

Town and County of Nantucket Select Board • County Commissioners

Jason Bridges, Chair
Matt Fee
Dawn E. Hill Holdgate
Brooke Mohr
Melissa Murphy



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C. Elizabeth Gibson
Town & County Manager

AGENDA FOR THE MEETING OF THE SELECT BOARD OCTOBER 12, 2022 - 5:30 PM PSF COMMUNITY ROOM, 4 FAIRGROUNDS ROAD AND REMOTE PARTICIPATION VIA ZOOM WEBINAR NANTUCKET, MASSACHUSETTS

YOU TUBE LINK FOR VIEWING ONLY:

<https://youtu.be/s18yLEEt3nw>

ZOOM WEBINAR REGISTRATION LINK TO VIRTUALLY ATTEND MEETING:

https://us06web.zoom.us/webinar/register/WN_1ipOykANTeikkZL3JYx4pg

- I. CALL TO ORDER***
- II. SELECT BOARD ACCEPTANCE OF AGENDA***
- III. ANNOUNCEMENTS***
 1. The Select Board Meeting is Being Audio/Video Recorded.
 2. Saturday, May 6, 2023 Annual Town Meeting:
- Warrant Opens for Citizen Warrant Article Submittals September 29, 2022 through November 14, 2022 at 4:00 PM.
 3. Select Board Announcements/Comments.
- IV. FOLLOW-UP ON COMMENTS FROM PRIOR SELECT BOARD MEETINGS***
- V. PUBLIC COMMENT****
- VI. NEW BUSINESS****
- VII. APPROVAL OF MINUTES, WARRANTS AND PENDING CONTRACTS***
 1. Approval of Minutes of September 28, 2022 at 5:30 PM (tabled from October 5, 2022); October 5, 2022 at 5:30 PM.
 2. Approval of Treasury Warrants for October 12, 2022.

VIII. CITIZEN/DEPARTMENTAL/COMMITTEE REQUESTS

1. Town Clerk:
 - a) Request for Adoption of November 8, 2022 Special Town Election Warrant.
 - b) Request for Adoption of November 8, 2022 State Election Warrant.
2. Request for Approval and Execution for Documents in Connection with Meadows II Rental Housing Development Project:
 - a) Certification of Compliance to Department of Housing and Community Development (DHCD) for Project Compliance with Local Initiative Program Regulatory Agreement and Declaration of Restrictive Covenants as amended of Meadows II Rental Housing Development Project; and
 - b) Any Other Necessary Documents Related to Funding of Buydown and Acceleration of Units in Phases 3 and 4 of Meadows II known as Violet Place.
3. Tree Removal Denial “Appeal” to Board of Public Works: 14 West Creek Road.

IX. TOWN MANAGER’S REPORT

1. Project Update - Surfside Area Water Service and Transportation Enhancements.
2. Request for Discussion with Select Board Regarding Over the Road Modular and Structure Moves and Hauler Issues.
3. Preliminary Review of Town-Sponsored Warrant Articles for 2023 Annual Town Meeting.

X. SELECT BOARD’S REPORTS/COMMENT

1. Committee Reports.

XI. 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



Agenda Item Summary

Agenda Item #	VIII. 1a.
Date	10/12/2022

Staff

Nancy Holmes, Town Clerk

Subject

Warrant – SPECIAL TOWN ELECTION

Executive Summary

Special Town Election Warrant to be adopted and signed by Select Board – Town Clerk will have posted by a Constable by 11-01-22

Staff Recommendation

Recommend

Background/Discussion

n/a

Impact: Environmental ☐ Fiscal ☐ Community ☐ Other ☒

State Law

Board/Commission Recommendation

n/a

Public Outreach

Will be publicly posted per State rules

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

n/a

Attachments

Warrant – SPECIAL TOWN ELECTION 11-08-22



We hereby notify and warn the inhabitants of the Town of Nantucket qualified to vote in Town affairs to go to the Nantucket High School at 10 Surfside Road in said Nantucket, on

***TUESDAY, THE EIGHTH DAY OF NOVEMBER, 2022
BETWEEN THE HOURS OF 7:00 AM and 8:00 PM***

for the following purpose:

To cast their votes in the Special Town Election for the election of a candidate for the following offices:

Select Board

*One, for a term to expire at the Annual
Town Election, May 23, 2023*

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

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

Jason M. Bridges, Chair

Dawn E. Hill Holdgate, Vice Chair

Matthew G. Fee

Brooke Mohr

Melissa Murphy

SELECT BOARD OF NANTUCKET, MA

Pursuant to Chapter 39, section 10 of the General Laws of the Commonwealth and the Warrant of _____, 2022 I have notified and warned the inhabitants of the Town of Nantucket qualified to vote in Town affairs to appear at the times and place and for the purposes within mentioned by posting said notification on _____ at the Stop & Shop on Pleasant Street, the Town and County Building at 16 Broad Street; and upon the Bulletin Boards at the corner of Main and Federal Streets, and Siasconset Square.

Sworn to under pains and penalties of perjury,

Constable



Agenda Item Summary

Agenda Item #	VIII. 1b.
Date	10/12/2022

Staff

Nancy Holmes, Town Clerk

Subject

STATE Election Warrant – Nov. 8, 2022

Executive Summary

State Election Warrant to be adopted and signed by Select Board – Town Clerk will have Warrant posted by a Constable by Nov. 1st, as required.

Staff Recommendation

Recommend

Background/Discussion

n/a

Impact: Environmental ☐ Fiscal ☐ Community ☐ Other ☒

State Law

Board/Commission Recommendation

n/a

Public Outreach

Will be publicly posted per State requirement

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

n/a

Attachments

STATE Election Warrant – Nov. 2022



**COMMONWEALTH OF MASSACHUSETTS
WILLIAM FRANCIS GALVIN
SECRETARY OF THE COMMONWEALTH**

WARRANT FOR 2022 STATE ELECTION

SS. To the Constables of the City/Town of: NANTUCKET

GREETINGS: In the name of the Commonwealth, you are hereby required to notify and warn the inhabitants of said city or town who are qualified to vote in Elections to vote at:

_____0/1_____
(insert ward/precinct numbers)

_____NANTUCKET HIGH SCHOOL_____
(insert polling locations)

On **TUESDAY, THE EIGHTH DAY OF NOVEMBER, 2022**, from 7:00 a.m. to 8:00 P.M. for the following purpose:

To cast their votes in the State Election for the candidates for the following offices:

GOVERNOR and LIEUTENANT GOVERNOR.....	FOR THIS COMMONWEALTH
ATTORNEY GENERAL.....	FOR THIS COMMONWEALTH
SECRETARY OF STATE.....	FOR THIS COMMONWEALTH
TREASURER.....	FOR THIS COMMONWEALTH
AUDITOR.....	FOR THIS COMMONWEALTH
REPRESENTATIVE IN CONGRESS.....	NINTH DISTRICT
COUNCILLOR.....	FIRST DISTRICT
SENATOR IN GENERAL COURT.....	CAPE & ISLANDS DISTRICT
REPRESENTATIVE IN GENERAL COURT.....	BARNSTABLE, DUKES &
	NANTUCKET DISTRICT
DISTRICT ATTORNEY.....	CAPE & ISLANDS DISTRICT
SHERIFF.....	NANTUCKET COUNTY

QUESTION 1: PROPOSED AMENDMENT TO THE CONSTITUTION

Do you approve of the adoption of an amendment to the constitution summarized below, which was approved by the General Court in joint sessions of the two houses on June 12, 2019 (yeas 147 – nays 48); and again on June 9, 2021 (yeas 159 – nays 41)?

SUMMARY

This proposed constitutional amendment would establish an additional 4% state income tax on that portion of annual taxable income in excess of \$1 million. This income level would be adjusted annually, by the same method used for federal income-tax brackets, to reflect increases in the cost of living. Revenues from this tax would be used, subject to appropriation by the state Legislature, for public education, public colleges and universities; and for the repair and maintenance of roads, bridges, and public transportation. The proposed amendment would apply to tax years beginning on or after January 1, 2023.

A YES VOTE would amend the state Constitution to impose an additional 4% tax on that portion of incomes over one million dollars to be used, subject to appropriation by the state Legislature, on education and transportation.

A NO VOTE would make no change in the state Constitution relative to income tax.

QUESTION 2: LAW PROPOSED BY INITIATIVE PETITION

Do you approve of a law summarized below, on which no vote was taken by the Senate or the House of Representatives on or before May 3, 2022?

SUMMARY

This proposed law would direct the Commissioner of the Massachusetts Division of Insurance to approve or disapprove the rates of dental benefit plans and would require that a dental insurance carrier meet an annual aggregate medical loss ratio for its covered dental benefit plans of 83 percent. The medical loss ratio would measure the amount of premium dollars a dental insurance carrier spends on its members' dental expenses and quality improvements, as opposed to administrative expenses. If a carrier's annual aggregate medical loss ratio is less than 83 percent, the carrier would be required to refund the excess premiums to its covered individuals and groups. The proposed law would allow the Commissioner to waive or adjust the refunds only if it is determined that issuing refunds would result in financial impairment for the carrier.

The proposed law would apply to dental benefit plans regardless of whether they are issued directly by a carrier, through the connector, or through an intermediary. The proposed law would not apply to dental benefit plans issued, delivered, or renewed to a self-insured group or where the carrier is acting as a third-party administrator.

The proposed law would require the carriers offering dental benefit plans to submit information about their current and projected medical loss ratio, administrative expenses, and other financial information to the Commissioner. Each carrier would be required to submit an annual comprehensive financial statement to the Division of Insurance, itemized by market group size and line of business. A carrier that also provides administrative services to one or more self-insured groups would also be required to file an appendix to their annual financial statement with information about its self-insured business. The proposed law would impose a late penalty on a carrier that does not file its annual report on or before April 1.

The Division would be required to make the submitted data public, to issue an annual summary to certain legislative committees, and to exchange the data with the Health Policy Commission. The Commissioner would be required to adopt standards requiring the registration of persons or entities not otherwise licensed or registered by the Commissioner and criteria for the standardized reporting and uniform allocation methodologies among carriers.

The proposed law would allow the Commissioner to approve dental benefit policies for the purpose of being offered to individuals or groups. The Commissioner would be required to adopt regulations to determine eligibility criteria.

The proposed law would require carriers to file group product base rates and any changes to group rating factors that are to be effective on January 1 of each year on or before July 1 of the preceding year. The Commissioner would be required to disapprove any proposed changes to base rates that are excessive, inadequate, or unreasonable in relation to the benefits charged. The Commissioner would also be required to disapprove any change to group rating factors that is discriminatory or not actuarially sound.

The proposed law sets forth criteria that, if met, would require the Commissioner to presumptively disapprove a carrier's rate, including if the aggregate medical loss ratio for all dental benefit plans offered by a carrier is less than 83 percent.

The proposed law would establish procedures to be followed if a proposed rate is presumptively disapproved or if the Commissioner disapproves a rate.

The proposed law would require the Division to hold a hearing if a carrier reports a risk-based capital ratio on a combined entity basis that exceeds 700 percent in its annual report.

The proposed law would require the Commissioner to promulgate regulations consistent with its provisions by October 1, 2023. The proposed law would apply to all dental benefit plans issued, made effective, delivered, or renewed on or after January 1, 2024.

A YES VOTE would regulate dental insurance rates, including by requiring companies to spend at least 83% of premiums on member dental expenses and quality improvements instead of administrative expenses, and by making other changes to dental insurance regulations.

A NO VOTE would make no change in the law relative to the regulations that apply to dental insurance companies.

QUESTION 3: LAW PROPOSED BY INITIATIVE PETITION

Do you approve of a law summarized below, on which no vote was taken by the Senate or the House of Representatives on or before May 3, 2022?

SUMMARY

This proposed law would increase the statewide limits on the combined number of licenses for the sale of alcoholic beverages for off-premises consumption (including licenses for “all alcoholic beverages” and for “wines and malt beverages”) that any one retailer could own or control: from 9 to 12 licenses in 2023; to 15 licenses in 2027; and to 18 licenses in 2031.

Beginning in 2023, the proposed law would set a maximum number of “all alcoholic beverages” licenses that any one retailer could own or control at 7 licenses unless a retailer currently holds more than 7 such licenses.

The proposed law would require retailers to conduct the sale of alcoholic beverages for off-premises consumption through face-to-face transactions and would prohibit automated or self-checkout sales of alcoholic beverages by such retailers.

The proposed law would alter the calculation of the fine that the Alcoholic Beverages Control Commission may accept in lieu of suspending any license issued under the State Liquor Control Act. The proposed law would modify the formula for calculating such fee from being based on the gross profits on the sale of alcoholic beverages to being based on the gross profits on all retail sales.

The proposed law would also add out-of-state motor vehicle licenses to the list of the forms of identification that any holder of a license issued under the State Liquor Control Act, or their agent or employee, may choose to reasonably rely on for proof of a person's identity and age.

A YES VOTE would increase the number of licenses a retailer could have for the sale of alcoholic beverages to be consumed off premises, limit the number of “all-alcoholic beverages” licenses that a retailer could acquire, restrict use of self-checkout, and require retailers to accept customers’ out-of-state identification.

A NO VOTE would make no change in the laws governing the retail sale of alcoholic beverages.

QUESTION 4: REFERENDUM ON AN EXISTING LAW

Do you approve of a law summarized below, which was approved by the House of Representatives and the Senate on May 26, 2022?

SUMMARY

This law allows Massachusetts residents who cannot provide proof of lawful presence in the United States to obtain a standard driver's license or learner's permit if they meet all the other qualifications for a standard license or learner's permit, including a road test and insurance, and provide proof of their identity, date of birth, and residency. The law provides that, when processing an application for such a license or learner's permit or motor vehicle registration, the registrar of motor vehicles may not ask about or create a record of the citizenship or immigration status of the applicant, except as otherwise required by law. This law does not allow people who cannot provide proof of lawful presence in the United States to obtain a REAL ID.

To prove identity and date of birth, the law requires an applicant to present at least two documents, one from each of the following categories: (1) a valid unexpired foreign passport or a valid unexpired Consular Identification document; and (2) a valid unexpired driver's license from any United States state or territory, an original or certified copy of a birth certificate, a valid unexpired foreign national identification card, a valid unexpired foreign driver's license, or a marriage certificate or divorce decree issued by any state or territory of the United States. One of the documents presented by an applicant must include a photograph and one must include a date of birth. Any documents not in English must be accompanied by a certified translation. The registrar may review any documents issued by another country to determine whether they may be used as proof of identity or date of birth.

The law requires that applicants for a driver's license or learner's permit shall attest, under the pains and penalties of perjury, that their license has not been suspended or revoked in any other state, country, or jurisdiction.

The law specifies that information provided by or relating to any applicant or license-holder will not be a public record and shall not be disclosed, except as required by federal law or as authorized by Attorney General regulations, and except for purposes of motor vehicle insurance.

The law directs the registrar of motor vehicles to make regulations regarding the documents required of United States citizens and others who provide proof of lawful presence with their license application.

The law also requires the registrar and the Secretary of the Commonwealth to establish procedures and regulations to ensure that an applicant for a standard driver's license or learner's permit who does not provide proof of lawful presence will not be automatically registered to vote.

The law takes effect on July 1, 2023.

A YES VOTE would keep in place the law, which would allow Massachusetts residents who cannot provide proof of lawful presence in the United States to obtain a driver's license or permit if they meet the other requirements for doing so.

A NO VOTE would repeal this law.

Hereof fail not and make return of this warrant with your doings thereon at the time and place of said voting.

Given under our hands this _____ day of _____, 2022.
(month)

Select Board of: _____
NANTUCKET

(Indicate method of service of warrant)

_____, 2022.
Constable (month and day)



Agenda Item Summary

Agenda Item #	VIII. 2. a & b.
Date	10/12/2022

Staff

Tucker Holland, Housing Director

Subject

Richmond Violet Place Acceleration

Executive Summary

Following the successful Wildflower Acceleration within Meadows II rental community – where 24 Nantucket households are now living under new roofs, where affordability was expanded and deepened, and where these units contributed to a new period of Safe Harbor – the Affordable Housing Trust is unanimously recommending moving forward with a second acceleration project at Violet Place within Meadows II. Of the 48 units comprising this phase, income restricted units will double from 12 to 24, and affordability will cover a range from 70% to 120% AMI. These are also planned to contribute toward the Subsidized Housing Inventory and Certification of our Housing Production Plan.

Staff Recommendation

Approve.

Background/Discussion

The Executive Summary lays out the merits of this effort – getting year-rounders into stable, newly constructed housing more quickly and concurrently further restricting affordability while contributing to Safe Harbor. Today we are seeking approval and execution for the Meadows II Rental Housing Development Project of:

- a) Certification of Compliance to the Department of Housing and Community Development for Project Compliance with the Local Initiative Program Regulatory Agreement and Declaration of Restrictive Covenants as amended of Meadows II Rental Housing Development Project; and
- b) Any other necessary documents related to the funding of the buydown and acceleration of the units in Phases 3 and 4 of Meadows II known as Violet Place.

DHCD has already stated that Richmond is in compliance relative to the certification. We found the same when the recent transfer of lots to Nantucket Property Owner, LLC took place.

Total funding for the project is \$5.95 million, with a portion (\$2.38 million) scheduled to be a grant related to the buydown of affordability once certification has been confirmed and the balance will be a loan – with much the same format as with the Wildflower Acceleration.



With this approval, units are expected to be constructed and occupied within 15 months.

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.)

Consistent with the Select Board Strategic Plan Housing Goal of remaining in Safe Harbor and providing greater housing opportunities to year-rounders.

Attachments

1. Certification of Compliance
2. Violet Place Memorandum of Understanding
3. Violet Place Grant and Loan Agreement
4. Violet Place Promissory Note



October ____, 2022

Rieko Hayashi, LIP / HOP Coordinator
Department of Housing and Community Development
100 Cambridge Street, Suite 300
Boston, MA 02114

Re: Local Initiative Program
Project: Meadows II Nantucket
Approval: May 3, 2019

CERTIFICATION OF COMPLIANCE

Dear Ms. Hayashi:

Reference is made to the above-mentioned Project given Local Initiative Program Local Action Unit (LAU) Approval on May 3, 2019, for Local Action Unit designation of two hundred twenty-five (225) rental dwellings, fifty-seven (57) of which were required to be affordable to households earning at or below eighty percent (80%) of the Area Median Income (AMI). As required by the Program guidelines, the affordable units are restricted in perpetuity by that certain Local Initiative Program Regulatory Agreement and Declaration of Restrictive Covenants for “Meadows II” Rental Housing Development Project dated May 3, 2019, registered with the Nantucket Registry District of the Land Court as Document No. 161871 and filed with Certificate of Title No. 24,872, as amended by First Amendment to Local Initiative Program Regulatory Agreement and Declaration of Restrictive Covenants for said Project dated December 14, 2021, registered with said Registry District of the Land Court as Document No. 173044 (as amended, the “Regulatory Agreement”). The Town of Nantucket, as the Municipality under the Regulatory Agreement, is in receipt of a request of Richmond Great Point Development, LLC and Richmond Meadows Two ACK, LLC, as they are jointly and severally, among another, “Developers” thereunder, for consent to their sale, transfer, or conveyance of Phases 3, 4, 5, and 6, consisting of one hundred three (103) total rental dwellings to be constructed in eleven (11) discrete buildings to entities under common control, to wit, Richmond Meadows Two P3P4, LLC, and Richmond Meadows Two P5P6, LLC. Accordingly, and pursuant to Section 9 of the Regulatory Agreement, the Town hereby certifies to the Department of Housing and Community Development and the Developers, as of the date printed above, that the Project is in compliance with the affordability requirements of the Regulatory Agreement.

Sincerely,

TOWN OF NANTUCKET
By its Select Board

By: _____
Jason Bridges, Chair

**MEMORANDUM OF UNDERSTANDING
MEADOWS II – PHASE 3 AND PHASE 4**

THIS MEMORANDUM OF UNDERSTANDING (this “MOU”), or this “Agreement”) is dated this ____ day of October, 2022, between the Town of Nantucket Affordable Housing Trust Fund, a Massachusetts municipal housing trust created pursuant to G.L. c.44, §55C, under a Declaration of Trust dated February 8, 2010, recorded with Nantucket County Registry of Deeds in Book 1221, Page 20, as amended by First Amendment to Declaration of Trust dated September 25, 2014, recorded with said Deeds in Book 1452, Page 271, acting by and through its Board of Trustees, having an address of 2 Fairgrounds Road, Nantucket, Massachusetts 02554 (the “Trust”), the Town of Nantucket (the “Town”), a municipal corporation organized under the laws of the Commonwealth of Massachusetts, with a usual place of business at the Town and County Building 16 Broad Street, Nantucket, Massachusetts 02554, acting by and through its duly elected Select Board (the “Select Board”), Richmond Great Point Development, LLC (the “Developer”), a Delaware limited liability company, and Richmond Meadows Two P3P4, LLC (“Richmond”), a Massachusetts limited liability company, each having its address C/O The Richmond Company, Inc., 23 Concord Street, Wilmington, Massachusetts 01887, (collectively, the “Parties”). The Town joins in this MOU to evidence its agreement to execute the LIP / LAU Application, the amended Regulatory Agreement, and all other documents incidental and related thereto as may be necessary to obtain certification of the Units on the SHI. Except as otherwise herein defined, capitalized terms used throughout shall have the same meaning given to them in the Grant and Loan Agreement of even date herewith.

RECITALS

WHEREAS, Developer is the developer of a certain project in the Town and County of Nantucket known as the “Meadows II” Workforce Rental Housing Development Project (the “Project”) consisting of no more than a total of two hundred twenty-five (225) units, as permitted by Special Permit approved February 23, 2017 and registered with the Nantucket Registry District of the Land Court as Document No. 155492; and

WHEREAS, pursuant to that certain Local Initiative Program Regulatory Agreement and Declaration of Restrictive Covenants (the “Regulatory Agreement”) dated May 3, 2019 and registered with the Nantucket Registry District of the Land Court as Document No. 161871 and filed with Certificate of Title No. 24,872, the Developer is required to, among other things, construct and make available a total of fifty-seven (57) Units (as that term is defined in the Regulatory Agreement) for rental to households whose annual income does not exceed eighty (80%) percent of the Area Median Income (“AMI”) (adjusted for family size) as determined by the U.S. Department of Housing and Urban Development (“HUD”); and

WHEREAS, the Regulatory Agreement was first amended by a certain First Amendment to Local Initiative Program Regulatory Agreement and Declaration of Restrictive Covenants for “Meadows II” Workforce Rental Housing Development Project dated December 14, 2021 and registered with the Nantucket Registry District of the Land Court as Document No. 173044 and filed with Certificate of Title No. 28,341; whereby the Town, the Trust, and the Developer agreed to modify the terms of the Regulatory Agreement to, among other things, restrict an additional six (6) market-rate housing units to be made available to households whose annual income does not exceed one hundred (100%) percent of the AMI, and to reduce the affordability levels of six (6) Units originally available for rental to households whose annual income does not exceed eighty (80%) percent of the AMI to households whose annual income does not exceed fifty (50%) percent of the AMI; and

WHEREAS, as first amended, the Regulatory Agreement requires the construction and rental of **six (6) Units** to households whose annual income does not exceed **fifty (50%) percent** of the AMI, **fifty-one (51) Units** to households whose annual income does not exceed **eighty (80%) percent** of the AMI, and **six (6) units** to households whose annual income does not exceed **one hundred (100%) percent** of the AMI; and

WHEREAS, as first amended, the Regulatory Agreement does not otherwise restrict the rental of **one hundred sixty-two (162) units** based upon household income which may be made available at market-rates; and

WHEREAS, as of the date of this MOU the Developer has constructed and obtained occupancy certificates for one hundred twenty-two (122) housing units at the Projects known as the “Meadows II – Phase I” and “Meadows II – Phase 2A”; and

WHEREAS, the Developer has proposed to construct two subsequent phases of the Project containing an additional forty-eight (48) units on land located at 47 and 49 Beach Grass Road and 1, 2, 3, 4, and 5 Violet Place, Nantucket, Massachusetts (collectively, the “Property”), being a portion of Lot 962 and all of Lot 966 on Land Court Plan No. 16514-118 filed with Nantucket Registry District of the Land Court and more particularly described on Certificate of Title No. 24,872, to be known as Phase 3 and Phase 4 of the “Meadows II Project,” respectively, as shown on the plan attached hereto as Exhibit A; and

WHEREAS, subject to Section 9 of the Regulatory Agreement, the Developer proposes to transfer, inter alia, the Property and rights to construct Phase 3 and Phase 4 of the Project to Richmond, and Richmond shall thereafter serve as the successor developer to Developer for purposes of owning, constructing, and operating Phase 3 and Phase 4 of the Project; and

WHEREAS, Richmond by and through the Developer has proposed to further modify certain aspects of the Project and the Regulatory Agreement to reduce the affordability levels for six (6) units of rental housing available to households earning from less than eighty percent (80%) of the AMI to households earning less than seventy (70%)

percent of the AMI, and to convert six (6) units of market rate housing to units for rental to households earning less than one hundred ten (110%) percent of the AMI, and to convert an additional six (6) units of market rate housing to units for rental to households earning less than one hundred twenty(120%) percent of the AMI; and

WHEREAS, to facilitate the acceleration of construction of Phase 3 and Phase 4 and the buy-down of the affordability levels of some of the units in the Project, Richmond has requested a grant (the “Grant”) from the Trust in the amount of Two Million Three Hundred Eighty Thousand and 00/100 Dollars (\$2,380,000.00) and a loan (the “Loan”) in the amount of Three Million Five Hundred Seventy Thousand and 00/100 Dollars (\$3,570,000.00) for the construction of the Project; and

WHEREAS, the Units constructed in Phase 3 and Phase 4 will be subject to a perpetual affordable housing restriction held by the Town of Nantucket and the Department of Housing and Community Development (“DHCD”) and will be eligible for certification to the Town of Nantucket’s subsidized housing inventory (SHI) on an expedited basis as a result of the Grant and the Loan; and

WHEREAS, the vote of Article 10 of the 2022 Annual Town Meeting authorized the appropriation of funds for the Trust to develop affordable housing units in the Town, including the costs of construction of affordable housing units, subject to certain restrictions; and

WHEREAS, the Trust voted to award the Loan in the total amount of Five Million Nine Hundred Fifty Thousand Dollars (\$5,950,000.00) to Richmond for the accelerated construction of Phase 3 and Phase 4 and the buy-down of affordability levels of a portion of the housing units in Phase 3 and Phase 4 of the Project, subject to Richmond’s grant of an affordable housing restriction on the Property (or a modification thereto, as necessary) to be held by the Town of Nantucket and DHCD, and subject to the Trust and Richmond entering into a mutually agreeable Grant and Loan Agreement, Promissory Note, and Mortgage and Security Agreement perfecting the Trust’s lien on the Property securing repayment of the Loan (among other documents, collectively the “Loan Documents”).

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

1. Acquisition of the Property. Within a reasonable time of the execution of this MOU and prior to the Trust’s obligation to fund either the Grant or the Loan as set forth in the Grant and Loan Agreement, the Developer shall grant and convey the fee title to Phase 4, being a portion of the Property to Richmond by quitclaim deed, conveying good and clear record and marketable title to Phase 4 and enter into a 99-Year Ground Lease for Phase 3, the Deed and Ground Lease to be in forms approved by the Trust. The Ground Lease shall be evidenced by a Notice of Lease on the Phase 3 portion of the Property filed with the Nantucket Registry District of the Land Court. Prior to the advance of the Loan

Funds Richmond shall undertake a title examination of the Property and deliver a Title Insurance Commitment for the Mortgage and Security Agreement on Phase 3 and Phase 4 to the Trust for its review and approval, containing no other monetary liens or encumbrances on the Property except for the Mortgages on the Property to Natick South, LLC in the original principal amount of Thirty Million and 00/100 (\$30,000,000.00) Dollars filed with the Nantucket Registry District of the Land Court as Document No. 157520 and to Eastern Bank in the original principal amount of Twenty-Five Million and 00/100 (\$25,000,000.00) Dollars filed with the Nantucket Registry District of the Land Court as Document No. 161875, the lien of which mortgages shall be subordinated to the Ground Lease. In the event that there are any other monetary encumbrances or liens filed against the Property, then Richmond shall discharge them prior to the Trust's payment of the Loan Funds to Richmond. Upon approval of the Title Insurance Commitments, the Trust shall pay the Loan Funds according to the Grant and Loan Agreement to Richmond who shall record the Mortgage and Security Agreement for Phase 3 and Phase 4 with the Nantucket Registry District of the Land Court and shall deliver a Lender's Title Insurance Policy to the Trust in the insured amount of \$5,950,000.00.

2. Grant and Loan Funds. The Trust shall deliver the Loan Funds to Richmond pursuant to the Grant and Loan Agreement. In mutual consideration of the Trust's grant of the Loan Funds, and Richmond's agreement to buy-down the affordability levels of additional units of housing in Phase 3 and in Phase 4 as contemplated in this MOU, Richmond and the Town hereby agree to cooperate to obtain a mutually agreeable modification to the Regulatory Agreement with DHCD on terms acceptable to DHCD and the counterparties hereto, and to register such modification with the Nantucket Registry District of the Land Court. Six (6) of the units shall be rented to households whose annual income does not exceed seventy percent (70%) of the AMI as determined by HUD, six (6) of the units shall be rented to households whose annual income does not exceed eighty percent (80%) of the AMI, six (6) of the units shall be rented to households whose annual income does not exceed one hundred ten percent (110%) of the AMI, and six (6) of the units shall be rented to households whose annual income does not exceed one hundred twenty percent (120%) of the AMI. There shall be no income restrictions on the remaining twenty-four (24) units which may be made available for rental at prevailing market rates. All of the units in the Project shall be included on the Town's Subsidized Housing Inventory (SHI).

3. Loan Funds. Richmond shall execute a Promissory Note to be held by the Trust in the amount of \$5,950,000.00 (the "Loan Funds"). A portion of the Loan Funds, in the amount of \$2,380,000.00 shall convert to a grant and shall be credited against the balance of the Loan Funds upon the conditions in Section 5 below having been satisfied. Richmond agrees to make payments of principal and interest at such times and at the rate provided for in the Promissory Note. Richmond agrees that as security for the loan and the performance of its obligations, it shall grant to the Trust a Mortgage and Security Agreement on Phase 3 and Phase 4, subject to the limitations and requirements that the Trust subordinate the aforementioned encumbrance to the Mortgages of Natick South, LLC and Eastern Bank as provided in the Grant and Loan Agreement and in the Title

Insurance Commitment.

4. Construction of Units. Richmond agrees to use diligent efforts with the construction of Phase 3 and Phase 4 of the Project and shall submit any applications or requests for modifications and seek approval of its plans and specifications from the Nantucket Historic District Commission or the Planning Board as may be needed without undue delay. Richmond shall construct 2 buildings containing 8 units in Phase 3 and 3 buildings containing 32 units in Phase 4 as shown on said Plan attached as Exhibit A, Richmond shall cause the Project to be constructed in a good and workmanlike manner with good engineering and construction practices in accordance with the approved plans and specifications and in accordance with all applicable laws, by-laws, codes, and regulations. Richmond shall use diligent and best efforts to construct the units and to obtain permanent occupancy certificates therefor within eighteen (18) months of the date of the disbursement of the Grant and Loan Funds.

5. LAU Application. In order for the Units in Phase 3 and Phase 4 to be eligible for certification for the Town's "Safe Harbor" for compliance with its approved Housing Production Plan pursuant to 760 CMR 56.03(4)(f), Richmond, the Developer, and the Town will use their best efforts to jointly prepare the Local Action Unit application to be filed with DHCD this month and mutually agree to meet any additional requirements of DHCD for the forty-eight (48) units to be eligible to be counted pursuant to the provisions for counting units under 760 CMR 56.03(2) such that the municipality (i.e., the Town) may request that DHCD certify its compliance with its approved Housing Production Plan in an amount equal to its 0.50% production goal for the calendar year 2022, and so that the Units are so eligible prior to December 14, 2022. In order for the forty-eight (48) units to be eligible for certification, Richmond agrees to deliver copies of signed building permits for these units to the Town and DHCD for the Town's request for certification promptly as they are available with the last building permits being delivered no later than December 7, 2022. Richmond also agrees to promptly prepare the necessary fair housing marketing plan and oversee the lottery for the tenant selection as required by DHCD.

6. Management of the Property. Upon completion of the construction of the Project and the commencement of the rental of the Units, Developer and/or affiliates thereof agrees to manage the Project including (but without implied limitation) all maintenance and repairs to the Project. Additionally, Developer and / or affiliates thereof agrees to oversee any reporting requirements for DHCD through staff of its employ or pursuant to a third-party contract with a housing consultant, at its choice. Richmond agrees to comply with any reasonable DHCD requests as to the management of the Property and provide any documentation requested by DHCD as to a management contract on the Property, which is customarily requested of like parties.

7. Notices. All notices required or permitted to be given hereunder shall be in writing and delivered by facsimile, by hand or mailed, postage prepaid, by registered or certified mail, or by overnight express delivery with receipt required, in the case of the Trust to:

In the case of the Trust or the Town:

The Town of Nantucket Affordable Housing Trust Fund
2 Fairgrounds Road
Nantucket, MA 0255

Town of Nantucket Select Board
Attn: Jason Bridges, Chair
Town & County Building
16 Broad Street
Nantucket, MA 02554

With a copy to: Tucker Holland
Municipal Housing Director
Town & County Building
16 Broad Street
Nantucket, MA 02554

And another copy to:

Vicki S. Marsh, Esq.
KP Law, P.C.
101 Arch Street
Boston, MA 02110

In the case of Richmond or Developer:

Richmond Meadows TwoP3P4, LLC
23 Concord Street
Wilmington, MA 0188
Attn: Philip Pastan, Manager

Richmond Great Point Development, LLC
23 Concord Street
Wilmington, MA 01887
Attn: Philip Pastan, its Manager

With a copy to:

Andrew D. Burek, Esq.
The Richmond Company, Inc.
23 Concord Street
Wilmington, MA 01887

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 received by the party to whom it is addressed, or if sent by facsimile, on the same business day as sent.

8. Compliance with Special Permits for Richmond Projects

Richmond obtained the following permits and approvals (each as amended or modified, and collectively the “Workforce Housing Permits and Approvals”) from the Planning Board of the Town of Nantucket for the Richmond Development project:

- (A) Special Permit Decision with Major Site Plan Review concerning the “Meadows II” Workforce Rental Housing Development Project, dated February 23, 2017, filed with the Nantucket Registry District of the Land Court as Document No. 155492;
- (B) Approval of a Definitive Subdivision Plan (see Planning Board File # 8013) dated January 26, 2017;
- (C) Special Permit Decision with Major Site Plan Review concerning the “Sandpiper Place I (South) Workforce Homeownership Development Project dated February 16, 2017, filed with said Registry District of the Land Court as Document No. 155431;
- (D) Approval of a Definitive Subdivision Plan (see Planning Board File # 8024) dated January 26, 2017;
- (E) Special Permit Decision with Major Site Plan Review concerning the “Sandpiper Place II” (North) Workforce Homeownership Development Project dated February 17, 2017, filed with said Registry District of the Land Court as Document No. 155432; and
- (F) Approval of a Definitive Subdivision Plan (see Planning Board File # 8025) dated January 26, 2017.

In further consideration for the Trust’s payment of the Grant and Loan Funds to Richmond, Richmond agrees to continue to comply with the Special Permits and Approvals of Subdivision Plans as they relate to the completion of the landscaping, installation of any bike racks, common areas, park or playground, or other improvements to the aesthetic appearance of the Project and to complete, construct and plant the landscaping and other improvements as the applicable portions of the Project are completed and as weather permits. Richmond agrees to complete the landscaping for the Richmond Development Project as were approved in connection with the Workforce Housing Permits and Approvals.

9. Miscellaneous.

(A) This Agreement contains the entire agreement between the parties and there are no other agreements or understandings between the parties regarding the subject matter of this Agreement, except as herein contemplated. If any portion of this Agreement is declared to be illegal, unenforceable or void, then all parties to this Agreement shall be relieved of all obligations under that portion; provided, however, that the remainder of this Agreement shall be enforced to the fullest extent permitted by law. The captions in this Agreement are inserted for convenience of reference only and in no way define, describe, or limit the scope or intent of this Agreement or any of the provisions thereof. This Agreement shall be governed by and construed in accordance with the laws of the Commonwealth of Massachusetts. The recitals to this Agreement are incorporated herein.

(B) Richmond may not assign or transfer all or any portion of the benefits or obligations of this Agreement without the prior written consent of the Trust.

[Signature page(s) to follow]

IN WITNESS WHEREOF, the parties have hereto set their hands and seals as of the day referenced above.

TOWN OF NANTUCKET
AFFORDABLE HOUSING TRUST
FUND
By its Board of Trustees

RICHMOND MEADOWS TWO P3P4, LLC

By: _____

By: _____
Name: Philip Pastan, Manager

TOWN OF NANTUCKET
By its Select Board

RICHMOND GREAT POINT
DEVELOPMENT, LLC

Jason Bridges, Chair

By: _____
Name: Philip Pastan, Manager

TOWN OF NANTUCKET AFFORDABLE HOUSING TRUST FUND

GRANT AND LOAN AGREEMENT FOR

Richmond Meadows Two P3P4, LLC

This GRANT AND LOAN AGREEMENT (the “Agreement”) is made on this ____ day of September, 2022 (the “Effective Date”), by and between the Town of Nantucket Affordable Housing Trust Fund, a municipal affordable housing trust created pursuant to G.L. c. 44, §55C, under a Declaration of Trust dated February 8, 2010, recorded with Nantucket County Registry of Deeds in Book 1221, Page 20, as amended by First Amendment to Declaration of Trust dated September 25, 2014, recorded with said Deeds in Book 1452, Page 271, acting by and through its Board of Trustees, having an address of 2 Fairgrounds Road, Nantucket, Massachusetts 02554 (the “Trust”), and Richmond Meadows Two P3P4, LLC (the “Grantee”), a Massachusetts limited liability company, having an address of 23 Concord Street, Wilmington, Massachusetts 01887.

WITNESSETH:

WHEREAS, Richmond Great Point Development, LLC (the “Developer”), a Delaware limited liability company, having an address of 23 Concord Street, Wilmington, Massachusetts 01887 presented a proposal to the Trust for the funding for the buy-down of the affordability levels of six (6) affordable units and the conversion of twelve (12) market rate units for rental to restricted income level households located at 47 and 49 Beach Grass Road and 1, 2, 3, 4, and 5 Violet Place, Nantucket, Massachusetts and being a portion of Lot 962 and all of Lot 966 on Land Court Plan No. 16514-118 (the “Property”) to be constructed in a forty-eight (48)-unit mixed income housing project by the Grantee on the Property, to be known as Phase 3 and Phase 4 and of the “Meadows II” Workforce Rental Housing Development Project (the “Project”) and the acceleration of the construction of the units in the aforementioned phases of the Project; and

WHEREAS, the Project is subject to that certain Local Initiative Program Regulatory Agreement and Declaration of Restrictive Covenants (as amended the “Regulatory Agreement”) dated May 3, 2019 and registered with the Nantucket Registry District of the Land Court as Document No. 161871 and filed with Certificate of Title No. 24,872; and

WHEREAS, the Regulatory Agreement was first amended by a certain First Amendment to Local Initiative Program Regulatory Agreement and Declaration of Restrictive Covenants for “Meadows II” Workforce Rental Housing Development Project dated December 14, 2021 and registered with the Nantucket Registry District of the Land Court as Document No. 173044 and filed with Certificate of Title No. 28,341; whereby the Town, the Trust, and the Developer agreed to modify the terms of the Regulatory Agreement to, among other things, restrict an additional six (6) market-rate housing units to be made available to households whose annual income does not exceed one hundred (100%) percent of the Area Median Income (“AMI”) adjusted for family size as determined by the U.S. Department of Housing and Urban Development (“HUD”), and to

restrict six (6) Units originally available for rental to households whose annual income does not exceed eighty (80%) percent of the AMI to households whose annual income does not exceed fifty (50%) percent of the AMI; and

WHEREAS, in exchange for the Trust's funding, the Developer and the Grantee have proposed to further modify certain aspects of the Project, and the Regulatory Agreement as heretofore amended, to reduce the affordability levels for six (6) units of rental housing available to households earning from eighty (80%) percent of the AMI to households earning less than seventy (70%) percent of the AMI, and to convert six (6) units of market rate rental housing to units for rent to households earning less than one hundred ten (110%) percent of the AMI and to convert an additional six (6) units of market rate housing to units for rental to households earning less than one hundred twenty (120%) percent of the AMI, evenly; and

WHEREAS, subject to Section 9 of the Regulatory Agreement, the Developer proposes to transfer, inter alia, the Property and rights to construct (as modified) Phase 3 and Phase 4 of the Project to Grantee, and Grantee shall thereafter serve as the successor developer to Developer for purposes of owning, constructing, and operating Phase 3 and Phase 4 of the Project; and

WHEREAS, to accelerate construction of Phase 3 and Phase 4, Developer requested a grant (the "Grant") from the Trust in the amount of Two Million Three Hundred Eighty Thousand and 00/100 Dollars (\$2,380,000.00) and a loan (the "Loan") in the amount of Three Million Five Hundred Seventy Thousand and 00/100 Dollars (\$3,570,000.00) for the sole purpose of construction of Phase 3 and Phase 4 of the Project; and

WHEREAS, all of the Units constructed in Phase 3 and Phase 4 will be subject to a perpetual affordable housing restriction held by the Town of Nantucket and all units of every type will be eligible for certification to the Town of Nantucket's Subsidized Housing Inventory (SHI) on an expedited basis as a result of the Grant and the Loan; and

WHEREAS, the vote of Article 10 of the 2022 Annual Town Meeting authorized the appropriation of funds for the Trust to develop affordable housing units in the Town of Nantucket, including the costs of construction of affordable housing units and the acquisition of affordable housing restrictions by the Town; and

WHEREAS, the Trust voted to award the total amount of the Grant and Loan funds as a Loan in the amount of \$5,950,000.00, subject to conditions contained herein, for the construction of Phase 3 and Phase 4 of the Project, subject to Grantee's grant of an affordable housing restriction on the Property (or a modification thereto, as necessary) to be held by the Town of Nantucket, and subject to the Trust and Grantee entering into a mutually agreeable Grant and Loan Agreement, Promissory Note, and Mortgage and Security Agreement perfecting the Trust's lien on the Property and securing repayment of the Loan (among other documents, collectively the "Loan Documents").

WHEREAS, the Trust now wishes to enter into this Agreement with the Grantee to set forth the terms of the Grant and the Loan;

NOW THEREFORE, the Trust and Grantee agree as follows:

1. Funding and Closing.

- (A) As appropriated by Article 10 of the 2022 Annual Town Meeting and approved by the Select Board, the Trust at a meeting held on August ____, 2022 voted to loan to Grantee a total of \$5,950,000.00 (the "Loan Funds") on the condition that the Grantee shall use the Loan Funds only for the construction of Phase 3 and Phase 4 of the Project, and for the purposes of the Project incidental and related thereto, as set forth more particularly in the Developer's proposal, and this Agreement, and furthermore that \$2,380,000 of the Loan Funds shall convert to a grant to be credited toward the balance of the Loan Funds at such time as the Units are eligible to be counted pursuant to the provisions for counting units under 760 CMR 56.03(2) such that the municipality (i.e., the Town) may request that the Department of Housing and Community Development ("DHCD") certify its compliance with its approved Housing Production Plan in an amount equal to its 0.50% production goal for the calendar year 2022 in accordance with 760 CMR 56.03 (4) (f), and so long as the Units are so eligible prior to the date and time a Developer (as that term is defined in 760 CMR 56.02) shall actually deliver a completed Application for Comprehensive Permit made pursuant to MGL c. 40B, §§ 20-23, and 760 CMR 56.00 to the Town Clerk and the Zoning Board of Appeals. The Select Board then ratified its vote at their meeting on October ____, 2022.
- (B) Subject to the terms and conditions of this Agreement and the Promissory Note, the Trust hereby agrees to advance the Loan Funds, and Grantee hereby agrees to borrow the Loan Funds in accordance with the terms and conditions of the Loan Documents, in the principal sum of Five Million Nine Hundred Fifty Thousand and 00/100 (\$5,950,000.00) Dollars, not later than the fifth (5th) day following the Effective Date of this Agreement.

2. Conditions.

- a) The Grantee shall construct the Project in accordance with the approved plans and specifications showing in detail the location, layout and size of the units, the landscaping and all other improvements to be constructed on the Property commencing the work on the Project within two (2) months from the date of the Effective Date (the "Commencement Date") and completing the Project within eighteen (18) months from the Commencement Date (the "Completion Date"), unless extended by the Trust for good cause. The Grantee is responsible for obtaining all requisite municipal approvals of the plans and specification.
- b) Excess or unused Grant Funds or Loan Funds will be returned to the Trust if the Project has not begun or the Project has not been completed as provided for in the foregoing Section 2(a).

- c) The Grantee, the Town of Nantucket, and DHCD shall enter into a Regulatory Agreement and Declaration of Restrictions (or modification thereof) on terms satisfactory to the Grantee and the Town, which shall require the Property to be used for affordable housing purposes in perpetuity, which shall survive foreclosure of any mortgages and/or other liens encumbering the Property, and grant the Town the independent permanent right to enforce the terms thereof without regard to whether DHCD remains as a party thereto (the "Regulatory Agreement"). The affordability levels shall be reduced for six (6) units of rental housing available to households earning less than eighty percent (80%) AMI to households earning less than seventy percent (70%) AMI as determined by HUD, and to convert six (6) units of market rate housing to units for rental to households earning less than one hundred ten percent (110%) AMI, and convert an additional six (6) units of market rate housing to units for rental to households earning less than one hundred twenty percent (120%) AMI. In addition, six (6) of the units shall be rented to households whose annual income does not exceed eighty percent (80%) of the AMI. For the avoidance of any doubt, the remaining twenty-four (24) units in the Project may be rented to households at prevailing market rates without restriction. All the units in the Project must be eligible for inclusion in the Town's Subsidized Housing Inventory ("SHI"). All mortgages and other liens on the Property shall be subordinate to the Regulatory Agreement, or a modification thereof. Grantee shall construct the Project on the Property for affordable housing purposes, consistent with the Special Permit and the Regulatory Agreement.
- d) The Grantee agrees that as security for the Loan of the Loan Funds to the Grantee, and as security for the performance of the Grantee's obligations hereunder and as arise under the Regulatory Agreement, Grantee shall grant to the Trust a fifty (50) year mortgage on the Property (the "Mortgage"), and shall issue to the order of the Trust a Promissory Note (the "Note" or the "Promissory Note"), both in form acceptable to Town Counsel, which Note shall have an interest rate of four and eighty-six hundredths percent (4.86%) per annum, to be discharged at the end of said fifty (50) year term, notwithstanding any repayment of the Loan Funds, to ensure compliance with the affordability requirements in the Regulatory Agreement, provided that the Trust's Mortgage shall at all times be subject to Section 18 of this Agreement and fully subordinate to the First Mortgages to Natick South, LLC and Eastern Bank on the Property. The loan secured by said Mortgage shall be come fully due and payable, with interest at the rate of four percent (4%) per annum upon the occurrence of the following conditions, among others: (i) the Project is not constructed or is not rented in compliance with the Regulatory Agreement, or (ii) the Project is not completed by the Completion Date. The foregoing shall be and constitute events of default, which are subject to the notice and cure requirements of the Loan Documents.
- e) Unless and until (x) the Units to be constructed on the Property are eligible to be counted pursuant to the provisions for counting units under 760 CMR 56.03(2) such that the municipality (i.e., the Town) may request that DHCD certify its compliance with its approved Housing Production Plan in an amount equal to its 0.50% production goal for the calendar year 2022 in accordance with 760 CMR 56.03 (4) (f); and (y) the Zoning Board of Appeals for the Town of Nantucket may deny a Developer's (as that term is defined in

760 CMR 56.02) Application for Comprehensive Permit made pursuant to MGL c. 40B, §§ 20-23, and CMR 56.00, on the grounds that DHCD has certified the Town's compliance with the goals of its approved Housing Production Plan, in accordance with 760 CMR 56.03(4) and 760 CMR 56.03(4)(f) as a result of the countability of the Units, each prior to the date and time such Developer shall actually deliver its completed Application to the Town Clerk and the Zoning Board of Appeals, the Grant Funds shall be deemed and construed to be additional "Loan Funds" and shall be repayable to the Trust pursuant to the Note. For the avoidance of doubt, (1) if at any time the Units become ineligible for certification on the SHI following their initial eligibility then the Grant Funds shall convert to Loan Funds and be repayable to the Trust as a portion of the Loan, provided, however, such event shall not otherwise limit or prohibit the Trust's recourse hereunder or under the Loan Documents; and (2) if the Town or the Board are unable to deny a Developer's Application for Comprehensive Permit made pursuant to MGL c. 40B, §§ 20-23, and CMR 56.00 for reasons or upon grounds which are independent of, or contributory to, the failure or refusal of the Grantee to satisfy the conditions set forth in this subparagraph (e), then despite the efforts or any action, inaction, or other omission of the Grantee, the Grant Funds shall not be Loan Funds and shall not be required to be repaid to the Trust pursuant to the Note.

3. Project / Grantee Contact. Grantee, from time to time during the term of this Agreement, shall identify in writing a contact person responsible for administration of the Project. Grantee's contact person shall be interchangeable throughout the term of this Agreement and shall be designated by Grantee together with written notice of each change. Initially the individual responsible for administration of the Project shall be Philip Pastan, as he is the Manager of the Grantee.
4. Budget/Other Sources of Funding. Prior to the commencement of the Project, Grantee must submit a complete project budget to the Trust for its review and approval that accounts for (a) the expenditure of all funds awarded under this Agreement; and (b) the identity and amounts of all other sources of funding, if any, to complete the Project. If the Trust determines that the Loan Funds have been spent on goods and/or services not included in the Project budget, the Trust may withhold additional payments until detailed invoices are presented for review and approval by the Trust.
5. Payments. The Trust shall not disburse any Loan Funds for the construction of the Project until the Grantee has fee title to the portion of the Property comprising Phase 4 and has entered into a ninety-nine (99) year Ground Lease to the portion of the Property comprising Phase 3 and the Deed to Phase 4, a Notice of Lease for Phase 3, and a Mortgage to the Trust are filed with the Nantucket Registry District of the Land Court. Notwithstanding anything herein to the contrary, if the actual total cost of the Project is more than the Loan Funds (the difference between the two amounts referred to hereinafter as the "Excess"), the Trust shall have no obligation to pay the Excess. The Grantee is obligated to perform the work in a good and workmanlike manner and in compliance with the approved plans and specifications for the Project. The Loan Funds shall be disbursed to Grantee as follows:

- a) Two Million Three Hundred Eighty Thousand and 00/100 (\$2,380,000.00) Dollars shall be disbursed upon approval of the Title Insurance Commitment and at such time as Grantee shall record, or cause to be recorded, the Mortgage and Security Agreement with the Nantucket Registry District of the Land Court and shall deliver a Lender's Title Insurance Policy to the Trust in the insured amount of up to \$5,950,000.00;
 - b) One Million Two Hundred Thousand and 00/100 (\$1,200,000.00) Dollars shall be disbursed on November 7, 2022;
 - c) One Million Two Hundred Thousand and 00/100 (\$1,200,000.00) Dollars shall be disbursed on December 7, 2022; and
 - d) One Million One Hundred Seventy Thousand and 00/100 (\$1,170,000.00) Dollars shall be disbursed on December 30, 2022, subject to the Grantee's delivery to the Town of copies of the signed building permits for the forty-eight (48) units in the Project
6. Liability of the Trust. The Trust's liability hereunder shall be to make the payments specified in Section 1 of this Agreement, provided that the conditions set forth in Sections 2 and 5 have been satisfied by Grantee, and the Trust shall be under no further obligation or liability. Nothing in this Agreement shall be construed to render the Trust or any elected or appointed official or employee of the Trust, or their successors in office, personally liable for any obligation under this Agreement.
7. Indemnification. Grantee shall indemnify, defend, and hold the Trust and its officers, employees, servants and agents harmless from and against any and all claims, demands, liabilities, actions, causes of actions, costs and expenses, including attorneys' fees, arising out of or relating to Grantee's performance of the Project, the condition of the Property, or the negligence or misconduct of Grantee or Grantee's agents or employees.
8. Reports; Inspection. Grantee shall provide the Trust with progress reports during the construction period at three (3)-month intervals beginning sixty (60) days from the Effective Date, for so long as the Loan Funds remain unexpended, and with final notification within thirty (30) days after the completion of the Project. The Trust shall have the right, upon reasonable request, to inspect the work of Grantee upon reasonable advance notice and in the presence of an agent of Grantee, including the right to enter the Property.
9. Public Records; Loan Documents. All documents relating to the Project, including, but not limited to, photographs, videos, etc., submitted to the Trust shall become the property of the Town and shall be available for use by the Trust and available by the public under the Massachusetts Public Records Law. The Loan Documents consist of this Agreement, the Proposal, the Note, the Mortgage, and all documents attached thereto, the Regulatory Agreement, and all plans and specifications approved for the Project. The Loan Documents

and the Memorandum of Understanding constitute the entire agreement between the parties concerning the Project.

10. Record Keeping. Grantee agrees to keep, for a period of six (6) years after construction of the Project is completed, such records with respect to the utilization and the proceeds of this Agreement as are kept in the normal course of business and such additional records as may be required by the Trust. Grantee further agrees to make these records available to the Trust upon written request.
11. Assignment or Transfer of Property. (a) This Agreement, the Loan Documents, and each and every document evidencing the Trust's security interest in the Property may not be sold, assigned, conveyed, and otherwise transferred by Grantee, without the Trust's prior written consent subject, however, to the limitations or restrictions contained in the Regulatory Agreement. In no event shall the Grantee sell, transfer, convey or otherwise dispose of the Property and/or the Units to anyone other than to a successor developer or Project Sponsor approved by DHCD and the Town, or to an eligible household for rent. The Grantee shall not encumber the Property or any part thereof other than by a grant of a First Mortgage, a Notice of Contract with a general contractor constructing the Project, one or more residential leases, or customary and reasonable utility easements, except with the prior written consent of the Trust, which consent shall not be unreasonably withheld, conditioned, or delayed. With the exception of a sale of the majority (or controlling interest) of the beneficial interest of the Grantee, the sale, transfer, assignment, or other grant or conveyance of an equity ownership interest in the Grantee shall not be considered a sale, transfer, or assignment requiring consent of the Trust.

(b) Transfer or Assignments to Control Entity. Notwithstanding the foregoing subparagraph (a) or anything contained herein or in the Loan Documents to the contrary, provided no Event of Default has occurred and is continuing, this Agreement, the Note, the Loan Documents, and each and every document evidencing the Trust's security interest in the Property shall be fully transferable upon Grantee's sale of the Project, in whole or in part, without the prior written consent of the Trust if the purchaser or assignee is an entity that the Grantee controls, that is under common control with Grantee or that controls the Grantee (in the alternative, a "Control Entity"), provided that: (i) the Grantee sends written notice to the Trust at least thirty (30) days prior to any such transfer, notifying the Trust of the transferee's name and evidence of the control relationship; and (ii) any such Control Entity transferee shall enter into an Assumption Agreement, reasonably acceptable to the Trust, expressly agreeing to perform all of the Grantee's obligations under these Loan Documents. However, in the event of a sale, transfer, or assignment of the controlling interest of the beneficial interest of the Grantee, then such a sale, transfer, or assignment shall require the prior written consent of the Trust.

(c) Transfer or Assignments to Eligible Transferee. Provided no Event of Default has occurred and is continuing, the Grantee shall have the right to transfer or assign its right, title, and interest in the Property, this Agreement, and the Loan Documents to a party other than a Control Entity upon Grantee's sale of the Project (in whole or in part), with the consent of the

Trust which shall not be unreasonably withheld provided they qualify as an “Eligible Transferee” as defined below.. The Grantee shall send written notice to the Trust at least sixty (60) days prior to any such transfer or assignment, notifying the Trust of the buyer’s names and evidence that such transferee is an “Eligible Transferee” and provides copies of their financial statements certified by an certified accountant or auditor. For purposes of this Agreement, an “Eligible Transferee” shall be defined as an individual(s) or entity which meets the following qualifications: (i) the purchaser is approved by DHCD pursuant to the Regulatory Agreement; (ii) the purchaser (or its principals or affiliates serving as Project Sponsor) has demonstrable experience in the operation and management of affordable rental housing of not less than 100 cumulative units in the Commonwealth of Massachusetts or other state or jurisdiction having programs reasonably similar to those administered under MGL c. 40B; (iii) the purchaser (or its principals or affiliates serving as Project Sponsor) has an evidenced net worth of not less than twenty million (\$20,000,000) dollars; (iv) the purchaser produces a binding loan commitment from an institutional lender doing business in the Commonwealth of Massachusetts for the purchase money proceeds necessary to acquire the Property / Project; (v) the purchaser is itself or has engaged a professional property management firm that has experience managing large, mixed income, and affordable properties; and (vi) the purchaser executes an assignment and assumption agreement reasonably acceptable to counsel to the Trust binding the purchaser to the terms of the Loan Documents. In the event that the buyer or assignee is deemed to be an Eligible Transferee, then they shall also deposit an amount equal to one (1) years’ debt service on the Note into a separate account to be held by the Town for purposes of payment to the Trust of unpaid debt service by the Eligible Transferee if there is a default in the payment of the Note, which shall be replenished annually in the event that the Eligible Transferee has withdrawn funds from the reserve account for payment of its debt service to the Trust. The financing and refinancing of the Property by the Grantee shall not be considered a sale, transfer, assignment, or other conveyance requiring consent from the Trust.

12. Termination. In the event Grantee fails to fulfill all obligations under the terms of this Agreement, as determined by the Trust, and such failure is not cured within forty-five (45) days after the Trust has given written notice to Grantee specifying such failure, the Trust shall have the right, in its sole discretion, to terminate this Agreement upon written notice to Grantee. Upon receipt of said termination notice, Grantee shall cease to incur additional expenses in connection with this Agreement. Upon termination, and subject to the Loan Documents, the Trust shall be free to pursue any available rights or remedies, including without limitation, recapture of Loan Funds as set forth in Section 13 below. Upon the expiration or earlier termination of this Agreement, all rights and obligations of the parties hereunder shall expire and be of no further force and effect, except that the provisions of Sections 2, 6, 7, 10, 12, 13, and 18 shall survive said expiration or earlier termination.
13. Return of Funds. In the event Grantee fails to fulfill all obligations under the terms of this Agreement and this Agreement is terminated pursuant to Section 12, any Grant Funds or Loan Funds granted to Grantee under this Agreement and not yet expended shall be returned forthwith to the Trust without further expenditure thereof. If Grantee fails to fulfill its

obligations under the terms of this Agreement as a result of negligent or intentional acts or omissions of Grantee or its agents, employees, contractors or invitees, Grantee shall be liable to repay to the Trust the entire amount of the Grant Funds and Loan Funds provided under this Agreement, and the Trust may take such steps as are necessary, including legal action, to recover such funds. Any Grant Funds or Loan Funds so returned or recovered shall be placed in the Trust's account. In the event that the Trust takes legal action under this Agreement, Grantee shall pay any and all costs, including reasonable attorneys' fees, expended for the enforcement of this Agreement.

14. Compliance with Laws. Grantee shall comply with all Federal, State and local laws, rules, regulations and orders applicable to the Project, such provisions being incorporated herein by reference, and shall be responsible for obtaining all necessary licenses, permits, and approvals required in connection with the Project. No local permit or license is waived by the award of this grant.
15. Notice. Any and all notices, or other communications required or permitted under this Agreement, shall be in writing and delivered by hand or mailed postage prepaid, return receipt requested, by registered or certified mail or by other reputable delivery service, to the parties at the addresses set forth on Page 1 or furnished from time to time in writing hereafter by one party to the other party. Any such notice or correspondence shall be deemed given when so delivered by hand, if mailed, when deposited with the U.S. Postal Service or, if sent by private overnight or other delivery service, when deposited with such delivery service.
16. Severability. If any term or condition of this Agreement or any application thereof shall to any extent be held invalid, illegal or unenforceable by the court of competent jurisdiction, the validity, legality, and enforceability of the remaining terms and conditions of this Grant Agreement shall not be deemed affected thereby unless one or both parties would be substantially or materially prejudiced.
17. Governing Law. This Agreement shall be governed by, construed and enforced in accordance with the laws of the Commonwealth of Massachusetts and Grantee submits to the jurisdiction of any of its appropriate courts for the adjudication of disputes arising out of this Grant Agreement.
18. First Mortgage Requirements. Grantee and every successor and assignee of Grantee permitted hereunder, shall have the right, without Trust's consent, from time to time, to mortgage and refinance its interest in this Property and the Project, or any part or parts thereof, without limitation as to amount of the mortgage and what the mortgage secures, under the first mortgage on the Property, or a refinanced First Mortgage (each a "First Mortgage"), and the right to assign unconditionally, collaterally or otherwise, the Property, the Project, all leases, and any other collateral security owned by Grantee or in which Grantee may have an interest for such First Mortgage, provided that Grantee may not use the proceeds of the refinanced First Mortgage to pay off or make a partial repayment of any loans subordinate to the Trust's Mortgage or to make a distribution to any beneficial owner of Grantee without the Trust's

consent if the Grantee shall not be current in its repayments under the Note. All proceeds of any First Mortgage shall belong to Grantee.

For the purposes of this Agreement, and all related Loan Documents, the term "First Mortgage" shall include (without implied limitation) mortgages, deeds of trust, assignments of leases and rents, and all similar instruments, as well as security interests, including (without implied limitation) security interests in personal property, and pledges and assignments of the Grantee's interest in the Property and the Project, and modifications, replacements, and consolidations of any of the foregoing, and the term "Property and Project" shall include, but not be limited to, the Property and all improvements, fixtures, and equipment thereon for these purposes.

Until the Maturity Date, as that term is defined in the Promissory Note, and any extension thereof, the following shall apply in connection with First Mortgages:

- (a) The Trust or any successor Holder of the Loan shall, upon serving Grantee with any notice of default, simultaneously serve a copy of such notice upon a First Mortgagee of record, to the name and address of such First Mortgagee provided by Grantee. The First Mortgagee shall thereupon have the right to remedy or cause to be remedied the defaults complained of pursuant to the terms and conditions, and within the timeframes provided in this Agreement or such other discrete instrument of the Loan Documents under which the default shall arise (time being of the essence), including reimbursement to Trust for any costs or expenses incurred if payable by Grantee under such circumstances, and Trust shall accept such performance by or at the instigation of the First Mortgagee as if the same had been done by Grantee, provided, however, that the First Mortgagee shall never be obligated to do so.
- (b) Trust shall take no action to effect a termination of this Agreement or the Mortgage, to accelerate any payment due under the Promissory Note, or to commence any action in the nature of foreclosure by reason of any default, without first giving to the First Mortgagee a reasonable time within which either (i) to cure such default, in the case of a default which can be cured by the First Mortgagee without the commencement of foreclosure proceedings or obtaining possession of the Property; or (ii) in the case of a default which cannot be cured unless and until the First Mortgagee has obtained possession of the Property, to obtain possession of the Property (including possession by a receiver), and thereafter to cure such default; or (iii) to institute foreclosure proceedings, as expeditiously as is reasonable and prudent under the circumstances, subject to such delays as are beyond the First Mortgagee's reasonable control, and thereafter to cure such default; provided, however, that (x) in the case of a default in the payment of money, a reasonable time to cure the same shall be thirty (30) days following receipt of notice of the expiration of the grace period for Grantee, without cure; (y) the First Mortgagee shall not be required to continue such possession or such foreclosure proceedings

which may theretofore have been instituted following a curing of any such default by the Grantee; and (z) nothing herein shall preclude the Trust from exercising any rights or remedies under this Agreement or the other Loan Documents, other than the rights specifically set forth and governed by this Section 18, with respect to any other default by the Grantee during any period of such forbearance. So long as any such default is cured within the time hereinbefore provided the Trust shall not effect a termination of this Agreement or the Mortgage, accelerate any payment due under the Promissory Note, or commence any action in the nature of foreclosure by reason of such default so cured.

- (d) In the event of the termination of this Agreement for any reason whatsoever, including, without limitation, default of Grantee, the Trust shall, except as hereinafter provided, enter into a new agreement with the First Mortgagee or its successors, assigns, grantees, or any nominee for the remainder of the term of the Promissory Note effective as of the date of such termination, upon equivalent terms, covenants, agreements, provisions, and limitations as contained in the Loan Documents, provided, however:
- (i) such First Mortgagee makes written request for such new agreement within thirty (30) days from the date of such termination; and
 - (ii) such First Mortgagee pays or causes to be paid to Trust at the time of the execution and delivery of such new agreement any and all sums which would at the time of the execution and delivery thereof be due under this Agreement or under the Promissory Note but for such termination, and pays or causes to be paid any and all reasonable expenses, including reasonable counsel fees, court costs and costs, and disbursements incurred by the Trust in connection with any such termination; and
 - (iii) such First Mortgagee cures any and all other defaults under this Agreement or any of the Loan Documents reasonably susceptible of being cured (only defaults which can be cured by the expenditure of money being deemed reasonably susceptible of being so cured).

The First Mortgagee, and its successors, assigns, grantees, and any nominee thereof shall have the same rights, title, and interest in and to the Property and the Project as Grantee. If the First Mortgagee succeeds to Grantee's interest in any of the Loan Documents, its liability extends only so long as it is the holder of the Grantee's interest thereunder, and it shall be released of all further liability from and after the date of any assignment of such interest.

- (e) The Trust agrees that the name of the First Mortgagee may be added to the "Loss Payable Endorsement" of any and all insurance policies required to be carried by

Grantee under the Loan Documents. The proceeds from any insurance policies are to be held by any First Mortgagee and distributed pursuant to the provisions of its First Mortgage.

- (f) The Trust agrees, within fourteen (14) days of its receipt, to execute, acknowledge and deliver any agreements modifying this Agreement requested by any First Mortgagee, provided that such modification does not decrease Grantee's obligations pursuant to the Loan Documents or its repayment obligations arising under the Promissory Note.
- (g) The Trust agrees that the First Mortgage lien upon the Property and the Project shall at all times have priority in interest as an encumbrance thereon over the Trust's interest, and the Trust's Mortgage shall at all times be subordinate to the interest and lien of the First Mortgagee as if the First Mortgage were granted prior to the creation of the Trust's mortgage interest in the Property. Accordingly, the Trust (any successor Holder to the Trust) shall, upon request, execute, acknowledge and deliver to Grantee and to the First Mortgagee, such reasonable documents requested by Grantee or any First Mortgagee from time to time, including without limitation, an estoppel certificate concerning the status of Grantee's performance of obligations arising under the Loan Documents, including specifically (but without implied limitation) a statement that Grantee is not in default of any payment obligation, and one or more subordination agreements evidencing the priority of the First Mortgagee's right, title, and interest in the Property as superior or senior to the Trust's interests, all in such forms as are mutually satisfactory to such First Mortgagee, Grantee and the Trust.
- (h) The failure by any such First Mortgagee to exercise the right under any provision of this Agreement shall not be deemed a waiver of its right under any other provision hereof.

The Trust shall, upon request of Grantee or any First Mortgagee, execute, acknowledge, seal, and deliver any and all of the instruments to be executed by it, necessary or required to effectuate the provisions of this Section 18 in a form reasonably acceptable to the Trust. If the Trust or any successor Holder of the Loan Documents cannot be identified with reasonable diligence or is unknown to the Grantee or any First Mortgagee, then such request of Grantee or any First Mortgagee shall be considered constructively granted in the affirmative after thirty (30) days' time and the Trust's interest in the Property shall be, and hereby is, automatically subordinated to the First Mortgage without the requirement of any further act or writing.

19. Recourse Restrictions. Prior to the Maturity Date of the Note, the Loan Documents and the Mortgage and Security Agreement shall be non-recourse to the Grantee, the Property, and the interest of the First Mortgagee, for the Grantee's non-payment of the Note and any other amounts due to the Trust pursuant to the Note and Loan Documents, except for any default caused by the Grantee's gross negligence or intentional misconduct. Notwithstanding the foregoing, the Trust

may at any time during the term of the Note and the Mortgage bring or participate in any suit, claims, or actions against the Grantee to enforce the provision of the Regulatory Agreement concerning eligibility for certification of the Units on the SHI and the enforcement of the priority and continued existence of the Affordable Housing Restriction. In the event of non-payment of the Note, the Trust's remedy, prior to the Maturity Date, except as caused by the Grantee's gross negligence or intentional misconduct, shall be a payment by the Grantee from the available income, if any, generated by the Grantee's operation of the Property, as demonstrated by the Grantee's audited or certified financial statements, after Borrower's payment of (i) operating expenses necessary to operate the Property in accordance with Grantee's operating budget including, but not limited to, real estate taxes, insurance premiums, property management fees, development fees, accounting, bookkeeping, and tax preparation costs, utilities, repairs, maintenance, advertising expenses, monitoring agent fees, lottery expenses, and reserves for working capital and payment of contingent liabilities; and (2) all amounts due and payable to the First Mortgagee. If available cash after payment of aforementioned exclusions is insufficient to pay annual debt service due and payable to the Trust pursuant to the Note, then interest on the Loan shall continue to accrue at the rate set forth therein, provided, however, that Grantee's payment obligations shall forebear until available cash is sufficient to repay the unpaid debt service (plus all accrued interest as of the date of repayment) together with any other payment currently due and payable to the Trust. In addition to the Loan Documents, Grantee has entered into a certain Debt Subordination Agreement with the Trust, of even date herewith, wherein the Grantee covenants not to make distributions, payments, repayments, or other remunerations (excepting specifically annual estimated federal, state, and local income tax distributions for items of partnership taxation) to individuals or other legal entities holding any equity or other beneficial ownership interest in the Grantee for the duration of time that any non-payment default is outstanding and uncured under the Note or the Loan Documents.

[Signature Page(s) to Follow]

IN WITNESS WHEREOF, the parties hereto have executed this Grant and Loan Agreement on the day and year first written above.

GRANTOR / TRUST:

GRANTEE:

TOWN OF NANTUCKET
AFFORDABLE HOUSING TRUST
FUND

RICHMOND MEADOWS TWO P3P4, LLC

By its Board of Trustees

By: _____

Name: Philip Pastan, its Manager

DRAFT

PROMISSORY NOTE

\$5,950,000.00

October ____, 2022

FOR VALUE RECEIVED, the undersigned, **Richmond Meadows Two P3P4, LLC** (“Borrower”), a Massachusetts limited liability company, having a mailing address C/O The Richmond Company, Inc., 23 Concord Street, Wilmington, Massachusetts 01887, promises to pay to the order of the **Town of Nantucket Affordable Housing Trust Fund**, a municipal affordable housing trust duly established under Chapter 44, Section 55C of the General Laws under a Declaration of Trust dated February 8, 2010, recorded with Nantucket County Registry of Deeds in Book 1221, Page 20, as amended by First Amendment to Declaration of Trust dated September 15, 2014, recorded with said Deeds in Book 1452, Page 272 (the “Trust”), having its usual place of business at 2 Fairgrounds Road, Nantucket, Massachusetts 02554, or at such other place as Borrower and the Trust may from time to time designate in writing, the principal sum of Five Million Nine Hundred Fifty Thousand and 00/100 Dollars (\$5,950,000.00) (the “Loan”), with interest thereon as set forth herein. Payments of interest only shall be due and payable in accordance with the terms of this Note until and including the fifth (5th) anniversary of the Commencement Date (such 5th anniversary being hereinafter referred to as the “Conversion Date”), as that term is hereinafter defined, whereupon amortizing payments of principal and interest shall become due and payable as hereinafter set forth. Interest payable on the Loan shall be calculated on the basis of a 360-day year and the actual number of days elapsed, shall be accrued, and be non-compounding.

The indebtedness evidenced by this Note is secured by a Mortgage and Security Agreement of even date herewith, on 1, 2, 3, 4 and 5 Violet Place and on the ground lease of 47 and 49 Beach Grass Road, in Nantucket, Massachusetts as more particularly described in the Mortgage of even date herewith and duly filed or to be filed with the Nantucket County Registry District of the Land Court (together, the “Mortgage”). As used herein, the “Property” shall mean the land with the buildings and other improvements situated or to be situated thereon.

1. Said Mortgage and Note are to secure Borrower’s performance of and compliance with the terms and conditions of (a) a certain Grant and Loan Agreement by and between Borrower and the Trust (the “Grant and Loan Agreement”), incorporated herein by reference, whereby the Trust is loaning the Borrower \$5,950,000.00 (the “Loan Funds”) of which \$2,380,000.00 (the “Grant Funds”) will be converted into a grant and credited to the balance of the loan amount at such time as the municipality (i.e., the Town) may request that the Department of Housing and Community Development (“DHCD”) certify its compliance with its approved Housing Production Plan in an amount equal to its 0.50% production goal for the calendar year 2022 in accordance with 760 CMR 56.03 (4) (f), and so long as the Units are so eligible prior to the date and time a Developer (as that term is defined in 760 CMR 56.02) shall actually deliver a completed Application for Comprehensive Permit made pursuant to MGL c. 40B, §§ 20-23, and 760 CMR 56.00 to the Town Clerk and the Zoning Board of Appeals. The Borrower shall repay the Loan Funds at the rate of interest of four and eighty-six hundredths percent (4.86%) per annum. The Loan Funds shall be used for purposes of constructing forty-eight (48) units of mixed income (including low and moderate income) housing on the Property,

of which Borrower has agreed to rent six (6) units to income eligible households earning less than seventy percent (70%) of the Area Median Income (the “AMI” as determined by the United States Department of Housing and Urban Development (“HUD”)), six (6) units to eligible households earning less than eighty percent (80%) AMI, six (6) units to eligible households earning less than one hundred ten percent (110%) AMI, and six (6) units to eligible households earning less than one hundred twenty percent (120%) AMI, each subject to an affordable housing restriction in perpetuity to be held by the Town of Nantucket and DHCD (the “Restriction”). All of the units on the Property shall be eligible for the Town of Nantucket’s SHI.

2. This Note shall accrue interest at the per annum rate set forth above beginning on the date of the issuance of the final certificate of occupancy on the Property (the “Commencement Date”) until fifty (50) years from the date when Borrower’s first payment is due hereunder, which date shall be the maturity date of this Note (the “Maturity Date”). Beginning on the first anniversary of the Commencement Date and until the Conversion Date (the “Interest Only Period”) Borrower shall make annual payments to the Trust of interest only, in arrears, not later than the fifth (5th) day following each anniversary of the Commencement Date during the Interest Only Period. Beginning on the first anniversary of the Conversion Date and annually thereafter until the Maturity Date (each a “Payment Date”), Borrower shall make annual payments to the Trust of principal and interest amortized to repay the Loan Funds plus accrued and unpaid interest, within forty-five (45) years from the Conversion Date. The Loan plus all accrued and unpaid interest shall be due and payable and repaid in full on or before the Maturity Date. This Note may be prepaid in whole or in part, without any discount, penalty, or other charge, at any time (or times), provided that no such prepayment shall affect the obligations of the Borrower to construct all forty-eight (48) units on the Property.

For the avoidance of doubt, if at any time the Units become ineligible for certification on the SHI following their initial eligibility then the Grant Funds shall convert to Loan Funds or be repayable to the Trust as a portion of the Loan, provided, however, such event shall not otherwise limit or prohibit the Trust’s recourse hereunder or under the Loan Documents.

3. The then-outstanding principal balance hereunder, and any interest accrued thereon, together with all other amounts payable to the Trust hereunder, and under the Mortgage (or the full amount of the Loan, as set forth herein) shall, at the option of the Trust, become and be due and payable immediately upon the occurrence of an Event of Default, as set forth more particularly herein, the Grant and Loan Agreement, and the Mortgage.

4. It shall be an “Event of Default” if:

(a) Except as permitted by the Grant and Loan Agreement, Borrower sells or transfers the Property and or the Units to anyone other than an eligible household for rent, or encumbers the Property or any part thereof other than a First Mortgage, as defined in the Grant and Loan Agreement, unless with the prior written approval of the Trust which may be withheld in its sole and absolute discretion;

(b) Borrower materially defaults on any of its obligations under this Note, the Mortgage, or the Grant and Loan Agreement beyond any applicable period of notice and cure;

(c) Borrower fails to substantially comply with the terms and conditions of the affordable housing restriction; or

(d) the filing of any petition under any federal or state bankruptcy statute, or the application for the appointment of a receiver or an assignment for the benefit of creditors of the undersigned, and the same is not cured within thirty (30) days from written notice from the Trust thereof.

Notwithstanding anything contained herein to the contrary:

(x) The Trust's recourse or other remedial rights under this Section 4 or elsewhere in this Note are expressly made subject to the Recourse Restrictions in Section 19 of the Grant and Loan Agreement; and

(y) upon receipt of notice from the Trust of an Event of Default, including but not limited to any payment default, the Trust or such other Holder of this Note shall not exercise any remedy under this Note or take or initiate any remedial act available either at law or in equity until a period of fifteen (15) calendar days has elapsed and Borrower shall have failed to cure or remove the cause of the Event of Default. In addition, Borrower may, if it requests the same in writing within fifteen (15) days from the date of said notice of default, request the Trust to hold a hearing to review the reasons for Borrower's noncompliance, with Borrower having the opportunity to be heard. Notwithstanding any provision contained herein or in any of the Loan Documents to the contrary, if at any time (and from time to time) prior to the Maturity Date Borrower shall obtain a First Mortgage, the Holder shall provide any written notice of default simultaneously to Borrower's first mortgagee of record, and Borrower's first mortgagee shall have a period (but shall not be obligated to) of thirty (30) calendar days to effectuate a cure or to otherwise remove the cause of the Event of Default so described in Holder's written notice. Without limiting any other rights or remedies of the first mortgagee holding the First Mortgage, the Trust or such other, or successive Holder of this Note shall, and hereby agrees to, accept the performance of first mortgagee holding the First Mortgage in order to vacate or remove the cause of the Event of Default, including (but without implied limitation) in the event the first mortgagee holding the First Mortgage shall become a mortgagee-in-possession of the Property or in the event of any foreclosure or deed-in-lieu thereof.

5. In the event the Grant and Loan Agreement is terminated, any Loan Funds granted to Borrower that have not been expended by Borrower shall be returned to the Trust forthwith without further expenditure of such funds, unless the Grant and Loan Agreement is terminated as a result of negligence or intentional acts or omissions of Borrower, in which event Borrower shall repay the Trust the full amount of Loan Funds paid to Borrower.

6. Any notice to Borrower provide for in this Note shall be given by mailing such notice by certified mail, return receipt requested, addressed to Borrower at the property address stated above, or to such other address as Borrower may designate by notice to the Holder. Any

notice to the Holder shall be given by mailing such notice by certified mail, return receipt requested to the Holder at the address stated in the first paragraph of this Note, or at such other address as may have been designated by notice to Borrower. If at any time (and from time to time) the Property shall be subject to a First Mortgage, then Holder shall simultaneously provide a copy of its written notice by the same means as given to Borrower, whether permissive or required hereunder, to Borrower's first mortgage lender at the address provided by Borrower to the Trust for the first mortgagee in the First Mortgage of record.

7. Borrower shall pay on demand all costs and expenses, including costs of collection and attorneys' fees, incurred or expended by the Trust for the collection of this Note upon an Event of Default. All payments received by the Trust are to be applied first to costs and expenses accrued and unpaid, with the balance to principal. Borrower acknowledges that the Loan evidenced by this Note is transferable only in accordance with the Grant and Loan Agreement.

8. No exercise of any remedy hereunder or under the Mortgage shall preclude any other or future exercises thereof. No delay or omission on the part of the Holder in exercising any right hereunder shall operate as a waiver of such right or of any other right under this Note. Waiver on any one occasion shall not be construed as a bar to or waiver of any such right and/or remedy on any future occasion. The Holder hereof shall have the right after default (and after any applicable notice or cure periods) to proceed directly against Borrower and/or against any portion of the security held therefor in such manner as the Holder may determine.

9. As it is herein used, the term "Holder" shall mean the payee or other endorsee of this Note, who is in possession of it, or the bearer hereof, if this Note is at the time payable to the bearer. The Holder shall at all times be subject to the terms and conditions of each and all of the Loan Documents including, but not limited, rights and remedies of the first mortgagee holding the First Mortgage. If at any time prior to the Maturity Date the Trust is not the Holder, then the Trust shall provide written notice to Borrower and its first mortgage lender of its grant, transfer, or assignment (whether voluntary, involuntary, or as a matter of law) of this Note to the successor Holder which writing shall include, but not be limited to, the name or identity of the person or legal entity becoming successor Holder to the Trust and such person or legal entity's physical address for notice and payments. The provisions of this Note are binding on the heirs, executors, assigns, and successors of each and every party hereof. Notwithstanding the foregoing and except as permitted by the Grant and Loan Agreement, this Note may not be assigned unless with the express written consent of the Holder. Except as otherwise herein defined, capitalized terms used throughout this Note shall have the same meaning given to them in the Grant and Loan Agreement.

10. This Note shall have the effect of an instrument under seal and shall be governed by the laws of The Commonwealth of Massachusetts. If any provision of this Note or the application thereof to any party or circumstance shall, for any reason and to any extent, be invalid or unenforceable, neither the remainder of this Note, nor the application of such provision to any other party or circumstance shall be affected thereby, but rather the same shall be enforced to the maximum extent permitted by law.

Executed under seal this ____ day of October, 2022.

BORROWER:

Richmond Meadows Two P3P4, LLC

By: _____
Philip Pastan, its Manager

DRAFT



Agenda Item Summary

Agenda Item #	VIII. 3.
Date	10/12/2022

Staff

Erika D. Mooney, Operations Administrator

Subject

Tree Removal Denial "Appeal" to Board of Public Works: 14 West Creek Road

Executive Summary

Matthew and Karsten Reinemo, owners of 14 West Creek Road, are "appealing" the August 18, 2022 decision of the Tree Warden and the Tree Advisory Committee denying the removal of two Elm trees at that location. Town Counsel has opined that Select Board, acting as the Board of Public Works, through the authority of Chapter 169 of the Acts of 1965, should hold a hearing to review the Tree Warden/Tree Advisory Committee's decision to deny the request to remove the trees at 14 West Creek Road. The appeal hearing is not a public hearing, does not require advertised notice, sworn testimony, abutter notice, etc. The Reinemos should be allowed to make their case for removal of the trees in question and the Tree Warden, David Champoux, to explain why the trees should stay.

Staff Recommendation

Tree Warden/Tree Advisory Committee voted to deny the removal of the trees based on the determination that the trees in question are Town Trees pursuant to § 132-2 (Town tree designation) of the Code of the Town of Nantucket.

Background/Discussion

Matthew and Karsten Reinemo requested a hearing before the Tree Warden/Tree Advisory Committee to remove two Elm trees at 14 West Creek Road, stating the trees prohibit "any reasonable development of the land" and there is no mention of Town trees in the deed to the property. The Tree Warden/Tree Advisory Committee reviewed the matter at its August 18, 2022 meeting and voted that the tree was a Town Tree pursuant to § 132-2 (Town tree designation) of the Code of the Town of Nantucket and should not be removed. The Reinemos are appealing the denial.

Impact: Environmental ☒ Fiscal ☐ Community ☒ Other ☐

Board/Commission Recommendation

n/a

Public Outreach



The tree hearing held by the Tree Warden/Tree Advisory Committee was publicized for two weeks in the local newspaper and the posting was also affixed to the tree in question.

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

N/A

Attachments

Email thread between Matt Reinemo and the DPW requesting an appeal of the denial

Memo from Tree Advisory Committee, background information, TAC minutes, § 132-2 (Town tree designation) of the Code of the Town of Nantucket; letters of opposition



From: [DPW](#)
To: [Erika Mooney](#)
Cc: [Dave Champoux \(dcland02584@gmail.com\)](mailto:dcland02584@gmail.com)
Subject: FW: Public Tree Hearing
Date: Monday, September 19, 2022 2:10:00 PM
Attachments: [image001.png](#)

Hello Erica,

The email below is a confirmation that Mr. Reinemo wants to appeal the Tree Committee decision on the Elm trees on 14 West Creek Road.

Thanks

Phyllis Ruguaru
Office Manager
Department of Public Works
188 Madaket Road
Nantucket, MA 02554
Ph: (508) 228-7200 ext. 7519
pwrugaru@nantucket-ma.gov

Help me Get Stuff Done!

Use these email tags in the email subject line for faster responses:

[Action required] - information in the email is time-sensitive and action is required.

[FYI] - No action needed at this time, but here's something you should know.

[Question] - Non urgent questions that will allow time for response.



From: Matthew Reinemo <mattreinemo@gmail.com>
Sent: Monday, September 19, 2022 1:43 PM
To: DPW <dpw@nantucket-ma.gov>
Subject: Re: Public Tree Hearing

Yes, please go forward with the appeal.

On Mon, Sep 19, 2022 at 11:15 AM DPW <dpw@nantucket-ma.gov> wrote:

Hello Mr. Reinemo,
I am following up with you regarding the next steps from the public hearing. If you would like to appeal, please email back stating that and this will be put in the hands of the Select Board.

Either way let me know what your decision is.

Thanks

Phyllis Ruguaru
Office Manager

Department of Public Works
[188 Madaket Road](#)
[Nantucket, MA 02554](#)
[Ph: \(508\) 228-7200 ext. 7519](#)
pwruguaru@nantucket-ma.gov

Help me Get Stuff Done!

Use these email tags in the email subject line for faster responses:

- ❖ **[Action required]** - information in the email is time-sensitive and action is required.
- ❖ **[FYI]** - No action needed at this time, but here's something you should know.
- ❖ **[Question]** - Non urgent questions that will allow time for response.



From: Matthew Reinemo <mattreinemo@gmail.com>

Sent: Tuesday, August 16, 2022 7:55 PM

To: DPW <dpw@nantucket-ma.gov>

Subject: Re: Public Tree Hearing

To Whom it May Concern,

In regards to West Creek Road tree hearing, I submit the following:

1. The property is 14 West Creek Road and it is owned by the Hat Creek Cattle Company, Inc., which in turn, is owned by me, Matthew Reinemo.
2. Survey has been provided.
3. Matthew Reinemo and Karsten Reinemo will be presenting.
4. Photos of the trees have been provided.
5. Detailed Write-Up

The nature of the problem is that two trees are on the lot and situated in a manner that prohibits any reasonable development of the land. The lot was subdivided in accordance with Planning Board directives, which prohibited access from Pleasant Street and dictated access from West Creek Road. This necessitated an easement across the back of the lot in question to the Sailing Center housing, which is accessed only across this lot. The lot is small to begin with and the only buildable area is where the trees are located.

The Planning Board and the HDC have already approved the building, and in fact insisted that the building be as close to Pleasant Street as possible, with the parking behind, and access from West Creek. The trees make the construction of a reasonable-sized building impossible.

The Tree Committee should grant the request because legally the town does not have any rights to the land or the trees to begin with. I have no reason to doubt that the town planted the trees or maintained the trees.

However, there is a very clear and accepted system of recording various property rights in Massachusetts (and the United States as a whole) and that system was not followed here. When purchasing this property and researching the deed, there is nothing there whatsoever indicating town trees or the town's rights to those trees. The lot was purchased assuming the trees were now our property, which is a reasonable assumption. If the town wished to assert some rights to these trees, it is essential that the proper information be placed on record in the Registry of Deeds. Since no such recording exists, we stringently reject the idea the town has any legal interest in the property or trees.

The cure requested is that the trees be cut down immediately. We will take care of that.

I am certainly not anti-tree and in the interest of the environment and the town, we would consider a donation of some trees that the committee, town or DPW could put to good use elsewhere. We hope for a very speedy

resolution to this matter and thus will consider this gift to facilitate that, regardless of the lack of town rights to the tree.

6. Legal Basis for Request- lacking any information in the deed, the town has no rights to the trees.

7. Acknowledgement that this is or is not a Town Tree

As stated above, I have no reason to doubt that the tree was planted by the town, but we reject entirely the idea that the town has any rights to the trees. To assert that the town does have rights to the trees would be flying in the face of accepted property recording and transfer practices that are absolutely essential to our society.

Thank you very much,

Matt Reinemo

On Wed, Aug 3, 2022 at 12:47 PM DPW <dpw@nantucket-ma.gov> wrote:

Hello,

We are missing a couple more things for the hearing see requested information and what was submit and resend accordingly

1. Name of property owner and location of property
 2. Survey of the property, to include the location of the tree(s) in question
 3. Name of individuals helping in their presentation, if any
 4. Photos of the tree(s)
 5. Detailed write up outlining
 - a. The nature of the problem
 - b. Reasons the Tree Committee should grant the request.
 - c. The nature of the cure requested
6. Legal basis for request
7. Acknowledgement that this is OR is not a "Town Tree"

Thanks

Department of Public Works

[188 Madaket Road](#)

[Nantucket, MA 02554](#)



From: Matthew Reinemo <mattreinemo@gmail.com>

Sent: Tuesday, July 5, 2022 12:01 PM

To: DPW <dpw@nantucket-ma.gov>

Subject: Public Tree Hearing

Good Afternoon,

Please find attached the information we gathered for the Public Tree hearing on July 21st, regarding 14 West Creek Road, owned by the Hat Creek Cattle Company, Inc. Please let me know if you need anything else.



Memo

To: Board of Select Board
From: Tree Advisory Committee
cc: Stephen Arceneaux
Date: September 1, 2022
Re: 14 West Creek Road Elm Trees

Town of Nantucket Tree Advisory Committee had a hearing on August 18, 2022, for two Elm trees at 14 West Creek Road. The official vote of the Tree Advisory Committee was unanimous vote with individual roll call to deny removal. Thus, TAC is notifying the Select Board with this information packet of the Advisory Board's decision.

Below are the major criteria applied by the Tree Advisory Committee in arriving at its determination of our long term vested interest in this Town Tree as follows:

- The tree is along the roadside and Town Counsel advises, under section 132 of the Town Code, if any part of the root system is on Town property, then it is Town property.
- Based on the Town Arborists assessment this tree has been worked on by the Town
- The Tree poses no public safety issue and is healthy, two important considerations the TAC weighs when deciding whether or not to approve removal of a Town tree.
- The Tree Committee agrees that the building plans presented by owner are workable around the trees

Sincerely,

David Champoux, Tree Warden
Town of Nantucket
Tree Advisory Committee

Attached

- Memo referring the matter to the Select Board
- Background on the matter
- TAC minutes regarding tree
- Photos of tree
- MGL that outlines the process, as well as a
- recommendation from the TAC
- Letters of Opposition

PUBLIC TREE HEARING: 14 West Creek Road

1. Name of property owner and location of property – **The property is 14 West Creek Road and it is owned by the Hat Creek Cattle Company, Inc., which in turn, is owned by me, Matthew Reinemo**
2. Survey of the property, to include the location of the tree(s) in question- **Attached**
3. Name of individuals helping in their presentation, if any- **Matthew Reinemo and Karsten Reinemo**
Photos of the tree(s) – **Attached**
4. Detailed write up outlining **The nature of the problem is that two trees are on the lot and situated in a manner that prohibits any reasonable development of the land. The lot was subdivided in accordance with Planning Board directives, which prohibited access from Pleasant Street and dictated access from West Creek Road. This necessitated an easement across the back of the lot in question to the Sailing Center housing, which is accessed only across this lot. The lot is small to begin with and the only buildable area is where the trees are located.**

The Planning Board and the HDC have already approved the building, and in fact insisted that the building be as close to Pleasant Street as possible, with the parking behind, and access from West Creek. The trees make the construction of a reasonable-sized building impossible.

The Tree Committee should grant the request because legally the town does not have any rights to the land or the trees to begin with. I have no reason to doubt that the town planted the trees or maintained the trees. However, there is a very clear and accepted system of recording various property rights in Massachusetts (and the United States as a whole) and that system was not followed here. When purchasing this property and researching the deed, there is nothing there whatsoever indicating town trees or the town's rights to those trees. The lot was purchased assuming the trees were now our property, which is a reasonable assumption. If the town wished to assert some rights to these trees, it is essential that the proper information be placed on record in the Registry of Deeds. Since no such recording exists, we stringently reject the idea the town has any legal interest in the property or trees.

The cure requested is that the trees be cut down immediately. We will take care of that.

I am certainly not anti-tree and in the interest of the environment and the town, we would consider a donation of some trees that the committee, town or DPW could put to good use elsewhere. We hope for a very speedy resolution to this matter and thus will consider this gift to facilitate that, regardless of the lack of town rights to the tree.

5. Legal basis for request- **lacking any information in the deed, the town has no rights to the trees.**
6. Acknowledgement that this is OR is not a "Town Tree" – **As stated above, I have no reason to doubt that the tree was planted by the town, but we reject entirely the idea that the town has any rights to the trees. To assert that the town does have rights to the trees would be flying in the face of accepted property recording and transfer practices that are absolutely essential to our society.**

PUBLIC HEARING

Pursuant to MGL Chapter 87, § 3 and Chapter 132, § 4 of the Town Code, please be advised that the Tree Advisory Committee will hold a public hearing on Thursday, August 18, 2022, at 2:30 PM via ZOOM to consider Removal/Relocation/Replacement of two Town Elm Trees at the following location: 12 West Creek Rd.

TREE ADVISORY COMMITTEE

G03

14 WEST CREEK ROAD

20' GRAVEL DRIVE

ON-SITE DRAINAGE

1
12x20'

2
9x20'

3
9x20'

4
9x20'

5
9x20'

6
9x20'

SLOPE 1:20'

SLOPE 1:20'

5'

ENTRY 1

1st LEVEL
RETAIL
1,000 sf
EMPLOYEE AREA
262 sf
OCCUPANCY
2nd LEVEL
ANCILLARY OFFICE/STORAGE
1,374 sf
OCCUPANCY
FULL BASEMENT
ANCILLARY STORAGE
1,262 sf
OCCUPANCY

12x13'
OPEN TO MEZZANINE

EMPLOYEE
SERVICE AREA

SERVICE
ENTRY 3

2

DOWN
17'

UP
18'

ENTRY 2

FIRST LEVEL PLAN
1,262 sf

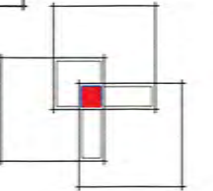
PLEASANT STREET

INTERIOR LOT-LINE 73.70'

SANDCASTLE CONSTRUCTION INC.
ARCHITECTS & BUILDERS

P.O. BOX 2113
NANTUCKET, MA
02584

508.228.8050



PROJECT
REINEMO BUILDING
14 WEST CREEK ROAD
NANTUCKET, MA

COMMERCIAL BUILDING: RETAIL

NOTES
HDC 08-10-2021
CERT. 06-3974

SCI COPYRIGHT 2021
TITLE
1st LEVEL FLOOR
PLAN
AREA / OCCUPANCY
PARKING

DATE
07-07-2021

SCALE
1/4"=1'0"

2







Meeting Minutes

Committee/Board/s	TREE ADVISORY COMMITTEE
Day, Date, and Time	THURSDAY, August 18, 2022, PUBLIC HEARINGS AT 2:30 PM REGULAR MONTHLY MEETING AT 3:00PM
Location / Address	REMOTE PARTICIPATION VIA ZOOM The meeting will be aired at a later time on the Town's Government TV YouTube Channel https://www.youtube.com/channel/UC-sgxA1fdoxteLNzRAUHIxA
Signature of Chair or Authorized Person	DAVID CHAMPOUX, TREE WARDEN/CHAIR
WARNING:	IF THERE IS NO QUORUM OF MEMBERS PRESENT, OR IF MEETING POSTING IS NOT IN COMPLIANCE WITH THE OML STATUTE, NO MEETING MAY BE HELD!

Committee Members Present: David Champoux, Dale Gray, Mike Misurelli, Ben Champoux, John Schichtel.

PUBLIC HEARINGS – 2:30PM

1. **Town Elms on 14 West Creek Rd.– Karsten Reinemo wants to build on the empty lot in front of Community Sailing Building (directly across from the old “Lucky’s”) thus wants to remove the trees and/or move them.**

CALL TO ORDER

David Champoux called the meeting to order at 3:00 pm. He reminded participants that the session was being recorded ([Tree Advisory Committee - 08/18/2022 - YouTube](#)). A rollcall of attendees showed that a quorum existed among the in-person attendees.

Matthew Reinemo: started the meeting by stating that They took it on themselves to ask about the trees, there is nothing on public record indicating the tree is a Town tree and it wasn't listed on the deed. He says he doesn't doubt that the tree is a Town tree, if rights need to be asserted to the trees they need to be indicated on the DEED. They have gone through permitting and planning and every other Town agency, and they have been told that the building needs to be as close as possible to Pleasant Street. There are no more curb cuts allowed. Matthew Reinemo is asking to be able to cut the trees and is offering to get other trees to the town to be planted somewhere else.

David Champoux: questioned if the trees were mapped on plans and Matthew Reinemo answered No and asked why they would be. David Champoux said they are street trees, and they should have been identified. David continued to say that the trees were planted and signed off on and Karsten Reinemo signed off on permission to plant on property with stipulation that these are town trees maintained by the Town. To keep things in the open David stated that there was a tree next door that was cut allowed by the Town on a deal made. David stated that there is no reason to remove the trees. David stated that he is not in favor to remove the tree.

Ben Champoux: He realizes the significant gaps in the tree mapping, but he stated these were obvious. Tree committee is working with Planning to improve these processes. He said there might

be room for negotiations to do something different from the plans since curb cuts are not allowed to co-exist with the trees. He is not in favor for cutting the trees.

Karsten Reinemo: Unfortunately, the plans show that the community sailing lot and their lot was one lot at one time. Planning board dictated how the lot would be laid out they would be no curb cut and the zoning was changed, to be a zero setback. There is no possible way to change the plans. He states there is nothing indicated in the deed there are two trees. Community sailing was allowed to remove a tree and he thinks it is not fair. They don't want to take this to litigation they want to work with the Town to make a better deal.

David Champoux: Nothing can be done about what happened in the past and this Tree committee wants to make things right and can do something about this case and that's why we are having a hearing. David states he talked to Reinemo's architect Rob Newman, and he thinks the plans can be reconfigured to protect the trees with a 12 foot no dig zone. Rob is willing to draw a plan to show that.

Matthew Reinemo: He states that he doesn't see how the tree committee can reasonably say that the plans are workable around the trees. He suggested litigation to plant some trees elsewhere. He stated the legality of these trees is questionable.

David Champoux: Letters have been received showing people are against this. This will go to the Select Board who has the ultimate authority.

Mary Longcare: Mary has submitted a letter against the cutting of the trees. She states the fact that a mistake was made for the Community Sailing does not justify making another mistake for the remaining lot. It was the burden of the purchases of the lot to do the due diligence at the time purchase to see if the lot was suitable for what they intended. The pattern in the town for decades has been clear that when there are trees on the street, you need to find out if they are Town trees and you need to get permission before you harm them. The trees are a public benefit. She is opposed to the removal of the trees.

Hillary Rayport: Wanted to emphasize Mary's comment and agree with it. The trees are visible, and the plot plan was laid out people could see the trees were there and an assumption was made that the trees could be removed which is something everyone know it's not something that can be assumed on Nantucket. One of the reason the building envelope is a problem is because recent town meetings there's been more and more parts of the building removed from counting towards ground cover and setbacks and now, we are able to have steps in setback which allows for larger buildings which allows the buildings to be closer to the trees. The trees were put there intentionally, and we have an eyewitness. Removing the trees is damaging to the community and the building is more valuable with the trees in it. There is a mid-island plan from 2004 and it talks about trees and maintaining a tree canopy. Lots are no longer required to be surveyed by a professional surveyor and this is causing issues, this should have been caught. She feels bad the lot plans were approved and has brought us to this point.

David Champoux: Asked Hillary if she is willing to write a letter to support her statement which Hillary Rayport agreed to.

Mike Misurelli: He echoed Hillary's comments that's he's sorry the Reinemo's are this far in the process, and we are having this hearing. Mike does not support taking the tree down.

David Champoux: Asked for motion to vote and Ben Champoux made a motion for the trees to remain, and it was a unanimous vote to keep the trees by the tree committee.

Matthew Reinemo: Asked the Tree Committee that moving forward if the trees can be noted on the deeds. He hopes that better recording of trees should improve.

REGULAR MONTHLY MEETING – 3:00 PM

I. CALL TO ORDER

David Champoux called the meeting to order at 3:00 pm. He reminded participants that the session was being recorded ([Tree Advisory Committee - 08/18/2022 - YouTube](#)). A rollcall of attendees showed that a quorum existed among the in-person attendees.

III. COMMITTEE ACCEPTANCE OF AGENDA

Motion to approve -All in favor

III. COMMITTEE APPROVAL OF MINUTES

1. Approval of Minutes

a. May 19, 2022

Motion to approve -All in favor

IV. ANNOUNCEMENTS

1. Appreciation to Anne Dokerty and Daniel Weber of 2 Lincoln St., Siasconset who are going to donate two Accolade Elms in replacement of the dead Choke Cherry that Dale Gary will be taking down.

V. PUBLIC COMMENT /DISCUSSION

41 West Chester -Nancy Martin wants to remove the Tree on the corner of W Chester and North Liberty and replace it with a less expansive tree.

David Champoux: David asked if there was someone in attendance in favor of the removal and there was no answer.

He continued to state that the tree is perfectly healthy Silver Linden. It's been there since 1981/82. This was a NHT tree. The Town has since taken over this tree. It has a Town maintenance history. Solution presented by Dale is to Lay down filter fabric to help with the suckering's.

All present voted to keep tree.

VI. CITIZEN/DEPARTMENTAL REQUESTS

None

VII. OLD BUSINESS

- Removing of the dead Maple tree on the Corner of Mill and Pleasant is complete
- Continued discussion of new sewer Force Main & Gravity feed project. All Committee Members received the links to review the project forwarded by David Gray and sent to you via Catherine Hull on Tuesday June 7, 2022.

The tree committee has reviewed the plans for Sewer Force Main & Gravity feed project submitted by Dave Gray and agree David Gray should be invited for the next meeting to answer questions the tree committee might have.

John Schichtel: Suggested bringing in a consultant who can guide the tree committee regarding what other cities are doing.

- Continuation of discussion of the need for DPW purchase of the Stump grinder.
 - Stump Grinder contract is complete for FY23 – Contract#1859 that ends 6/30/23 for \$18,000 Vendor is Path Finder LLC
 - For the purchasing of a Stump Grinder quotes are attached, this purchase is set for FY24 capital details are below

VERMEER CTX1603VP Vermeer - CTX160 Track Mini Skid Steer 40 HP Kohler Tier 4 Final/Stage IIb diesel engine, hydrostatic ground drive, pilot operated ground drive control, operator platform with console cushions, dual fuel tanks, 12-gallon hydraulic tank, flat-faced hydraulic quick disconnects, dual auxiliary hydraulics, loader arms with universal mounting plate, and 12-volt power port: 9" tracks. \$50,999

VIII. NEW BUSINESS

1. Open Forum to bring subjects to light for future discussions
Dale raised a question of the Tree Committee going in front of the BOS to increase fines for damages to Town trees.

IX. STATUS OF ACTION ITEMS

Tree Committee wants to continue with meetings both in person and via zoom

X. ACTION LIST

None

XI. ADJOURNMENT

Motion to adjourn – All in favor

§ 132-2. Town tree designation. [Added 4-13-1998 ATM by Art. 51, approved 7-31-1998]

Any tree will be designated a "Town tree" by meeting any one of the following conditions:

- A. The tree was purchased, or its planting was paid for, by the Town.
- B. The tree stands on or has its trunk partially on Town-owned property.
- C. The tree was donated or otherwise conveyed to the Town.
- D. The tree has been maintained more than once by use of Town funds, equipment or personnel during the last 20 years, with the visits separated by more than one year.
- E. Town trees shall be marked with a medallion, the presence of which shall be conclusive of the status of the tree as a Town tree.

From: ml@marylongacre.com <ml@marylongacre.com>

Sent: Wednesday, August 17, 2022 10:28 PM

To: Stephen Arceneaux <sarceneaux@nantucket-ma.gov>; dcland02584@gmail.com; Richard Moore <rmoore@nantucket-ma.gov>; mike@jm-landscapeservices.com

Subject: Letter of opposition RE tree removal proposed at 12 West Creek Rd

Hi Dave-

As you remember, I was on the Tree Advisory Committee when we bought and planted the elms at what is now 12 & 14 West Creek Rd, must be more than 25 years ago now.

I am adamantly opposed to the removal of the two remaining elm trees on this property. I was shocked that the first one was allowed to be removed, but grudgingly understood the public benefit for Nantucket Community Sailing to build their dorm. However, I thought there was no way the Town would allow the other two trees to be removed.

If the Town allows trees that were planted with future generations in mind to be removed while still young and healthy, what is the point in planting them at all? I did not devote my time, energy, and fundraising for the Tree Advisory Committee to plant temporary trees. I am filled with pride every time I go past one of the trees that were planted in the 1990's when I served on the Committee. It is wonderful to see the canopy we imagined decades ago coming into being. In addition, these trees were planted to sustain Nantucket's abundance of elms, as we are slowly losing the 19th century plantings. Removing the replacements is untenable.

I hope the Tree Advisory Committee will unequivocally deny the petition for removal, and further order the trees to be protected from damage during any construction activities.

I will plan to attend the public hearing via Zoom on the 18th.

Mary Longacre
202-415-7843 cell

**Hillary Hedges Rayport
89 Main Street
Nantucket, MA 02554**

August 30, 2022

Mr. David Champoux
Tree Warden
Town of Nantucket

Dear Mr. Champoux:

I'm writing to support protecting and retaining, in their current location, the two elm trees at the corner of Pleasant Street and West Creek. These two majestic Town trees are flourishing and maturing, and enhance the beauty and enjoyment of the mid-island neighborhood.

Keeping these trees where they are is consistent with the goals of the Mid-Island Area Plan, approved by the NP&EDC in 2003. The document calls for adding more "vertical" green space by planting trees. Overall, the plan advises developing a Mid-Island inspired by our charming downtown: with clusters of mixed-use buildings, shared parking, and networks of shady sidewalks.

The plan says to avoid inefficient "suburban patterns of development" where asphalt and cars, not buildings and trees, dominate the landscape. When these trees were planted, the Mid Island plan was to reduce parking requirements on lots and introduce shared and on street parking, bike paths, and transit.

Sadly, that vision has been stymied by short-term planning and now this building is on a collision course with these trees. Please protect the trees and encourage the developer and the ZBA to work something out, so we have a leafy Mid-Island downtown. The value of these maturing trees, so far along towards being mighty elms, cannot be replaced by planting saplings. The lot, and our island, will be more valuable with the benefit of shade trees and a thriving, walkable mid-island.

Sincerely,

A handwritten signature in cursive script that reads "Hillary Rayport". The signature is written in dark ink and is positioned below the word "Sincerely,".

Hillary H. Rayport

Surfside Area Water & Transportation Enhancements

Update to Select Board

October 12, 2022



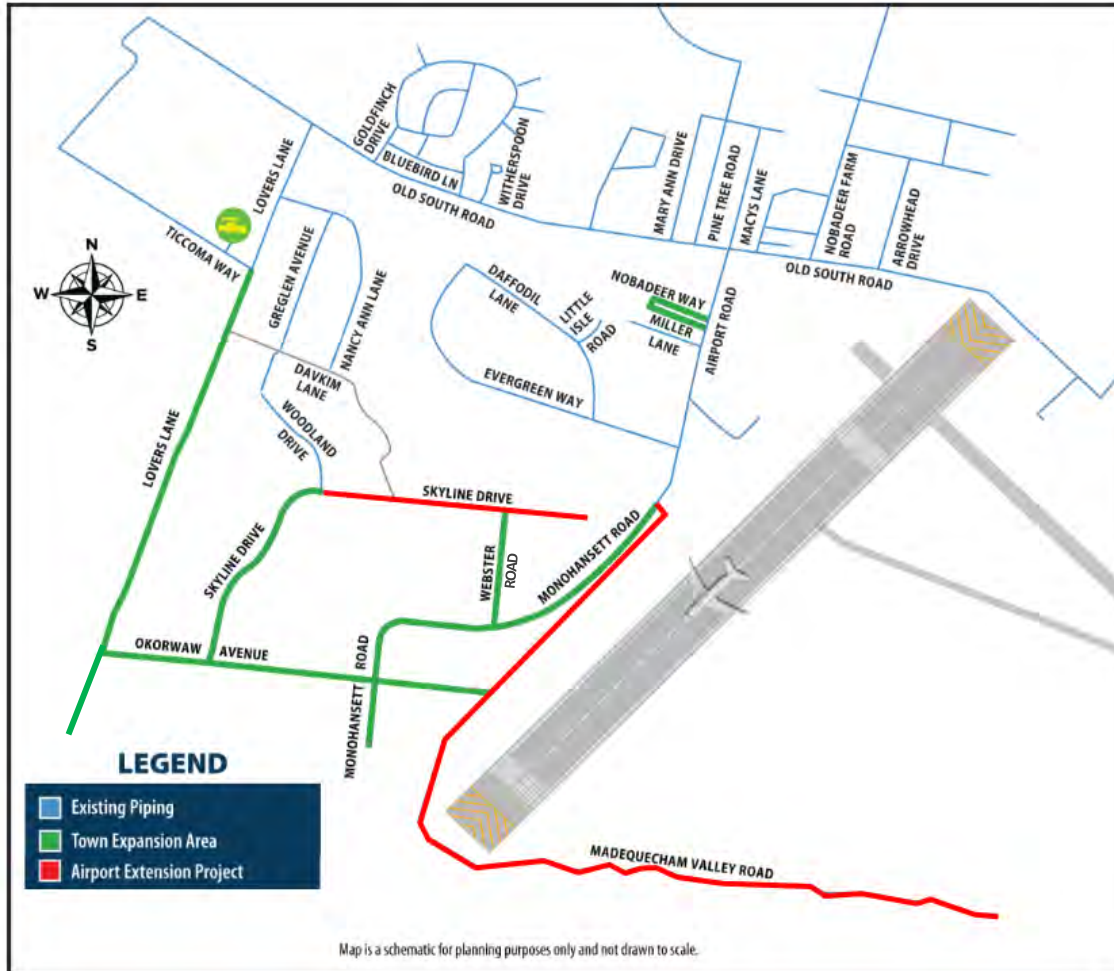
**CDM
Smith**

GPI

Agenda

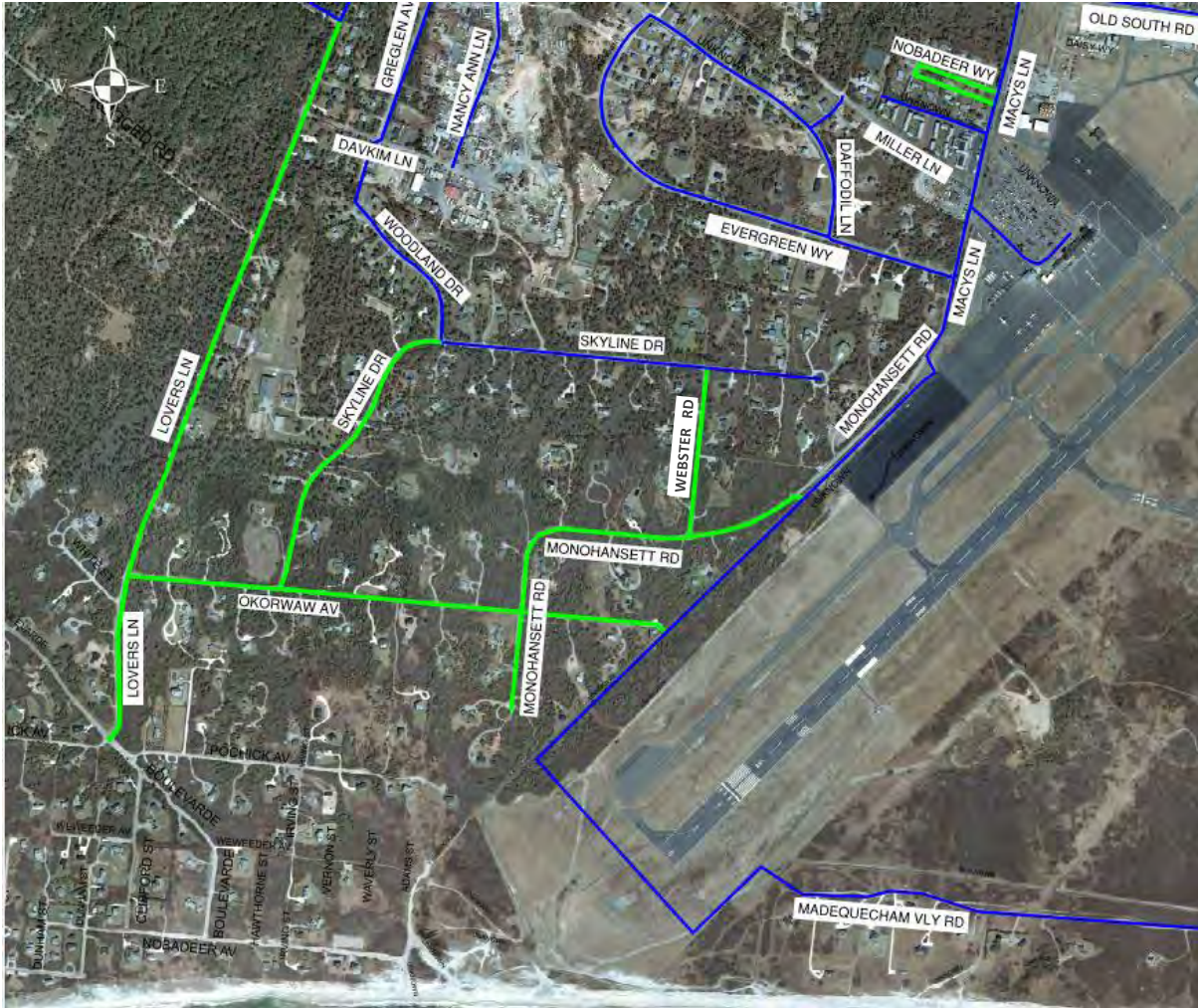
- Overview
- Water System Expansion Update – CDM Smith
 - Scope, Schedule & Status
- Transportation Projects Update - GPI
 - Scope, Schedule & Status
- Project Coordination
- Q & A

Water System Expansion - Project Objective



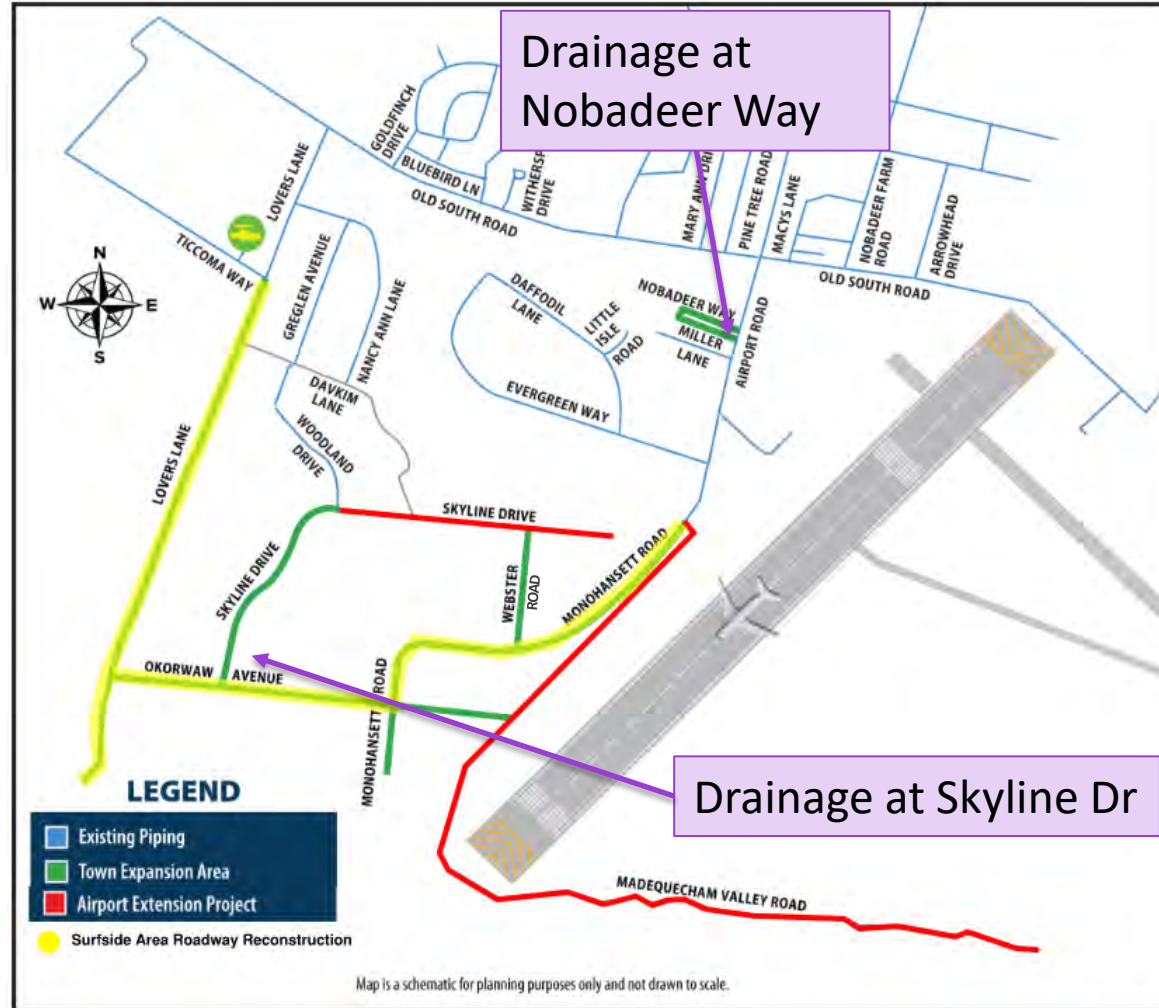
- Provide water service to residents with domestic wells impacted by PFAS, west of the airport
- 2021 Airport water system extension - water main shown in **red**
- Town water system expansion – proposed water mains shown in **green**
 - Confirmed by CDM Smith 2022 Water Modeling Report

Water System Expansion - Project Overview



- 15,200 linear feet of water main, 90 services, 20 hydrants
- Project funded by Massachusetts Drinking Water State Revolving Fund (SRF) Program
 - \$7.8 Million funding
 - 0% interest rate loan
 - Potential principal forgiveness

Town Coordination – Paving and Drainage



- Water Main Expansion includes coordination with the Town's design projects for Surfside Area Roadway Reconstruction
 - Lovers Lane, Okorwaw Avenue & Monohansett Road
- Water Main Expansion includes limited drainage improvements
- Water Main Expansion includes roadway restoration
- Town to obtain permanent easements for water main on private roads
 - Skyline Drive, Webster Road, Monohansett Road Extension & Okorwaw Avenue Extension

Existing Road Conditions



Webster Road



Skyline Drive



Monohansett Road Extension



Okorwaw Ave Extension

Anticipated Water Main Expansion Restoration/Paving

Full Width Mill & Overlay Paving:

- Nobadeer Way
- Webster Rd

Final Road Reclamation:

- Skyline Drive

Trench Patch

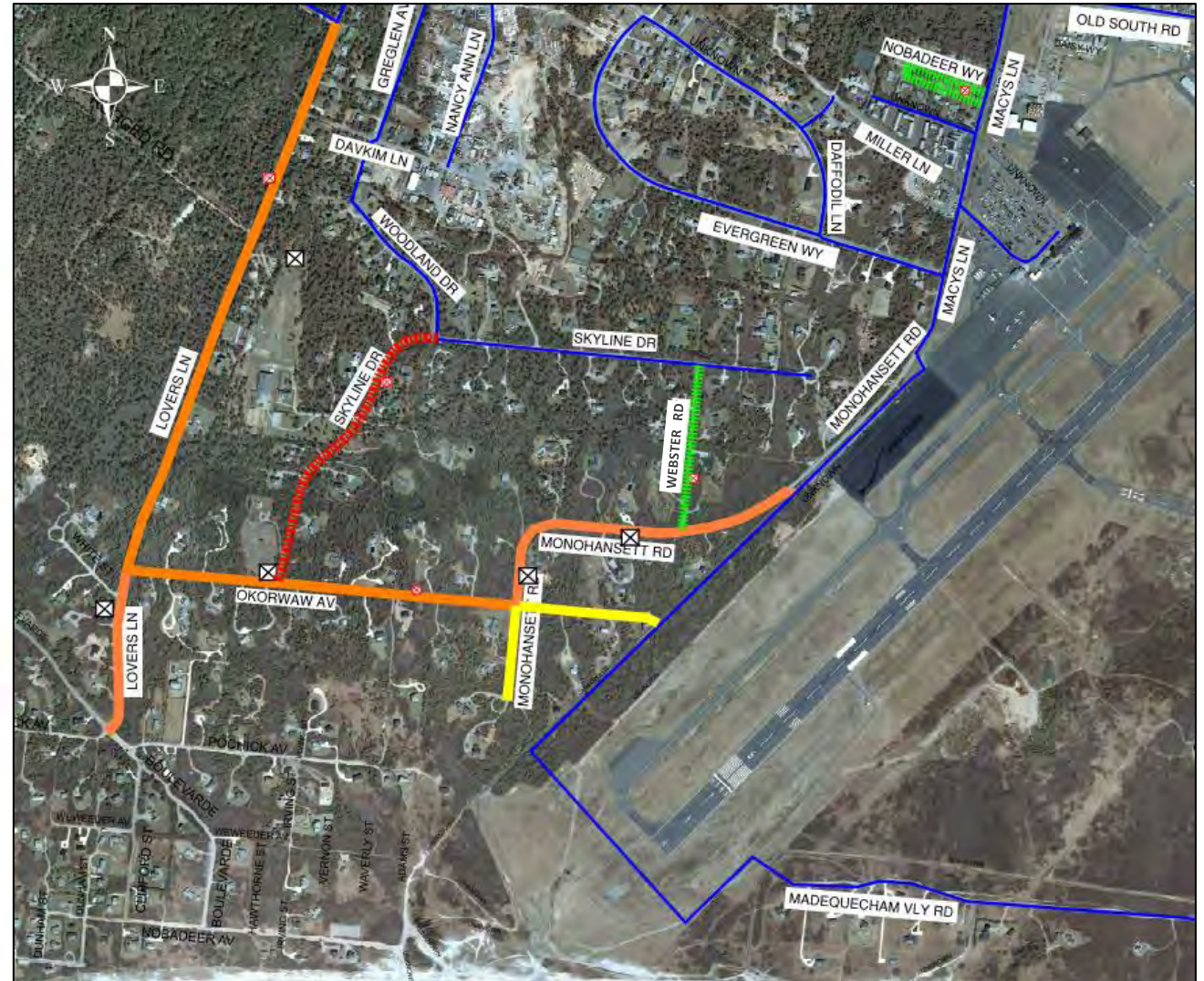
(Road Reconstruction by GPI):

- Lovers Lane
- Okorwaw Ave
- Monohansett Road

Regrade + 2" pavement millings:

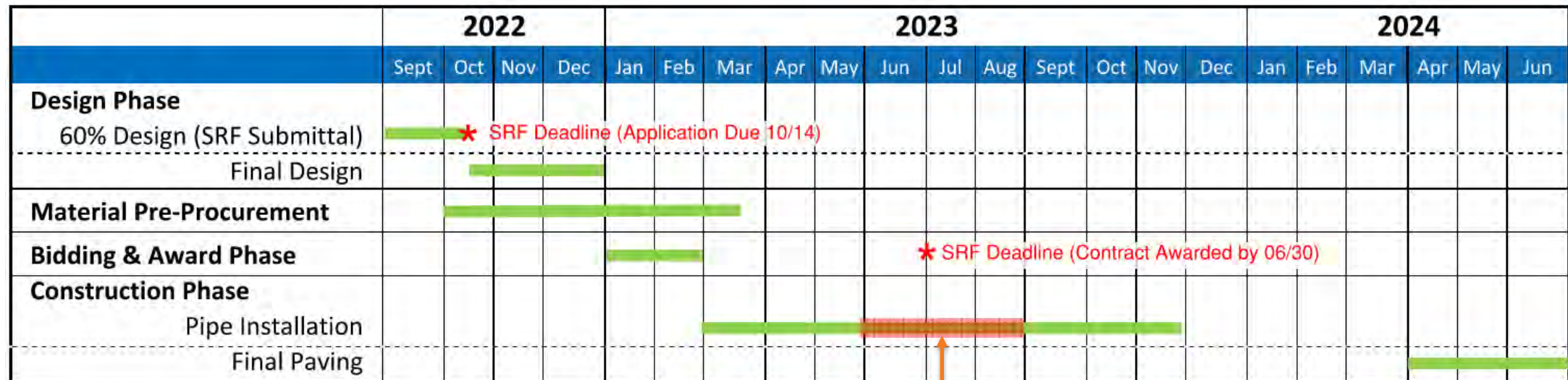
(minimize road damage during WM)

- Okorwaw Ave Extension
- Monohanset Road Extension



Aggressive Water Main Project Schedule

- Intended to bring expedited water service to residents



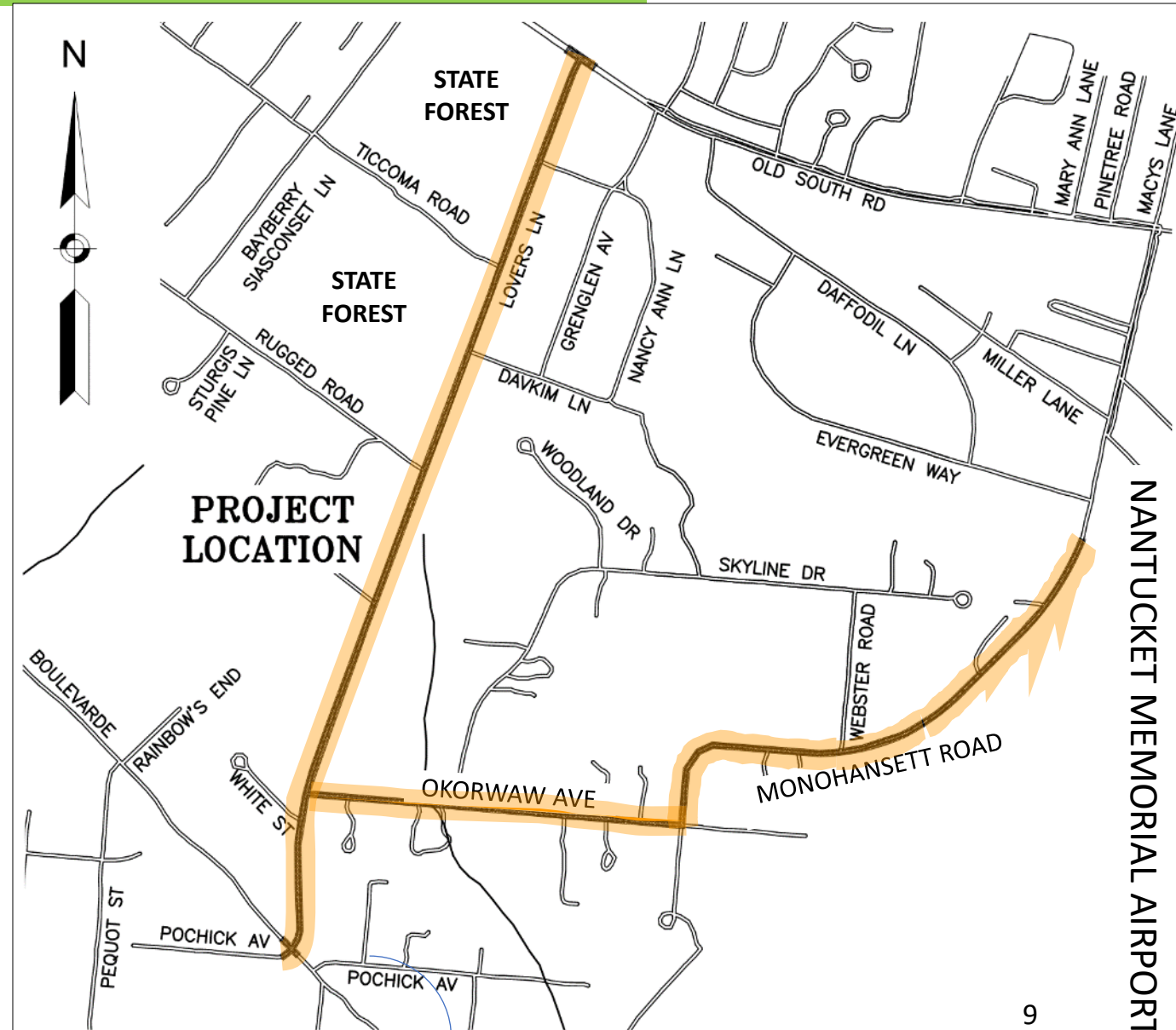
Schedule Risks

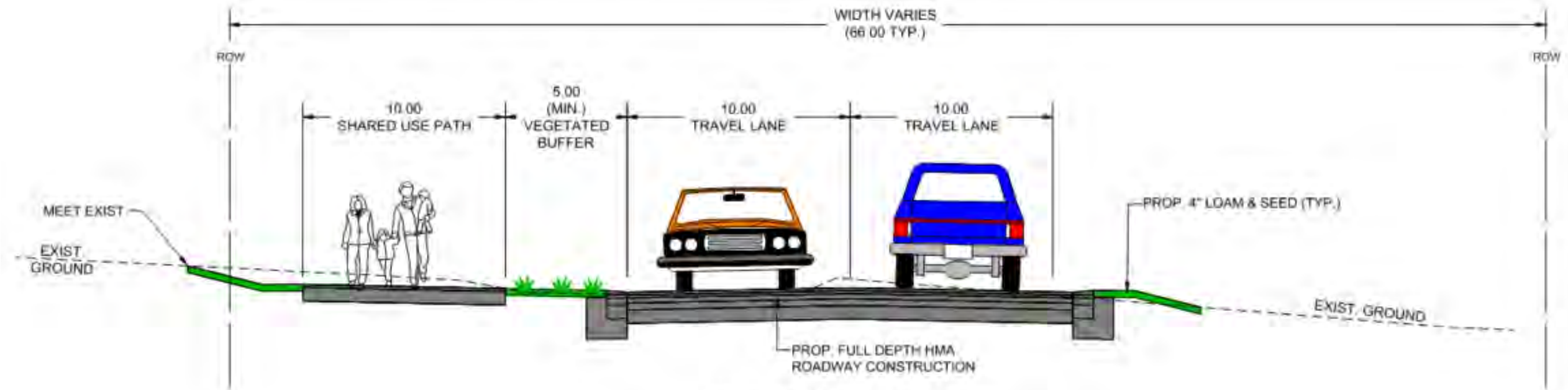
- Construction material delays
 - Material (pipe, hydrants, fittings, etc.) lead times are currently 12-20 weeks
 - Town to pre-procure materials ahead of Bidding and Contractor selection
- Peak summer season coordination to minimize disruptions
- Construction period is dependent on Contractor availability

Peak Summer

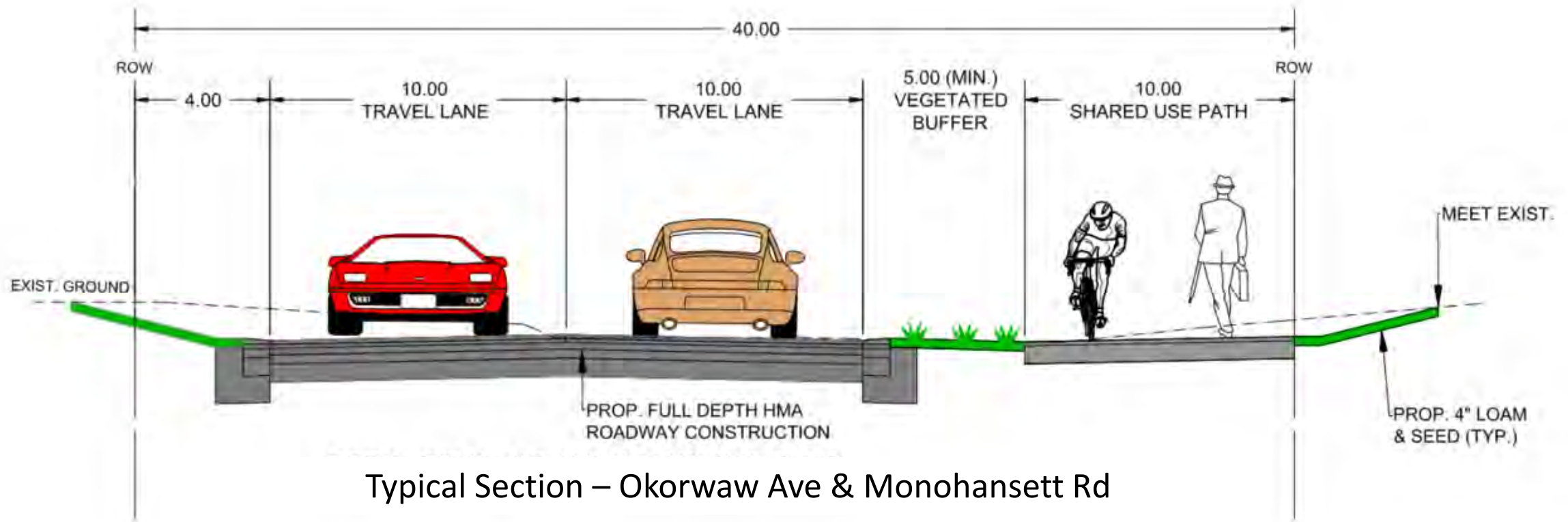
PROPOSED WORK INCLUDES

- 6,000 ft of Lovers Lane Reconstruction
- 2,400 ft of Okorwaw Ave Reconstruction
- 4,200 ft of Monohansett Road Reconstruction
- Side-paths for entire length, including Trail through State Forest
- Closed Storm Drain System
- Infiltration Chamber Outfalls





Typical Section – Lovers Lane



Typical Section – Okorwaw Ave & Monohansett Rd

Roadway	Status	Cost Estimate
Lovers Lane	Preliminary Design Completed	\$6,740,000.00 - \$8,080,000.00
Okorwaw Ave	Preliminary Design In-Progress	\$2,350,000.00 - \$2,875,000.00
Monohansett Road	Preliminary Design In-Progress	\$4,000,000.00 - \$4,830,000.00

Town Coordination – Water & Roadway

- Phase 1 - Water Main Expansion Project
- Phase 2 - Lovers Lane Reconstruction, Stormwater & Side-path
- Phase 3 - Okorwaw Ave. Reconstruction, Stormwater & Side-path
- Phase 4 - Monohansett Rd. Reconstruction, Stormwater & Side-path
- Public Outreach
- Funding

DO YOU HAVE ANY QUESTIONS?



For more information on this project,
visit www.nantucket-ma.gov/SAWTE.

Scan the QR code to leave your comments!



Road Name	Location From	Location To	Owner / Maint	Current Cond (7/22)	Planned for Redesign & Constr	Redesign Status	Water Service	Road Design & Reconst Engr	Water Main Design Engr
Lovers Lane	Boulevard	Okorwaw Ave	TON	Paved, poor	Yes	50% design	Install with Lovers Lane	GPI	GPI
	Okorwaw Ave	Ticcoma Way	TON	Unpaved	Yes	50% design	Install via SRF	GPI	CDM
	Ticcoma Way	Nancy Ann Lane	TON	Unpaved	Yes	50% design	Existing	GPI	n/a
	Nancy Ann Lane	Old South Rd	TON	Paved, good	Yes	50% design	Existing	GPI	n/a
Okorwaw Ave	Lovers Ln	Monohansett Rd	TON	Paved, poor	Yes	Base mapping Complete	Install via SRF	GPI	CDM
	Monohansett Rd	Dead End	Private	Non-hard surface	No		Install via SRF		CDM
Monohansett Rd	Okorwaw Ave	Dead End	Private	Non-hard surface	No		Install via SRF		CDM
	Okorwaw Ave	Vic Airport Rescue Bldg	TON	Paved, poor	Yes	Base mapping Complete	Install via SRF	GPI	CDM
	Vic Airport Rescue Bldg	Evergreen Way	TON	Patched 2022	Yes	Base mapping Complete	Installed 2022	GPI	MFJ(ACK)
Skyline Drive	Okorwaw Ave	Woodland Dr	Private	Paved, poor	No		Install via SRF		CDM
	Woodland Drive	Webster Rd	Private	Paved new 2022			Installed 2022		MFJ(ACK)
	Webster Rd	Dead End	Private	Paved new 2022			Installed 2022		MFJ(ACK)
Webster Road	Monohansett Rd	Skyline Dr	Private	Paved, poor	No		Install via SRF		CDM
Nobadeer Way	Airport Road	Airport Road	TON	Paved, poor	No		Install via SRF		CDM



Agenda Item Summary

Agenda Item #	IX. 2.
Date	10/12/2022

Staff

Town Manager; Operations Administrator

Subject

Over the Road Modular and Structure Moves and Hauler Issues Discussion

Executive Summary

Nantucket has been said to have the most structure moves of any municipality in the Commonwealth. There are beneficial reasons for this, including less waste taken to the landfill and the potential lesser cost of moving a house vs building a new one. The numbers of house moves, combined with the growing complexity of the moves in terms of house size, potential route issues and the need for proper coordination and the impact of house moves on public infrastructure has reached a point where the Board may want to consider restrictions, limitations and/or just understand that the impacts are what they are, with conscious acknowledgement that these are situations that we “put up with” for affordable housing purposes.

Over the past 10 years, the number of modular and structure moves has increased from 19 in 2012 to 91 for the first 10 months of 2022. The increase has resulted in more staff time to schedule, permit, coordinate and oversee these moves in addition to the police details that they require. Due to the increase of over the road (OTR) moves, we have limited modular moves to Mondays, Tuesdays and Wednesdays and structure moves to Thursdays with rain dates of Fridays.

Some issues that have come up the past few years include timing, complexity, competing projects and priorities, utilities and hauler compliance difficulties.

Timing: For the past few years, we have had requests for OTRs during the summer moratorium. While Town Administration recommends keeping the moratorium in place we caution that there are also growing requests to conduct moves outside of the moratorium between the hours of 6pm – 10am. Due to the increase in traffic on the island, the need for some overwide modular moves to require advance blocking of parking downtown to accommodate the widths, and the Steamship Authority’s request not to allow modular moves during the summer as they create space issues at the SSA’s dock, we recommend that these be firmly limited to moves that do NOT require 3rd party details, utility resources, parking space blockages.

**There is a provision in the OTR policy that allows OTRs to occur during the summer moratorium between 6pm – 10am. However, we have seen complaints and comments that OTRs (even just small shed moves) can cause major traffic issues, even within this time frame.*



Complexity: Some structure moves are very complex. Town Administration has dealt with moves that are too wide for the roadways and has had to spend substantial amounts of time taking complaints from impacted neighbors, abutters and others trying to get around the Island. Other moves require time-consuming meetings to discuss move routes. Most structure moves utilize certain routes that are used repeatedly (such as moves coming from the SSA terminal), but others require more planning and input from public safety, utilities and Town Administration. Some moves are delayed (for a variety of reasons) and have to be set for the night on the side of the road to continue the next day. This can cause potential safety issues and can interrupt other scheduled work or projects.

Utilities: Most *modular* moves do not require input or action by the utilities (electric, phone, cable, fiber) because these are typically well within the boundaries of utility infrastructure, but the majority of *structure* moves do require them. When utilities are involved, power and cable outages are possible for different lengths of time depending on the complexity of the move. Outages can impact businesses, schools, residents (especially those on oxygen or other lifesaving devices) and public safety. We typically do not allow house moves down Old South Road between Fairgrounds Road and Airport Road/Macys Lane because of the location of large transformers in that area, which require power to be shut off during a move, for safety reasons. The Public Safety Facility and the Nantucket Public Schools, due to the electric service connections to the Old South Road circuit would have to go on generator power if the power is shut down, thus leaving those facilities without the necessary redundancies for emergencies. We also don't usually allow house moves that would cause a power outage to the school facilities while school is in session.

Since the extra utility workers needed for applicable structure moves come from off-island on the days of the moves, they are at the mercy of the planes and ferries. If they miss a boat, it delays the move. The utilities rely on the accuracy of the OTR applicant/hauler to provide accurate building dimensions so that they can ensure the proper trucks and equipment are on site for the moves. When these dimensions are not accurate, the entire move can be at risk and cause additional expense, time and effort.

Hauler Compliance: Persistent issues with one company in particular include misrepresentation of the size of structures being moved, resulting in delays, and cancellation/rescheduling of the necessary resources for a move while possible new plans are developed. In one instance, because the dimensions of a structure were misrepresented, the mover stopped the move to manually demolish the chimney in the middle of a busy roadway to fit under a wire. Other issues include moving a house without the required third-party detail which puts public safety at risk; moving a structure to a different location than permitted; leaving move sites and surrounding areas in unsafe conditions; leaving houses in the public right-of-way; and leaving debris along routes. Town Administration declines to sign off on certain house move permits when the mover consistently violates the permit conditions. Those would have to go before the Select Board, going forward. There have also been occasions when private property is damaged and the Town has to chase down the move to ensure the necessary follow-up with the private property owner(s).

Staff Recommendation

Matters for the Select Board to discuss:



- Are OTRs considered a priority?
- Is the Board in favor of continuing to allow OTRs (modular structures and shed moves) during the summer moratorium as long as they are off the road by 10:00 AM? And to block parking along a portion of Washington Street to accommodate overwide modular moves?
- Is the Board interested in discussing limiting the size of structure moves? Town Administration presented a policy and OTR application to the Board in 2014 which limited the height of structures allowed to be moved to 21' with exceptions in certain circumstances. The Board took no action on those recommendations.
- Does the Board support moves when power has to be shut down to key facilities (such as PSF and Schools) and those facilities put on back-up power that has no redundancy?
- Is the Board willing to consider an application fee more commensurate with the Town staff time to process, coordinate and administer moves?

Background/Discussion

N/A

Impact: Environmental ☐ Fiscal ☐ Community ☒ Other ☐

Structure moves of all kinds affect traffic, businesses, residents and Public Safety. The flip side is that many of the structures being moved are for affordable and employee housing which is greatly needed.

Board/Commission Recommendation

N/A

Public Outreach

N/A

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

Could be connected Select Board's Strategic Plan re: Housing for recycled house moves used for Affordable Housing purposes.

Attachments

List of OTRs from 2012 to 2022

Portion of Select Board minutes of 9/10/2014



Over the Road Permit Numbers
2012 - 2022

<u>Calendar Year</u>	<u>House Moves</u>	<u>Modular Moves</u>	<u>Total</u>	<u>Application Fee</u>	<u>Total Fee Income</u>
2012	15	4	19	\$50	\$950
2013	23	4	27	\$50	\$1,350
2014	34	9	43	\$50	\$2,150
2015	20	9	29	\$50	\$1,450
2016	27	20	47	\$50	\$2,350
2017	15	42	57	\$50	\$2,850
2018	19	43	62	\$50	\$3,100
2019	11	65	76	\$50	\$3,800
2020	7	47	54	\$50	\$2,700
2021	19	49	68	\$50	\$3,400
2022*	21	70	91	\$50	\$4,550

*YTD

added that the Tom Nevers fields were damaged because of the event and he recommended that a performance bond be required to use them. NMC co-founder Cheryl Emery said she feels the NMF was a "huge success" and that there were no "major problems," adding that they did all that was asked of them by the event group and the TNCA. Ms. Emery said that over \$10,000 was donated to the Nantucket Community Music Center on behalf of the NMF foundation. NMF co-founder Cynthia Dareshori said they will "do better" and that they want to address the various concerns but feel that "all went well."

2. Request for Endorsement of Revised Over the Road Permit Application; Over the Road Permit Policy for Trailered Structures, Boats, Vehicles, and Equipment.

Ms. Gibson explained that over the years the number of house moves has increased substantially, and bigger and bigger houses are being moved. As a result she had a staff group consisting of representatives from Police, Fire, DPW and Town Administration revise the current Over the Road permit application and draft a new policy regarding structure moves. Ms. Gibson noted a substantial amount of Town staff time goes into house moves and a proposed fee increase is recommended as a result. Erika Mooney of Town Administration reviewed the draft policy and discussed the proposed revisions to the application, noting new language for a maximum allowable height and width; abutter notification changes; fee structure; and requiring the signature of a licensed construction supervisor on the application, among other changes. Ms. Mooney also reviewed additional changes to the application which will no longer affect boat haulers. Mr. DeCosta stated he has a number of issues with the application and that he would like to see language for boat, vehicle and equipment stricken from the application and policy, and that he would like the maximum height and width to be set at 26'. Ms. Mooney explained the issues with height and width being set that high, noting that the application allows for height and width exceptions in certain cases. Police Chief William Pittman reviewed MGL Chapter 90, section 19 which requires a permit for any move over 8'6" and suggested that the Town issue an annual boat haulers permit. Discussion followed. Chief Pittman and Ms. Mooney answered questions from Board members. Chairman Atherton thanked the staff group for its work and asked the group to keep working on the policy and application. Mr. Fee said he has no issues with the proposed fee structure and says the Town should support house moves. He spoke in favor of the exploring burying utility wires at key intersections. Mr. DeCosta commended the staff group for its hard work. He spoke in favor of requiring proof of abutter notification and a requiring a higher bond. Mr. DeCosta also stated that he is in favor of penalizing movers for damage along moves. The Board consensus is the main issue with the application is the restriction on the height and width. Mr. Glidden said he would like to hear from the utility companies regarding the proposed height restriction. Attorney Steven Cohen, representing Barrett Enterprises, noted that house moves provide for affordable housing and keep houses out of the landfill, but said that the policy has a flaw in that it bans 80% of the moves that occurred last year and puts them in the "exception" category. Chairman Atherton said the Board consensus is to keep working on the policy and application and bring back a version that solves some issues. Ms. Mooney stated it is not the Town's intent to ban house moves, noting that the various Town departments involved with house moves work very diligently helping with and coordinating the moves, but that the Town is trying to make it a better process. No action was taken by the Board.

3. Review of FY 2016 Preliminary General Fund Revenue Forecast. Ms. Gibson noted that the FY 2016 budget is beginning to be developed, starting with revenue projections. She said she is meeting with the School Superintendent this week to review the projections and noted that the Ad Hoc Budget Work Group will also meet soon. She reviewed the budget development process. Director of Municipal Finance Brian Turbitt gave an overview of the FY 2016 preliminary General Fund revenue projections. He reviewed Proposition 2-1/2 and what a levy is, how it is calculated and how it is increased.

Preliminary Outline #1 for 2023 Annual Town Meeting Warrant

For 10/12/22 SB review

As of 10/05/22

NOTE: Numbering & Order is NOT FINAL

Annual Articles

1. Receipt of Reports
2. Appropriation: Unpaid Bills
3. Appropriation: Prior Year Articles
4. Revolving Accounts: Annual Authorization (NOTE: change “Public Works Housing” to “Sewer”)
5. Appropriation: Reserve Fund
6. FY 2023 General Fund Budget Transfers
7. Personnel Compensation Plans for FY 2024 (NOTE: review seasonal salary schedules; call firefighter)
8. Appropriation: FY 2024 General Fund Operating Budget
9. Appropriation: Health & Human Services
10. Appropriation: General Fund Capital Expenditures
11. Appropriation: FY 2024 Enterprise Funds Operations
12. Appropriation: Enterprise Funds Capital Expenditures
13. FY 2023 Enterprise Funds Budget Transfers
14. Appropriation: Waterways Improvement Fund
15. Appropriation: Ferry Embarkation Fee
16. Appropriation: Ambulance Reserve Fund
17. Appropriation: County Assessment
18. Appropriation: Finalizing FY 2024 County Budget
19. Rescind Unused Borrowing Authority (**if needed**)
20. Appropriation: OPEB Trust Fund
21. Appropriation: Free Cash
22. Appropriation: Stabilization Fund

Other Select Board Sponsored Articles

NOTE: most of these were reviewed/discussed by SB and/or Town Administration since the 2022 ATM

ZONING* BYLAW & GENERAL BYLAW AMENDMENTS

*Board discussion occurred in January 2018 regarding a request/directive that all zoning articles must be accompanied by a narrative explanation as to why the item is being put forward, along with any operational or financial impacts

Zoning Bylaws

See attached from Planning (includes Zoning and other) NOTE: HDC advisory committees TBD

General Bylaws

- Micro mobility devices on multi-use paths (NOTE: there is a potential citizen article to restrict/limit these; and, the attached is to allow them but regulate them) (also attached is the current bylaw)
- Paid parking (see vote on Article 66 of 2020 ATM – attached) (NOTE: at 9/28/22 SB meeting this topic came up and it was generally determined to get a Parking Commission in place before proceeding further with this at this time) (Yes?)
- Short-term Rental Regulations TBD

- Display of Merchandise & Wares (c. 97) – under review (*issue with display of items in certain locations*)
- Street Musician volume (c. 105) – under review (*limit amplification*)

HOME RULE PETITIONS

Resubmittal of Pending HRP's from prior ATMs (if these have not been acted upon by the Legislature)

- Community Housing Bank (*Article 76/2022 ATM; Article 79/2019 ATM; Article 70/2018 ATM; Article 88/2017 ATM; Article 82/2016 ATM*)
- Sewer Act Amendment (*Article 77/2022 ATM*)
- Gov't Study Committee Recommendations (*Article 78/2022 ATM*)
- Fertilizer Ban (*Article 79/2022 ATM*) **NOTE: AMEND?**
- Real Estate Conveyances x 2 (*1 - Article 94/2022 ATM: 50 Altar Rock Rd to NCF; 2 – Article 95/2022 ATM: Portion of Ames Ave*)
- Special Act for Exemption from MGL to extend employment of Police Chief past required retirement age

New

TBD

MGL ACCEPTANCES

- Town Clerk – MGL c 41, s 110A (*re: Voter Registration deadline*)

REAL ESTATE RELATED

- Potential long-term lease authorization for landfill operator
- Dartmouth Lane (near Delaney Rd) taking (need further info)
- Baxter Road – potential takings/conveyances – TBD
- Easement to NGrid for new Surfside Rd sewer pump station
- Easement to Land Bank at E Creek Rd (boardwalk project; handicap parking)

OTHER

- Amend description in Article 16 of 2018 ATM (Appropriation: Public Works Facility Improvements – Design) to allow for design at other location(s)
- Update Financial Assurance Mechanism (Landfill Closure)

BALLOT QUESTIONS

- possible debt exclusion(s) and/or capital exclusion(s) for capital projects; real estate
- override for Solid Waste

CITIZEN ARTICLES

Submittal deadline Mon, November 14

PRELIMINARY DRAFT

Planning Board/PLUS Article Concepts for 2023 ATM (09/23/22)

RC-2 Phase Out Articles

- Remaining Nobadeer Farm Road parcels (a portion of)
- 86A Old South Road to CTEC
- West side of Arrohead Drive to CTEC or CI
- Egan Lane Parcels to CTEC and R-10?
- Nobska Way to R-5
- Salros to CTEC or R-5
- 95 Miacomet Avenue to LUG-2

RC Phase Out Articles

- 103 Washington Street to CN
- 77 Washington to ROH

Other Map Change Articles

- TBD

Technical Amendment to the Zoning Map

- Split lot clean up

Zoning Bylaw Amendments

- Technical Amendments – all in a single article TBD
 - Adjust language in 30A
 - Correct process in 13E
 - Correct reference in 26A
 - Delete 37
- Short term rentals (may include multiple articles)
- Transient Residential Facilities (may include multiple articles)

Other Bylaw Amendments

- Chapter 124: Signs; Satellite Dishes; Rooflines

Real Estate

- Paper Street Acquisition/Disposition TBD
- Home Rule Petition TBD

Libby Gibson

From: Seth Engelbourg <sengelbourg17@yahoo.com>
Sent: Thursday, August 18, 2022 6:31 PM
To: Erika Mooney; Libby Gibson
Subject: Micromobility Devices on Nantucket
Attachments: Micromobility Devices on Nantucket.docx

Hi Erika,

Please forward the attached letter regarding micromobility devices on Nantucket to all members of the Select Board. This letter is in relation to the public comment and follow-up discussion at the previous two Select Board meetings. I would appreciate it if this item could be posted for a further agenda discussion and if the letter can be included as part of the packet when this is discussed. I am happy to attend a meeting to discuss this item or answer any questions in advance. If Town Administration could also please review the letter I would appreciate it.

Thank you,
Seth Engelbourg

This email was scanned by Bitdefender

Dear Chair Bridges and Members of the Nantucket Select Board,

At your last two meetings, there was public comment and follow-up discussion related to devices on bike paths. I urge the Select Board to avoid hastily adopting a bylaw prohibiting these devices and rather give the issue the proper discussion it deserves.

Micromobility devices, such as e-bikes, e-scooters, and e-boards, benefit our community in several ways, notably affecting sustainability, accessibility, and transportation. For more information on these devices and what qualifies, please read this brief document: https://www.pedbikeinfo.org/cms/downloads/PBIC_Brief_MicromobilityTypology.pdf.

Although there can be hazards related to operating these devices on bike paths, I believe that they can be mitigated with proper safety mechanisms; including registration, mandatory equipment, and speed limits. I would like to remind all of you that although we typically use the colloquial terminology 'bike path', in fact, Nantucket does not have bike paths but rather multi-use paths. The anticipated uses of these paths may have changed from when they were conceived, due to new and emerging technologies; however, it is within our interest as a community to adapt to and support these uses if they provide public benefit.

I will admit that unregulated use of these devices on paths is not safe and some specific devices will never be safe to use on paths. The opposite is also true, for the operators of some devices they are simply not safe to be on roads and benefit from being on paths. The important thread is that regulation, not prohibition of these devices is what is needed to ensure safe use that also benefits our community.

In fact, micromobility devices can help our community achieve one of the initiatives contemplated in the Select Board's 2020 Strategic Plan: <https://www.nantucket-ma.gov/DocumentCenter/View/35048/Strategic-Planning-Update-to-Select-Board-February-2020-PDF>:

Transportation Goal #3: *To shift the mode of choice of commuters from driving alone to using other modes by 6%.*

Although traditional interventions such as public transit, walking, and cycling help with this goal, they often fall short. Micromobility devices have the power to increase adoption of alternative transportation methods. Because they traditionally are electric, they are more sustainable than fuel-based vehicles, which is increasingly important in the face of climate change. Additionally, their small size causes little impact to parking and traffic. The Select Board has already taken a beneficial first step, authorizing a micromobility bike share pilot project. It is imperative to continue this effort with a discussion on personal and rental devices.

Beyond this goal, micromobility devices have broad-reaching impacts for the island. They offer an accessible form of transportation for people with mobility limitations which may make it difficult for them to walk or bike. They also promote sustainable transportation not tied to the use of fossil fuels. If adopted in mass, they may reduce the number of vehicles on the road,

therefore resolving some of our traffic and parking pressures. Lastly, they offer a peaceful way to navigate around the island, which may promote better health and enjoyment of our unique ecosystems and places.

Beyond the Select Board's review, there are several other town entities whose role encompasses transportation and should be consulted on this issue. At a staff level, this includes the Transportation Planner and Town Administration, among others. At a board level, this includes the Nantucket Planning and Economic Development Commission and the Bicycle and Pedestrian Advisory Committee, among others. As a newly appointed member of the NP&EDC, I have already raised the issue of micromobility among the board and believe it to be an important planning priority. Please call upon these resources available to you to help aid your discussion and decision-making process.

Lastly, I ask you to consider the issue of micromobility holistically on island rather than just in relation to multi-use paths. Chapter 98 of the Town of Nantucket Bylaws: Motorized Passenger Devices (<https://ecode360.com/11470762>) currently expressly prohibits most uses of micromobility devices in a majority of places throughout the town. It will be important to review and update this chapter as necessary to best support this beneficial technology for Nantucket.

Please add this to an upcoming agenda for further discussion. I would be happy to appear at the meeting to present on this topic and/or provide additional information prior via email. Thank you kindly for your thorough review of this topic.

Sincerely,

Seth Engelbourg

Chapter 98. Motorized Passenger Devices

§ 98-1. Prohibited absent express written permission.

No person shall operate a motorized scooter, motorized skateboard, Segway, or other similar device (hereinafter referred to as "personal motorized passenger devices") on any Town-owned or -controlled public way, sidewalk, park, playground or beach without the express written permission to do so from the Town official(s) or officer having jurisdiction over the use of said Town property or their respective designee (hereinafter referred to as the "authorizing official"). The following vehicles shall be exempt from the provisions of this chapter:

- A. Vehicles or motorized passenger devices licensed by the Commonwealth of Massachusetts as motor vehicles or otherwise to the extent authorized by the Commonwealth or the United States for such operation;
- B. Vehicles or motorized passenger devices licensed or used by the federal government or any federal agency, instrumentality or entity, including the United States Postal Service, performing a service to the public;
- C. Personal motorized passenger devices used by handicapped persons;
- D. Personal motorized passenger devices used by public safety personnel, including police officers;
- E. Landscaping equipment;
- F. Golf carts.

§ 98-2. Conditions on grant of written permission.

- A. Any grant of written permission to use a personal motorized passenger device issued by the authorizing official shall include the following conditions/restrictions: no personal motorized passenger device shall be operated:
 - (1) Without being equipped with a braking system;
 - (2) Without the rider wearing a helmet;
 - (3) In a careless or reckless manner as to endanger the safety of any person or the property of any person; and
 - (4) Without complying with applicable federal, state and local laws and regulations.
- B. The authorizing official is further authorized to impose such other restrictions and limitations as deemed appropriate or necessary to protect the public safety, interest and welfare. All persons using Town property pursuant to a grant of permission shall comply with the restrictions and limitations referenced herein or imposed pursuant hereto.

§ 98-3. Enforcement and penalties.

In addition to any other enforcement or penalty allowed under state law or Town bylaw, violation of this chapter may be enforced by non-criminal disposition, by any police officer or traffic director in the manner provided by MGL c. 40, § 21D, and Chapter 1, Article I of this Code.

ARTICLE 66

(Town Meeting Vote Required to Implement On-street Paid Parking)

To see if the town will vote to require a vote of town meeting prior to the implementation by the Town of Nantucket of paid on-street parking.

(Christopher Glowacki, et al)

FINANCE COMMITTEE MOTION: Moved that the Select Board be requested to seek the prior approval of Town Meeting before implementing paid on-street parking.

SELECT BOARD COMMENT: The Board does not support the Finance Committee Motion. One of the Board's Strategic Plan Goals is: "Launch a downtown parking management system based on demand management principles that achieves (or is measured by) 85% occupancy of public parking spaces". Paid parking is a tool that could be critical to the success of this Goal - which is meant to increase parking turnover so that people are more easily able to find parking in Town and make year-round access to the downtown a pleasant experience; and, to limit reliance on single-occupancy vehicles. The Board believes flexibility is needed to be able to implement paid parking, if needed.

ARTICLE 67

(Prohibiting Roundabouts Near Schools)

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

(Complaint Committee)

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.

Town and County of Nantucket
Select Board • County Commissioners

Jason Bridges, Chair
Matt Fee
Dawn E. Hill Holdgate
Brooke Mohr
Melissa Murphy



16 Broad Street
Nantucket, Massachusetts 02554

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

C. Elizabeth Gibson
Town & County Manager

June 21, 2022

Senator Julian Cyr
State House Room 405
24 Beacon St.
Boston, MA 02133

HRPs from 2022
ATM

Representative Dylan Fernandes
State House Room 437
24 Beacon St.
Boston, MA 02133

Re: Home Rule Petitions Adopted at Nantucket 2022 Annual Town Meeting

Gentlemen:

Please take the necessary action to file the following home rule petitions (certified copies enclosed), which were approved at Nantucket's 2022 Annual Town Meeting:

1. Article 76 (Community Housing Bank Real Estate Transfer Fee)

You are familiar with this petition and your efforts to advance it are greatly appreciated. As you know, transfer fee legislation has been approved by the 2016, 2017, 2018, 2019 Annual Town Meetings. Per your advice, "renewals" of the legislation were not put before the 2020 and 2021 Annual Town Meetings and since 2019, the language has been updated to address two areas: 1) raising the AMI level served up to 240% AMI and 2) to include a pro-active "opt-in" clause should statewide enabling legislation pass over individual HRP's. With Nantucket's median home price having risen 133% since this legislation was originally introduced in 2016, and now at \$3.5 million, Nantucket really cannot afford for the legislature to delay on this any longer. We know you are working hard on this and appreciate your commitment to get this through for Nantucket this session.

Town contact: Tucker Holland, Housing Director (tholland@nantucket-ma.gov)

2. Article 77 (An Act Amending the Nantucket Sewer Act)

This article would authorize the Select Board, acting as the Board of Sewer Commissioners, to enact a regulation allowing for the waiver of all or a portion of sewer connection fees for qualifying year-round residents. On occasion, there is a hardship situation with sewer fees, and the Board's ability to reduce or waive the fees is limited without this authorization.

Town contact: John Giorgio, Town Counsel (jgiorgio@k-plaw.com)

3. Article 78 (An Act Amending the Charter of the Town of Nantucket to Implement Certain Recommendations of the Town Government Study Committee)

This article was put forward following the submittal in 2021 of the Town Government Study Committee's report, recommending several Charter amendments. The recommendations are enumerated in the Article. The Committee's report may be found on the Town website [Final Report \(nantucket-ma.gov\)](https://www.nantucket-ma.gov/Final-Report).

Town contact: John Giorgio, Town Counsel (jgiorgio@k-plaw.com)

4. Article 79 (An Act Prohibiting the Application of Fertilizer in the Town of Nantucket)

This is a citizen sponsored article seeking approval for the Town to ban fertilizer application (excepting farms), throughout the Town.

Town contact: John Giorgio, Town Counsel (jgiorgio@k-plaw.com)

5. Article 94 (Real Estate Conveyance – 50 Altar Rock Road to Nantucket Conservation Foundation)

The 50 Altar Rock Road property (where the Altar Rock monument is located) is owned by the Town for park purposes. Through a variety of discussions with the Nantucket Conservation Foundation (NCF), the Town proposes to convey the property to NCF. In order to dispose of the property, the care, custody, management and control of the property must be transferred from the Select Board held for park purposes to the Select Board held for purposes of conveyance. In addition, since the Town acquired the property for park purposes, the Town must comply with Article 97 of the Amendments of the Massachusetts Constitution by filing a Home Rule Petition with the State Legislature authorizing the transfers of the property and the conveyance of the property to NCF for open space, recreational and conservation purposes. Furthermore, since the Town received the property as a gift for park purposes, the Town may need to file a *cy pres petition* in order to be able to convey the property if the Attorney General's office deems the Town to hold the property in a charitable trust.

Town contact: Vicki Marsh, Town Counsel (vmarsh@k-plaw.com)

6. Article 95 (Real Estate Conveyance: A Portion of Ames Avenue)

The Town is the owner of certain parcels of land shown as Lots 35-38 inclusive on Land Court Plan No. 2408-M, which are under the care, custody, management and control of the Conservation Commission for conservation purposes. In order to convey this land held for conservation purposes, the Town must comply with Article 97 of the Amendments of the

Massachusetts Constitution and thereby file a Home Rule Petition with the State Legislature for its approval of the transfer of the land and the conveyance of portions of the land for roadway and for other purposes. A portion of this land lies within the roadway of Ames Avenue and a portion is to be conveyed to an abutter of Ames Avenue in exchange for a lot of approximate equal size and value. The passage of this Home Rule Petition will also enable the Town to use a portion of these lots for the alteration of Ames Avenue for coastal resilience purposes.

Town contact: Vicki Marsh, Town Counsel (vmarsh@nantucket-ma.gov)

Please let us know if you need any further information on any of these items. We would appreciate being kept advised as to their status. Thank you.

Sincerely,



C. Elizabeth Gibson
Town Manager

Cc: Select Board
Town Clerk
Town Counsel
Real Estate Specialist
Housing Director

ARTICLE 16

(Appropriation: Public Works Facility Improvements - Design)

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 Board of Selectmen, for the purpose of design improvements to the Department of Public Works facility at 188 Madaket Road, including the costs of professional services for design, permitting, engineering, 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.

(Board of Selectmen)

FINANCE COMMITTEE MOTION: Moved to appropriate the sum of Two Million Three Hundred Thousand Dollars (\$2,300,000) to be spent by the Town Manager with the approval of the Board of Selectmen, for the purpose of design improvements to the Department of Public Works facility at 188 Madaket Road, including the costs of professional services for design, permitting, engineering, and other related professional services, and any other costs incidental and related thereto; and, that to meet said appropriation the Treasurer, with the approval of the Board of Selectmen, is hereby authorized to borrow the sum of Two Million Three Hundred Thousand Dollars (\$2,300,000) 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 17

(Appropriation: Renovation of Marine Department Building)

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 Board of Selectmen, for the purpose of renovating the Marine Department building at 34 Washington Street, 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.

(Board of Selectmen)

Libby Gibson

From: Laura Raimo
Sent: Tuesday, September 27, 2022 12:01 PM
To: Libby Gibson
Cc: Nancy Holmes; Erika Mooney
Subject: article for 2023 ATM - adopt MGL ch 41 section 110A
Attachments: MGLch41s110A_memo.docx; 2023article_MGLch41s110A.docx

Good afternoon Libby,

We would like to submit an article for the 2023 ATM. Due to the acceptance of the Votes Act of 2022 the voter registration deadline will fall on Saturdays for local elections that are held on Tuesdays. Many towns in MA already accepted this law and we would like to get onboard.

Please see the attached memo and article.

Kind regards,

Laura Raimo

Assistant Town Clerk
Justice of the Peace/Notary Public/Commissioner to Qualify
Town of Nantucket
16 Broad Street
Nantucket, MA 02554
508-228-7216
lraimo@nantucket-ma.gov



ONLINE PAYMENTS

Vital Records Requests, Dog License Renewals & Non-Criminal Violations Payments

<https://www.nantucket-ma.gov/373/Pay>

ONLINE VOTER REGISTRATION

Check or Update VOTER INFORMATION or APPLY TO VOTE

<https://www.sec.state.ma.us/ovr/>

STATE ELECTION & SPECIAL LOCAL ELECTION - November 8, 2022

Early Voting (in-person): October 22 – November 4 (excluding Sunday, Oct. 23 & 30) @ 16 Broad St.

Voter Registration Deadline: October 29, 2022

Vote by Mail Deadline: November 1, 2022



MEMORANDUM

TO: Town Administration and Select Board
FROM: Nancy Holmes, Town Clerk
DATE: September 27, 2022
SUBJECT: Article to accept MGL c. 41, s. 110A

The Votes Act of 2022 has changed the voter registration deadline from 20 days before an election to 10 days before an election. This means for all local elections held on a Tuesday, the voter registration deadline would be a Saturday from 9:00am-5:00pm. Past town election voter registration deadlines typically fell on weekdays.

I'd like to propose the acceptance of MGL chapter 41, section 110A. This would make it so when voter registration falls on a Saturday or Holiday, the deadline date may be moved to Friday or the work day before.

Many other towns in Massachusetts have accepted this legislation for the same reasons as stated here. By accepting this MGL, it will save the Town the cost of opening Town offices on a holiday or weekend to hold voter registration sessions. Should the date fall during those times, voter registrations for election deadlines would fall to the business day prior from 8:00am-5:00pm.

Accepting MGL chapter 41, section 110A would give us the option of reverting to the business day prior or proceeding the deadline. By accepting this we would not be disenfranchising anyone from registering to vote. There are many avenues today for people to register to vote; in person, by mail, online or through the Registry of Motor Vehicles.

Section 110A: Office hours on Saturday

Section 110A. Any public office in any city or town may remain closed on any or all Saturdays as may be determined from time to time, in a city by the city council, subject to the provisions of the city charter, or, in a town, by vote of the town at a special or regular town meeting, and the provisions of section nine of chapter four shall apply in the case of such closing of any such office on any Saturday to the same extent as if such Saturday were a legal holiday.

Section 9: Time for performance of acts performable on Sunday or holiday

Section 9. Except as otherwise provided, when the day or the last day for the performance of any act, including the making of any payment or tender of payment, authorized or required by statute or by contract, falls on Sunday or a legal holiday, the act may, unless it is specifically authorized or required to be performed on Sunday or on a legal holiday, be performed on the next succeeding business day.

Adopt MGL Chapter 41 § 110A

To see if the Town will vote, in accordance with MGL Chapter 41, Section 110A, to authorize the Town Clerk's office to remain closed on all Saturdays and to treat Saturdays as a legal holiday for purposes of calculating the time frame for filing matters in that office; or take any other action relative thereto.

(Select Board)

Explanation: By adopting MGL Chapter 41 § 110A when voter registration falls on a Saturday or Holiday it can be moved to a Friday or the work day before the holiday.

Motion:

I move that the town accepts MGL Chapter 41, Section 110A as delineated in the warrant.