Development (139-11), Inclusionary Housing (139-11), and Traffic Study (139-23):

- August 13, 2012
- September 10, 2012
- October 8, 2012
- November 15, 2012
- December 17, 2012
- January 14, 2013

The site consists of twenty-seven (27) acres, nine (9) of which are being developed as a recreational shooting facility for the use of facility members and the general public. Access to the site will be from Shadbush Road, which will be constructed by the applicant. The site is currently unimproved and is the subject of a lease between the Town of Nantucket and the applicant.

Proposal
The applicant is proposing to construct a recreational shooting facility, a parking lot for 36 cars including two (2) handicapped spaces with shared access aisle, a one and a half story administration building, an outdoor rifle/pistol shooting range with two bathroom kiosks, a trap house for target shooting, a pistol/rifle range with a pavilion structure, and an archery range. The proposed site will be entirely enclosed with security fencing and safety signage. The site is surrounded by commercial sites to the west and conservation land on the north, south, and east. The existing site contains mostly undisturbed wooded areas with dirt bike/motorcycle trails throughout.

Access, Traffic, and Parking
Access to the site will be from Shadbush Road. The applicant's intention is to prepare the travelled way width to twenty-two feet (22 feet), which will be the proposed gravel width. The applicant may further increase the travelled way width at the cul-de-sac of Shadbush to help facilitate boat/trailer traffic entering the Nantucket Community Sailing lease parcel. The applicant intends to remove the existing topsoil, grade a vertical alignment to facilitate storm runoff, apply a layer of crushed stone, till into place, re-grade and roll the surface for compaction. Further, the applicant will also grade out at low areas, temporary storm run-off basins to hold and dispel normal storm events.

The applicant will need to go before the County Commissioners within sixty (60) days of this decision's filing date and request the County Commissioners to accept the roadway improvements to Shadbush Road as a gift.

The applicant requested a traffic study waiver because the proposed park will be set in a remote location off Milestone Road. Further, the facility will not be burdened with a large number of visitors at any given time. The 36 parking spaces, two (2) of which are handicapped, meet the parking calculations as set forth in the Zoning Bylaw.

Stormwater Drainage and Treatment Systems
Three separate stormwater disposal systems have been designed to control runoff for from the proposed ack pac driveway and parking lot areas. The runoff from the sixteen space parking lot will be directed to two separate infiltration trenches at either side of the lot. One trench, S1, will be 3' wide and 72' long, with a depth of 3.0'. The second trench, S2, will be 4' wide and 100' long, with a depth of 3.5'. The runoff from the twenty space parking lot and roadway will be directed to a third infiltration trench. This trench, S4, will be 4.5' wide and 180' long with a depth of 3.5'. The infiltration beds will be surrounded by vegetated swales for any excess runoff and storage capabilities. All three infiltration trenches are designed to accept the entire runoff volume of a 24-hour rainfall event of a 100-year return frequency. A small portion of the property leads to the roadway entrance and will be collected in the drainage to be constructed in Shadbush Road.

Basis of the Findings
The Board's findings and decision refer to the following plans, letters, and reports submitted by the applicant:

- An application to the Planning Board for a Special Permit dated July 5, 2012 and received by the Town Clerk on July 17, 2012;
- A letter from Attorney Howard P. Speicher, representing the Russell's Way/Wigwam Road Maintenance Trust dated August 6, 2012;
- A Noise Impact Assessment Report prepared by Larry L. Pater, Ph.D, dated June 11, 2012;
- A letter from the Nantucket Land Council, Inc., dated August 6, 2012;
- A Noise Modeling Study prepared by Erich Thalheimer, dated February 25, 2012;
- A Noise Study Final Report prepared by Erich Thalheimer, dated December 24, 2007;
- Plans entitled "Nantucket Shooting Park, 1 Shadbush Road, Nantucket Hunting Association" sheets 1-6, prepared by Blackwell & Associates, Inc., dated July 2012, revised November 6, 2012 and December 10, 2012. This decision is also based on final plans to be modified in accordance with this decision;
- Amended and Restated Ground Lease Agreement between the Town of Nantucket and the Nantucket Hunting Association, Inc., dated April 13, 2011;
- Environmental Notification Form for the MEPA review dated July 2, 2012;
- A letter from Erich Thalheimer reviewing the Noise Impact Assessment Report dated August 13, 2012;
- A letter from Attorney Chris Humphrey (attorney for the Applicants) dated August 28, 2012;
- A letter from Horsely Witten Group dated September 4, 2012;
- Nantucket Shooting Park Environmental Stewardship Plan Summary, prepared by Steven J. Holdgate, dated November 7, 2012;
- Plan entitled "Plan and Profile Gravel Improvements, Industry and Shadbush Road" dated November 8, 2012, prepared by Blackwell & Associates, Inc.;
- A letter from Blackwell & Associates, Inc., dated November 17, 2012;
- A letter from the Board of Health dated November 29, 2012;
- Drainage Report Relative prepared by Blackwell & Associates, Inc., dated July 2012.

Findings were also based upon the following:

- Representation and testimony received in connection with the public hearings held August 13, 2012, September 10, 2012, October 8, 2012, November 15, 2012, December 17, 2012, and January 14, 2013. Minutes of each meeting are on file with the Planning Office and the Town Clerk;
- Staff Reports dated August 9, 2012, September 7, 2012, October 4, 2012, November 9, 2012, December 12, 2012, and January 9, 2013;
- Reports from Pesce Engineering & Associates, Inc., engineering consultants for the Planning Board, dated August 12, 2012 and September 14, 2012;
- Correspondence from abutters of the site as well as other interested parties. These documents are public record and are on file with the Planning Board; and
- Other assorted documents on file with the Planning Board.

Findings

Based on review of this application in accordance with the Nantucket Zoning Bylaw, plans and other materials submitted by the applicant, and testimony received at the public hearings, the Planning Board finds that:

- The proposal complies with the local bylaws of the Town of Nantucket and/or applicable provisions of the Massachusetts General Laws;
- Adequate protection of unique natural, scenic, or historic features of the site have been provided by the following measures:
  - Only nine (9) of the twenty-seven (27) acres on the site are being developed and the remaining eighteen (18) acres will remain undisturbed.
- The roadway improvements to Shadbush Road are adequate and must be accepted by the County Commissioners;
- Based upon reports from Pesce Engineering & Associates, Inc., the Board finds that surface/stormwater drainage is adequate;
- Due to the rural nature of the locus a traffic study is not necessary;
- Because the facility will be staffed by local volunteers that are Nantucket residents, inclusionary housing is not necessary; and,
- Off-street parking and loading are adequate.

In addition to the aforementioned findings, the Planning Board finds that the use of the site as a recreational facility is in harmony with the purpose and intent of the Zoning Bylaw. Further, in Article 90 of the 2004 Annual Town Meeting the Town voted to lease the site to be used as a recreational shooting range facility.

Decision

The Planning Board renders this decision based on compliance with the General Description, Proposal, Basis of the Findings, and Findings sections of this decision and the following sections of the Nantucket Zoning Bylaw: Major Site Plan Review (139-23), Limited Use General – 3 zoning district (139-7), Major Commercial Development (139-11), Inclusionary Housing (139-11), and Traffic Study (139-23).

The Board grants special permits for waivers from the following sections of the Nantucket Zoning Bylaw:

- 139-11.J. Inclusionary Housing
  SPECIAL PERMIT GRANTED – the facility will be operated by a limited number of volunteers that are Nantucket residents thereby obviating the need for additional housing;

- 139-23.F.(2)(b) Traffic Study
  SPECIAL PERMIT GRANTED – the Board finds that the proposed facility is in a remote location with no traffic congestion and the facility will not be burdened with a large number of visitors at any given time.

This decision is also based on the following conditions:

1. That the applicant shall make the following improvements to Shadbush Road:
   a. That the traveled width of the gravel roadway shall be twenty-two (22) feet;
   b. The applicant shall remove the existing topsoil, grade a vertical alignment to facilitate storm runoff, apply a layer of crushed stone, till into place, re-grade and roll the surface for compaction.
2. Within sixty (60) days of filing this decision, the applicant shall request the County Commissioners accept said roadway improvements to as a gift;
3. The applicant shall have a lead removal consultant inspect the site every two (2) years. The first inspection shall commence within two years of the opening of the facility. If the results of any inspection are found to be in disaccord with acceptable levels, then the applicant shall take steps to remediate the situation ;
4. That the applicant shall abide by all conditions as set forth in the lease between the Town of Nantucket and the applicant. Said lease is recorded at the Nantucket County Registry of Deeds in Book 1225, Page 191, as amended in Book 1225, Page 238, and as further amended in Book 1366, Page 1;
5. The applicant shall come before the Planning Board for a modification to the decision should they modify conditions 3, 5.e., 5.d., and 5.f. of the lease. Any other changes to the lease do not require a modification of this decision;
6. The applicant shall monitor the groundwater for lead at least once a year. If the results of any inspection are found to be in disaccord with acceptable levels, then the applicant shall take steps to remediate the situation;
7. The applicant shall establish an Advisory Board to monitor and oversee the public benefit of the project for the term of the Lease. The Advisory Board shall include, but not be limited to, at least one member of the Tom Nevers Civic Association, one member of the Wigwam Homeowners Association, one member of the Nantucket Conservation Foundation, one member of the Board of Selectmen, and one member of the Nantucket Hunting Association. The Advisory Board shall meet at least four (4) times per year;
8. That the hours of operation of the Rifle/Pistol Range shall be as follows: September 1st – June 30th: Thursday through Sunday between the hours of 9 a.m. and 5 p.m., or ½ hour before sunset, whichever is earlier; July 1st – August 31st: One (1) weekday designated by Tenant during the hours of 10 a.m. to 6 p.m.;
9. That the hours of operation of the Trap Range shall be: April 1st – June 30th: Two (2) weekdays designated by the Tenant and Saturday during the hours of 10 a.m. to 6 p.m.; July 1st – August 31st: One (1) weekday designated by Tenant during the hours of 10 a.m. to 6 p.m.; September 1st – October 31st: Two (2) weekdays designated by Tenant and Saturday during the hours of 10 a.m. to 6 p.m.; November 1st – March 31st: Monday through Sunday during the hours 9 a.m. to 6 p.m. or sunset, whichever is earlier; and,
10. The applicant shall use best management practices as outlined in Nantucket Shooting Park Environmental Stewardship Plan Summary in the maintenance and operation of the facility.

RECORD OF VOTE

At the January 14, 2013 meeting, a motion was made and duly seconded to close the public hearing, to APPROVE the special permit, and to ENDORSE this decision.

SIGNATURE PAGE TO FOLLOW

Barry G. Rector APPROVED

Nathaniel Lowell APPROVED

Sylvia Howard APPROVED

Linda F. Williams APPROVED

John McLaughlin APPROVED

COMMONWEALTH OF MASSACHUSETTS

Nantucket, SS February 6, 2013

On the 6th day of February, 2013, before me, the undersigned notary public,

personally appeared John McLaughlin, one of the above-named members of the Planning Board of Nantucket, Massachusetts, personally known to me to be the person whose name is signed on the preceding document, and acknowledged that he/she signed the foregoing instrument voluntarily for the purposes therein expressed.

Lynell D Vollans

Notary Public

LYNELL D. VOLLANS
Notary Public
Commonwealth of Massachusetts
My Commission Expires
December 28, 2018

My Commission Expires

Town of Nantucket

OFFICE OF THE
TOWN CLERK
16 Broad Street
NANTUCKET, MASSACHUSETTS 02554-3590

Catherine Flanagan Stover, CMC, CMMC
Town Clerk
(508) 228-7217
FAX (508) 325-5313
Home: (508) 228-7841
Email: twnclerk@nantucket.net

April 12 2004

TO WHOM IT MAY CONCERN:

I, Catherine Flanagan Stover, duly elected Clerk of the Town of Nantucket, hereby certify that the April 12, 2004 ANNUAL TOWN MEETING adopted **Article 90: "Real Estate Disposition: Lease Authorization for Recreational Shooting Range"** at the April 15, 2004 adjourned session when "...the adoption of all articles not heretofore acted upon as recommended by the Finance Committee, or as recommended by the Planning Board" was duly motioned and seconded.

VOTE: The vote on the motion pursuant to Article 90 as recommended by the Finance Committee, was by Unanimous Voice Vote. The motion was adopted.

Catherine Flanagan Stover, CMC, CMMC
Town Clerk

COPY

ARTICLE 90

(Real Estate Disposition: Lease Authorization for Recreational Shooting Range Facility)

To see if the Town will vote to authorize the Board of Selectmen of the Town of Nantucket, acting both in their capacity as such and, to the extent necessary, as the Commissioners of the County of Nantucket to negotiate the terms and conditions of and to grant a lease of certain land within the area described as Parcels 4, 5 and 6 and shown on Assessor's Map 78, said land being zoned as LUG-3 for the demarcation, design, layout, construction, maintenance and operation of a recreational facility for use by the permanent and part-time residents of Nantucket and their guests for rifle, pistol and shotgun shooting upon ranges to be designated thereon; said lease to be negotiated with and granted to the Nantucket Hunting Association, Inc. or such other not-for-profit organization principally located on Nantucket and which has been duly incorporated under Chapter 180 of the General Laws, whose members have experience in the conduct or operation of such shooting activities and which subscribes or belongs to such state and national organizations as are normally involved in training and educational activities for adults and juniors in the safe and proper use of firearms and in organized programs for marksmanship and competition; the terms and conditions to be negotiated and granted by the Board of Selectmen shall include all those normally found in a land lease agreement, including but not limited to the length of the lease, payment therefore and such terms related to exclusive use as the Selectmen shall deem reasonable and necessary under the circumstances.

(Steven Holdgate, et al)

FINANCE COMMITTEE MOTION: Moved that the Selectmen are hereby authorized to grant a lease of the property of certain land within the area described as Parcel 5 and shown on Assessor's Map 78 for the purpose of for the demarcation, design, layout, construction, maintenance and operation of a recreational facility for use by the permanent and part-time residents of Nantucket and their guests for rifle, pistol and shotgun shooting upon ranges to be designated thereon; said lease should be negotiated with and granted to the Nantucket Hunting Association, Inc. or such other not-for-profit organization principally located on Nantucket and which has been duly incorporated under Chapter 180 of the General Laws, whose members have experience in the conduct or operation of such shooting activities and which subscribes or belongs to such state and national organizations as are normally involved in training and educational activities for adults and juniors in the safe and proper use of firearms and in organized programs for marksmanship and competition; the terms and conditions to be negotiated and granted by the Board of Selectmen shall include such terms related to exclusive use as the Selectmen shall deem reasonable and necessary under the circumstances.

COPY

NIGHT THREE – WEDNESDAY, APRIL 14, 2004

Meeting called to order at 7:09 PM at Nantucket High School, 10 Surfside Road; Nantucket, MA. There were 537 registered voters present. Article 90 was taken out of order at the discretion of the Moderator with the consent of Town Meeting.

Article 90: Real Estate Disposition: Lease Authorization for Recreational Shooting Facility/Holdgate (Called) ADOPTED by handcount vote: YES – 356, NO – 119. 2/3 = 314.

Article 38: Zoning: Major Commercial Developments/Loftin (Called) NOT ADOPTED by voice vote (2/3 needed).

Article 39: Zoning: Studio Definition/Vollans (Called) NOT ADOPTED by handcount vote (2/3 needed).

Article 41: Zoning: Permitted Uses (Called) REFERRED to Planning Board by unanimous voice vote.

Article 42: Zoning: Public Wellhead Recharge District/Collier (Called) ADOPTED AS AMENDED by declared 2/3 majority voice vote.

Article 43: Zoning: Prohibited Uses/Removal of Native Vegetation/Collier (Called) NOT ADOPTED by majority voice vote.

Article 50 General Bylaw: Revocation of Permit (Called) ADOPTED AS AMENDED by majority voice vote.

Article 54: General Bylaw: Motorized Passenger Devices (Called) ADOPTED AS AMENDED by majority voice vote.

Article 55: General Bylaw: Signs, Satellite Dishes and Rooflines (Called) ADOPTED by declared 2/3 majority voice vote.

At 10:21pm, the 2004 Annual Town Meeting recessed until 7:00pm, Thursday April 15, 2004.

****

COPY

Town of Nantucket

OFFICE OF THE
TOWN & COUNTY
CLERK
16 Broad Street
NANTUCKET, MASSACHUSETTS 02554-3590

Catherine Flanagan Stover, MMC, CMMC
Town & County Clerk

(508) 228-7216
FAX (508) 325-5313
Home: (508) 228-7841
Email: cstover@nantucket-ma.gov
townclerk@nantucket-ma.gov

WEBSITE: http://www.nantucket-ma.gov

May 6, 2010

TO WHOM IT MAY CONCERN:

I, Catherine Flanagan Stover, duly elected Clerk of the Town and County of Nantucket, hereby certify that the April 5, 2010 ANNUAL TOWN MEETING adopted **Article 92: "Real Estate Conveyance: North Pasture/Holdgate"** at the April 7, 2010 adjourned session.

VOTE: The vote on the motion pursuant to Article 92 as moved by the Finance Committee, was by Unanimous Voice Vote. The motion was adopted.

TECHNICAL CORRECTION VIA THE MODERATOR:

VOTE: The vote on the motion pursuant to Article XX as recommended by the Planning Board / as recommended by the Finance Committee with a Technical Correction brought forward through the Moderator, was by Unanimous Voice Vote. The motion was adopted.

AMENDMENT FROM THE FLOOR: Adjust Finance Committee motion:
will consist of ~~a minimum of~~ up to and including 18 acres

VOTE: A voice vote was taken on motion to amend Article 92. It was adopted.

VOTE: The vote on the motion pursuant to Article 92, as moved by the Finance Committee, and as amended by Michael Kopko, was by 2/3 Majority Handcount vote: YES – 167; NO - 19. (Yes = 90%) The motion was adopted.

Catherine Flanagan Stover, MMC, CMMC
Town and County Clerk

ARTICLE 92

(Real Estate Conveyance: North Pasture)

To see if the Town will vote to authorize the Board of Selectmen to sell, convey, grant or otherwise dispose of a conservation restriction and easement over a portion located at the westerly portion of a certain parcel of land shown on Nantucket Tax Assessor's Map 78, Parcel 5, located east of the Airport, for the Nantucket Hunting Association's mitigation as required by the Massachusetts Natural Heritage and Endangered Species Program. Said easement area will consist of a minimum of 18 acres within a 27 acre lease area. All as shown as Lot 3 on a map by Blackwell & Associates Inc dated Sept. 3 2009 with Planning Board file number 7243 and filed herewith at the Office of the Town Clerk; or, to take any other action related thereto.

(Steven Holdgate, et al)

FINANCE COMMITTEE MOTION: Moved that the Board of Selectmen is authorized to sell, convey, grant or otherwise dispose of a conservation restriction and easement over a portion located at the westerly portion of a certain parcel of land shown on Nantucket Tax Assessor's Map 78, Parcel 5, located east of the Airport, for mitigation as required by the Massachusetts Natural Heritage and Endangered Species Program. Said easement area will consist of a minimum of 18 acres within a 27 acre lease area, all as shown as Lot 3 on a map by Blackwell & Associates, Inc. dated Sept. 3, 2009 with Planning Board file number 7243.

BOARD OF SELECTMEN COMMENT: The Board of Selectmen supports the Finance Committee Motion.

From:	Robert Hall
To:	Dawn Hill Holdgate; Matt Fee; Jason M. Bridges; Melissa B. Murphy; Kristie Ferrantella; Town Manager
Subject:	Renew the Shooting Park Lease.
Date:	Monday, March 8, 2021 12:05:36 PM

Select Board Members:
(Note: I sent this yesterday and every email bounced back, some twice. So I am resending it.)

I urge you to renew the lease to the shooting park. Nantucket needs a safe and proper shooting range for many reasons.

It will include space for target archery, my special interest. I am a certified USA Archery instructor. For the past three years I have taught archery to both boy scouts and some girl scouts at Camp Richard. We need more facilities to teach other community members. There is a strong demand from both adults and kids which cannot be met at the Camp Richard.

I have followed with sadness the long draw-out legal process created by a few people who object to this range, or any range, on Nantucket. Although it is their right to do so, it has negative consequences for responsible adults and young people on this island. Target shooting has a long history on this island. At one time there was a competitive rifle team at Nantucket High School (in the 1950s and earlier.) Hunting has been a part of Nantucket life for generations upon generations.

Because firearms are ubiquitous in our society, it behooves a responsible community to provide a safe environment were persons of all ages can learn to handle those firearms safely, if they wish to do so. There are far too many tragedies when an inexperienced person finds, steals, or purchases a firearm. It is that ignorance that creates the problem.

Nantucket needs a safe shooting range. It is long, long overdue.

Bob Hall
Nantucket, MA 02554
ackrrh@comcast.net

This email was scanned by Bitdefender

From:	Libby Gibson
To:	Dawn Hill Holdgate; Jason M. Bridges; Kristie Ferrantella; Matt Fee; Melissa B. Murphy
Cc:	Gregg Tivnan; Ken Beaugrand; Erika Mooney
Subject:	FW: Nantucket Hunting Association - Property Lease Renewal
Date:	Wednesday, March 10, 2021 8:00:03 PM
Attachments:	ACK Hunting Association re Lease Renewal_20210309.tif

---

C. Elizabeth Gibson
Town Manager
Town of Nantucket
(508) 228-7255

From: T J Giletti <giletttj@aol.com>

Sent: Tuesday, March 09, 2021 10:19 PM

To: Dawn Hill Holdgate <dhillholdgate@nantucket-ma.gov>; Libby Gibson <LGibson@nantucket-ma.gov>

Subject: Nantucket Hunting Association - Property Lease Renewal

Dear Ms. Holdgate and Ms. Gibson,
Please refer my attached letter in support renewal of the Nantucket Hunting Association Property Lease Renewal.
I am urging you please support renewal this property lease for the Nantucket Hunting Association.

May I ask if you would please ensure this is circulated to all Select Board Members.

Thank you very much.

Sincerely yours,
Ted Giletti

This email was scanned by Bitdefender

77 Main Street
Nantucket 02554 Massachusetts

09 March 2021

Nantucket Town Select Board

Attn: Ms. Dawn Hill Holdgate, Chairman

Ms. Libby Gibson, Town Manager

>>> **Please kindly circulate to the full Select Board**

Re: Renewal of Shooting Park Property

I understand the Land Lease with the Town of Nantucket for the Shooting Park property is due for renewal in April. I also understand the Town Select Board will be discussing the renewal during a March Select Board Meeting. I am writing to you to lodge my complete support for the renewal of this property to the Nantucket Hunting Association.

We need a safe, clean, and organized shooting facility on Nantucket. Sportsmen and others from the Community who might be interested in developing understanding and skills of firearms, would otherwise be disadvantaged. They would have to travel off-Island at considerable cost in time and money. Many would likely not be able to do so.

I am sure there is opposition from some quarters to this project. However, the Town needs to act in an enlightened manner and approve this renewal. As you know, the Nantucket Hunting Association has been working since 2003 to obtain all necessary approvals and consents - - reflecting great sacrifice and costs to the Association Members. By the way, I understand that the Hunting Association has continued to pay a monthly land lease fee to the Town for almost 18 years (2003-2021) for land they have been unable to use until the required permits would be granted.

The Nantucket Hunting Association initially approached the Town with an idea to create a formal, properly run shooting range. The concept as told to me was to use land which had been informally used for decades for this purpose.

Since the initial efforts, the Nantucket Hunting Association has received majority votes from Town Voters on numerous occasions. They have carried out necessary plant, insect, and endangered species studies. They have prepared and submitted requisite site plans and

management studies. Throughout this protracted process over almost 18 years, the Nantucket Hunting Association (and I might add the Community of interested parties) have been deprived the use of any practice shooting facility. The Association Members have incurred substantial expenses as well to pursue this effort.

I do not intend to reiterate the history of the Nantucket Hunting Association efforts with the Town. Throughout this time however, the Association has always acted in good faith, knowing that the shooting facility would be set up and operated in accordance with best practices and the laws governing use of firearms. I am surprised the Hunting Association has had such fortitude to carry on their efforts. As a Nantucket Resident, I am likewise surprised the Town has not been able to facilitate a more timely conclusion to this matter.

I urge the Select Board to please focus on the facts and consider the needs of all Nantucket residents when deciding to renew the land lease for the Nantucket Shooting Park. The ownership and use of firearms is enshrined in our Constitution. We need a place on Nantucket where citizens can shoot.

Thank you for your consideration their request.

Yours truly,

Theodore J. Giletti

From:	Libby Gibson
To:	Town Manager
Cc:	Erika Mooney
Subject:	FW: SHOOTING RANGE LAND LEASE
Date:	Friday, March 12, 2021 11:52:25 AM

Are these going to each SB? Or?

C. Elizabeth Gibson
Town Manager
Town of Nantucket
(508) 228-7255

From: Ralph Hardy <fishingdays38@comcast.net>
Sent: Friday, March 12, 2021 9:31 AM
To: Libby Gibson <LGibson@nantucket-ma.gov>
Subject: SHOOTING RANGE LAND LEASE

I AM ASKING FOR YOUR SUPPORT IN RENEWING THE LEASE FOR THE NANTUCKET HUNTING ASSOCIATION ON THE LAND THEY WANT TO OPEN A SHOOTING RANGE ON.
RALPH L. HARDY'
4 SOMERSET ROAD
NANTUCKET, MA. 02554

This email was scanned by Bitdefender

From:	Libby Gibson
To:	Erika Mooney
Subject:	FW: Nantucket Hunting Association
Date:	Tuesday, March 16, 2021 8:11:38 AM

C. Elizabeth Gibson
Town Manager
Town of Nantucket
(508) 228-7255

From: Anne Dyer <adyerrscj@gmail.com>

Sent: Monday, March 15, 2021 8:48 PM

To: Dawn Hill Holdgate <dhillholdgate@nantucket-ma.gov>; Jason M. Bridges <jmbridges@nantucket-ma.gov>; Matt Fee <mfee@nantucket-ma.gov>; Kristie Ferrantella <kferrantella@nantucket-ma.gov>; Melissa B. Murphy <mbmurphy@nantucket-ma.gov>; Libby Gibson <LGibson@nantucket-ma.gov>

Subject: Nantucket Hunting Association

Dear Select Board Member,

After studying and reviewing the pros and cons of a town shooting range, I would like to whole-hearted support the endeavor. As one who remembers the days of boys shooting rats at the dump for fun, and also as one who supports strict gun control laws, I would like to add my voice in support of having a controlled area for legal target practice. I think it is wrong that the Nantucket Hunting Association has paid rent for 17 years on land that they have not been able to use.

Thank you for reading this.

Sincerely,

Bee Gonnella

Anne Dyer

This email was scanned by Bitdefender

CAMP RICHARD

P.O. Box 3002
Nantucket, MA 02584

RECEIVED
MAR 18 2021
NANTUCKET TOWN ADMINISTRATION

Select Board

25 Federal St

Nantucket, MA 02554

15 March 2021

Members of the Select Board,

The Camp Richard Campers Assn Inc, strongly supports the renewal of the Nantucket Hunting Assn's lease. Nantucket needs a safe location to shoot fire arms. The education of Cub Scouts and Boy Scouts in the safe use of firearms is a long-practiced tradition in the history of scouting. We strongly support the Nantucket Hunting Assn's endeavor to build a professional and safe fire arms range for all of Nantucket's citizens.

Yours in Scouting:

Charles Lenhart President

Robert Graves II, Ralph Hardy, George Rezendes, David Murray Jr., Bert Johnson, Homer Ray, William Humphries, Jeff Fox, Charles Bartlett, and Michael Wilson.

L. Gibson✓ E. Mooney✓

Erika Mooney

From: Kevin Gould <johanack@comcast.net>
Sent: Tuesday, March 23, 2021 7:28 PM
To: Erika Mooney
Subject: FW: NHA Lease

Hi Erica,
Happy Spring! Just wanted to touch base as we have sent
An email to members of the selectboard in favor of renewing the lease of the hunting assoc. Here is the copy.
Any questions please feel free to give me a call. (508-367-3909) Thanks and best regards, Carolyn Visco-Gould and Kevin M. Gould

Sent from Mail for Windows 10

From:
Sent: Tuesday, March 23, 2021 6:42 PM
To: Melissa Murphy; Libby Gibson
Subject: FW: NHA Lease

Sent from Mail for Windows 10

From:
Sent: Tuesday, March 23, 2021 6:38 PM
To: Melissa Murphy; Libby Gibson
Subject: FW: NHA Lease

Sent from Mail for Windows 10

From:
Sent: Tuesday, March 23, 2021 5:58 PM
To: Dawn Hill; Jason Bridges; Matt Fee; Kristie Ferrantella; Melissa Murphy; Libby Gibson
Subject: NHA Lease

3/23/21

Dear Members Of The Nantucket Selectboard,

We are writing to you in support of renewing the Nantucket Hunting Association's lease at your upcoming meeting.

The Nantucket Hunting Association Range is long overdue. It's members along with many residents, on and off island, have worked tirelessly to get this range built.

With many changes on our island, it should be essential for all to have a safe and controlled enviorment to gather and keep a Nantucket tradition alive.

On the third floor of the American Legion there was an active shooting range in the 40's. Many local's such as Irene and Stanley Smith were active sharpshooters and were proud to be among the top of their game.

As a child my Dad, Don Visco, would take me up the road to shoot clay pigeons on Parker Gray's property on Fairgrounds Road. It is a time that I will always cherish.

There was a hunt club with horses off of Bartlett Road years ago. Although it was not a shooting range it was a hunt club for those to enjoy.

The range would allow all those interested a gathering place without having the expense and logistics of traveling off island to a range.

We ask that you renew the lease and move forward on helping the NHA achieve their goal of getting the range built so those can enjoy.

Best Regards,

Carolyn-Visco Gould and Kevin M. Gould

Sent from Mail for Windows 10

This email was scanned by Bitdefender

We the undersigned support the Nantucket Hunting Association efforts to renew the lease for the Nantucket Shooting Park.

The Nantucket Shooting Park will provide a legal and secure place to practice and maintain our firearms, self-protection, and safety skills.

Name	Address
1. Philip Marks III	9 MIZZENMAST RD
2. Kim Marks	9 mizzenmast Rd
3. MARK WILLIAMS	99 Hummock Pond Pl
4. Charles Jared Strang	6 TRIPP Dr.
5. Patrick Marks	8 Hull Lane
6.	
7.	
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RECEIVED
APR - 6 2021
NANTUCKET TOWN ADMINISTRATION

We the undersigned support the Nantucket Hunting Association efforts to renew the lease for the Nantucket Shooting Park.

The Nantucket Shooting Park will provide a legal and secure place to practice and maintain our firearms, self-protection, and safety skills.

Name	Address
1. Dominic Bell	P.O. Box 3323 Nantucket, MA 02584
2. David Bell	31 Tasham Lane
3. Pamela Bell	31 Tashama Lane
4. Christopher Bell	31 Tashama Lane
5. Larry Manchester	11 Hussey farm Rd. Nantucket
6. Christian Theall	12 Delaney Rd
7. Christopher Welch	8 Goldstar Drive Nantucket
8. Matthew Aguiar	12 Surfside Drive Nantucket MA.
9. Ronald Conway	55 Sorenset Rd Nantucket MA
10. TAMMY CONWAY	55 Sorenset Rd Nantucket MA
11. Ryan Conway	21 Ticcoma Way
12. Jeremy Eldridge	16 West Sankaty Rd, Siasconset, MA
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We the undersigned support the Nantucket Hunting Association efforts to renew the lease for the Nantucket Shooting Park.

The Nantucket Shooting Park will provide a legal and secure place to practice and maintain our firearms, self-protection, and safety skills.

Name	Address
1. PAT NOLAN	49 CATO LANE
2. DORRE Nolan	49 Cato Lane
3. DAVID LAFLEUR	104 SURFSIDE RD
4. Ken OTIS	22 Mary Alyn Dr
5. Chris Holdgate	104 Somerset Rd
6. Jesse GIRARD	9 MIDLAND AVENUE
7. Allyson Bold	42 Essex Road
8. ~~DAVID~~ Bold	42 ~~Essex~~ Road
9. Radcliffe Samuels	31 old south road
10. Anne Shure	8 Derry Lane
11. Margaret Malone	43R South Shore Rd.
12. Teresa M. Ray	49 Fairgrounds Rd
13. Peggy Kaufman	37 Madaket Rd
14. Larry LeClair	347 Madaket Rd.
15. Laurinda LeClair	87 Hummock Pond Rd
16. James Bernier	90 W CHESTNUT -
17.	65 POCPS - REBECCA Ave
18. ROBERT HAAG	
19,	

RECEIVED
APR - 6 2021
NANTUCKET TOWN ADMINISTRATION

We the undersigned support the Nantucket Hunting Association efforts to renew the lease for the Nantucket Shooting Park.

The Nantucket Shooting Park will provide a legal and secure place to practice and maintain our firearms, self-protection, and safety skills.

Name	Address
1.	20 Amelia Dr Nantucket
2.	741 Somerset Rd Nantucket
3.	132 old South Rd Nant.
4. Michael Minier	15 Amelia Drive, NANTucket.
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RECEIVED
APR - 6 2021
NANTUCKET TOWN ADMINISTRATION

From: Libby Gibson
To: Erika Mooney
Subject: FW: In favor of the Shooting Park lease renewal
Date: Tuesday, April 6, 2021 12:04:00 PM
Importance: High

C. Elizabeth Gibson
Town Manager
Town of Nantucket
(508) 228-7255

-----Original Message-----
From: Paul Noble Jr <paul.noble@comcast.net>
Sent: Tuesday, April 06, 2021 10:15 AM
To: Dawn Hill Holdgate <dhillholdgate@nantucket-ma.gov>; Jason M. Bridges <jmbridges@nantucket-ma.gov>; Matt Fee <mfee@nantucket-ma.gov>; Kristie Ferrantella <kferrantella@nantucket-ma.gov>; Melissa B. Murphy <mbmurphy@nantucket-ma.gov>
Cc: Libby Gibson <LGibson@nantucket-ma.gov>; Judith Wodynski <ijwodynski@gmail.com>
Subject: Re: In favor of the Shooting Park lease renewal
Importance: High

Dear Select Board Members,
So it will be hopefully more fresh in your mind, I am reiterating my email of March 5th to reinforce my support for the renewal of the subject lease.
Thank you for your kind attention.
Best regards,
Paul Noble

On Mar 5, 2021, at 5:10 PM, Paul Noble Jr <paul.noble@comcast.net> wrote:

Dear Select Board members,

My name is Paul Noble and I live at 42 Weweeder Avenue. I am a gun owner with a license to carry, occasional hunter, and avid target shooting enthusiast. Since I've moved here full time, having been here part time for over 20 years, I've had nowhere to legally practice my shooting skills. I joined the Nantucket Hunting Association specifically to do what ever I could in the effort to bring a safe, legal, firearms practice area to the island so that I could enjoy my hobby without having to travel off-island.
For over 17 years the process of creating such a facility has been underway with objections raised and settled time after time, and soon the lease will need to be renewed to allow this process to proceed.
Please accept this as my request that you vote in favor of renewing the land lease for the shooting park in order to allow this long term effort to come to fruition, and provide residents and police officers with a local, legal, and safe location for responsible use of firearms.

Sincerely,

Paul Noble
42 Weweeder Avenue
Nantucket, MA 02554

Nantucket Land Council
Six Ash Lane
Post Office Box 502
Nantucket, Massachusetts 02554

508 228-2818
Fax 508 228-6456
nlc@nantucketlandcouncil.org
www.nantucketlandcouncil.org

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Neil Marttila
Treasurer
Susan E. Robinson
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Matt Anderson
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Christine Donelan
Josh Eldridge
Thomas V. Farrell
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Nancy Gillespie
Nathanael Greene
Charles A. Kilvert III
Laurel Ried Langworthy
Lucy Leske
Keltie Donelan McDonald
Peter McCausland
Carl H. Sjolund
H. Brooks Smith
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Executive Director
RJ Turcotte
Nantucket Waterkeeper
Meg McNeely Browers
Development Director
Peter Fenn
Legal Counsel

April 6, 2021

Ms. Dawn Hill Holdgate, Chair
Nantucket Select Board
16 Broad Street
Nantucket, MA 02554

Re: NHA Shooting Park Lease Renewal

Dear Chair Holdgate and Nantucket Select Board,

The Nantucket Land Council (NLC) is a non-profit organization with a mission to help protect and preserve the island's natural resources. We are aware that the ten year lease of the Town's 1 Shadbush Road property, granted to the Nantucket Hunting Association, is due to expire and that a renewal of the lease has been requested. The NLC participated in the original permitting process for the development of the shooting facility, primarily focused on impacts to rare and endangered species habitat and potential impacts to groundwater.

We understand that the Massachusetts Endangered Species Act Office previously issued a Certificate to the NHA for the proposed project, and that they will be applying for a Conservation Management Permit with the Natural Heritage Endangered Species Program to address habitat impacts.

Given the additional time that has passed since the original permit and lease were issued, the NLC asked a consultant to review all Best Management Practices (BMPs) for lead shot mitigation and monitoring that were proposed through the permitting process and original lease. We would like to provide the Select Board with the results of their review which include recommendations for some additional measures that can be put in place to further address impacts from the use of lead shot.

The potential for any soil and/or groundwater contamination would be eliminated through a requirement of non-toxic shot only across the site, or through reconsideration of at least a partial indoor facility. However, should the Town enter into a new lease for the shooting park as proposed, we ask the Select Board to consider including the additional recommendations provided in the attached *Third Party Review of Nantucket Shooting Park,* dated April 6, 2021 by Bryan Massa, LSP and Senior Scientist for Horsley Witten Group.

Thank you for your time and consideration.

Sincerely,



Emily Molden
Executive Director

Enclosure

CC: Libby Gibson, Town Manager
Steven Holdgate, Nantucket Hunting Association

Horsley Witten Group
Sustainable Environmental Solutions
90 Route 6A • Unit 1 • Sandwich, MA 02563
508-833-6600 • horsleywitten.com

April 6, 2021

VIA EMAIL

Ms. Emily Molden
Executive Director
Nantucket Land Council, Inc.
6 Ash Lane
Nantucket, MA 02554

Re: Third Party Review of Nantucket Shooting Park

Dear Ms. Molden:

The Horsley Witten Group Inc. (HW) is pleased to provide the results of our review of the Nantucket shooting range and a summary of general shooting range best management practices (BMPs). We understand that the shooting range is being proposed on approximately 27 acres of land owned by the Town of Nantucket (the "Site"). The purpose of our review for the Nantucket Land Council (NLC) was to evaluate the BMPs proposed by the applicant to address lead contamination concerns and to identify any opportunities to improve lead management based on standard industry practice. In general, the BMPs provided are good, but there are a few areas that could be improved including providing details on solid waste management (metal shot and plastic casings) in the clay target area and record keeping/documentation of range cleanups. Details of the peer review and general shooting range BMPs are set forth below. Attached are copies of industry reports reviewed as part of this evaluation.

Plan Review

HW reviewed the following documents provided by the Nantucket Land Council (NLC) with a focus on the proposed shooting range BMPs for lead shot management:

- Nantucket Shooting Park Environmental Stewardship Plan Summary, Nantucket Hunting Association, Inc., dated November 7, 2012 (the "Environmental Steward Plan");
- Major Commercial Development Special Permit Decision, Nantucket Hunting Association, Inc., dated January 29, 2012 (the "Special Permit Decision");
- Site Plan to Accompany Proposed Lease, Blackwell and Associates, Inc., dated May 21, 2007 (the "Site Plan"); and
- Amended and Restated Ground Lease Agreement, Town of Nantucket, April 13, 2011 (the "Ground Lease").

BMPs are based on industry standards and guidance from the USEPA and others to reduce lead migration and exposure to humans and other sensitive environmental receptors. The proposed BMPs at the site are summarized in Table 1.

Table 1. Summary of BMPs being proposed at the Nantucket Shooting Park

Document Name	Proposed BMPs to Reduce Lead Exposure and Migration
Environmental Steward Plan	Keep lead in a metallic form by minimizing prolonged exposure to moisture and acidic soil or water. The pH levels in soil will be maintained from 6 to 9 and the roof overhang at the sand trap will minimize water contact. Maintaining lead in a metallic form helps to minimize the migration potential.
	An impervious liner will be placed below the sand trap to prevent direct discharge of untreated stormwater to the subsurface. The stormwater will be redirected to a runoff trench filled with limestone to manage the pH of the water to maintain the lead in a metallic form.
	Only non-toxic shot will be used on the trap range and lead shot will only be used at the pistol and rifle range to minimize the dispersion of lead. As indicated above, efforts will be made to maintain lead in its metallic form to reduce migration.
	The rifle and pistol range have been designed to reduce stormwater and wind erosion so that lead particle disbursement is minimized.
	A lead removal consultant will be engaged to determine when lead shot reclamation on a large scale should occur. Frequent surface sifting and raking will be completed by range volunteers to remove lead near the surface at the pistol and rifle range.
	The shooting areas have been situated so that noise is not focused on residences. A noise study was conducted that included monitoring at four residences by an acoustical engineer. The study was conducted during live fire and measurements were collected at the residence. None of the measurements reportedly exceeded the Nantucket noise bylaw.
Special Permit Decision	A lead removal consultant will be required to inspect the site every two years.
	Groundwater shall be monitored at least once per year for lead.
	All BMPs documented in the Environmental Steward Plan shall be followed.
Site Plan	The Site plan depicts the general layout of the proposed shooting park including a 250-yard clay target safety zone but does not include any BMPs or other design details.
Ground Lease	Rifle and Pistol Range: 20-foot-high backstop with side berms constructed of dirt and grass and lined at the bottom to stop lead migration. Range will be constructed to the National Rifle Association (NRA) design criteria. Accumulated lead bullets will be removed periodically.
	Clay Target Range: The shot size allowed in this area will be limited to size 7.5 with an effective range of 250-yards. The shot will be non-toxic, and the clay targets will be bio-degradable. The range will be constructed according to the NRA Range Manual and National Sporting Clays Association specifications. A copy of the study was not provided for review. Design details were not provided for review.

Good Practices for Shooting Ranges

HW reviewed the following reports to document standard industry BMPs recommended to reduce lead exposure and migration for shooting ranges:

- *Reducing Exposure to Lead and Noise at Outdoor Firing Ranges*, prepared by the National Institute for Occupational Safety and Health, dated November 2012.
- *Environmental Management at Operating Outdoor Small Arms Firing Ranges,* prepared by the Interstate Technology and Regulatory Council, and dated February 2005.
- *Best Management Practices for Lead at Outdoor Shooting Ranges*, prepared by the United States Environmental Protection Agency, and dated June 2005.
- *Managing Lead Shot at Your Range,* prepared by the Massachusetts Department of Environmental Protection, dated August 01, 2002.
- *Environmental Aspects of Construction and Management of Outdoor Shooting Ranges*, prepared by the National Shooting Sports Foundation, dated 1997.

In general, BMPs for shooting ranges are designed to control and contain lead, prevent lead migration, facilitate lead removal/recycling and document these activities. Table 2 summarizes typical BMPs and other considerations to minimize lead exposure and migration at shooting ranges.

Table 2. Standard Practices for Shooting Ranges

BMP Type	BMPs and Other Considerations	Comparison with Existing Plan
Control and Contain Lead	• Design firing ranges to facilitate lead shot containment. Take into consideration topography and drainage patterns. Concentrate the lead shot in a single direction to allow for easy removal. • When sand traps are used for lead shot containment, they should be 15 to 20 feet high with a steep slope. The uppermost layer should be free of rocks and debris to reduce ricochet. • An impermeable layer such as clay or geomembrane liner should be placed below the sand trap to prevent lead migration.	The BMPs proposed by the Applicant incorporate these standards practices. Design plans should be reviewed to verify that the proposed BMPs are implemented.
Prevent Lead Migration	• Monitor and adjust soil pH (i.e., lime spreading, pH 6.5-8.5, checked annually) to reduce lead mobilization in lead shot areas. • Control stormwater run-off with engineering controls to prevent lead migration. Stormwater controls can include filter beds, containment traps and detention ponds, dams and dikes or surface contouring. • Control soil erosion and runoff by minimizing stormwater velocity. Practices include vegetive ground cover, mulches and composts and surface covers for range areas.	The BMPs proposed by the Applicant incorporate these standards practices. Design plans should be reviewed to verify that the proposed BMPs are implemented. The Applicant should maintain pH between 6.5 and 8.5.

BMP Type	BMPs and Other Considerations	Comparison with Existing Plan
Lead Removal and Recycling	• Hand rake and sift surface areas often with a garden rake and then sift with a 3/16 screen to remove large particles and then a 5/100 screen to capture lead and lead fragment. Store lead in an appropriate container for future recycling. • Conduct comprehensive lead removal every 1-to-5-years (based on use and determined by lead shot consultant). The removal typically includes screening, vacuuming, and/or soil washing. • Considerations to comprehensive lead removal include brush and grass removal, replanting needs and dust suppression needs. • To ensure that lead is not considered "discarded" or "abandoned", consistent with RCRA (*i.e.,* a hazardous waste) periodic lead removal should be conducted. • Lead removal is cost effective when 20 pounds of lead per square foot of backstop or 100,000 rounds are fired per firing lane. • Discarded metal shot, plastic shell casings, etc. are considered solid waste and should be managed as such.	No details on the management of solid wastes were included in the files reviewed. The remaining BMPs proposed by the Applicant incorporate these standards practices, however additional details should be provided on how periodic lead removal and comprehensive lead removal will be completed.
Documentation/ Record Keeping	• Document number of rounds fired to help determine comprehensive lead removal time frame. NRA recommends range cleanup every 1 to 5 years, even with minimal use. • Document BMPs used and the effectiveness. • Document date of periodic lead removal, comprehensive lead removal, other BMP maintenance and retain records for the entire life of the range plus ten years.	No details on documentation/record keeping were provided.

CONCLUSION

HW offers the following recommendations for consideration by the NLC and the Town of Nantucket for the proposed shooting range:

1. The soil pH should be maintained between 6.5 and 8.5 as recommended by the EPA. At a minimum, the pH should be checked annually and adjusted, as necessary.
2. Additional details on how lead shot will be collected and managed should be provided to the Town of Nantucket.
3. The noise study be reviewed to verify that the range design is consistent with the recommendations of the study.
4. The report from the lead consultant be provided to the Town of Nantucket every two years and that groundwater analytical data be collected yearly and provided to the Town of Nantucket.

5. A solid waste management plan detailing how metal shot and other debris at the shooting range will be managed should be provided to the Town of Nantucket.
6. The location of the proposed groundwater monitoring wells should be provided and approved prior to installation. At a minimum, the well(s) should be installed hydraulically downgradient of the sand trap area. The initial sampling event should include both total and dissolved lead and be conducted prior to occupancy. Based on the initial groundwater testing results, future annual lead testing may only require total lead. The lead in groundwater concentration should be compared to the Massachusetts Contingency Plan (MCP) Method 1 GW-1 and GW-3 standard for lead. It should be noted that the MCP is periodically updated, and that the most recent version should be used (currently April 25, 2014).
7. The design plans stamped by a professional engineer that incorporate the proposed BMPs, topography, specifications, etc. should be provided for review. Groundwater flow direction should also be included on the plans.
8. A record keeping/documentation plan should be implemented, the details of which should be included in the lead consultant report provided to the Town of Nantucket.

Sincerely,

HORSLEY WITTEN GROUP, INC.



Bryan Massa, LSP
Senior Scientist
Enclosure

DRAFT AS OF 04/07/21 - 10AM EDM

COMMONWEALTH OF MASSACHUSETTS
TOWN OF NANTUCKET
2021 ANNUAL TOWN MEETING



Saturday, June 5, 2021 - 9:00 AM
Nantucket Public Schools
BACKUS PLAYING FIELD
Saturday, June 5, 2021 - 9:00 AM
RAIN DATE: Sunday, June 6, 2021 - 9:00 AM

Town of Nantucket
16 Broad Street
Nantucket, MA 02554
(508) 228-7255
www.nantucket-ma.gov

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Matthew G. Fee
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Melissa K. Murphy

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IF YOU NEED A LARGE PRINT VERSION OF THIS DOCUMENT, PLEASE CONTACT THE TOWN MANAGER'S OFFICE AT (508) 228-7255

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2021 ANNUAL TOWN MEETING
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NOTES:

1. *PETITION ARTICLES HAVE BEEN PRINTED AS SUBMITTED BY THE PETITIONERS AND MAY CONTAIN TYPOGRAPHICAL AND OTHER ERRORS.*

2. *UNLESS OTHERWISE NOTED UNDER THE FINANCE COMMITTEE MOTION, ALL VOTES NEEDED FOR PASSAGE OF ARTICLES IS A SIMPLE MAJORITY.*

SENSE OF THE MEETING REQUEST
REGARDING SMALL MESH FISHING GEAR CLOSURE

In the continuing efforts to be excellent stewards of the waters and fisheries around Nantucket Island the citizens of Nantucket are requesting improved management of our waters for present and future generations. Protection of spawning squid and squid mops, river herring, and sea herring are critical components to managing these resources. To that end Nantucket is requesting equivalent protection to the other 90% of Massachusetts coastal communities as shown on the attached map. This map shows 70 coastal communities in Massachusetts, 63 of which have a great level of habitat and fisheries protection. Nantucket has not been afforded such protection to date. The citizens of Nantucket are all taxpayers in the Commonwealth of Massachusetts like the other coastal communities on the attached map and should be afforded the same protection as the majority of the Commonwealth's coastal communities.

The citizens of Nantucket are requesting a mobile gear closure (bottom and midwater draggers and hydraulic and regular clam dredges) with no waivers, letters of authorization or other means of waving the closure. This area would extend out to 3 miles from the Nantucket archipelago including Nantucket, Tuckernuck and Muskeget from May 1 thru October 31.

(Select Board)

ARTICLE 1
(Receipt of Reports)

To receive the reports of various departments and committees as printed in the Fiscal Year 2020 Annual Town Report or as may come before this meeting; or to take any other action related thereto.

(Select Board)

FINANCE COMMITTEE MOTION: Moved that the reports of various departments and committees as are printed in the Fiscal Year 2020 Annual Town Report or as may come before this meeting be accepted and filed with the permanent records of the Town.

ARTICLE 2
(Appropriation: Unpaid Bills)

To see what sums the Town will vote to appropriate, and also to raise, borrow pursuant to any applicable statute or transfer from available funds for the payment, pursuant to Chapter 44 section 64 of the Massachusetts General Laws, of unpaid bills from previous fiscal years, including any bills now on overdraft; or to take any other action related thereto.

(Select Board)

FINANCE COMMITTEE MOTION: Moved that Twenty-eight Thousand Eight Hundred Thirty-eight Dollars and Eight Cents ($28,838.08) be transferred from Free Cash to pay the General Fund unpaid bills from prior fiscal years; that Five Thousand Two Hundred Twenty-five Dollars and Seventy-eight Cents ($5,225.78) be appropriated from Retained

Earnings of Our Island Home Enterprise Fund to pay Our Island Home Enterprise Fund unpaid bills from prior fiscal years:

DEPARTMENT	*VENDOR*	*AMOUNT*
Fire	Ricoh	$125.64
Fire	Nantucket Cottage Hospital	$627.00
PLUS	Earle&Sullivan	$3,418.75
DPW	Associated Elevator	$199.00
DPW	Ricoh	$227.12
DPW	Nantucket Islands Land Bank	$1,200.00
DPW	Terminix	$145.00
DPW	Superior Industrial	$278.52
DPW	Dobbert Heating	$9,700.00
DPW	Dobbert Heating	$1,249.00
DPW	Dobbert Heating	$3,170.00
DPW	Environmental Partners	$2,101.15
DPW	Environmental Partners	$2,466.07
DPW	Kenneth C Howard	$1,418.45
DPW	Ricoh	$77.98
DPW	Carey Auto Inc.	$416.96
DPW	W.B. Mason	$8.67
Culture and Tourism	Ricoh	$56.02
Finance	WB Mason	$24.00
Finance	WB Mason	$8.67
PLUS	Pesce Engineering & Assoc	$1,336.58
PLUS	Pesce Engineering & Assoc	$474.08
NRD	Ricoh	$109.42
Subtotal General Fund		$ 28,838.08
OIH	Cross Country Staffing	$2,421.25
OIH	e-solutions	$404.53
OIH	Einstein Flaherty	$2,400.00
Subtotal OIH Enterprise Fund		$ 5,225.78

ARTICLE 3
(Appropriation: Prior Year Articles)

To see what sum the Town will vote to appropriate and transfer from available funds previously appropriated pursuant to Articles voted in prior years; or to take any other action related thereto.

(Select Board)

FINANCE COMMITTEE MOTION: Moved that the following appropriations and transfers are made for prior year articles:

DEPARTMENT	*FROM*	*TO*	*AMOUNT*
Department of Public Works (DPW)	Article 10 of the 2016 Annual Town Meeting (Surfside/Bartlett Roads Round-about)	Article 10 of the 2019 Annual Town Meeting (Island-wide Road Repairs)	$98,528.29
DPW	Article 10 of the 2017 Annual Town Meeting (Old South Road/Fairgrounds Roads Rotary)	Article 10 of the 2019 Annual Town Meeting (Island-wide Road Repairs)	$105,989.75
DPW	Article 38 of the 2015 Annual Town Meeting (Archival Vault System)	Article 10 of the 2019 Annual Town Meeting (Island-wide Road Repairs)	$19,400.00
Information Technology	Article 10 of the 2016 Annual Town Meeting (Implement Comprehensive E-Permitting) ($17,423.92) & Article 10 of the 2017 Annual Town Meeting (Update GIS Digital Images) ($4,788.65)	FY 2021 Information Technology, Professional Services Budget	$22,212.57
Information Technology	Article 10 of the 2017 Annual Town Meeting (Update GIS Digital Images)	FY 2021 Information Technology, Professional Services Budget	$7,533.00
Information Technology	Article 10 of the 2017 Annual Town Meeting (Update GIS Digital Images)	FY 2021 Information Technology, Professional Services Budget	$25,000.00
Information Technology	Article 10 of the 2017 Annual Town Meeting (Update GIS Digital Images)	FY 2021 Information Technology, Professional Services Budget	$9,150.00
Information Technology	Article 10 of the 2017 Annual Town Meeting (Update GIS Digital Images)	FY 2021 Information Technology, Professional Services Budget	$6,157.65
Information Technology	Article 10 of the 2017 Annual Town Meeting (Update GIS Digital Images)	FY 2021 Information Technology, Professional Services Budget	$5,500.00
Information Technology	Article 10 of the 2017 Annual Town Meeting (Update GIS Digital Images)	FY 2021 Information Technology, Professional Services Budget	$5,000.00

Subtotal General Fund			**$304,471.26**
Airport	**Article 12 of the 2018 Annual Town Meeting (Temporary Seasonal Passenger Hold Room)**	**Article 20 of the 2019 Annual Town Meeting (Repair Fuel Farm)**	**$130,347.58**
Airport	**Article 20 of the 2019 Annual Town Meeting (Replace Maintenance Vehicle Truck)**	**Article 20 of the 2019 Annual Town Meeting (Repair Fuel Farm)**	**$49,869.20**
Airport	**Article 20 of the 2019 Annual Town Meeting (Buy EcoRestoration Equipment)**	**Article 20 of the 2019 Annual Town Meeting (Repair Fuel Farm)**	**$95,783.68**
Airport	**Article 12 of the 2016 Annual Town Meeting (Professional Services associated with reviewing employee housing options)**	**Article 20 of the 2019 Annual Town Meeting (Repair Fuel Farm)**	**$216,026.00**
Subtotal Airport Enterprise Fund			**$492,026.46**
Our Island Home	**Article12 of the 2014 Annual Town Meeting (Medical Records Software)**	**Article12 of the 2017 Annual Town Meeting (Building Improvements, Maintenance, and Quality Measures)**	**$74,088.00**
Subtotal Our Island Home Enterprise Fund			**$74,088.00**

ARTICLE 4
(Revolving Accounts: Spending Limits for FY 2022)

To see what spending limits the Town will establish for revolving accounts established pursuant to Chapter 44, section 53E½ of the Massachusetts General Laws and Section 19-21 of the Town Code for Fiscal Year 2022; or take any other action related thereto.

(Select Board)

FINANCE COMMITTEE MOTION: Moved that the Town set the spending limits for revolving funds established pursuant to Section 19-21 (Revolving accounts established) of the Town Code as follows:

FUND	*REVENUE SOURCE*	*AUTHORITY TO SPEND*	*USE OF FUND*	*SPENDING LIMIT*

FUND	*REVENUE SOURCE*	*AUTHORITY TO SPEND*	*USE OF FUND*	*SPENDING LIMIT*
Beach Improvement	Beach Permit Sticker sales	Town Manager with approval of Select Board	In accordance with c. 56 § 7A of Town Code, including endangered species monitor program; beach patrols/monitors; beach use education/information	$576,000
Community Recreation Programming	Sports programs fees	Town Manager	Operation and maintenance of town owned recreational facilities, Town-owned athletic fields, courts and parks for recreational, organized sports, sports camps and playing field activities.	$100,000
Tennis Court	Tennis Fees	Town Manager	Operation and maintenance of tennis court facility	$ 1
Conservation Fund	Conservation Commission application fees	Town Manager with approval of Conservation Commission	Consulting services in connection with professional review of applications	$35,000
Septic System Inspections	Septic system application fees	Town Manager with approval of Board of Health	Contractor services in connection with septic system inspections; costs associated septic system inspection related training and portion of salaries for staff in connection with septic system duties and responsibilities, together with the proportionate costs of fringe benefits associated with the salaries so paid	$85,000
Seasonal Food Service Inspections	Food service permit fees	Town Manager with approval of Board of Health	Seasonal food service inspections; costs associated with seasonal food service inspection training and public awareness materials. Salaries for staff in connection with food service inspections.	$78,000
Lifeguard Housing	Rental payments	Town Manager with approval of Select Board	Defrayment of maintenance/upkeep of lifeguard housing facilities	$67,500
Road Repairs	Road opening fees, funds received for Town roadway projects	Town Manager with approval of Select Board	Repairs to Town roads as needed due to road openings	$100,000
Public Works Housing	Rental payments	Town Manager with approval of Select Board	Defrayment of maintenance/upkeep of public works housing facilities	$75,000
Low Beach Housing	Rental payments	Town Manager with approval of Select Board	Defrayment of maintenance/upkeep of Low Beach housing facilities	$67,500
Municipal Aggregation Operational Adder	Operational Adder from the energy aggregation program	Town Manager with approval of Select Board	Rebates for residential solar energy systems and other uses authorized by the Town's Municipal Aggregation Plan	$150,000

FUND	*REVENUE SOURCE*	*AUTHORITY TO SPEND*	*USE OF FUND*	*SPENDING LIMIT*
Airport Aviation Fuel	**Fees and receipts received in connection with sale of aviation fuel**	**Airport Commission**	**Purchase of Aviation Fuel and repairs and maintenance of the Fuel Farm**	**$4,000,000**

ARTICLE 5
(Appropriation: Reserve Fund)

To see what sum the Town will vote to appropriate, and also to raise, borrow pursuant to any applicable statute, or transfer from available funds, for the purposes of establishing a Reserve Fund pursuant to Chapter 40 section 6 of the Massachusetts General Laws, to provide for the extraordinary and unforeseen expenditures which may arise during Fiscal Year 2022; said sum not to exceed five (5) percent of the Fiscal Year 2021 tax levy; or to take any other action related thereto.

(Select Board)

FINANCE COMMITTEE MOTION: Moved that Five Hundred Thousand Dollars ($500,000) be raised and appropriated from the Fiscal Year 2022 tax levy and other general revenues of the Town to establish a Reserve Fund for Fiscal Year 2022 pursuant to Chapter 40, section 6 of the General Laws.

ARTICLE 6
(Fiscal Year 2021 General Fund Budget Transfers)

To see what sums the Town will vote to transfer into various line items of the Fiscal Year 2021 General Fund operating budget from other line items of said budget and from other available funds; or to take any other action related thereto.

(Select Board)

FINANCE COMMITTEE MOTION: Moved that the amounts listed below be transferred between the various Fiscal Year 2021 accounts and expenditures as follows:

FROM	*TO*	*AMOUNT*
Medical Insurance	**Retirement**	**$434,927**
Medical Insurance	**School Department: Salaries**	**$65,000**

ARTICLE 7
(Personnel Compensation Plans for Fiscal Year 2022)

To see if the Town will vote to adopt the following Compensation Plans for Fiscal Year 2022:

Schedule A -- Miscellaneous Compensation Schedule

Abatement Advisory Committee (yearly per member)	$600.00
Americans with Disabilities Act Facilitator (hourly)	15.00
Building, Plumbing, Wiring Inspector, Assistants (hourly)	Up to $75.00

Certified Nurse's Aide/Our Island Home (Per Diem – hourly)	22.00
Dietician/Our Island Home (hourly)	41.00
Dispatcher (Per Diem – hourly)	30.00
Election Warden (hourly)	20.00
Election Worker (hourly)	15.00
Exercise Instructors/Senior Center (hourly)	Up to $40.00
EMT, Call (hourly)	20.00
Fire Captain, Call (yearly)	150.00
Fire Fighter, Call (hourly)	20.00
Fire Lieutenant, Call (yearly)	125.00
Fire Chief, Second Deputy (yearly)	5,000.00
Fire Chief, Third Deputy (yearly)	5,000.00
Licensed Practical Nurse/Our Island Home (Per Diem – hourly)	28.00
Our Island Home Ancillary (Per Diem – hourly)	20.00
Paramedic, Certified (Per Diem – hourly)	30.00
Registered Nurse/Our Island Home (Per Diem – hourly)	38.00
Registrar of Voters (yearly)	600.00
Registrar, Temporary Assistant (hourly)	15.00
Reserve Police Officer (hourly)	30.00
Seasonal Assistant Harbormaster (hourly)	30.00
Seasonal Lifeguard Supervisor (hourly)	30.00
Seasonal Maintenance Supervisor/Public Works (hourly)	21.00
Seasonal Health Inspector	30.00
Temporary Employee	various rates of pay
Veterans' Agent (hourly)	16.00

Schedule B – Seasonal Employee Compensation Schedule
(Spring, Summer, Fall, Winter/Effective ~~April 1, 2020 - April 1, 2021~~ July 1, 2021 - June 30,2022)

Compensation Level	Start	Second Season	Third Season	Fourth Season
A-Hourly*	~~$16.00~~ $17.00	~~$17.00~~ $18.00	~~$18.00~~ $19.00	~~$19.50~~ $20.50
B-Hourly*	~~$17.00~~ $18.00	~~$18.00~~ $19.00	~~$19.00~~ $20.00	~~$20.00~~ $21.00
C-Hourly*	~~$18.00~~ $19.00	~~$19.00~~ $20.00	~~$20.00~~ $21.00	~~$21.00~~ $22.00
D-Hourly*	~~$20.00~~ $21.00	~~$20.50~~ $21.50	~~$21.00~~ $22.00	~~$21.50~~ $22.50

*An employee assigned supervisory responsibilities shall be placed in the next higher category.

A: Information Aide, Seasonal Health Assistant, Shellfish Warden, Seasonal Natural Resources Enforcement Officer

B: Dock Worker, Natural Resources Technician, Seasonal Permit Sales Clerk

C: Seasonal Firefighter/EMT, Community Service Officer, Lifeguard, ~~Seasonal Laborer~~

D: Lead Dock Worker, Seasonal Recreational Coordinator, Seasonal Engineering Intern; Seasonal Waste Reduction Intern, Lead Natural Resources Technician, Seasonal Laborer

*Schedule C -- Compensation Schedule for Elected Officials**

Moderator	$175 per year
Select Member, Chair	$5,000/per year
Select Members	$3,500/per year
Town Clerk	~~$105,722~~ $107,836

**Other than establishing the salary pursuant to MGL c. 41, s. 108, these positions are excluded from the Personnel Bylaw of the Town.*

Or to take any other action related thereto.

(Select Board)

FINANCE COMMITTEE MOTION: Moved that the following schedules be adopted:

Schedule A -- Miscellaneous Compensation Schedule

Abatement Advisory Committee (yearly per member)	$600.00
Americans with Disabilities Act Facilitator (hourly)	15.00
Building, Plumbing, Wiring Inspector, Assistants (hourly)	Up to $75.00
Certified Nurse's Aide/Our Island Home (Per Diem – hourly)	22.00
Dietician/Our Island Home (hourly)	41.00
Dispatcher (Per Diem – hourly)	30.00
Election Warden (hourly)	20.00
Election Worker (hourly)	15.00
Exercise Instructors/Senior Center (hourly)	Up to $40.00
EMT, Call (hourly)	20.00
Fire Captain, Call (yearly)	150.00
Fire Fighter, Call (hourly)	20.00
Fire Lieutenant, Call (yearly)	125.00
Fire Chief, Second Deputy (yearly)	5,000.00
Fire Chief, Third Deputy (yearly)	5,000.00
Licensed Practical Nurse/Our Island Home (Per Diem – hourly)	28.00
Our Island Home Ancillary (Per Diem – hourly)	20.00
Paramedic, Certified (Per Diem – hourly)	30.00
Registered Nurse/Our Island Home (Per Diem – hourly)	38.00
Registrar of Voters (yearly)	600.00
Registrar, Temporary Assistant (hourly)	15.00
Reserve Police Officer (hourly)	30.00
Seasonal Assistant Harbormaster (hourly)	30.00
Seasonal Lifeguard Supervisor (hourly)	30.00

Seasonal Maintenance Supervisor/Public Works (hourly)	21.00
Seasonal Health Inspector	30.00
Temporary Employee	various rates of pay
Veterans' Agent (hourly)	16.00

Schedule B - Seasonal Employee Compensation Schedule
(Spring, Summer, Fall, Winter/Effective July 1, 2021 - June 30,2022)

Compensation Level	Start	Second Season	Third Season	Fourth Season
A-Hourly*	$17.00	$18.00	$19.00	$20.50
B-Hourly*	$18.00	$19.00	$20.00	$21.00
C-Hourly*	$19.00	$20.00	$21.00	$22.00
D-Hourly*	$21.00	$21.50	$22.00	$22.50

*An employee assigned supervisory responsibilities shall be placed in the next higher category.

- A: Information Aide, Seasonal Health Assistant, Shellfish Warden, Seasonal Natural Resources Enforcement Officer
- B: Dock Worker, Natural Resources Technician, Seasonal Permit Sales Clerk
- C: Seasonal Firefighter/EMT, Community Service Officer, Lifeguard, ~~Seasonal Laborer~~
- D: Lead Dock Worker, Seasonal Recreational Coordinator, Seasonal Engineering Intern; Seasonal Waste Reduction Intern, Lead Natural Resources Technician, Seasonal Laborer

*Schedule C -- Compensation Schedule for Elected Officials**

Moderator	$175 per year
Select Member, Chair	$5,000/per year
Select Members	$3,500/per year
Town Clerk	$107,836

ARTICLE 8
(Appropriation: Fiscal Year 2022 General Fund Operating Budget)

To see what sums the Town will vote to appropriate, and also to raise, borrow pursuant to any applicable statute, or transfer from available funds, for the purposes of supporting the offices, departments, boards and commissions of the Town of Nantucket for Fiscal Year 2022; or to take any other action related thereto.

(Select Board)
FINANCE COMMITTEE MOTION: Moved that the following Fiscal Year 2022 operating budget is established for the various offices, boards, and commissions of the Town as follows:

DEPARTMENT	Fiscal Year 2022 PAYROLL	OPERATING	TOTAL BUDGET	FY 2021 ARTICLE 8 TOTAL
GENERAL GOVERNMENT				
Finance Committee		$18,680	$18,680	$18,680
Finance & Operations	$1,807,007	$492,210	$2,299,217	$2,441,937
Human Resources	$265,243	$347,700	$612,943	$592,893
Information Systems / GIS	$819,795	$513,016	$1,332,811	$1,280,375
Legal		$401,000	$401,000	$401,000
Moderator	$183	$1,500	$1,683	$1,683
Planning and Land Use Services	$1,662,879	$471,100	2,133,979	$1,983,778
Natural Resources	$787,562	$154,812	$942,354	$930,039
Town Administration	$1,228,956	$796,850	2,145,806	$1,659,216
Housing Office	$210,000	$275,000	$485,000	
Town Clerk	$262,077	$62,100	$324,177	$319,651
Subtotal	$7,053,702	$3,533,969	$10,587,670	$9,629,252
SAFETY & PROTECTION				
Emergency Management		$8,000	$8,000	$8,000
Fire Department	$2,896,894	$308,500	$3,205,394	$3,182,889
Police Department	$6,239,613	$972,000	$7,211,613	$6,874,174
Street Lighting		$165,000	$165,000	$165,000
Subtotal	$9,136,507	$1,453,500	$10,590,007	$10,230,063
MARINE & COASTAL RESOURCES				
Marine Department	$877,449	$284,950	$1,162,399	$895,641
Subtotal	$877,449	$284,950	$1,162,399	$895,641
MAINTENANCE				
Gas / Town Vehicles		$375,000	$375,000	$375,000
Mosquito Control		$172,714	$172,714	$168,501
Public Buildings		1,271,900	$1,271,900	$1,083,900
Public Works	$2,846,045	$624,900	$3,470,945	$3,181,882
Snow and Ice Removal	$7,600	$75,000	$82,600	$82,600

Subtotal	$2,853,645	$2,519,514	$5,373,159		$4,891,883
HUMAN SERVICES					
Health & Human Services	$920,931	$160,790	$1,081,721		$1,003,408
Subtotal	$920,931	$160,790	$1,081,721		$1,003,408
CULTURE & RECREATION					
Atheneum		$766,085	$766,085		$747,400
Town Clock		$4,700	$4.700		$4,700
Culture and Tourism	$315,928	$148,650	$464,478		$464,577
Subtotal	$315,928	$919,435	$1,235,363		$1,216,677
CONTRACTUALOBLIGATIONS	$400,000		$400,000		$400,000
TOTAL OF DEPT OPERATING BUDGETS					28,266,924
EDUCATION					
Community School	$550,000		$550,000		$550,000
School Department	27,276,082	$5,600,905	$32,876,987		$31,296,642
Subtotal	$27,826,082	$5,600,905	$33,426,987		$31,846,642
GRAND TOTAL OF GEN GOV'T OPER BUDGETS	$49,384,244	$14,473,062	$63,857,306		$60,113,566
DEBT SERVICE					
Principal & Interest		$9,758,430	$9,758,430		$9,310,589
Subtotal		$9,758,430	$9,758,430		$9,310,589
INSURANCES					
Auto Casualty		$195,525	$195,525		$165,000
Blanket Liability		$2,157,950	$2,157,950		$1,828,460
Claims Deductible		$88,088	$88,088		$88,088
Insurance Consulting		$49,500	$49,500		$49,500
Medical Insurance	$14,785,595		$14,785,595		$13,375,877
Life Insurance	$6,500		$6,500		$6,500

Unemployment	$175,000		$175,000		$175,000
Workers Compensation	$293,899		$293,899		$267,181
Laborer's Union Pension	$75,000		$75,000		$45,778
Subtotal	$15,335,993	$2,491,063	$17,827,056		$16,001,384
ASSESSMENTS					
Barnstable Retirement		$5,805,686	$5,805,686		$5,203,970
Subtotal		$5,805,686	$5,805,686		$5,203,970
GRAND TOTAL OF OPERATING BUDGET	$64,720,237	$32,528,241	$97,248,478		$90,529,509

And to meet these appropriations, the sum of Ninety-six Million One Hundred Seventy-three Thousand Four Hundred Seventy-eight Dollars ($96,173,478) be raised and appropriated from the Fiscal Year 2022 tax levy and other general revenues of the Town; and that One Million Seventy-five Thousand Dollars ($1,075,000) be transferred from Free Cash in the Treasury of the Town, for one-time and operating expenses that are included in various departmental budgets.

The budget unanimously recommended by the Nantucket School Committee for the School Department, including the Nantucket Community School, for Fiscal Year 2022 is Thirty-three Million Four Hundred Twenty-six Thousand Nine Hundred Eighty-seven Dollars ($33,426,987).

ARTICLE 9
(Appropriation: Health and Human Services)

To see what sums the Town will vote to appropriate, and also to raise, borrow pursuant to any applicable statute, or transfer from available funds, for the Council for Human Services to be used by the Council to contract with various health and human services, not-for-profit corporations to provide for the health, safety and welfare of the inhabitants of the Town of Nantucket; further, that all such sums be expended on the condition that grant agreements be executed by and between the Select Board and the respective private, not-for-profit agency for Fiscal Year 2022, which grant agreements shall stipulate mutually agreed upon terms and conditions; or to take any other action related thereto.

(Select Board)

FINANCE COMMITTEE MOTION: Moved that Six Hundred Fifty Thousand Dollars ($650,000) be raised and appropriated from the Fiscal Year 2022 tax levy and other general revenues of the Town, and that Ninety-five Thousand Dollars ($95,000) be transferred from the Special Stabilization Fund for Substance Abuse Efforts for the Town Manager to expend to fund grants for the following health and human services,

private not-for-profit agencies to provide for the health, safety and welfare of the inhabitants of the Town of Nantucket, provided that the Town Manager with the approval of the Board of Selectmen, execute grant agreements with the respective agencies for Fiscal Year 2022, which contracts shall stipulate mutually agreed upon terms and conditions, and provided further that the grant to the National Alliance on Mental Illness shall be funded from the Special Stabilization Fund for Substance Abuse Efforts with a condition that the grant funds be expended solely for addiction and mental health treatments services:

AGENCY	*AMOUNT*
A Safe Place	$55,000.00
ASAP	$50,000.00
Elder Services of Cape Cod	$20,000.00
Health Imperatives	$90,000.00
Fairwinds	$176,323.00
MV Community Services	$18,000.00
South Coastal Legal Services	$4,600.00
Interfaith Council	$70,000.00
NCH Social Services	$130,671.20
Small Friends	$15,000.00
Artist Association	$18,200.00
Cape Mediation	$2,205.80
National Alliance on Mental Illness	$95,000.00
TOTAL	$745,000.00

ARTICLE 10
(Appropriation: General Fund Capital Expenditures)

To see what sums the Town will vote to appropriate, and also to raise, borrow pursuant to any applicable statute or transfer from available funds, for the purposes of capital expenditures for the offices, departments, boards and commissions of the Town of Nantucket; provided that one or more amounts to be raised and appropriated may be contingent upon a Proposition 2½ capital outlay exclusion ballot question; or to take any other action related thereto.

(Select Board)

FINANCE COMMITTEE MOTION: Moved that the following amounts be appropriated for the following capital outlay expenditures, including costs incidental and related thereto, with all such expenditures to be made by the Town Manager with the approval of the Select Board; except the School expenditures to be made by the School Superintendent with the approval of the School Committee, and further that the Town Manager with the approval of the Select Board or the School Superintendent with the approval of the School Committee as the case may be, is authorized to sell, convey, trade-in or otherwise dispose of equipment being replaced as follows:

DEPARTMENT	*ITEM*	*FUNDING SOURCE(S)*	*AMOUNT*
Public Works/Facilities	Costs associated with Town-wide municipal	Authorize the Treasurer, with the approval of the Select Board, to	$6,500,000

	facilities projects, including maintenance, design and engineering, and construction	borrow $6,500,000 under and pursuant to Chapter 44, Section 7(1) of the General Laws, or any other enabling authority, and to issue bonds or notes of the Town therefor, any premium received by the Town upon the sale of any bonds or notes approved by this vote, less any such premium applied to the payment of the costs of issuance of such bonds or notes, may be applied to the payment of costs approved by this vote in accordance with Chapter 44, Section 20 of the General Laws, thereby reducing the amount authorized to be borrowed to pay such costs by a like amount.	
Public Works	CCTV - Phased Stormwater System Evaluation	Transfer $266,552 from Free Cash into the Treasury of the Town	$266,552
Public Works	Purchase of replacement six-wheel dump truck and accessories	Raise and appropriate $180,000 from the Fiscal Year 2022 tax levy and other general revenues of the Town; provided that the appropriation shall be contingent on the passage of a Proposition 2½ capital outlay exclusion by the voters of the Town in accordance with General Laws Ch. 59, Sec. 21C(m)	$180,000
Public Works	Purchase of replacement Ford F350-size pick-up truck and accessories	Raise and appropriate $60,000 from the Fiscal Year 2022 tax levy and other general revenues of the Town; provided that the appropriation shall be contingent on the passage of a Proposition 2½ capital outlay exclusion by the voters of the Town in accordance with General Laws Ch. 59, Sec. 21C(m)	$60,000
Public Works	Purchase of replacement street sweeper and accessories	Raise and appropriate $250,000 from the Fiscal Year 2022 tax levy and other general revenues of the Town; provided that the appropriation shall be contingent on the passage of a Proposition 2½ capital outlay exclusion by the voters of the Town in accordance with General Laws Ch. 59, Sec. 21C(m)	$250,000
Public Works	Purchase replacements of two Ford Ranger-size pick-up trucks and accessories	Raise and appropriate $90,000 from the Fiscal Year 2022 tax levy and other general revenues of the Town; provided that the	$90,000

		appropriation shall be contingent on the passage of a Proposition 2½ capital outlay exclusion by the voters of the Town in accordance with General Laws Ch. 59, Sec. 21C(m)	
Public Works/ Transportation	Costs associated with sidewalk improvement program	Authorize the Treasurer, with the approval of the Select Board, to borrow $1,060,900 under and pursuant to Chapter 44, Section 7(1) of the General Laws, or any other enabling authority, and to issue bonds or notes of the Town therefor, any premium received by the Town upon the sale of any bonds or notes approved by this vote, less any such premium applied to the payment of the costs of issuance of such bonds or notes, may be applied to the payment of costs approved by this vote in accordance with Chapter 44, Section 20 of the General Laws, thereby reducing the amount authorized to be borrowed to pay such costs by a like amount.	$1,060,900
Public Works/ Transportation	Costs associated with island-wide road improvements and maintenance	Transfer $1,250,000 from Free Cash into the Treasury of the Town	$1,250,000
Public Works/ Transportation	Costs associated with the maintenance and repair of Island-wide multi-use paths	Transfer $250,000 from Free Cash into the Treasury of the Town	$250,000
Public Works/ Transportation	Costs associated with cobblestone roadway improvements and maintenance	Transfer $250,000 from Free Cash into the Treasury of the Town	$250,000
Public Works/ Transportation	Costs associated with engineering, design and permitting, and construction of the 'Sconset Footbridge repairs	Transfer $100,000 from Free Cash into the Treasury of the town	$100,000
Public Works/ Transportation	Costs associated with permanent traffic data collection stations	Transfer $175,000 from Free Cash into the Treasury of the Town	$175,000
School	Costs associated with the campus-wide improvement plan	Transfer $1,000,000 from Free Cash into the Treasury of the Town; and transfer $107,136 from Article 10 of the 2018 Annual Town Meeting (NHS Internal Security Vestibule)	$1,107,136
School	Costs associated with the reconfiguration of	Transfer $157,902 from Free Cash into the Treasury of the	$157,902

	the pool parking lot entrance and exit	Town	
School	Costs associated with School-wide building improvements	Transfer $300,000 from Free Cash into the Treasury of the Town	$300,000
School	Costs associated with the replacement of Bobcat machine	Transfer $65,000 from Free Cash into the Treasury of the Town	$65,000
Natural Resources	Cost associated with replacement vehicle	Raise and appropriate $35,000 from the Fiscal Year 2022 tax levy and other general revenues of the Town; provided that the appropriation shall be contingent on the passage of a Proposition 2½ capital outlay exclusion by the voters of the Town in accordance with General Laws Ch. 59, Sec. 21C(m)	$35,000
Planning & Land Use Services	Costs associated with replacement vehicle	Raise and appropriate $35,000 from the Fiscal Year 2022 tax levy and other general revenues of the Town; provided that the appropriation shall be contingent on the passage of a Proposition 2½ capital outlay exclusion by the voters of the Town in accordance with General Laws Ch. 59, Sec. 21C(m)	$35,000
Fire	Costs associated with the purchase of Advanced Life Support equipment	Transfer $50,000 from the Ambulance Reserve Fund	$50,000
Fire	Purchase of replacement self-contained breathing apparatus air packs (SCBAs)	Raise and appropriate $101,160 from the Fiscal Year 2022 tax levy and other general revenues of the Town; provided that the appropriation shall be contingent on the passage of a Proposition 2½ capital outlay exclusion by the voters of the Town in accordance with General Laws Ch. 59, Sec. 21C(m)	$101,160
Fire	Costs associated with the replacement of Engine #4	Authorize the Treasurer, with the approval of the Select Board, to borrow $705,000 under and pursuant to Chapter 44, Section 7(1) of the General Laws, or any other enabling authority, and to issue bonds or notes of the Town therefor, any premium received by the Town upon the sale of any bonds or notes approved by this vote, less any such premium applied to the payment of the costs of issuance of such bonds or notes, may be	$705,000

		applied to the payment of costs approved by this vote in accordance with Chapter 44, Section 20 of the General Laws, thereby reducing the amount authorized to be borrowed to pay such costs by a like amount.	
Information Technology/Geographic Information Systems	Costs associated with the design of upgraded wireless network infrastructure	Transfer $65,000 from Free Cash into the Treasury of the Town	$65,000
Information Technology/Geographic Information Systems	Costs associated with the replacement and/or repair of network infrastructure and related equipment	Transfer $50,000 from Free Cash into the Treasury of the Town	$50,000
Information Technology/Geographic Information Systems	Costs associated with replacement of Town-wide computers, printers, associated equipment	Transfer $62,800 from Free Cash into the Treasury of the Town	$62,800
Police	Costs associated with replacement of portable radios for public safety	Transfer $400,000 from Free Cash into the Treasury of the Town	$400,000
Police	Costs associated with Loran barracks housing septic system removal and sewer connection	Raise and appropriate $500,000 from the Fiscal Year 2022 tax levy and other general revenues of the Town	$500,000
Marine	Costs associated with repair of F Street Bulkhead	Raise and appropriate $579,700 from the Fiscal Year 2022 tax levy and other general revenues of the Town	$579,700
Marine	Costs associated with purchase of second sewage pump-out boat	Transfer $150,000 from Free Cash into the Treasury of the Town	$150,000
Town Administration	Costs associated with update to Nantucket and Madaket Harbors Action Plan to incorporate needs for hazard mitigation and coastal resilience	Transfer $100,000 from Free Cash into the Treasury of the Town	$100,000
Town Administration	Costs associated with Town-wide security measures	Transfer $100,000 from Free Cash into the Treasury of the Town	$100,000
Town Administration	Costs associated with Town-wide document management solution	Transfer $250,000 from Free Cash into the Treasury of the Town	$250,000
Town Administration	Costs associated with Town's groundwater soil investigation and remediation of Per- and polyfluoroalkyl substances (PFAS)	Authorize the Treasurer, with the approval of the Select Board to borrow $750,000 pursuant to G.L. c.44 Section 7 or 8 or any other enabling authority. Any premium received by the Town upon the sale of any bonds or notes approved by this vote, less	$750,000

		any such premium applied to the payment of the costs of issuance of such bonds or notes, may be applied to the payment of costs approved by this vote in accordance with Chapter 44, Section 20 of the General Laws, thereby reducing the amount authorized to be borrowed to pay such costs by a like amount.	
Affordable Housing Trust	Costs associated with acquiring real estate, or interests in real estate, which may include affordable housing restrictions, including any buildings thereon, for the development of affordable housing, and also to pay costs of designing, constructing, reconstructing and equipping affordable housing, all of which shall be undertaken in conjunction with the Town's Affordable Housing Trust, and for the payment of all other costs incidental and related thereto	Raise and appropriate $1,625,000 from the Fiscal Year 2022 tax levy and other general revenues of the Town	$1,625,000
Affordable Housing Trust	Costs of acquiring real estate, or interests in real estate, including but not limited to affordable housing restrictions, which may include any buildings thereon, for the development of affordable housing, and also to pay costs of designing, constructing, reconstructing and equipping affordable housing, all of which shall be undertaken in conjunction with the Town's Affordable Housing Trust, and for the payment of all other costs incidental and related thereto	Authorize the Treasurer, with the approval of the Select Board, to borrow $6,500,000 under and pursuant to Chapter 44, Section 7(1) of the General Laws, or any other enabling authority, and to issue bonds or notes of the Town therefor, any premium received by the Town upon the sale of any bonds or notes approved by this vote, less any such premium applied to the payment of the costs of issuance of such bonds or notes, may be applied to the payment of costs approved by this vote in accordance with Chapter 44, Section 20 of the General Laws, thereby reducing the amount authorized to be borrowed to pay such costs by a like amount.	$6,500,000
TOTAL			***$24,121,150***

And, to meet this appropriation that Four Million Nine Hundred Ninety-two Thousand Two Hundred Fifty-four Dollars ($4,992,254) be transferred from Free Cash in the

Treasury of the Town so specified; that One Hundred Seven Thousand One Hundred Thirty-six Dollars ($107,136) be transferred from Article 10 of the 2018 Annual Town Meeting; that Fifty Thousand Dollars ($50,000) be transferred from the Ambulance Reserve Fund; that Two Million Seven Hundred Four Thousand Seven Hundred Dollars ($2,704,700) be raised and appropriated from the FY 2022 tax levy; that Seven Hundred Fifty-one Thousand Dollars ($751,000) be raised and appropriated from the FY 2022 tax levy, provided that the appropriation shall be contingent on the passage of a Proposition 2½ capital outlay exclusion by the voters of the Town in accordance with General Laws Ch. 59, sec. 21C(m); and that the Treasurer, with the approval of the Select Board be authorized to borrow Six Million Five Hundred Thousand Dollars ($6,500,000) for renovations to town-owned facilities; Seven Hundred Thousand Five Dollars ($705,000) for the purpose of replacing Fire Engine #4; One Million Sixty Thousand Nine Hundred Dollars ($1,060,900) for the continuation of the sidewalk improvement plan; Seven Hundred Fifty Thousand Dollars ($750,000) for costs associated with Town's groundwater soil investigation and remediation of Per- and polyfluoroalkyl substances (PFAS) and Six Million Five Hundred Thousand ($6,500,000) for the Affordable Housing Trust; with all borrowings to be done under and pursuant to General Laws Ch. 44, sec. 7(1), or any other enabling authority, and to issue bonds or notes of the Town therefor.

All of these sources totaling Twenty-four Million One Hundred Twenty-one Thousand One Hundred Fifty Dollars ($24,121,150).

Quantum of vote required for passage of the motion is 2/3

ARTICLE 11
(Appropriation: Newtown Road Transportation Improvements)
Carried Over from 2020 Annual Town Meeting

To see what sum the Town will vote to appropriate, and also to raise, borrow pursuant to any applicable statute or transfer from available funds, to be spent by the Town Manager with the approval of the Select Board, for the purpose of making various transportation-related improvements on Newtown Road, including the costs of professional services for design, permitting, engineering, construction, construction supervision, materials, and other related professional services, and any other costs incidental and related thereto; provided, however, that any borrowing authorized hereunder shall be contingent on the passage of a Proposition 2 and ½ debt exclusion vote; or to take any other action related thereto.

(Select Board)

FINANCE COMMITTEE MOTION: Moved to appropriate the sum of One Million Two Hundred Thousand Dollars ($1,200,000) to be spent by the Town Manager with the approval of the Select Board, for the purpose of making various transportation-related improvements on Newtown Road, including the costs of professional services for design, permitting, engineering, construction, construction supervision, materials, and other related professional services, and any other costs incidental and related thereto; that to meet this appropriation, the Treasurer with the approval of the Select Board, is hereby authorized to borrow the sum of One Million Two Hundred Thousand Dollars ($1,200,000) pursuant to General Laws Chapter 44, Sections 7 or 8, or any other

enabling authority, and to issue bonds and notes of the Town therefor; provided, however, that any borrowing authorized hereunder shall be contingent on the passage of a Proposition 2 and ½ debt exclusion vote. Any premium received by the Town upon the sale of any bonds or notes approved by this vote, less any such premium applied to the payment of the costs of issuance of such bonds or notes, may be applied to the payment of costs approved by this vote in accordance with Chapter 44, Section 20 of the General Laws, thereby reducing the amount authorized to be borrowed to pay such costs by a like amount.

Quantum of vote required for passage of the motion is 2/3

ARTICLE 12
(Appropriation: Reconstruction of Lover's Lane)
Carried Over from 2020 Annual Town Meeting

To see what sum the Town will vote to appropriate, and also to raise, borrow pursuant to any applicable statute or transfer from available funds, to be spent by the Town Manager with the approval of the Select Board, for the purpose of making various transportation-related improvements on Lover's Lane, including the costs of professional services for design, permitting, engineering, construction, construction supervision, materials, and other related professional services, and any other costs incidental and related thereto; provided, however, that any borrowing authorized hereunder shall be contingent on the passage of a Proposition 2 and ½ debt exclusion vote; or to take any other action related thereto.

(Select Board)

FINANCE COMMITTEE MOTION: Moved to appropriate the sum of Three Million Two Hundred Seventy-two Thousand Eight Hundred Ninety-two Dollars ($3,272,892) to be spent by the Town Manager with the approval of the Select Board, for the purpose of making various transportation-related improvements on Lover's Lane, including the costs of professional services for design, permitting, engineering, construction, construction supervision, materials, and other related professional services, and any other costs incidental and related thereto; that to meet this appropriation, the Treasurer with the approval of the Select Board, is hereby authorized to borrow the sum of Three Million Two Hundred Seventy-two Thousand Eight Hundred Ninety-two Dollars ($3,272,892) pursuant to General Laws Chapter 44, Sections 7 or 8, or any other enabling authority, and to issue bonds and notes of the Town therefor; provided, however, that any borrowing authorized hereunder shall be contingent on the passage of a Proposition 2 and ½ debt exclusion vote. Any premium received by the Town upon the sale of any bonds or notes approved by this vote, less any such premium applied to the payment of the costs of issuance of such bonds or notes, may be applied to the payment of costs approved by this vote in accordance with Chapter 44, Section 20 of the General Laws, thereby reducing the amount authorized to be borrowed to pay such costs by a like amount.

Quantum of vote required for passage of the motion is 2/3

ARTICLE 13

(Appropriation: Construction and Improvements to Children's Beach Storm Water Pump Station)

Carried Over from 2020 Annual Town Meeting

To see what sum the Town will vote to appropriate, and also to raise, borrow pursuant to any applicable statute or transfer from available funds, to be spent by the Town Manager with the approval of the Select Board, for the purpose of making various improvements to the Children's Beach Storm Water Pump Station, including the costs of professional services for design, permitting, engineering, construction, construction supervision, materials, and other related professional services, and any other costs incidental and related thereto; provided, however, that any borrowing authorized hereunder shall be contingent on the passage of a Proposition 2 and ½ debt exclusion vote; or to take any other action related thereto.

(Select Board)

FINANCE COMMITTEE MOTION: Moved to appropriate the sum of Four Million Three Hundred Thousand Dollars ($4,300,000) to be spent by the Town Manager with the approval of the Select Board, for the purpose of making various improvements to the Children's Beach Storm Water Pump Station, including the costs of professional services for design, permitting, engineering, construction, construction supervision, materials, and other related professional services, and any other costs incidental and related thereto; that to meet this appropriation, the Treasurer with the approval of the Select Board, is hereby authorized to borrow the sum of Four Million Three Hundred Thousand Dollars ($4,300,000) pursuant to General Laws Chapter 44, Sections 7 or 8, or any other enabling authority, and to issue bonds and notes of the Town therefor; provided, however, that any borrowing authorized hereunder shall be contingent on the passage of a Proposition 2 and ½ debt exclusion vote. Any premium received by the Town upon the sale of any bonds or notes approved by this vote, less any such premium applied to the payment of the costs of issuance of such bonds or notes, may be applied to the payment of costs approved by this vote in accordance with Chapter 44, Section 20 of the General Laws, thereby reducing the amount authorized to be borrowed to pay such costs by a like amount.

Quantum of vote required for passage of the motion is 2/3

ARTICLE 14

(Appropriation: Supplemental Funding for Construction of Nobadeer Field House)

To see what sum the Town will vote to appropriate, and also to raise, borrow pursuant to any applicable statute or transfer from available funds, to be spent by the Town Manager with the approval of the Select Board, to pay supplemental costs of designing, constructing, equipping and furnishing a field house to be located at Nobadeer Fields, and for the payment of all other costs incidental and related thereto; provided, however, that any borrowing authorized hereunder shall be contingent on the passage of a Proposition 2½ debt exclusion vote; or to take any other action related thereto.

(Select Board)

FINANCE COMMITTEE MOTION: Moved to appropriate the sum of One Million Dollars ($1,000,000) to be spent by the Town Manager with the approval of the Select Board, for the purpose of designing, constructing, equipping and furnishing a field house to be located at Nobadeer Fields, and for the payment of all other costs incidental and related thereto; that to meet this appropriation, the Treasurer with the approval of the Select Board, is hereby authorized to borrow the sum of One Million Dollars ($1,000,000) pursuant to General Laws Chapter 44, Sections 7 or 8, or any other enabling authority, and to issue bonds and notes of the Town therefor; provided, however, that any borrowing authorized hereunder shall be contingent on the passage of a Proposition 2 and ½ debt exclusion vote. Any premium received by the Town upon the sale of any bonds or notes approved by this vote, less any such premium applied to the payment of the costs of issuance of such bonds or notes, may be applied to the payment of costs approved by this vote in accordance with Chapter 44, Section 20 of the General Laws, thereby reducing the amount authorized to be borrowed to pay such costs by a like amount.

Quantum of vote required for passage of the motion is 2/3

ARTICLE 15
(Appropriation: Fiscal Year 2022 Enterprise Funds Operations)

To see what sums the Town will vote to appropriate, and also to raise, borrow pursuant to any applicable statute, or transfer from available funds, for the operation of the Enterprise Funds of the Town of Nantucket for Fiscal Year 2022, out of anticipated revenues of the designated funds, for the purposes set forth above; provided that any amounts to be raised and appropriated to support the operation of Our Island Home for Fiscal Year 2022 shall be contingent on the passage of a Proposition 2 and ½ override ballot question; or to take any other action related thereto.

(Select Board for the Various Departments Indicated)

FINANCE COMMITTEE MOTION: Moved that the following Fiscal Year 2022 operating budgets be approved for the Enterprise Funds, with the Airport appropriation to be expended through the Nantucket Airport Commission; with the Nantucket Water Department Enterprise Fund to be expended through the Nantucket Board of Water Commissioners; the remaining appropriations to be spent through the Select Board; provided that the $5,000,000 to be raised on the Fiscal Year 2022 tax levy to support Our Island Home, shall be contingent on the passage of a Proposition 2 and ½ override:

FUND	FY2022 PAYROLL	FY2022 EXPENSES	FY2022 TOTAL BUDGET	FY2021 BUDGET
Airport	3,464,699	4,456,001	7,920,700	5,930,300
Our Island Home	6,869,870	1,919,980	8,789,850	8,767,818
Sewer	2,435,404	7,302,556	9,737,960	9,370,408
Solid Waste	280,344	10,684,849	10,965,193	11,288,235
Nantucket Water Department	2,170,779	4,605,872	6,776,651	6,555,371
Total	15,221,096	28,969,258	44,190,354	41,912,132

Further, that the above appropriations be funded as follows:

FUND	FUNDING SOURCE	AMOUNT
Airport	FY22 Anticipated Revenue	7,670,700
Airport	Retained Earnings - Passenger Facility Charge	250,000
Our Island Home	FY22 Anticipated Revenue	3,789,850
Our Island Home	FY22 Tax Levy and Other General Revenues	5,000,000
Sewer	FY22 Anticipated Revenue	9,020,408
Sewer	Retained Earnings	717,552
Solid Waste	FY22 Anticipated Revenue	3,530,000
Solid Waste	FY22 Tax Levy and Other General Revenues	6,502,995
Solid Waste	Retained Earnings	932,198
Nantucket Water Department	FY22 Anticipated Revenue	6,473,038
Nantucket Water Department	Retained Earnings	303,613

ARTICLE 16
(Appropriation: Enterprise Funds Capital Expenditures)

To see what sums the Town will vote to appropriate, and also to raise, borrow pursuant to any applicable statute, or transfer from available funds, for the purposes of capital expenditures for the Enterprise Funds of the Town of Nantucket; or to take any other action related thereto.

(Select Board for the Various Departments Indicated)

FINANCE COMMITTEE MOTION: Moved that the following capital expenditures be appropriated for the Enterprise Fund departments with the Airport appropriations to be expended through the Airport Commission; the Sewer Enterprise, Solid Waste Enterprise and Our Island Home Enterprise Fund appropriations to be expended by the Town Manager with the approval of the Select Board/Board of Public Works/Sewer Commissioners; the Water Department Enterprise Fund appropriation to be expended through the Nantucket Board of Water Commissioners:

DEPARTMENT	*ITEM*	*FUNDING SOURCE(S)*	*AMOUNT*
Airport	Costs associated with Airport Improvement Projects	Authorize the Treasurer, with the approval of the Select Board to borrow $16,650,000 pursuant to G.L. c.44 Section 7 or 8 or any other enabling authority, and that while such bonds shall be general obligations of the Town, it is intended that the principal and interest thereon shall be repaid from Airport Enterprise Fund revenues, state or federal grants, and other available funds of the Airport. Any premium received by the Town upon the sale of any bonds or notes approved by this vote, less any such premium applied	$16,650,000

		to the payment of the costs of issuance of such bonds or notes, may be applied to the payment of costs approved by this vote in accordance with Chapter 44, Section 20 of the General Laws, thereby reducing the amount authorized to be borrowed to pay such costs by a like amount.	
Airport	Costs associated with airport maintenance and equipment	Authorize the Treasurer, with the approval of the Select Board to borrow $315,000 pursuant to G.L. c.44 Section 7 or 8 or any other enabling authority, and that while such bonds shall be general obligations of the Town, it is intended that the principal and interest thereon shall be repaid from Airport Enterprise Fund revenues, state or federal grants, and other available funds of the Airport. Any premium received by the Town upon the sale of any bonds or notes approved by this vote, less any such premium applied to the payment of the costs of issuance of such bonds or notes, may be applied to the payment of costs approved by this vote in accordance with Chapter 44, Section 20 of the General Laws, thereby reducing the amount authorized to be borrowed to pay such costs by a like amount.	$315,000
Airport	Supplemental Funding to Article 20 (Repair Fuel Farm) of the 2019 Annual Town Meeting	Authorize the Treasurer, with the approval of the Select Board to borrow $300,000 pursuant to G.L. c.44 Section 7 or 8 or any other enabling authority, and that while such bonds shall be general	$1,501,678

		obligations of the Town, it is intended that the principal and interest thereon shall be repaid from Airport Enterprise Fund revenues, state or federal grants, and other available funds of the Airport. Any premium received by the Town upon the sale of any bonds or notes approved by this vote, less any such premium applied to the payment of the costs of issuance of such bonds or notes, may be applied to the payment of costs approved by this vote in accordance with Chapter 44, Section 20 of the General Laws, thereby reducing the amount authorized to be borrowed to pay such costs by a like amount; and transfer $201,678 from NMA Certified Retained Earnings; and transfer $1,000,000 from NMA Fuel Revolver	
Airport	Costs associated with Airport's groundwater soil investigation and remediation of Per- and polyfluoroalkyl substances (PFAS)	Authorize the Treasurer, with the approval of the Select Board to borrow $8,000,000 pursuant to G.L. c.44 Section 7 or 8 or any other enabling authority, and that while such bonds shall be general obligations of the Town, it is intended that the principal and interest thereon shall be repaid from Airport Enterprise Fund revenues, state or federal grants, and other available funds of the Airport. Any premium received by the Town upon the sale of any bonds or notes approved by this vote, less any such premium applied to the payment of the costs of issuance of such bonds or notes, may be applied to the	$8,000,000

		payment of costs approved by this vote in accordance with Chapter 44, Section 20 of the General Laws, thereby reducing the amount authorized to be borrowed to pay such costs by a like amount.	
Airport	Costs associated with purchase of second bus for Airport operations; replacement of Aircraft Rescue Firefighting (ARFF) turnout gear	Authorize the Treasurer, with the approval of the Select Board to borrow $154,000 pursuant to G.L. c.44 Section 7 or 8 or any other enabling authority, and that while such bonds shall be general obligations of the Town, it is intended that the principal and interest thereon shall be repaid from Airport Enterprise Fund revenues, state or federal grants, and other available funds of the Airport. Any premium received by the Town upon the sale of any bonds or notes approved by this vote, less any such premium applied to the payment of the costs of issuance of such bonds or notes, may be applied to the payment of costs approved by this vote in accordance with Chapter 44, Section 20 of the General Laws, thereby reducing the amount authorized to be borrowed to pay such costs by a like amount.	$154,000
Subtotal of Airport Enterprise Fund			$26,620,678
Water	Costs associated with Washington Street water main replacement	Transfer $1,000,000 from Certified Retained Earnings in the Water Department Enterprise Fund	$1,000,000
Subtotal of Water Department Enterprise Fund			$1,000,000
Sewer	Costs associated with purchase of Jetter/Vac truck	Transfer $400,000 from Certified Retained Earnings in the Sewer Enterprise Fund	$400,000
Sewer	Costs associated	Transfer $100,000 from	$100,000

	with purchase of Ford F650-size dump truck	Certified Retained Earnings in the Sewer Enterprise Fund	
Sewer	Costs associated with acquisition and installation of water tight manhole covers	Transfer $50,000 from Certified Retained Earnings in the Sewer Enterprise Fund	$50,000
Sewer	Costs associated with South Shore Road sewer installation, including design and engineering, construction, permitting	Authorize the Treasurer, with the approval of the Select Board to borrow $3,500,000 pursuant to G.L. c.44 Section 7 or 8 or any other enabling authority, and that while such bonds shall be general obligations of the Town, it is intended that the principal and interest thereon shall be repaid from Sewer Enterprise Fund revenues, state or federal grants, and other available funds of the Sewer Enterprise Fund. Any premium received by the Town upon the sale of any bonds or notes approved by this vote, less any such premium applied to the payment of the costs of issuance of such bonds or notes, may be applied to the payment of costs approved by this vote in accordance with Chapter 44, Section 20 of the General Laws, thereby reducing the amount authorized to be borrowed to pay such costs by a like amount.	$3,500,000
Sewer	Costs associated with Capacity, Management, Operations and Maintenance	Authorize the Treasurer, with the approval of the Select Board to borrow $2,000,000 pursuant to G.L. c.44 Section 7 or 8 or any other enabling authority, and that while such bonds shall be general obligations of the Town, it is intended that the principal and	$2,000,000

		interest thereon shall be repaid from Sewer Enterprise Fund revenues, state or federal grants, and other available funds of the Sewer Enterprise Fund. Any premium received by the Town upon the sale of any bonds or notes approved by this vote, less any such premium applied to the payment of the costs of issuance of such bonds or notes, may be applied to the payment of costs approved by this vote in accordance with Chapter 44, Section 20 of the General Laws, thereby reducing the amount authorized to be borrowed to pay such costs by a like amount.	
Sewer	Costs associated with design of new garage maintenance facility	Authorize the Treasurer, with the approval of the Select Board to borrow $325,000 pursuant to G.L. c.44 Section 7 or 8 or any other enabling authority, and that while such bonds shall be general obligations of the Town, it is intended that the principal and interest thereon shall be repaid from Sewer Enterprise Fund revenues, state or federal grants, and other available funds of the Sewer Enterprise Fund. Any premium received by the Town upon the sale of any bonds or notes approved by this vote, less any such premium applied to the payment of the costs of issuance of such bonds or notes, may be applied to the payment of costs approved by this vote in accordance with Chapter 44, Section 20 of the General Laws, thereby	$325,000

		reducing the amount authorized to be borrowed to pay such costs by a like amount.	
Sewer	Costs associated with the installation of a new centrifuge system at the Surfside Wastewater Treatment Plant	Authorize the Treasurer, with the approval of the Select Board to borrow $1,500,000 pursuant to G.L. c.44 Section 7 or 8 or any other enabling authority, and that while such bonds shall be general obligations of the Town, it is intended that the principal and interest thereon shall be repaid from Sewer Enterprise Fund revenues, state or federal grants, and other available funds of the Sewer Enterprise Fund. Any premium received by the Town upon the sale of any bonds or notes approved by this vote, less any such premium applied to the payment of the costs of issuance of such bonds or notes, may be applied to the payment of costs approved by this vote in accordance with Chapter 44, Section 20 of the General Laws, thereby reducing the amount authorized to be borrowed to pay such costs by a like amount.	$1,500,000
Subtotal of Sewer Enterprise Fund			$7,875,000
Total of all Enterprise Funds			*$35,495,678*

Quantum of vote required for passage of the motion is 2/3

ARTICLE 17
(Enterprise Funds: Fiscal Year 2021 Budget Transfers)

To see what sums the Town will vote to transfer into various line items of Fiscal Year 2021 Enterprise Fund operating budgets from other line items of said budgets and/or from Enterprise Surplus Reserve Funds; or to take any other action related thereto.

(Select Board)

FINANCE COMMITTEE MOTION: Moved that the following appropriations and transfers are made for prior year articles:

FROM	*TO*	*AMOUNT*
Airport Retained Earnings	Airport Enterprise Fund, Operating Budget	$250,000
Airport Retained Earnings	Airport Capital Projects, Article 14 of the 2015 Annual Town Meeting (Environmental Report and Environmental Assessment)	$75,000
Airport Retained Earnings	Airport Capital Projects, Article 20 of the 2019 Annual Town Meeting (Removal of Pipeline Support Piles at Great Harbor Yacht Club)	$100,000
Airport Retained Earnings	Airport Capital Projects, Article 12 of the 2018 Annual Town Meeting (Removal and Replacement of paint and beads and rubber markings)	$48,741
Airport Retained Earnings	Airport Capital Projects, Article 16 of the 2020 Annual Town Meeting (Airport Maintenance and Equipment)	$188,000
Airport Retained Earnings	Airport Capital Projects, Article 16 of the 2020 Annual Town Meeting (Replacement of equipment for General Aviation Operations and Airport Rescue and Firefighting Operations	$250,000
Airport Retained Earnings	Airport Capital Projects, Article 16 of the 2020 Annual Town Meeting (Groundwater Soil Investigation)	$1,000,000
Airport Retained Earnings	Airport Capital Projects, Article 16 of the 2020 Annual Town Meeting (Direct Digital Control System for Terminal Geothermal)	$200,000

Sewer Retained Earnings	Sewer Capital Projects, Article 12 of the 2018 Annual Town Meeting (Sewer Force Main Failure Costs)	$75,000

ARTICLE 18
(Appropriation: Waterways Improvement Fund)

To see what sum the Town will vote to appropriate from the revenue received under Chapter 60B subsection (i) of section 2 and under Chapter 91section 10A of the Massachusetts General Laws and sums received from the Commonwealth or Federal Government for purposes established by Chapter 40 section 5G of the Massachusetts General Laws including but not limited to (1) maintenance , dredging, cleaning and improvement of harbors, inland waters and great ponds, (2) the public access thereto, (3) the breakwaters, retaining walls, piers, wharves and moorings thereof, and (4) law enforcement and fire prevention in the Town and County of Nantucket, and any other purpose allowed by applicable law.

Or to take any other action related thereto.

(Select Board)
FINANCE COMMITTEE MOTION: Moved that Three Hundred Sixty-seven Thousand Dollars ($367,000) be appropriated from the Waterways Improvement Fund for the purpose of (1) maintenance, dredging, cleaning and improvement of harbors, inland waters and great ponds, (2) the public access thereto, (3) the breakwaters, retaining walls, piers, wharves and moorings thereof, and (4) law enforcement and fire prevention in the Town and County of Nantucket, and any other purpose allowed by applicable law.

ARTICLE 19
(Appropriation: Ambulance Reserve Fund)

To see what sum the Town will vote to appropriate from the Ambulance Reserve Fund for the purchase of ambulance-related equipment, including but not limited to extrication collars, backboards and other emergency equipment, oxygen tanks and refills, blankets and other linens, bandages and other medical supplies, fuel, repairs and maintenance for ambulances, and other such related costs to operate the Town's ambulance services, including up to six (6) full-time firefighter/EMT and/or paramedic positions. All expenditures to be made by the Fire Department, subject to the approval of the Town Manager; or to take any other action related thereto.

(Select Board)
FINANCE COMMITTEE MOTION: Moved that Seven Hundred Thirty-six Thousand Eight Hundred Forty-one Dollars ($736,841) be appropriated from the Ambulance Reserve Fund for the purpose of purchasing ambulance-related equipment, including but not limited to extrication collars, backboards and other emergency equipment, oxygen tanks and refills, blankets and other linens, bandages and other medical supplies, fuel, repairs and maintenance for ambulances, and other such related costs to operate the Town's ambulance services, including up to six (6) full-time firefighter/EMT

and/or paramedic positions. All expenditures to be made by the Fire Chief, subject to the approval of the Town Manager.

ARTICLE 20
(Appropriation: Ferry Embarkation Fee)

To see what sum the Town will vote to appropriate from the proceeds of the ferry embarkation fee established by Chapter 46, section 129 of the Acts of 2003 as amended, for the purposes of mitigating the impacts of ferry service on the Town and County of Nantucket, including but not limited to provision of harbor services, public safety protection, emergency services, infrastructure improvements within and around Nantucket Harbor, and professional services pertaining to the potential use or reuse of land, buildings and infrastructure in the vicinity of Nantucket Harbor, and any other purpose allowed by applicable law.

Or to take any other action related thereto.

(Select Board)

FINANCE COMMITTEE MOTION: Moved that Two Hundred Fifty Thousand Dollars ($250,000) be appropriated from the Ferry Embarkation Fee Fund for the purpose of public safety protection, emergency services, and any other purpose allowed by applicable law.

ARTICLE 21
(Appropriation: County Assessment)

To see if the Town will vote to appropriate, and also to raise, borrow pursuant to any applicable statute, or transfer from available funds, to pay the County of Nantucket such assessment as is required for Fiscal Year 2022, and to authorize the expenditure of these funds for County purposes, all in accordance with the Massachusetts General Laws and in accordance with the County Charter (Chapter 290 of the Acts of 1996), the sum of One Hundred Seventy-four Thousand Four Hundred Fifty-five Dollars ($174,455); or to take any other action related thereto.

(Select Board/County Commissioners)

FINANCE COMMITTEE MOTION: Moved that One Hundred Seventy-four Thousand Four Hundred Fifty-five Dollars ($174,455) be raised and appropriated from the Fiscal Year 2022 tax levy and other general revenues of the Town to fund the Fiscal Year 2022 county assessment.

ARTICLE 22
(Appropriation: Finalizing Fiscal Year 2022 County Budget)

To see if the Town will vote to overturn any denial of approval by the Nantucket County Review Committee, of any item of the County budget for Fiscal Year 2022 by appropriating a sum of money for such County budget and authorizing the expenditure of estimated County revenues, County reserve funds, County deed excise fees or other available County funds including the Town assessment for County purposes; further, to see if the Town will vote to overturn any denial by the Nantucket County Review Committee of the establishment of a County Reserve Fund, from which transfers may be

made to meet extraordinary or unforeseen expenditures with the approval of the County Commissioners acting as the County Advisory Board Executive Committee within the meaning of Chapter 35 section 32 of the Massachusetts General Laws; or to take any other action related thereto.

(Select Board/County Commissioners)
FINANCE COMMITTEE MOTION: Moved to take no action on the Article.

ARTICLE 23
(Appropriation: Affordable Housing Trust Fund)

To see if the Town will vote to raise and appropriate, borrow or transfer from available funds, the sum of Four Hundred Seventy-five Thousand Dollars ($475,000) to deposit into the Affordable Housing Trust Fund established pursuant to Mass. General Law c. 44, section 55C for Fiscal Year 2022.

Or, to take any other action related thereto.

(Select Board)
FINANCE COMMITTEE MOTION: Moved to take no action on the Article.

FINANCE COMMITTEE COMMENT: As the funding proposed in Article 23 was incorporated into Article 8 of the Town's FY 2022 General Fund Operating Budget, a "Take No Action" motion was made with the understanding that this Article will be funded through the Town's operating budget, rather than in a separate Article. The Finance Committee fully supports funding this activity with respect to the Town's Affordable Housing initiatives.

ARTICLE 24
(Appropriation: Affordable Housing Trust Fund)

To see if the Town will vote to raise and appropriate, borrow or transfer from available funds, the sum of Seven Million Five Hundred Thousand Dollars ($7,500,000) to pay costs of acquiring existing properties for affordable housing purposes, which may include an affordable rental program, and also for the acquisition of interests in and/or deed restrictions on properties for affordable housing purposes, including the payment of all costs incidental and related thereto; provided that all of such interests or deed restrictions add affordable housing units to the Town's Subsidized Housing Inventory, within the meaning of G.L. c. 40B, to be spent by the Town Manager with the approval of the Select Board which may include a grant or grants to the Nantucket Affordable Housing Trust, with oversight by the Select Board; that to meet said appropriation the Treasurer, with the approval of the Select Board, is hereby authorized to borrow the sum of Seven Million Five Hundred Thousand Dollars ($7,500,000) pursuant to G.L. c. 44, §§7 or 8, or any other enabling authority, and to issue bonds and notes of the Town therefor; provided, however, that any borrowing authorized hereunder shall be contingent on the passage of a Proposition 2½ debt exclusion vote, or to take any other action relative thereto.

(Select Board)

FINANCE COMMITTEE MOTION: Moved to appropriate the sum of Seven Million Five Hundred Thousand Dollars ($7,500,000) to pay costs of acquiring existing properties for affordable housing purposes, which may include an affordable rental program, and also for the acquisition of interests in and/or deed restrictions on properties for affordable housing purposes, including the payment of all costs incidental and related thereto; provided that all of such interests or deed restrictions add affordable housing units to the Town's Subsidized Housing Inventory, within the meaning of G.L. c. 40B, to be spent by the Town Manager with the approval of the Select Board which may include a grant or grants to the Nantucket Affordable Housing Trust, with oversight by the Select Board; that to meet said appropriation the Treasurer, with the approval of the Select Board, is hereby authorized to borrow the sum of Seven Million Five Hundred Thousand Dollars ($7,500,000) pursuant to G.L. c. 44, §§7 or 8, or any other enabling authority, and to issue bonds and notes of the Town therefor; provided, however, that any borrowing authorized hereunder shall be contingent on the passage of a Proposition 2½ debt exclusion vote, or to take any other action relative thereto. Any premium received upon the sale of any bonds or notes approved by this vote, less any such premium applied to the payment of the costs of issuance of such bonds or notes, may be applied to the payment of costs approved by this vote in accordance with G.L. c. 44, §20, thereby reducing the amount authorized to be borrowed to pay such costs by a like amount.

ARTICLE 25
(Rescind Unused Borrowing Authority)

To see what action the Town will take to amend, appropriate or reappropriate, transfer, modify, repeal or rescind unused borrowing authority authorized by previous town meetings.

Or to take any other action related thereto.

(Select Board)
FINANCE COMMITTEE MOTION: Moved to take no action on the Article.

ARTICLE 26
(Appropriation: Other Post-Employment Benefits Trust Fund)

To see what sum the Town will vote to appropriate and also to raise, borrow pursuant to any applicable statute, or transfer from available funds, to deposit into the Other Post-Employment Benefits Liability Trust Fund established pursuant to Mass. General Law chapter 32B, section 20, for Fiscal Year 2022.

Or, to take any other action related thereto.

(Select Board)
FINANCE COMMITTEE MOTION: Moved that Five Hundred Thousand Dollars ($500,000) be appropriated from the Fiscal Year 2022 tax levy and other general revenues of the Town to be deposited by the Treasurer into the Other Post-employment Benefits Trust Fund.

ARTICLE 27
(Renewal of Board of Health Septic System Betterment Loan Program)

To see if the Town will vote to appropriate a sum of money for the purpose of financing the following water pollution facility projects: repair, replacement and/or upgrade of septic systems, pursuant to agreements with Board of Health and residential property owners, including all costs thereof as defined in Section 1 of Chapter 29C of the General Laws; to determine whether this appropriation shall be raised by borrowing from the Massachusetts Clean Water Trust or otherwise, or to take any other action relative thereto.

(Select Board for Board of Health)

FINANCE COMMITTEE MOTION: Moved that Two Million Dollars ($2,000,000) be appropriated for the purpose of financing the following water pollution abatement facility projects: repair, replacement and/or upgrade of septic systems, pursuant to agreements with the Board of Health and residential property owners, including all costs thereof as defined in Section 1 of Chapter 29C of the General Laws; that to meet this appropriation the Treasurer with the approval of the Select Board is authorized to borrow Two Million Dollars ($2,000,000) and issue bonds or notes therefore under M.G.L. c.111, s.127B½ and/or Chapter 29C of the General Laws; that project and financing costs shall be repaid by the property owners, in accordance with those agreements, but such bonds or notes shall be general obligations of the Town; that the Treasurer with the approval of the Select Board is authorized to borrow all or a portion of such amount from the Massachusetts Water Pollution Abatement Trust established pursuant to Chapter 29C and in connection therewith to enter into a loan agreement and/or security agreement with the Trust and otherwise contract with the Trust and the Department of Environmental Protection with respect to such loan and for any federal or state aid available for the projects or for the financing thereof; and that the Board of Health or other appropriate local body or official is authorized to enter into a project regulatory agreement with the Department of Environmental Protection, to expend all funds available for the projects and to take any other action necessary to carry out the projects.

ARTICLE 28
(Special Stabilization Fund for Substance Abuse Efforts)

To see if the Town will vote, pursuant to General Laws Chapter 40, Section 5B, to dedicate, without further appropriation, one hundred percent (100%) of any community impact fee paid to the Town by a marijuana dispensary and/or a marijuana retail establishment, pursuant to a host community agreement, to the Special Stabilization Fund for Substance Abuse Efforts established pursuant to Article 30 of the 2018 Annual Town Meeting; said dedication to be in addition to fifty percent (50%) of the local option marijuana sales tax that was dedicated pursuant to the prior vote under Article 30 of the 2018 Annual Town Meeting; or to take any further action relative thereto.

(Select Board)

FINANCE COMMITTEE MOTION: Moved that pursuant to General Laws Chapter 40, Section 5B, without further appropriation, one hundred percent (100%) of any

community impact fee paid to the Town by a marijuana dispensary and/or a marijuana retail establishment, pursuant to a host community agreement, be dedicated to the Special Stabilization Fund for Substance Abuse Efforts established pursuant to Article 30 of the 2018 Annual Town Meeting; said dedication to be in addition to fifty percent (50%) of the local option marijuana sales tax that was dedicated pursuant to the prior vote under Article 30 of the 2018 Annual Town Meeting; or to take any further action relative thereto.

Quantum of vote required for passage of the motion is 2/3.

ARTICLE 29
(Appropriation: Fiscal Year 2022 Senior Work-off Program)

To see what sums the Town will vote to appropriate, and also to raise, borrow pursuant to any applicable statute, or transfer from available funds, for the purpose of supporting the Senior Work-off Program pursuant to Massachusetts General Laws Chapter 59, section 5K for the Town of Nantucket for Fiscal Year 2022; or to take any other action related thereto.

(Select Board)

FINANCE COMMITTEE MOTION: Moved that Twenty-five Thousand Dollars ($25,000) be transferred from the Overlay Surplus Account for the purpose of supporting the Senior Work-off program pursuant to Massachusetts General Laws Chapter 59, section 5K for the Town of Nantucket for Fiscal Year 2022.

ARTICLE 30
(Appropriation for Special Purpose Stabilization Fund for Airport Employee Accrued Liabilities)

To see what sums the Town will vote to appropriate, and also to raise, borrow pursuant to any applicable statute, or transfer from available funds to be placed in the Airport special purpose stabilization fund established pursuant to M.G.L. Chapter 40, Section 5B, Paragraph 2, for the benefit of the Nantucket Airport, such fund to be used for the future payment of accrued liabilities for compensated absences due any employee upon termination of the employee's full-time employment; or take any action relative thereto.

(Select Board for Airport Commission)

FINANCE COMMITTEE MOTION: Moved that One Hundred Thousand Dollars ($100,000) be transferred from Certified Retained Earnings of the Nantucket Airport to be deposited into the Special Purpose Stabilization Fund for Nantucket Airport Employee Accrued Liabilities.

ARTICLE 31
(Appropriation for Special Purpose Stabilization Fund for Town Employee Accrued Liabilities)

To see what sums the Town will vote to appropriate, and also to raise, borrow pursuant to any applicable statute, or transfer from available funds to be placed in the Town Employee Accrued Liability Special Purpose Stabilization Fund established

pursuant to M.G.L. Chapter 40, Section 5B, Paragraph 2, for the benefit of the Town of Nantucket General Fund (excluding the School Department), such fund to be used for the future payment of accrued liabilities for compensated absences due any employee upon termination of the employee's full-time employment; or take any action relative thereto.

(Select Board)
FINANCE COMMITTEE MOTION: Moved to take no action on the Article.

ARTICLE 32
(Appropriation: Fiscal Year 2022 Community Preservation Committee)

To see if the Town will vote to act on the report of the Community Preservation Committee on the Fiscal Year 2022 Community Preservation Budget and to appropriate or reserve for later appropriation monies from the Community Preservation Fund annual revenues or available funds for the administrative and operating expenses of the Community Preservation Committee, the undertaking of Community Preservation Projects and all other necessary and proper expenses for the year.

Purpose	Amount
Historic Preservation	
Nantucket Historical Association Restoration of the exterior and interior integrity of the Hadwen and Barney Oil and Candle factory warehouse, including the replacement of the existing roof with a new slate roof, masonry repointing, window replacement and replacing the failed wheelchair lift to address potential sea level rise	$395,000
Landmark House- Nantucket Community Service Inc. To restore the exterior trim, to include fascia, rakes, corner boards, soffits, freeze boards, gutters and downspouts on both the Landmark House and the Grossman wing	$335,000
Sub-total	**$730,000**
$692,000 of the funds to be used in this category are from the Community Preservation surcharge, interest and the State matching funds, and the balance of the funds used in this category, $38,000, are from the Historic Preservation reserves.	
Community Housing	
Nantucket Affordable Housing Trust Fund For the creation, preservation, support, rehabilitation and restoration of affordable housing for year-round Nantucket residents in support of plans developed by Habitat for Humanity and Housing Nantucket to create up to six new	

affordable units.	$800,000
Nantucket Interfaith Council Nantucket rental assistance program, housing and rental assistance to low and moderate-income Nantucket working families	$250,000
Town of Nantucket Funds to pay the interest and principal of the Bond authorized at the 2015 Nantucket Town Meeting for the balance of the infrastructure at the Sachem's Path affordable housing complex, to close out this obligation	$296,600
Town of Nantucket Funds to pay the interest and principal of the Five Million Bond authorized at the 2019 Nantucket Town meeting to pay the cost of acquiring land, which may include buildings thereon, for the development of affordable housing and to pay cost of designing, constructing, reconstructing and equipping affordable housing.	$350,000
Sub-total	**$1,696,000**
$235,715 of the funds utilized in this category is from the Undesignated reserves and the balance of the funds utilized in this category are from the Community Preservation surcharge, interest and the State matching funds.	
Open Space Conservation/Recreation	
Town of Nantucket Funds to pay the interest and principal of the Bond authorized at the 2012 Nantucket Town Meeting for the creation of an artificial turf playing field at Nobadeer Farm Road to close out this obligation	$199,575
Sustainable Nantucket Community Farm Institute, phase 5 Funds for extension of farm heating system, new Bee yard shed, produce preservation equipment and infrastructure	$55,000
Open Space Designated Reserves To meet 10 percent allocation	$30,000
Sub-total	**$284,515**
All the funds to be utilized in this category are from the Community Preservation surcharge, interest and the State matching funds.	
Administrative	
Community Preservation Committee Administrative and operating expenses	$125,000

Sub-total	**$125,000**
All the funds to be used in this category are from the Community Preservation surcharge, interest and the State matching funds.	
TOTAL	**$2,835,515**
All amounts to be appropriated from the following sources:	
SOURCES	**AMOUNT**
Raised and appropriated from FY 2019 Community Preservation Surcharge	$2,250,000
From State matching funds for FY 2018, to be received in 2019	$330,000
From Interest	$20,000
From Designated Reserves for Historic Preservation	$38,000
From Undesignated Reserves	$235,515
Total Revenues	**$2,835,515**
For fiscal year 2022 Community Preservation Purposes with each item considered a separate appropriation to be spent by the Community Preservation Committee. Provided however, that the above expenditures may be conditional on the recording of appropriate historic preservation restrictions for historic resources, open space restrictions for open space resources, recreational restrictions for recreational resources and for affordable housing restrictions for community housing; running in favor of an entity authorized by the Commonwealth to hold such restrictions for such expenditures; meeting the requirements of Chapter 184 of the General Laws pursuant to Section 12 of the Community Preservation Act.	

(Kenneth Beaugrand, et al)

FINANCE COMMITTEE MOTION: Moved that the following sums be appropriated or reserved for later appropriation from the Community Preservation Fund Fiscal Year 2022 revenues or other available funds as indicated herein, for the administrative and operating expenses of the Community Preservation Committee, the undertaking of community preservation projects and all other necessary and proper expenses, for Fiscal Year 2022 community preservation purposes as set forth herein, with each item considered a separate appropriation to be spent by the Community Preservation Committee, as shown below with any strikeouts indicating deletions from the

Community Preservation Committee article and any highlighted text indicated additions/modifications:

Purpose	Amount
Historic Preservation	
Nantucket Historical Association Restoration of the exterior and interior integrity of the Hadwen and Barney Oil and Candle factory warehouse, including the replacement of the existing roof with a new slate roof, masonry repointing, window replacement and replacing the failed wheelchair lift to address potential sea level rise	$395,000
Landmark House - Nantucket Community Service Inc. To restore the exterior trim, to include fascia, rakes, corner boards, soffits, frieze boards, gutters and downspouts on both the Landmark House and the Grossman wing	$335,000
Sub-total	$730,000
$692,000 of the funds to be used in this category are from the Community Preservation surcharge, interest and the State matching funds, and the balance of the funds used in this category, $38,000, are from the Historic Preservation reserves.	
Community Housing	
Nantucket Affordable Housing Trust Fund For the creation, preservation, support, rehabilitation and restoration of affordable housing for year-round Nantucket residents in support of plans developed by Habitat for Humanity and Housing Nantucket to create up to six new affordable units.	$800,000
Nantucket Interfaith Council Nantucket rental assistance program, housing and rental assistance to low and moderate-income Nantucket working families	$250,000
Town of Nantucket Funds to pay the interest and principal of the Bond authorized at the 2015 Nantucket Town Meeting for the balance of the infrastructure at the Sachem's Path affordable housing complex, to close out this obligation	$296,600
Town of Nantucket Funds to pay the interest and principal of the Five Million Dollar Bond authorized at the 2019 Nantucket Town meeting to pay the cost of acquiring land, which may include buildings thereon, for the development of affordable housing	

and to pay cost of designing, constructing, reconstructing and equipping affordable housing.	$350,000
Sub-total	~~$1,696,000~~ $1,696,600
$198,175 of the funds utilized in this category are from the Undesignated reserves and the balance of the funds utilized in this category are from the Community Preservation surcharge, interest and the State matching funds.	
Open Space Conservation/Recreation	
Town of Nantucket Funds to pay the interest and principal of the Bond authorized at the 2012 Nantucket Town Meeting for the creation of an artificial turf playing field at Nobadeer Farm Road to close out this obligation	$199,575
Sustainable Nantucket Community Farm Institute, phase 5 Funds for extension of farm heating system, new Bee yard shed, produce preservation equipment and infrastructure	$55,000
Open Space Designated Reserves To meet 10 percent allocation	$30,000
Sub-total	~~$284,515~~ $284,575
All the funds to be utilized in this category are from the Community Preservation surcharge, interest and the State matching funds.	
Administrative	
Community Preservation Committee Administrative and operating expenses	$125,000
Sub-total	$125,000
All the funds to be used in this category are from the Community Preservation surcharge, interest and the State matching funds.	
TOTAL	~~$2,835,515~~ $2,836,175
All amounts to be appropriated from the following sources:	
SOURCES	AMOUNT

Raised and appropriated from ~~FY 2019~~ FY 2022 Community Preservation Surcharge	**$2,250,000**
From State matching funds for FY 2021, to be received in 2022	**$330,000**
From Interest	**$20,000**
From Designated Reserves for Historic Preservation	**$38,000**
From Undesignated Reserves	**$198,175**
Total Revenues	**$2,836,175**

For fiscal year 2022 Community Preservation Purposes with each item considered a separate appropriation to be spent by the Community Preservation Committee.

Provided however, that the above expenditures may be conditional on the recording of appropriate historic preservation restrictions for historic resources, open space restrictions for open space resources, recreational restrictions for recreational resources and for affordable housing restrictions for community housing; running in favor of an entity authorized by the Commonwealth to hold such restrictions for such expenditures; meeting the requirements of Chapter 184 of the General Laws pursuant to Section 12 of the Community Preservation Act.

ARTICLE 33

(Community Preservation Committee: Fiscal Year 2021 Budget Transfers)

To see what sums the Town will vote to transfer into the Community Preservation Committee reserved and unreserved fund balances to turn back the unspent remainder of projects approved in prior fiscal years so that it is available for future appropriations.

FROM	TO	AMOUNT
Article 32 ATM 2020 Town of Nantucket Nobadeer Field Complex Bond	Fiscal year 2022 Community Preservation Committee Community Open Space reserved Fund balance	$1,325.00
Article 28 ATM 2012 Nantucket Land Council Hummock Pond Restoration	Fiscal year 2022 Community Preservation Committee Community Open Space Reserved Fund balance	$20,449.00
Total Transfers to Community Open Space Reserved Fund Balance		**$21,774.00**
Article 31 ATM 2013 Coffin School Historic wrought iron fence	Fiscal Year 2022 Community Preservation Committee Community Historic Preservation reserved Fund balance	$1,664.00

Article 35 ATM 2016 Coffin School Restoration of façade	Fiscal Year 2022 Community Preservation Committee Community Historic Preservation reserved Fund balance	$640.00
Article 37 ATM 2018 Hallkeen Management Restoration Academy Hill Windows	Fiscal year 2022 Community Preservation Committee Community Historic Preservation reserved Fund balance	$113.09
Total Transfers to Community Historic Preservation Reserved fund balance		**$2,417.09**
Article 33 ATM 2020 Town of Nantucket Sachem's Path Bond	Fiscal year 2022 Community Preservation Committee Community Open Space Reserved Fund balance	$91.67
Total Transfers to Community Housing Reserved Fund Balance		**$91.67**
Total transfers back to Community Preservation Reserved Fund Balances		**$24,282.76**

(Kenneth Beaugrand, et al)
FINANCE COMMITTEE MOTION: Moved that the unspent funds of projects from prior years as listed below be transferred between the various accounts as follows:

FROM	TO	AMOUNT
Article 32 of the 2020 Annual Town Meeting Town of Nantucket Nobadeer Field Complex Bond	Fiscal Year 2022 Community Preservation Committee Community Open Space Reserved Fund balance	$1,325.00
Article 28 of the 2012 Annual Town Meeting Nantucket Land Council Hummock Pond Restoration	Fiscal Year 2022 Community Preservation Committee Community Open Space Reserved Fund balance	$20,449.00
Total Transfers to Community Open Space Reserved Fund Balance		$21,774.00
Article 31 of the 2013 Annual Town Meeting Coffin School Historic wrought iron fence	Fiscal Year 2022 Community Preservation Committee Community Historic Preservation Reserved Fund balance	$1,664.00
Article 35 of the 2016 Annual Town Meeting Coffin School Restoration of façade	Fiscal Year 2022 Community Preservation Committee Community Historic Preservation Reserved Fund balance	$640.00

Article 37 of the 2018 Annual Town Meeting Hallkeen Management Restoration of Academy Hill Windows	Fiscal year 2022 Community Preservation Committee Community Historic Preservation Reserved Fund balance	$113.09
Total Transfers to Community Historic Preservation Reserved Fund balance		$2,417.09
Article 33 of the 2020 Annual Town Meeting Town of Nantucket Sachem's Path Bond	Fiscal Year 2022 Community Preservation Committee Community Open Space Reserved Fund balance	$91.67
Total Transfers to Community Housing Reserved Fund Balance		$91.67
Total transfers back to Community Preservation Reserved Fund Balances		$24,282.76

ARTICLE 34
(Appropriation: Incineration of Solid Waste)
Carried Over from 2020 Annual Town Meeting

To see if the Town will vote to raise and appropriate or transfer from available funds a sum of money to contract with ECO WASTE SOLUTION, 5760 Shier-rings Road Dublin, OH 43016 or other suitable vendor. To provide the installation, operation and manage the incineration of up to 10 Tonnes/Per day of solid waste or to take any other action relative thereto.

(Clifford J. Williams, et al)
FINANCE COMMITTEE MOTION: Moved not to adopt the Article.

FINANCE COMMITTEE COMMENT: The Finance Committee appreciates Mr. Williams' suggestion of innovative technologies that potentially could address the island's solid waste needs. The Town is encouraged to explore all available options as it prepares for the end of its current waste management contract in 2025, including suggestions from the community. However, the Finance Committee voted not to adopt this Article for several significant reasons:

- **An investment of this scale (over $13 million) is normally reviewed by Town Administration, appropriate departments, including Finance, and the Capital Program Committee before being presented at Town Meeting.**
- **The current waste management contract does not expire until 2025 and does not permit the Town to utilize alternate waste disposal technologies.**
- **It is unclear whether or not the proposed technology is compatible with current state law.**

SELECT BOARD COMMENT: The Board supports the Finance Committee Motion and Comment. One of the Board's Strategic Plan Goals is: "Provide data-driven recommendations on island-wide solid waste management guided by principles of sustainability". As a result, all available options will be considered for long-term solid waste disposal and management. Long-term viability of a landfill adjacent to Long Pond storm tide pathways is of critical concern.

Commented [LG1]: Keep?

ARTICLE 35
(Appropriation: Legal Opinion for Beach Access)
Carried Over from 2020 Annual Town Meeting

To see if the Town will vote to raise and appropriate or transfer from available funds a sum of money to provide funding for a legal opinion that would give a direction to allow free access to the tidal flat's in and around the coastal area's of Nantucket. By investigating indepth the rights given to the Town of Nantucket by the Proprietors in 1841 as set forth by the colonial act of 1693, but not limited to any other means that would benefit the community or take any other action relative thereto.

(Clifford J. Williams, et al)
FINANCE COMMITTEE MOTION: Moved not to adopt the Article.

ARTICLE 36
(Appropriation: Hazardous Waste)
Carried Over from 2020 Annual Town Meeting

To see if the Town will vote to: appropriate and also to raise or borrow pursuant to any applicable statute or transfer from available funds the sum of $1,000,000. 1 million dollars or the amount there of to be spent by the Department of Public Works for the design, engineering, permitting, construction, and equipping a hazardous waste collection building to improve availability of disposal and transfer. The facility should be open to the public for a minimum of 4 days per month consisting of 3 business weekdays and 1 Saturday at 4 hours each day and/or by appointment. The facility shall be directed by the Department of Public Works and may be subcontracted to a private operator; or otherwise act thereon.

(Andrew G. Lowell, et al)
FINANCE COMMITTEE MOTION: Moved not to adopt the Article.

ARTICLE 37
(Re-establish Parks and Recreation Department)
Carried Over from 2020 Annual Town Meeting

To see if the Town will vote to direct Town Administration and the Select Board to reestablish the Parks and Recreation Department beginning in Fiscal Year 2021. The Department head, who shall be appointed by the Town Manager pursuant to Section 4-4(b) of the Town Charter, shall be an individual qualified (degree college or two years experience in recreational management), and shall be responsible for the maintenance of all parks and playing fields in the Town of Nantucket which are under the jurisdiction of the Nantucket Parks and Recreation Commission. The Department Head shall be responsible for ensuring that all recreational facilities are kept in good order to serve the

public. He or she may coordinate projects with the Department of Public Works, subject to the approval of the Town Manager and the Parks and Recreation Commission. The salary and benefits shall be determined by the 2021 wage scale for the Town of Nantucket. The Department Head shall meet with the Parks and Recreation Commission on a monthly basis keeping them informed on the status of all current projects; and further to raise and appropriate or transfer from available funds a sum of money to fund the position for Fiscal Year 2021 or to take any other action relative thereto.

(Maria Zodda, et al)
FINANCE COMMITTEE MOTION: Moved not to adopt the Article.

ARTICLE 38
(Affordable and Year-round Housing Stabilization Fund)

To see if the Town will vote to dedicate, without further appropriation, into a special purpose Affordable and Year-Round Housing Stabilization Fund, created herein in accordance with M.G.L., Chapter 40, Section5B, which was accepted by the Town at the 2017 Annual Town Meeting, for the purpose of meeting affordable and year-round housing needs, two-thirds (2/3) of the local option rooms excise tax that the Town receives on the transfer of occupancy of a room in a bed and breakfast establishment, hotel, lodging house, short-term rental or motel, pursuant to its acceptance of M.G.L., Chapter 64G, Section 3A, as amended by Chapter 337 of the Acts of 2018; provided that said dedication shall take effect beginning in fiscal year 2022;

or take other action with regard thereto.

(Arthur I. Reade, Jr., et al)
FINANCE COMMITTEE MOTION: Moved not to adopt the Article.

Quantum of vote required for passage of a positive motion is 2/3

ARTICLE 39
(Zoning Map Change: CTEC to R-5 – Grey Lady Lane and Bartlett Road)

To see if the Town will vote to amend the Zoning Map of the Town of Nantucket by placing the following properties currently located in the Commercial Trade Entrepreneurship and Craft (CTEC) district in the Residential 5 (R-5) district:

MAP	LOT	NUMBER	STREET
66	701	2	Grey Lady Lane
66	702	4	Grey Lady Lane
66	703	6	Grey Lady Lane
66	704	8	Grey Lady Lane
66	705 (a portion of)	10	Grey Lady Lane
66	710 (a portion of)	9	Grey Lady Lane
66	711	7	Grey Lady Lane
66	712	5	Grey Lady Lane

66	713	3	Grey Lady Lane
66	100.5	54	Bartlett Road
66	531 (a portion of)	46	Bartlett Road

All as shown on a map entitled "2021 Annual Town Meeting Warrant Article 39 CTEC to R-5" dated October 2020 and filed herewith at the Office of the Town Clerk.

Or to take any other action related thereto.

(Select Board for Planning Board)
PLANNING BOARD MOTION: Moved that the Zoning Map of the Town of Nantucket is hereby amended by placing the following properties currently located in the Commercial Trade Entrepreneurship and Craft (CTEC) district in the Residential 5 (R-5) district:

MAP	LOT	NUMBER	STREET
66	701	2	Grey Lady Lane
66	702	4	Grey Lady Lane
66	703	6	Grey Lady Lane
66	704	8	Grey Lady Lane
66	705 (a portion of)	10	Grey Lady Lane
66	710 (a portion of)	9	Grey Lady Lane
66	711	7	Grey Lady Lane
66	712	5	Grey Lady Lane
66	713	3	Grey Lady Lane
66	100.5	54	Bartlett Road
66	531 (a portion of)	46	Bartlett Road

All as shown on a map entitled "2021 Annual Town Meeting Warrant Article 39 CTEC to R-5 Grey Lady Lane and Bartlett Road" dated October 2020.

FINANCE COMMITTEE COMMENT: The Committee supports the Planning Board Motion.

Quantum of vote required for passage of the motion is 2/3

ARTICLE 40
(Zoning Map Change: RC-2 to R-5 – 8 and 10 Appleton Road)

To see if the Town will vote to amend the Zoning Map of the Town of Nantucket by placing the following properties currently located in the Residential Commercial 2 (RC-2) district in the Residential 5 (R-5) district:

MAP	LOT	NUMBER	STREET
67	476	8	Appleton Road
66	437	10	Appleton Road

All as shown on a map entitled "2021 Annual Town Meeting Warrant Article 40 RC-2 to R-5" dated October 2020 and filed herewith at the Office of the Town Clerk.

Or to take any other action related thereto.

(Select Board for Planning Board)
PLANNING BOARD MOTION: Moved that the Zoning Map of the Town of Nantucket is hereby amended by placing the following properties currently located in the Residential Commercial 2 (RC-2) district in the Residential 5 (R-5) district:

MAP	LOT	NUMBER	STREET
67	476	8	Appleton Road
66	437	10	Appleton Road

All as shown on a map entitled "2021 Annual Town Meeting Warrant Article 40 RC-2 to R-5 8 and 10 Appleton Rd" dated October 2020.

FINANCE COMMITTEE COMMENT: The Committee supports the Planning Board Motion.

Quantum of vote required for passage of the motion is 2/3

ARTICLE 41
(Zoning Map Change: RC-2 to CTEC – Appleton Road, Bartlett Road and Perry Lane)
Carried Over from 2020 Annual Town Meeting

To see if the Town will vote to amend the Zoning Map of the Town of Nantucket by placing the following properties currently located in the Residential Commercial 2 (RC-2) district in the Commercial Trade Entrepreneurship and Craft (CTEC) district:

MAP	LOT	NUMBER	STREET
66	19	32	Bartlett Road
67	110	30	Bartlett Road
67	111	28½	Bartlett Road
67	478	28	Bartlett Road
67	901	26	Bartlett Road
67	900	26½	Bartlett Road
67	425.5	24	Bartlett Road
67	900.1	1A	Perry Lane
67	902	1	Perry Lane
67	903	3	Perry Lane
67	112.3	5	Perry Lane
67	112.4	7	Perry Lane
67	112.5	9	Perry Lane
67	112.6	11	Perry Lane
67	112.1	12	Perry Lane

67	425.1	10	Perry Lane
67	425.2	8	Perry Lane
67	425.3	6	Perry Lane
67	425.4	4	Perry Lane

All as shown on a map entitled "2021 Annual Town Meeting Warrant Article 41 RC-2 to CTEC" dated October 2020 and filed herewith at the Office of the Town Clerk.

Or to take any other action related thereto.

(Select Board for Planning Board)
PLANNING BOARD MOTION: Moved that the Zoning Map of the Town of Nantucket is hereby amended by placing the following properties currently located in the Residential Commercial 2 (RC-2) district in the Commercial Trade Entrepreneurship and Craft (CTEC) district:

MAP	LOT	NUMBER	STREET
66	19	32	Bartlett Road
67	110	30	Bartlett Road
67	111	28½	Bartlett Road
67	478	28	Bartlett Road
67	901	26	Bartlett Road
67	900	26½	Bartlett Road
67	425.5	24	Bartlett Road
67	900.1	1A	Perry Lane
67	902	1	Perry Lane
67	903	3	Perry Lane
67	112.3	5	Perry Lane
67	112.4	7	Perry Lane
67	112.5	9	Perry Lane
67	112.6	11	Perry Lane
67	112.1	12	Perry Lane
67	425.1	10	Perry Lane
67	425.2	8	Perry Lane
67	425.3	6	Perry Lane
67	425.4	4	Perry Lane

All as shown on a map entitled "2021 Annual Town Meeting Warrant Article 41 RC-2 to CTEC Appleton Rd, Bartlett Rd, and Perry Ln" dated October 2020.

FINANCE COMMITTEE COMMENT: The Committee supports the Planning Board Motion.

Quantum of vote required for passage of the motion is 2/3

ARTICLE 42
(Zoning Map Change: R-5 to CN - Bartlett Road and Young's Way)

To see if the Town will vote to amend the Zoning Map of the Town of Nantucket by placing the following properties currently located in the Residential 5 (R-5) district in the Commercial Neighborhood (CN) district:

MAP	LOT	NUMBER	STREET
67	113.1	18	Bartlett Road
67	876	18 (R)	Bartlett Road
68	238	1	Young's Way

All as shown on a map entitled "2021 Annual Town Meeting Warrant Article 42 R-5 to CN" dated October 2020 and filed herewith at the Office of the Town Clerk.

Or to take any other action related thereto.

(Select Board for Planning Board)

PLANNING BOARD MOTION: Moved that the Zoning Map of the Town of Nantucket is hereby amended by placing the following properties currently located in the Residential 5 (R-5) district in the Commercial Neighborhood (CN) district:

MAP	LOT	NUMBER	STREET
67	**113.1**	**18**	**Bartlett Road**
67	**876**	**18 (R)**	**Bartlett Road**
68	**238**	**1**	**Young's Way**

All as shown on a map entitled "2021 Annual Town Meeting Warrant Article 42 R-5 to CN Bartlett Road and Young's Way" dated October 2020.
FINANCE COMMITTEE COMMENT: The Committee supports the Planning Board Motion.

Quantum of vote required for passage of the motion is 2/3

ARTICLE 43
(Zoning Map Change: RC-2 to R-5 and/or CN – 33 Old South Road and 24 Ticcoma Way)

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

1. By placing the following properties currently located in the Residential Commercial 2 (RC-2) district in the Residential 5 (R-5) district:

MAP	LOT	NUMBER	STREET
68	4	33	Old South Road (a portion of)
67	50	24	Ticcoma Way

2. By placing the following property currently located in the Residential Commercial 2 (RC-2) district in the Commercial Neighborhood (CN) district:

MAP	LOT	NUMBER	STREET
68	4	33	Old South Road (a portion of)

All as shown on a map entitled "2020 Annual Town Meeting Warrant Article 43 RC-2 to R-5 and CN" dated October 2020.

Or to take any other action related thereto.

(Select Board for Planning Board)
PLANNING BOARD MOTION: Moved that the Zoning Map of the Town of Nantucket is hereby amended by taking the following actions:

1. **By placing the following properties currently located in the Residential Commercial 2 (RC-2) district in the Residential 5 (R-5) district:**

MAP	LOT	NUMBER	STREET
68	4	33	Old South Road (a portion of)
67	50	24	Ticcoma Way

2. **By placing the following property currently located in the Residential Commercial 2 (RC-2) district in the Commercial Neighborhood (CN) district:**

MAP	LOT	NUMBER	STREET
68	4	33	Old South Road (a portion of)

All as shown on a map entitled "2020 Annual Town Meeting Warrant Article 43 RC-2 to R-5 and CN 33 Old South Rd and 33 Ticcoma Way" dated October 2020.

FINANCE COMMITTEE COMMENT: The Committee supports the Planning Board Motion.

Quantum of vote required for passage of the motion is 2/3

ARTICLE 44
(Zoning Map Change: RC-2 to R-5 – Toms Way)

To see if the Town will vote to amend the Zoning Map of the Town of Nantucket by placing the following properties currently located in the Residential Commercial 2 (RC-2) district in the Residential 5 (R-5) district:

MAP	LOT	NUMBER	STREET
68	78	22	Toms Way
68	77	20	Toms Way

67	44	18	Toms Way
67	45	16	Toms Way
67	46	14	Toms Way
67	47	12	Toms Way
67	51	10	Toms Way
67	52	8	Toms Way
67	53	6	Toms Way
67	54	4	Toms Way
67	55	22	Ticcoma Way

All as shown on a map entitled "2021 Annual Town Meeting Warrant Article 44 RC-2 to R-5" dated October 2020 and filed herewith at the Office of the Town Clerk.

Or to take any other action related thereto.

(Select Board for Planning Board)
PLANNING BOARD MOTION: Moved that the Zoning Map of the Town of Nantucket is hereby amended by placing the following properties currently located in the Residential Commercial 2 (RC-2) district in the Residential 5 (R-5) district:

MAP	LOT	NUMBER	STREET
68	78	22	Toms Way
68	77	20	Toms Way
67	44	18	Toms Way
67	45	16	Toms Way
67	46	14	Toms Way
67	47	12	Toms Way
67	51	10	Toms Way
67	52	8	Toms Way
67	53	6	Toms Way
67	54	4	Toms Way
67	55	22	Ticcoma Way

All as shown on a map entitled "2021 Annual Town Meeting Warrant Article 44 RC-2 to R-5 Toms Way and Ticcoma Way" dated October 2020.

FINANCE COMMITTEE COMMENT: The Committee supports the Planning Board Motion.

Quantum of vote required for passage of the motion is 2/3

ARTICLE 45
(Zoning Map Change: RC to CN – Francis, Union, and Washington Streets, and Salt Marsh Way)

To see if the Town will vote to amend the Zoning Map of the Town of Nantucket by placing the following properties currently located in the Residential Commercial (RC) district in the Commercial Neighborhood (CN) district:

MAP	LOT	NUMBER	STREET
42.2.3	20	80B	Washington Street
42.2.3	20.2	80C	Washington Street
42.2.3	20.3	80D	Washington Street
42.2.3	20.4	80E	Washington Street
42.2.3	20.5	80F	Washington Street
42.2.3	20.6	80G	Washington Street
42.2.3	20.7	80H	Washington Street
42.2.3	25	81	Washington Street
42.2.3	24	81	Washington Street
42.2.3	23	83	Washington Street
55.1.4	81	89	Washington Street
55.1.4	109	89A	Washington Street
55.1.4	110	89B	Washington Street
55.1.4	111	89C	Washington Street
55.1.4	112	89D	Washington Street
42.2.3	21	90	Washington Street
55.1.4	5	91	Washington Street
42.2.3	22	92	Washington Street
55.1.4	7	95	Washington Street
55.1.4	8	96	Washington Street
55.1.4	6.1	97	Washington Street
55.1.4	6	97	Washington Street
55.1.4	36	11	Salt Marsh Way
55.1.4	35	9B	Salt Marsh Way
55.1.4	69	70	Union Street
55.1.4	66	64	Union Street
55.1.4	64	58	Union Street
55.1.4	33	56	Union Street
55.1.4	32	54	Union Street
55.1.4	3	52	Union Street
55.1.4	4	2	Francis Street

All as shown on a map entitled “2021 Annual Town Meeting Warrant Article 45 RC to CN” dated October 2020 and filed herewith at the Office of the Town Clerk.

Or to take any other action related thereto.

(Select Board for Planning Board)
PLANNING BOARD MOTION: Moved that the Zoning Map of the Town of Nantucket is hereby amended by placing the following properties currently located in the Residential Commercial (RC) district in the Commercial Neighborhood (CN) district:

MAP	LOT	NUMBER	STREET
42.2.3	20	80B	Washington Street
42.2.3	20.2	80C	Washington Street
42.2.3	20.3	80D	Washington Street
42.2.3	20.4	80E	Washington Street
42.2.3	20.5	80F	Washington Street
42.2.3	20.6	80G	Washington Street
42.2.3	20.7	80H	Washington Street
42.2.3	25	81	Washington Street
42.2.3	24	81	Washington Street
42.2.3	23	83	Washington Street
55.1.4	81	89	Washington Street
55.1.4	109	89A	Washington Street
55.1.4	110	89B	Washington Street
55.1.4	111	89C	Washington Street
55.1.4	112	89D	Washington Street
42.2.3	21	90	Washington Street
55.1.4	5	91	Washington Street
42.2.3	22	92	Washington Street
55.1.4	7	95	Washington Street
55.1.4	8	96	Washington Street
55.1.4	6.1	97	Washington Street
55.1.4	6	97	Washington Street
55.1.4	36	11	Salt Marsh Way
55.1.4	35	9B	Salt Marsh Way
55.1.4	69	70	Union Street
55.1.4	66	64	Union Street
55.1.4	64	58	Union Street
55.1.4	33	56	Union Street
55.1.4	32	54	Union Street
55.1.4	3	52	Union Street
55.1.4	4	2	Francis Street

All as shown on a map entitled "2021 Annual Town Meeting Warrant Article 45 RC to CN Francis, Union, and Washington Streets, and Salt Marsh Way" dated October 2020.

FINANCE COMMITTEE COMMENT: The Committee supports the Planning Board Motion.

Quantum of vote required for passage of the motion is 2/3

ARTICLE 46
(Zoning Map Change: R-20 and LUG-2 to VR – Osprey and Tautemo Way, and Hummock Pond Road)

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

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

MAP	LOT	NUMBER	STREET
83	26	251	Hummock Pond Road
83	25	249	Hummock Pond Road
83	29.4	257	Hummock Pond Road
83	29	253	Hummock Pond Road
82	42	241	Hummock Pond Road
82	32	245	Hummock Pond Road
82	43	243	Hummock Pond Road
82	38	233	Hummock Pond Road
82	39	235	Hummock Pond Road
82	41	239	Hummock Pond Road
83	15	17	Osprey Way
83	21	16	Osprey Way
82	33	14	Osprey Way
82	44	12	Osprey Way
83	18	21 (a portion of)	Osprey Way
83	16	19	Osprey Way
83	10	23 (a portion of)	Osprey Way
82	35	13 (a portion of)	Osprey Way
82	37	5	Osprey Way
82	3	11 (a portion of)	Osprey Way
82	40	8	Osprey Way
82	4	7 (a portion of)	Osprey Way
82	5	3 (a portion of)	Osprey Way
83	27	2	Tautemo Way
83	23	1	Tautemo Way
83	28	4	Tautemo Way
83	22	3	Tautemo Way
83	19	6	Tautemo Way
83	20	5	Tautemo Way

83	17	7	Tautemo Way
83	11	10 (a portion of)	Tautemo Way
83	12	12 (a portion of)	Tautemo Way
83	13	14 (a portion of)	Tautemo Way
82	2	20 (a portion of)	Tautemo Way
83	14	16 (a portion of)	Tautemo Way
82	1	18 (a portion of)	Tautemo Way

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

MAP	LOT	NUMBER	STREET
83	9	27	Osprey Way
83	18 (a portion of)	21	Osprey Way
83	10 (a portion of)	23	Osprey Way
82	35 (a portion of)	13	Osprey Way
82	3 (a portion of)	11	Osprey Way
82	4 (a portion of)	7	Osprey Way
82	5 (a portion of)	3	Osprey Way
83	11 (a portion of)	10	Osprey Way
83	12 (a portion of)	12	Tautemo Way
83	13 (a portion of)	14	Tautemo Way
82	2 (a portion of)	20	Tautemo Way
83	14 (a portion of)	16	Tautemo Way
82	1 (a portion of)	18	Tautemo Way

3. By placing the following properties currently located in the Residential 20 (R-20) district within the Village Residential (VR) district:

MAP	LOT	NUMBER	STREET
65	20.4 (a portion of)	209	Hummock Pond Road
65	20.3 (a portion of)	207	Hummock Pond Road
65	20.2	205	Hummock Pond Road
65	22	199	Hummock Pond Road
65	26	193	Hummock Pond Road
65	26.1	191	Hummock Pond Road
65	21 (a portion of)	201	Hummock Pond Road
65	22.1 (a portion of)	199A	Hummock Pond Road
65	23 (a portion of)	195-195B	Hummock Pond Road
65	24 (a portion of)	205R	Hummock Pond Road
65	27	189	Hummock Pond Road
65	74	187	Hummock Pond Road

4. By placing the following properties currently located in the Limited Use General 2 (LUG-2) district within the Village Residential (VR) district:

MAP	LOT	NUMBER	STREET
65	20.4 (a portion of)	209	Hummock Pond Road
65	20.3 (a portion of)	207	Hummock Pond Road
65	21 (a portion of)	201	Hummock Pond Road
65	22.1 (a portion of)	199A	Hummock Pond Road
65	23 (a portion of)	195-195B	Hummock Pond Road
65	24 (a portion of)	205	Hummock Pond Road

All as shown on a map entitled "2021 Annual Town Meeting Warrant Article 46 R-20 and LUG-2 to VR" dated October 2020 and filed herewith at the Office of the Town Clerk.

Or to take any other action related thereto.

(Select Board for Planning Board)
PLANNING BOARD MOTION: Moved that the Zoning Map of the Town of Nantucket is hereby amended by taking the following actions:

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

MAP	LOT	NUMBER	STREET
83	26	251	Hummock Pond Road
83	25	249	Hummock Pond Road
83	29.4	257	Hummock Pond Road
83	29	253	Hummock Pond Road
82	42	241	Hummock Pond Road
82	32	245	Hummock Pond Road
82	43	243	Hummock Pond Road
82	38	233	Hummock Pond Road
82	39	235	Hummock Pond Road
82	41	239	Hummock Pond Road
83	15	17	Osprey Way
83	21	16	Osprey Way
82	33	14	Osprey Way
82	44	12	Osprey Way
83	18	21 (a portion of)	Osprey Way
83	16	19	Osprey Way
83	10	23 (a portion of)	Osprey Way
82	35	13 (a portion of)	Osprey Way
82	37	5	Osprey Way

82	3	11 (a portion of)	Osprey Way
82	40	8	Osprey Way
82	4	7 (a portion of)	Osprey Way
82	5	3 (a portion of)	Osprey Way
83	27	2	Tautemo Way
83	23	1	Tautemo Way
83	28	4	Tautemo Way
83	22	3	Tautemo Way
83	19	6	Tautemo Way
83	20	5	Tautemo Way
83	17	7	Tautemo Way
83	11	10 (a portion of)	Tautemo Way
83	12	12 (a portion of)	Tautemo Way
83	13	14 (a portion of)	Tautemo Way
82	2	20 (a portion of)	Tautemo Way
83	14	16 (a portion of)	Tautemo Way
82	1	18 (a portion of)	Tautemo Way

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

MAP	LOT	NUMBER	STREET
83	9	27	Osprey Way
83	18 (a portion of)	21	Osprey Way
83	10 (a portion of)	23	Osprey Way
82	35 (a portion of)	13	Osprey Way
82	3 (a portion of)	11	Osprey Way
82	4 (a portion of)	7	Osprey Way
82	5 (a portion of)	3	Osprey Way
83	11 (a portion of)	10	Osprey Way
83	12 (a portion of)	12	Tautemo Way
83	13 (a portion of)	14	Tautemo Way
82	2 (a portion of)	20	Tautemo Way
83	14 (a portion of)	16	Tautemo Way
82	1 (a portion of)	18	Tautemo Way

3. By placing the following properties currently located in the Residential 20 (R-20) district within the Village Residential (VR) district:

MAP	LOT	NUMBER	STREET
65	20.4 (a portion of)	209	Hummock Pond Road
65	20.3 (a portion of)	207	Hummock Pond Road

65	20.2	205	Hummock Pond Road
65	22	199	Hummock Pond Road
65	26	193	Hummock Pond Road
65	26.1	191	Hummock Pond Road
65	21 (a portion of)	201	Hummock Pond Road
65	22.1 (a portion of)	199A	Hummock Pond Road
65	23 (a portion of)	195-195B	Hummock Pond Road
65	24 (a portion of)	205R	Hummock Pond Road
65	27	189	Hummock Pond Road
65	74	187	Hummock Pond Road

4. By placing the following properties currently located in the Limited Use General 2 (LUG-2) district within the Village Residential (VR) district:

MAP	LOT	NUMBER	STREET
65	20.4 (a portion of)	209	Hummock Pond Road
65	20.3 (a portion of)	207	Hummock Pond Road
65	21 (a portion of)	201	Hummock Pond Road
65	22.1 (a portion of)	199A	Hummock Pond Road
65	23 (a portion of)	195-195B	Hummock Pond Road
65	24 (a portion of)	205	Hummock Pond Road

All as shown on a map entitled "2021 Annual Town Meeting Warrant Article 46 R-20 and LUG-2 to VR Osprey and Tautemo Way, and Hummock Pond Road" dated October 2020.

PLANNING BOARD COMMENT: The lots subject to this article are located within the Country Overlay District and the Hummock Pond Watershed. Rezoning these properties to Village Residential (VR) reduces potential ground cover in the aggregate and removes the allowance of swimming pools by-right. This change to VR is consistent with goals established in the 2009 Master Plan and more closely aligns future development potential with the surrounding area.

FINANCE COMMITTEE COMMENT: The Committee supports the Planning Board Motion.

Quantum of vote required for passage of the motion is 2/3

ARTICLE 47

(Zoning Bylaw Amendment and Zoning Map Amendment: Technical Amendments)

To see if the Town will vote to amend Chapter 139 (Zoning) of the Code of the Town of Nantucket and to amend the Zoning Map, as follows *(NOTE: new language is shown as highlighted text, language to be deleted is shown by strikeout; these methods to denote changes are not meant to become part of the final text and, further, that non-*

sustentative changes to the numbering of this bylaw be permitted in order that it be in compliance with the numbering format of the Code of the Town of Nantucket):

1. Amend section 2A (definitions) as follows:

APARTMENT
A dwelling unit located within a commercial structure or detached structures on the same lot with a commercial use. An apartment(s) shall not occupy more than 50% of the first floor area of the commercial structure(s)…

2. Amend section 8B as follows:

QUALIFIED FAMILY MEMBER
The owner of the lot at the time the lot was subdivided into ~~primary and~~ secondary lots and the owner's spouse, and their parents, grandparents, children, brothers and sisters, or as otherwise defined within the Nantucket Housing Needs Program regulations or guidelines.

3. Amend section 8D(3)(c) as follows:

A minimum of ~~O~~one of the two lots shall be subject to an NHNC-Ownership Form, which shall provide, without limitation, that the owner of that lot shall earn at or below 150% of the Nantucket County median household income, or the lot shall be subject to a qualified family member deed restriction…

4. Amend section 12G(3)(b) as follows:

In reviewing a use or expansion requiring ~~either a minor or major~~ site plan review within the MIPOD, the Planning Board and/or the Director of Planning or his designee shall make a determination that the proposed use or improvements are generally consistent with site plan review standards contained in § 139-23, and with the standards set down in this § 139-12G.

5. Amend section 30H as follows:

Effect of zoning amendments on special permits issued. Construction or operation under a special permit shall conform to any subsequent amendment of this chapter unless the use or construction is commenced within a period of not ~~less~~ more than 12 months after the issuance of the special permit and, in cases involving construction, is continued through to completion as continuously and expeditiously as is reasonable.

6. Amend section 33B(1) as follows:

Unless the use or construction is commenced within a period of not more than ~~six~~ 12 months after the issuance of the permit; and

7. Amend the Zoning Map by placing a portion of the following properties currently located in the Residential 40 (R-40) district in the Residential 1 (R-1) district:

Map	Lot	Number	Street
55	928	8	Red Mill Lane
55	927	3	Old Mill Court
55	926	5	Old Mill Court
55	925	4	Old Mill Court

NOTE: The portion of these lots located in the R-40 district was formerly a portion of a paper street. The majority of these lots are located within the R-1 district.

Or to take any other action related thereto.

(Select Board for Planning Board)
PLANNING BOARD MOTION: Moved that Chapter 139 (Zoning) of the Code of the Town of Nantucket and the Zoning Map are hereby amended as follows *(NOTE: new language is shown as highlighted text, language to be deleted is shown by strikeout; these methods to denote changes are not meant to become part of the final text and, further, that non-sustentative changes to the numbering of this bylaw be permitted in order that it be in compliance with the numbering format of the Code of the Town of Nantucket):*

1. **Amend section 2A (definitions) as follows:**

APARTMENT
A dwelling unit located within a commercial structure or detached structures on the same lot with a commercial use. An apartment(s) shall not occupy more than 50% of the first floor area of the commercial structure(s)…

2. **Amend section 8B as follows:**

QUALIFIED FAMILY MEMBER
The owner of the lot at the time the lot was subdivided into ~~primary and~~ secondary lots and the owner's spouse, and their parents, grandparents, children, brothers and sisters, or as otherwise defined within the Nantucket Housing Needs Program regulations or guidelines.

3. **Amend section 8D(3)(c) as follows:**

A minimum of ~~O~~one of the two lots shall be subject to an NHNC-Ownership Form, which shall provide, without limitation, that the owner of that lot shall earn at or below 150% of the Nantucket County median household income, or the lot shall be subject to a qualified family member deed restriction…

4. **Amend section 12G(3)(b) as follows:**

In reviewing a use or expansion requiring ~~either a minor or major~~ site plan review within the MIPOD, the Planning Board and/or the Director of Planning or his designee shall make a determination that the proposed use or improvements are generally consistent with site plan review standards contained in § 139-23, and with the standards set down in this § 139-12G.

5. Amend section 30H as follows:

Effect of zoning amendments on special permits issued. Construction or operation under a special permit shall conform to any subsequent amendment of this chapter unless the use or construction is commenced within a period of not ~~less~~ more than 12 months after the issuance of the special permit and, in cases involving construction, is continued through to completion as continuously and expeditiously as is reasonable.

6. Amend section 33B(1) as follows:

Unless the use or construction is commenced within a period of not more than ~~six~~ 12 months after the issuance of the permit; and

7. Amend the Zoning Map by placing a portion of the following properties currently located in the Residential 40 (R-40) district in the Residential 1 (R-1) district:

Map	Lot	Number	Street
55	928	8	Red Mill Lane
55	927	3	Old Mill Court
55	926	5	Old Mill Court
55	925	4	Old Mill Court

All as shown on a map entitled "2021 Annual Town Meeting Warrant Article 47 R-40 to R-1 Red Mill Lane and Old Mill Court" dated October 2020.

NOTE: The portion of these lots located in the R-40 district was formerly a portion of a paper street. The majority of these lots are located within the R-1 district.
FINANCE COMMITTEE COMMENT: The Committee supports the Planning Board Motion.

Quantum of vote required for passage of the motion is 2/3

ARTICLE 48
(Zoning Bylaw Amendment: Swimming Pool - Residential)

To see if the Town will vote to amend Chapter 139 (Zoning) of the Code of the Town of Nantucket, by taking the following actions *(NOTE: new language is shown as highlighted text, language to be deleted is shown by strikeout; these methods to denote changes are not meant to become part of the final text and, further, that non-sustentative changes to the numbering of this bylaw be permitted in order that it be in compliance with the numbering format of the Code of the Town of Nantucket)*:

1. Amend section 2A (definitions) as follows:

SWIMMING POOL - RESIDENTIAL
A structure designed …

- In the VR District only…

- In the R-1, SR-1, R-5, and R-5L districts only, the following criteria must be met: (1) a minimum lot area of 7,500 square feet is required, and (2) side and rear yard setbacks of 10 feet shall apply to the residential swimming pool and associated mechanical equipment. This requirement shall apply to residential swimming pools for which a building permit is issued after September 30, 2021.

2. Amend section 7A (use chart) by replacing "A" with "A with lot ≥ 7,500 sq ft" in the "Swimming pool - residential" row in the R-1/SR-1 and R-5/R-5L columns.

Or, to take any other action related thereto.

(Select Board for Planning Board)
PLANNING BOARD MOTION: Moved that Chapter 139 (Zoning) of the Code of the Town of Nantucket is hereby amended by taking the following actions *(NOTE: new language is shown as highlighted text, language to be deleted is shown by strikeout; these methods to denote changes are not meant to become part of the final text and, further, that non-sustentative changes to the numbering of this bylaw be permitted in order that it be in compliance with the numbering format of the Code of the Town of Nantucket)*:

1. **Amend section 2A (definitions) as follows:**

   SWIMMING POOL - RESIDENTIAL
   A structure designed …

   - **In the VR District only…**

   - **In the R-1, SR-1, R-5, and R-5L districts only, the following criteria must be met: (1) a minimum lot area of 7,500 square feet is required, and (2) side and rear yard setbacks of 10 feet shall apply to the residential swimming pool and associated mechanical equipment. This requirement shall apply to residential swimming pools for which a building permit is issued after September 30, 2021.**

2. **Amend section 7A (use chart) by replacing "A" with "A with lot ≥ 7,500 sq ft" in the "Swimming pool - residential" row in the R-1/SR-1 and R-5/R-5L columns.**

PLANNING BOARD COMMENT: This article reflects several years of deliberation by the Planning Board and received its unanimous support. It only addresses lots under 7,500 square feet in the R-1/SR-1 and the R-5/R-5L districts - not the island as a whole.

In the proposed coverage area there have been a number of concerns including, the adverse effects of the impervious surface associated with swimming pools resulting in additional stormwater runoff affecting other properties and roads in areas prone to flooding. In addition, noise and lights associated with pool operation has an increased effect on neighbors abutting smaller lots, and in the areas closer to downtown, the historic character may be adversely impacted. The article imposes slightly increased setbacks to address these concerns, but in effect allows property owners with sufficient land in the subject districts to choose how to allocate their space (for example, depending on the available land, they might opt for a pool in lieu of a secondary dwelling).

FINANCE COMMITTEE COMMENT: Finance Committee does not support the Planning Board motion.

Quantum of vote required for passage of the motion is 2/3

ARTICLE 49
(Zoning Map Change: RC-2 to CN and/or LUG-2, and LUG-2 to CN – Bartlett Farm Road)

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

1. By placing a portion of the following properties currently located in the Residential Commercial 2 (RC-2) zoning district in the Commercial Neighborhood (CN) district:

Map	Parcel	Number	Street
82	502	23 (portion of)	Bartlett Farm Road
82	503	33 (portion of)	Bartlett Farm Road
65	16	39 (portion of)	Bartlett Farm Road

2. By placing a portion of the following properties currently located in the Limited Use General 2 (LUG-2) zoning district in the Commercial Neighborhood (CN) district:

Map	Parcel	Number	Street
65	16.1	19 (portion of)	Bartlett Farm Road
65	16	39 (portion of)	Bartlett Farm Road
82	602	23 (portion of)	Bartlett Farm Road
82	503	33 (portion of)	Bartlett Farm Road

3. By placing the following property currently located in the Residential Commercial 2 (RC-2) zoning district in the Limited Use General 2 (LUG-2) zoning district:

Map	Parcel	Number	Street
65	92	30	Bartlett Farm Road

(John W. Bartlett, et al)
PLANNING BOARD MOTION: Moved that the Zoning Map of the Town of Nantucket is hereby amended by taking the following actions:

1. **By placing a portion of the following properties currently located in the Residential Commercial 2 (RC-2) zoning district in the Commercial Neighborhood (CN) district:**

Map	Parcel	Number	Street
82	502	23 (portion of)	Bartlett Farm Road
82	503	33 (portion of)	Bartlett Farm Road
65	16	39 (portion of)	Bartlett Farm Road

2. **By placing a portion of the following properties currently located in the Limited Use General 2 (LUG-2) zoning district in the Commercial Neighborhood (CN) district:**

Map	Parcel	Number	Street
65	16.1	19 (portion of)	Bartlett Farm Road
65	16	39 (portion of)	Bartlett Farm Road
82	602	23 (portion of)	Bartlett Farm Road
82	503	33 (portion of)	Bartlett Farm Road

3. **By placing the following property currently located in the Residential Commercial 2 (RC-2) zoning district in the Limited Use General 2 (LUG-2) zoning district:**

Map	Parcel	Number	Street
65	92 (a portion of)	30	Bartlett Farm Road
82	500 (a portion of)	41	Bartlett Farm Road

All as shown on a map entitled "2021 Annual Town Meeting Warrant Article 49 RC-2 to CN and/or LUG-2 and LUG-2 to CN Bartlett Farm Road" dated March 2021.

FINANCE COMMITTEE COMMENT: The Committee supports the Planning Board Motion.

Quantum of vote required for passage of the motion is 2/3

ARTICLE 50
(Zoning Map Change: R-5 to CN – 10 and 12 Young's Way)

To see if the Town will vote to amend the Zoning Map of the Town of Nantucket by placing the following properties currently located in the Residential -5 (R-5) zoning district in the Commercial Neighborhood (CN) district:

Map	Parcel	Number	Street
68	243	10	Youngs Way
68	244	12	Youngs Way

(David A. Schulz, et al)
PLANNING BOARD MOTION: Moved that the Zoning Map of the Town of Nantucket is hereby amended by placing the following properties currently located in the Residential - 5 (R-5) zoning district in the Commercial Neighborhood (CN) district:

Map	Parcel	Number	Street
68	243	10	Youngs Way
68	244	12	Youngs Way

All as shown on a map entitled "2021 Annual Town Meeting Warrant Article 50: R-5 to CN 10 and 12 Young's Way" dated February 2021.

FINANCE COMMITTEE COMMENT: The Committee supports the Planning Board Motion.

Quantum of vote required for passage of the motion is 2/3

ARTICLE 51
(Zoning Map Change: SR-10 to SR-1 or SOH – 10 Clifton Street)

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

1. Placing the following property currently located in the Sconset Residential-10 (SR-10) Zoning District in the Sconset Residential-1 (SR-1) Zoning District or the Sconset Old Historic District (SOH):

10 Clifton Street, Nantucket Tax Assessor's Map 73.4.1, Parcel 30

(John Brescher, et al)
PLANNING BOARD MOTION: Moved to take no action on the Article.

PLANNING BOARD COMMENT: The Planning Board determined that rezoning this property at this time is premature since an update to the Sconset Area Plan is underway, and the workgroup will be looking at zoning alternatives for all properties in Sconset that are currently within the SR-1 district.

FINANCE COMMITTEE COMMENT: The Committee supports the Planning Board Motion.

Quantum of vote required for passage of the motion is 2/3

ARTICLE 52
(Zoning Map Change: R-10 to CN – 3 Cobble Court)
Carried Over from 2020 Annual Town Meeting

To see if the Town will vote to amend the Zoning Map of the Town of Nantucket by placing the following property currently located in the Residential 10 (R-10) district in the Commercial Neighborhood (CN) district:

Map	Parcel	Number	Street
55	260	3	Cobble Court

All as shown on the attached map.

Or to take any other action related thereto.

(Susan C. Ottison, et al)
PLANNING BOARD MOTION: Moved that the Zoning Map of the Town of Nantucket is hereby amended by placing the following property currently located in the Residential 10 (R-10) district in the Commercial Neighborhood (CN) district:

Map	Parcel	Number	Street
55	260	3	Cobble Court

All as shown on a map entitled "2021 Annual Town Meeting Warrant Article 52: R-10 to CN 3 Cobble Court" dated February 2021.

FINANCE COMMITTEE COMMENT: The Committee supports the Planning Board Motion.

Quantum of vote required for passage of the motion is 2/3

ARTICLE 53
(Zoning Map Change: VR to VN – Polpis Road and Chatham Road)
Carried Over from 2020 Annual Town Meeting

To see of the Town will vote to take the following actions in regard to the following property:

Map	Lot	Number	Street
54	128/188	2	Polpis Road
54	187	4	Polpis Road
54	186	11	Chatham Road
54	125	13	Chatham Road
54	124	10	Polpis Road
54	183	12	Polpis Road
54	181	16	Polpis Road
54	180	18	Polpis Road

1) Amend the Zoning Map of the Town of Nantucket by placing the foregoing properties, currently located in the Village-Residential (V-R) district, to the Village-Neighborhood (VN) zoning district.

All as shown on the attached map.

Or to take any other action related thereto.

(Robert Von Kampen, et al)
PLANNING BOARD MOTION: Moved to take no action on the Article.

FINANCE COMMITTEE COMMENT: The Committee supports the Planning Board Motion.

Quantum of vote required for passage of the motion is 2/3

ARTICLE 54
(Zoning Map Change: VR to R-20 – Chatham Road, Monomoy Road, Milestone Road and Polpis Road)

To see if the Tow will vote to take the following actions in regard to the following properties:

Map	Lot	Number	Street
54	48	1	Chatham Road
54	135	3	Chatham Road
54	68	1	Monomoy Road
54	136	5	Monomoy Road
54	130	16B	Milestone Road
54	130.8	16A	Milestone Road
54	130.2	16C	Milestone Road
54	130.3	16D	Milestone Road
54	130.4	16E	Milestone Road
54	130.5	16F	Milestone Road
54	130.6	16G	Milestone Road
54	130.7	16H	Milestone Road
54	128/188	2	Polpis Road
54	187	4	Polpis Road
54	186	11	Chatham Road
54	125	13	Chatham Road
54	124	10	Polpis Road
54	183	12	Polpis Road
54	181	16	Polpis Road
54	180	18	Polpis Road

(1) To place the foregoing properties noted, into the Town Overlay district; and,

(2) Amend the Zoning Map of the Town of Nantucket by placing the foregoing properties noted, currently located in the Village-Residential (V-R) district, in the Residential-20 (R-20) zoning district.

All as shown on the attached map.

Or to take any other action related thereto.

(Robert Von Kampen, et al)
PLANNING BOARD MOTION: Moved that the Zoning Map of the Town of Nantucket is hereby amended by placing the following properties currently located in the Village Residential (VR) district in the Residential 20 (R-20) district, and, to amend Chapter 139 (Zoning) of the Code of the Town of Nantucket, section 4E, by amending the Map entitled "Town and Country Designations" by placing the following properties currently located in the Country Overlay District in the Town Overlay District:

Map	Lot	Number	Street
54	48	1	Chatham Road
54	135	3	Chatham Road
54	132	5	Chatham Road
54	68	1	Monomoy Road
54	136	5	Monomoy Road
54	47	8	Milestone Road
54	133	10	Milestone Road
54	130	16B	Milestone Road
54	130.8	16A	Milestone Road
54	130.2	16C	Milestone Road
54	130.3	16D	Milestone Road
54	130.4	16E	Milestone Road
54	130.5	16F	Milestone Road
54	130.6	16G	Milestone Road
54	130.7	16H	Milestone Road
54	128/188	2	Polpis Road
54	187	4	Polpis Road
54	186	11	Chatham Road
54	125	13	Chatham Road
54	124	10	Polpis Road
54	183	12	Polpis Road
54	181	16	Polpis Road
54	180	18	Polpis Road

All as shown on a map entitled "2021 Annual Town Meeting Warrant Article 54: Zoning Map Change VR to R-20 and Town and Country Overlay District Change: Chatham Road, Monomoy Road, Milestone Road, and Polpis Road" dated February 2021.

FINANCE COMMITTEE COMMENT: The Committee supports the Planning Board Motion.

Quantum of vote required for passage of the motion is 2/3

ARTICLE 55
(Zoning Map Change: LUG-1 to R-20 – Chatham Road)

To see if the Town will vote to take the following actions in regard to the following properties:

Map	Lot	Number	Street
54	229	10	Chatham Road
54	230	8	Chatham Road

(1) To place the foregoing properties noted, into the Town Overlay district; and,

(2) Amend the Zoning Map of the Town of Nantucket by placing the foregoing properties noted, currently located in the Limited Use General – 1 (LUG-1) district, in the Residential-20 (R-20) zoning district.

All as shown on the attached map.

Or to take any other action related thereto.

(Diane Ryder, et al)

PLANNING BOARD MOTION: Moved that the Zoning Map of the Town of Nantucket is hereby amended by placing the following properties currently located in the Limited Use General 1 (LUG-1) district in the Residential 20 (R-20) district, and, to amend Chapter 139 (Zoning) of the Code of the Town of Nantucket, section 4E, by amending the Map entitled "Town and Country Designations" by placing the following properties currently located in the Country Overlay District in the Town Overlay District:

Map	Lot	Number	Street
54	229	10	Chatham Road
54	230	8	Chatham Road

All as shown on a map entitled "2021 Annual Town Meeting Warrant Article 55: Zoning Map Change LUG-1 to VR and Town and Country Overlay District Change: Chatham Road" dated February 2021.

PLANNING BOARD COMMENT: The Planning Board based its recommendation on a restriction offered by the applicant to reduce additional lots that may be created by this rezoning to 1. The creation of an additional lot in this location is consistent with the scale and density of surrounding properties.

FINANCE COMMITTEE COMMENT: The Committee supports the Planning Board Motion.

Quantum of vote required for passage of the motion is 2/3

ARTICLE 56
(Zoning Map Change: LUG-1 to VR – 8 and 10 Chatham Road)

To see if the Town will vote to: Approve the zoning map change from the existing LUG-1 zone to the VR zone affecting the following properties;

8 CHATHAM ROAD, identified as Nantucket Assessor's Map-54, Parcel-230 which property is immediately across the road from the existing VR zone;

10 CHATHAM ROAD, identified as Assessor's Map-54, Parcel-229, which property is immediately across the road from the exiting VR zone

; or otherwise act thereon.

(Diane Ryder, et al)
PLANNING BOARD MOTION: Moved to take no action on the Article.

FINANCE COMMITTEE COMMENT: The Committee supports the Planning Board Motion.

Quantum of vote required for passage of the motion is 2/3

ARTICLE 57
(Zoning Map Change: R-20 to R-5 – Mayflower Circle and Evergreen Way)

To see if the Town will vote to take the following actions in regard to the following properties:

Map	Parcel	Number	Street
68	728	2	Mayflower Circle
68	773	32	Evergreen Way

(1) Amend the Zoning Map of the Town of Nantucket by placing the foregoing properties noted, currently located in the Residential-20 (R-20) zoning district into the Residential-5 (R-5) zoning district.

All as shown on the attached map.

Or to take any other action related thereto.

(Linda Williams, et al)
PLANNING BOARD MOTION: Moved to take no action on the Article.

FINANCE COMMITTEE COMMENT: The Committee supports the Planning Board Motion.

Quantum of vote required for passage of the motion is 2/3

ARTICLE 58

(Zoning Map Change: R-20 to CTEC and/or CN – Old South Road and Airport Road)

To see if the Town will vote to take the following actions in regard to the following properties:

Map	Lot	Number	Street
68	167	111	Old South Road
68	168	113	Old South Road
68	112	115	Old South Road
68	111	117	Old South Road

68	48	1	Airport Road
68	49	7	Airport Road

(1) Amend the Zoning Map of the Town of Nantucket by placing the foregoing properties, currently located in the Residential-20 (R-20) district, in the CTWC (Commercial-Trade, Entrepreneurship and Craft) and/or CN (Commercial-Neighborhood) zoning district:

All as shown on the attached map.

Or to take any other action related thereto.

(Tom Hanlon, et al)

PLANNING BOARD MOTION: Moved that the Zoning Map of the Town of Nantucket is hereby amended by placing the following properties currently located in the Residential 20 (R-20) district in the Commercial Trade Entrepreneurship and Craft (CTEC) district:

Map	Lot	Number	Street
68	167	111	Old South Road
68	168	113	Old South Road
68	112	115	Old South Road
68	111	117	Old South Road
68	48	1	Airport Road
68	49	7	Airport Road

All as shown on a map entitled "2021 Annual Town Meeting Warrant Article 58: R-20 to CTEC: Old South Road and Airport Road" dated February 2021.

FINANCE COMMITTEE COMMENT: The Committee supports the Planning Board Motion.

Quantum of vote required for passage of the motion is 2/3

ARTICLE 59
(Zoning Map Change: LUG-1 to R-40 – 18 Evergreen Way)

To see if the Town will vote to: Approve the zoning map change from the existing LUG-1 zone to the R-40 zone affecting the following property;

18 EVERGREEN WAY, identified as Nantucket Tax Assessor's Map-68, Parcel 708 which property currently abuts the existing R-40 zone

; or otherwise act thereon.

(Brian Ryder, et al)

PLANNING BOARD MOTION: Moved that the Zoning Map of the Town of Nantucket is hereby amended by placing the following property currently located in the Limited Use General 1 (LUG-1) district in the Residential 40 (R-40) district:

Map	Lot	Number	Street
68	708	18	Evergreen Way

All as shown on a map entitled "2021 Annual Town Meeting Warrant Article 59: LUG-1 to R-40: 18 Evergreen Way" dated February 2021.

FINANCE COMMITTEE COMMENT: The Committee supports the Planning Board Motion.

Quantum of vote required for passage of the motion is 2/3

ARTICLE 60
(Zoning Map Change: LUG-2 to R-20 – Rugged Road)
Carried Over from 2020 Annual Town Meeting

To see if the Town will vote to take the following actions in regard to the following property:

Map	Lot	Number	Street
67	166	25	Rugged Road

1) Amend the Zoning Map of the Town of Nantucket by placing the foregoing property, currently located in the Limited Use General – 2 (LUG-2) district, to the Residential-20 (R-20) zoning district:

All as shown on the attached map.

Or to take any other action related thereto.

(Irene Schreiber, et al)

PLANNING BOARD MOTION: Moved to take no action on the Article.

PLANNING BOARD COMMENT: Extending the R-20 zoning district and Town Overlay District to include these properties was not supported and the Board found that Rugged Road should remain as the district boundary between LUG-2 and R-20. Following a lengthy discussion, the Planning Board determined that the potential impacts of this rezoning proposal, which was carried over from the 2020 ATM, would have a negative impact on the low density and rural character of the area east of the Beach Plum Village 40B.

FINANCE COMMITTEE COMMENT: The Committee supports the Planning Board Motion.

Quantum of vote required for passage of the motion is 2/3

ARTICLE 61
(Zoning Map Change: LUG-3 to LUG-1 – Driscoll Way)
Carried Over from 2020 Annual Town Meeting

To see if the Town will vote to take the following actions in regard to the following property:

Map	Lot	Number	Street
76	4.1	2	Driscoll Way
76	4.2	6	Driscoll Way
76	4.3	10	Driscoll Way

1) Amend the Zoning Map of the Town of Nantucket by placing the foregoing properties, currently located in the Limited Use General – 3 (LUG-3) district, to the Limited Use General – 1 (LUG-1) zoning district:

All as shown on the attached map.

Or to take any other action related thereto.

(James M. Driscoll II, et al)
PLANNING BOARD MOTION: Moved to take no action on the Article.

PLANNING BOARD COMMENT: This Article was carried over from the 2020 Annual Town Meeting, at which time the Board did not support the Article based on extensive discussion during its public hearings. Prior to the Planning Board public hearing for the 2021 Annual Town Meeting, the proponent indicated to the Planning Board that they no longer wanted to advance this article.

FINANCE COMMITTEE COMMENT: The Committee supports the Planning Board Motion.

Quantum of vote required for passage of the motion is 2/3

ARTICLE 62
(Zoning Bylaw Amendment: Island Perimeter Restrictions)

To see if the Town will vote to:

Proposed Amendments to Nantucket Zoning Bylaw Ch 139 S 22

§ 139-22. Island perimeter restrictions. [Amended 5-5-1992 ATM by Art. 38, AG approval 8-3-1992; 4-10-1995 ATM by Art. 50, AG approval 5-22-1995; 4 13-1998 ATM by Art. 35, AG approval 7-31-1998; 4-10-2000 ATM by Art. 29, AG approval 8-2-2000; 4-13-2005 ATM by Art. 45, AG approval 10-19-2005; 10-23-2006 STM by Art. 16, AG approval 3-21-2007; 4-9-2007 ATM by Art. 28, AG approval 6-28-2007; 4-8-2008 ATM by Art. 52, AG approval 8-18 2008]

A. There shall not be permitted in or upon the areas adjacent to Nantucket Sound and the Atlantic Ocean between the water and the primary coastal bank or, in the absence of a bank, the line of upland vegetation, any dwelling, except dwellings which have continued in lawful existence since April 6, 1982.

B. Except as otherwise provided in Paragraphs C, D and E of this § 139-22, the construction of new docks and piers and wharves, the extension of existing docks, piers or wharves, and the addition ~~or creation~~ of new appurtenant structures (defined as floats or ramps) ~~for existing docks, piers or wharves~~ is prohibited for shorefront land in all districts~~, except those docks, wharves and piers approved by the Nantucket Conservation Commission in the former Residential Commercial Districts as of July 31, 2005, and where a private pier previously existed on the premises~~. Nothing in this § 139-22 shall prohibit nor regulate the repair, maintenance or like-kind replacement of any ~~lawfully existing~~preexisting nonconforming dock, pier or wharf ~~so long as such dock, pier or wharf is not extended nor any new appurtenant structures are added thereto~~.

C. In the Harbor Overlay District and for commercial water-dependent uses only, (1) new docks, piers or wharves; ~~for commercial water-dependent use and~~ (2) the extension of any lawfully existing docks, piers or wharves; and (3) the addition of new appurtenant structures to any lawfully existing docks, piers or wharves~~f~~; ~~for purposes of commercial water-dependent uses~~ are permitted uses.

D. Any proposed extension or reconfiguration of or addition ~~or creation~~ of new appurtenant structures to a preexisting ~~legally~~ nonconforming dock, pier or wharf must be reviewed and approved by the special permit granting authority in accordance with § 139-33A(41). In addition to the findings required by that section, the special permit granting authority shall find that the proposed extension, reconfiguration or addition does not result in a net increase of the structure's existing footprint and is not more detrimental to the marine environment than the existing structure. Such applications shall be referred by the special permit granting authority to the ~~Department of Marine and Coastal Resources~~ Harbor Master and the Natural Resources Department, or its successor agency, for comment and recommendation in accordance with the procedures of § 139-30.

E. In all districts new docks, wharves and piers of municipal, county, state, or federal agencies or public docks as defined below, and/or community docks serving areas that are not accessible by landbased transportation are permitted uses. The words “public docks” as used in this section shall be defined as a dock, pier or wharf that is open to the public at large, or at which services or goods for vessels are made available directly to the public.

(Emily Molden, et al)
PLANNING BOARD MOTION: Moved that Chapter 139 (Zoning) of the Code of the Town of Nantucket, section 22, is hereby amended as follows *(NOTE: new language is shown as highlighted text, language to be deleted is shown by strikeout; these methods to denote changes are not meant to become part of the final text and, further, that non-sustentative changes to the numbering of this bylaw be permitted in order that it be in compliance with the numbering format of the Code of the Town of Nantucket)*:

§ 139-22. Island perimeter restrictions.

A. There shall not be permitted in or upon the areas adjacent to Nantucket Sound and the Atlantic Ocean between the water and the primary coastal bank or, in the absence of a bank, the line of upland vegetation, any dwelling, except dwellings which have continued in lawful existence since April 6, 1982.

B. Except as otherwise provided in Paragraphs C, D and E of this § 139-22, the construction of new docks and piers and wharves, the extension of existing docks, piers or wharves, and the addition ~~or creation~~ of new appurtenant structures (defined as floats or ramps) ~~for existing docks, piers or wharves~~ is prohibited for shorefront land in all districts~~, except those docks, wharves and piers approved by the Nantucket Conservation Commission in the former Residential Commercial Districts as of July 31, 2005, and where a private pier previously existed on the premises~~. Nothing in this § 139-22 shall prohibit nor regulate the repair, maintenance or like-kind replacement of any ~~lawfully existing~~preexisting nonconforming dock, pier or wharf ~~so long as such dock, pier or wharf is not extended nor any new appurtenant structures are added thereto~~.

C. In the Harbor Overlay District and for commercial water-dependent uses only, (1) new docks, piers or wharves; ~~for commercial water-dependent use and~~ (2) the extension of any lawfully existing docks, piers or wharves; and (3) the addition of new appurtenant structures to any lawfully existing docks, piers or wharves~~f~~; ~~for purposes of commercial water-dependent uses~~ are permitted uses.

D. Any proposed extension or reconfiguration of or addition ~~or creation~~ of new appurtenant structures to a preexisting ~~legally~~ nonconforming dock, pier or wharf must be reviewed and approved by the special permit granting authority in accordance with § 139-33A(41). In addition to the findings required by that section, the special permit granting authority shall find that the proposed extension, reconfiguration or addition does not result in a net increase of the structure’s existing footprint and is not more detrimental to the marine environment than the existing structure. Such applications shall be referred by the special permit granting authority to the ~~Department of Marine~~

~~and Coastal Resources~~ Harbor Master and the Natural Resources Department, or its successor agency, for comment and recommendation in accordance with the procedures of § 139-30.

E. In all districts new docks, wharves and piers of municipal, county, state, or federal agencies or public docks as defined below, and/or community docks serving areas that are not accessible by landbased transportation are permitted uses. The words "public docks" as used in this section shall be defined as a dock, pier or wharf that is open to the public at large, or at which services or goods for vessels are made available directly to the public.

PLANNING BOARD COMMENT: The changes included in this Article are primarily non-substantive in nature and result in the use of more consistent terms used throughout the bylaw. The substantive change is the addition of a requirement that the special permit granting authority must make a finding that the proposed extension, reconfiguration, or addition of a dock, pier, or wharf is not more detrimental to the marine environment than the existing structure. Although an application must be referred to the Harbor Master and the Natural Resources Department for comment, the addition of this finding reiterates the importance of considering the impacts to the marine environment.

FINANCE COMMITTEE COMMENT: The Committee supports the Planning Board Motion.

Quantum of vote required for passage of the motion is 2/3

ARTICLE 63
(Zoning Bylaw Amendment: Commercial Mid-Island – Height Restriction)
Carried Over from 2020 Annual Town Meeting

Reason and Intent;

At the 2016 Annual Town Meeting, Article 36 was adopted. The article had several sections, was complicated and in the case of changes in Section 17A, not in the best interests of Nantucket. The change in Section 17A involved the change of the height restriction for the SMI District from 30 feet to 40 feet. . This Article will reestablish the same height limitation as exist in the other districts referenced in Chapter 17 Section 17A.

The Article:

To see if the Town will vote to amend Chapter 139 (Zoning) of the Code of the Town of Nantucket, as follows (NOTE: new language is shown as highlighted text, language to be deleted is shown by strikeout; these methods to denote changes are not meant to become part of the final text and, further, that non-substantive changes to the numbering of this bylaw be permitted in order that it be in compliance with the numbering format of the Code of the Town of Nantucket):

To amend section 17A as follows:

A. Building and structure height is measured as the average height of all sides of a building or structure from the average mean grade to the highest point of the building and/or structure. There shall be only one highest point for each building and/or structure. No one building and/or structure side shall exceed 32 feet, except in the CDT and CMI districts, or as otherwise permitted. Height limitations, except as noted in the Village Height Overlay District, shall be as follows:

	Zoning District	Maximum Height
Country Overlay District	SR-1, SOH, SR-10, SR-20, LUG-1, LUG-2, LUG-3, MMD, VN, VTEC, VR	30
Town Overlay District	R-1, ROH, R-5, R-10, R-20, R-40, CDT, CN, CTEC, CI, RC, RC-2, LC	30
Town Overlay District	CMI	~~40~~ 30

Or to take any other action related thereto.

(Vallorie Oliver, et al)
PLANNING BOARD MOTION: Moved to take no action on the Article.

PLANNING BOARD COMMENT: This Article was carried over from the 2020 Annual Town Meeting, at which time the Board did not support the Article based on extensive discussion during its public hearings. Prior to the Planning Board public hearing for the 2021 Annual Town Meeting, the proponent indicated to the Planning Board that they no longer wanted to advance this article.

FINANCE COMMITTEE COMMENT: The Committee supports the Planning Board Motion.

Quantum of vote required for passage of the motion is 2/3

ARTICLE 64
(Zoning Bylaw Amendment/Home Rule Petition: Coastal Erosion Liability Waiver)
Carried Over from 2020 Annual Town Meeting

Reason and Intent;

This article was included in the 2015 ATM. It was recommended for adoption by the Finance Committee, but was "Not adopted by Majority Voice Vote". With the passage of time, protecting the Town from liability due to climate change and seal level rise is only more important. The impact is prospective and the sooner action is taken, the sooner protection will begin. It is just a matter of property owners accepting personal

responsibility. The article below is exactly the same as the one for 2015 and was drafted by Town Counsel.

The Article:

To see if the Town will vote to amend Chapter 139 (Zoning) of the Code of the Town of Nantucket, Section 139-26, as follows (NOTE: new language is shown as highlighted text; these methods to denote changes are not meant to become part of the final text and, further, that non-substantive changes to the numbering of this bylaw be permitted in order that it be in compliance with the numbering format of the Code of the Town of Nantucket); and to further authorize the Board of Selectmen to file a Home Rule Petition with the General Court to effectuate the purposes and intent of the zoning amendment should it be deemed necessary and/or prudent to do so by the Board of Selectmen:

Chapter 139 ZONING

Article V. Administration and Enforcement

§ 139-26. Issuance of building and use permits.

A. No building or structure shall be used, erected, constructed, relocated, added to or otherwise subjected to alteration, or demolished without a building or use permit having been issued by the Building Commissioner for any use or structure. No lot shall be changed from its use preexisting the July 27, 1972, effective date of this chapter, except to its natural condition allowed by § 139-7A(5) above, without a use permit or a building permit permitting such use. No such permit shall be issued until such construction, erection, relocation, addition, alteration, demolition or use, as proposed, shall comply in all respects with the provisions of this chapter as determined by the Zoning Enforcement Officer or with a decision rendered by the Board of Appeals, the Planning Board, or the courts in the case of appeals.

(1) Demolition delay.

(e) Issuance of building, use, or occupancy permit.

[1] If it has been determined that a building is subject to review, pursuant to Subsection A(1)(b) above, no building permits shall be issued for the erection of a new building on the site of such building subject to review before issuing a demolition permit for such building subject to review in compliance with this section.

[2] If it has been determined that a building subject to review has been voluntarily demolished in violation of this section, no building permits shall be issued for new construction, or any use or occupancy permit for any use other than a park or recreational open space, with respect to the premises of such building for a period of two years after the date of the determination. As used herein, "premises" includes the

parcel of land upon which the demolished building was located and all abutting parcels under common ownership or control.

[3] The applicant (or the owner of record, if different from the applicant) shall be responsible for properly securing the building during the time that it is subject to review under this section. If a building is subject to demolition delay, pursuant to Subsection A(1)(b) above, and the applicant fails to secure the building, the loss of the building to fire or other causes shall be considered voluntary demolition for the purposes of this section.

[4] The issuance of a building permit for construction on Shorefront Land or within 300 feet of Shorefront Land shall be required to, in exchange for the issuance of the building permit required by this Section, execute a release, hold harmless and indemnification agreement ("Release") relative to said permitting and the potential for coastal erosion and impacts on or elimination of public access to the property at issue. Said Release shall be maintained by the Building Commissioner.

(2) Any applicant seeking a building permit pursuant to the terms of this Section for construction on Shorefront Land or property within 300 feet of Shorefront Land shall be required to, in consideration for the issuance of the building permit required by this Section, execute a release, hold harmless and indemnification agreement ("Release") acknowledging the potential for coastal erosion in the vicinity of the property at issue and the potential for impacts on or elimination of public access to said property due to coastal erosion. Pursuant to said Release and the issuance of a permit, the applicant shall understand and be advised that the proposed construction/reconstruction site at or within 300 feet of the Shorefront Land may be subject to extraordinary hazards and damage from waves during storms, erosion, retreat, settlement, sinking, or subsidence and said Owner shall assume full and sole risk for such hazards, including any restrictions on public access to said property. As such, the Owner shall unconditionally waive any present, future, and unforeseen causes of action and claims of liability on the part of the Town arising from the aforementioned or other natural hazards and relating to said permit approval and resultant construction, as a condition of approval. Further, the Owner shall agree to indemnify and hold harmless the Town and its departments, boards, officials and employees for any acts or omissions and related cost of defense, including, but not limited to, claims related to impacts on or reductions in public access to said property, arising from the aforementioned or other natural hazards whether such claims should be stated by the Owner, Owner's successor-in-interest and/or third parties.

D. Issuance of permits. Upon receiving the application, the Building Inspector shall examine the same within a reasonable time after filing. The Zoning Enforcement Officer shall provide the Building Commissioner with a certificate of compliance with this chapter. If the application does not conform to the provisions of all pertinent local laws, the Building Commissioner shall reject such application in writing, stating the reasons therefore, within 30 days of the submission of a complete application.

(1) He shall inform the applicant of his right of appeal to the Board of Appeals in the event such application is rejected.

(2) If satisfied that the proposed work and/or use conforms to the provisions of this chapter and all laws and ordinances applicable thereto, he shall issue a building or use permit thereto, within 30 days of the submission of a complete application.

(3) The issuance of a permit for construction on Shorefront Land or within 300 feet of Shorefront Land shall be required to, in exchange for the issuance of the building permit required by this Section, execute a release, hold harmless and indemnification agreement ("Release") relative to said permitting and the potential for coastal erosion and impacts on or elimination of public access to the property at issue. Said Release shall be maintained by the Building Commissioner.

H. Temporary permit. A temporary permit may, upon written request of an applicant, be authorized by a favorable vote of at least four members of the Board of Appeals for a nonconforming structure or use which the Board of Appeals finds necessary to promote the proper development of the community, provided that such nonconforming structure or use shall be completely removed upon expiration of the permit (unless previously made conforming or validated) without cost to the Town (unless the Town is the applicant). Such permit may be renewed annually for an aggregate period not exceeding three years. Applicants for a temporary permit to engage in construction on Shorefront Land or within 300 feet of Shorefront Land shall be required to, in exchange for the issuance of a temporary building permit, execute a release, hold harmless and indemnification agreement ("Release") relative to said permitting and the potential for coastal erosion or impacts on or elimination of public access to the property at issue.

I. Payment of fees. No building or use permit shall be issued until the fees prescribed by the Board of Selectmen shall be paid to the Building Inspector.

J. Compliance with permit. All work or uses shall conform to the approved application for which the permit has been issued as well as the approved plot plan.

K. Disclaimer of Liability. This Bylaw shall not create any liability on the part of the Town, its departments, boards, officials and employees for any extraordinary hazards and damage from waves during storms, erosion, retreat, settlement, sinking, or subsidence damage that results from reliance on this Bylaw or any administrative decision made lawfully thereunder.

(Rick Atherton, et al)
PLANNING BOARD MOTION: Moved to take no action on the Article.

PLANNING BOARD COMMENT: The Board acknowledges that the intent of this Article may have merit, however, significantly more discussion is needed to develop this concept. Requiring such a waiver as a prerequisite to the issuance of a building permit may not be the most appropriate approach. Input from various town departments as

well as boards/committees/commissions who are involved with coastal issues should occur before this type of concept is adopted.

FINANCE COMMITTEE COMMENT: The Committee supports the Planning Board Motion.

Quantum of vote required for passage of the motion is 2/3

ARTICLE 65
(Affordable Housing Requirements)
Carried Over from 2020 Annual Town Meeting

To see if the Town will vote to: To require the Town of Nantucket to create and enforce legislation and regulations to enact and enforce the attachment of the state mandated 10% affordable housing to our local building permit process. 10% of new residence permits issued annually (both year round and seasonal) shall be designated affordable. For each 10 residential permits issued 1 shall be affordable; or otherwise act thereon.

(Andrew G. Lowell, et al)
FINANCE COMMITTEE MOTION: Moved not to adopt the Article.

FINANCE COMMITTEE COMMENT: Town Counsel has advised that this Article is not legally enforceable.

ARTICLE 66
(Public Property Damage)
Carried Over from 2020 Annual Town Meeting

To see if the Town will vote to: require the Town of Nantucket through the PLUS department to create and enforce regulations to hold accountable all land owners to repair damage to public property caused by permitted activity. All applicants to the PLUS Department must submit photos of surroundings 500 feet beyond each boundary to a public way areas of concern shall include streets/roads, shoulders, sidewalks, medians and bike paths. These areas shall be inspected and approved before a certificate of occupancy or completion is issued; or otherwise act thereon.

(Andrew G. Lowell, et al)
FINANCE COMMITTEE MOTION: Moved to take no action on the Article.

FINANCE COMMITTEE COMMENT: The Finance Committee notes that the FY 2022 General Fund budget includes funding for a new position of Construction Supervisor in the DPW budget. When this position is filled, its responsibilities will include tracking and enforcing compliance with existing regulations, and potentially expanding or adopting new regulations, including any associated fees.

ARTICLE 67
(Prohibiting Roundabouts Near Schools)
Carried Over from 2020 Annual Town Meeting

To see if the Town will vote to: Prohibit the construction of a rotary, a roundabout or a traffic circle by any other name on any public way within 1000 feet of a public school in the Town of Nantucket.

; or otherwise act thereon.

(John F. McGrady, Jr., et al)
FINANCE COMMITTEE MOTION: Moved not to adopt the Article.

ARTICLE 68
(Real Estate Transfer: Land from Roadway/Roundabout Purposes to School Committee Control)

To see if the Town will vote to transfer the care, custody, management and control of the following parcels of land from the following boards for the purposes for which they are currently held from the Board of Selectmen back to the School Committee for the purposes as follows:

- Tax Assessor's Map 55, Parcel 137 (a portion of), 10 Surfside Road, from the Control of the Town to be returned to the School Committee and to be held for school purposes;

Or otherwise act thereon.

(John F. McGrady, Jr., et al)
FINANCE COMMITTEE MOTION: Moved to take no action on the Article.

ARTICLE 69
(Complaint Committee)
Carried Over from 2020 Annual Town Meeting

To see if the Town will vote to: Approve that all Town of Nantucket Departments and Boards, staffed by employees, elected or howsoever constituted, or empowered, and including the office of Town Administration and its head, set full, clear and published standards for their performance and, included therewith, have a full and clear accessible complaints procedure together with appropriated redress for the user of the services when its alleged that wrongdoing or maladministration has occurred. Moreover, see if the Town will vote to approve, within any limitations set by the laws of the Commonwealth of Massachusetts, the formation of a committee to deal with complaints of wrongdoing or maladministration made against and employee of the Town of Nantucket, any Department of the Town of Nantucket or any Board of Member of a Board elected by voters of the Town of Nantucket.

(Theresa Williams, et al)
FINANCE COMMITTEE MOTION: Moved not to adopt the Article.

ARTICLE 70
(Bylaw Amendment: Noise)

To see if the Town will vote to amend Chapter 101 (Noise) by taking the following actions:

1. To delete, in its entirety, all existing language in Chapter 101; and
2. To insert the following new language:

§ 101-1. General Prohibitions, Exemptions, Relief, Violations and Penalties.

A. Prohibited Noises.

It shall be unlawful for any person or persons, to create, assist in creating, cause or suffer or allow any excessive, unnecessary, loud or unusual noise which either annoys, disturbs, injures or endangers the reasonable quiet, comfort, repose or the health or safety of others by taking any of the following actions:

a. making of loud outcries, exclamations, other loud or boisterous noises or loud and boisterous singing by any person or group of persons or in the use of any device to amplify the aforesaid noise between the hours of 10:00 p.m. and 7:00 a.m. (7:30 a.m. between June 15th and September 15th in each year) where the noise is plainly audible at a distance of 100 feet from the source of the noise or the property line of the building, structure, vehicle, vessel, or premises in which or from which it is produced. The fact that the noise is plainly audible at a distance of 100 feet from its source or the property line of the building, structure, vehicle, vessel or premises in which or from which it originates shall constitute prima facie evidence of a violation of this section.

b. to operate, play or permit the operation or playing of any electronic sound producing device, radio, television, phonograph, drum, musical instrument, sound amplifier or similar device which produces, reproduces or amplifies sound between the hours of 10:00 p.m. and 7:00 a.m. (7:30 a.m. between June 15th and September 15th in each year) where the noise is plainly audible at a distance of 100 feet from the source of the noise or the property line of the building, structure, vehicle, vessel, or premises in which or from which it is produced. The fact that the noise is plainly audible at a distance of 100 feet from the property line of the building, structure, vehicle, vessel or premises in which or from which it originates shall constitute prima facie evidence of a violation of this section.

c. to load, unload, open, close or otherwise handle boxes, crates, containers, building materials, trash cans, dumpsters or similar objects between the hours of 10:00 p.m. and 6:00 a.m. so as to unreasonably project sound across a real property line.

d. operating or permitting the operation of any mechanically powered tools or equipment actually being used in ongoing building construction, building renovations, non-emergency building maintenance, or building demolition

work is prohibited between the hours of 8:00 p.m. and 7:00 a.m. (7:30 a.m. between June 15th and September 15th in each year, except for in the Old Historic District (OHD) as shown on the map entitled “Core Historic Districts”, dated April 9, 2019, as may be amended from time to time, where the prohibition is between the hours of 5:00 p.m. and 8:00 a.m. between and including July 1 and Labor Day) Monday through Saturday and before 10:00 a.m. Sunday. The fact that the sound therefrom is plainly audible at a distance of 50 feet from its source or the property line of the building, structure, vehicle, vessel or premises in which or from which it originates shall constitute prima facie evidence of a violation of this section. Work referenced in this section shall include any work for which a building, sidewall or roof, shingle, trench, tent, plumbing, gas, or wiring permit has been issued by the Town of Nantucket and any work for which a Certificate of Appropriateness has been issued by the Historic District Commission.

e. operating or permitting the operation of any mechanically powered tool (such as saws, drills, sanders, grinders, nail guns) or mechanically powered lawn or garden tool, or similar device used outdoors shall be prohibited between the hours of 10:00 p.m. and 7:00 a.m. (7:30 a.m. between June 15th and September 15th in each year , except for in the Old Historic District (OHD) as shown on the map entitled “Core Historic Districts”, dated April 9, 2019, as may be amended from time to time, where the prohibition is between the hours of 5:00 p.m. and 8:00 a.m. between and including July 1 and Labor Day) Monday through Saturday and before 10:00 a.m. Sunday. The fact that the sound is plainly audible at a distance of 50 feet from its source of the property line on which the tools are being used shall be prima facie evidence of a violation of this section. Hand-held lawn and garden tools with gas powered engines shall be prohibited beginning July 1, 2025.

f. repairing, rebuilding, modifying, or testing any motor vehicle, motorcycle, or motorboat in such a manner as to be plainly audible at a distance of 50 feet from the source of the sound or the property line of the premises on which said activity is located is prohibited between the hours of 10:00 p.m. and 7:00 a.m. (7:30 a.m. between June 15th and September 15th in each year) Monday through Saturday and before 10:00 a.m. Sunday. The fact that the sound is plainly audible at a distance of 50 feet from its source of the property line on which the work is being conducted shall be prima facie evidence of a violation of this section.

B. Exemptions.

The following uses and activities shall be exempt from subsection A of this Chapter:

a. Noises of safety signals, warning devices and emergency pressure-relief valves.

b. Noises resulting from any vehicle when responding to an emergency call or acting in time of emergency.

c. Noises resulting from emergency and maintenance work as authorized by the Town, by the state or by public utility companies.

d. Noises resulting from activities of a temporary duration permitted by a permit issued in accordance with this bylaw, but only to the extent such activities and the resulting noises are within the scope of such license or permit.

e. Bells, chimes or carillons while being used for religious purposes or in conjunction with religious services, and those bells, chimes or carillons

C. Permit for relief.

a. Upon written application, the Select Board, or its designee, may issue a permit authorizing an activity which is likely to result in noise that would otherwise be prohibited by Section 101-1(A) of this Bylaw.

b. The application shall be in writing, and shall contain the following information:

1. The name, address, e-mail address and phone number of the proponent of the activity;

2. The specified dates and times of the proposed activity;

3. The particular location, specifying outdoors, indoors or indoors open to the outdoors, and where on the premises the specified noise is to originate;

4. Proof of ownership or the right to use the property in question; and

5. The type of noise: i.e., amplified music, amplified speaking or singing voice, live band, acoustic musical instrument, or construction work, other.

c. The Board or its designee will issue a decision on the application within seven days of receipt thereof, unless the applicant demonstrates a need for the permit in a lesser period of time, provided, however, that a timely decision cannot be guaranteed if less than forty-eight hours' notice is required.

d. The Board or its designee may grant the permit subject to reasonable time, place and manner restrictions to protect public health, safety and welfare so as to advance the purposes of this Bylaw to the greatest extent possible.

e. The Board or its designee may deny the application if the activity conflicts with another activity previously permitted, if the activity presents a threat to public health or safety or welfare, or if the activity is prohibited by the laws of the Commonwealth or the Town of Nantucket. If the application is denied, the Board or its designee shall provide the applicant with a statement of reasons.

f. The Select Board may enact regulations to effectuate the purposes of this Bylaw.

g. The issuance of a permit pursuant to this Bylaw shall not relieve the applicant of the requirements of any other applicable laws concerning the activity at issue.

§ 101-2. Air Conditioning and Air Handling Equipment, Pumps, Fans and Compressors Sound Level Limit, Measurement, Violations and Penalties.

A. Prohibited Noises.

a. No person shall operate or cause to be operated any air conditioning or air-handling equipment, swimming pool or spa pump, or an exhaust fan, in such a manner as to exceed 55 dBA over a 10-minute period of time, measured from a distance of 40 feet or more from the source of the sound or the property line of the premises on which said activity is located at any time of the day or night.

b. Upon written notice to the owner of the property as recorded with the Nantucket Assessor of a violation of paragraph §101-2 (A), and the property owner fails to mitigate the violation within fourteen (14) days, then the property owner shall be deemed to be in violation of paragraph §101-2 (A).

B. Sound Measurement.

a. The measurement of sound or noise shall be made with a sound-level meter meeting the standards prescribed by ANSI S1.4, as may be amended or superseded from time-to-time. The instrument shall be maintained in calibration and good working order. A calibration check shall be made of the system at the time of any noise measurement. Measurements recorded shall be taken so as to provide a proper representation of the noise source. During measurement, the microphone shall be positioned so as not to create any unnatural enhancement or diminution of the measured noise. A windscreen for the microphone shall be used when required. Traffic, aircraft and other transportation noise sources and other background noises shall not be considered in taking measurements except where such background noise interferes with the primary noise being measured. Sound levels limits pursuant to this rule shall be measured over a 10-minute period of time with a sound level meter. Sound levels which exceed the limits set forth in paragraph A above when measured are a violation of this rule.

§101-3. Enforcement and Penalties.

A. This Bylaw may be enforced by Board of Health officials, Nantucket Police Department Employees, PLUS Inspectors, Natural Resources Enforcement Officers, and any other agents appointed by the Select Board.

B. Whoever violates any provision of this Bylaw may be penalized by a noncriminal disposition process as provided in Massachusetts General Laws, Chapter 40, section 21D and the Town's non-criminal disposition by-law, Sections 1-2, 1-3, 1-4, 1-5, and 1-6 of the Code of the Town of Nantucket.

C. If non-criminal disposition is elected, then any person who violates any provision of this Bylaw shall be subject to a penalty in the amount of three hundred dollars ($300.00) for each violation; provided, however, that a first offense may be the subject of a warning in the officer's discretion.

D. Each such act which constitutes a violation of this Bylaw, which either continues or is repeated more than 30 minutes after the issuance of an order to cease said activities, shall be considered a separate offense. If more than one, each condition violated shall constitute a separate offense.

E. A violation of this Chapter may be deemed a breach of the peace. Violators shall first be given a verbal order by the enforcing police officer to cease or abate the noise immediately or within a specified period of time. If the person or persons so ordered do not comply with the verbal order, the enforcing police officer may arrest such person or persons for a violation of this Chapter.

F. Whoever violates any provision of this Bylaw may be penalized by indictment or on complaint brought in the district court. Except as may be otherwise provided by law and as the district court may see fit to impose, the maximum penalty for each violation or offense shall be three hundred dollars ($300). Each day or portion thereof shall constitute a separate offense. If more than one, each condition violated shall constitute a separate offense.

G. The Town may enforce this Bylaw or enjoin violations thereof through any lawful process, and the election of one remedy shall not preclude enforcement through any other lawful means.

(Select Board)
FINANCE COMMITTEE MOTION: Moved that Chapter 101- 1 (Noise: General Prohibitions, Exemptions, Relief, Violations and Penalties) of the Code of the Town of Nantucket is hereby amended as follows *(NOTE: new language is shown as highlighted text, language to be deleted is shown by strikeout; these methods to denote changes are not meant to become part of the final text and, further, that non-sustentative changes to the numbering of this bylaw be permitted in order that it be in compliance with the numbering format of the Code of the Town of Nantucket)*:

§ 101-1. General Prohibitions, Exemptions, Relief, Violations and Penalties.

A. Prohibited Noises.
It shall be unlawful for any person or persons, to create, assist in creating, cause or suffer or allow any excessive, unnecessary, loud or unusual noise which either

annoys, disturbs, injures or endangers the reasonable quiet, comfort, repose or the health or safety of others by taking any of the following actions:

a. making of loud outcries, exclamations, other loud or boisterous noises or loud and boisterous singing by any person or group of persons or in the use of any device to amplify the aforesaid noise between the hours of 10:00 p.m. and 7:00 a.m. (7:30 a.m. between June 15th and September 15th in each year) where the noise is plainly audible at a distance of 100 feet from the source of the noise or the property line of the building, structure, vehicle, vessel, or premises in which or from which it is produced. The fact that the noise is plainly audible at a distance of 100 feet from its source or the property line of the building, structure, vehicle, vessel or premises in which or from which it originates shall constitute prima facie evidence of a violation of this section.

b. to operate, play or permit the operation or playing of any electronic sound producing device, radio, television, phonograph, drum, musical instrument, sound amplifier or similar device which produces, reproduces or amplifies sound between the hours of 10:00 p.m. and 7:00 a.m. (7:30 a.m. between June 15th and September 15th in each year) where the noise is plainly audible at a distance of 100 feet from the source of the noise or the property line of the building, structure, vehicle, vessel, or premises in which or from which it is produced. The fact that the noise is plainly audible at a distance of 100 feet from the property line of the building, structure, vehicle, vessel or premises in which or from which it originates shall constitute prima facie evidence of a violation of this section.

c. to load, unload, open, close or otherwise handle boxes, crates, containers, building materials, trash cans, dumpsters or similar objects between the hours of 10:00 p.m. and 6:00 a.m. so as to unreasonably project sound across a real property line.

d. operating or permitting the operation of any mechanically powered tools or equipment actually being used in ongoing building construction, building renovations, non-emergency building maintenance, or building demolition work is prohibited between the hours of 8:00 p.m. and 7:00 a.m. (7:30 a.m. between June 15th and September 15th in each year, except for in the Old Historic District (OHD) as shown on the map entitled "Core Historic Districts", dated April 9, 2019, as may be amended from time to time, where the prohibition is between the hours of 6:00 p.m. and 8:00 a.m. between and including July 1 and Labor Day) Monday through Saturday and before 10:00 a.m. Sunday. The fact that the sound therefrom is plainly audible at a distance of 50 feet from its source or the property line of the building, structure, vehicle, vessel or premises in which or from which it originates shall constitute prima facie evidence of a violation of this section. Work referenced in this section shall include any work for which a building, sidewall or roof, shingle, trench, tent, plumbing, gas, or wiring permit has been issued by the Town of

Nantucket and any work for which a Certificate of Appropriateness has been issued by the Historic District Commission.

e. operating or permitting the operation of any mechanically powered tool (such as saws, drills, sanders, grinders, nail guns) or mechanically powered lawn or garden tool, or similar device used outdoors shall be prohibited between the hours of 10:00 p.m. and 7:00 a.m. (7:30 a.m. between June 15th and September 15th in each year , except for in the Old Historic District (OHD) as shown on the map entitled "Core Historic Districts", dated April 9, 2019, as may be amended from time to time, where the prohibition is between the hours of 6:00 p.m. and 8:00 a.m. between and including July 1 and Labor Day) Monday through Saturday and before 10:00 a.m. Sunday. The fact that the sound is plainly audible at a distance of 50 feet from its source of the property line on which the tools are being used shall be prima facie evidence of a violation of this section.

f. repairing, rebuilding, modifying, or testing any motor vehicle, motorcycle, or motorboat in such a manner as to be plainly audible at a distance of 50 feet from the source of the sound or the property line of the premises on which said activity is located is prohibited between the hours of 10:00 p.m. and 7:00 a.m. (7:30 a.m. between June 15th and September 15th in each year) Monday through Saturday and before 10:00 a.m. Sunday. The fact that the sound is plainly audible at a distance of 50 feet from its source of the property line on which the work is being conducted shall be prima facie evidence of a violation of this section.

B. Exemptions.
The following uses and activities shall be exempt from subsection A of this Chapter:

a. Noises of safety signals, warning devices and emergency pressure-relief valves.

b. Noises resulting from any vehicle when responding to an emergency call or acting in time of emergency.

c. Noises resulting from emergency and maintenance work as authorized by the Town, by the state or by public utility companies.

d. Noises resulting from activities of a temporary duration permitted by a permit issued in accordance with this bylaw, but only to the extent such activities and the resulting noises are within the scope of such license or permit.

e. Bells, chimes or carillons while being used for religious purposes or in conjunction with religious services, and those bells, chimes or carillons

C. Permit for relief.

a. Upon written application, the Select Board, or its designee, may issue a permit authorizing an activity which is likely to result in noise that would otherwise be prohibited by Section 101-1(A) of this Bylaw.

b. The application shall be in writing, and shall contain the following information:

1. The name, address, e-mail address and phone number of the proponent of the activity;

2. The specified dates and times of the proposed activity;

3. The particular location, specifying outdoors, indoors or indoors open to the outdoors, and where on the premises the specified noise is to originate;

4. Proof of ownership or the right to use the property in question; and

5. The type of noise: i.e., amplified music, amplified speaking or singing voice, live band, acoustic musical instrument, or construction work, other.

c. The Board or its designee will issue a decision on the application within seven days of receipt thereof, unless the applicant demonstrates a need for the permit in a lesser period of time, provided, however, that a timely decision cannot be guaranteed if less than forty-eight hours' notice is required.

d. The Board or its designee may grant the permit subject to reasonable time, place and manner restrictions to protect public health, safety and welfare so as to advance the purposes of this Bylaw to the greatest extent possible.

e. The Board or its designee may deny the application if the activity conflicts with another activity previously permitted, if the activity presents a threat to public health or safety or welfare, or if the activity is prohibited by the laws of the Commonwealth or the Town of Nantucket. If the application is denied, the Board or its designee shall provide the applicant with a statement of reasons.

f. The Select Board may enact regulations to effectuate the purposes of this Bylaw.

g. The issuance of a permit pursuant to this Bylaw shall not relieve the applicant of the requirements of any other applicable laws concerning the activity at issue.

§ 101-2. Air Conditioning and Air Handling Equipment, Pumps, Fans and Compressors Sound Level Limit, Measurement, Violations and Penalties.

A. Prohibited Noises.

a. No person shall operate or cause to be operated any air conditioning or air-handling equipment, swimming pool or spa pump, or an exhaust fan, in such a

manner as to exceed 55 dBA over a 10-minute period of time, measured from a distance of 40 feet or more from the source of the sound or the property line of the premises on which said activity is located at any time of the day or night.

b. Upon written notice to the owner of the property as recorded with the Nantucket Assessor of a violation of paragraph §101-2 (A), and the property owner fails to mitigate the violation within fourteen (14) days, then the property owner shall be deemed to be in violation of paragraph §101-2 (A).

B. Sound Measurement.
   a. The measurement of sound or noise shall be made with a sound-level meter meeting the standards prescribed by ANSI S1.4, as may be amended or superseded from time-to-time. The instrument shall be maintained in calibration and good working order. A calibration check shall be made of the system at the time of any noise measurement. Measurements recorded shall be taken so as to provide a proper representation of the noise source. During measurement, the microphone shall be positioned so as not to create any unnatural enhancement or diminution of the measured noise. A windscreen for the microphone shall be used when required. Traffic, aircraft and other transportation noise sources and other background noises shall not be considered in taking measurements except where such background noise interferes with the primary noise being measured. Sound levels limits pursuant to this rule shall be measured over a 10-minute period of time with a sound level meter. Sound levels which exceed the limits set forth in paragraph A above when measured are a violation of this rule.

§101-3. Enforcement and Penalties.

A. This Bylaw may be enforced by Board of Health officials, Nantucket Police Department Employees, PLUS Inspectors, Natural Resources Enforcement Officers, and any other agents appointed by the Select Board.

B. Whoever violates any provision of this Bylaw may be penalized by a noncriminal disposition process as provided in Massachusetts General Laws, Chapter 40, section 21D and the Town's non-criminal disposition by-law, Sections 1-2, 1-3, 1-4, 1-5, and 1-6 of the Code of the Town of Nantucket.

C. If non-criminal disposition is elected, then any person who violates any provision of this Bylaw shall be subject to a penalty in the amount of three hundred dollars ($300.00) for each violation; provided, however, that a first offense may be the subject of a warning in the officer's discretion.

D. Each such act which constitutes a violation of this Bylaw, which either continues or is repeated more than 30 minutes after the issuance of an order to cease said activities, shall be considered a separate offense. If more than one, each condition violated shall constitute a separate offense.

E. A violation of this Chapter may be deemed a breach of the peace. Violators shall first be given a verbal order by the enforcing police officer to cease or abate the noise immediately or within a specified period of time. If the person or persons so ordered do not comply with the verbal order, the enforcing police officer may arrest such person or persons for a violation of this Chapter.

F. Whoever violates any provision of this Bylaw may be penalized by indictment or on complaint brought in the district court. Except as may be otherwise provided by law and as the district court may see fit to impose, the maximum penalty for each violation or offense shall be three hundred dollars ($300). Each day or portion thereof shall constitute a separate offense. If more than one, each condition violated shall constitute a separate offense.

G. The Town may enforce this Bylaw or enjoin violations thereof through any lawful process, and the election of one remedy shall not preclude enforcement through any other lawful means.

ARTICLE 71
(Bylaw Amendment: Noise)

To see if the Town will vote to: Under Section 101-2 Noises prohibited; exemptions: add a new subsection to read as follows: Air handler units, heat exchangers, air conditioners, condenser units, dehumidifiers and compressors whose noise exceeds the limiting noise spectra set forth in Section 101-4 Table 1.

; or otherwise act thereon.

(Jacques Zimicki, et al)
FINANCE COMMITTEE MOTION: Moved to take no action on the Article.

ARTICLE 72
(Bylaw Amendment: Council for Human Services)

To see if the Town will vote to amend Chapter 12 (Council for Human Services), section 12-2 (Membership; terms; vacancies) as follows *(NOTE: new language is shown as highlighted text, language to be deleted is shown by strikeout; these methods to denote changes are not meant to become part of the final text; non-substantive changes to the numbering of this bylaw shall be permitted in order that it be in compliance with the numbering format of the Code of the Town of Nantucket):*

Chapter 12
Council for Human Services
§12-2 Membership; terms; vacancies.

The Council shall consist of ~~seven~~ nine Nantucket residents who shall be appointed by the Board of Selectmen for three-year terms; provided, however, that three of the initial appointments shall be for a term of one year, three for a term of two years and three for a term of three years. The term of office shall be based on a year commencing on July 1

of each calendar year. Vacancies occurring in any position during a term shall be filled for the balance of the unexpired term in the same manner as an original appointment. Each member of the Council serving at the time of the passage of this chapter shall remain in office until the end of his or her term and until the Board of Selectmen appoints a successor member. All members of the Council for Human Services shall be in full compliance with the provisions of Massachusetts General Law Chapter 268A.

(Select Board)
FINANCE COMMITTEE MOTION: Moved that Chapter 12 (Council for Human Services), section 12-2 (Membership; terms; vacancies) is hereby amended as follows *(NOTE: new language is shown as highlighted text, language to be deleted is shown by strikeout; these methods to denote changes are not meant to become part of the final text; non-substantive changes to the numbering of this bylaw shall be permitted in order that it be in compliance with the numbering format of the Code of the Town of Nantucket):*

Chapter 12
Council for Human Services
§12-2 Membership; terms; vacancies.

The Council shall consist of ~~seven~~ nine Nantucket residents who shall be appointed by the Board of Selectmen for three-year terms; provided, however, that three of the initial appointments shall be for a term of one year, three for a term of two years and three for a term of three years. The term of office shall be based on a year commencing on July 1 of each calendar year. Vacancies occurring in any position during a term shall be filled for the balance of the unexpired term in the same manner as an original appointment. Each member of the Council serving at the time of the passage of this chapter shall remain in office until the end of his or her term and until the Board of Selectmen appoints a successor member. All members of the Council for Human Services shall be in full compliance with the provisions of Massachusetts General Law Chapter 268A.

ARTICLE 73
(Bylaw Amendment: Animals)

To see if the Town will vote to amend Chapter 55 (Animals), section 55-5 (Violations and penalties) as follows *(NOTE: new language is shown as highlighted text, language to be deleted is shown by strikeout; these methods to denote changes are not meant to become part of the final text; non-substantive changes to the numbering of this bylaw shall be permitted in order that it be in compliance with the numbering format of the Code of the Town of Nantucket):*

Chapter 55
Animals
§12-2 Violations and penalties.

A. Fine. Any violation of this chapter shall be subject to a fine of $50 for the first offense; $250 for the second offense; $500 for the third and each subsequent offense. This chapter may be enforced by a police officer or Animal Control Officer utilizing the noncriminal disposition contained in Chapter 1 of this Code.

(Select Board)
FINANCE COMMITTEE MOTION: Moved that Chapter 55 (Animals), section 55-5 (Violations and penalties) is hereby amended as follows *(NOTE: new language is shown as highlighted text, language to be deleted is shown by strikeout; these methods to denote changes are not meant to become part of the final text; non-substantive changes to the numbering of this bylaw shall be permitted in order that it be in compliance with the numbering format of the Code of the Town of Nantucket):*

Chapter 55
Animals
§12-2 Violations and penalties.
A. Fine. Any violation of this chapter shall be subject to a fine of $50 for the first offense; $250 for the second offense; $500 for the third and each subsequent offense. This chapter may be enforced by a police officer or Animal Control Officer utilizing the noncriminal disposition contained in Chapter 1 of this Code.

ARTICLE 74
(Bylaw Amendment: Car Rental Agencies, Registration of)

To see if the Town will vote to amend Chapter 58 (Car Rental Agencies, Registration of) of the Code of the Town of Nantucket, by adding a new Paragraphs B-1 and B-2 to §58-3 as follows *(NOTE: new language is shown as highlighted text, language to be deleted is shown by strikeout; these methods to denote changes are not meant to become part of the final text and, further, that non-sustentative changes to the numbering of this bylaw be permitted in order that it be in compliance with the numbering format of the Code of the Town of Nantucket)*.

§ 58-1. Definitions.

As used in this chapter, the following terms shall have the meanings indicated:

BATTERY ELECTRIC VEHICLE
A motor vehicle propelled by a motor powered by electrical energy from rechargeable batteries or other source onboard the vehicle.

MOTOR VEHICLE
The same meaning as defined in the General Laws.

RENTAL AGENCY
A person, business or corporation engaged in the Town of Nantucket in the business of renting, leasing or keeping for rent any motor vehicle.

RENTAL or LEASE
To grant or make available the use, possession or enjoyment of a motor vehicle for an agreed period of time in exchange for an agreed payment, whether or not such transaction is a separate agreement in itself or is part of a broader agreement between the parties thereto.

§ 58-2. License required to rent or lease vehicles; sticker required on rental vehicles.

No person, business or corporation shall engage in the business of renting, leasing or keeping for rent or lease any motor vehicle without first being licensed annually by the Select Board to do so. It shall be unlawful for any motor vehicle to be rented, leased or made available for rental or lease in the Town of Nantucket without such motor vehicle displaying a rental sticker affixed to the rear bumper pursuant to this chapter.

§ 58-3. Annual fee; issuance of licenses and stickers.

A. Each application for a rental agency license shall be accompanied by a nonrefundable application fee as established by the Select Board. The application shall include a listing of the registration number of each motor vehicle available or to be available for lease for the year in which the license is to be valid. Licenses for rental agencies shall be issued on a calendar-year basis and shall be issued after payment of an annual fee of $100 per rental motor vehicle; provided, however, that no payment of such fee shall be required for a motor vehicle upon which an excise has been assessed, levied and paid to the Town of Nantucket under the provisions of Chapter 60A of the General Laws. The Select Board shall issue a license to each approved applicant, which shall be posted in a conspicuous manner at the place of business.

B. The total number of motor vehicles available for lease on the island of Nantucket shall not exceed 700. The Select Board shall issue each rental agency one rental vehicle medallion (RVM) for each motor vehicle listed in its 1996 application and which received a rental sticker. Each RVM constitutes the nonexpiring right to lease one motor vehicle. A rental agency shall possess one RVM for each motor vehicle listed in its application beginning in 1998.

B-1. The Select Board is authorized to enact regulations to effectuate the purposes of this Bylaw, which may include but not be limited to establishing the maximum number of vehicles that may be available for rent on the island, procedures for allocating rental vehicle medallions (RVMs) to rental agencies, and the establishment of fees, provided, however, that any fees established shall comply with the requirements of Chapter 266 of the Acts of 1989, as may be amended from time-to-time. Prior to enacting regulations, the Select Board shall conduct a public hearing. Notice of the time and place of such public hearing, of the subject matter, sufficient for identification, and of the place where texts of the proposed regulation may be inspected shall be published in a newspaper of general circulation in the town once in each of two successive weeks, the first publication to be not less than fourteen days before the day of said hearing, by posting such notice in a conspicuous place in the town hall and on the Town's website for a period of not less than fourteen days before the day of said hearing.

B-2. Upon the effective date of any regulations enacted by the Select Board, Subsection 58.3-B of this Bylaw shall be replaced with Subsection 58.3-B-1, and Subsection 58-3.D shall expire and be stricken from the Bylaws of the Town;

provided that any licenses and/or RVMs in effect at the time the regulations become effective shall remain in effect until the end of that calendar year. Notwithstanding anything in this Bylaw to the contrary, said Paragraphs B and D shall remain in full force and effect unless and until the Select Board enacts regulations in accordance with this Bylaw.

C. Upon issuance of the license, the Select Board shall provide one annual rental sticker for each motor vehicle listed in the approved application, which shall be affixed by the licensee to the left rear bumper of each motor vehicle so listed. Each sticker shall recite the registration number of the vehicle to which it is affixed.

D. RVM's are transferable, with or without consideration, to any other rental agency or entity. Such transfers may be made whenever, and to the extent that, the number of RVM's held by the transferor exceeds the number of unexpired annual stickers issued to the transferor. A transfer shall be effective upon written notice of the transfer, by the transferor, to the Select Board. Should a rental agency surrender its RVM rights to the Select Board, or should the Select Board possess surplus RVM's from any other cause, these RVM's may be retained by the Town and/or may be re-issued at a fee to be established from time to time by the Select Board. Any RVM's not obtained by any rental agency by the end of any calendar year shall be considered surplus as of January first and may be retired by the Town at that time.

§ 58-3.1. Licensee to pay fees.
No license pursuant to this chapter shall be issued unless or until the applicant shall have paid to the Town all lease or rental transaction surcharges established by MGL c. 90, § 20E(i).

§ 58-4. Nontransferability.
The license shall not be transferable between businesses, persons or corporations, nor between location of business premises; individual motor vehicle stickers shall not be transferable between different motor vehicles.

§ 58-5. Violations and penalties.
Violations of this chapter shall be punishable by a fine of $300, each day being considered a separate offense.

§ 58-6. Vehicles with controls for disabled.
Any rental motor vehicle equipped with controls for the disabled and used by a disabled person shall not be required to have a rental vehicle sticker, without regard to the requirements and limitations of § 58-3B, C and D of this Code.

§ 58-7. Electric vehicles.
The Select Board may develop an exemption for up to 10 battery electric vehicles from the rental vehicle sticker, without regard to the requirements and limitations of § 58-3B, C and D of this Code.

(Select Board for Airport Commission)
FINANCE COMMITTEE MOTION: Moved not to adopt the Article.

ARTICLE 75
(Bylaw Amendment: Single-Use Plastics)
Carried Over from 2020 Annual Town Meeting

To see if the Town will vote to:

1) make certain amendments to the bylaw "The Regulation of Commercial Sale, Distribution and Use of Single Use Plastics" as approved in Special Town Meeting 2018, Article 16 (Called"STM2018-16");

2) request that the Board of Public Works vote to rescind Board of Public Works Regulation 71.00 ("Regulation 71.00") as adopted by the Board of Public Works pursuant to the authority granted under section 125-3 of the Code of the Town of Nantucket and the general authority of the Board of Public Works pursuant to Chapter 169 of the Acts of 1965, as amended by Chapter 259 of the Acts of 1987, in order to incorporate the purpose and intent of that Regulation into the bylaw STM2018-16;

3) to remove from the Code of the Town of Nantucket § 125-3 Biodegradable Packaging [Amended 12-12-1989 STM by Art. 2, approved 3-14-1990]; and

4) once Regulation 71.00 is rescinded, and § 125-3 Biodegradable Packaging is removed from the Code of The Town of Nantucket, replace both with the revised bylaw "The Regulation of Commercial Sale, Distribution and Use of Certain Single Use Plastics" the text of which follows (with <u>underlined</u> text below showing additions to the version of the bylaw that was approved at STM 2018 as printed in the Warrant, double strike throughs (~~═~~) to show deletions and *<u>underlined italic blue</u>* font to indicate language transferred from Regulation 71.00 and Code of the Town of Nantucket § 125-3 Biodegradable Packaging. None of these markings shall appear in the final version of the bylaw.);

the purpose of which is to make certain correction, clarifications; additions of definitions and items to be banned effective June 1, 2021 or take any other action relative thereto.

<u>To Be Rescinded if Board of Public Works so votes:</u>

Board of Public Works vote to rescind Board of Public Works Regulation 71.00 as adopted by the Board of Works pursuant to the authority granted under section 125-3 of the Code of the Town of Nantucket and the general authority of the Board of Public Works pursuant to Chapter 169 of the Acts of 1965, as amended by Chapter 259 of the Acts of 1987

<u>To Be Removed:</u>

§ 125-3 Biodegradable packaging. [Amended 12-12-1989 STM by Art. 2, approved 3-14-1990] All packaging added to or supplied by vendors or commercial establishments within the Town of Nantucket for merchandise of any type being removed from the establishment shall comply with such rules and regulations requiring the use of biodegradable packaging to the maximum extent reasonably practicable as might be established by the Board of Public Works after a public hearing; provided, however, that this section shall take effect April 15, 1990. "Biodegradable packaging" means any packaging other than plastic or Styrofoam.

To Be Replaced with The Following:

Section I. Definitions and Purpose

Definitions:

Single-use plastics - are petroleum-based plastic products that are intended to be used only once before they are thrown away. They are “disposable” products. The items covered by this Bylaw are listed herein.

Commercial use - using the petroleum-based plastic products listed herein by a business, directly/indirectly for financial gain or convenience.
Petroleum -based plastic - plastics manufactured using petroleum derived polymers. Plant-based plastics are exempted from this Bylaw.

Compostable - This category of plastic is comprised of two basic types. 1) a material that breaks down without mechanical assistance, which is defined herein as “compostable”; and 2) materials requiring mechanical assistance such as the application of high temperatures not achievable in backyard compost piles for a period of several days, which is defined herein in as “commercially compostable”.

Compostable plastic is defined by the standards association ASTM International (ASTM) as “a plastic that undergoes degradation by biological processes during composting to yield carbon dioxide (CO_2), water, inorganic compounds, and biomass at a rate consistent with other known compostable materials and that leaves no visible, distinguishable, or toxic residue.” All petroleum-based plastics that are compostable break eventually breakdown into smaller pieces of petroleum-based plastics, some of which are not visible to the unaided human eye. These particles are known as micro-plastic particles and have been found in most bottled waters and in the human and other animals’ bodies due to ingestion of affected food sources.

They are made from materials that can naturally breakdown into usable compost material in back yard compost piles. These materials will enrich the soil and returns nutrients to the earth. According to the US Federal Trade Commission Green Guide updated October 2012, “Some materials break down into usable compost material that enriches the soil and returns nutrients to the earth."

Compostable plastics are typically made from some type of renewable raw material. Corn starch is one of the most common materials, as is hemp, but there are other similar options. Regardless of what compostable plastic is made from, it's transformed into a polymer that looks and feels like traditional plastic. Compostable plastics can be difficult to recycle. Most of them require commercial/industrial composting facilities. Compostable plastic material cannot breakdown through natural processes and must be sent off island to a commercial composting facility where it is processed at high heat for several days. Nantucket currently does not have the commercial composting capabilities.

Commercially Compostable - The American Society for Testing and Materials (now known as ASTM International) has published specific guidelines that must be met for a material to be labeled as commercially compostable. In broad terms, those guidelines are:

- "It must able to be broken down by biological treatment at a commercial or industrial composting facility";
- "Decomposition of the plastic must occur at a rate similar to the other elements of the material being composted (within 6 months)"; and
- It will "Leave no toxic residue that would adversely impact the ability of the finished compost to support plant growth"

It is compostable material that cannot breakdown through natural processes and must be sent off island to a commercial composting facility where it is processed at high heat for several days.

Biodegradable - According to the US Federal Trade Commission Green Guide updated October 2012, "Something that's biodegradable, like food or leaves, breaks down and decomposes into elements found in nature when exposed to light, air, moister, certain bacteria, or other organisms."

According to the Federal Trade Commission (FTC), a biodegradable product is one that in its entirety will "*completely break down and return to nature, i.e., decompose into elements found in nature within a reasonably short period of time (one year) after customary disposal*".

The American Society for Testing and Materials (now known as ASTM International) defines biodegradable plastic as "*a plastic in which all the organic carbon can be converted into biomass, water, carbon dioxide, and/or methane via the action of naturally occurring microorganisms such as bacteria and fungi, in timeframes consistent with the ambient conditions of the disposal method.*"

Currently there is no data to support that many of the things claiming to be biodegradable will be broken down in landfills.

Drinking Water – is potable, unflavored, non-carbonated water that is safe to drink or to use for food preparation.

Flavored Water - a category of beverage marketed as water which contains an array of additional ingredients, including, but not limited to, natural and artificial flavors, sugars, sweeteners, vitamins, minerals and other "enhancements". (source: Medical Dictionary)

Carbonated Water - water that contain dissolved carbon dioxide gas, either artificially injected under pressure or occurring due to natural geological processes. Carbonation causes small bubbles to form, giving the water an effervescent quality. Also known as "sparkling water", "tonics", "soda water", "club soda", "tonic water", "seltzer"' "pop" and the like. (source: Wikipedia and The Free Dictionary)

Boxed Water - Any type of drinking water, flavored water, carbonated water packaged in an aseptic carton, like the type often used for holding coconut water, soymilk, soups and the like. These cartons are typically promoted as being more than 75% made from recycled paper or other fibers, but the rest of it is often a set of plastic parts such as a cap and pouring ring and internal layers made from petroleum-based plastics such as polyethylene and aluminum.

Energy Drink - a type of drink containing sugar and/or other stimulant compounds when packaged in a petroleum based plastic container or packaged in a paper or similar fiber package like the containers used for Boxed Water.

Purpose:
The purpose of the Bylaw 2018-16 and the amendments to Bylaw 2018-16 proposed herein is to protect the health and safety of Nantucket's present and future generations, protect the Town's single source aquifer, its scenic visage, historic status, reduce litter, reduce the threat to the environment caused by rapid filling of the landfill space and by possible introduction of toxic by-products into the groundwater and general environment, protect marine animals and food sources and save the citizens of the Town money. There are safe alternatives for each of the single-use ~~petroleum-based~~ plastic items banned. This bylaw applies to commercial sale, distribution and use of these plastic products. However, individuals need to do their part to strive to conserve, protect and preserve our environment.

The Town of Nantucket recognizes that discarded packaging constitutes the largest single category of waste within the Town and County of Nantucket's waste stream and is, therefore, a necessary focus of any effort towards reducing the filling of the Towns landfill as well as towards reducing the economic and environmental costs of waste management.

The Town finds that discarded non-biodegradable packaging and plastic contained within the waste stream of Nantucket is a fundamental cause of problems associated with solid waste disposal.

The Town understands that the landfill space within the Town and County of Nantucket is diminishing rapidly; that the availability of solid waste receiving areas outside the Island of Nantucket is becoming increasingly uncertain and expensive; and, that for both economic and environmental reasons, measures to simplify the chemical complexity of

solid waste and, thereby, to streamline solid waste management must be vigorously pursued.

The Town finds that the chemical composition and the ability of a substance to biodegrade are meaningful and useful criteria to focus upon when establishing public policy that is intended to improve the management and disposal of solid waste, reduce the cumulative impact of litter, encourage composting and other forms of recycling, and otherwise anticipate environmental problems that may be caused by municipal solid waste disposal programs.

The Town finds and determines that the use of plastics and other non-biodegradable packaging has become widespread throughout the island and the resulting mixed substance waste stream is a serious impediment to solid management programs for the Town and County of Nantucket.

The Town further finds that the widespread use of plastics and non-biodegradable packaging poses a threat to the environment on the Island of Nantucket by causing rapid filling of the landfill space and by the possible introduction of toxic by-product into the groundwater and general environment of the island of Nantucket.

The economic and environmental problems associated with the mixed substance waste stream are so severe that a program of incrementally simplify the chemical composition of solid waste, thereby encouraging the composting of putrescible wastes and encouraging other forms of recycling of solid waste substances, is a policy goal of the Town of Nantucket.

BY-LAW:
Section II. Commercial ~~S~~sale, distribution and ~~commercial~~ use of petroleum-based single use plastic products.

It shall be unlawful to commercially sell, distribute or otherwise ~~commercially~~ use the following single-use petroleum-based plastic products in the Town and County of Nantucket on or after June 1, 2020:

Straws and drink stirrers;
~~Six-pack~~ Can and bottle flexible yokes (no limit on capacity size);
Single use drinking cups and lids;
Plates and ~~non-compostable~~ eating utensils;
Drinking water in single-serve polyethylene terephthalate (PET) containers of 1 liter (34 ounces) or less; ~~and~~
Single use, non-biodegradable ~~recyclable~~ coffee or other beverage pods

It shall be unlawful to commercially sell, distribute or use the following single-use petroleum-based plastic and other listed products in the Town and County of Nantucket on or after June 1, 2022:

Flushable wipes containing plastic fibers, cloth fibers and/or anti-bacterial chemicals;

Cellulose acetate and or any other type of plastic fiber cigarette filters;
Plastic mesh tea bags;
Any type of non-deposit, plastic beverage container of 63 ounces or less, including, but not limited to water, flavored water, sparkling water, soda, energy drinks;
Boxed water containers with components of petroleum based plastic materials such as pouring spouts, caps and as a liner;
Plastic and glass nip bottles with capacities of up to 200ml;
Plastic stick ear buds;
Small, individual plastic bottles of body wash, shampoo, conditioner, body lotion with capacities of up to 200ml;
Plastic shopping bags, take-out bags, take-out containers, clam-shell containers and similar containers;
Any and all non-recyclable petroleum based plastic products with resin identification codes #3 through #7

Any and all packaging added to or supplied by a vendor within the Town of Nantucket for the purpose of transporting merchandise of any type shall be biodegradable and compostable.

Reusable compostable ~~C~~*containers and recyclable paper or cardboard containers are allowable alternatives and,* where not a health hazard as determined by the Board of Health or public law, *vendors shall encourage the use of such containers by allowing customers to bring their own containers or by providing* such *reusable containers at no charge or for a reasonable fee.*

Each vendor within the Town of Nantucket shall display a notice proximate to the point of sale device ~~*cash register*~~ *and plainly visible to its patron stating the following:*

> *"All packaging added or supplied by this vendor or commercial establishment for merchandise of any type being removed from this establishment must be biodegradable,* compostable *packaging. No non-biodegradable packaging may be added to or supplied by this vendor or commercial establishment for merchandise of any type being removed from the establishment."*

Section III. Exemption for Emergencies and other
Drinking water (plain, unflavored) - Sales occurring after a declaration of an emergency adversely affecting availability and/or quality of drinking water to Nantucket residents by the emergency Management Director or other duly authorized Town, Commonwealth or United States official shall be exempt from this Bylaw until seven (7) calendar days after such declaration has ended.
Medical packaging and medically required usage are exempted providing no recyclable alternatives are available.

Plant-based, biodegradable or compostable plastics are exempted from this Bylaw.

Section IV. Enforcement Process

Enforcement of this Bylaw shall be the discretionary responsibility of the Town Manager or her/his designee. Police officers and Health Agents have the authority to enforce this Bylaw. The Town Manager shall determine the inspection process to be followed, incorporating the process into other Town duties as appropriate. Any establishment conducting sales, distribution or otherwise engaging in the commercial use of the prohibited plastic products in violation of this Bylaw shall be subject to a noncriminal disposition fine as specified in Article II of Chapter 1 of the Code of the Town of Nantucket under M.G.L. Chapter 40, § 21D. Any such fines shall be paid to the Town of Nantucket. Enforcement shall be through the process of noncriminal disposition under MGL c. 40, § 21D and Article II of Chapter 1 of the Code of the Town of Nantucket.

V. Suspension of the Bylaw
If the Town Manager determines that the cost of implementing and enforcing this Bylaw has become unreasonable, then the Town Manager shall so advise the Select Board, and the Select Board shall conduct a public hearing to inform the citizens of such costs. After the public hearing, the Select Board may continue this Bylaw in force or may suspend it permanently or for such length of time as they may determine.

VI. Severability
The provisions of this bylaw and article are severable. If any part of this section should be held invalid by a court of competent jurisdiction, such invalidity shall not affect the remainder of the bylaw or article, and the remainder of the bylaw or article shall stay in full force and effect.

(Bruce Mandel, et al)
NOTE: Due to formatting restrictions, the references to "underlined italic blue" are shown in underlined italic black text.
FINANCE COMMITTEE MOTION: Move to amend Chapter 125A (Regulation of Sale, Distribution and Commercial Use of Certain Single-Use Plastics) of the Code of the Town of Nantucket, by taking the following actions *(NOTE: new language is shown as highlighted text, language to be deleted is shown by strikeout; these methods to denote changes are not meant to become part of the final text and, further, that non-sustentative changes to the numbering of this bylaw be permitted in order that it be in compliance with the numbering format of the Code of the Town of Nantucket)*:

Chapter 125A. Single-Use Plastics

Article I. Regulation of Sale, Distribution and Commercial Use of Certain Single-Use Plastics

§125A-1. Definitions and Purpose

A. Definitions

BOXED WATER
Any type of drinking water, flavored water, carbonated water, energy drink packaged in an aseptic carton, like the type often used for holding coconut water,

soy milk, soups, and the like. These cartons are typically promoted as being more than 75% made from recycled paper or other fibers, but the rest of it is often a set of plastic parts such as a cap and pouring ring and internal layers or linings made from petroleum-based plastics such as polyethylene and aluminum.

CARBONATED WATER
Water that contains dissolved carbon dioxide gas, either artificially injected under pressure or occurring due to natural geological processes. Carbonation causes small bubbles to form, giving the water an effervescent quality. Also known as "sparkling water", "tonics", "soda water", "club soda", "tonic water", "seltzer"' "pop" and the like.

COMMERCIAL USE
Use by a business, directly/indirectly for financial gain or convenience.

DRINKING WATER
Potable, unflavored, non-carbonated water that is safe to drink or to use for food preparation.

ENERGY DRINK
A type of drink containing sugar and/or other stimulant compounds when packaged in a petroleum based plastic container or packaged in a plastic lined paper or similar fiber package.

FLAVORED WATER
A category of beverage marketed as water which contains an array of additional ingredients, including, but not limited to, natural and artificial flavors, sugars, sweeteners, vitamins, minerals, and other "enhancements".

PETROLEUM-BASED PLASTIC
Plastic materials manufactured using petroleum-derived polymers. Compostable plastics as defined by ASTM International are exempted from this bylaw.

SINGLE-USE PLASTICS
Petroleum-based plastic products that are intended to be used only once before they are thrown away. They are "disposable" products. The items covered by this bylaw are listed herein.

B. Purpose: The purpose of the bylaw is to protect the health and safety of Nantucket's present and future generations, protect the Town's single-source aquifer, its scenic visage, historic status, reduce litter, reduce the threat to the environment caused by rapid filling of the landfill space and by possible introduction of toxic by-products into the groundwater and general environment, protect marine animals and food sources and save the citizens of the Town money. There are safe alternatives for each of the single-use petroleum-based plastic items banned.

§ 125A-2 Sale, distribution and commercial use of petroleum-based single-use plastic products.

It shall be unlawful to sell, distribute or commercially use the following single-use petroleum-based plastic products in the Town and County of Nantucket on or after June 1, 2020:

A. Straws and drink stirrers;

B. Flexible can and bottle yokes;

C. Drinking cups and lids;

D. Plates, bowls and eating utensils;

E. Drinking water in plastic or non-recyclable containers of one liter (34 ounces) or less; and

F. Single use, non-recyclable beverage pods.

It shall be unlawful to sell, distribute or commercially use the following single-use petroleum-based plastic products in the Town and County of Nantucket on or after June 1, 2022:

G. Flushable wipes containing plastic fibers, cloth fibers and/or anti-bacterial chemicals;

H. Plastic stick ear swabs;

§ 125A-3 Exemption for emergencies and other.

A. Drinking water. Sales occurring after a declaration of an emergency adversely affecting availability and/or quality of drinking water to Nantucket residents by the Emergency Management Director or other duly authorized Town, Commonwealth or United States official shall be exempt from this bylaw until seven calendar days after such declaration has ended.

B. Medical packaging and medically required usage are exempted providing no recyclable alternatives are available.

C. Compostable plastics are exempted from this bylaw.

§ 125A-4 Enforcement process.

Enforcement of this bylaw shall be the discretionary responsibility of the Town Manager or her/his designee. Police officers and health agents have the authority to enforce this bylaw. The Town Manager shall determine the inspection process to be followed, incorporating the process into other Town duties as appropriate. Any establishment

conducting sales, distribution or otherwise engaging in the commercial use of the prohibited plastic products in violation of this bylaw shall be subject to a noncriminal disposition fine as specified in Article II of Chapter 1 of the Code of the Town of Nantucket under MGL c. 40, § 21D. Any such fines shall be paid to the Town of Nantucket. Enforcement shall be through the process of noncriminal disposition under MGL c. 40, § 21D, and Article of Chapter 1 of the Code of the Town of Nantucket.

§125A-5 Suspension of bylaw.
If the Town Manager determines that the cost of implementing and enforcing this bylaw has become unreasonable, then the Town Manager shall so advise the Select Board, and the Select Board shall conduct a public hearing to inform the citizens of such costs. After the public hearing, the Select Board may continue this bylaw in force or may suspend it permanently or for such length of time as they may determine.

§125A-6. Severability.
The provisions of this bylaw ~~article~~ are severable. If any part of this bylaw ~~article~~ should be held invalid by a court of competent jurisdiction, such invalidity shall not affect the remainder of the bylaw ~~article~~, and the remainder of the bylaw ~~article~~ shall stay in full force and effect.

ARTICLE 76
(Bylaw Amendment: Bicycles)
Carried Over from 2020 Annual Town Meeting

To see if the Town will vote to amend the Town of Nantucket Code, Chapter 57 (Bicycles and Mopeds) by adding the following new Article IV, or take action relative thereto:

Article IV. Bicycle Right of Way

§57-13. Authority and Purpose
This article Is enacted in accordance withy G.L. c. 40, §22 to promote public safety by establishing certain rules and regulations concerning the use of the Town's roadways by bicycles and motor vehicles.

§57-14. Right of Way for Users of Multi-Use/Shared Use Paths

A. At any location at which a multi-use/shared path intersects with or is crossed by a public or private way or driveway with the exception of major intersections to be determined by the TON, bicyclists, pedestrians and other users of the paths shall have the right of way and any person operating a motor vehicle shall stop and yield to such bicyclist, pedestrian or other user.

B. At any location at which a multi-use/shared path intersects with or is crossed by a public or private way with the exception of major intersections to be determined by the TON, the Town shall install informative path-crossing signs and separate stop signs facing the motor vehicle approach to the intersection so that drivers of

motor vehicles are warned to use all caution necessary and to yield the right of way to any bicyclist, pedestrians or other users of the path.

For the purposes of paragraphs A and B in §57-14, a major intersection shall be considered to be the intersection between a main road, e.g. the Milestone Road, or secondary road that bears as much vehicular traffic as a main road, and a multi-use path.

§57-15. Severability.

The provisions of this bylaw are severable. If any provision, paragraph, sentence, or clause of this bylaw or the application thereof shall be held invalid, such invalidity shall not affect the other provisions or application of this bylaw.

(Ian Golding, et al)
FINANCE COMMITTEE MOTION: Moved that Chapter 57 (Bicycles and Mopeds) of the Code of the Town of Nantucket is hereby amended by adding the following new Article *(NOTE: non-substantive changes to the numbering of this bylaw shall be permitted in order that it be in compliance with the numbering format of the Code of the Town of Nantucket):*

Article IV
Bicycle Right of Way

§57-13. Authority and Purpose.
This article is enacted in accordance with G.L. c. 40, §22 to promote public safety by establishing certain rules and regulations concerning the use of the Town's roadways by bicycles and motor vehicles.

§57-14. Right of Way for Users of Multi-Use/Shared Use Paths.

A. At any location at which a multi-use/shared path intersects with or is crossed by a public or private way or driveway with the exception of major intersections to be determined by the Town of Nantucket, bicyclists, pedestrians and other users of the paths shall have the right of way and any person operating a motor vehicle shall stop and yield to such bicyclist, pedestrian or other user.

B. At any location at which a multi-use/shared path intersects with or is crossed by a public or private way with the exception of major intersections to be determined by the Town of Nantucket, the Town shall install informative path-crossing signs and separate stop signs facing the motor vehicle approach to the intersection so that drivers of motor vehicles are warned to use all caution necessary and to yield the right of way to any bicyclist, pedestrians or other users of the path.

For the purposes of paragraphs A and B in §57-14, a major intersection shall be considered to be the intersection between a main road, e.g. the Milestone Road, or secondary road that bears as much vehicular traffic as a main road, and a multi-use path.

§57-15. Severability.
The provisions of this bylaw are severable. If any provision, paragraph, sentence, or clause of this bylaw or the application thereof shall be held invalid, such invalidity shall not affect the other provisions or application of this bylaw.

ARTICLE 77
(Bylaw Amendment: Bicycles)
Carried Over from 2020 Annual Town Meeting

To see if the Town will vote to amend the Town of Nantucket Code, Chapter 57 (Bicycles and Mopeds) by adding the following new Article IV, or take action relative thereto:

Article IV. Bicycle Passing Buffer Zone

§57-16. Authority and Purpose
This article Is enacted in accordance withy G.L. c. 40, §22 to promote public safety by establishing certain rules and regulations concerning the use of the Town's roadways by bicycles and motor vehicles.

§57-17. Bicycle Passing Buffer Zone

No person operating a motor vehicle on a public way within the Town of Nantucket shall overtake or pass a bicyclist proceeding in the same direction of travel unless a three-foot separation can be given between the right side of the driver's vehicle, including all mirrors and other projections, and the left side of the bicyclist at all times.

§57-18. Severability.

The provisions of this bylaw are severable. If any provision, paragraph, sentence, or clause of this bylaw or the application thereof shall be held invalid, such invalidity shall not affect the other provisions or application of this bylaw.

(Ian Golding, et al)
FINANCE COMMITTEE MOTION: Moved that Chapter 57 (Bicycles and Mopeds) of the Code of the Town of Nantucket is hereby amended by adding the following new Article: *(NOTE: non-substantive changes to the numbering of this bylaw shall be permitted in order that it be in compliance with the numbering format of the Code of the Town of Nantucket):*

Article V
Bicycle Passing Buffer Zone

§57-16. Authority and Purpose.
This article Is enacted in accordance with G.L. c. 40, §22 to promote public safety by establishing certain rules and regulations concerning the use of the Town's roadways by bicycles and motor vehicles.

§57-17. Bicycle Passing Buffer Zone.
No person operating a motor vehicle on a public way within the Town of Nantucket shall overtake or pass a bicyclist proceeding in the same direction of travel unless a three-foot separation can be given between the right side of the driver's vehicle, including all mirrors and other projections, and the left side of the bicyclist at all times.

§57-18. Severability.
The provisions of this bylaw are severable. If any provision, paragraph, sentence, or clause of this bylaw or the application thereof shall be held invalid, such invalidity shall not affect the other provisions or application of this bylaw.

ARTICLE 78
(Bylaw Amendment: Bicycles)
Carried Over from 2020 Annual Town Meeting

To see if the Town will vote to amend the Town of Nantucket Code, Chapter 57 (Bicycles and Mopeds) by adding the following new Article IV, or take action relative thereto:

Article IV. Bicycle Accident Database

§57-19. Authority and Purpose
This article Is enacted in accordance withy G.L. c. 40, §22 to promote public safety by establishing certain rules and regulations concerning the use of the Town's roadways by bicycles and motor vehicles.

§57-20. Bicycle Accident Database

To see if the Town will vote to use up to $50,000 (fifty thousand) from collected Motor Vehicle Excise Taxes to develop and maintain a database of all motor vehicle accidents involving bicycles. Said database shall be a public record and shall be made available to the public via a link on the Town's website. The database shall include the date, time and location of the accident, the number of vehicles and bicycles involved and whether the bicyclist suffered any injury. Any doctor, nurse, or first responder or other medical provider providing treatment to an individual injured as a bicyclist in an accident with a motor vehicle shall be requested to make a report to the Chief of Police for inclusion in the Bicycle Accident Database. For purposes of this section, neither the Database, nor any report issued by a medical provider, shall include the name or any identifying information concerning an injured individual.

§57-21. Severability.

The provisions of this bylaw are severable. If any provision, paragraph, sentence, or clause of this bylaw or the application thereof shall be held invalid, such invalidity shall not affect the other provisions or application of this bylaw.

(Ian Golding, et al)

FINANCE COMMITTEE MOTION: Moved not to adopt the Article.

ARTICLE 79
(Bylaw Amendment: Outdoor Lighting)
Carried Over from 2020 Annual Town Meeting

[HISTORY: Adopted by the Annual Town Meeting of the Town of Nantucket 4-14-2005, Art. 52, approved 10-18-2005. Amendments noted where applicable.]

To see if the Town will vote to amend Chapter 102. Outdoor Lighting. of the Code of the Town of Nantucket by adding the following amendments:

A. Authorize a special monthly inspection night shift, with a pay differential for night time work.

B. Follow up to date State of the Art Standards to integrate new technology available to ensure the continuing attraction and potential expansion of Nantucket as a tourist destination for star gazing, if necessary using private-public funding.

Or to take any other action related thereto.

(Linda Williams, et al)
FINANCE COMMITTEE MOTION: Moved not to adopt the Article.

ARTICLE 80
(Bylaw Amendment: Noise – Gas-powered Leaf Blowers)
Carried Over from 2020 Annual Town Meeting

To see if the Town will vote to amend the Town of Nantucket Noise Bylaw in the following manner: Amend Section 101-2 of the Town's Code of Bylaws to prohibit, on a Town-wide basis commencing on December 1, 2020, the use of gas-powered leaf blowers at all times of the day on all days of the year, by any commercial landscaper, commercial landscape company, or other entity engaged in the business of providing home and yard repair, clean-up, and maintenance services for a fee; or take any other action on the matter.

Explanation: Complaints regarding gas-powered leaf blowers by property owners and gardening contractors have been increasing as the use of these tools has also increased. The environmental impact of such gas-powered equipment has also become a growing concern. Finally, it appears that some local commercial landscaping companies have already adopted battery-powered leaf blowers as an effective alternative with much reduced noise levels.

(Julia Lindner, et al)
FINANCE COMMITTEE MOTION: Moved not to adopt the Article.

FINANCE COMMITTEE COMMENT: The Finance Committee is concerned about the undocumented and unverified assertions by the Article sponsor.

ARTICLE 81
(Bylaw Amendment: Community Preservation Committee)

To see if the Town will vote to amend Section 11-12 of the Town Code regarding the Committee Preservation Committee as follows, with bold text representing additions to the bylaw and strike through text representing deletions; provided that if, at any annual town election occurring after the effective date of this amendment, the terms of both of the elected members are expiring at the same time, the person receiving the highest number of votes shall serve for a three year term and the person receiving the next highest number of votes shall serve for an initial two year term:

§ 11-21. Establishment; membership; appointment; term.
The Community Preservation Committee is established in accordance with MGL c. 44B, §§ 3 through 7. The Committee shall consist of nine members. The members shall include an appointed designee from each of the following boards, commissions or authorities: the Conservation Commission; the Historic District Commission; the Land Bank; the Planning Board; the Park and Recreation Commission; the Nantucket Housing Authority; the Board of Selectmen. The respective board, commission or authority shall appoint each designee and, whenever necessary, fill unexpired terms. These members shall serve ~~their initial appointments respective of the sequence they are listed above, as follows: three members for three-year terms; two members for two-year terms; and two members for one-year terms; thereafter all appointments shall be~~ for three-year terms. There shall also be two members-at-large **elected for three year terms by the voters of Nantucket.** ~~from the community~~. ~~The Board of Selectmen shall appoint these members for one-year terms; thereafter these members shall be determined each third year through normal Town election and balloting procedures. Whenever necessary, these members-at-large shall be appointed by the Board of Selectmen to fill an unexpired term.~~

Or to act in relation thereto.

(Ken Beaugrand, et al)
FINANCE COMMITTEE MOTION: Moved that Chapter 11 (Committees), Article VI (Community Preservation Committee), Section 11-21 (Establishment; membership; appointment; term) of the Town Code is hereby amended as follows *(*provided that if, at any annual town election occurring after the effective date of this amendment, the terms of both of the elected members are expiring at the same time, the person receiving the highest number of votes shall serve for a three year term and the person receiving the next highest number of votes shall serve for an initial two year term
(NOTE: new language is shown as highlighted text, language to be deleted is shown by strikeout; these methods to denote changes are not meant to become part of the final text and, further, that non-sustentative changes to the numbering of this bylaw be permitted in order that it be in compliance with the numbering format of the Code of the Town of Nantucket):

§ 11-21. Establishment; membership; appointment; term.

The Community Preservation Committee is established in accordance with MGL c. 44B, §§ 3 through 7. The Committee shall consist of nine members. The members shall

include an appointed designee from each of the following boards, commissions or authorities: the Conservation Commission; the Historic District Commission; the Land Bank; the Planning Board; the Park and Recreation Commission; the Nantucket Housing Authority; the Board of Selectmen. The respective board, commission or authority shall appoint each designee and, whenever necessary, fill unexpired terms. These members shall serve ~~their initial appointments respective of the sequence they are listed above, as follows: three members for three-year terms; two members for two-year terms; and two members for one-year terms; thereafter all appointments shall be~~ for three-year terms. There shall also be two members-at-large elected for three-year terms by the voters of Nantucket. ~~from the community~~. ~~The Board of Selectmen shall appoint these members for one-year terms; thereafter these members shall be determined each third year through normal Town election and balloting procedures. Whenever necessary, these members-at-large shall be appointed by the Board of Selectmen to fill an unexpired term.~~

ARTICLE 82
(Bylaw Amendment: Streets and Sidewalks)

To see if the Town will vote to limit and minimize traffic signs on the island of Nantucket by amending Chapter 127, Sections 19 and 20 of the Code of the Town of Nantucket, by adding new language as highlighted:

§ 127-19 Limitations on road improvements and construction.

A. The Town will preserve the historic character of its road system by prohibiting the following improvements or construction for any publicly owned way or street on Nantucket unless an exception of any of the following standards is expressly authorized by a vote of Town Meeting:

(1) The installation of automated traffic signals;

(2) Road widenings for the purpose of increasing motor vehicle travel capacity;

(3) The construction of travel lanes dedicated as turning lanes for motor vehicles;

(4) The construction of new public streets; and

(5) Paving of any unimproved publicly owned streets, ways, or roads.

(6) Reserved

(7) The installation of regulatory signs larger than the smallest or “minimum” size, as defined in the Massachusetts Department of Highways current Manual on Uniform Traffic Control Devices (MUTCD); the installation of any non-regulatory or MUTCD warning or guide sign with a dimension greater than 24”; the use of fluorescent background colors on signs; the use of LED or other lights in a sign; the installation of a warning sign within 1000 feet of another sign, unless such warning sign is defined by the

MUTCD as an intersection warning sign or a pedestrian warning sign posted directly at a crosswalk.

B. This section shall not apply to state roads, ways pursuant to the Subdivision Control Law, and common driveways.

§ 127-20 Exceptions.

Exceptions to the above prohibitions are:

A. Areas located within the Town Overlay District (not including traffic signals or road widenings for vehicle capacity or installation of signs) as depicted on the map entitled "Town and County Overlay District," dated January 2, 2002, Nantucket Planning and Economic Development Commission (Article 37, 2002 ATM) as duly amended and on file at the Town Clerk's office.

B. Reconstruction of road beds and resurfacing of paved roads in existence prior to the effective date of this article.

C. Road improvements (not including traffic signal systems or installation of signs) as required by the Planning Board in conjunction with the approval of subdivision plans.

D. Reconstruction of existing road drainage systems or construction of new drainage systems, provided that such systems are equipped with petroleum separation and capture per Massachusetts Department of Environmental Protection standards.

E. Bike paths and bike lanes.

F. Installation of warning signs in a school zone. Temporary installation of warning signs during construction.

G. Road improvements on First Way required by the Planning Board or the Board of Selectmen to support affordable housing, such housing defined herein as that housing intended primarily for year-round residents earning up to 150% of median family income as determined by the U,S. Department of Housing and Urban Development, and sponsored by a municipal entity, the Housing Authority or its designated nonprofit; housing required in connection with § 139-11J (MCD); or housing on lots subject to a Nantucket Housing Needs Covenant.

(Kevin Kuester, et al)
FINANCE COMMITTEE MOTION: Moved to take no action on the Article.

ARTICLE 83
(Bylaw Amendment: Board of Sewer Commissioners/Town Sewer District Map Changes – Evergreen Way and Monohansett Road)

To see if the Town will vote to amend Chapter 41 (Board of Sewer Commissioners), Section 41-3A (Town Sewer District) of the Code of the Town of

Nantucket by taking the following actions:

Add the following parcels to the Town Sewer District:

Map	Lot	Number	Street
68	700.1	2A	Evergreen Way
68	701.1	4	Evergreen Way
68	701.2	4A	Evergreen Way
68	702	6	Evergreen Way
68	703	8	Evergreen Way
68	703.1	8 -	Evergreen Way
68	704	10	Evergreen Way
68	705	12	Evergreen Way
68	706	14	Evergreen Way
68	707	16	Evergreen Way
68	707.1	16B	Evergreen Way
68	708	18	Evergreen Way
68	700	44	Monohansett Road

And to take any other action as may be related thereto.

(Select Board/Sewer Commissioners)
FINANCE COMMITTEE MOTION: Moved that Chapter 41 (Board of Sewer Commissioners), Section 41-3A (Town Sewer District) of the Code of the Town of Nantucket is hereby amended by adding the following parcels to the Town Sewer District:

Map	Lot	Number	Street
68	700.1	2A	Evergreen Way
68	701.1	4	Evergreen Way
68	701.2	4A	Evergreen Way
68	702	6	Evergreen Way
68	703	8	Evergreen Way
68	703.1	8 -	Evergreen Way
68	704	10	Evergreen Way
68	705	12	Evergreen Way
68	706	14	Evergreen Way
68	707	16	Evergreen Way
68	707.1	16B	Evergreen Way
68	708	18	Evergreen Way
68	700	44	Monohansett Road

NOTE: At its meeting on March 10, 2021, the Select Board acting as the Sewer Commissioners, voted to add the parcel referenced in the Article to the Town Sewer District. Further, prior to any sewer extension being undertaken the owner(s) of the property must comply with any and all conditions of the Town, including but not limited

to payment for engineering, construction, condition assessment and capacity analysis of the current and potential upgrade of the force main and/or sewer line to which this property would be connected.

ARTICLE 84
(Bylaw Amendment: Board of Sewer Commissioners/Sewer District Map Change - 18 Evergreen Way)

To see if the Town will vote to: Amend the core sewer district map to include 18 Evergreen Way identified as Nantucket Tax Assessor's Map-68, Parcel 708 which property currently abuts the existing sewer district

; or otherwise act thereon.

(Brian Ryder, et al)
FINANCE COMMITTEE MOTION: Moved to take no action on the Article.

FINANCE COMMITTEE COMMENT: The parcel contained in the Article is included in Article 83.

ARTICLE 85
(Bylaw Amendment: Board of Sewer Commissioners/Sewer District Map Change - 154R Cliff Road)
Carried Over from 2020 Annual Town Meeting

To see if the Town will vote to: Amend the sewer district map to include 154R Cliff Road, identified as Nantucket Tax Accessor's Map 41, Parcel 73.1, which is currently outside the core sewer district.

; or otherwise act thereon.

(Bryan Swain, et al)
FINANCE COMMITTEE MOTION: Moved to take no action on the Article.

NOTE: At its meeting on March 10, 2021, the Select Board acting as the Sewer Commissioners voted not to add the parcel referenced in the Article to the Town Sewer District. If a positive Motion were to be brought forward at Town Meeting, a two-thirds vote would be required from Town Meeting in order for the Article to be adopted; and if so adopted, prior to any sewer extension being undertaken the owner(s) of the property must comply with any and all conditions of the Town, including but not limited to payment for engineering, construction, condition assessment and capacity analysis of the current and potential upgrade of the force main and/or sewer line to which this property would be connected.

Quantum of vote required for passage of a positive motion is 2/3

ARTICLE 86
(Bylaw Amendment: Board of Sewer Commissioners/Sewer District Map Change - 18 Kimball Avenue)

Carried Over from 2020 Annual Town Meeting

To see if the Town will vote to: Amend the sewer district map to include 18 Kimball Avenue, identified as Nantucket Tax Accessor's Map 30, Parcel 109, which is currently outside the core sewer district.

; or otherwise act thereon.

(Bryan Swain, et al)

FINANCE COMMITTEE MOTION: Moved not to adopt the Article.

NOTE: At its meeting on March 10, 2021, the Select Board acting as the Sewer Commissioners voted not to add the parcel referenced in the Article to the Town Sewer District. If a positive Motion were to be brought forward at Town Meeting, a two-thirds vote would be required from Town Meeting in order for the Article to be adopted; and if so adopted, prior to any sewer extension being undertaken the owner(s) of the property must comply with any and all conditions of the Town, including but not limited to payment for engineering, construction, condition assessment and capacity analysis of the current and potential upgrade of the force main and/or sewer line to which this property would be connected.

Quantum of vote required for passage of a positive motion is 2/3

ARTICLE 87
(Bylaw Amendment: Board of Sewer Commissioners/Siasconset Sewer District Map Change - 8 Isobels Way)

To see if the Town will vote to amend the Siasconset Sewer District map to include the following properties, currently outside the district, to within the district:

Map	Lot	Number	Street
49	113	8	Isobels Way

All as shown on the attached map.

Or to take any other action related thereto.

(Richard Beaudette, et al)

FINANCE COMMITTEE MOTION: Moved to take no action on the Article.

NOTE: At its meeting on March 10, 2021, the Select Board acting as the Sewer Commissioners voted not to add the parcel referenced in the Article to the Town Sewer District. If a positive Motion were to be brought forward at Town Meeting, a two-thirds vote would be required from Town Meeting in order for the Article to be adopted; and if so adopted, prior to any sewer extension being undertaken the owner(s) of the property must comply with any and all conditions of the Town, including but not limited to

payment for engineering, construction, condition assessment and capacity analysis of the current and potential upgrade of the force main and/or sewer line to which this property would be connected.

Quantum of vote required for passage of a positive motion is 2/3

ARTICLE 88
(Bylaw Amendment: Board of Sewer Commissioners/Sewer District Map Change – 1 Morgan Square)

To see if the Town will vote to amend the Sewer District Map to include the following property, currently outside the district, to within the district:

Map	Parcel	Address
87	3.3	1 Morgan Square

As shown on the attached map or to take any other action related thereto

(Lori A. Geddes, et al)
FINANCE COMMITTEE MOTION: Moved to take no action on the Article.

NOTE: At its meeting on March 10, 2021, the Select Board acting as the Sewer Commissioners voted not to add the parcel referenced in the Article to the Town Sewer District. If a positive Motion were to be brought forward at Town Meeting, a two-thirds vote would be required from Town Meeting in order for the Article to be adopted; and if so adopted, prior to any sewer extension being undertaken the owner(s) of the property must comply with any and all conditions of the Town, including but not limited to payment for engineering, construction, condition assessment and capacity analysis of the current and potential upgrade of the force main and/or sewer line to which this property would be connected.

Quantum of vote required for passage of a positive motion is 2/3

ARTICLE 89
(Bylaw Amendment: Board of Sewer Commissioners/Sewer District Map Change – Kimball Avenue and Heather Lane)

To see if the Town will vote to amend the Core Sewer District map to include the following properties, currently outside of the district, to within the district:

Map	Parcel	Number	Street
30	109	18	Kimball Avenue
30	283	3	Heather Lane
30	108	4	Heather Lane
30	24.1	5	Heather Lane
30	24.2	7	Heather Lane

All as shown on the attached map.

Or to take any other action related thereto.

(Linda Williams, et al)
FINANCE COMMITTEE MOTION: Moved to take no action on the Article.

NOTE: At its meeting on March 10, 2021, the Select Board acting as the Sewer Commissioners voted not to add the parcel referenced in the Article to the Town Sewer District. If a positive Motion were to be brought forward at Town Meeting, a two-thirds vote would be required from Town Meeting in order for the Article to be adopted; and if so adopted, prior to any sewer extension being undertaken the owner(s) of the property must comply with any and all conditions of the Town, including but not limited to payment for engineering, construction, condition assessment and capacity analysis of the current and potential upgrade of the force main and/or sewer line to which this property would be connected.

Quantum of vote required for passage of a positive motion is 2/3

ARTICLE 90
(Bylaw: Short-Term Rentals)

To see if the Town will vote to amend the Town Code by adding a new Chapter 142 as follows, and further to authorize the Town Clerk to make non-substantive, ministerial revisions to the numbering of this bylaw in order that it be in compliance with the numbering format of the Code of the Town of Nantucket; or to take any other action relative thereto.

CHAPTER 142: SHORT-TERM RENTALS

§ 142-1 PURPOSE.

The purposes of this Bylaw are to:

- Provide a process through which Nantucket can continue the historic tradition of a vibrant vacation rental market by owner-occupied homes such that they may be permitted and registered with the Town of Nantucket for lawful use as Short-Term Rentals (as defined below);
- Help ensure equity and sufficiency of housing stock for year-round residents
- Protect the health and safety of renters and residents for those lawful Short-Term Rentals;
- Ensure that Short-Term Rentals will not be detrimental to the character and livability of the Island and the residential neighborhoods surrounding such Short-Term Rentals; and
- Ensure proper regulation of exclusively commercial uses of homes in Nantucket's residential areas.

§ 142-2 DEFINITIONS.

Short-Term Rental: Any rental of a residential dwelling unit, or of a bedroom within a dwelling unit, in exchange for payment, as residential accommodations for a duration of less than thirty (30) consecutive days, but not a Transient Residential Facility.

Short-Term Renter: Any person or persons occupying a dwelling unit, or a bedroom within a dwelling unit, as a Short-Term Rental.

Short-Term Rental Operator: The person or persons offering a dwelling unit or bedroom for short-term rental with (if not the owner) the written permission of the owner, and the condominium association or homeowners association, where applicable.

Resident Short-Term Rental: The short-term rental of a dwelling unit, or of individual bedrooms within a dwelling unit, that is a residence of, or accessory to the residence of, a Nantucket resident, which residency shall be determined by the Town using one or more of the following methods – proof of enrollment in the Nantucket residential exemption program, tenancy agreement along with photo ID, or an income tax return for the current year and a recent utility bill, both showing the current address of the operator as the address of the Short-Term Rental.

§ 142-3 REQUIREMENTS AND LIMITATIONS ON FREQUENCY AND USE.

(a) Short-Term Rentals are permitted as an accessory use to a permitted principal residential use, subject to the following requirements:

1. No residential premises may be used as a Short-Term Rental except in compliance with this bylaw.

2. The following residential housing units may not be used as short-term rentals: (i) Any residential property in violation of the State Sanitary Code, 105 CMR 410; and (ii) residential units designated as affordable or otherwise income-restricted, which are subject to affordability covenants or are otherwise subject to housing or rental assistance under local, state, or federal programs or law.

3. Resident Short-Term Rentals shall not exceed, in the aggregate, ninety (90) consecutive or nonconsecutive days per calendar year.

4. Other than Resident Short-Term Rentals, Short-Term Rentals shall not exceed, in the aggregate, forty-five (45) consecutive or nonconsecutive days per calendar year.

5. Short-Term Rental Operators shall offer all Short-Term Rentals, other than Resident Short-Term Rentals, to only one party of Short-Term Renters at a time, not rented as separate bedrooms, beds, or spaces to separate parties.

6. Occupancy within a Short-Term Rental shall be limited to 2 people per bedroom for the maximum number of bedrooms lawfully available at the Short-Term Rental pursuant to its current Title V certification.

7. A Short-Term Renter shall be limited to parking one (1) vehicle per Short-Term Rental.

8. No Short-Term Rentals shall be for a period of less than seven (7) consecutive days. Resident Short-Term Rentals shall be exempt from the minimum stay duration requirement set forth in this paragraph provided that such rental is for a single private room in a residence occupied by a Nantucket resident as defined in this Chapter.

9. Short-Term Rental Operators shall provide all Renters with contact information for the Short-Term Rental Operator, or when the operator is not present, the contact information for a locally available contact designated to respond to all emergencies and problems that may arise during the rental period, whether from renters, neighbors or municipal authorities. Short-Term Rental Operators shall also provide all Short-Term Renters with all applicable trash, noise, parking and other local regulations.

§ 142-4 REGULATIONS. The Board of Health shall have the authority to promulgate regulations to carry out and enforce the provisions of this Chapter 142 "Short-Term Rentals."

§ 142-5 REGISTRATION, PERMITTING, INSPECTION AND FEES.

(a) All Short-Term Rental Operators shall apply for a "Short-Term Rental Operator Permit" (the "Permit") with the Town's Board of Health prior to offering the Short-Term Rental use and occupancy.

(b) The fees for such Permit shall be as follows:

a. Resident Short-Term Rentals - $150 per year, exclusive of any other applicable local fees or costs; and

b. All other Short-Term Rentals - $500 per year, exclusive of any other applicable local fees or costs.

(c) Permit applicants must be current with all town taxes, water, and sewage charges, and shall not have any outstanding building, sanitary, zoning, or fire code violations, orders of abatement, or stop work orders. If a violation or other order is issued to the Short-Term Rental Operator after a Permit is granted, the Town may suspend or revoke said Permit until the violation has been cured or otherwise resolved, subject to the requirements of Chapter 19, §§ 13 -18. Multiple violations by any one Short-Term Rental Operator may, at the Town's discretion, disqualify that Short-Term Rental Operator from obtaining a permit in the future. Short-Term Rental Operators shall comply with all applicable federal, state, and local laws and codes, including but not limited to the Fair Housing Act, G.L. c. 151B and local equivalents and regulations related thereto, and all other regulations applicable to residential dwellings.

(d) If a Permit is granted, the Short-Term Rental Operator shall register with the Town all such Short-Term Rentals, and secure a Certificate of Registration according to standards set forth by the Board of Health. Such registration shall include an attestation that the Permit-holder is in compliance with all applicable federal, state and local laws. The Board of Health shall not grant any Certificate of Registration unless the Permit-holder has (1) paid all associated permit fees; (2) provided contact information for person to address any issues at the Short-Term Rental within two (2) hours' notice; and (3) provided the Town with a Certificate of Insurance evidencing liability insurance coverage for the Short-Term Rental in an amount to be determined by regulation by the Board of Health.

(e) At all times, the Short-Term Rental Operator shall maintain an up-to-date log of all occupants that occupy the Short-Term Rental. This log shall contain the name of at least one Short-Term Renter, the total number of guests for the stay, and dates of each rental period. The log shall be available for inspection by the Board of Heath upon request, and kept accessible for a period of three (3) years.

(f) Permit-holders are subject to inspection of the Short-Term Rental by the Town upon reasonable notice via consent or administrative warrant, or without such notice in the event of imminent concern or threat to public health or safety.

(g) Permits are valid for one (1) year, and may be renewed at the Board of Health's discretion, provided that the Short-Term Rental Operator has compiled with the provisions of this Chapter and any associated regulations during the preceding year and the Building Department issues a new Certificate of Registration.

(h) Permits are granted to named Short-Term Rental Operators and do not run with the land. If the Short-Term Rental is sold or transferred out of ownership, a new Permit application needs to be filed before Short-Term Rentals can continue or resume.

(i) The Town, through its Town Manager, may procure services to assist in any aspect of administering this Bylaw.

§ 142-6 ENFORCEMENT

All violations of this section may be penalized by a noncriminal disposition as provided for in G.L. c. 40, § 21D and imposing a fine of Three Hundred Dollars ($300). Each day of violation shall be deemed a separate and distinct offense. The provisions of this section may also be enforced, if applicable, by the Town seeking an injunction from a court of competent jurisdiction prohibiting the offering of the Short-Term Rental. Nothing herein shall be construed to preclude the Town from seeking any additional penalties or taking any additional enforcement action as allowed for by law.

§ 142-9 SEVERABILITY.

If any provision in this section shall be held to be invalid by a court of competent jurisdiction, then such provision shall be considered separately and apart from the remaining provisions, which shall remain in full force and effect.

§ 142-8 EFFECTIVE DATE.
The provisions of this Chapter 142 “Short-Term Rentals” shall take effect on October 1, 2021.

(Tobias Glidden, et al)
FINANCE COMMITTEE MOTION: Moved not to adopt the Article.

ARTICLE 91
(Bylaw: Safety of Drinking Water)

To see if the town will vote to amend the General Bylaws of the town by inserting a new bylaw as follows:

Safety of Drinking Water

1. In addition to, as supplemental home rule requirements, and not in any way in derogation of any applicable federal or state water quality standards and requirements, public water suppliers or distributors, that are operated by the town of Nantucket or any of its instrumentalities, boards, committees, commissions or agencies, included but not limited to the Nantucket water department, Wannacomet Water Company, Nantucket Public Schools, Nantucket Memorial Airport, and Nantucket Land Bank shall have the quality of water tested at an independent laboratory at least once per calendar quarter, or more often as may be required by applicable federal or state requirements, which tests shall include at least tests for the presence of chemical compounds known as PFAS.
2. In the event any test described in section 1 of this Bylaw or any test however arising reports a test result for PFAS at a level of 15 parts per trillion, or higher, the foregoing described town of Nantucket public water supplier or distributor shall in addition to any other applicable federal or state requirement:

(A) issue a public alert by posting such test results in a newspaper of general circulation within the town and posting the test results on the town of Nantucket website; and

(B) present to the town of Nantucket Select Board at a public meeting within 90 days of the date of receipt of such test report, a corrective action plan and time table by which the presence of PFAS in drinking water supplies at the above stated level are to be addressed and remediated.

(Meghan P. Glowacki, et al)
FINANCE COMMITTEE MOTION: Moved to take no action on the Article.

ARTICLE 92
(Home Rule Petition: Real Estate Exchange of Nantucket Islands Land Bank’s Nobadeer Playing Fields for the Town of Nantucket’s Mill Hill Park)

To see if the Town will vote to authorize submission of a petition by the Town to the General Court consistent with the requirements of Article 97 of the Amendments to the Massachusetts Constitution to enact special legislation to authorize the transfer and

conveyance of portions of certain parcels of land in the Town of Nantucket owned by the Town and Nantucket Islands Land Bank respectively for recreational, open space, or public park purposes, as described in more detail below and as shown on a map entitled "2021 Annual Town Meeting Warrant Article 92" dated June 5, 2021 and filed with the Office of the Town Clerk, provided, however, that the General Court may with the approval of both the Nantucket Islands Land Bank Commission and the Select Board, make constructive changes in language as may be necessary or advisable towards perfecting the intent of this article or in order to secure passage:

AN ACT AUTHORIZING THE NANTUCKET ISLANDS LAND BANK AND THE TOWN OF NANTUCKET TO TRANSFER, CONVEY OR OTHERWISE DISPOSE TO EACH OTHER PORTIONS OF CERTAIN LANDS SITUATED IN THE TOWN OF NANTUCKET HELD FOR RECREATIONAL, OPEN SPACE, OR PUBLIC PARK PURPOSES

Be it enacted by the Senate and the House of Representatives in General Court assembled, and by the authority of the same, as follows:

Section 1. In order to promote the effective and efficient management of each property for the purposes that it is now used, the Town of Nantucket and the Nantucket Islands Land Bank are hereby authorized to exchange ownership of the property commonly known as "Mill Hill Park", now owned by the Town of Nantucket as a public park, for the property commonly known as the "Nobadeer Playing Fields," now owned by the Nantucket Islands Land Bank for recreational purposes, all as more particularly described in the following sections of this Act.

Section 2. Pursuant to Article 97 of the Amendments of the Constitution of the Commonwealth of Massachusetts and notwithstanding the provisions of any general or special law to the contrary, the Nantucket Islands Land Bank may transfer, convey or otherwise dispose of portions of that certain parcel of land situated in the Town of Nantucket to the Town of Nantucket for recreational purposes, described as follows:

a. Approximately 14.8 Acres of Lot 1 on the plan entitled "Plan of Land North Pasture Milestone Road on Nantucket, MA" dated February 5, 1998, recorded with the Nantucket Registry of Deeds in Plan File 52A, being that Project Area called the Nobadeer Farm Recreational Facility permitted by the Division of Fisheries & Wildlife MA Endangered Species Act (G.L. c. 131A) Conservation and Management Permit Conservation Permit No. 008-126.DFW recorded in Nantucket Registry of Deeds Book 1167, Page 213, and also being a portion of Nantucket Tax Assessor's Map 69, Parcel 1; and
b. A parcel of land comprised of a portion of 2 Milestone Road, shown on Nantucket Tax Assessor's Map 55, Parcel 65 and a portion of 174 Orange Street, shown on Nantucket Tax Assessor's Map 55, Parcel 64 from the edge of asphalt road to include the existing bike path as shown on a plan entitled "Conceptual Plan for 174 Orange Street and 2 Milestone Road" containing 7,450 square feet more or less.

Any such disposition shall be on such terms and conditions as the Nantucket Islands Land Bank Commission deems appropriate, which may include the reservation of restrictions and easements and which shall be conditioned upon receipt of the parcel described in the following Section 3.

Section 3. Pursuant to Article 97 of the Amendments of the Constitution of the Commonwealth of Massachusetts and notwithstanding the provisions of any general or special law to the contrary, the Town of Nantucket may transfer, convey or otherwise dispose of portions of those certain parcels of land situated in the Town of Nantucket to the Nantucket Islands Land Bank for passive recreational, open space, or public park purposes, described as follows:

Approximately 16.5 Acres of land comprised of five (5) parcels now used as a public park:

a. Nantucket Tax Assessor's Map 55.4.4, Parcel 81, being the fourth parcel described in the deed recorded in Nantucket Registry of Deeds Book 124, Page 403 (37 Prospect Street);
b. Nantucket Tax Assessor's Map 55.4.4, Parcel 57, being the first parcel described in the deed recorded in Nantucket Registry of Deeds Book 124, Page 403 and shown as Lot D on Land Court Plan No. 12559A (39 Prospect Street);
c. Nantucket Tax Assessor's Map 55, Parcel 321, being the third parcel described in the deed recorded in Nantucket Registry of Deeds Book 124, Page 403 and shown as Lot C on Land Court Plan No. 12559A (47 Prospect Street);
d. Nantucket Tax Assessor's Map 55, Parcel 319, being the second parcel described in the deed recorded in Nantucket Registry of Deeds Book 124, Page 403 and shown on Land Court Plan No. 13837A (North Mill Street); and
e. Nantucket Tax Assessor's Map 55, Parcel 1, being described in the deed recorded in Nantucket Registry of Deeds Book 663, Page 250 and shown as Lot 15 on the plan recorded in Nantucket Registry of Deeds Plan Book 24, Page 84 (29 Vesper Lane).

Any such disposition shall be on such terms and conditions as the Town of Nantucket Select Board deems appropriate, which may include the reservation of restrictions and easements and which shall be conditioned upon receipt of the parcel described in the foregoing Section 2.

Section 4. This act shall take effect upon its passage.

Or to take any other action related thereto.

(Select Board)
FINANCE COMMITTEE MOTION: Moved that the Town's representatives to the General Court are hereby requested to introduce legislation as set forth below; and, that the General Court, with the approval of the Select Board, make constructive changes in

the text hereof as may be necessary or advisable to accomplish the intent of the legislation in order to secure its passage, as follows:

AN ACT AUTHORIZING THE NANTUCKET ISLANDS LAND BANK AND THE TOWN OF NANTUCKET TO TRANSFER, CONVEY OR OTHERWISE DISPOSE TO EACH OTHER PORTIONS OF CERTAIN LANDS SITUATED IN THE TOWN OF NANTUCKET HELD FOR RECREATIONAL, OPEN SPACE, OR PUBLIC PARK PURPOSES

Be it enacted by the Senate and the House of Representatives in General Court assembled, and by the authority of the same, as follows:

Section 1. In order to promote the effective and efficient management of each property for the purposes that it is now used, the Town of Nantucket and the Nantucket Islands Land Bank are hereby authorized to exchange ownership of the property commonly known as "Mill Hill Park", now owned by the Town of Nantucket as a public park, for the property commonly known as the "Nobadeer Playing Fields," now owned by the Nantucket Islands Land Bank for recreational purposes, all as more particularly described in the following sections of this Act.

Section 2. Pursuant to Article 97 of the Amendments of the Constitution of the Commonwealth of Massachusetts and notwithstanding the provisions of any general or special law to the contrary, the Nantucket Islands Land Bank may transfer, convey or otherwise dispose of portions of that certain parcel of land situated in the Town of Nantucket to the Town of Nantucket for recreational purposes, described as follows:

a. Approximately 14.8 Acres of Lot 1 on the plan entitled "Plan of Land North Pasture Milestone Road on Nantucket, MA" dated February 5, 1998, recorded with the Nantucket Registry of Deeds in Plan File 52A, being that Project Area called the Nobadeer Farm Recreational Facility permitted by the Division of Fisheries & Wildlife MA Endangered Species Act (G.L. c. 131A) Conservation and Management Permit Conservation Permit No. 008-126.DFW recorded in Nantucket Registry of Deeds Book 1167, Page 213, and also being a portion of Nantucket Tax Assessor's Map 69, Parcel 1; and
b. A parcel of land comprised of a portion of 2 Milestone Road, shown on Nantucket Tax Assessor's Map 55, Parcel 65 and a portion of 174 Orange Street, shown on Nantucket Tax Assessor's Map 55, Parcel 64 from the edge of asphalt road to include the existing bike path as shown on a plan entitled "Conceptual Plan for 174 Orange Street and 2 Milestone Road" containing 7,450 square feet more or less.

Any such disposition shall be on such terms and conditions as the Nantucket Islands Land Bank Commission deems appropriate, which may include the reservation of restrictions and easements and which shall be conditioned upon receipt of the parcel described in the following Section 3.

Section 3. Pursuant to Article 97 of the Amendments of the Constitution of the Commonwealth of Massachusetts and notwithstanding the provisions of any general or special law to the contrary, the Town of Nantucket may transfer, convey or otherwise dispose of portions of those certain parcels of land situated in the Town of Nantucket to the Nantucket Islands Land Bank for passive recreational, open space, or public park purposes, described as follows:

Approximately 16.5 Acres of land comprised of five (5) parcels now used as a public park:

a. Nantucket Tax Assessor's Map 55.4.4, Parcel 81, being the fourth parcel described in the deed recorded in Nantucket Registry of Deeds Book 124, Page 403 (37 Prospect Street);
b. Nantucket Tax Assessor's Map 55.4.4, Parcel 57, being the first parcel described in the deed recorded in Nantucket Registry of Deeds Book 124, Page 403 and shown as Lot D on Land Court Plan No. 12559A (39 Prospect Street);
c. Nantucket Tax Assessor's Map 55, Parcel 321, being the third parcel described in the deed recorded in Nantucket Registry of Deeds Book 124, Page 403 and shown as Lot C on Land Court Plan No. 12559A (47 Prospect Street);
d. Nantucket Tax Assessor's Map 55, Parcel 319, being the second parcel described in the deed recorded in Nantucket Registry of Deeds Book 124, Page 403 and shown on Land Court Plan No. 13837A (North Mill Street); and
e. Nantucket Tax Assessor's Map 55, Parcel 1, being described in the deed recorded in Nantucket Registry of Deeds Book 663, Page 250 and shown as Lot 15 on the plan recorded in Nantucket Registry of Deeds Plan Book 24, Page 84 (29 Vesper Lane).

Any such disposition shall be on such terms and conditions as the Town of Nantucket Select Board deems appropriate, which may include the reservation of restrictions and easements and which shall be conditioned upon receipt of the parcel described in the foregoing Section 2.

Section 4. This act shall take effect upon its passage.

ARTICLE 93

(Home Rule Petition: Amending the Town Charter Relative to the Audit Committee)

To see if the Town will vote to request its representatives in the General Court to introduce special legislation amending the charter for the Town of Nantucket, and to authorize the General Court, with the approval of the Select Board, to make changes of form to the text thereto as may be necessary or advisable in order to accomplish the intent and public purpose of this legislation in order to secure passage, as follows:

AN ACT RELATIVE TO THE MEMBERSHIP OF THE AUDIT COMMITTEE OF THE TOWN OF NANTUCKET.

Be it enacted by the Senate and House of Representatives in General Court assembled, and by the authority of the same, as follows:

SECTION 1. Subsection (c) of section 3.5 of article III of the charter of the town of Nantucket, as established by chapter 289 of the acts of 1996, as amended, which is on file in the office of the archivist of the commonwealth, as provided in section 12 of chapter 43B of the General Laws, is hereby amended by striking out the words "further, to establish and shall so establish as a permanent standing committee of the town a three member audit committee whose duties shall include appointment of an outside audit firm, review of the annual audit results and evaluation of the internal accounting procedures and controls. The audit committee shall be composed of three members each serving a term of one year. The committee will consist of the Chairman of the Select Board, the Chairman of the Finance Committee and one member of the Select Board appointed by the Select Board."

SECTION 2. Said article III of said charter is hereby further amended by inserting after said section 3.5 the following new section:

Section 3.6. Audit Committee

(a) Members. In accordance with this charter, the Select Board shall establish a five-member Audit Committee consisting of the Chairman of the Select Board, the Chairman of the Finance Committee, one appointed member from the Select Board, and two members of the Nantucket community. The public members will be appointed by the Select Board. Each member shall be a voting member and be appointed for 1-year terms.

(b) Purposes, Duties, and Responsibilities of the Audit Committee. The Audit Committee shall represent the Select Board in discharging its responsibility relating to the accounting, reporting, and financial practices of the Town, and shall have general responsibility for surveillance of internal controls and accounting and audit activities of the Town. Specifically, the Audit Committee shall:

(1) Evaluate and recommend to the Select Board a firm of independent certified public accountants as auditors of the Town.

(2) Review with the independent auditors their audit procedures, including the scope, fees and timing of the audit, and the results of the annual audit examination and any accompanying management letters.

(3) Review the written statement from the outside auditor of the Town concerning any relationships between the auditor and the Town or any other relationships that may adversely affect the independence of the auditor and assess the independence of the outside auditor.

(4) Review and discuss with the Finance Director and the independent auditors the Town's annual audited consolidated financial statements, including an analysis of the auditors' judgment as to the quality of the Town's accounting principles.

(5) Review the adequacy of the Town's internal controls.

(6) Review significant changes in the accounting policies of the Town and accounting and financial reporting rule change that may have a significant impact on the Town's financial reports.

(7) Review material pending legal proceedings involving the Town and other contingent liabilities.

(8) Review the adequacy of the Audit Committee Charter on an annual basis.

(c) Meetings. The Audit Committee shall meet as often as may be deemed necessary. The Audit Committee shall meet in executive session (without the presence of staff) with the independent auditors at least annually. The Audit Committee shall report to the full Select Board with respect to its meetings. The majority of the members of the Audit Committee shall constitute a quorum.

SECTION 3. This act shall take effect upon its passage.

Or to take any other action related thereto.

(Select Board)
FINANCE COMMITTEE MOTION: Moved that the Town's representatives to the General Court are hereby requested to introduce legislation as set forth below; and, that the General Court, with the approval of the Select Board, make constructive changes in the text hereof as may be necessary or advisable to accomplish the intent of the legislation in order to secure its passage, as follows:

AN ACT RELATIVE TO THE MEMBERSHIP OF THE AUDIT COMMITTEE OF THE TOWN OF NANTUCKET.

Be it enacted by the Senate and House of Representatives in General Court assembled, and by the authority of the same, as follows:

SECTION 1. Subsection (c) of section 3.5 of article III of the charter of the town of Nantucket, as established by chapter 289 of the acts of 1996, as amended, which is on file in the office of the archivist of the commonwealth, as provided in section 12 of chapter 43B of the General Laws, is hereby amended by striking out the words "further, to establish and shall so establish as a permanent standing committee of the town a three member audit committee whose duties shall include appointment of an outside audit firm, review of the annual audit results and evaluation of the internal accounting

procedures and controls. The audit committee shall be composed of three members each serving a term of one year. The committee will consist of the Chairman of the Select Board, the Chairman of the Finance Committee and one member of the Select Board appointed by the Select Board."

SECTION 2. Said article III of said charter is hereby further amended by inserting after said section 3.5 the following new section:

Section 3.6. Audit Committee

(a) Members. In accordance with this charter, the Select Board shall establish a five-member Audit Committee consisting of the Chairman of the Select Board, the Chairman of the Finance Committee, one appointed member from the Select Board, and two members of the Nantucket community. The public members will be appointed by the Select Board. Each member shall be a voting member and be appointed for 1-year terms.

(b) Purposes, Duties, and Responsibilities of the Audit Committee. The Audit Committee shall represent the Select Board in discharging its responsibility relating to the accounting, reporting, and financial practices of the Town, and shall have general responsibility for surveillance of internal controls and accounting and audit activities of the Town. Specifically, the Audit Committee shall:

(1) Evaluate and recommend to the Select Board a firm of independent certified public accountants as auditors of the Town.

(2) Review with the independent auditors their audit procedures, including the scope, fees and timing of the audit, and the results of the annual audit examination and any accompanying management letters.

(3) Review the written statement from the outside auditor of the Town concerning any relationships between the auditor and the Town or any other relationships that may adversely affect the independence of the auditor and assess the independence of the outside auditor.

(4) Review and discuss with the Finance Director and the independent auditors the Town's annual audited consolidated financial statements, including an analysis of the auditors' judgment as to the quality of the Town's accounting principles.

(5) Review the adequacy of the Town's internal controls.

(6) Review significant changes in the accounting policies of the Town and accounting and financial reporting rule change that may have a significant impact on the Town's financial reports.

(7) Review material pending legal proceedings involving the Town and other contingent liabilities.

(8) Review the adequacy of the Audit Committee Charter on an annual basis.

(c) Meetings. The Audit Committee shall meet as often as may be deemed necessary. The Audit Committee shall meet in executive session (without the presence of staff) with the independent auditors at least annually. The Audit Committee shall report to the full Select Board with respect to its meetings. The majority of the members of the Audit Committee shall constitute a quorum.

SECTION 3. This act shall take effect upon its passage.

ARTICLE 94

(Home Rule Petition: Town Charter – Select Board Amendment/Airport Capital Projects)

To see if the Town will vote to request its representatives in the General Court to introduce special legislation, the text of which is set forth below, amending the charter for the Town of Nantucket, and to authorize the General Court, with the approval of the Select Board, to make changes in the text thereto as may be necessary or advisable in order to accomplish the intent of this legislation in order to secure passage; or to take any other action related thereto.

AN ACT AMENDING THE CHARTER FOR THE TOWN OF NANTUCKET

SECTION 1. Section 2.1 of article II of the charter of the town of Nantucket, as established by chapter 289 of the acts of 1996, as amended, which is on file in the office of the archivist of the commonwealth, as provided in section 12 of chapter 43B of the General Laws, is hereby amended as follows:

1. Striking out the first sentence of the second paragraph said section 2.1 and replacing it with the following:

   Notwithstanding the foregoing, certain powers of Town Meeting as to real estate acquisitions and funding of capital projects at Nantucket Airport shall also be vested in the Select Board, as specified in Sections 3.3 and 3.6, subject to the voters' right to petition, as specified in Sections 2.1(b), 3.3, and 3.6.

2. Striking out section 2.1(b) and replacing it with the following:

   To veto any real estate acquisition voted by the Select Board pursuant to Section 3.3 or any vote regarding funding of capital projects at the Nantucket Airport pursuant to Section 3.6; provided, however, that a petition proposing such veto in the form of a Town Meeting warrant article is signed by at least ten registered voters and provided that the petition is timely filed with the Town Clerk. The Town Clerk shall then present the petition to the Select Board within the time permitted for inclusion of the article in the next Annual Town Meeting or Special

Town Meeting warrant. The Select Board or the Nantucket Airport Commission, as applicable may proceed with the real estate acquisition or use of funding of capital projects to benefit the Airport unless a petition to veto such acquisition or funding is filed with the Town Clerk within 15 days of the public notice provided for Section 3.6 of this Charter.

SECTION 2. Section 3.1 of article III of said charter is hereby amended by adding a new section 3.6 as follows:

Section 3.6 Funding for the Benefit of the Nantucket Airport

At the request of the Nantucket Airport Commission, the Select Board may, notwithstanding any law to the contrary, vote to appropriate, borrow or transfer from available funds any sum of money to be placed in the Airport enterprise fund, or any other fund established for the benefit of Nantucket Airport, in order to permit the Nantucket Airport Commission or the Nantucket Airport to qualify for available grants and loans; provided that the amount of such appropriation or borrowing shall not exceed the total cost of the Capital Project for which the appropriation or borrowing is authorized pursuant to Section 2.1(b) of this Charter; and provided further that any amount authorized to be appropriated, borrowed or transferred by the Select Board shall, subject to any applicable grant or loan requirements and applicable laws, be reduced by the amount of any such grant or loan funds received prior to the issuance of bonds or notes or the expenditure of funds by the Nantucket Airport Commission.

The Select Board shall publish a public notice of such vote in a newspaper having general circulation within the Town. Any such vote shall be subject to veto by Town Meeting if a petition as set forth in Section 2.1(b) is filed with the Town Clerk within 15 days following the date such public notice is published.

Nothing in this section of the Charter shall affect the acceptance of gifts pursuant to Chapter 44, Section 53A of the General Laws.

(Select Board for Nantucket Memorial Airport Commission)
FINANCE COMMITTEE MOTION: Moved that the Town's representatives to the General Court are hereby requested to introduce legislation as set forth below; and, that the General Court, with the approval of the Select Board, make constructive changes in the text hereof as may be necessary or advisable to accomplish the intent of the legislation in order to secure its passage, as follows:

AN ACT AMENDING THE CHARTER FOR THE TOWN OF NANTUCKET

SECTION 1. Section 2.1 of article II of the charter of the town of Nantucket, as established by chapter 289 of the acts of 1996, as amended, which is on file in the office of the archivist of the commonwealth, as provided in section 12 of chapter 43B of the General Laws, is hereby amended as follows:

1. Striking out the first sentence of the second paragraph said section 2.1 and replacing it with the following:

   Notwithstanding the foregoing, certain powers of Town Meeting as to real estate acquisitions and funding of capital projects at Nantucket Airport shall also be vested in the Select Board, as specified in Sections 3.3 and 3.6, subject to the voters' right to petition, as specified in Sections 2.1(b), 3.3, and 3.6.

2. Striking out section 2.1(b) and replacing it with the following:

   To veto any real estate acquisition voted by the Select Board pursuant to Section 3.3 or any vote regarding funding of capital projects at the Nantucket Airport pursuant to Section 3.6; provided, however, that a petition proposing such veto in the form of a Town Meeting warrant article is signed by at least ten registered voters and provided that the petition is timely filed with the Town Clerk. The Town Clerk shall then present the petition to the Select Board within the time permitted for inclusion of the article in the next Annual Town Meeting or Special Town Meeting warrant. The Select Board or the Nantucket Airport Commission, as applicable may proceed with the real estate acquisition or use of funding of capital projects to benefit the Airport unless a petition to veto such acquisition or funding is filed with the Town Clerk within 15 days of the public notice provided for Section 3.6 of this Charter.

SECTION 2. Section 3.1 of article III of said charter is hereby amended by adding a new section 3.6 as follows:

Section 3.6 Funding for the Benefit of the Nantucket Airport

At the request of the Nantucket Airport Commission, the Select Board may, notwithstanding any law to the contrary, vote to appropriate, borrow or transfer from available funds any sum of money to be placed in the Airport enterprise fund, or any other fund established for the benefit of Nantucket Airport, in order to permit the Nantucket Airport Commission or the Nantucket Airport to qualify for available grants and loans; provided that the amount of such appropriation or borrowing shall not exceed the total cost of the Capital Project for which the appropriation or borrowing is authorized pursuant to Section 2.1(b) of this Charter; and provided further that any amount authorized to be appropriated, borrowed or transferred by the Select Board shall, subject to any applicable grant or loan requirements and applicable laws, be reduced by the amount of any such grant or loan funds received prior to the issuance of bonds or notes or the expenditure of funds by the Nantucket Airport Commission.

The Select Board shall publish a public notice of such vote in a newspaper having general circulation within the Town. Any such vote shall be subject to veto by Town Meeting if a petition as set forth in Section 2.1(b) is filed with the Town Clerk within 15 days following the date such public notice is published.

Nothing in this section of the Charter shall affect the acceptance of gifts pursuant to

Chapter 44, Section 53A of the General Laws.

ARTICLE 95
(Home Rule Petition: Issuance of Pension Obligation Bonds and Notes)

To see if the Town will vote to request its representatives in the General Court to introduce special legislation authorizing the Town to issue pension obligation bonds and notes, and to authorize the General Court, with the approval of the Select Board, to make changes of form to the text thereto as may be necessary or advisable in order to accomplish the intent and public purpose of this legislation in order to secure passage, as follows:

AN ACT AUTHORIZING THE TOWN OF NANTUCKET TO ISSUE PENSION OBLIGATION BONDS OR NOTES

Be it enacted by the Senate and House of Representatives in General Court assembled, and by the authority of the same as follows:

SECTION 1. The town of Nantucket may issue, at one time or from time to time, bonds or notes for the purpose of funding the portion of the unfunded pension liability of the Barnstable County retirement association allocable to the town of Nantucket, Nantucket County and the Nantucket Islands Land Bank. The proceeds of any such issuance, other than amounts to be applied to issuance costs and expenses, shall be paid by the town of Nantucket to the Barnstable County retirement association, shall be allocated solely to reduce the unfunded pension liability allocable to the town of Nantucket, Nantucket County and the Nantucket Islands Land Bank to which the bonds or notes relate, shall be invested in any investments which are permitted under chapter 32 of the General Laws and shall otherwise be held and expended on behalf of the town by the Barnstable County retirement association in accordance with law. The terms of any such bonds or notes shall not exceed 30 years from the date of issuance and the amount of any such bonds or notes shall be outside the limit of indebtedness prescribed in section 10 of chapter 44 of the General Laws. Upon the authorization of the issuance of pension obligation bonds by the town, the town shall submit the vote and a plan demonstrating how the town will finance and allocate the debt service associated with the bonds or notes to the executive office for administration and finance, and no bonds or notes authorized to be issued by this act shall be issued until the secretary for administration and finance has approved the plan and the issuance of such bonds or notes. Except as otherwise provided in this act, such bonds or notes shall be subject to said chapter 44.

SECTION 2. The aggregate principal amount of the bonds or notes issued during any calendar year under authority of this act shall not be greater than the amount sufficient to extinguish the unfunded pension liability of the Barnstable County retirement association allocable to the town of Nantucket, Nantucket County and the Nantucket Islands Land Bank as of a particular date as determined in accordance with this section, plus an amount to provide for issuance costs and other expenses necessary or incidental thereto. The Barnstable County retirement association shall first determine the amount sufficient to extinguish the unfunded pension liability of the town of Nantucket, Nantucket County and the Nantucket Islands Land Bank in accordance with

the report of a nationally recognized independent consulting firm, which may be the consulting actuary generally retained by the Barnstable County retirement association, and which amount shall be approved by the public employee retirement administration commission. The report shall also set forth the present value savings to the town reasonably expected to be achieved as a result of the issuance of such bonds or notes.

SECTION 3. The maturities of such bonds or notes shall be scheduled so that the annual combined payments of principal and interest for each issue shall be as nearly equal as practicable in the opinion of the town Treasurer, in any manner that shall provide for a more rapid amortization of principal, or in accordance with any other manner consistent with the town's approved funding schedule, as the secretary for administration and finance shall approve. In granting the approval, the secretary may require the establishment of a reserve to be created from a portion of the amount of the annual savings used to calculate the present value savings. Any such reserve shall be held and controlled by the town and shall be separate from any other reserve or fund of the town allowed or required by statute. The secretary shall establish a method to calculate both the required amount of annual contribution to the reserve and the minimum value to be maintained in the reserve and shall prescribe conditions for expenditure from the reserve, including its use if necessary to prevent or limit any future unfunded actuarial pension liability, and the conditions under which all or a portion of the funds in the reserve may be available for unrestricted purposes in which case such funds or portions thereof shall be transferred to the town treasury. Any funds in the reserve shall be trust funds within the meaning of section 54 of chapter 44 of the General Laws and, expected as otherwise provided in this act, shall be subject to the provisions of said section 54.

SECTION 4. If the unfunded pension liability to be funded with the proceeds of an issue of bonds or notes issued under this act relates in part to employees of Nantucket County or the Nantucket Islands Land Bank, each of such entities shall be responsible for reimbursing the town of Nantucket for such proportion of the annual debt service expense paid by the town of Nantucket for bonds or notes issued hereunder as is equal to the proportion of the total unfunded pension liability to be funded with the proceeds of the bonds or notes as relates to each of such entities. Notwithstanding any general or special law to the contrary, the Public Employee Retirement Administration Commission shall increase the annual amount to be certified under section 22 of the General Laws as the amount necessary to be paid by Nantucket County and the Nantucket County Land Bank as its proportionate share of the annual debt service expense as determined herein. The town of Nantucket shall have the same legal rights and authority as the retirement board of the Barnstable County retirement association to collect any amount so assessed to Nantucket County or the Nantucket Islands Land Bank.

SECTION 5. Notwithstanding chapter 70 of the General Laws or any other general or special law to the contrary, the portion of the annual debt service paid by the town of Nantucket for bonds or notes issued under this act applicable to school department personnel who are members of the Barnstable County retirement association shall be included in the computation of net school spending for the purposes of said chapter 70 or any other law.

SECTION 6. This act shall take effect upon its passage.

Or to take any other action relative thereto.

(Select Board)
FINANCE COMMITTEE MOTION: Moved that the Town's representatives to the General Court are hereby requested to introduce legislation as set forth below; and, that the General Court, with the approval of the Select Board, make constructive changes in the text hereof as may be necessary or advisable to accomplish the intent of the legislation in order to secure its passage, as follows:

AN ACT AUTHORIZING THE TOWN OF NANTUCKET TO ISSUE PENSION OBLIGATION BONDS OR NOTES

Be it enacted by the Senate and House of Representatives in General Court assembled, and by the authority of the same as follows:

SECTION 1. The town of Nantucket may issue, at one time or from time to time, bonds or notes for the purpose of funding the portion of the unfunded pension liability of the Barnstable County retirement association allocable to the town of Nantucket, Nantucket County and the Nantucket Islands Land Bank. The proceeds of any such issuance, other than amounts to be applied to issuance costs and expenses, shall be paid by the town of Nantucket to the Barnstable County retirement association, shall be allocated solely to reduce the unfunded pension liability allocable to the town of Nantucket, Nantucket County and the Nantucket Islands Land Bank to which the bonds or notes relate, shall be invested in any investments which are permitted under chapter 32 of the General Laws and shall otherwise be held and expended on behalf of the town by the Barnstable County retirement association in accordance with law. The terms of any such bonds or notes shall not exceed 30 years from the date of issuance and the amount of any such bonds or notes shall be outside the limit of indebtedness prescribed in section 10 of chapter 44 of the General Laws. Upon the authorization of the issuance of pension obligation bonds by the town, the town shall submit the vote and a plan demonstrating how the town will finance and allocate the debt service associated with the bonds or notes to the executive office for administration and finance, and no bonds or notes authorized to be issued by this act shall be issued until the secretary for administration and finance has approved the plan and the issuance of such bonds or notes. Except as otherwise provided in this act, such bonds or notes shall be subject to said chapter 44.

SECTION 2. The aggregate principal amount of the bonds or notes issued during any calendar year under authority of this act shall not be greater than the amount sufficient to extinguish the unfunded pension liability of the Barnstable County retirement association allocable to the town of Nantucket, Nantucket County and the Nantucket Islands Land Bank as of a particular date as determined in accordance with this section, plus an amount to provide for issuance costs and other expenses necessary or incidental thereto. The Barnstable County retirement association shall first determine

the amount sufficient to extinguish the unfunded pension liability of the town of Nantucket, Nantucket County and the Nantucket Islands Land Bank in accordance with the report of a nationally recognized independent consulting firm, which may be the consulting actuary generally retained by the Barnstable County retirement association, and which amount shall be approved by the public employee retirement administration commission. The report shall also set forth the present value savings to the town reasonably expected to be achieved as a result of the issuance of such bonds or notes.

SECTION 3. The maturities of such bonds or notes shall be scheduled so that the annual combined payments of principal and interest for each issue shall be as nearly equal as practicable in the opinion of the town Treasurer, in any manner that shall provide for a more rapid amortization of principal, or in accordance with any other manner consistent with the town's approved funding schedule, as the secretary for administration and finance shall approve. In granting the approval, the secretary may require the establishment of a reserve to be created from a portion of the amount of the annual savings used to calculate the present value savings. Any such reserve shall be held and controlled by the town and shall be separate from any other reserve or fund of the town allowed or required by statute. The secretary shall establish a method to calculate both the required amount of annual contribution to the reserve and the minimum value to be maintained in the reserve and shall prescribe conditions for expenditure from the reserve, including its use if necessary to prevent or limit any future unfunded actuarial pension liability, and the conditions under which all or a portion of the funds in the reserve may be available for unrestricted purposes in which case such funds or portions thereof shall be transferred to the town treasury. Any funds in the reserve shall be trust funds within the meaning of section 54 of chapter 44 of the General Laws and, expected as otherwise provided in this act, shall be subject to the provisions of said section 54.

SECTION 4. If the unfunded pension liability to be funded with the proceeds of an issue of bonds or notes issued under this act relates in part to employees of Nantucket County or the Nantucket Islands Land Bank, each of such entities shall be responsible for reimbursing the town of Nantucket for such proportion of the annual debt service expense paid by the town of Nantucket for bonds or notes issued hereunder as is equal to the proportion of the total unfunded pension liability to be funded with the proceeds of the bonds or notes as relates to each of such entities. Notwithstanding any general or special law to the contrary, the Public Employee Retirement Administration Commission shall increase the annual amount to be certified under section 22 of the General Laws as the amount necessary to be paid by Nantucket County and the Nantucket County Land Bank as its proportionate share of the annual debt service expense as determined herein. The town of Nantucket shall have the same legal rights and authority as the retirement board of the Barnstable County retirement association to collect any amount so assessed to Nantucket County or the Nantucket Islands Land Bank.

SECTION 5. Notwithstanding chapter 70 of the General Laws or any other general or special law to the contrary, the portion of the annual debt service paid by the town of Nantucket for bonds or notes issued under this act applicable to school department personnel who are members of the Barnstable County retirement association shall be

included in the computation of net school spending for the purposes of said chapter 70 or any other law.

SECTION 6. This act shall take effect upon its passage.

ARTICLE 96
(Charter Change: Mailing of Town Meeting Warrant)

To see if the Town will vote to: To change the requirement of mailing of a copy of the warrant from 7 days to 14 days. By changing the following words with in the Town of Nantucket Charter located at Ch A302 Pt 1 Town Charter, Art II: Legislative Functions, Section 2.5 Town Meeting Warrant that states the following:

(c) The Board of Selectmen shall publish the warrant with the recommendations of the Finance Committee by mailing a copy of such warrant to the address or postal box of each registered voter at least seven days prior to the Town Meeting.

And change it to the following:

(c) The Board of Selectmen shall publish the warrant with the recommendations of the Finance Committee by mailing a copy of such warrant to the address or postal box of each registered voter at least fourteen (14) days prior to the Town Meeting.

; or otherwise act thereon.

(Thomas Barada, et al)

FINANCE COMMITTEE MOTION: Moved that Article II (Legislative Functions), Section 2.5 (Town Meeting Warrant) of the Charter of the Town of Nantucket be amended as follows *(NOTE: new language is shown as highlighted text, language to be deleted is shown by strikeout; these methods to denote changes are not meant to become part of the final text and, further, that non-substantive changes to the numbering of this Charter amendment be permitted in order that it be in compliance with the numbering format of the Code of the Town of Nantucket):*

(c) The ~~Board of Selectmen~~ Select Board shall publish the warrant with the recommendations of the Finance Committee by mailing a copy of such warrant to the address or postal box of each registered voter at least ~~seven~~ fourteen days prior to the Town Meeting~~.~~

ARTICLE 97
(Home Rule Petition: Allocate Portion of Land Bank Real Estate Transfer Fee to Support Year-Round Housing)

Preamble:

Nantucket has long been experiencing an acute crisis of affordable and workforce housing that came further into focus during the pandemic. The shortage of stable, suitable housing that is affordable to year-rounders at a variety of income levels carries significant public health consequences with wide-ranging ripple effects. While the

pandemic will end, the severe year-round housing shortage on Nantucket will not without further action.

Tremendous work has been done by conservation organizations over the past half century. As a result, over 50% of the Island is now in environmental conservation of one form or another. Thirty-five years after the Land Bank was conceived, it is perhaps time to discuss allocating a minor portion of this steady revenue stream -- for a defined temporary timeframe -- to preserving an equally important resource – our year-round community.

Town Meeting has on three occasions unanimously sent a Home Rule Petition to the State House seeking to establish a separate source of funding, also based on a real estate transfer fee. Yet the legislature has been reluctant to affirm the will of Nantucket voters. Feedback from Boston has suggested that the simple change proposed by this article may be viewed more favorably as it reallocates an existing fee versus adding a new one.

This article seeks to respond to the members of the community who have wondered if the revenue stream of the Land Bank could be shared in a manner that would allow the Land Bank to continue with its land conservation mission while simultaneously allowing another critical community mission to be addressed: to provide safe and stable housing for those who live and work on Nantucket year-round.

It should be noted this article is designed intentionally with a delayed implementation date, in order that it will not result in any financial insecurity or risk for the Land Bank or the Town of Nantucket. Delaying implementation until January 1, 2022 will allow the Land Bank to address the questions of how its outstanding debt and operating expenses can be reconfigured so that an ongoing 1.5% revenue will be adequate to serve their needs and mission during the 20 years the reallocation of the 0.5% portion would be in effect.

It is the intention of this article to ask the Land Bank to refrain from the incurring of any additional debt obligations until it can be determined that the existing and future debt obligations can be supported by 75% of its current fee (1.5%).

A reliable, steady source of funding would allow the Nantucket Affordable Housing Trust (NAHT) to be able to offer programs it has long envisioned: down-payment assistance for year-round home buyers, more housing options for our seniors, and the ability to incorporate greater buffers and green space in future housing development.

Article:

To see if the Town will vote to authorize the Select Board to petition the General Court for special legislation to modify the Land Bank Act of 1983 (Chapter 669 of the Acts of 1983), as amended, to have 25% of the total Land Bank fee (1/4 of the 2% transaction fee prescribed therein) be transferred directly to the Nantucket Affordable Housing Trust Fund for a period of twenty (20) years to begin on January 1, 2022 for the

purposes of the creation and preservation of affordable housing in the Town of Nantucket for the benefit of year-round low and moderate income households, consistent with the Trust's enabling legislation; provided that said special legislation shall include a requirement that the transfer of 25% of the Land Bank fee to the Affordable Housing Trust Fund shall be reduced in any given year by the amount necessary for the Land Bank to meet its then existing debt service obligations and other normal and customary operating expenses of the Land Bank as certified by the Land Bank to the Select Board each on or before June 30; and provided further that the Land Bank shall not incur any additional debt service obligations or other normal and customary operating expenses that cannot be supported by the remaining 75% of the Land Bank fee as so certified each year; and further to direct the Select Board that during the pendency of this Home Rule Petition not to enter into a Memorandum of Understanding as was contemplated in Article 30 of the 2020 Annual Town Meeting that would result in the incurring of a debt obligation of the Land Bank that would exceed its available revenue at the adjusted 1.5% fee; Or to take any other action related thereto.

(Brooke Mohr, et al)
FINANCE COMMITTEE MOTION: Moved not to adopt the Article.

ARTICLE 98
(Real Estate: Long-term Lease Authorization/Airport)

To see if the Town will vote to allow the Airport Commission, as provided by Chapter 90, Section 51F of the General Laws of the Commonwealth of Massachusetts, to extend the period for leasing land from twenty (20) years as referenced in Chapter 90, Section 51F to forty (40) years for parcels of land at the Nantucket Memorial Airport off Old South Road for hangar development or other airport purposes. Said land is described as Assessors Map 78, Parcel 1 and Assessors Map 69, Parcel 10.1 the approximate boundaries of which are described in plans on file in the Office of the Town Clerk; or, to take any other action in relation thereto.

(Select Board for Airport Commission)
FINANCE COMMITTEE MOTION: Moved that the Airport Commission, as provided by Chapter 90, Section 51F of the General Laws of the Commonwealth of Massachusetts, is hereby authorized to extend the period for leasing land from twenty (20) years as referenced in Chapter 90, Section 51F to forty (40) years for parcels of land at the Nantucket Memorial Airport off Old South Road for hangar development or other airport purposes. Said land is described as Assessors Map 78, Parcel 1 and Assessors Map 69, Parcel 10.1 the approximate boundaries of which are described in plans on file in the Office of the Town Clerk.

ARTICLE 99
(Real Estate Acquisition: 114 Orange Street)
Carried Over from 2020 Annual Town Meeting

To see if the Town will vote to authorize the Select Board to acquire by purchase, gift or eminent domain for public way, drainage, general municipal purposes, and/or the purposes of conveyance, the fee title or lesser interests in all or any portions of the property known as 114 Orange Street, shown on Tax Assessor's Map 55 as Parcel 403.

All as shown on a map entitled "2020 Annual Town Meeting Warrant Article 99 Acquisition of 114 Orange Street" dated January 2020 and filed herewith at the Office of the Town Clerk.

Or to take any other action related thereto.

(Select Board)
FINANCE COMMITTEE MOTION: Moved that the Select Board is hereby authorized to acquire by purchase, gift or eminent domain for public way, drainage, general municipal purposes, and/or the purposes of conveyance, the fee title or lesser interests in all or any portions of the property known as 114 Orange Street, shown on Tax Assessor's Map 55 as Parcel 403.

All as shown on a map entitled "2020 Annual Town Meeting Warrant Article 101 Acquisition of 114 Orange Street" dated January 2020 and filed herewith at the Office of the Town Clerk.

ARTICLE 100
(Real Estate Conveyance: 114 Orange Street)
Carried Over from 2020 Annual Town Meeting

To see if the Town will vote to authorize the Select Board to sell, convey or otherwise dispose of the fee or lesser interests in all or any portion of 114 Orange Street shown on Assessor's Map 55 as Parcel 403 to the Nantucket Islands Land Bank for all purposes pursuant to their enabling legislation, to be on any terms and conditions the Select Board deem appropriate, and may include the reservation of any easements and restrictions in regard to the property.

All as shown on a map entitled "2020 Annual Town Meeting Warrant Article 100 Conveyance of 114 Orange Street," dated January 2020 and filed herewith at the office of the Town Clerk.

Or to take any other action related thereto.

(Select Board)
FINANCE COMMITTEE MOTION: Moved that the Select Board is hereby authorized to sell, convey or otherwise dispose of the fee or lesser interests in all or any portion of 114 Orange Street shown on Assessor's Map 55 as Parcel 403 to the Nantucket Islands Land Bank for all purposes pursuant to their enabling legislation, to be on any terms and conditions the Select Board deem appropriate, and may include the reservation of any easements and restrictions in regard to the property.

All as shown on a map entitled "2020 Annual Town Meeting Warrant Article 102 Conveyance of 114 Orange Street," dated January 2020 and filed herewith at the office of the Town Clerk.

ARTICLE 101
(Real Estate Acquisition: 64 North Liberty Street)
Carried Over from 2020 Annual Town Meeting

To see if the Town will vote to authorize the Select Board to acquire by purchase, gift or eminent domain for public way, drainage, and/or general municipal purposes the fee title or lesser interests in all or portions of the property known as 64 North Liberty Street shown on Tax Assessor's Map 41 as Parcel 233.

All as shown on a map entitled "2020 Annual Town Meeting Warrant Article 101 Acquisition of 64 North Liberty Street" dated January 2020 and filed herewith at the Office of the Town Clerk.

Or to take any other action related thereto.

(Select Board)

FINANCE COMMITTEE MOTION: Moved that the Select Board is hereby authorized to acquire by purchase, gift or eminent domain for public way, drainage, and/or general municipal purposes the fee title or lesser interests in all or portions of the property known as 64 North Liberty Street shown on Tax Assessor's Map 41 as Parcel 233.

All as shown on a map entitled "2020 Annual Town Meeting Warrant Article 103 Acquisition of 64 North Liberty Street" dated January 2020 and filed herewith at the Office of the Town Clerk.

ARTICLE 102
(Real Estate Acquisition: Morgan Square)

To see if the Town will vote to authorize the Board of Selectmen to acquire by purchase, gift or eminent domain, for general municipal services and for the purpose of conveyance of the fee or lesser interests, together with any public or private rights of passage, in the portion of Morgan Square lying between the southwesterly corner of 4 Morgan Square (Map 87, Parcel 3.1) and the southeasterly corner of 21 Folger Avenue (Map 80, Parcel 42), approximately 621+/- feet in length, or to take any other action related thereto.

(David Callahan, et al)

FINANCE COMMITTEE MOTION: Moved that the Select Board is hereby authorized to acquire by purchase, gift or eminent domain, for general municipal services and for the purpose of conveyance of the fee or lesser interests, together with any public or private rights of passage in the portion of Morgan Square lying between the southwesterly corner of 4 Morgan Square (Map 87, Parcel 3.1) and the southeasterly corner of 21 Folger Avenue (Map 80, Parcel 42), approximately 621+/- feet in length.

ARTICLE 103
(Real Estate Conveyance: Morgan Square)

To see if the Town will vote to authorize the Board of Selectmen to sell, convey or otherwise dispose of the fee or lesser interests of all or a portion of the subject land pursuant to M.G.L., c. 30B and guidelines established under the "Nantucket Yard Sales"

program on file at the Board of Selectmen's office, any such disposition to be such terms and conditions as the Board of Select deems appropriate, which may include the reservation of easements and restrictions, in the portion of Morgan Square lying between the southwesterly corner of 4 Morgan Square (Map 87, Parcel 3.1) and the southeasterly corner of 21 Folger Avenue (Map 80, Parcel 42), approximately 621+/- feet in length, or to take any other action related thereto.

(David Callahan, et al)
FINANCE COMMITTEE MOTION: Moved that the Select Board is hereby authorized to sell, convey or otherwise dispose of the fee or lesser interests of all or a portion of the subject land pursuant to M.G.L., c. 30B and guidelines established under the "Nantucket Yard Sale" program on file at Select Board office, any such disposition to be such terms and conditions as the Select Board deem appropriate, which may include the reservation of easements and restrictions, in the portion of Morgan Square laying between the southwesterly corner of 4 Morgan Square (Map 87, Parcel 3.1) and the southeasterly corner of 21 Folger Avenue (Map 80, Parcel 42), approximately 621+/- feet in length.

ARTICLE 104
(Real Estate Acquisition: Hancock Street)

To see if the Town will vote to authorize the Select Board to acquire by purchase, gift or eminent domain for public way, drainage, general municipal purposes, and/or the purposes of conveyance, the fee title or lesser interests in all or any portions of the property shown as "Hancock Street" located between the northern sideline of Blueberry Lane and the southern sideline of Quaril Avenue (aka Quail Avenue) as shown on the plan attached hereto. Hancock Street is originally shown in Plan 2-C/1, filed November 19, 1890. Or to take any other action related thereto.

(Beth Maier, et al)
FINANCE COMMITTEE MOTION: Moved that the Select Board is hereby authorized to acquire by purchase, gift or eminent domain for public way, drainage, general municipal purposes, and/or the purposes of conveyance, the fee title or lesser interests in all or any portions of the property shown as "Hancock Street" located between the northern sideline of Blueberry Lane and the southern sideline of Quaril Avenue (aka Quail Avenue) as shown on the plan attached hereto. Hancock Street is originally shown in Plan 2-C/1, filed November 19, 1890.

ARTICLE 105
(Real Estate Conveyance: Hancock Street)

To see if the Town will vote to authorize the Select Board to sell, convey or otherwise dispose of the fee or lesser interests in all or any portion of property shown as "Hancock Street" located between the northern sideline of Blueberry Lane and the southern sideline of Quaril Avenue (aka Quail Avenue) as shown on the plan attached hereto. Hancock Street is originally shown in Plan 2-C/1, filed November 19, 1890. Or to take any other action related thereto, subject to Chapter 30B of the Massachusetts General Laws and guidelines established under the "Nantucket Yard Sales" program on file at the Select Board's Office, such disposition to be on such terms and conditions as

the Select Board may deem appropriate, which may include the reservation of easements and restrictions, or take any action related thereto.

(Beth Maier, et al)
FINANCE COMMITTEE MOTION: Moved that the Select Board is hereby authorized to to sell, convey or otherwise dispose of the fee or lesser interests in all or any portion of property shown as "Hancock Street" located between the northern sideline of Blueberry Lane and the southern sideline of Quaril Avenue (aka Quail Avenue) as shown on the plan attached hereto. Hancock Street is originally shown in Plan 2-C/1, filed November 19, 1890; subject to Chapter 30B of the Massachusetts General Laws and guidelines established under the "Nantucket Yard Sale" program on file at the Select Board's Office, such disposition to be on such terms and conditions as the Select Board may deem appropriate, which may include the reservation of easements and restrictions.

ARTICLE 106
(Real Estate Acquisition: "Way" off of Quail Lane)

To see if the Town will vote to authorize the Select Board to acquire by purchase, gift or eminent domain for public way, drainage, general municipal purposes, and/or the purposes of conveyance, the fee title or lesser interests in all or any portions of the property shown as "Way" on Land Court Plan 26439-O, Sheet 4 of 4, which is the 100' x 20' remainder of the original "Way" shown on Land Court Plan 26439-I. The "Way" is located along the southeasterly property line of 5 Quail Lane (Tax Assessor's Map 67, Parcel 257) starting at the intersection of Quail Lane and running to its terminus at the property line of 3 Quail Lane (Tax Assessor's Map 67, Parcel 418.1), as shown on the plan attached hereto. Or to take any other action related thereto.

(Brenda A. Garnett, et al)
FINANCE COMMITTEE MOTION: Moved that the Select Board is hereby authorized to acquire by purchase, gift or eminent domain for public way, drainage, general municipal purposes, and/or the purposes of conveyance, the fee title or lesser interests in all or any portions of the property shown as "Way" on Land Court Plan 26439-O, Sheet 4 of 4, which is the 100' x 20' remainder of the original "Way" shown on Land Court Plan 26439-I. The "Way" is located along the southeasterly property line of 5 Quail Lane (Tax Assessor's Map 67, Parcel 257) starting at the intersection of Quail Lane and running to its terminus at the property line of 3 Quail Lane (Tax Assessor's Map 67, Parcel 418.1), as shown on the plan attached hereto.

ARTICLE 107
(Real Estate Conveyance: "Way" off of Quail Lane)

To see if the Town will vote to authorize the Select Board to sell, convey or otherwise dispose of the fee or lesser interests in all or any portion of property shown as "Way" on Land Court Plan 26439-O, Sheet 4 of 4, which is the 100' x 20' remainder of the original "Way" shown on Land Court Plan 26439-I. The "Way" is located along the southeasterly property line of 5 Quail Lane (Tax Assessor's Map 67, Parcel 257) starting at the intersection of Quail Lane and running to its terminus at the property line of 3 Quail Lane (Tax Assessor's Map 67, Parcel 418.1), as shown on the plan attached hereto. Or to take any other action related thereto. shown on the plan attached hereto,

subject to Chapter 30B of the Massachusetts General Laws and guidelines established under the "Nantucket Yard Sales" program on file at the Select Board's Office, such disposition to be on such terms and conditions as the Select Board may deem appropriate, which may include the reservation of easements and restrictions, or take any action related thereto.

(Brenda A. Garnett, et al)
FINANCE COMMITTEE MOTION: Moved that the Select Board is hereby authorized to sell, convey or otherwise dispose of the fee or lesser interests in all or any portion of property shown as "Way" on Land Court Plan 26439-O, Sheet 4 of 4, which is the 100' x 20' remainder of the original "Way" shown on Land Court Plan 26439-I. The "Way" is located along the southeasterly property line of 5 Quail Lane (Tax Assessor's Map 67, Parcel 257) starting at the intersection of Quail Lane and running to its terminus at the property line of 3 Quail Lane (Tax Assessor's Map 67, Parcel 418.1), as shown on the plan attached hereto; subject to Chapter 30B of the Massachusetts General Laws and guidelines established under the "Nantucket Yard Sale" program on file at the Select Board's Office, such disposition to be on such terms and conditions as the Select Board may deem appropriate, which may include the reservation of easements and restrictions.

ARTICLE 108
(Real Estate Acquisition: "Way" off Hawthorne Way)

To see if the Town will vote to authorize the Select Board to acquire by purchase, gift or eminent domain for public way, drainage, general municipal purposes, and/or the purposes of conveyance. The unnamed, variable width "Way" is located between the northern sideline of Hawthorne Lane and southern sideline of Vestal Street, as shown on the plan attached hereto. Or to take any other action related thereto.

(Steven M. Roethke, et al)
FINANCE COMMITTEE MOTION: Moved that the Select Board is hereby authorized to acquire by purchase, gift or eminent domain for public way, drainage, general municipal purposes, and/or the purposes of conveyance the unnamed, variable width "way" located between the northern sideline of Hawthorne Lane and southern sideline of Vestal Street, as shown on a plan on file in the Office of the Town Clerk.

ARTICLE 109
(Real Estate Conveyance: "Way" off Hawthorne Lane)

To see if the Town will vote to authorize the Select Board to sell, convey or otherwise dispose of the fee or lesser interests in all or any portion of property shown as the unnamed, variable width "Way", which is located between the northern sideline of Hawthorne Lane and southern sideline of Vestal Street, as shown on the plan attached hereto. Or to take any other action related thereto, subject to Chapter 30B of the Massachusetts General Laws and guidelines established under the "Nantucket Yard Sales" program on file at the Select Board's Office, such disposition to be on such terms and conditions as the Select Board may deem appropriate, which may include the reservation of easements and restrictions, or take any action related thereto.

(Steven M. Roethke, et al)
FINANCE COMMITTEE MOTION: Moved that the Select Board is hereby authorized to sell, convey or otherwise dispose of the fee or lesser interests in all or any portion of property shown as the unnamed, variable width "Way", which is located between the northern sideline of Hawthorne Lane and southern sideline of Vestal Street, as shown on the plan attached hereto, subject to Chapter 30B of the Massachusetts General Laws and guidelines established under the "Nantucket Yard Sale" program on file at the Select Board's Office, such disposition to be on such terms and conditions as the Select Board may deem appropriate, which may include the reservation of easements and restrictions.

ARTICLE 110
(Adopt Indigenous Peoples' Day Locally in Place of Columbus Day)

To see if the Town will vote to: Adopt the following resolution locally to henceforth commemorate the second Monday of October as Indigenous Peoples' Day.

We recognize that, prior to the arrival of European settlers, Nantucket Island was inhabited for thousands of years by the Wampanoag people. We also acknowledge that the Wampanoag people were subjected to great suffering as result of the immigration of white settlers, including being exposed to disease ("Indian Sickness" was a novel virus for them), erosion of their cultural traditions, loss of land and forced conversion from their spiritual traditions to Christianity.

Save for a few articles in the Whaling Museum and a tiny plaque on the Surfside Bike Path marking a Wampanoag burial site, Nantucket Island pays virtually no homage to this long history of land stewardship by our original native population. We are all standing today, and building our homes and businesses, on the ancestral territory of the Wampanoag. As such, we request that the town vote to change locally the name of the October holiday known as "Columbus Day" to "Indigenous Peoples' Day" or otherwise act thereon.

(Emily Osley, et al)
FINANCE COMMITTEE MOTION: Moved to take no action on the Article.

ARTICLE 111
(Appropriation: Stabilization Fund)

To see what sums the Town will vote to appropriate, and also to raise, borrow pursuant to any applicable statute, or transfer from available funds, for the purposes of the Stabilization Fund in accordance with Chapter 40 section 5B of the Massachusetts General Laws, from which appropriations may be made by a two-thirds vote of an Annual or Special Town Meeting for any purpose for which a municipality may borrow money or for any other lawful purpose; said sum not to exceed ten percent (10%) of the Fiscal Year 2021 tax levy.

Or to take any other action related thereto.

(Select Board)

FINANCE COMMITTEE MOTION: Moved to take no action on the Article.

ARTICLE 112
(Appropriation: Free Cash)

To see what sum the Town will vote to transfer from Free Cash in the treasury to meet the appropriations for the current and/or ensuing Fiscal Year and to authorize the Assessors to use in the fixing the tax rate, pass any vote, or take any other action related thereto.

(Select Board)
FINANCE COMMITTEE MOTION: Moved to take no action on the Article.

PLANNING BOARD REPORT

Chapter 40A, section 5 of the Massachusetts General Laws authorizes the Planning Board (hereafter the Board) to issue an advisory report to Town Meeting. Although a motion for Articles 39 through 64 is printed in the Warrant, this report provides additional information to help voters understand the basis for each motion. In an effort to provide better information about the planning process, the Board has added a report and glossary to the Warrant since 2011. The Board is guided by the approved Master Plan, unanimously accepted by Town Meeting in April of 2009[1]. Overall, the Board's motions are consistent with the goals and policies of the Master Plan, they advance and implement the goals, and they represent a balanced approach to guiding the community's future physical development.

Prior to the 2020 ATM, the Board adopted an informational document intended to provide guidance for citizens to consider when proposing a request for a Zoning Map change. The document included: criteria that would be applied by the Board during the public hearing process, questions that the Board would need answered during their deliberations, and expectations about attendance of the article proponent at the public hearings. We hope that this guidance provided more clarity about the process and how the Board reaches a recommendation.

Articles 39 through 46 (sponsored by the Board) and 49 through 61 (submitted by citizen petition) are Zoning Map changes. Articles 48 and 49 (sponsored by the Board) and 62 through 64 (submitted by citizen petition) are Zoning Bylaw (hereafter Bylaw) changes.

The proposed map changes that were recommended by the Board match the existing character of the area with the designated zoning districts and advance Master Plan objectives. The Board considered compliance with the Master Plan, including, but not limited to, such policies as:

- Advancing Master Plan actions identified in the "Zoning District Implementation Schedule"[2]
- Making a distinction between Town and Country[3]
- Matching zoning districts with the character of the surrounding area[4]
- Phasing out certain zoning districts[5]
- Removing commercial zoning from exclusively residential areas[6]
- Encouraging small neighborhood centers with mixed-use development[7]
- Addressing issues in 5 of 18 identified Planning Areas[8]

[1] Warrant Article 26 of the 2009 Annual Town Meeting
[2] 2009 Nantucket Master Plan, Figure 39, page 97 (Articles 40, 41, 43, 44, 45, 46, and 49)
[3] 2009 Nantucket Master Plan, Goal 2.1, Policy 2.1.1a, page 98 (Articles 46, 54, and 55)
[4] 2009 Nantucket Master Plan, Goal 2.1, Policy 2.1.3, page 98 (Articles 39 through 46, 49, 50, 52, 54, 55, 58, and 59)
[5] 2009 Nantucket Master Plan, Goal 2.1, Policy 2.1.1a and 2.1.1b, page 98 (Articles 39 through 46 and 49)
[6] 2009 Nantucket Master Plan, Goal 2.2 Policy 2.2.3 page 98 (Articles 39, 40, 43, and 44)
[7] 2009 Nantucket Master Plan, Goal 2.2 Policy 2.2.2, page 98 (Articles 41, 42, 43, 45, 49, 50, 52, and 58)
[8] 2009 Nantucket Master Plan, Figure 17, page 48 (Articles 39-45, 49, and 50)

Board sponsored map change in Article 39 matches the zoning district to the current residential neighborhood development, Articles 40 through 45 implement the phase-out of the RC and RC-2 zoning districts, and Article 46 implements the phase out of the R-20 zoning district in the Country Overlay District. These articles are directly related to multiple Master Plan objectives. In addition, Article 49, a citizen petition, also implements the phase-out of the RC-2 zoning district and it includes other changes that are consistent with the Master Plan. If approved, Articles 40 through 45 and 49 will further reduce the RC and RC-2 districts by 25% and 22%, respectively.

Citizen petition Articles 50 and 52 add a total of three residential parcels to the CN district in areas with existing commercial uses on adjacent parcels. The parcels included in Article 50 were previously in a commercial district. Articles 54 and 55 change the parcel designations from “country” to “town” following the extension of infrastructure to those areas making them more consistent with the Town Overlay District. Article 58 changes residentially zoned parcels to commercial, a change that is consistent with the Master Plan. The zoning change from R-40 to LUG-1 in Article 59 is consistent with the surrounding area and it matches the zoning district with the inclusion of the properties within the Town Overlay District.

Articles 51, 53, 56, 57, 60, and 61, also citizen petition map changes, did not receive support from the Board due to concerns about density and lack of consistency with the surrounding area and the Master Plan objectives.

Bylaw amendments proposed by the Board in Articles 47 and 48 received positive recommendations. Article 47 contains technical amendments that primarily address inconsistencies in the Bylaw created by prior change in local or state laws. Article 48 removes the allowance for residential swimming pools on lots less than 7,500 square feet and increases the required side and rear yards setbacks from five feet to ten feet for residential swimming pools in the R-5, R-5L, R-1, and SR-1 districts. A detailed comment is provided following the motion. This is the only article supported by the Planning Board which was not supported by the Finance Committee.

Bylaw amendments proposed by citizens in Articles 62 through 64 did not receive support from the Planning Board and those articles contain additional comments after the motion.

The Board recognizes the hard work of its staff, the active participation by citizens, and appreciates the thoughtful review of these articles by Town Meeting voters. If you have questions or concerns about the zoning articles, we encourage you to seek answers in advance of Town Meeting from individual Board members or contact PLUS staff at 508-325-7587.

ZONING ARTICLE GLOSSARY

The Planning Board has provided this glossary to serve as a summarized reference for selected terms in Articles 39 through 64. The entire Zoning Bylaw (Chapter 139 of the Code of the Town of Nantucket) and maps (under Town Meetings and Elections) can be further researched at www.nantucket-ma.gov.

The intensity regulations for zoning districts identified in the Zoning Map changes are referenced below.

Yard Setback					
District Defined in § 139-3	Minimum Lot Size (square feet)	Front (feet)	Side/Rear (feet)**	Frontage (feet)*	Ground Cover Ratio
VN	10,000	10	10	50	30%
VR	20,000	20	10	100	10%
LUG-1	40,000	35	10	100	7%
LUG-2	80,000	35	15	150	4%
CMI	5,000	0	0	50	50%
RC	5,000	None	5	40	50%
RC-2	5,000	10	5	40	50%
CN	7,500	10	Side: 5 Rear: 10	50	40%
CTEC	10,000	10	Side: 5 Rear: 10	50	40%
SOH	5,000	None	5	50	50%
SR-1	5,000	10	5	50	30%
R-5	5,000	10	Side: 10 minimum on one side; 5 thereafter Rear: 5	50	40%
R-10	10,000	20	10	75	25%
R-20	20,000	30	10	75	12.5%
R-40	40,000	30	10	75	10%

Area Plan - the Nantucket Planning and Economic Development Commission (NP&EDC) has developed a participatory process to foster and facilitate the implementation of the land use and other relevant sections of the 2009 Master Plan. The areas are designated, mapped, and volunteer advisory members are appointed. The topics that each group evaluates are the nine elements of an MGL Chapter 41 section 81D master plan. A final plan is accepted by the NP&EDC. Final plans have been

completed for Brant Point, Madaket, Mid Island, Naushop Crossing, Siasconset, Surfside and Tom Nevers. *(Source: Goal 2.2, Policy 2.2.1, Nantucket Master Plan)*

Country Overlay District (COD) – a zoning overlay district encompassing those areas not included in the Town Overlay District. The purpose of the COD is to preserve areas characterized by traditional and historic rural land use patterns and to discourage the spread of dispersed development patterns that promote automobile dependency. *(Source: Chapter 139 of the Code of the Town of Nantucket, section 12F)*

Exclusionary Zoning – zoning that has the effect of keeping out of a community or neighborhood certain groups, or additional population. Techniques such as large-lot zoning, which increase housing costs, have been challenged for their exclusionary effects. *(Source: A Planner's Dictionary (2004). Published by the American Planning Association)*

Ground Cover – the horizontal area of a lot covered at grade by structures, together with those portions of any overhangs which contain enclosed interior space; excluding, for instance, tents, retaining walls, substantially below grade finished or unfinished space, exterior insulation, decks, unenclosed porches, unenclosed roofed overhangs and connectors, entryway hoods and projections, gazebos, pergolas, play structures, platforms and steps, docks, game playing courts at grade, exterior in-ground residential swimming pools, exterior in-ground or above grade hot tub/spas, chimneys, bulkheads, bay and bow windows, window wells, unenclosed breezeways, air conditioning units, generators and generator enclosures, mechanical and utility equipment unroofed walled enclosures, exterior showers, fuel tanks, roof eaves, trash bins, and detached sheds not exceeding 200 square feet in ground cover and 16 feet in height, as measured from the top of the slab, pier, or crawl space foundation. *(Source: Chapter 139 of the Code of the Town of Nantucket, section 2)*

Overlay District – establishes alternative zoning requirements to address area specific needs, to promote specific development projects, or to meet specific community goals. *(Source: American Planning Association https://www.planning.org/divisions/planningandlaw/propertytopics.htm#Overlay)*

Special Permit – requires a super-majority (4 out of 5 members in favor) vote of the special permit granting authority. Special permits may impose conditions, safeguards, and limitations intended to ensure that the use or structure is in harmony with the general purpose and intent of the Zoning Bylaw. *(Source: Chapter 139 of the Code of the Town of Nantucket, section 30)*

Spot Zoning – the Massachusetts Supreme Judicial Court found that spot zoning occurs where one lot or a small area has been singled out for treatment less onerous than that imposed upon nearby, indistinguishable properties. The Court of Appeals has found that spot zoning arises "where a zoning change is designed solely for the economic benefit of the owner of the property receiving special treatment and is not in accordance with a well considered plan for the public welfare." *(Source: Massachusetts Municipal Association)*

"In assessing spot zoning challenges, it is quite proper to consider the effect of the zoning change on the municipality as a whole. The court now favors a balancing test to assess a spot zoning challenge. This is especially important where the growth of the municipality has been addressed by a plan." Challenges alleging spot zoning have a heavy burden of proof, as great weight is given to validity arising from the Town Meeting process. The total area being rezoned is only important where it is not an extension of a district by the inclusion of border lots. Generally, newly established zoning areas greater than two acres are not considered to be a spot zone. *(Source: Bobrowski, Mark "Handbook of Massachusetts Land Use and Planning Law" pages 91through 95)*

Town Overlay District (TOD) – a zoning overlay district encompassing those areas not included in the Country Overlay District. The purpose of the TOD is to encourage development within an area where infrastructure already exists or can be extended without undue expense, to create opportunities to produce affordable housing for year-round residents through in-fill development and to create development patterns that are conducive to service by alternatives to the automobile, such as transit, bicycle, and pedestrian systems. *(Source: Chapter 139 of the Code of the Town of Nantucket, section 12E)*

ZONING DISTRICTS BY LAND AREA

(Updated through March 2021)

In 2005, when the Planning Board first began the research necessary to draft the Master Plan, 8.65% of the island was in a high density (minimum lots size of 5,000 square feet or less) zoning district and 81.75% was in a low density (minimum lot sizes of 40,000 square feet or more) zoning district. Today, 3.47% of the island is in a high density zoning district and 86.92% is in a low density zoning district. The amount of land within a moderate density district has remained stable. The chart below demonstrates how the land area of the island contained within each zoning district has changed over time.

	2005		2020	
Zone	Acres	Percentage of Total Land Area	Acres	Percentage of Total Land Area
AH	1.18	0	0	0
OIH	4.71	0.01	4.77	0.01
ALC	21.01	0.06	21.02	0.07
VN	0	0	20.64	0.07
VTEC	0	0	27.65	0.09
LC	37.93	0.11	0	0
CDT	23.48	0.07	37.67	0.13
SR-1	48.90	0.15	25.78	0.09
CTEC	0	0	60.83	0.20
SOH	34.83	0.11	50.24	0.17
SR-10	13.91	0.04	45.21	0.15
CMI	0	0	53.75	0.18
RC	330.39	1.00	30.15	0.10
R-5	0	0	161.36	0.53
CN	0	0	189.55	0.63
RC-2	1380.7	4.00	100.17	0.33
ROH	209.38	0.60	229.66	0.76
VR	0	0	288.12	0.96
SR-20	445.86	1.40	273.63	0.91
R-1	641.01	1.90	351.56	1.17
R-40	0	0	435.37	1.45
R-10/10L	346.22	1.05	423.84	1.41
CI	0	0	455.27	1.51
LUG-1	989.92	3.00	1011.57	3.36
R-20	2505.00	7.60	1113.89	3.70

MMD	618.59	1.90	1790.02	5.95
LUG-2	7481.80	22.60	2269.14	7.54
LUG-3	17986.00	54.30	20637.52	67.65
TOTAL	**33121**	**99.9**	**30108.38**	**99.12**

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Data Source: Town of Nantucket GIS Files