

Town and County of Nantucket Select Board • County Commissioners

Jason Bridges, Chair
Matt Fee
Kristie L. Ferrantella
Dawn E. Hill Holdgate
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 OCTOBER 27, 2021 - 5:30 PM REMOTE PARTICIPATION VIA ZOOM WEBINAR NANTUCKET, MASSACHUSETTS

YOU TUBE LINK:

<https://youtu.be/snM6jnprUas>

ZOOM WEBINAR REGISTRATION LINK TO VIRTUALLY ATTEND MEETING:

https://us06web.zoom.us/webinar/register/WN_WhK4KLplRhqP8q4PY94M3A

I. CALL TO ORDER

II. SELECT BOARD ACCEPTANCE OF AGENDA

III. ANNOUNCEMENTS

1. The Select Board Meeting is Being Audio/Video Recorded.
2. National Alliance on Mental Illness (NAMI) on Nantucket: Request for Proclamation of "Nantucket Red Ribbon Week" October 23-31, 2021.
3. COVID Vaccine Clinic: 131 Pleasant Street Trailer, Sundays from 12:00 to 3:00 PM. See <https://www.nantucket-ma.gov/2028/COVID-Vaccine> for Full Schedule.
4. May 2, 2022 Annual Town Meeting:
- Warrant Open for Citizen Warrant Article Submittals through 4:00 PM on November 15, 2021.
5. Department of Public Works: Take-it Or Leave-it Facility Opening Information.
6. 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 February 19, 2020 at 6:00 PM; October 20, 2021 at 5:30 PM.
2. Approval of Treasury Warrants for October 27, 2021.
3. Approval of Pending Contracts for October 27, 2021 - as Set Forth on the Spreadsheet Identified as Exhibit 1, Which Exhibit is Incorporated Herein by Reference.

VIII. CITIZEN/DEPARTMENTAL REQUESTS/REPORTS

1. Resignation: Nantucket Affordable Housing Trust.
2. Robert B. Our Co., Inc.: Request for Waiver of Town Noise Bylaw from 10:00 PM to 7:00 AM, Sunday through Thursday Nights from November 15, 2021 to May 15, 2022 for Installation of Water Infrastructure on Madequecham Valley Road as Part of Airport Waterline Project.

IX. TOWN MANAGER'S REPORT

1. Preliminary Review of 2022 Annual Town Meeting Warrant Articles.
2. Monthly Town Management Report.

X. SELECT BOARD'S REPORTS/COMMENT

1. Committee Reports.

XI. ADJOURNMENT

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

SELECT BOARD AGENDA PROTOCOL:

Roberts Rules: The Select Board follows Roberts Rules of Order to govern its meetings as per the Town Code Charter.

Public Comment: Public Comment is to bring matters of public interest to the attention of the Board. The Board welcomes concise statements on matters that are within the purview of the Select Board. At the Board's discretion, matters raised under Public Comment may be directed to Town Administration or may be placed on a future agenda, allowing all viewpoints to be represented before the Board takes action, if any. Except in emergencies, the Board will not normally take any other action on Public Comment in its sole discretion.

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

- The agenda for regular Select Board meetings will include a Public Comment period at the beginning of the meeting unless there is more urgent business for the Board to take up first. This time is reserved for speakers to address the Board on matters that are not related to any other Agenda item. If a speaker wishes to address the Board on a matter that is related to another Agenda item, the Chair will accept public comment when that Agenda item is reached during the meeting.
- All speakers are encouraged to present their remarks in a respectful manner.
- All remarks will be addressed through the Chair of the meeting.
- The Chair of the meeting may not interrupt speakers who have been recognized to speak, except that the Chair reserves the right to terminate speech which is not constitutionally protected because it constitutes true threats, incitement to imminent lawless conduct, comments that were found by a court of law to be defamatory, and/or sexually explicit comments made to appeal to prurient interests. Verbal comments may also be curtailed if they exceed three (3) minutes and to the extent they exceed the scope of the Board's authority.

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

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

Public Participation: The Board welcomes valuable input from the public at appropriate times during the meeting with recognition from the Chair at his/her sole discretion. For appropriate agenda items, the Chair will introduce the item and take public input. Individual Board Members may have questions on the clarity of the information presented. The Board will hear any staff input and then deliberate on a course of action.

Select Board Report and Comment: Individual Board Members may have matters to bring to the attention of the Board during a meeting. If the matter contemplates action by the Board, Board Members will consult with the Chair and/or Town Manager in advance and provide any needed information by the Thursday before the meeting and/or schedule the matter for a future Board meeting. Otherwise, except in emergencies, the Board will not normally take action on Select Board Comment.

Approved on February 17, 2021

RED RIBBON WEEK PROCLAMATION 2021 DRUG FREE LOOKS LIKE ME

Whereas, Alcohol and other drug abuse in this nation has reached epidemic stages; and

Whereas, It is imperative that visible, unified prevention education efforts by community members be launched to eliminate the demand for drugs; and

Whereas, The National Family Partnership, and locally, NAMI on Nantucket is sponsoring the National Red Ribbon Campaign® offering citizens the opportunity to demonstrate their commitment to drug-free lifestyles (no use of illegal drugs, no illegal use of legal drugs); and

Whereas, The National Red Ribbon Campaign® will be celebrated in every community in America during “Red Ribbon Week®”, October 23-31; and

Whereas, Business, government, parents, law enforcement, media, medical, religious institutions, schools, senior citizens, service organizations and youth will demonstrate their commitment to healthy, drug-free lifestyles by wearing and displaying Red Ribbons during this weeklong campaign; and

Whereas, The Town of Nantucket further commits its resources to ensure the success of the Red Ribbon Campaign®;

NOW THEREFORE BE IT RESOLVED,

that the Town of Nantucket does hereby proclaim October 23-31, 2021, as RED RIBBON WEEK® and encourages its citizens to participate in drug prevention education activities, making a visible statement that we are strongly committed to a drug - free community.

JASON BRIDGES, CHAIR

MATT FEE

KRISTIE FERRANTELLA, VICE CHAIR

DAWN HILL HOLDGATE

MELISSA MURPHY

SIGNED THIS 27TH DAY OF OCTOBER, 2021

EXHIBIT 1
AGREEMENTS TO BE EXECUTED BY TOWN MANAGER
UNLESS RESOLUTION OF DISAPPROVAL BY SELECT BOARD
October 27, 2021

Type of Agreement/Description	Department	With	Amount	Other Information	Source of Funding	Term
License	Select Board	Nantucket Electric Company/National Grid	\$1.00	License Agreement for Underground Electric Distribution System for Lot F and Lot I, Shadbush Road for service 3 Shadbush Road (Marine Dept. Maintenance Building) (will require easement/Town Meeting approval)	Town Admin Budge	October 27, 2021 - until permanent easement granted
License Renewal	Select Board	Nantucket Community Sailing, Inc.	(\$1.00)	Renewal of license for 5-year term for use of Town-owned property at Polpis Harbor	n/a	October 27, 2021 - August 30, 2026
Professional Service Agreement	Town Admin	Raftelis Financial Consultants, Inc.	\$12,500	Professional administrative support services to facilitate and operationalize Select Board sustainability efforts	Town Admin Budget	September 22, 2021 - June 30, 2022
Professional Service Agreement	Town Admin	Raftelis Financial Consultants, Inc.	\$7,500	Professional administrative support services to facilitate and implement efficient government and communication efforts	Town Admin Budget	October 13, 2021 - June 30, 2022

GRANT OF LICENSE

THE TOWN OF NANTUCKET, a municipal corporation having an address at Town & County Building, 16 Broad Street, Nantucket, Massachusetts 02554 duly organized and existing under the laws of the Commonwealth of Massachusetts (hereinafter referred to as the Licensor), for consideration of One (\$1.00) Dollar, grants to **NANTUCKET ELECTRIC COMPANY**, a Massachusetts corporation with its usual place of business at 40 Sylvan Road, Waltham, Massachusetts 02451 (hereinafter referred to as the Licensee) a License to install, construct, reconstruct, repair, replace, add to, maintain and operate for the transmission of high and low voltage electric current and for the transmission of intelligence, an "UNDERGROUND ELECTRIC DISTRIBUTION SYSTEM" (hereinafter referred to as the "UNDERGROUND SYSTEM") located in Nantucket, Nantucket County, Massachusetts, consisting of lines of buried wires and cables and lines of wires and cables installed in underground conduits, together with all equipment and appurtenances thereto for the transmission of intelligence and for the furnishing of electric service to the herein described premises and others, and without limiting the generality of the foregoing, but specifically including the following equipment, namely: manholes, manhole openings, bollards, handholes, junction boxes, transformers, transformer vaults, padmounts, padmount transformers and all housings, connectors, switches, conduits, cables and wires all located within the License area of the hereinafter described property.

Said "UNDERGROUND SYSTEM" is located in, through, under, over, across and upon certain parcels of land situated on the southerly side of Shadbush Road. being more particularly shown as Lot F and Lot I on a plan of land entitled "Subdivision Plan of Land in Nantucket, MA prepared for: Town of Nantucket," dated May 11, 2010, prepared by Blackwell & Associates, Inc. recorded with the Nantucket County Registry of Deeds as Plan No. 2010-63.

And further, said "UNDERGROUND SYSTEM" (locations of the electrical equipment and other facilities on the hereinbefore referred to premises of the Licensor) are approximately shown on a sketch entitled: National Grid; Easement Sketch, 3 Shadbush Road, Nantucket, 3ph pad, conduits, primary cables, Scale: None, Date: 6-15-21, Drawn By: F. Santos, Work Request: 30376690," Designer: Michael Fraser; Date: 9/10-2019; WR27644021, a reduced copy of said sketch is attached hereto as "Exhibit A," copies of which are in the possession of the Licensor and Licensee herein, but the final definitive locations of said "UNDERGROUND SYSTEM" shall become established by and upon the installation and erection thereof by the Licensee.

Also with the further right from time to time to pass and repass over, across and upon said land of the Licensor as is reasonable and necessary in order to renew, replace, repair, remove, add to, maintain, operate, patrol and otherwise change said "UNDERGROUND SYSTEM" and each and every part thereof, but not the general location thereof, and to make such other excavation or excavations as may be reasonably necessary in the opinion and judgment of the Licensee, its successors and assigns, and to clear and keep cleared the portions and areas of the premises wherein the "UNDERGROUND SYSTEM" is located as shown on the sketch herein referred to, of such trees, shrubs, bushes, structures, objects and surfaces, as may in the opinion and judgment of the Licensee interfere with the safe and efficient operation and maintenance of the "UNDERGROUND SYSTEM" and other related electrical equipment. However, said Licensee, its successors and assigns, will properly backfill said excavation or excavations and restore the surface of the land to as reasonably good condition as said surface was in immediately prior to the excavation or excavations thereof.

It is the intention of the Licensor to grant to the Licensee, its successors and assigns, a License as aforesaid and any and all additional and/or incidental rights needed to install, erect, maintain and operate within the Licensor's land an "UNDERGROUND SYSTEM" for the transmission of intelligence and for supplying electric service for the building, buildings or proposed buildings shown on the last herein referred to sketch or amended sketch.

It is agreed that said "UNDERGROUND SYSTEM" and all necessary appurtenances thereto, shall remain the property of the Licensee, its successors and assigns, and that the Licensor, its successors and assigns, shall pay all taxes assessed thereon.

If the herein referred to locations as laid out and shown on the Sketch are unsuitable for the purposes of the Licensee or the Licensor, then the locations may, subject to the prior written consent of Licensee, which consent shall not be unreasonably withheld, be changed to areas mutually satisfactory to both the Licensor and the Licensee herein; and further the newly agreed to locations shall be indicated and shown on the Sketch by proper amendment or amendments thereto. Any relocation so requested shall be at the sole cost and expense of the requesting party.

Licensor and Licensee agree that this License shall terminate upon the recording of a permanent easement granted by Licensor to Nantucket Electric Company for the above noted location as described in this License.

For Licensors' title, see Deed dated July 6, 2011, recorded with the Nantucket County Registry of Deeds in Book 1286, Page 132.

IN WITNESS WHEREOF, the TOWN OF NANTUCKET has caused its seal to be hereto affixed and these presents to be signed in its name and behalf by its Select Board, being thereto duly authorized this _____ day of _____, 2021.

TOWN OF NANTUCKET

BY ITS SELECT BOARD



Existing
Pullbox

Industry Rd

Shadbush Rd

3 Shadbush Rd

75Kva
277/480v

BUILDING

Existing
3ph pad
114-10

12 Industry Rd

**EXHIBIT 'A' NOT
TO SCALE**

The exact location of
said Facilities to be
established by and
upon the installation
and erection of the
Facilities thereof.

LEGEND

-  Primary cable
and 2-4"
conduits
-  Underground
service
-  3ph pad
transformers
75kva
-  Protective
Bollards
-  Pull-box

nationalgrid

Easement Sketch
3 Shadbush Rd, Nantucket
3ph pad, conduits, primary cables

Scale: NONE
Date: 06/15/2021
Drawn By: F.Santos Approved By:

Actrix Drawing Number

WR30376690

TOWN OF NANTUCKET

LICENSE AGREEMENT
FOR
POLPIS HARBOR
AND
RECREATION FACILITIES

This LICENSE AGREEMENT (this "**License**") is executed this ____ day of _____, 2021 by and between the **TOWN OF NANTUCKET**, a Massachusetts municipal corporation, acting by and through its Select Board, with a mailing address of a body politic and corporate, located at 16 Broad Street, Nantucket, Massachusetts, 02554 (hereinafter, the "**Town**"), and **NANTUCKET COMMUNITY SAILING, INC.**, a nonprofit corporation, with a mailing address of 4 Winter Street, Nantucket, Massachusetts 02554 (hereinafter, the "**Licensee**").

WHEREAS, the Town, through its Marine Department, is responsible for and oversees the use by the public of the harbors and waterways within the Town, including the area known as Polpis Harbor, as well as public landings related thereto; and

WHEREAS, the Licensee is established to operate instructional sailing programs for the public (the "**Program**"). The terms of the Program to be operated by the Licensee are as set forth in **Exhibit A** (and the documents referred to therein) which is attached hereto and made a part hereof; and

WHEREAS, the Licensee desires a license from the Town to enter upon and use for the purposes in Section I below, a portion of the Polpis Harbor and the public landing area adjacent thereto (the "**Licensed Premises**") as shown on the sketch plan attached hereto as **Exhibit B** and made a part hereof (the "**Sketch Plan**"); and

WHEREAS, the Town is the owner of said public landing off Wauwinet Road described as Lot 2 on Land Court Plan 9589-C and Lot 41 shown on Land Court Plan No. 6283-T, Sheet 4 by virtue of a Certificate of Title No. 10334 filed with the Nantucket Registry District of the Land Court; and

WHEREAS, the Town has determined that the interests of the public will be served by granting a license and operating permit to Licensee for the purposes of operating the Program in the Licensed Premises, and is willing to grant such license to allow the Licensee to enter upon and use the Licensed Premises for the purposes described in Section I below, subject to the terms and conditions set forth below.

NOW, THEREFORE, in consideration of the foregoing, the mutual agreements and covenants set forth herein and other good and valuable consideration, the Town and the Licensee agree as follows:

I. USE, PURPOSE, TERM.

The Town hereby grants to the Licensee a license to enter upon and use the Licensed Premises for the sole purpose of operating the Program subject to the following specified terms and conditions hereof.

Entry and use are limited to the Licensed Premises and are granted specifically, but not exclusively, to the Licensee, its contractors, agents, representatives, employees, volunteers, invitees, and permittees, solely for the operation of the Program in and upon the Licensed Premises, and shall be subject to the supervision by the duly designated representative of the Town which shall be the Town's Harbor Master. The Licensee shall observe and obey directives from the Harbor Master, as well as all other applicable laws, statutes, ordinances, regulations and permitting or license requirements.

During the exercise of rights hereby granted, the Licensee shall at all times conduct itself so as not to interfere unreasonably with operations of the Town or the activities of members of the public within the Licensed Premises. The Licensee, its contractors, agents and/or representatives shall provide and maintain an emergency contact person and telephone number with the Town's representative during the term hereof.

Such entry and use by the Licensee, its contractors, agents, representatives, employees, volunteers, invitees, and permittees, shall be exercised from June 15 to August 30 of each year commencing on June 15, 2022 and ending August 30, 2026 with the Licensor's option to renew the License every five years for no more than five (5) years, provided that the Licensee delivers to Town a written notice requesting renewal of the License no later than sixty (60) days prior to the end of the year of the current License. Such entry and use shall be further limited by the provisions of Section VII.

The Licensee shall prohibit any alcohol, tobacco products or drugs from being brought onto the Licensed Premises.

The Licensee shall be solely responsible for the upkeep and maintenance of the exterior areas adjacent to the Licensed Premises to the extent necessary for the safe operation of the Program. The Licensee shall be responsible for all removal and disposal of trash related to the operation of the Licensed Premises and the removal of debris from traveled areas and walkways on a not less than weekly basis.

II. CONSIDERATION

The consideration for this License shall be a fee of One and 00/100 Dollar (\$1.00), plus all legal costs and expenses incurred by the Town in relation to this License, the payment of all costs and expenses associated with the exercise of the rights granted hereunder, together with the observation and performance by the Licensee of all the obligations and covenants set forth in this License to the reasonable satisfaction of the Town.

III. INSURANCE

The Licensee, at Licensee's sole cost and expense, shall maintain public liability insurance, including coverage for bodily injury, wrongful death and property damage, in the minimum amount set forth herein to support the obligations of the Licensee under the terms and conditions of this License to defend, indemnify, and hold harmless the Town:

General Liability: \$1,000,000.00/occurrence, \$2,000,000.00/aggregate;

Bodily Injury Liability: \$1,000,000.00/occurrence, \$2,000,000.00/aggregate.

Prior to entering upon the Licensed Premises, Licensee shall provide the Town with a certificate of insurance in each case indicating the Town is an additional insured on the policy and showing compliance with the foregoing provision. The insurance coverage required hereunder shall be issued by insurance companies licensed by the Massachusetts Division of Insurance to do business in the Commonwealth of Massachusetts and having a Best's rating of B+ or better. All policies shall be written so that the Town will be notified of cancellation or restrictive amendment at least thirty (30) days prior to the effective date thereof. The Licensee agrees to provide verification of the continued existence of said insurance coverage prior to the commencement of operations in each year of the term of this License. The Licensee further agrees to maintain any and all worker's compensation insurance in accordance with Massachusetts General Laws and to provide the Town with evidence of the same within thirty (30) days of the execution of this License.

To the extent possible, the Licensee shall obtain, for each policy of insurance secured by it, provisions permitting waiver of any claims against the Town for loss or damage within the scope of the insurance, and the Licensee, for itself and its insurers, waives all claims against the Town as to such claims covered by such insurance.

IV. INDEMNIFICATION

The Licensee shall indemnify, defend and hold harmless the Town from and against any and all liability, loss, damage, costs, expenses (including, without limitation, reasonable attorneys' fees and expenses), causes of action, suits, claims, demands, suits, actions, costs, judgments, of any nature whatsoever, which are or may be imposed upon, incurred by, or asserted against the Town or its officers, agents, employees, successors and assigns, by reason of (a) any failure on the part of the Licensee, its contractors, agents, representatives, employees, volunteers, invitees, and/or permittees (collectively, the "**Licensee Parties**") to comply with any provision or term required to be performed or complied with by the Licensee under this License, (b) for the death, injury or property damage suffered by any person on account of or based upon the act, omission, fault, negligence or misconduct of the Licensee Parties or any person relating in any way to the Licensee's exercise of its rights under this License, and/or (c) from any and all costs and expenses incurred in connection with any cleanup, remediation removal or restoration work required by any federal, state or local governmental authority because of the presence of any Hazardous Materials (as defined in Section VI below) on or about the Licensed Premises, to the extent any of the Licensee Parties caused or contributed to such environmental occurrence. The provisions of this Section shall survive the expiration or termination of this License.

V. RISK OF LOSS

The Town is not responsible for the security of the Licensed Premises, providing or paying for any utilities to the Licensed Premises, or for the maintenance and repair of the Licensed Premises. The Licensee agrees that it shall use and occupy the Licensed Premises at its own risk, and the Town shall not be liable to any of the Licensee Parties for any injury or death to persons on or about the Licensed Premises, or loss or damage to any vehicles, equipment or other personal property of any nature whatsoever of any of the Licensee Parties, or of anyone claiming by or through any of the Licensee Parties, that are brought upon the Licensed Premises, except if such injury, death, loss or damages is caused directly by the gross negligence or willful misconduct of the Town, or its employees, agents, or contractors. The provisions of this Section shall survive the expiration or termination of this License.

VI. CONDITION OF THE PREMISES

The Licensee acknowledges and agrees that it accepts the Licensed Premises in "AS IS" condition for the purpose of this License, and that neither the Town nor its agents or employees have made any representation or warranty regarding the fitness of the Licensed Premises for the purposes and uses set forth in Section I above. The Licensee, at Licensee's sole cost and expense, shall be responsible for (i) maintaining the Licensed Premises in a good, safe and clean condition and repair, free of abandoned personal property, debris, and all other foreign matter, and further, the Licensee agrees that said area shall be cleared of any such foreign matters of debris immediately as such are, or may be, caused to exist; (ii) operating and maintaining the Licensed Premises in accordance with all applicable federal, state and local rules, regulations, laws and permit requirements in effect as of the date of this Agreement, as amended from time to time, and the restrictions on the Licensed Premises as set forth in the Certificate of Title No. 10334 and as extended by Extension of Restrictions dated November 30, 2012 filed with said Registry District of the Land Court as Document No. 10334 and (iii) correcting any damage caused to the Licensed Premises arising from or related to the use of the Licensed Premises by the Licensee or its contractors, agents, representatives, employees, volunteers, invitees, and permittees.

The Licensee, at the Licensee's sole expense and with the prior approval of the Town's Harbor Master, may place on or within the Licensed Premises such personal property (including a wood-decked float, moorings and a storage box as set forth in **Exhibit A**) as may be reasonably necessary for the operation of the Program as contemplated herein.

The Licensee shall not bring upon the Licensed Premises any oil or any other hazardous substance or hazardous material, as defined under any existing or future arising statutory law, and any rules and regulations promulgated thereunder, or common law ("**Hazardous Materials**"), except for the routine supply of fuel in suitable containers for the safety boats. No gasoline or other Hazardous Materials shall be stored on the Licensed Premises.

No exterior signs shall be installed by the Licensee without the prior written consent of the Town as to the size, type, design and location of said sign. If the Licensee either proceeds without the prior written consent of the Town, or installs a sign that does not conform to the specifications approved by the Town, the Town may enter the Licensed Premises to remove any

such unauthorized sign and to restore the Licensed Premises to its former condition. The Town shall bill the Licensee for any and all costs incurred in so removing any such unauthorized sign.

Further, the Licensee shall have no right to place any structures or objects on the Licensed Premises, whether permanent or temporary, or make major or permanent improvements, repairs, construction or installations upon the Licensed Premises, without the Town's prior written consent, which may be withheld in the Town's sole and absolute discretion. In the event that the Licensee is to replace, repair, construct or install any structures or objects, the Licensee, at the Licensee's sole cost and expense, shall procure all necessary permits before undertaking any work on the Licensed Premises, and shall cause all such work to be performed in a good and first-class workmanlike manner and in accordance with the requirements of insurers, employing new materials of prime quality. The Licensee shall at all times comply with (i) plans and specifications (which shall be prepared by and at the expense of the Licensee and approved by the Town prior to the commencement of any work); and (ii) all applicable local, state and federal rules, regulations, statutes and by-laws.

The Licensee shall not permit any mechanics' liens, or similar liens, to remain upon the Licensed Premises for labor and material furnished to the Licensee or claimed to have been furnished to the Licensee in connection with work of any character performed or claimed to have been performed at the direction of the Licensee and the Licensee shall cause any such lien to be released of record forthwith without cost to the Town.

The Town shall not, under any circumstances, be liable for the payment of any expenses incurred or for the value of any work done or material furnished to the Licensed Premises or any part thereof, but all such improvements and alterations shall be done and materials and labor furnished at Licensee's expense, and the laborers and materialmen furnishing labor and materials for the work shall release the Town from any liability.

All buildings and structures erected on the Leased Premises, the fixtures installed therein, and all other improvements made to the Licensed Premises by the Licensee shall become the property of the Licensee at the expiration or earlier termination of this License, unless the Town requires Licensee to remove the same. All personal property and equipment shall remain the exclusive property of the Licensee. The Licensee may at any time, at its sole option, remove any such personal property and equipment and restore the Licensed Premises to the same condition as prior to such alteration or addition, reasonable wear and tear and damage by fire or other casualty only excepted.

The Licensee further expressly agrees at the expiration or earlier termination of this License to restore the Licensed Premises, as may be required by the Town, to at least as good condition as its original condition was at the commencement of this License.

The provisions of this Section shall survive the expiration or termination of this License.

VII. CONDUCT

During the exercise of the rights hereby granted, the Licensee shall at all times conduct itself so as not to unreasonably interfere with the operations of the Town, and observe and obey applicable laws, statutes, ordinances, regulations and permitting or licensing requirements.

The Licensee shall be solely responsible for any and all costs and expenses associated with the exercise of its rights under this License.

VIII. TERMINATION and REVOCATION

This License may be revoked by either party upon written notice of revocation no later than January 1st of the year in which the License is to be terminated as set forth in said notice ("**Termination Notice**"). Notwithstanding the foregoing, the Town shall have the right to terminate this License (a) by giving Licensee ten (10) days prior written notice thereof if Licensee fails to comply with any material term of this License, provided that the notice of termination shall be void and of no further effect if Licensee cures such default within the aforesaid ten (10)-day period. The aforesaid notices by the Town shall be referred to herein as "**Default Termination Notice**".

In the event that this License is terminated by revocation of either party pursuant to this section or the rights granted hereunder are revoked, then the Licensee, at its own expense, shall remove all its facilities, apparatus, equipment and property from the Licensed Premises, and restore the Licensed Premises to its original condition as at the commencement of this License. If any personal property is not removed from the Licensed Premises within twenty-four (24) hours of expiration or termination, they shall be deemed abandoned and shall become the sole property of the Town. The provisions of this Section shall survive the expiration or termination of this License.

IX. RIGHTS AND RESERVATIONS OF THE TOWN

The Town reserves the right and the Licensee shall permit the Town to enter upon and use the License Premises at any time and for any and all purposes at the Town's sole discretion, and Licensee's use shall not interfere with the Town's use of the Licensed Premises.

The Town reserves all rights of ownership in and to Licensed Premises which are not inconsistent with the License. The Town further reserves the right to use the Licensed Premises for all uses not interfering with the use permitted Licensee hereunder.

X. MODIFICATIONS and AMENDMENTS

Modifications or amendments to this License shall be in writing and duly executed by both parties hereto to be effective.

XI. NOTICE

For purposes of this License, unless otherwise provided herein, all notices and other communications required or permitted under this License shall be in writing and shall be deemed to have been duly given when delivered, if sent by registered or certified United States mail (return receipt requested/postage prepaid), if delivered personally, or if sent by overnight mail via commercially recognized overnight courier, to the parties at the respective addresses listed below (or at such other addresses as shall be specified by like notice:

Town: Select Board
 Town & County Building
 16 Broad Street
 Nantucket, MA 02554

Licensee: Nantucket Community Sailing, Inc.
 4 Winter Street
 Nantucket, MA 02554

These addresses are subject to change, and the parties hereto agree to inform each other of such changes as soon as practicable.

XII. ASSIGNMENT/NO RECORDING

The Licensee shall not assign, sublicense or otherwise transfer this License or permit any entity or any other person to use the Licensed Premises except as specifically set forth herein. Further, this License shall not be recorded by either the Town or Licensee.

XIII. NO ESTATE CREATED

This License shall not be construed as creating or vesting in the Licensee any estate in the Licensed Premises, but only the limited right of possession as hereinabove stated.

XIV. EXHIBITS and ATTACHMENTS

Any and all exhibits and attachments referenced herein or attached hereto, are duly incorporated within this License.

XV. SURVIVAL of TERMS and PROVISIONS

No waiver, express or implied, by the Town or breach of any covenants, agreements or duty on the part of Licensee shall ever be construed as a waiver of any breach of the same or any other covenants, agreements or duty. Notwithstanding the expiration or earlier termination of this License, the Licensee's obligations under this License, including, but not limited to, all appropriate terms and provisions relating to the restoration of the License Premises affected hereby, shall survive and remain in full force and effect.

XVI. GOVERNING LAW

The parties agree that the laws of the Commonwealth Massachusetts shall govern the interpretation and enforcement of this License, and any and all legal actions brought in connection with this License shall be brought in courts within the Commonwealth of Massachusetts.

XVII. COUNTERPARTS

This License may be executed in one or more separate counterparts, each of which when so executed shall be deemed to be an original. Such counterparts together shall constitute one and the same instrument

[REMAINDER OF PAGE LEFT INTENTIONALLY BLANK]

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

TOWN OF NANTUCKET
By its Select Board

LICENSEE:
NANTUCKET COMMUNITY SAILING,
INC.

Jason Bridges

By:_____

Kristie Ferrantella

(Print or Type Name)

Matt Fee

(Title)

Dawn Hill Holdgate

Melissa Murphy

EXHIBIT A
LICENSEE LETTER

(See Attached)



Officers

Harry Rein
Chair

Linda McGrath
1st Vice President

West Riggs
2nd Vice President

Penny Dey
Treasurer

Carolyn Grant Zarrella
Clerk

Board of Directors

Bill Birch
Barbara Desai
Paul Gaucher
Page Gosnell
Chris Gould
Bill Grieder
Dan Gropper
Pell James
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Tracey Marshall
Sue McCollum
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Arthur Reade
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Julie Steindler
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Scott Ulm
Wink Van Ogtrop
Tom Whidden

Directors Emeritus

Steve Godwin
Garth Grimmer
Eric Holch
Martin McKerrow
Alan Newhouse*
Nat Philbrick
Roger Vandenberg
Sandra Welsh*
Alan Worden
Suzanne Zavatsky
**In memoriam*

Staff

Diana Brown
President & Chief Executive

Pascal Antonietti
Boats & Facilities Manager

Emily Aswad
Asst. Program Director

Francine Balling
Chief Operating Officer

Emily Taylor
Program Director

October 20, 2021

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

Re: Renewal of Nantucket Community Sailing license agreement for Polpis Harbor

Dear Libby,

Nantucket Community Sailing (NCS) requests the renewal of our license agreement with the Town for use of the public landing area and harbor at Polpis Harbor for a five year period, beginning June 2022.

NCS Polpis Harbor Program Summary

NCS has been using Polpis Harbor for its youth sailing programs since 1995. As a protected, shallow body of water, Polpis Harbor is the safest and best location on Nantucket for NCS to teach young children how to sail without the added challenges of strong winds, currents, and commercial boat traffic.

NCS operates its sailing programs for approximately ten weeks each year, from mid-June through August. We are a non-commercial, educational, non-profit charitable organization. We subsidize the cost of our sailing programs through fundraising activities.

In 2020 we did not run any classes in Polpis Harbor due to the pandemic. In 2021 we had closer to a normal season with 825 youth enrollments across all our programs, 40% of whom were year-round Nantucket children. The youngest children, ages 4 -12, sail in the protected waters at Polpis, while older children sail at Jetties Beach or in the main Harbor. NCS provided sailing scholarships for almost every local child, and free sailing and watersports for hundreds of participants from the Boys and Girls Club, the High School sailing team, STAR program, youth and adults with disabilities, and clients and caregivers from PASCON. In addition we initiated a new toddler program, Tiny Salts, and a senior sailing program, Silver Sailors. Our sailors range in age from 2 to 92.

While our presence in Polpis has increased somewhat since NCS began in 1995, the number of children and boats remained stable for several years in recognition that the harbor is at capacity. In order to provide better social distancing during the pandemic, we moved some Polpis programming to Jetties Beach, so we are slightly reducing our use of Polpis Harbor. All our small boats are stacked on floats for the most efficient use of the water space, and our larger boats and safety boats are close together on a chain between moorings. We review our floats and mooring positions with the Harbor Master each year to ensure that we are implementing the most efficient and responsible footprint.

NCS Polpis programs	1995	2017 Polpis license renewal	2022 Polpis plans
Students (am/pm)	20 (up to 60 per day in three sessions)	50 (up to 100 per day in two sessions)	40 (up to 80 per day in two sessions)
Sailboats	11 sailboats: - 6 Capris - 1 Mistral - 1 Rhodes 19 - 3 Prams	35 sailboats: - 22 Optis (stacked on floats) - 6 RS Quests (on chain) - 4 Prams (stacked on floats) - 3 O'Day/R19	25 sailboats: - 18 Optis (stacked on floats) - 5 RS Quests (on chain) - 2 R19
Safety boats	2	5	7
Moorings	7	2 plus chain (skiffs and Quests on chain)	3 plus chain (skiffs and Quests on chain)
Floats	2	3	3

NCS Participation in Polpis Harbor Municipal Property Advisory Group

In 2013 the Town implemented the Polpis Harbor Municipal Property Advisory Group, per the deed restrictions held by the Nantucket Conservation Foundation. NCS is a member of this group, and we have met many times over the years. This has been a positive forum for discussion and action. In 2017 the group discussed options for improving Polpis Harbor Road and whether the NCS program should move to the Land Bank property on Polpis Harbor Road. The consensus of the group was that the Land Bank property was already at capacity serving the public and commercial fisherman, the Polpis Harbor Road cannot be widened or improved due to bordering wetlands, and that the best location for NCS to operate is the current location off Wauwinet Road. In support of this, Bayberry Farms LLC has granted NCS a long term agreement to continue to keep the NCS shed on their property.

NCS on-going actions in support of the Polpis Harbor natural resources

NCS recognizes that we have an impact on a popular and constrained harbor, and strives to be a responsible, good neighbor. These are some of our actions:

- NCS holds a Polpis beach clean-up each June, picking up trash from the Land Bank property, the Bayberry LLC property, and on the Town and Nantucket Conservation Foundation property off Wauwinet Road. We also pick up the beach area daily.
- NCS provides subsidized round-trip van service between Polpis Harbor and the Ice Rink, for morning and afternoon sessions, Monday through Friday, although we discontinued it during the pandemic. This van service is highly popular with both the children and parents, especially Nantucket working parents, and usage has increased each year. The result was a significant decrease in traffic on Wauwinet Road and the Polpis access way, and far fewer cars lined up along the road waiting to drop off children.
- We encourage carpooling for those who are not able to ride the van.
- Per the recommendation of the Polpis Harbor Municipal Property Advisory Group and with the support of the Police Chief, NCS tried placing two traffic cones in the center of Wauwinet Road near the access road to slow traffic and improve safety. However, they kept getting run over and some of the neighbors complained, so we removed the cones.
- NCS reduced the number of students, boats, and cars coming to Polpis by relocating the Opti racing class to Monomoy, with the support of the Harbor Master. In 2021 we relocated the Opti Blue intermediate class to Jetties Beach.
- When needed, NCS posts instructors at the end of the access road to direct traffic and meet students.
- Although NCS operates sailing classes daily, Monday through Friday, our peak use of the waterfront is only at the beginning and end of our classes when we are taking children to and

from the beach to the boats. The waterfront and access road is accessible to public for the majority of the weekday and all the time on evenings and weekends.

- NCS educates our students and staff on the fragile coastal and harbor resources. We minimize our footprint on land with a small shed and one kayak on private property.
- NCS has worked with the national environmental organization, Sailors for the Sea, since 2009 to implement environmentally conscious actions, including using non-toxic bottom paint, applying environmentally friendly resins, installing four-stroke engines, distributing reusable water bottles, implementing recycling, using compostable materials, educating our participants on best practices, and performing ongoing beach clean ups.
- We work with the Marine Dept. to remove all the derelict private boats left on the Polpis Harbor shore along both Town and private property.
- We install and maintain cleanliness of a port-o-john during the summer season.
- NCS instructors carpool and park on Land Bank property off Polpis Harbor Road, allowing more parking and turn around space for the public at 18 Wauwinet Road.

NCS will continue to work with the Town, the Harbor Master, the Polpis Harbor Municipal Property Advisory Group, Bayberry Farms LLC, the Nantucket Land Bank, the Conservation Commission, and the Nantucket Conservation Foundation to ensure that NCS has the ability to serve the Nantucket community and teach children the confidence, teamwork and leadership skills that sailing provides.

On behalf of our board, staff, and especially the students that we teach to sail, thank you for all that the Town of Nantucket does to support Nantucket Community Sailing.

Sincerely,



Diana L. Brown
President & Chief Executive, Nantucket Community Sailing

EXHIBIT B
SKETCH PLAN OF LICENSED PREMISES

(See Attached Sketch)

EXHIBIT B
Nantucket Community Sailing
Use of Polpis Harbor



From: [Allyson Mitchell](#)
To: [Erika Mooney](#)
Subject: Resignation from Affordable Housing Trust
Date: Friday, October 15, 2021 5:47:14 PM

To Whom It May Concern,

I am writing this email to officially resign from my role as an At-Large Member of the Nantucket Affordable Housing Trust as I have accepted the position of Housing & Real Estate Office Manager with the town.

Please let me know if you need this resignation in any other format or if I need to submit a signed letter.

Best,
Allyson Mitchell

Sent from my iPhone

This email was scanned by Bitdefender

Nantucket Affordable Housing Trust

	Reema Sherry	At-large, 2 year term	2022
	Allyson Mitchell	At-large, 2 year term	2022
	Brooke S. Mohr	At-large, 2 year term	2023
2 yr term	Brian Sullivan	Real Estate Agent/Broker	2022
	Dawn Hill Holdgate	SB Rep	2022
	Penny Dey	Housing Authority	2022
	David Iverson	NP&EDC	2022



October 19, 2021

Mr. Jason Bridges

Select Board Chair

Via Email

Dear Chair Bridges:

The Robert B. Our Company respectfully requests a waiver of the Town of Nantucket's noise ordinance in order to conduct night work to construct a portion of the Madequecham Valley Road Waterline Project for the Nantucket Memorial Airport. As part of the project a new water line and services will be installed within the road on Madequecham Valley Road and a portion of the airport property that requires night work. We are requesting a noise ordinance waiver that would allow for construction of this critical public infrastructure project in the evening hours from 10 PM to 7 AM from November 15th to May 15, 2022. We are requesting to Work Sunday night thru Thursday night. Based on discussions with the project team and Lieutenant MacVicar full road closures will be in effect , and we will work with safety officials on a plan shall an emergency situation present itself. Thank you for your consideration

Sincerely

Abigail Rose

Project Manager

Preliminary Outline #1 for 2022 Annual Town Meeting Warrant

For 10/27/21 SB review

As of 10/24/21

NOTE: Numbering & Order is NOT FINAL

Annual Articles

1. Receipt of Reports
2. Appropriation: Unpaid Bills
3. Appropriation: Prior Year Articles
4. Revolving Accounts: Annual Authorization
5. Appropriation: Reserve Fund
6. FY 2022 General Fund Budget Transfers
7. Personnel Compensation Plans for FY 2023
8. Appropriation: FY 2023 General Fund Operating Budget
9. Appropriation: Health & Human Services
10. Appropriation: General Fund Capital Expenditures
11. Appropriation: FY 2023 Enterprise Funds Operations
12. Appropriation: Enterprise Funds Capital Expenditures
13. FY 2022 Enterprise Funds Budget Transfers
14. Appropriation: Waterways Improvement Fund
15. Appropriation: Ferry Embarkation Fee
16. Appropriation: Ambulance Reserve Fund
17. Appropriation: County Assessment
18. Appropriation: Finalizing FY 2023 County Budget
19. Rescind Unused Borrowing Authority (***if needed***)
20. Appropriation: OPEB Trust Fund
21. Appropriation: Free Cash
22. Appropriation: Stabilization Fund

Other Select Board Sponsored Articles

NOTE: most of these were reviewed/discussed by SB and/or Town Administration since the 2021 ATM

ZONING* BYLAW & GENERAL BYLAW AMENDMENTS

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

Zoning Bylaws

See attached from Planning

General Bylaws

- Paid parking? (see vote on Article 66 of 2020 ATM – attached)
- Rescind/amend Chapter 46-4 of the Town Code re: Town office location - ?
- Minor change to title of Article II of Chapter 127 (from “Obstructions on Sidewalks” to “Obstructions on Sidewalks, Streets, Bicycles Paths or Ways”)

- Amendment to Chapter 55 (Animals – Leash Law) of the Town Code, to allow for an exemption for established “dog parks”
- Government Study Committee “clean up” items
- Reconcile bylaw numbering references to membership of Agricultural Commission
- Short-term rental regulations?

HOME RULE PETITIONS

Resubmittal of Pending HRP's from prior ATMs (these have not been acted upon by the Legislature as of now; some have been through more than one ATM)

- Community Housing Bank (Article 79/2019 ATM)
- Real estate transactions with Land Bank: Mill Hill Park, Nobadeer Playing Fields (Article 92/2021 ATM)
- Airport Capital (Article 94/2021 ATM)
- Charter Change for Audit Comm (Article 93/2021 ATM)
- Issuance of Pension Bonds (Article 95/2021 ATM)

New

- potential transfer(s) in connection with Sheep Pond Road relocation

MGL ACCEPTANCES

- Municipal Water Infrastructure Investment Fund (needs research, and would also require a ballot vote) – do we want to pursue this?
- Possible Special Stabilization Fund establishment for allocation of marijuana dispensary fee revenue (need to review with Town Counsel & Finance Director)
- Community Impact Fee on Short-term Rentals (Town Counsel info attached)
- Tax Work-off Abatement Program – potential adoption of additional local acceptance statute(s) for senior citizens and veterans (need to review)

REAL ESTATE RELATED

- TBD in connection with HRP's with Land Bank (see above)
- Authorization for grant(s) of utility easement(s) for Airport at Bunker Rd location(s)
- Authorization for grant of utility easement for Shadbush Rd (Marine Maintenance building)
- Long-term lease authorization for shooting range
- Conservation Restriction for property for shooting range
- **Potential purchases – pending SB final review:**
\$4,750,000*

BALLOT QUESTIONS

- possible debt exclusion(s) and/or capital exclusion(s) for capital projects; real estate*
- charter change re: mailing of town meeting warrant (Article 96/2021 ATM)

CITIZEN ARTICLES

Submittal deadline Mon, November 15

ARTICLE 66

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

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

(Christopher Glowacki, et al)

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

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

approved at 2020 ATM

[HISTORY: Adopted by the 1863 Town Meeting of the Town of Nantucket, approved 9-7-1863. Amendments noted where applicable.]

§ 46-1 Seal and subscription.

[Amended 6-25-2020 ATM by Art. 70, approved 10-27-2020]

All conveyances under seal which may hereafter be executed on behalf of the Town, or otherwise, shall be sealed with the Town's Common Seal and subscribed by a majority of the Select Board for the time being.

§ 46-2 Short-term leases by Select Board.

[Added 11-13-1990 STM by Art. 58, approved 3-19-1991; amended 6-25-2020 ATM by Art. 70, approved 10-27-2020]

The Select Board may enter into short-term leases of Town-owned property (not to exceed five years), including vacant or improved land or portions thereof, on terms and conditions it deems reasonable, without the further necessity of Town Meeting approval.^[1]

[1] *Editor's Note: All procurement procedures will be governed under the stipulations of the Uniform Procurement Act, which is Chapter 30B of the Massachusetts General Laws.*

§ 46-3 Short-term leases by Park and Recreation Commission.

[Added 11-13-1990 STM by Art. 58, approved 3-19-1991]

The Park and Recreation Commission may enter into short-term leases, not to exceed five years, of property under its jurisdiction, control and management, including vacant or improved land, or portions thereof, on terms and conditions they deem reasonable, without the further necessity of Town Meeting approval.^[1]

[1] *Editor's Note: All procurement procedures will be governed under the stipulations of the Uniform Procurement Act, which is Chapter 30B of the Massachusetts General Laws.*

§ 46-4 Acquisition of land for Town offices.

[Added 4-14-1997 ATM by Art. 77, approved 8-5-1997]

All acquisitions by the Town of Nantucket, whether by purchase or by lease, of vacant or improved land outside the downtown core district, the acquisition of which is for the construction and/or renovation for use as Town offices, shall require a vote of the Town Meeting; no offices presently within the downtown core district shall be relocated to any site outside the downtown core district without a vote of the Town Meeting.

§ 46-5 Limitation on transfer or use of real property interests owned by Town.

[Added 10-10-2018 STM II by Art. 3, approved 5-8-2019]

- A. Purpose: In view of the release and spill of approximately 3,000,000 gallons of wastewater, more or less, from a sewer line during the winter of 2018, the purpose of this bylaw is to reduce the risk of future such releases and spills and to protect the Nantucket environment and the health, safety and welfare of Town residents.
- B. Town Meeting approval of real property transfers for nongovernmental sewer use: In addition to any other requirement applicable by law with respect to state or local permits or approvals, including in addition to (and not in place of) the provisions of Chapter 396 of the Acts of 2008, and notwithstanding Chapter 46 of the Town of Nantucket Town Code or any provision of the Town of Nantucket Town Code to the contrary, no act by the Town of Nantucket to transfer, convey, or allow the use of real property owned by or under the jurisdiction or control of the Town of Nantucket, or interests therein or license thereto, however described, including grants of rights to use or occupy whether by conveyance, lease, easement, grant, transfer or license of any real property owned by or under the jurisdiction or control of the Town of Nantucket by deed, easement, grant, order, law or otherwise, including but not limited to Town street and ways, land owned by the Town, easement areas over which the Town holds an easement for sewer or other purposes, shall be authorized or approved by any Town board, commission, committee or official (the foregoing hereafter referred to as a "real property transfer"), to any private or nongovernmental person or entity for the purpose of operating or maintaining any wastewater sewer system drain, main or pumping station, whether gravity or force sewer mains, unless such real

Libby Gibson

From: John Giorgio <JGiorgio@k-plaw.com>
Sent: Monday, May 24, 2021 9:57 AM
To: Libby Gibson
Cc: Erika Mooney, Brian Turbitt
Subject: FW: Community Impact Fee
Attachments: KP-#657762-
v1-_This_is_the_correct_version_Local_Options_Rooms_Excise_Tax_-_Form_of_Town_Meeting_Votes.DOCX; KP-#655135-v3-MMA_eupdate_regulation_of_short_term_rentals_-_key_provisions.pdf

Dear Libby;

You have asked me to prepare a summary of the options the Town has in imposing a community impact fee on short-term rentals. I am attaching an EUpdate and a paper that I prepared which, among other things, summarizes the community impact fee options and provides the forms of the necessary town meeting votes.

Here are the highlights:

1. The Short-Term Rental Legislation provides for a process for cities and towns to assess two separate community impact fees on short-term rentals.
2. Town Meeting must vote by a majority vote to adopt the specific sections of the law and set forth in the vote the amount of the fee, which cannot exceed 3%.
3. These options are only available to towns that have already adopted the local option rooms excise tax, which, of course, Nantucket has.
4. The community impact fees are separate and apart from both the local options rooms tax and the Cape Cod and Islands Water Protection Fund rooms tax of 2.75%.
5. Nantucket has not, however, opted in to the CCIWPF, so the 2.75% additional tax is not being collected in Nantucket at this time.
6. Unlike the rooms excise tax, however, the community impact fees may only be assessed to short-term rentals and not the other classes of businesses such as hotels that are subject to the rooms tax.
7. The first community impact fee only applies to professionally-managed units, which under the law (G.L. c.64G,§1) includes "1 of 2 or more short-term rental units that are located in the same city or town, operated by the same operator and are not located within a single-family, two-family or three-family dwelling that includes the operator's primary residence."
8. The second fee applies to owner-occupied units, which includes "a short-term rental unit that is located within a two-family or three-family dwelling that includes the operator's primary residence."
9. Town Meeting must adopt the two fees in separate votes.
10. The Town cannot adopt the fee on owner-occupied units unless it first votes to adopt the fee on professionally-managed units.
11. If adopted, the Department of Revenue collects the fee(s) along with the local option rooms tax and then remits the revenue to the Town quarterly.
12. The Town is required to spend a minimum of 35% of any community impact fee revenue on affordable housing or infrastructure.

13. From a municipal finance perspective, a minimum of 35% of the revenue from either fee is not unrestricted General Fund revenue. The revenue must be held in a receipts reserved for appropriation account and must be appropriated for either affordable housing or infrastructure projects.
14. The Town may dedicate without further appropriation all or a portion of either fee (but not less than 25%) to a general or special purpose stabilization fund. Moneys in the stabilization fund may be appropriated by Town Meeting for an allowable purpose by a two-thirds vote of Town Meeting.

Clearly, however, not all short-term rentals will even be subject to the host community fee. For example, if an individual operates only one short-term rental on the Island which is not his or her primary residence, that Operator will not be required to pay a community impact fee even if the Operator rents the unit through a real estate agent or a hosting platform because the fee only applies to the rental of 1 of 2 or more units operated by the same Operator. Furthermore, If an Operator occupies one unit of a duplex and it is his or primary residence, the second unit is subject to the fee if it is rented out as a short-term rental. If an Operator rents a room in his or her single-family primary residence, that room rental is not subject to the fee because it is not a two-family dwelling.

According to the Department of Revenue website, the following major municipalities have adopted one or more of the community impact fees: Amherst, Arlington, Boston, Cambridge, Plymouth, and Swampscott. I think it will be difficult to estimate the revenue that the Town will receive from short-term rental community impact fee(s) unless the Town requires registration requirements by either bylaw or regulations that would enable the Town to break out the number and type of short-term rental units operating in the Town. For example, according to the DOR website, Plymouth has collected approximately \$50,000 in community impact fees so far in FY 2021.

John

John W. Giorgio, Esq.
KP | LAW
101 Arch Street, 12th Floor
Boston, MA 02110
O: (617) 556 0007
D: (617) 654 1705
F: (617) 654 1735
C: (617) 785 0725
jgiorgio@k-plaw.com
www.k-plaw.com

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Short-Term Rental Law - Key Provisions

January 2019

On December 28, 2018, Governor Baker signed into law Chapter 337 of the Acts of 2018, "An Act Regulating and Insuring Short-Term Rentals" ("Act"), which Act, among other things, replaced sections 1-6 of G.L. c.64G with 11 new sections. These are the key provisions of the new law:

- **Applicability.** The term "short-term rental" as defined in G.L. c.64G, §1 means renting rooms, apartments, houses, or other units, to be occupied for a period of no more than 31 consecutive calendar days, and excluding hotels, motels, lodging houses and bed and breakfast establishments (four or more rooms to rent, with breakfast). Not included in the definition of a "short-term rental" is a "bed and breakfast home", defined as "a private, owner occupied house with up to three rooms to let, with breakfast included."
- **State Registration.** Operators of short-term rentals are required to register with the Department of Revenue and, pursuant to G.L. c.62C, §67, obtain a certificate of registration. The Executive Office of Housing and Economic Development will maintain a registry listing all registered certificate holders in the lodging industry, including short-term rentals, with short term rental locations identified only by street name and municipality.
- **State Excise Tax.** The existing room occupancy excise tax statute, G.L. c. 64G, §3, was amended to include short-term rentals. The state room excise tax remains at 5.7%, provided that no tax may be imposed if the rent is less than \$15 per day. Note that operators renting out their property for a period of 14 days or less in one calendar year are exempt from this tax.
- **Local Option Excise Tax.** The local option room occupancy excise tax, G.L. c.64G, §3A, has also been amended to apply to short-term rentals. This local option allows a municipality, by vote of its legislative body, to adopt and establish a local tax of up to 6% of the total amount of the rent per stay, up to 6.5% in Boston, subject to the same exclusions as the state excise tax. ***Importantly, municipalities that previously accepted G.L. c.64G, §3A need take no further action to apply the local option room occupancy excise to short-term rentals. If a municipality seeks to change the existing local option tax rate, however, local legislative action will be required.***
- **New Local Options.** Municipalities that have adopted the local option room occupancy tax may also consider adoption of two new local options. A municipality that accepts G.L. c.64G, §3D(a) by a majority vote of its legislative body may impose a community impact fee on short-term rental operators of up to

THE LEADER IN PUBLIC SECTOR LAW

617.556.0007 | 1.800.548.3522 | www.k-plaw.com | ©2019 KP Law, P.C.

3% of the total amount of each stay. The fee applies only to operators that own at least two rental units in the municipality, which units are detached from the operator's primary residence (unless that residence is in a structure containing four or more units). By separate vote, a municipality may also adopt G.L. c.64G, §3D(b), to make that fee applicable to units located within a two or three-family dwelling that includes the operator's primary dwelling.

NOTE: The municipality must dedicate at least 35% of the revenue from these two new local option fees to affordable housing or local infrastructure projects.

- ***Cape and Islands.*** In Barnstable, Dukes, and Nantucket Counties, the law imposes an additional room excise tax of 2.75% to generate revenue for a Cape and Islands Water Protection Trust Fund for water pollution abatement projects. This surcharge is automatically applicable in Barnstable County and applicable in Dukes and Nantucket Counties in the manner set forth in the statute. Should towns wish to withdraw from the Fund, a mechanism is available.
- ***Local Ordinances and Bylaws.*** General Laws c.64G, § 14 authorizes municipalities to enact ordinances and bylaws to regulate operators of short-term rentals and to impose civil penalties for violations. Types of regulation described include: establishment of a local licensing or registration requirement, the "number of local licenses or permits issued", and "the number of days" in a calendar year a person may make short-term rentals available for rent; zoning; mandated health and safety inspections; and establishment of fees for necessary local administration of the short-term rental program.

Consistent with the Home Rule Amendment to the Massachusetts Constitution, municipalities may enact local ordinances or bylaws containing provisions not enumerated in the Act provided that they are "not inconsistent" with the provisions of the Act. In addition, boards of health retain jurisdiction to enact health and safety regulations with respect to short-term rentals.

Cities and towns are also authorized to publish a "public registry" of all short-term rental accommodations offered for rent by registered operators within their limits, and may determine "what relevant information shall be listed, including where the accommodation is located."

- ***Effective Dates.*** The taxation portions of the Act will be applicable to short-term rentals commencing on or after July 1, 2019, but **will not** apply to contracts executed before January 1, 2019 for short-term rentals executed before January 1, 2019. The Department of Revenue is interpreting the July 1 effective date as excluding all rentals that begin June 30, 2019 or earlier, for the entire length of that rental.

Please contact Attorneys Joel Bard (jbard@k-plaw.com) or John Giorgio (jgiorgio@k-plaw.com) at 617.556.0007 with any questions concerning the Act.

Disclaimer: This information is provided as a service by KP Law, P.C. This information is general in nature and does not, and is not intended to, constitute legal advice. Neither the provision nor receipt of this information creates an attorney-client relationship with KP Law, P.C. Whether to take any action based upon the information contained herein should be determined only after consultation with legal counsel.

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Libby Gibson

From: Leslie Snell
Sent: Thursday, September 30, 2021 12:28 PM
To: Libby Gibson
Cc: Andrew Vorce
Subject: DRAFT Article concepts from Planning Board/PLUS
Attachments: DRAFT Article Concepts for 2022 ATM 093021.docx

Libby –

Attached is a DRAFT list of article concepts. The intention is not to move forward with all of these, but to provide a list of needed amendments for the Board to prioritize and choose from.

Leslie

Leslie Woodson Snell, AICP, LEED AP BD+C
Deputy Director of Planning

Nantucket Planning & Economic Development Commission
Planning & Land Use Services (PLUS) Department
2 Fairgrounds Road
Nantucket, MA 02554

Telephone: 508-325-5385



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DRAFT Planning Board/PLUS Article Concepts for 2022 ATM (09/30/21)

RC-2 Phase Out Articles

- Remaining Nobadeer Farm Road parcels
- West side of Arrowhead Drive to CTEC
- East side of Surfside Road to CN (near Windy Way and Miacomet Avenue)
- Perry Lane/Bartlett Road to CTEC (one parcel)
- Nobska Way to R-5
- Bartlett and Raceway to CTEC or R-10
- Mioxes Way and Bartlett Road LUG-2 and RC-2 to R-5 or R-10

RC Phase Out Articles

- Galley Beach to CN
- Harbor Place/Commercial Wharf – to ROH and CDT
- End of Washington Street (Sayle (3)) to CN
- 77 Washington Street to ROH
- 34 and 36 Washington Street (TON) to R-40 or ROH
- Harbor Terrace/Spruce Street/Marine Home Center ?

R-1 Phase Out Articles

- SR-1 ? Dependent on Area Plan
- Vesper Lane/Cato Lane/Woodland Hills Subdivision – R-5L

Technical Amendment to the Zoning Map

- Richmond R-5/CN correction for parking areas in Sandpiper II (check to see if needed for Sandpiper I)
- Other split lot clean up

Zoning Bylaw Amendments

- Technical Amendments – all in a single article TBD
 - Correct language about 2nd driveways to include garage apartments and tertiary dwellings
 - Change definition of tent to allow for extension by special permit
 - Add a definition and specific allowance for food truck – currently treated as take-out
- Special permit allowance for regularity factor
- Short term rentals
- Cannabis articles from CAC?
- Additional covenant units allowed on a lot
- Open Space Bylaw

Real Estate

- Paper Street Acquisition/Disposition
 - Red Barn Road and Sheep Pond Road area
 - Surfside yard sale in vicinity of Curve Street (Plan 2012-60)
 - Tom Nevers Road network (additions to prior ATM votes)
 - Eel Point Road
 - Hawthorne (Sconset)
 - Westchester Street (public road? Land Bank)
- Home Rule Petition
 - Ames and New Hampshire Avenue (real estate disposition already voted)

Monthly Town Management Activities Report

October 27, 2021

As of 10/21/21

Highlights (major projects):

Plans/Reports/Studies*

- Coastal Resiliency Plan – actively underway; **draft out**
- Strategic Plan (implementation on-going); updated Strategic Plan for 2020-21 adopted at 1/13/21 Select Board meeting; staff working on implementation planning; **reviewed status of implementation with SB 10/13/21 – need to schedule follow-ups re: solid waste, IT, form of government study committee**
- Madaket Water Quality Improvement Plan –contract on 3/17 agenda for update of conceptual design and estimated cost; **consultants working on updates to route and costs**; then, will schedule review with SB and with Madaket group; meeting with Madaket group scheduled; met with Madaket group, working on follow-up; **reviewing report from Weston & Sampson, will schedule review with SB in Nov (hopefully)**
- Facilities Master Plan – Select Board workshops in November and January; follow-up workshop with Town Admin recs scheduled for ~~June 28~~ **July 8 August 19**; concession planning led by Facilities working with Park & Recreation Commission and other stakeholders for input (Coastal Res; Historic Pres, etc); contract with Weston & Sampson for professional assistance will be on upcoming SB agenda – *this will need to be put on hold for now until Facilities Director position is filled*; **need direction from SB re: DPW facility**
- Baxter Road long-term planning – contract executed with Arcadis at 2/10/21 SB meeting; update expected in early April; update given at 4/14 SB meeting; update provided to SB on 7/14; stakeholder final input meeting 9/14; final report to be presented 10/6; **SB Position statement discussion at 10/20 meeting; continued discussion at 11/3; follow-up to Arcadis report?**
- PFAS Town-wide Risk Assessment – report presented at 2/10/21 SB meeting; staff working with consultant on next steps; inquiries rec'd and responses provided to Airport area (and beyond) residents; update on PFAS efforts provided to SB on 7/7; working with CDM Smith on Phase II assessment; facilitated public information session 8/17/21; numerous PFAS issues being worked on; update provided to SB 9/22; **next public info session October 21**

Meetings

- Department Heads 1:1
- Cabinet – **Retreat held on 10/22**
- Admin Staff – meeting monthly
- Agenda Prep – weekly meetings
- Select Board – individual meetings, weekly
- 2021 Annual Town Meeting and Election follow-up
- **2022 ATM prep**
- Cape Cod Managers – monthly
- Summer Issues Team
- PFAS – communications, planning
- Solid waste long-term planning/weekly
- FY 23 Capital project request review meetings
- **FY 23 Budget meetings with departments**
- **DPW Operations (weekly if not more frequent)**
- **Behavioral Health Steering Committee**
- **OIH**
- **Waste Options**
- **Nantucket Community Assoc – transition**
- **Park & Recreation Commission: School Athletic facility plans presentation; Tom Nevers & Parks Master Plan revisions; DPW facility – playing field reconfigurations/additions potential at Nobadeer/Delta**
- **Post season beach meeting**

■ TIOLI re-opening issues

Events

- annual ICMA conference

*Projects/Other**

- COVID-Related: working on restoring “normalcy” with meetings, projects; addressing/dealing with COVID-related delays and impacts
- Nobadeer Field House – construction/review of plans underway; procurement of construction oversight engineer
- Town Pier – **waiting on final federal permitting; hope to bid out in spring 2022, start work fall 2022**
- Harbor Place
- Third Sewer Force Main – planning underway; bids due end of October; **bids rec’d, contract being prepared**
- Waite Dr – **construction underway; OPM procured**
- SBPF/Baxter Rd – **on-going; substantial staff time**
- DEI Strategic Plan RFP – contract awarded; met with consultants; compilation of information underway
- Classification & Compensation Study – contract award pending
- Committee Handbook update - underway
- Development/update of fall/winter projects map/timeline – regular monitoring, updating
- Sustainability function within Town government – internal development
- Seasonal AND year-round employee housing site design – meeting with AHT
- Procurements for: town employee rental housing; playing field maintenance
- Prioritization of DPW projects
- OIH
- Downtown sidewalk repairs; fall paving (upcoming: Okorwaw/Monohansett patching; Washington-Francis patching – scopes & funding being determined)

MANY ITEMS HAVE HAD TO BE PUT ON HOLD DUE TO COVID-19 PANDEMIC RESPONSE – some of these include:

- *Revisions/Updates to the Real Estate Yard Sale Program* – working on review of proposed revisions with Board
- *Pool Discharge (and/or Stormwater) Regulations* – **underway**
- *Marijuana License Regulations*
- *Sheep Pond Road* – **working on alternative access options; other “issues” with residents**
- *Government 101* – in queue – **assigned to a WPI group**
- *Comparison of WIIF to CIWPF to short-term rental tax community impact fee* – **in queue**
- *Regulations Codification project* – have rec’d codified regs; need to schedule public hearings with 8 Boards/Commissions – **in queue**

Personnel

- Collective Bargaining Negotiations (all units)
- Transportation Planner
- Deputy DPW Director/Facilities
- DPW Director
- Asst Treasurer – **Filled**
- **OIH Administrator**
- **PENDING: Park & Rec Director**