

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

C. Elizabeth Gibson
Town & County Manager

AGENDA FOR THE MEETING OF THE SELECT BOARD NOVEMBER 2, 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/lczPABOOp9A>

ZOOM WEBINAR REGISTRATION LINK TO VIRTUALLY ATTEND MEETING:

https://us06web.zoom.us/webinar/register/WN_mkeuKNnJSGaGvn4DE4SBAQ

- I. CALL TO ORDER***
- II. SELECT BOARD ACCEPTANCE OF AGENDA***
- III. ANNOUNCEMENTS***
 1. The Select Board Meeting is Being Audio/Video Recorded.
 2. Legislative Update with Senator Julian Cyr.
 3. Saturday, May 6, 2023 Annual Town Meeting:
- Warrant Open for Citizen Warrant Article Submittals through November 14, 2022 at 4:00 PM.
 4. 2022 Committee Vacancies: Zoning Board of Appeals; Harbor Plan Update Committee; Agricultural Commission; Tree Advisory Committee.
 5. 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 October 17, 2022 at 5:00 PM; October 18, 2022 at 4:00 PM; October 26, 2022 at 5:30 PM.

2. Approval of Payroll Warrants for October 30, 2022.
3. Approval of Treasury Warrants for November 2, 2022.
4. Approval of Pending Contracts for November 2, 2022 - as Set Forth on the Spreadsheet Identified as Exhibit 1, Which Exhibit is Incorporated Herein by Reference.

VIII. CONSENT ITEMS

1. Gift Acceptance: Natural Resources Department; Nantucket Fire Department; Department of Culture and Tourism; Human Services (Saltmarsh Senior Center).

IX. CITIZEN/DEPARTMENTAL/COMMITTEE REQUESTS

1. Request for Waiver of Sewer Connection Permit Fee for Covenant Lot Located at 28 South Shore Road (Lot 2B on Plan No. 2021-23).
2. Sewer Commissioners: Sewer Fee Waiver Policy Discussion/Action.
3. Richmond Great Point Development: Sewer Fee Waiver Request(s).
4. Housing Nantucket: Sewer Fee Waiver Request.
5. Nantucket Islands Land Bank:
 - a) Request for Approval and Execution of Memorandum of Understanding between the Town of Nantucket and Land Bank for Construction and Maintenance of Walking Trail over a Portion of Lot 25, Cannonbury Lane, Shown on Plan Recorded with Nantucket County Registry of Deeds as Plan File 5-B.
 - b) Request for Approval and Execution of Acceptance of Easement from Cannonbury Holdings, LLC and Cannonbury Holdings 2, LLC, Trustees of Cannonbury Lane Homeowners Association Trust to Town of Nantucket and Nantucket Islands Land Bank of a Five Foot (5') Wide Walking Trail Easement over a Portion of Lot 25, Cannonbury Lane, Shown on Plan Recorded with Nantucket County Registry of Deeds as Plan File. 5-B and Shown as "Walking Trail Easement" on Easement Plan Attached Thereto.

X. TOWN MANAGER'S REPORT

1. Review of Proposed Parking Advisory Committee Mission/Select Board Potential Action to Establish Committee.

XI. SELECT BOARD'S REPORTS/COMMENT

1. Discussion Regarding October 24, 2022 Letter from Conservation Commission in Connection with Sconset Beach Erosion Control Project.
2. Committee Reports.

XII. 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

Select Board
2022 Committee Vacancy Appointments Timeline
As of 10/24/2022

October 24 – Advertise committee vacancies on Town’s website

October 26 and November 2 – Committee vacancies to be added to Select Board agendas as announcement

October 27 and November 3 – Advertise committee vacancies in the Inky

November 10 at 12:00 PM – Deadline for submitting applications for the following committee vacancies:

- Zoning Board of Appeals – one seat, term expires 2024
- Harbor Plan Update Committee – three at-large seats, terms end upon completion of work
- Agricultural Commission – two seats, terms expire 2023
- Tree Advisory Committee – two seats, terms expire 2025

November 16 and November 30 – The names of applicants who have submitted applications will be read aloud and applications will be included in the Board’s packet.

December 7 – Meeting for applicants to introduce themselves and review their applications; committee appointments made.

NOTICE OF COMMITTEE VACANCIES (as of 10/24/2022)

Applications are being accepted by the Select Board to fill a vacancy on the following committee:

- **Zoning Board of Appeals - one seat, term expires 2024**

Interested individuals may obtain a "Committee Interest Form" by clicking [here](#). Information on the responsibilities of the ZBA may be obtained from the Town's website at <https://www.nantucket-ma.gov/287/Zoning-Board-of-Appeals>. Completed applications can be mailed or hand delivered to Town Administration, 16 Broad Street, Nantucket, MA 02554 or emailed to emooney@nantucket-ma.gov.

Applications must be submitted by **12:00 PM on Thursday, November 10, 2022**, for a Select Board meeting on **Wednesday, December 7, 2022** where applicants can introduce themselves and review their applications, and an appointment will be made.

Applications are being accepted by the Select Board to fill seats on the newly established committee:

- **Harbor Plan Update Committee - three (3) at-large seats**

Interested individuals may obtain a "Committee Interest Form" by clicking [here](#). Information on the responsibilities of the ZBA may be obtained from the Town's website at <https://nantucket-ma.gov/2604/Nantucket-and-Madaket-Harbors-Action-Pla>. Completed applications can be mailed or hand delivered to Town Administration, 16 Broad Street, Nantucket, MA 02554 or emailed to emooney@nantucket-ma.gov.

Applications must be submitted by **12:00 PM on Thursday, November 10, 2022**, for a Select Board meeting on **Wednesday, December 7, 2022** where applicants can introduce themselves and review their applications, and appointments will be made.

Applications are being accepted by the Select Board to fill vacancies on the following committees:

- Agricultural Commission - two seats, terms expire 2023
- Tree Advisory Committee - two seats, terms expire 2025

Interested individuals may obtain a "Committee Interest Form" by clicking [here](#). Information on the responsibilities of the various committees may be obtained from the Town's website at <https://www.nantucket-ma.gov/196/Agricultural-Commission> and <https://www.nantucket-ma.gov/458/Tree-Advisory-Committee>. Completed applications

can be mailed or hand delivered to Town Administration, 16 Broad Street, Nantucket, MA 02554 or emailed to emooney@nantucket-ma.gov.

Applications must be submitted by **12:00 PM on Thursday, November 10, 2022**, for a Select Board meeting on **Wednesday, December 7, 2022** where applicants can introduce themselves and review their applications, and appointments will be made.

NANTUCKET SELECT BOARD

Policy Statement and Procedures for Appointments to Committees, Commissions, Boards Adopted: May 19, 2021

BASIC GOAL

To encourage active citizen participation and involvement in local government affairs by encouraging local residents with expertise, skills, interest, and energy to seek appointment to the Town's Committees, Boards and Commissions. And, to expand the Town's outreach to its citizens to ensure that we engage as many diverse perspectives as possible to build and encourage awareness, understanding and appreciation through a lens of diversity, equity and inclusion.

POLICIES IN SUPPORT OF THE BASIC GOAL

- A. The Town will maintain a recruiting system, known as the Volunteer Talent Bank (Talent Bank), to find and appoint interested local residents who are best qualified by education, training and experience to contribute effectively to the work of the committee, commission or board. To the extent practical, the Select Board shall announce its intention to meet candidates for appointment and allow them to introduce themselves and review their applications no less than two weeks in advance of appointments.
- B. When an announcement is made by the Board regarding any vacancies, the Board will require that applicants file a Committee Appointment application. Following a public meeting with the applicant(s) at which the Board may ask questions, and/or the applicant may ask questions, a candidate shall be selected in accordance with the following procedure:

RECOMMENDED VOTING PROCEDURES FOR ANNUAL APPOINTMENTS

- 1. The Board reviews a list of openings for annual appointments with a committee appointment timeline in early April.
- 2. In mid-April, members of committees, commissions, boards whose terms are expiring are notified and asked if they would like to apply for reappointment. Incumbent Committee Interest Forms are mailed to all of these members and they are asked to respond in writing to indicate if they request re-appointment, or not. Incumbents need to meet the same deadlines as listed on the committee appointment timeline.
- 3. Annual committee openings are advertised in the local newspaper for four weeks, as well as on the Town website. Additionally, the openings are announced at the Board's weekly meetings starting in mid-April through the end of May.
- 4. Applications will be accepted only by the deadlines outlined in the annual Committee Appointments Timeline for all committees, commission and boards.

5. The Select Board holds two meetings to allow applicants to address the Board and review their applications.
6. Committee appointments are made at the last Select Board meeting of June, which date shall be at least one week after the names and applications of all applicants have been made public.
 - a. At this meeting, the Select Board may appoint, by majority vote, a candidate to fill any seat. Or, the Select Board, at its discretion, may elect to use a paper ballot voting procedure, or vote by e-mail if the Select Board meeting is held virtually.
 - b. The Chair shall ask Board members to submit their written choices for appointment (or to e-mail their choices for appointment to Town Administration in real time if meeting virtually). Each Board member writes their own name on a slip of paper, and then writes down their vote for the applicant(s) and passes their paper ballot directly to the Chair without other members viewing the ballot.
 - c. The Chair reads the paper ballot votes and notes which Board member cast the votes. If meeting virtually, Town Administration staff will read the results into the record, and after announcing how each Board member votes, staff will ask that Board members verbally confirm their votes.
 - d. The candidate(s) with the majority of votes will be appointed.
 - e. Any committee seats not filled will continue to be posted on the Town website and routinely advertised as vacant.

At its discretion, the Select Board may appoint a candidate to any Commission, Committee or Board even if the candidate is not present for the meeting.

RECOMMENDED VOTING PROCEDURES FOR VACANCIES THROUGHOUT THE YEAR

The Board's intent to fill vacancies will be noted on its regular meeting agenda for at least two weeks and applications of prospective candidates will be included in the Board's agenda packet to allow the Board and the public to review the prospective candidates' credentials. The vacancy will also be advertised in the Inquirer & Mirror for a minimum of two weeks as well as on the Town's website. Applications will be accepted only by a certain deadline for all committees, commission and boards.

1. Immediately following a meeting with candidates for appointment, the Select Board may appoint, by majority vote, a candidate to fill any vacancy. Or, the Select Board, at its discretion, may elect to use a paper ballot voting procedure, or vote by e-mail if the Select Board meeting is held virtually.
2. Immediately following a meeting with candidates for appointment, the Chair shall ask

Board members to submit their written choices for appointment (or to e-mail their choices for appointment to Town Administration in real time if meeting virtually). Each Board member writes their own name on a slip of paper, and then writes down their vote for the applicant(s) and passes their paper ballot directly to the Chair without other members viewing the ballot.

3. The Chair reads the paper ballot votes and notes which Board member cast the votes. If meeting virtually, Town Administration staff will read the results into the record, and after announcing how each Board member votes, staff will ask that Board members verbally confirm their votes.
4. The candidate(s) with the majority of votes will be appointed.

At its discretion, the Select Board may appoint a candidate to any Commission, Committee or Board even if the candidate is not present for the meeting.

ADMINISTRATION OF THE VOLUNTEER TALENT BANK

The Town Administration office shall be responsible for the Talent Bank data and all administrative materials, records and processes.

PUBLIC INPUT REGARDING CANDIDATES FOR APPOINTMENT

Any citizen may convey their support or objection of an individual's appointment/ reappointment through written notice to the Town Manager's Office. Town Administration shall forward any written comments concerning appointments/reappointments to the Select Board and to the person cited.

This policy may be amended by the Select Board at any time.

EXHIBIT 1
AGREEMENTS TO BE EXECUTED BY TOWN MANAGER
UNLESS RESOLUTION OF DISAPPROVAL BY SELECT BOARD
November 2, 2022

Type of Agreement/Description	Department	With	Amount	Other Information	Source of Funding	Term
Professional Service Agreement	IT Department	Applied Geographics, Inc.	\$15,000	Consulting services to develop RFP for the acquisition of new aerial imagery in Spring 2023	IT Budget	November 2, 2022, - November 1, 2023
Professional Service Agreement	IT Department	LCN Networks	\$77,638.69	Wireless Network Infrastructure upgrade design and implementation	IT Budget	November 15, 2022 - November 14, 2025
Professional Service Agreement	OIH	Fusion Medical Staffing	\$300,000 (up to)	To provide temporary RN & LPN staffing to fill vacancies due to shortage in nursing staff at OIH	OIH Budget	November 2, 2022 - November 1, 2023
Professional Service Agreement	Police Department	The Dobbert Companies, Inc.	\$21,000	Replacement of broken cooling unit	Police Budget	October 21, 2022 - October 20, 2023
Amendment to Professional Service Agreement	Sewer Department	National Water Main Cleaning Company	N/A	Amend existing contract for CCTV year 4 - Cleaning and Repairs of the Sewer Lines to extend contract term	N/A	September 23, 2020 - December 31, 2022
Amendment to Purchase Agreement	Sewer Department	GEA Mechanical Equipment US, Inc.	N/A	Amend existing contract for Centrifuges for Sewer Plant to extend contract term	N/A	April 1, 2021 - December 31, 2022
Professional Service Agreement	Town Administration	Raftelis Financial Consultant, Inc.	\$25,000	Professional municipal finance, administrative & policy support services for Town Administration	Town Administration Budget	November 2, 2022 - June 30, 2023
Professional Service Agreement	Town Administration	Pierce-Cote	\$36,000	Professional communications & public relations management services	Town Administration Budget	November 2, 2022 - June 30, 2023

CONSENT AGENDA ITEMS FOR 11/2/2022 SELECT BOARD MEETING

1. Gift Acceptances

Recommend the acceptance of the following gifts to Town agencies:

- Natural Resources Department for the Shellfish Hatchery:
 - o \$8,000 from Cisco Brewers
- Nantucket Fire Department for benefit of Firefighters/EMTs:
 - o Food provisions valued at \$745.95 from Britt Newhouse
- Department of Culture & Tourism to support the Nantucket Cultural District:
 - o Events calendar kiosk valued at \$3,884.65 from ReMain Nantucket
- Human Services for the Saltmarsh Senior Center:
 - o \$100 from Nancy Rappaport
 - o \$250 from Kenneth & Deane Brasfield

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

Town Administration will ensure that letters of thanks are sent.

TOWN OF NANTUCKET NATURAL RESOURCES DEPARTMENT

131 PLEASANT STREET
NANTUCKET, MA 02554

(508) 228-7230



Select Board
16 Broad Street
Nantucket, MA 02554
08/26/2022

Dear Board Members,

On behalf of the Natural Resources Department we are requesting that the Select Board accept the following gift of \$8,000.00 from Cisco Brewers. This donation was a percentage of the proceeds from the Trashion show and will be put towards the Shellfish Hatchery.

We will be in attendance at the upcoming meeting of the Board to answer any questions that you have in regard to this gift acceptance. Thank you for your attention to this matter.

Sincerely,



Jeff Carlson,
Town of Nantucket
Natural Resources Director

Nantucket Fire
Department
4 Fairgrounds Road
Nantucket, MA 02554
Tel: (508) 228-2324
Fax: (508) 325-7500



September 19, 2022

SELECT BOARD
16 BROAD ST
NANTUCKET, MA 02554

Re: BRITT NEWHOUSE c/o
CHLOE CARVER
CC PROVISIONS LLC

Dear Chair Bridges:

BRITT NEWHOUSE has made a generous donation of \$745.95 to fund the Fire Department in food provisions for the benefit of FF/EMT members. We are requesting that the select board authorize the transfer of this donation to the training account.

Please let us know if you have any questions or need anything further.

Thank you,

A handwritten signature in black ink, appearing to read "Martin Greene", is written over a horizontal line.

Martin Greene, Interim Chief

MG/
Enclosure



Agenda Item Summary

Agenda Item #	VIII. 1.
Date	11/2/2022

Staff

Shantaw Bloise-Murphy, Director – Culture & Tourism

Subject

Acceptance of gift of kiosk for Nantucket Cultural District

Executive Summary

ReMain Nantucket has offered to donate a surplus events calendar kiosk to the Department of Culture and Tourism in support of the Nantucket Cultural District. The kiosk has been in use by the Department since July 2022 and has proven to be a valuable asset. It is located on the first floor of the Thomas Macy Warehouse, 12 Straight Wharf.

The kiosk is valued at \$3884.65. The software license costs \$255 per year. While there are no monthly maintenance fees associated with the upkeep of the kiosk, in the event of a rare power outage or glitch, Novation Media is equipped to service the machine at a cost of \$60 per hour.

Staff Recommendation

Accept the gift of the Events Kiosk

Background/Discussion

N/A

Impact: Environmental ☐ Fiscal ☐ Community ☒ Other ☐

The events calendar kiosk serves as an extension of the Nantucket Cultural District's website, offering another avenue for local Cultural Partners and Organizations to promote their events and initiatives to visitors and residents alike. Additionally, it offers community members a one-stop-shop for finding weekly cultural events happening in the District.

Board/Commission Recommendation

N/A

Public Outreach

N/A

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

N/A



Attachments

Donation Letter from Cecil Jensen of ReMain Nantucket and photos of the kiosk.





Shantaw Bloise-Murphy
Director of Culture & Tourism
Town of Nantucket
25 Federal Street
Nantucket, MA 02554

October 17, 2022

Dear Shantaw:

It is our pleasure to inform you that ReMain Nantucket, LLC ("Grantor") would like to donate the Nantucket Cultural District kiosk located at 12 Straight Wharf, Nantucket, MA to the Department of Culture & Tourism, Nantucket, MA ("Grantee"). The kiosk was installed on 7/15/2022 and cost \$3884.65.

By accepting this gift, you confirm that the Department OF CULTURE AND TOURISM is a governmental unit within the meaning of sections 170(b)(1)(A)(v) and 170(c)(1) of the Internal Revenue Code and agree to use the grant funds exclusively for public purposes.

Grantee accepts the Gift on an "AS IS" basis, with no representations or warranties, either express or implied, including, without limitation, any implied warranties of fitness. You are responsible for all ongoing maintenance and management of the Gift.

You agree, to the fullest extent permitted by law, to defend, indemnify, and hold harmless Grantor, its officers, directors, trustees, employees, and agents, from and against any and all claims, liabilities, losses, and expenses (including reasonable attorneys' fees) directly, indirectly, wholly, or partially arising from or in connection with any act or omission of You, its officers, directors, trustees, employees or agents, in accepting the Gift, in use of the Gift, except to the extent that such claims, liabilities, losses, or expenses arise from or in connection with any gross negligence or willful misconduct of Grantor, its officers, directors, trustees, employees or agents.

In external communications, acknowledgements, any publication, public relations announcement or press release concerning this Grant, you will acknowledge ReMain Nantucket.

We are very supportive of the Nantucket Cultural District's mission to promote the various arts and cultural events of Nantucket to both our local community as well as our seasonal visitors. We wish you every success with your mission.

Regards,

DocuSigned by:

A handwritten signature in black ink that reads "Cecil Barron Jensen".

1CB8C214E2B54FA...

Cecil Barron Jensen
Executive Director
ReMain Nantucket
58 Main Street
Nantucket, MA 02554
10/18/2022

No time to scroll through the kiosk? Scan this QR code to take the event calendar with you.



www.nantucketculturaldistrict.org
[@nantucket_cultural_district](https://twitter.com/nantucket_cultural_district)

Photo: Chris Houghton; Photo: David Houghton; Photo: David Houghton; Photo: David Houghton; Photo: David Houghton; Photo: David Houghton; Photo: David Houghton; Photo: David Houghton; Photo: David Houghton; Photo: David Houghton





The poster is divided into three columns, each with an icon and text:

- Column 1:** Icon of a hand tapping a screen. Text: "Tap the screen".
- Column 2:** Icon of a magnifying glass. Text: "Discover events & programs".
- Column 3:** Icon of a ticket. Text: "Scan QR codes to reserve your spot".

Below these columns are three images: a stage performance, a person holding a QR code, and a crowd at an event.

At the bottom of the poster, there is a QR code and the text: "No time to scroll through the kiosk? Scan this QR code to take the event calendar with you." To the right of the QR code is the website and social media information: "www.nantucketculturaldistrict.org" and "@nantucket_cultural_district".



NCD
Nantucket Cultural District

Discover the best of arts, culture, science, and history here on Nantucket!



Tap the screen

Discover events & programs

Scan QR codes to reserve your spot



No time to scroll through the kiosk? Scan this QR code to take the event calendar with you.



www.nantucketculturaldistrict.org
@nantucket_cultural_district





MEMO

Date: October 25, 2022

TO: Jason Bridges, Select Board Chair

CC: Jerico Mele, Director of Human Services

FROM: Laura Stewart, Saltmarsh Senior Center, Program Coordinator

RE: Request for acceptance of gift

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

From Nancy Rappaport: \$100.00 gift to the Saltmarsh Senior Center

From Kenneth and Deane Brasfield: \$250.00 gift to the Saltmarsh Senior Center

Thank you,

Laura Stewart

from the desk of.....

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

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



Agenda Item Summary

Agenda Item #	IX. 1.
Date	11/2/2022

Staff

Erika D. Mooney, Operations Administrator

Subject

Request for Waiver of Sewer Connection Permit Fee for Covenant Lot Located at 28 South Shore Road (Lot 2B on Plan No. 2021-23).

Executive Summary

In accordance with the Board's Sewer Waiver Policy for covenant properties, Randi Alberry Herrick is requesting a waiver of the Sewer Connection Permit Fee in conjunction with the covenant lot she owns at 28 South Shore Road (portion).

Staff Recommendation

Approve the Sewer Connection Permit Fee waiver, consistent with past practice.

Background/Discussion

This is a request in accordance with policy and past practice and will aid in the creation of year-round housing for the Herrick household specifically and the community overall.

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

Compliance with the Town's sewer policy. Support of year-round housing.

Board/Commission Recommendation

N/A

Public Outreach

N/A

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

Strategic Plan - Housing

Attachments

Email from Randi Alberry Herrick; Housing Nantucket Qualified Purchaser's Certificate; Housing Nantucket Certificate of Compliance (the lot is an approved covenant lot); 28 South Shore Rd, Lot 2B Deed; Survey Plan; Sewer Fee Waiver Policy (as updated on 12/3/2020)



From: [Erika Mooney](#)
To: [Erika Mooney](#)
Subject: Sewer connection fee waiver
Date: Thursday, October 27, 2022 3:47:46 PM

From: Randi Alberry <randi.a.alberry@gmail.com>
Sent: Monday, October 24, 2022 10:13 PM
To: Erika Mooney <EMooney@nantucket-ma.gov>
Subject: Sewer connection fee waiver

Dear Select Board,

I respectfully submit a formal request that the sewer connection permit fee be waived for my covenant lot at 28 South Shore Road. Please see attached documentation.

Thank you,
Randi

Thank you!
Randi Herrick

This email was scanned by Bitdefender



Bk: 1828 Pg: 88 Page: 1 of 1
Doc: CERT 05/28/2021 02:51 PM

75 Old South Road • P.O. Box 3149 • Nantucket, MA 02554 • Tel: 508.228.4422

Nantucket Housing Needs Covenant Program Qualified Purchaser's Certificate

This certifies that the household comprised of the following individuals:

Randi A. Alberry

has/have submitted sufficient proof to meet the criteria outlined in the Nantucket Housing Needs Covenant Regulation for the above referenced subprogram.

Issue Date: **February 16, 2021**

Valid Through: **February 16, 2022**

Nantucket Housing Authority by NHA Properties, Inc., its Agent
d/b/a Housing Nantucket, by Executive Director:
(for authority, please see Book 1262, Page 340)

Anne Kuszpa

THE COMMONWEALTH OF MASSACHUSETTS

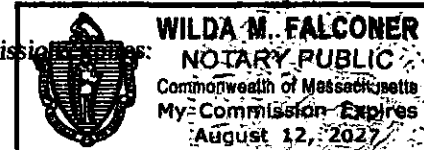
Nantucket County, ss.

February 18, 2021

On this 18 day of February 2021, before me, the undersigned Notary Public, personally appeared Anne Kuszpa, proved to me through satisfactory evidence of identification, which was personal knowledge of the undersigned, to be the person whose name is signed above, and acknowledged to me that she signed it voluntarily for its stated purpose.

Notary Public

My commission expires:



MAINTENANCE COUNTY Received & Entered
Attest: Jennifer H. Ferraioli Register of Deeds

Housing the Nantucket Community Since 1994

housingnantucket.org

Affordable Rentals House Recycling Advocacy Covenant Homes Education Resources



Bk: 1828 Pg: 114 Page: 1 of 1
Doc: CERT 05/28/2021 02:51 PM

75 Old South Road • P.O. Box 3149 • Nantucket, MA 02554 • Tel: 508.228.4422

**Nantucket Housing Needs Covenant Program
Secondary Lot Subprogram
Certificate of Compliance**

This certifies that purchase by the *Qualified Purchaser(s)*:

Randi A. Alberry

from the *Qualified Seller(s)*:

Doug Carlson and Kristopher Megna

complies with the Nantucket Housing Needs Covenant and Nantucket Housing Needs Covenant Regulation for the above referenced Subprogram, for the conveyance, sale or transfer of the unit known as:

a portion of 28 South Shore Road

including, but not limited to: Unit sale price being at or below the applicable Maximum Sale/ Resale Price of \$888,515. Qualified Seller having paid the applicable Transfer Fee to Housing Nantucket; execution of the applicable form of the Nantucket Housing Needs Covenant; execution of the Nantucket Housing Needs Program Authority Mortgage.

Nantucket Housing Authority by NHA Properties, Inc., its Agent
d/b/a Housing Nantucket, by Executive Director:
(for authority, please see Book 1262, Page 340)

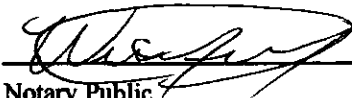

Anne Kuszpa, Executive Director

THE COMMONWEALTH OF MASSACHUSETTS

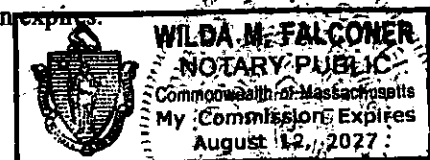
May 26 2021

Nantucket County, ss.

On this 26 day of May 2021, before me, the undersigned Notary Public, personally appeared Anne Kuszpa, proved to me through satisfactory evidence of identification, which was personal knowledge of the undersigned, to be the person whose name is signed above, and acknowledged to me that she signed it voluntarily for its stated purpose.


Notary Public

My commission expires



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

Housing the Nantucket Community Since 1994

housingnantucket.org

Affordable Rentals House Recycling Advocacy Covenant Homes Education Resources



Bk: 1828 Pg: 89 Page: 1 of 5
Doc: DD 05/28/2021 02:51 PM

Property address:

Lot 2B a portion of
28 South Shore Road
Nantucket, Massachusetts

STATUTORY QUITCLAIM DEED

KRISTOPHER MEGNA AND DOUGLAS CARLSON, as Tenants in Common, having mailing address of 403 Waltham Street, Lexington, Massachusetts 02421, for consideration paid in the amount of THREE HUNDRED FIFTY THOUSAND AND 00/100 (\$350,000.00) DOLLARS, grant to Randi A. Alberry, having mailing address of 20 1/2 Mary Ann Drive, Nantucket, Massachusetts 02554, with QUITCLAIM COVENANTS,

That certain parcel of land together with all improvements situated thereon in the Town and County of Nantucket, Commonwealth of Massachusetts, known and numbered as Lot 2B being a portion of 28 South Shore Road, described as follows:

Beginning at a point 120.00' southeasterly from South Shore Road to the Northwesterly corner of the lot to be conveyed; thence

S 68 degrees 57' 50" E by land now or formerly of Ramos Family Realty Trust, one hundred feet (100.00), more or less for a corner; thence

S 21 degrees 02' 10" W by land now or formerly of Nathaniel E. Lowell, et al, twenty feet (20.00),

more or less for a corner; thence

S 68 degrees 57' 50" E by land now or formerly of Nathaniel E. Lowell, et al, twenty feet (20.00), more or less for a corner; thence

S 12 degrees 25' 08" W by land now or formerly of Nathaniel E. Lowell, et al, one hundred eighteen and 01/100 feet (118.01), more or less for a corner; thence

N 69 degrees 42' 03" W by other land of the Grantor and shown as Lot 2A on the below mentioned plan, one hundred thirty-one and 70/100 feet (131.70), more or less for a corner; thence

N 18 degrees 08' 08" E by other land of the Grantor and shown as Lot 1B on the below mentioned plan, one hundred eighteen and 53/100 feet (118⁵³), more or less; thence continuing

N 21 degrees 02' 10" E by other land of the Grantor and shown as Lot 1B on the below mentioned plan, twenty feet (20.00), more or less to the point and place of beginning.

Said premises is shown as Lot 2B and containing approximately 16,800.00 square feet, on a plan of land entitled "Plan of Land in Nantucket, Mass." drawn by Earl & Sullivan, Inc., and recorded at the Nantucket Registry of Deeds in Plan File 2021-23.

Subject to the reservation to the grantor and a restriction that prohibits the lot 2B, conveyed herein, from being improved in any manner that results in an aggregate ground cover, as defined in Chapter 139-2 of the Nantucket Bylaw, exceeding 780.00 +- square feet, and the Grantor reserves any additional ground cover that is available to lots 2A, and 2B conveyed herein, to be used exclusively by the Grantor to improve Lot 2A. The terms and provisions of this Easement shall be binding upon and inure to the benefit of GRANTOR, GRANTEE and their respective representatives, successors and assigns. The burdens hereof shall run with the land and be appurtenant thereto, with the effect that any person or entity which acquires an interest in the Grantor's property or Grantee's property shall be entitled to the benefits and be bound by the

burdens hereof upon transfer by Grantor or Grantee of their respective properties.

Grantor hereby gives, grants and conveys to Grantee for its perpetual use and for use a permanent, non-exclusive 22.00' wide foot wide utility and access easement for vehicular or foot access, ingress and egress in common with the Grantor, across or under that portion of the Grantor's property being Lot 1B set forth on the above-mentioned plan above for the passage of by vehicles and pedestrians in connection with the use and enjoyment of t both parties and to install water, sewer, gas and electric utilities under said easement area to access South Shore Road, so called, for purposes of ingress and egress and for such other use as ways may be used in the Town and County of Nantucket. Notwithstanding anything contained in this easement to the contrary, the Grantor or Grantee shall not park in or construct or maintain any improvement(s), fence(s), wall(s), curb(s) or other barrier(s) of any kind whatsoever which would prevent the passage of vehicular and/or pedestrian traffic over the easement area. Grantee and Grantor shall equally be responsible to maintain in good condition and repair, or cause to be maintained and kept in repair, at its sole cost and expense, the easement area. The maintenance and repair obligation hereunder shall include without limiting its generality, the following: (i) keeping the surfaces of the land and access thereto in clean, uncluttered, orderly and sanitary condition, including replacements as necessary; removing, when reasonably necessary, debris, papers, filth, and other refuse and thoroughly sweeping or mowing the area to the extent reasonably necessary to keep the areas in a neat, clean and orderly condition. The Grantee and Grantor, its successors and assigns, further agree that their responsibility to pay for the cost of maintenance and repair said driveway easement shall equal; and (ii) Grantee agrees to maintain general liability and property damage insurance naming Grantor as an additional insured, and Grantor's successors in title, with respect to Grantor's property. Grantee agrees to provide evidence of insurance coverage to the other party within fifteen (15) days of receipt of a written request. Said policy shall be written by reputable companies licensed to do business in Massachusetts and shall require that each insurer give Grantor, and Grantor's successors in title, at least twenty (20) days advance written notice of any cancellation thereof. The terms and provisions of this easement shall be binding upon and inure to the benefit of Grantor, Grantee and their respective representatives, successors and assigns. The benefits and burdens hereof shall run with the land and be appurtenant thereto, with the effect that any person

or entity which acquires an interest in the Grantor's property or Grantee's property shall be entitled to the benefits and be bound by the burdens hereof upon transfer by Grantor or Grantee of their respective properties, the transferor shall be relieved of any further liability for performance of its obligations hereunder. Each party does hereby release, indemnify and promise to defend and save harmless the other party from and against any and all liability, loss, damage, expense, actions, and claims, including reasonable attorney fees and costs incurred by the other party in defense thereof, asserted or arising directly or indirectly on account of the wrongful or negligent acts or omissions of the indemnifying party, their servants, agents, licensees, invitees, employees and contractors; provided, however, this paragraph does not purport to indemnify any party against liability for damages arising out of bodily injury to persons or damage to property caused by or resulting from the sole negligence of the party itself, its agents or employees.

In the event a party disturbs or damages in any way as a result of installation of its utilities or permitted activities hereunder, that party shall, at its cost, immediately restore the condition of the easement area as near as reasonably possible to that existing prior to entry by the party.

Being a portion of land conveyed to this grantor by deed of Nantucket Homes for People, Inc., by deed dated January 14, 2021 and recorded with the Nantucket Registry of Deeds in Book 1796 Page 90; and a portion of land conveyed to this grantor by deed of the Town of Nantucket by deed dated January 28, 2021 and recorded with the Nantucket Registry of Deeds in Book 1801 Page 9.

We, KRISTOPHER MEGNA AND DOUGLAS CARLSON, hereby certifies that no one has occupied the land as a principal residence or is entitled to claim the benefit of an existing estate of homestead in the property by court order or otherwise.

Witness our hands and seals this 27th day of May 2021.

MASSACHUSETTS EXCISE TAX
Nantucket County ROD #18001 **KAB**
Date: 05/28/2021 02:51 PM
Ctri# 485317 05643 Doc# 00002231
Fee: \$1,566.00 Cons: \$350,000.00

NANTUCKET LAND BANK CERTIFICATE	
☐ Paid \$	
☒ Exempt	m
☐ Non-applicable	
43302	5/28/21
No.	Date
Authorization	<i>SM</i>


KRISTOPHER MEGNA

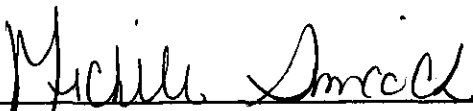


 DOUGLAS CARLSON

COMMONWEALTH OF MASSACHUSETTS

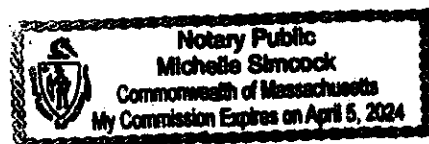
Middlesex, ss.

On this 27th day of May, 2021, before me, the undersigned notary public, personally appeared KRISTOPHER MEGNA AND DOUGLAS CARLSON, proved to me through satisfactory evidence of identification, which were drivers licenses, to be the persons whose names are signed on the preceding or attached document, and acknowledged to me that they signed voluntarily for its stated purpose and who swore or affirmed to me that the contents of the document are truthful and accurate to the best of their knowledge and belief.

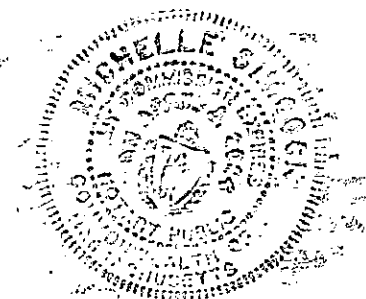


 Notary Public

My Commission Expires:



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



2021-00000023
Bk: Pg: 0 Page: 0
Doc: PLAN 04/09/2021 09:06 AM

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

Lot A. Sullivan 02/19/2021
PROFESSIONAL LAND SURVEYOR DATE



NANTUCKET REGISTRY OF DEEDS

Date: April 9, 2021

Time: 9:06 AM

Plan No.: 2021-23

Attest: Jennifer H. Ferreira
Register

Sheet 1 of 1

RESERVED FOR REGISTRY USE ONLY

ZONING CLASSIFICATION
DISTRICT: LUG 1 = LIMITED USE GENERAL 1

MINIMUM LOT SIZE = 40,000 Sq. Ft.
MINIMUM FRONTAGE = 100 FT.
FRONT YARD SETBACK = 35 FT.
REAR & SIDE LINE SETBACK = 10 FT.
MAX. GROUND COVER RATIO = 7%

SOUTH SHORE ROAD
PUBLIC - 66 FT WIDE
LAYOUT 7 ROAD PLAN BOOK 2, PG. 172
GRASS STRIP
BIT. DRIVE BIKE PATH
N 27°02'14" E
202.00'

LOT 1B
AREA=16,960 S.F.

LOT 2B
AREA=16,800 S.F.

LOT 1A
AREA=25,440 S.F.

LOT 2A
AREA=25,200 S.F.

BLUEBERRY LANE
PRIVATE - 40 FT WIDE
BIT. PAVEMENT
DHCBD FND.

HANCOCK STREET
(NOT CONSTRUCTED)
NAPHEVEL E LOVELL and
ANDREA J. PETER
DHCBD FND.



PLAN FILE 10-A

REFERENCES:
PLAN: PLAN NO. 2020-60; PLAN NO. 2020-57
DEED: 00 BK. 1196, PG. 90; 00 BK. 1501, PG. 144
ASSESSORS MAP: 60 PARCEL: 178

BEING A SUBDIVISION OF LOTS 1 and 2
AS SHOWN ON PLAN NO. 2020-60,
and PARCELS 2, 3, & 5
AS SHOWN ON PLAN NO. 2020-57

**PLAN OF LAND
IN
NANTUCKET, MASS.**

SCALE: 1"=30' DATE: FEB. 19, 2021
PREPARED FOR: KRISTOPHER MEGNA and
DOUGLAS CARLSON

EARLE & SULLIVAN, INC.
PROFESSIONAL LAND SURVEYORS
6 YOUNGS WAY
NANTUCKET, MA 02554
508-332-4008

I HEREBY CERTIFY TO THE BEST OF MY KNOWLEDGE
THAT THE PREMISES SHOWN ON THIS PLAN ARE
LOCATED WITHIN ZONE X AS DELINEATED
ON THE FIRM OF COMMUNITY NO. 250230;
MASS. EFFECTIVE JUNE 9, 2014 BY THE FEDERAL
EMERGENCY MANAGEMENT AGENCY.

THE PLANNING BOARD DETERMINES THAT:

LOTS 1A, 1B, 2A, AND 2B DO NOT CONTAIN AREAS SUBJECT TO PROTECTION
UNDER THE MASSACHUSETTS WETLANDS PROTECTION ACT WHICH ARE REQUIRED TO BE
EXCLUDED FROM LOT AREA UNDER THE NANTUCKET ZONING BY-LAW BUT STILL MAY BE
SUBJECT TO PROTECTION UNDER STATE AND LOCAL WETLAND BYLAWS. DETERMINATION
OF APPLICABILITY MAY BE OBTAINED THROUGH APPLICATION TO THE CONSERVATION
COMMISSION.

LOTS SHOWN HEREIN COMPLY WITH THE
MINIMUM LOT REQUIREMENTS AS PROVIDED
BY THE NANTUCKET ZONING BY-LAW,
CH. 139 SECT. B C SECONDARY RESIDENTIAL LOTS.

PLANNING BOARD ENDORSEMENT DOES
NOT CONSTITUTE A DETERMINATION OF
CONFORMANCE UNDER ZONING.

NANTUCKET PLANNING BOARD

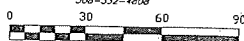
APPROVAL UNDER THE
SUBDIVISION CONTROL LAW
NOT REQUIRED

Andrew M. McNamee
David Brown

DATE SIGNED: March 5, 2021

FILE NO. PL SUB-2021-03-

00137 ES-636





TOWN & COUNTY OF NANTUCKET
SELECT BOARD
POLICY FOR SEWER FEE WAIVER REQUESTS
Adopted: 07/20/2016; Revised 10/24/2018, 12/03/2020

I. Policy.

The Select Board, acting as the Nantucket Sewer Commission pursuant to Chapter 396 of the Acts of 2008, and in accordance with Chapter 38, Article III, section 38-3B of the Code of the Town of Nantucket, has the authority to waive any town fee or charge, upon a determination that the public interest so requires.

The Select Board hereby determines that it is in the public interest to encourage the production of affordable housing, including workforce housing units for the Island's working population. Therefore, the Select Board will consider, on a case-by-case basis, waivers of one or both of the Town's fees relating to the connection of dwelling units that are located in an existing Sewer District as established under Chapter 396 of the Acts of 2008.

II. Sewer Connection and Sewer Capacity Fee Waivers.

The Select Board may, at its discretion, waive the sewer connection fee or the Sewer Capacity Fee upon the request of a property owner, developer, or public entity seeking to connect one or more dwelling units to the Town's sewer system if such unit or units are bound by a permanent affordable housing deed restriction in a form acceptable to the Town and enforceable by the Town, and provided that the dwelling unit or units are part of a project where a minimum of 25% of the units are eligible for inclusion on the Town's Subsidized Housing Inventory ("SHI") as maintained by DHCD or any successor agency and provided that the developer and/or unit owner shall cooperate fully with the Town in obtaining SHI status for the eligible unit or units by timely providing all required documentation and notifying the Town Manager when a building permit issues and when an occupancy permit issues.

In the case where less than all of the units in the project are income-restricted, the Select Board may waive up to 100% of both sewer fees where the unit is restricted at 80% AMI or less, up to 75% of both fees where the unit is restricted between 81% and 100% AMI, and up to 50% of both fees where the unit is restricted between 101% AMI and 150% AMI. In the case where all of the units in a project are income-restricted, 100% of both sewer fees may be waived as long as a minimum of 25% of the total number of units are SHI-eligible. In exercising its discretion, in applying the policy, the Select Board may consider the total value of Town subsidies for the project, including closing cost assistance, direct grants, land contribution by the Town, other fee waivers, and market rate sales in the project.

In the case of dwelling units that are subject to a permanent affordable housing covenant meeting the requirements of Chapter 301 of the Acts of 2002, and Chapter 100 of the Code of Nantucket, the Select Board may, in its discretion, waive all or a portion of the sewer connection fee.



Agenda Item Summary

Agenda Item #	IX. 2.
Date	11/2/2022

Staff

Tucker Holland, Housing Director

Subject

Proposed Revisions to Sewer Fee Waiver Policy

Executive Summary

Following earlier discussions by the Board of potential desired changes to the Sewer Fee Waiver Policy, most recently at the Board's September 14, 2022 meeting, the attached revised policy incorporates two additional provisions to the Board's existing policy: 1) the addition of 175% AMI units to be treated in a similar manner to Covenant Homes, and 2) a new provision that would allow waiving a portion of the sewer fees on rental units that counted on the Town's Subsidized Housing Inventory and where significant sewer infrastructure investment was made by a private party to the benefit of the Town.

Staff Recommendation

In prior discussion on the topic, the Board as a whole seemed to want to address both of these issues in furtherance of its and the public's interest in encouraging the development of year-round housing and remaining in Safe Harbor. Therefore, staff recommends supporting these revisions subject to any further wording clarification Town Counsel deems appropriate.

Background/Discussion

Regarding the addition of the 175% units, this seems like a natural extension of the Board's overall housing policy / strategic goals particularly around providing greater homeownership opportunity. The Affordable Housing Trust's Closing Cost Assistance Program presently serves households at the 175% AMI level. The sewer fee waiver recommendation in this case is for the connection fee only, consistent with the Board's present policy for Covenant Homes. There are 10 or fewer known homes that would fall into the 175% AMI category.

Regarding the second proposed alteration to the policy, this is intended to address prior discussion by the Board and Richmond. This alteration would be consistent with a Board belief that it is in the public interest to encourage the furtherance of rental housing development that is SHI-eligible and where the Town concurrently is getting a material investment in public sewer infrastructure.

There is no question at all that Richmond entered into their project based on certain assumptions around fees, has made significant progress in the Meadows II arena of their development where they have created 122 rental units – over 25% affordably restricted through a collaboration with the Affordable Housing Trust – which all are serving the year-round community today.



There is also no debate that development costs have increased materially during the pandemic period and inflation is real.

As you will see in an accompanying AIS for the November 2nd meeting, the known financial impact of this request could be up to \$474,000.

While there can be projects that would qualify for this second waiver proposed in the future, none are presently on the radar. As presently contemplated, for example, Ticcoma Green and Surfside Crossing would not be eligible for this waiver.

In neither case with respect to the two sewer waiver proposals would the waiver be proposed to be retroactive to permits already issued and paid for prior to the adoption of the new sewer fees adopted in June 2020.

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

In furtherance of the Board's desire to promote year-round ownership opportunities and address the Town's SHI requirements and remain in Safe Harbor.

Board/Commission Recommendation

N/A

Public Outreach

Select Board meeting discussion on September 14, 2022.

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

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

Attachments

1. Proposed Revised Sewer Fee Waiver Policy 11/02/2022



Proposed Revisions 11/2/2022

TOWN & COUNTY OF NANTUCKET

SELECT BOARD

POLICY FOR SEWER FEE WAIVER REQUESTS

Adopted: 07/20/2016; Revised 10/24/2018, 12/03/2020

I. Policy.

The Select Board, acting as the Nantucket Sewer Commission pursuant to Chapter 396 of the Acts of 2008, and in accordance with Chapter 38, Article III, section 38-3B of the Code of the Town of Nantucket, has the authority to waive any town fee or charge, upon a determination that the public interest so requires.

The Select Board hereby determines that it is in the public interest to encourage the production of affordable housing, including workforce housing units for the Island's working population. *The Board hereby further determines that is in the public interest to encourage the production of housing units that qualify on the Town's Subsidized Housing Inventory, particularly where they contribute to a period of Safe Harbor relative to the Commonwealth's Chapter 40B law.*

Therefore, the Select Board will consider, on a case-by-case basis, waivers of one or both of the Town's fees relating to the connection of dwelling units that are located in an existing Sewer District as established under Chapter 396 of the Acts of 2008.

II. Sewer Connection and Sewer Capacity Fee Waivers.

The Select Board may, at its discretion, waive the sewer connection fee or the Sewer Capacity Fee upon the request of a property owner, developer, or public entity seeking to connect one or more dwelling units to the Town's sewer system if such unit or units are bound by a permanent affordable housing deed restriction in a form acceptable to the Town and enforceable by the Town, and provided that the dwelling unit or units are part of a project where a minimum of 25% of the units are eligible for inclusion on the Town's Subsidized Housing Inventory ("SHI") as maintained by DHCD or any successor agency and provided that the developer and/or unit owner shall cooperate fully with the Town in obtaining SHI status for the eligible unit or units by timely providing all required documentation and notifying the Town Manager when a building permit issues and when an occupancy permit issues.

In the case where less than all of the units in the project are income-restricted, the Select Board may waive up to 100% of both sewer fees where the unit is restricted at 80% AMI or less, up to 75% of both fees where the unit is restricted between 81% and 100% AMI, and up to 50% of both fees where the unit is restricted between 101% AMI and 150% AMI. In the case where all of the units in a project are income-restricted, 100% of both sewer fees may be waived as long as a minimum of 25% of the total number of units are SHI-eligible. In exercising its discretion, in applying the policy, the Select Board may consider the total value of Town subsidies for the project, including closing cost assistance, direct grants, land contribution by the Town, other fee waivers, and market rate sales in the project.

In the case of dwelling units that are subject to a permanent affordable housing covenant meeting the requirements of Chapter 301 of the Acts of 2002, and Chapter 100 of the Code of Nantucket, *or are subject to a permanent deed restriction serving households at 175% AMI or less that is satisfactory to the Town*, the Select Board may, in its discretion, waive all or a portion of the sewer connection fee.

In addition to those waivers which the Select Board may grant for income-restricted dwelling units, during the period in which the Town is under its 10% requirement relative to the Commonwealth's Chapter 40B law, the Select Board may also determine that it is in the public interest to consider reductions only, on a case-by-case basis, to one or both of the Town's fees required as a condition of the connection of unrestricted, so-called 'market-rate', dwelling units within a Workforce Rental Community, as such is defined and described in Section 139-2 and Section 139-8(D)(2) of the Town of Nantucket Zoning Bylaw, that are located in an existing Sewer District as established under Chapter 396 of the Acts of 2008, to encourage the further development of mixed-income rental housing communities and private investment in the creation, upgrade, extension, replacement, and repair of private and public sewer infrastructure serving the Town of Nantucket and its citizens and landowners.

Accordingly, it is the Nantucket Sewer Commission's policy that the Select Board may, at its discretion, reduce the Sewer Connection Fee or the Sewer Capacity Fee, or both, upon the request of a property owner, developer, or public entity (i.e., the 'applicant') seeking to connect one or more unrestricted rental dwelling units to the Town's sewer system if:

- (1) The applicant's project or development has or will provide for the funding and / or physical construction of specific sewer system improvements which are deemed a benefit or improvement to nearby or abutting public and private landowners, in addition to the applicant's project or development; and*
- (2) The applicant's project or development has or will provides for the funding and / or physical construction of approved* mitigation measures or capital improvements to the Town of Nantucket's municipal sewer system (or components thereof) including, for example, upgrades to one or more municipal sewer pumping station[s], upgrades to the diameter, capacity, or operating performance of municipal sewer mains, manholes, or other infrastructure); and*
- (3) The cumulative cost of the sewer improvements and / or mitigation measures contemplated in subparagraphs (1) and (2) above incurred or reasonably estimated to be incurred by the applicant meets or exceeds a sum equal to fifty (50%) percent of the total amount** of sewer service connection fees and sewer capacity utilization fees that would be due and payable for all unrestricted units which the applicant is seeking connection if no waiver or reduction were to be granted pursuant to the Select Board's Policy for Sewer Fee Waiver Requests; and*
- (4) All of the rental dwelling units within the applicant's project or development are eligible for certification to the Town of Nantucket Subsidized Housing Inventory (SHI), as such*

is established and maintained by the Commonwealth of Massachusetts Department of Housing and Community Development (DHCD).

Provided that in the opinion of the Select Board the applicant's project or development is in the public interest and meets the foregoing criteria then the Select Board may, in its discretion, reduce (A) the per-unit Sewer Service Connection Fee to an amount not less than Five Hundred (\$500.00) Dollars per unrestricted / market rate dwelling unit, or such other amount as determined by the Select Board; and (B) the per-unit Sewer Capacity Fee to an amount not less than Seven Hundred (\$725.00) Dollars per bedroom (within each unrestricted / market rate dwelling unit), or such other amount as determined by the Select Board.



Agenda Item Summary

Agenda Item #	IX. 3.
Date	11/2/2022

Staff

Tucker Holland, Housing Director

Subject

Request from Richmond Development Group for partial waiver on market rate rental units that count on Town's subsidized housing inventory and where a material sewer infrastructure investment benefitting the public has been made.

Executive Summary

Richmond seeks approval for partial sewer fee waivers on its market rate units that qualify under the Board's Revised Sewer Fee Waiver Policy (as of 11/2/2022, should revisions be adopted at this meeting) which would amount to a \$474,000 difference in sewer fee revenue under the new sewer fee structure if granted in full.

Staff Recommendation

Assuming the Board adopts the relevant provision of the Revised Sewer Fee Waiver Policy in another agenda item this evening (11/2/2022), conditionally approve the request to waive the sewer connection fee subject to concurrence that the requester has met all provision requirements under the applicable portions of the Sewer Fee Waiver Policy to the satisfaction on the Finance Director, Sewer Director and Housing Director.

Background/Discussion

Approval of this request would be consistent with a Board belief that it is in the public interest to encourage the furtherance of rental housing development that is SHI-eligible and where the Town concurrently is getting a material investment in public sewer infrastructure.

There is no question at all that Richmond entered into their project based on certain assumptions around fees, has made significant progress in the Meadows II arena of their development where they have created 122 rental units – over 25% affordably restricted through a collaboration with the Affordable Housing Trust – which all are serving the year-round community today.

There is also no debate that development costs have increased materially during the pandemic period and inflation is real.

The financial impact of this request could be up to \$474k as illustrated in the attached calculations document. This would only apply to Phases II, III and IV of the project (see attached site map).



Richmond represents that it meets the sewer investment requirement of the revised policy, making “\$880,000 in direct common sewer improvements, pipes, mains, manholes, etc., and \$250,000 (so far) in our contribution to upgrade the sewer pumping station, so \$1,130,000 total hard investment.”

Note that the income restricted units are eligible for waivers under a different portion of the policy, and the Board would customarily grant these in line with the relevant income restriction for the unit(s).

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

In furtherance of the Board’s desire to encourage development of SHI-eligible units and achieve Safe Harbor.

Board/Commission Recommendation

N/A

Public Outreach

Select Board discussion on September 14th, 2022

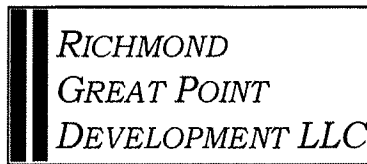
Connection to Existing Applicable Plan (i.e., Strategic Plan, Master Plan, etc.)

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

Attachments

1. Letter of request from Richmond 2/26/2021
2. Sewer Fee Calculation Chart
3. Meadows II Site Map





Richmond Great Point Development LLC
23 Concord Street
Wilmington, Massachusetts 01887
(979) 988-3900

February 26, 2021

TOWN OF NANTUCKET
SEWER COMMISSION
16 Broad Street
Nantucket, Massachusetts 02554

TOWN OF NANTUCKET
SEWER DEPARTMENT
81 South Shore Road
Nantucket, Massachusetts 02554

Attention: Dawn E. Hill Holdgate, Chair, Sewer Commission
David Gray, Sr., Sewer Department Director

Subject: Request and Documentation for Sewer Connection and Sewer Capacity Fee Grandfathering
(Updated) Rules and Regulations of the Sewer Department- Adopted May 20, 2020
Article II, Section 336-11 (Connection Fee) and Article II, Section 336-13 (Capacity Fee)
Meadows II and Sandpiper Place I and II (Workforce Housing) Development Projects

Dear Chair Holdgate and Mr. Gray:

The purpose of this correspondence, issued in our capacities as the property owners and the developers of the Meadows II Apartments (Workforce Housing) Development Project and of the Sandpiper Place I and II Homeownership (Workforce Housing) Development Project, being Richmond Meadows Two ACK LLC and Richmond Great Point Development LLC (respectively) is to request consideration of and to submit documentation supporting a grandfathering of the sewer connection fees and the (former) sewer privilege fees (now sewer capacity fees) which have been established under the (recently updated) Rules and Regulations of the Sewer Department of the Town of Nantucket, which were formally adopted by the Nantucket Sewer Commission on May 20, 2020.

We are seeking this requested grandfathering of the sewer connection fees and the sewer capacity fees for the rental apartment units and for the for-sale homes which remain to be built under the "workforce housing" zoning for these projects that was previously approved at the November 9, 2015 Special Town Meeting, and under the special permits that were previously approved for these projects by the Town of Nantucket Planning Board on February 16, 2017, and February 23, 2017 (respectively) as follows:

- The 94 market-rate apartment units (of the total 168 market-rate apartment units) within the 17 buildings (of the total 31 buildings) which remain to be built within the future phases of the Meadows II Apartments (Workforce Housing) Development Project, and
- The 84 market-rate and 175% AMI restricted single family and duplex homes (of the total 90 market-rate and 175% AMI restricted single family and duplex homes) which remain to be built within the Sandpiper Place I and the Sandpiper Place II Homeownership (Workforce Housing) Development Project.

Background and Context (As to the Updated Rules and Regulations)

Before providing the documentation and relevant justification for our grandfathering request, we (first) wanted to commend both the Sewer Commission and the Town Sewer Department for your efforts to update the Rules and Regulations of the Sewer Department of the Town of Nantucket.

- As one of the largest and most active landowners / developers in Nantucket, who navigate the permitting requirements of the Town for our multiple projects on an almost daily basis, we greatly appreciate the clarity and the higher level of detail that have been incorporated into the updated regulations.
- Further to this point, as the property owner / developer which has applied for and obtained in excess of one hundred sewer connection permits in the past several years, being by far the single largest applicant for such permits on the Island, we are particularly appreciative and supportive of the (streamlining and efficiency) that has been achieved through the electronic application and permitting system that is now available.

We know that Mr. Gray, Ms. Kebbati, Ms. Herrmann, and the entire Sewer Department staff have worked diligently to create this new system, and to make it available for use as soon as practicable, which makes the application and permitting review process much less duplicative and time-consuming. This has already proven to be a dramatic improvement over the previous (hand / carbon copy) methodology.

Background and Context (Specific to Richmond Housing Initiatives)

The two development projects for which we are respectfully requesting a grandfathering of the sewer connection fees and sewer capacity fees were the first "workforce housing" development projects that were proposed, reviewed, and approved in Nantucket under Section 139-8(D) of the Town of Nantucket Zoning Bylaw, through subdivisions and special permits issued by the Town of Nantucket Planning Board in January of 2017 and February of 2017. These evolved (and were codified) from Warrant Articles #1 and #2 which were considered and approved at the November 9, 2015 Special Town Meeting.

- The Meadows II Apartments Development Project, comprised of a total of 225 rental units, developed as a 31-building campus-style layout located on +/- 14 acres of land area. This project includes a total of 168 market rate rental units, and a total of 57 affordable rental units which are restricted for occupancy by tenants (households) who qualify at 80% or less of the Area Median Income (AMI) for Nantucket County.
- The Sandpiper Place I and II Homeownership Development Project, comprised of a total of 94 buildable lots (including 81 single family lots and 13 duplex lots) located on +/- 16 acres of land area. This project includes a total of 67 market rate buildable lots, a total of 12 lots upon which homes will be built which will be restricted for sale to buyers (households) who qualify at 175% or less of the Area Median Income (AMI) for Nantucket County, a total of 12 lots upon which homes will be built which will be restricted for sale to buyers (households) who qualify at 80% or less of the Area Median Income (AMI) for Nantucket County, and a total of 3 lots to be exchanged with Housing Nantucket, upon which homes will be built which will be restricted for sale to buyers (households) or occupancy by tenants (households) who qualify at 150% or less of the Area Median Income (AMI) for Nantucket County.

With respect to sewer connection / capacity approvals and fees, to date, sewer connection permits for a total of 98 total rental apartment units (of the 225 total rental apartment units) within the Meadows II Apartments Development Project have been obtained, and sewer connection permits for a total of 6 total buildable lots (of the 94 total buildable lots) have either been obtained, or in various stages of application, review, or issuance.

Sewer Connection Fees and Sewer Privilege (Now Capacity) Fees Paid to Date

- An increment of 74 of the 98 total rental apartment units built to date within the Meadows II Apartments Development are comprised of market rate units (sewer connection fees have been paid for all of these units, at a rate of \$500.00 per unit, totaling \$37,000).
- An increment of 24 of the 98 total rental apartment units built to date within the Meadows II Apartments Development are 80% AMI restricted units (the sewer connection fees for these units were waived by the Sewer Commission, in accordance with its policy for such affordable units).
- Sewer privilege fees, totaling \$88,500, have been paid for all of the (fourteen) buildings within the Meadows II Apartments Development which have been built to date.
- An increment of 5 of the 6 total homes under construction within the Sandpiper Place I and II Homeownership Development are comprised of market rate homes (sewer connection fees have been paid for all of these units, at a rate of \$500.00 per unit, totaling \$2,500).
- An increment of 1 home under construction within the Sandpiper Place I and II Homeownership Development is an 80% AMI restricted home (the sewer connection fee for this home was waived by the Sewer Commission, in accordance with its policy for such affordable homes).
- Sewer privilege fees, totaling \$31,610, have been paid for all of the (five) market rate homes currently under construction within the Sandpiper Place I and II Homeownership Development.

Relevant Permitting and Regulatory Agreements

Although no explicit fee grandfathering provisions were incorporated in them, the responsibility for and requirement to pay the applicable sewer connection fees and sewer privilege (now capacity) fees were incorporated in the permitting / mitigation agreements that were negotiated by and between Richmond Great Point Development LLC and the Town of Nantucket (primarily with and through the Select Board) which were documented in a series of written agreements which were issued in conjunction with the discretionary approvals that were granted by the Town for these projects.

As we are sure the Sewer Commission and the Department can understand and appreciate, the cost budgets and financing / viability calculations for these workforce housing initiatives (Meadows II and Sandpiper Place I and II) and the bank financing for these projects were all based on the particular and specific unit density, mitigation, and permitting provisions that were in place at the time that these various agreements were negotiated and entered into (back in 2015, 2016, and 2017).

- The new rules and regulations (adopted on May 20, 2020) eliminated the distinction / provision for the (\$500 per unit) sewer connection fees for rental apartments or homes connecting into sewer mains that were less than two years old. The sewer connection fee is now charged at a uniform (\$4,000 per unit) amount, a multi-exponential increase which is seven (7) times the prior fee.
- The (new) fees also make no distinction between single family, duplex, or multi-family units, make no distinction between rental units or ownership units, make no distinction related to number of bedrooms per unit (which are customarily the most critical indicator of actual sewage generation), make no distinction related to size of the units, or any other variables that might have an impact on actual sewage generation or impact on the local sewer infrastructure.
- As relates to the (former) sewer privilege fee (now the sewer capacity fee) which was previously charged on a per lot or per building basis, in the case of multi-family developments, under the new rules and regulations, this fee is now being charged on a per unit basis, even for multi-family structures which are located on the same lot.

- As relates to the two major (workforce housing) initiatives that we have described herein, the multi-exponential increase in sewer connection fees and the reclassification of the manner by which the (former) sewer privilege fee (now sewer capacity fee) is charged would translate to the following changes (increases) in future fees charged.

**Potential Increases in Future Sewer Connection and Sewer Capacity Fees
Richmond Nantucket – Workforce Housing Initiatives**

Meadows II Apts. (94 Units)	Prior Fees	Current Fees	Increase	Exponent
Sewer Connection Fees	47,000	376,000	329,000	7.00 X
Sewer Privilege (now Capacity) Fees	107,474	630,364	522,890	4.87 X
Subtotal (94 Units)	154,474	1,006,364	851,890	5.52 X

* **Note:** The Sewer Privilege Fee (now the Sewer Capacity Fee) was Charged at \$6,322 Per Building; this Fee would now be Charged at \$6,706 Per Unit

Sandpiper Place I & II (84 Homes)	Prior Fees	Current Fees	Increase	Exponent
Sewer Connection Fees	42,000	336,000	294,000	7.00 X
Sewer Privilege (now Capacity) Fees	531,048	563,304	32,256	0.06 X
Subtotal (84 Units)	573,048	899,304	326,256	0.57 X

Cumulative Total (178 Units)	727,522	1,905,668	1,178,146	1.62 X
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As depicted above, the potential increases to these fees, especially if charged retroactively, and having been instituted well after all of the myriad of permits for these two respective projects were approved, and well after all of the financial and other mitigation contributions (including both fees / exactions contributed and improvements funded and constructed) for the projects between the Town and Richmond had been fully negotiated and agreed to, are wholly and exponentially inequitable. This is especially true for the variety of reasons and based on the empirical information which is further provided below.

Exponentially Inequitable Nature of the Potential Increases

As relates to the elimination of the "new sewer" classification, where (lower) connection fees are charged for development which will be built along and connect to "new" sewers, as would be the case under the new regulations, the largest inequity related to the potential increases is the fact that the Richmond Meadows II and Sandpiper Place projects (if they are required to pay the increased fees) are tying into an entire network of new sewer mains and infrastructure which were funded and were constructed solely by Richmond, which essentially creates a "double jeopardy" inequity. None of the sewer mains and related sewer infrastructure within the project area were funded with any public funds or built by the Town.

- As a condition of the project approvals and as a means of mitigating the impacts of this new development, Richmond Great Point Development LLC funded and installed a total of +/- 1,600 linear feet (+/- 0.30 miles) of gravity sewer mains and sewer force mains within the major existing streets and new rights of way (including Lovers Lane, Greglen Avenue, Davkim Lane, Nancy Ann Lane, Ironwood Road, Beach Grass Road, Wildflower Drive, Harvey Road, and Sandplain Drive). In addition to serving Richmond's proposed development, these new sewers serve (and replaced many antiquated and failing septic systems) for properties which are owned / occupied by a wide variety of other property owners (not just Richmond). The cumulative construction cost to date of these "new sewers" (funded and built solely by Richmond) equals +/- \$880,000.
- In addition to the funding and construction of this extensive network of new sewers, as part of its project approvals, Richmond Great Point Development LLC further agreed to fund a series of upgrades to the Town's (existing) South Valley (Sewer) Pumping Station, in an amount up to \$375,000. This contribution benefits the entire Town sewer system, as well as surrounding existing and future development, not just that which is located within Richmond's properties.

As referenced above, the basis for the fees to be charged under the new regulations fails to take into consideration the significant differences in actual sewer generation and impact between different types of development, and between single family and multi-family housing. The failure to take these factors into account also exponentially and inequitably impacts the two major Richmond housing initiatives

It is a point of fact, and an accepted engineering / plumbing axiom that sewer generation and sewer impact from housing development is directly or close to directly correlated to the number of bedrooms per dwelling unit, and is then, secondarily (strongly) correlated to the size (in square footage) of the dwelling unit (all of which directly correlate to the number of (plumbing) fixtures per dwelling unit, which translates directly to the number of gallons of sewage generated per dwelling unit).

These facts and axioms are directly relevant to the magnitude of (inequitable) additional fees that the Richmond Meadows II and Sandpiper Place I and II housing initiatives would be required to pay in increased sewer connection and sewer privilege (now capacity) fees, especially for the multi-family units.

- To wit, on a dwelling unit by dwelling unit basis, multi-family dwellings (in this case, rental apartments) are significantly (and often exponentially) smaller than single family homes (in terms of square footage). Similarly, multi-family dwelling units (particularly rental apartments) have significantly (and often exponentially) fewer bedrooms per dwelling unit than single family homes; and also have significantly (often exponentially) fewer (plumbing) fixtures per dwelling unit than single family homes. These axioms are oftentimes further exaggerated in Nantucket, where single family homes (whether they be year-round homes or seasonal) often have high numbers of bedrooms, high numbers of (plumbing) fixtures, and are extremely large in terms of square footage - especially when compared to multi-family dwelling units (particularly rental apartments).
- By way of example, the entire (225 unit) Richmond Meadows II Apartments Development has a cumulative total of 320 bedrooms, which equates to an average of only 1.42 bedrooms per dwelling unit (per apartment). In contrast, the average single-family home in Nantucket has 3.5 bedrooms, an amount that is exponentially higher (+/- 2.5 times higher) in terms of the number of bedrooms per dwelling unit, compared to the Richmond Meadows II Apartments Development.
- Similarly, the (225 unit) Richmond Meadows II Apartments Development has an average size of 840 gross square feet per dwelling unit (including hallways, stairways, mechanical space, and common areas) and 760 usable square feet per dwelling unit (including only the area within the apartment unit itself). In contrast, the average single-family home in Nantucket is comprised of +/- 2,500 usable square feet per dwelling unit (per home), an amount which is exponentially higher (+/- 3.0 times higher) in terms of size (square footage) per dwelling unit, when compared to the Richmond Meadows II Apartments Development.
- This inequity extends to the housing initiatives as a whole, after also taking into consideration the Richmond Sandpiper Place I and II Homeownership Development Projects, which are comprised of a combination of eighty (80) single family homes and fourteen (14) duplex homes, equating to a cumulative total of one hundred and seven (108) dwelling units. Based on the overall project cap of 700 bedrooms that was agreed to and incorporated in the project approvals which were issued by the Town, and after subtracting out the 320 total bedroom allocation to the Meadows II Apartments Development, the 108 total dwelling units within the Sandpiper Place I and II Homeownership Development Projects are allocated a maximum (cap) of 380 bedrooms. This equates to an average of 3.51 bedrooms per dwelling unit. Accordingly, the cumulative maximum in both Richmond housing developments equates to an average of only 2.10 bedrooms per dwelling unit (700 total bedrooms allocated over a total of 333 dwelling units). Ergo, the average dwelling unit in Nantucket includes almost twice as many bedrooms per unit (1.7 times as many), when compared to the cumulative (maximum) average of the Richmond housing initiatives. This is not a moderate or an insignificant difference or inequity; it is an exponential difference and inequity, relative to charging the same sewer connection fee "per dwelling unit".

- Notwithstanding these exponential differences in sewer generation variables, under the new sewer regulations, the sewer connection and sewer privilege (now capacity) fees for all dwelling units are charged at the same rate (regardless of type of dwelling, number of bedrooms per unit, size per unit, number of (plumbing) fixtures per unit, etc.).
- This glaring inequity becomes even more punitive after taking into account the fact that the (new) Richmond housing units are connecting into (new) sewers and (new) sewer infrastructure that has been funded and built solely by Richmond, not sewers built with any public funds, or by the Town of Nantucket (as referenced above).

We realize that some of these impacts and inequities may not have been anticipated in the analysis leading up to and during the consideration of the new sewer regulations, partly because the multi-family / workforce housing concept is so new in Nantucket, and given that no other properties on the Island have yet been developed in this manner.

As such, we suspect that the complete elimination of the "new" sewer connection fee, coupled with the application of sewer privilege (now sewer capacity) fees for multi-family development on a per unit basis (as opposed to on a per lot or per building basis) may have been an unintended consequence (oversight) with respect to the new sewer regulations.

Based on all of the foregoing information and documentation, we would respectfully request that the Sewer Commission and the Town Sewer Department reconsider these changes as they relate to the sewer connection fees which are charged to development on the "new" sewers which have been funded and constructed solely by private parties to serve these projects, and the basis upon which sewer privilege (now sewer capacity) fees are charged to multi-family (workforce housing) projects, or, at a minimum, vote to grandfather the fees charged to the two workforce housing initiatives described herein to those which were in place at the time the Town discretionary permits for these projects were issued.

If you or any of the members of the Sewer Commission or the Town Sewer Department staff have any immediate questions with respect to the information and documentation provided herein, please feel free to contact me at 978-988-3900, Extension # 12.

Very truly yours,



David J. Armanetti
Director of Real Estate Development
On Behalf of Richmond Great Point Development LLC
And Richmond Meadows Two ACK, LLC

Cc: Philip Pastan, TRC
Kathryn Fossa, TRC
Andrew Burek, Esq., RGPDLLC
C. Elizabeth Gibson, Town Manager, TON
Andrew Vorce, Director of Planning, TON

RICHMOND NANTUCKET - MEADOWS II APARTMENTS DEVELOPMENT PROJECT - CALCULATION OF REMAINING SEWER CONNECTION AND SEWER CAPACITY FEES

Meadows II Apartments (Future Phases)	Classification / Allocation of Units (Market Rate and Tiers of AMI Restriction)								Total Bedrooms (for Waiver Calculations)		
	Total Units	Market Rate Units	50% AMI Restricted Units	70% AMI Restricted Units	80% AMI Restricted Units	100% AMI Restricted Units	110% AMI Restricted Units	120% AMI Restricted Units	Market Rate Bedrooms (Total)	50% Waiver Bedrooms (Total)	100% Waiver Bedrooms (Total)
PARCEL 68-335 (Phase II)	# Units	# Units	# Units	# Units	# Units	# Units	# Units	# Units	# Bedrooms	# Bedrooms	# Bedrooms
2 Wildflower Drive ("D.3" Building)	8	4	2	0	0	2	0	0	4	2	2
1 Bluestem Place ("K" Building)	6	3	2	0	0	1	0	0	3	2	1
2 Bluestem Place ("M" Building)	10	5	2	0	0	3	0	0	6	2	4
Subtotal	24	12	6	0	0	6	0	0	13	6	7
PARCEL 68-338 (Part) (Phase III)	# Units	# Units	# Units	# Units	# Units	# Units	# Units	# Units	# Bedrooms	# Bedrooms	# Bedrooms
47 Beach Grass Road ("D.2" Building)	8	4	0	0	2	0	1	1	4	2	2
49 Beach Grass Road ("F" Building)	8	4	0	0	2	0	1	1	6	3	3
Subtotal	16	8	0	0	4	0	2	2	10	5	5
PARCEL 68-340 (Phase IV)	# Units	# Units	# Units	# Units	# Units	# Units	# Units	# Units	# Bedrooms	# Bedrooms	# Bedrooms
1 and 2 Violet Place ("B.3" Building)	12	6	0	2	1	0	1	2	9	5	4
3 Violet Place ("M.3" Building)	8	3	0	2	0	0	2	1	5	5	4
4 and 5 Violet Place ("B.3" Building)	12	7	0	2	1	0	1	1	10	4	4
Subtotal	32	16	0	6	2	0	4	4	24	14	12
PARCEL 68-341 (Phase V)	# Units	# Units	# Units	# Units	# Units	# Units	# Units	# Units	# Bedrooms	# Bedrooms	# Bedrooms
6 Gooseberry Place ("D.2" Building)	8	6	0	0	2	0	0	0	6	0	2
7 Gooseberry Place ("M.4" Building)	9	5	0	0	2	0	0	0	9	0	4
8 Gooseberry Place ("M" Building)	8	8	0	0	2	0	0	0	10	0	2
Subtotal	25	19	0	0	6	0	0	0	25	0	8
PARCEL 68-341 (Phase VI)	# Units	# Units	# Units	# Units	# Units	# Units	# Units	# Units	# Bedrooms	# Bedrooms	# Bedrooms
1 Gooseberry Place ("D.2" Building)	8	6	0	0	2	0	0	0	6	0	2
2 Gooseberry Place ("BA" Building)	10	7	0	0	3	0	0	0	14	0	4
3 and 5 Gooseberry Place ("B.3" Building)	12	8	0	0	4	0	0	0	13	0	5
Subtotal	30	21	0	0	9	0	0	0	33	0	11
Cumulative Subtotal (All Phases)	127	76	6	6	21	6	6	6	105	25	43

***Note:** The Sewer Capacity Utilization Fee (formerly the "Sewer Privilege Fee") was Previously Charged as a Total of \$6,322 Per Building (Regardless of the Number of Bedrooms).
This would now be \$6,706 per Building (Multiplied by 14 Buildings Equals a Total of \$93,884, Divided over Total of 130 Market Rate, 100%, 110%, and 120% AMI Restricted Bedrooms, Equates to \$722 Per Bedroom (Rounded to \$725 Per Bedroom for Purposed of the Analysis)

(WITH AND WITHOUT REQUESTED REDUCTION)

Updated as of September 12, 2022

SEWER CONNECTION FEES			SEWER CAPACITY FEES			NET DIFFERENCE (CUMULATIVE)
Rate Under Current Regulations		Proposed Reduced Rate	Rate Under Current Regulations		Proposed Reduced Rate	
Sewer Connection Fee (at \$4,000 Per Market Rate Unit and \$2,000 Per 100%, 110%, and 120% Unit)	Sewer Connection Fee (at \$500 Per Market Rate Unit and \$250 Per 100%, 110%, and 120% Unit)	Net Prospective Difference (Increase)	Sewer Capacity Fee (at \$2,235 Per Market Rate Bedroom and \$1,117.60 Per 100%, 110%, and 120% BR)	Sewer Capacity Fee (at \$725 Per Market Rate Bedroom and \$362.50 Per 100%, 110%, and 120% BR) *	Net Prospective Difference (Increase)	Cumulative Prospective Difference (Increase)
20,000	2,500	17,500	11,175	3,625	7,550	25,050
14,000	1,750	12,250	8,940	2,900	6,040	18,290
26,000	3,250	22,750	15,645	5,075	10,570	33,320
60,000	7,500	52,500	35,760	11,600	24,160	76,660
20,000	2,500	17,500	11,175	3,625	7,550	25,050
20,000	2,500	17,500	16,763	5,438	11,325	28,825
40,000	5,000	35,000	27,938	9,063	18,875	53,875
30,000	3,750	26,250	25,703	8,338	17,365	43,615
18,000	2,250	15,750	16,763	5,438	11,325	27,075
32,000	4,000	28,000	26,820	8,700	18,120	46,120
80,000	10,000	70,000	69,286	22,476	46,810	116,810
24,000	3,000	21,000	13,410	4,350	9,060	30,060
20,000	2,500	17,500	20,115	6,525	13,590	31,090
32,000	4,000	28,000	22,350	7,250	15,100	43,100
76,000	9,500	66,500	55,875	18,125	37,750	104,250
24,000	3,000	21,000	13,410	4,350	9,060	30,060
28,000	3,500	24,500	31,290	10,150	21,140	45,640
32,000	4,000	28,000	29,055	9,425	19,630	47,630
84,000	10,500	73,500	73,755	23,925	49,830	123,330
340,000	42,500	297,500	262,614	85,189	177,425	474,925

**RICHMOND GREAT POINT DEVELOPMENT LLC - NANTUCKET
MEADOWS II APARTMENTS DEVELOPMENT PROJECT OVERALL SITE / PHASING PLAN**

**Meadows II - Phases V and VI
55 Units / 6 Buildings
3.0 Acres
(Pre-Construction)**

**Meadows II - Phase II
24 Units / 3 Buildings
1.6 Acres
(Completed / Occupied)**

**Meadows II - Phase I
98 Units / 11 Buildings
5.9 Acres
(Completed / Occupied)**

**Meadows II - Phases III and IV
48 Units / 5 Buildings
2.3 Acres
(Pre-Construction)**

1 SITE PLAN
SCALE: NTS

**RICHMOND
GREAT POINT
DEVELOPMENT LLC**

OWNER :
**Richmond
Great Point
Development
LLC or Assignee**
ARCHITECT OF
RECORD:
**KOH
ARCHITECTURE PLLC**
87-10 NORTHERN BLVD,
SUITE 204
JACKSON HEIGHTS, NY
(718) 225-6400 phone
Dinah Klamert, RA

DATE: 09/07/22

KOH ARCHITECTURE PLLC EXPRESSLY
RESERVES ITS COMMON LAW
COPYRIGHT AND OTHER PROPERTY
RIGHTS TO THESE PLANS. ALL
DESIGNS, SPECIFICATIONS AND
DRAWINGS ARE THE PROPERTY OF
KOH ARCHITECTURE PLLC WHICH
ARE TO BE USED ONLY AS ISSUED
FOR THIS PROJECT. THEY SHALL
NOT BE USED ON ANY OTHER
PROJECT IN FULL OR IN PART,
WITHOUT FIRST OBTAINING THE
EXPRESSED WRITTEN APPROVAL AND
CONSENT OF KOH ARCHITECTURE
PLLC. THESE DOCUMENTS SHALL
NOT BE TRANSFERRED TO ANY
UNAUTHORIZED THIRD PARTY
WITHOUT THE SAME CONSENT.

PROJECT NAME

ADDRESS

NANTUCKET, MA

DRAWING TITLE

MEADOWS TWO
SITE PLAN

DRAWING NO.

A-1



Agenda Item Summary

Agenda Item #	IX. 4.
Date	11/2/2022

Staff

Tucker Holland, Housing Director

Subject

Request from Housing Nantucket for Sewer Fee Waivers on Three (3) 175% AMI Restricted Units at 8, 10 and 12 Honeysuckle Drive

Executive Summary

As noted in the attached letter, Housing Nantucket is planning to develop three homes permanently restricted at the 175% AMI income level at the land it now owns at 8, 10, and 12 Honeysuckle Drive. Initially planned to be receiving sites for its house recycling / rental program, they are taking a new tack and developing properties in keeping with the neighborhood and offering them for homeownership. With median home price now at \$3 million, this income level serves within the up-to-240% AMI level the Town has identified as important to serve (threshold included in the Home Rule Petition for a Housing Bank – Article 76 at 2022 ATM) – and provides more options to year-rounders. While the request is for a waiver of both sewer connection and capacity fees, the recommendation is to waive the sewer connection fee as been the Board's policy with respect to Covenant Homes (150% AMI).

Staff Recommendation

Assuming the Board adopts the 175% AMI provision of the Revised Sewer Fee Waiver Policy in another agenda item this evening, conditionally approve the request to waive the sewer connection fee subject to the receipt of a deed restriction for each property satisfactory to the Town.

Background/Discussion

There are at present, including these units, less than 10 units known that are intended to be restricted at this level.

Impact: Environmental ☐ Fiscal ☒ Community ☒ Other ☐

In furtherance of the Board's desire to further homeownership options for the year-round community.

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. Letter of request from Housing Nantucket (8/31/22)





75 Old South Road • P.O. Box 3149 • Nantucket, MA 02554 • Tel: 508.228.4422

August 31, 2022

Mr. Jason Bridges, Chair
Town of Nantucket Select Board
16 Broad Street
Nantucket, MA 02554

Re: Request for sewer connection and sewer privilege fee waiver for three (3) new 3 BR/2.5 BATH homeownership opportunities permanently deed restricted for 175% Area Median Income (AMI) households

Dear Chairperson Bridges and Members of the Select Board:

Thank you for your ongoing efforts to address the affordable housing needs of Nantucket's year-round community. We are excited to inform you of our latest endeavor to serve resident households at the 175% AMI level and below.

Earlier this summer, Housing Nantucket and Richmond Great Point Development Company (RGPD) completed a land-swap transaction as you may already be aware. As part of the transaction, Housing Nantucket acquired three vacant lots in the Sandpiper II development located at 8, 10, and 12 Honeysuckle Drive. Next, we intend to build a single-family, 3-bedroom / 2.5-bath home on each of the three lots. We are currently in the permitting phase of this project, and hope to begin construction in September. Once the units are completed, we will sell them to income-qualified buyers earning below 175% AMI. Each of the lots will be restricted with a deed rider to ensure its affordability in perpetuity.

This letter requests waivers of the sewer connection and privilege fees for these three units of Workforce housing. In alignment with your Policy for Sewer Fee Waiver Requests, these units will be bound by a permanent affordable housing deed restriction enforceable by the Town. Additionally, all three units are located in the Sandpiper II development, which contributes towards the Town's Subsidized Housing Inventory ("SHI").

We appreciate your ongoing support and commitment towards this critical community need.

Thank you.

Sincerely,

Anne Kuszpa, Executive Director



Agenda Item Summary

Agenda Item #	IX. 5. a & b
Date	11/2/2022

Staff

Ken Beaugrand, Real Estate Specialist

Subject

(1) Approval by Select Board of Memorandum of Understanding between the Town and the Nantucket Islands Land Bank for the permitting, construction and maintenance of the Proposed Trail over a portion 315R Milestone Road, which is jointly owned by the Town and the Nantucket Islands Land Bank and as shown on the Morey Trail System Plan included herein; and (2) approval by the Select Board to the Acceptance of Easement granted by Cannonbury Holdings, LLC and Cannonbury L Holdings 2, LLC, as Trustees of the Cannonbury Lane Homeowners Association Trust to the Town and the Nantucket Islands Land Bank for a five foot(5') wide perpetual walking trail easement (the "Easement").

Executive Summary

Cannonbury Holdings, LLC and Cannonbury Holdings 2, LLC as Trustees of the Cannonbury Lane Homeowners Association under a Declaration of Trust dated July 1, 2020, recorded with Nantucket Registry of Deeds in Book 1757, Page 1, as the owner of Lot 25 shown on a plan recorded with said Deeds as Plan File 5-B, known as 44 Cannonbury Lane has agreed to grant for nominal consideration a permanent non-exclusive five foot (5') wide walking trail easement over a portion of Lot 25, shown on the Easement Plan attached thereto, to the Town and the Nantucket Islands Land Bank as joint owners of the abutting parcel of land at 315R, Milestone Road. This easement will enable the walking path to connect a system of trailways shown on the plan of the Morey Lane Trail System. In addition, the Town and the Land Bank will enter into a Memorandum of Understanding outlining the terms of the permitting, construction and maintenance of the Proposed Trail as shown on the Morey Trail System Plan attached thereto. The Land Bank will undertake the permitting, construction and maintenance of the trails and has agreed to solely be responsible for the costs.

Staff Recommendation

Staff recommends the vote to approve of the Memorandum of Understanding by and between the Town and the Nantucket Islands Land Bank for the permitting, construction and maintenance of the Proposed Trail and the Acceptance of Easement of a five foot (5') wide walking trail easement granted to the Town and the Land Bank as an appurtenant easement as joint owners of the property at 315R Milestone Road. The Land Bank will solely be responsible for the costs of permitting, construction and maintenance of the new walking trails.

Background/Discussion

The Land Bank shall solely be responsible for the permitting, construction and maintenance of the trails.



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

This Easement will provide a perpetual easement appurtenant to the property at 315R Milestone Road, held jointly by the Town and the Land Bank. This easement will provide public pedestrian connections to an expanded trail system which will connect to the Milestone Road bike path. This easement will enable the trail system to allow for expanded use on the east side of Nantucket. The Memorandum of Understanding and the Easement both provide that the Land Bank will be responsible for all of the costs of permitting, constructing and maintaining the new walking trails.

Board/Commission Recommendation

The Director of the Water Department approved of the acquisition of the walking trail easement which will connect to a system of walking trails and the construction of the New Proposed Trail.

Public Outreach

N/A

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

Strategic Plan – Quality of Life

Attachments

Memorandum of Understanding; and copy of plan of Morey Trail System

Grant of Easement to Land Bank with Easement Plan and Acceptance of Easement



**Memorandum of Understanding
Between
Town of Nantucket
And
Nantucket Islands Land Bank

Morey Lane Trail System**

THIS MEMORANDUM OF UNDERSTANDING (“MOU”) is entered into this ____ day of _____, 2022, between the Town of Nantucket, a Massachusetts municipal corporation, acting by and through its Select Board, having an address of Town & County Building, 16 Broad Street, Nantucket, Massachusetts 02554 (“Town”) and the Nantucket Islands Land Bank, a Massachusetts governmental body, acting by and through its Commission, having an address of 22 Broad Street, Nantucket, Massachusetts 02554 (the “Land Bank”).

RECITALS

WHEREAS, the Town and the Land Bank (collectively, the “Parties”) have agreed that the recreational and educational interests of the Town and the recreational and conservation interests of the Land Bank will be served by of construction and maintenance of new walking trails on Town and Land Bank property, shown as the “Proposed Trail” on the plan attached hereto as Exhibit A (the “New Trail”); and

WHEREAS, as shown on Exhibit A, the Land Bank and the Town each own certain parcels of vacant land will be crossed by the New Trail, being:

Owner	Address	Assessor Map/Parcel	Title Reference
Town+Land Bank	315R Milestone Rd	73/21.1	B319 P29 & P38
Town	50 Main St, Sconset	73/16	B116 P457
Land Bank	2 Bluefish	73/53	C12899
Land Bank	4 Bluefish	73/56	C12899
Land Bank	6 Bluefish	73/57	C12899
Land Bank	8 Bluefish	73/58	C12899
Land Bank	10 Bluefish	73/59	C12899
Land Bank	Off Bluefish	73/79	C12899
Land Bank	2 Bass	73/60	C12899
Land Bank	4 Bass	73/61	C12899
Land Bank	6 Bass	73/62	C12899

Land Bank + Town (easement only)	44 Cannonbury	73/30	B1819 P316
-------------------------------------	---------------	-------	------------

WHEREAS, the Town and the Land Bank agree that the Land Bank may install and maintain the New Trail subject to the conditions stated herein.

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

1. Permitting. As soon as reasonably feasible after the execution of this MOU, the Land Bank shall obtain the licenses and approvals required to authorize installation of the New Trail in approximately the location shown on Exhibit A. The parties acknowledge that the location of protected species and habitats may require minor revision of the location of New Trail and that the exact New Trail location may be changed by the Land Bank in its discretion to meet the requirements of permitting authorities. The Town shall cooperate in applying for any required authorizations, signing any forms which may be reasonably required by the Land Bank. The Town's authorized representative for executing such forms and applications is the Town Manager, unless the Town notifies the Land Bank of a change in the authorized representative.
2. Construction and Maintenance. After obtaining all required authorizations, the Land Bank shall install the New Trail on the permitted location. Thereafter, the Land Bank will maintain the New Trail in reasonably passable condition. The Land Bank shall assume all costs for the permitting, construction and maintenance of the New Trail.
3. Use. The Land Bank, in conjunction with the Town, shall design and maintain the New Trail for pedestrian use by the public. It will install signs at access points inviting public access.
4. 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 Town to:

Ms. C. Elizabeth Gibson, Town Manager
Town of Nantucket
16 Broad Street
Nantucket, MA 02554

In the case of the Land Bank:
Nantucket Islands Land Bank
22 Broad Street

Nantucket, MA 02554
Attn: Ms. Jesse Bell, Executive Director

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

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

TOWN OF NANTUCKET
acting by and through its
Select Board

NANTUCKET ISLANDS LAND BANK
acting by and through its Commission

Jason Bridges

Neil Paterson

Dawn E. Hill Holdgate

Allen B. Reinhard

Matthew G. Fee

Mark Donato

Melissa Murphy

Kristina Jelleme

Brooke Mohr

John J. Stackpole



Milestone Rd

New St

Morey Ln

0 125 250 500 Feet

Legend

- Existing Trail
- Proposed Trail
- 5-foot Public Access Easement
- Town Property
- Land Bank Property
- Sconset Trust Property
- Nantucket Conservation Foundation Property

EXHIBIT A

Grant of Easement

CANNONBURY HOLDINGS 1, LLC, a Massachusetts limited liability company, and CANNONBURY HOLDINGS 2, LLC, a Massachusetts limited liability company, as Trustees of the CANNONBURY LANE HOMEOWNERS ASSOCIATION TRUST, under Declaration of Trust dated as of July 1, 2020, recorded with Nantucket Deeds in Book 1757, Page 1, having a mailing address of 867 Boylston Street, 4th Floor, Boston, Massachusetts 02116 (the “Grantor”), as the owner of that certain parcel of land, together with the buildings thereon, located in Nantucket, Nantucket County, Massachusetts, now known and numbered as 44 Cannonbury Lane, Siasconset, being Lot 25 (“Lot 25”) on plan recorded with Nantucket Deeds as Plan File 5-B (“Plan File 5-B”) and the fee in the streets and ways located in Nantucket (Siasconset), Nantucket County, Massachusetts, now known as Cannonbury Lane and Westerwick Drive shown Plan File 5-B, by virtue of deeds recorded with Nantucket Deeds in Book 1819, Page 316 and Book _____, Page _____, for consideration paid of One Dollar (\$1.00), grant to the TOWN OF NANTUCKET, a Massachusetts municipal corporation, acting by and through its Select Board (the “Town”), having a mailing address of Town & County Building, 16 Broad Street, Nantucket, Massachusetts 02554, and the NANTUCKET ISLANDS LAND BANK, a body politic and corporate, created by Chapter 669 of the Acts and Resolves of the Massachusetts General Court, as amended from time to time (the “Land Bank”), having a mailing address of 22 Broad Street, Nantucket Massachusetts 02554, as the owners of that certain parcel of land, located in Nantucket, Nantucket County, Massachusetts, now known and numbered as 315R Milestone Road, Siasconset, being Lot 2 on plan recorded with Nantucket Deeds as Plan File 32-H (“Lot 2”), by virtue of two eminent domain takings by the Town dated February 15, 1989, recorded in said Deeds Book 319 Page 29 and Page 38 (the Town and the Land Bank being hereinafter collectively referred to as the “Grantees”), a permanent, non-exclusive easement, appurtenant and in gross, to pass and repass on foot between Low Beach Road and Lot 2 within such portions of Cannonbury Lane and Westerwick Drive shown on Plan File 5-B as are owned in fee by the Grantor by operation of law or otherwise, and within that portion of Lot 25 as lies within five (5) feet of the southerly boundary of Lot 25 with Lot 24 on Plan File 5-B, which portion of Lot 25 is shown as “5.0’ Walking Trail Easement” on a plan drawn by Blackwell & Associates, Inc., dated May 9, 2022, entitled “Exhibit Plan of Land,” a copy of which is attached hereto as Exhibit A (the “Lot 25 Easement Area”).

The Land Bank shall be responsible, at its sole cost and expense, for constructing a pedestrian walking trail within the Lot 25 Easement Area and for maintaining such trail in a good and safe condition, including, but not limited to, the cost of any and all necessary permitting. The Land Bank, with the Town’s cooperation, shall obtain any and all proper permits required for the

exercise of the easement rights granted hereunder and shall ensure that such permits are properly closed out upon completion of any work so permitted. If the Grantees shall fail to maintain such trail in a good and safe condition, then the Grantor or the Grantor's successors or assigns shall have the right, but not the obligation, to perform any maintenance or repairs that the Grantor may deem necessary or prudent in the Grantor's sole and absolute discretion, and in such event any costs incurred by the Grantor shall be the responsibility of the Grantees.

Upon any disturbance of any portion of the Grantor's land that is subject to the easement rights granted herein(a) in connection with the creation of such a pedestrian walking trail by the Grantees, or (b) in the exercise of the easement rights granted herein by anyone authorized to use the easement by the Grantees, including the public, the Grantees shall, at the Grantees' sole cost and expense, as speedily as reasonably practicable thereafter, restore such disturbed area substantially to the condition it was in immediately prior to such disturbance, including restoration or replacement of any and all plantings and vegetation.

In the exercise of the easement rights granted herein, the Grantees shall permanently undertake and agree to defend, indemnify, save, and hold forever harmless the Grantor from and against any and all loss, liability, damage, or expense which the Grantor may incur as a result of use or exercise of the easement rights created hereunder by the Grantees or anyone authorized to use the easement by the Grantees, including the public. This indemnity shall run with the land and shall bind and inure to the benefit of the parties hereto and their successors in title and assigns.

Such easement is for the benefit of the Grantees and such persons as the Grantees may from time to time authorize, including members of the public, and shall be held by the Grantees in gross and as appurtenant to Lot 2.

This Grant of Easement and all of the terms and provisions hereof shall be governed by and construed in accordance with the laws of the Commonwealth of Massachusetts.

For Grantor's title, see deed recorded with Nantucket Deeds in Book 1819, Page 316, and Book _____, Page _____.

* * * * *

Signature page follows

Executed and sealed on November ____, 2022.

CANNONBURY HOLDINGS 1, LLC and
CANNONBURY HOLDINGS 2, LLC
as TRUSTEES of CANNONBURY
LANE HOMEOWNERS
ASSOCIATION TRUST

By:

Alfred Terry Sanford, Authorized Signatory

Commonwealth of Massachusetts

_____, ss.

On this ____ day of November, 2022, before me, the undersigned notary public, personally appeared Alfred Terry Sanford, authorized signatory of Cannonbury Holdings 1, LLC and Cannonbury Holdings 2, LLC, as Trustees of Cannonbury Lane Homeowners Association Trust, personally known to me to be the person whose name is signed on the preceding document, and acknowledged to me that he signed it voluntarily, as his free act and deed, for its stated purpose on behalf of Cannonbury Holdings 1, LLC and Cannonbury Holdings 2, LLC, as Trustees of Cannonbury Lane Homeowners Association Trust.

Notary Public

Printed name:

My commission expires:

ACCEPTANCE BY NANTUCKET SELECT BOARD

We, as a majority of the Select Board for the Town of Nantucket, hereby accept and approve the foregoing Grant of Easement pursuant to the authority of Article III, Section 3.3, of the Town Charter, St. 1996, c. 289, §1.

Dated: November _____, 2022

Town of Nantucket

By its Select Board

Jason Bridges

Dawn E. Hill Holdgate

Matthew G. Fee

Melissa K. Murphy

Brooke Mohr

COMMONWEALTH OF MASSACHUSETTS

Nantucket, ss

On this _____ day of November, 2022, before me, the undersigned notary public, personally appeared Jason Bridges, Dawn E. Hill Holdgate, Matthew G. Fee, Melissa K. Murphy and Brooke Mohr, being the members of the Nantucket Select Board, personally known to me to be the persons whose names are signed on the preceding or attached document, and acknowledged to me that they signed it voluntarily, as their free act and deed, for its stated purpose on behalf of the Town of Nantucket.

Notary Public

Printed name:

My commission expires:

ACCEPTANCE BY NANTUCKET ISLANDS LAND BANK

We, as a majority of the Nantucket Islands Land Bank Commission, hereby accept and approve the foregoing Grant of Easement pursuant to the authority of Chapter 669 of the Massachusetts Acts of 1983 as amended.

Dated: November ____, 2022

Neil Paterson

Allen B. Reinhard

Mark Donato

Kristina Jelleme

John J. Stackpole

COMMONWEALTH OF MASSACHUSETTS

Nantucket, ss

On this ____ day of November, 2022, before me, the undersigned notary public, personally appeared Neil Paterson, Allen B. Reinhard, Mark Donato, Kristina Jelleme, and John J. Stackpole, being the members of the Nantucket Islands Land Bank Commission, personally known to me to be the persons whose names are signed on the preceding or attached document, and acknowledged to me that they signed it voluntarily, as their free act and deed. for its stated purpose on behalf of the Nantucket Islands Land Bank.

Notary Public

Printed name:

My commission expires:

**EXHIBIT A
TO
GRANT OF EASEMENT**

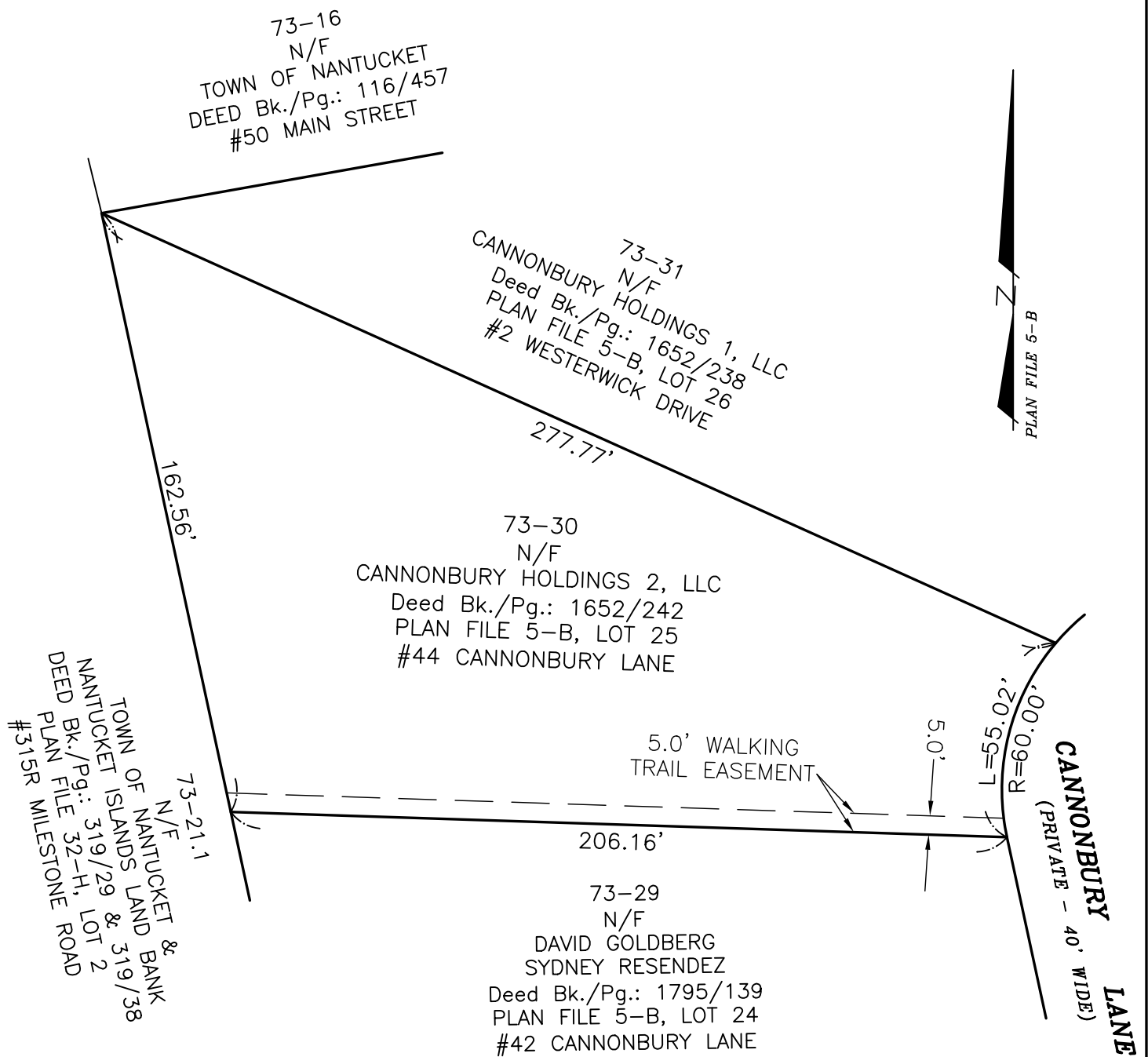


Exhibit
Plan of Land
in
Nantucket, Mass.
Prepared for
CANNONBURY HOLDINGS 2, LLC

Scale: 1" = 40' May 09, 2022

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

**Parking Advisory Committee
Established by Select Board:**

Appointed by and reports to: Select Board

Membership:

- 1 Nantucket Town Association representative
- 1 Advisory Committee of Non-Voting Taxpayers (ACNVT) representative
- Transportation Program Manager
- 2 residents

Term: 3 years (expirations on June 30)

Mission:

Intent is for this group to serve as a referral for all parking issues, including:

- Requests for changes to Parking Regulations and parking-related requests, such as:
 - o Yellow line removals/additions
 - o Loading zone changes
 - o No Parking signage changes
 - o Timed parking changes
 - o Overnight parking changes
 - o Municipal parking lot management/rules
 - o Parking spot elimination/addition requests
- Develop recommendations for Paid Parking program, using Select Board Strategic Plan, Transportation Focus Area, Downtown Parking Management Goal, for presentation to the Select Board, initially by June 1, 2023
- Review of trends, industry standards, regulations and/or parking programs in other municipalities

Staff Assistance:

- Parking Coordinator

Staff Guidance:

- Transportation Program Manager, Parking Coordinator, other Town staff as needed and approved through Town Manager

The Committee is a public body and Open Meeting and Conflict of Interest Laws apply.

TOWN OF NANTUCKET CONSERVATION COMMISSION

ASHLEY ERISMAN, CHAIR
131 PLEASANT STREET
NANTUCKET, MA 02554

CONCOM@NANTUCKET-MA.GOV
508-228-7230



October 24, 2022

Libby Gibson, Town Manager
Town of Nantucket
16 Broad Street
Nantucket, MA 02554

Josh Posner, President
Siasconset Beach Preservation Fund
18 Sasapana Road
Nantucket, MA 02554

Re: Enforcement Order SE48-2824

Dear Ms. Gibson and Mr. Posner:

The Nantucket Conservation Commission met on October 18, 2022, to discuss the requests you made to the Commission in your joint letter of October 5, 2022, concerning Enforcement Order SE48-2824 (Order), which ordered the removal of the existing Geotube array on Siasconset Beach and was recently affirmed by the Nantucket County Superior Court following the unsuccessful challenge in that court brought by the Siasconset Beach Preservation Fund (SBPF).

The Order became final on or about October 6, 2022, upon the period for appeal of the Superior Court affirmance elapsing and no appeal being filed. As you know, the Order sets forth ten (10) Special Conditions for effectuating removal. One such condition, No. 1, directs SBPF to complete removal within 60 days of the Order becoming final (Removal Date). The Removal Date here, without further action, would be on or about December 5, 2022. But Special Condition No. 1 also gives the Commission full discretion to extend the Removal Date "by written request that clearly documents the need for an extension," if the Commission deems it appropriate.

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Your letter of October 5, 2022, asks the Commission to:

- re-open its enforcement proceedings;
- suspend the Order and Removal Date for an indeterminate period to allow for Commission consideration of: a new SBPF-Town compliance proposal for the existing array; a forthcoming Notice of Intent (NOI) “for approval to alter the project;” and/or proposals for safe and orderly removal of the array; and
- allow a “one-time 60-day extension” of current sand delivery requirements under the Order.

In a subsequent letter to the Commission dated October 13, 2022 and signed by Mr. Murphy on behalf of the Town and Ms. Moldenhauer on behalf of SBPF, a specific request for a 60-day extension of the Removal Date has been made “to allow the Conservation Commission time to review the [forthcoming] NOI.” The October 13 letter also enclosed an updated Compliance Plan and another copy of a previously-filed Operations and Maintenance Manual dated February 10, 2022. The October 13 letter states that the proposals in these two documents “would bring the existing pilot geotube project (SE 48-2824) into compliance while the Commission considers a new Notice of Intent” this year. The updated Compliance Plan the Town and SBPF enclosed, however, clearly states that compliance with the sand delivery requirements under the 2018 Amended Order of Conditions (2018 AOOC) would not be achieved until March 2026, were that remediation proposal to be compliantly implemented. The updated Compliance Plan also contemplates a further extension of the 2018 AOOC, which is currently scheduled to terminate on March 5, 2023 (AOOC Termination Date), in order to accommodate remedial sand deliveries through 2026.

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The Commission has carefully considered these requests to suspend the Court-approved Order, and all other factors relevant to the implementation of the Order. The Commission's position is as follows:

1. The Commission does not support a further extension (until 2026 or otherwise) of the 2018 AOOC, the terms and conditions of which have been in effect under predecessor OOCs since 2013 when the Geotubes were first installed. The Commission intends to allow the 2018 AOOC to expire on March 5, 2023, the AOOC Termination Date.
2. The Commission agrees that if, by November 23, 2022, SBPF (by itself or jointly with the Town) submits a NOI that does not propose an expansion by length of the current Geotube structure or involve installation of another type of coastal engineering structure (as defined by Nantucket Wetland Protection Regulations, § 390-02), then the Commission will agree to suspend the Removal Date to as long as February 5, 2023 to afford sufficient time to conclude a hearing on such new NOI. Alternatively, SBPF (by itself or jointly with the Town) may submit a letter to the Commission by November 23, 2022 explaining why such an NOI was not submitted by that date, and the Commission will consider whether or not suspension of the Removal Date is appropriate based on the explanation in such letter.¹
3. If the Commission has not issued an approval for such an NOI by February 5, 2023, then SBPF and the Town, pursuant to the Order's Special Conditions, will submit to the Commission, by March 5, 2023, a written proposal for the carrying out of the removal of the existing Geotubes.
4. The above conditions under which the Commission would consider suspension of the Removal Date are contingent upon the Town authorizing the extension of the paid engagement of Special Municipal Counsel Benjamin Tymann, to enable the Commission

¹ To be clear, any applicant may submit whatever NOI proposal it wishes. Only an NOI that meets the conditions described in this paragraph 2 will trigger a temporary suspension of the Removal Date.

TOWN OF NANTUCKET CONSERVATION COMMISSION

ASHLEY ERISMAN, CHAIR
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to receive continuing independent legal advice during forthcoming
SBPF-Town proceedings.

Thank you for your attention to this matter and we look forward to
your reply.

Sincerely,

Ashley Erisman
Chair

cc: Nantucket Select Board
Jeff Carlson
Meridith Moldenhauer, Esq.
Vincent Murphy
Benjamin Tymann, Esq.