

SB

Agenda

Packet for

11/17/2021

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 NOVEMBER 17, 2021 - 5:30 PM REMOTE PARTICIPATION VIA ZOOM WEBINAR NANTUCKET, MASSACHUSETTS

YOU TUBE LINK:

<https://youtu.be/buHIE8ilHrI>

ZOOM WEBINAR REGISTRATION LINK TO VIRTUALLY ATTEND MEETING:

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

- I. CALL TO ORDER***
- II. SELECT BOARD ACCEPTANCE OF AGENDA***
- III. ANNOUNCEMENTS***
 1. The Select Board Meeting is Being Audio/Video Recorded.
 2. COVID Vaccine Clinic: 131 Pleasant Street Trailer, Sundays from 12:00 to 3:00 PM; Final 1st Dose Clinic November 28, Final 2nd Dose Clinic December 19. See <https://www.nantucket-ma.gov/2028/COVID-Vaccine> for Full Schedule.
 3. Select Board Announcements/Comments.
- IV. FOLLOW-UP ON COMMENTS FROM PRIOR SELECT BOARD MEETINGS***
- V. PUBLIC COMMENT****
- VI. COVID-19 UPDATE***
 1. Public Health Department Update.
- VII. NEW BUSINESS****
- VIII. APPROVAL OF MINUTES, WARRANTS AND PENDING CONTRACTS***
 1. Approval of Minutes of November 10, 2021 at 5:30 PM.
 2. Approval of Payroll Warrants for November 14, 2021.
 3. Approval of Treasury Warrants for November 17, 2021.

IX. CITIZEN/DEPARTMENTAL REQUESTS

1. Request for Waiver of Sewer Connection Permit Fee for Covenant Lot Located at 67 Fairgrounds Road (Lot 191).
2. Request for Waiver of Sewer Connection Permit Fees and Sewer Capacity Fees for Three Homes for Habitat for Humanity Nantucket for 9A and 9B Benjamin Drive.
3. Nantucket Land Council: Request for Preliminary Review of Conservation Restriction to be Held by Nantucket Land Council, Inc. for Land Located at 15 Winn Street.

X. REAL ESTATE MATTERS

1. Request for Approval and Execution of Purchase and Sale Agreement, Quitclaim Deed, Settlement Statement and Acceptance of Release Deed for Town-owned Yard Sale Parcel Known as Lot 5, Auriga Street and Curve Street as Shown on Plan of Land Entitled "Plan to Convey Land for General Municipal Purposes in Nantucket, MA, Prepared for Town of Nantucket," Dated July 24, 2012, Prepared by Charles W. Hart and Associates, Inc. and Recorded with Nantucket County Registry of Deeds as Plan No. 2012-60, Pursuant to Vote on Article 99 of 2011 Annual Town Meeting.

XI. PUBLIC HEARINGS

1. Public Hearing to Determine Tax Allocation by Classification (Chapter 369, Acts of 1982, as Amended); Percentage of Residential Exemption to be Granted for Fiscal Year 2022 (to be Continued to December 1, 2021).
2. Public Hearing to Consider a Utility Petition from National Grid/Nantucket Electric Company for Plan #30365361 to Install Two Handholes on East Lincoln Avenue in front of Numbers 7 and 10 and Approximately 30' of 2-3" Conduit across East Lincoln Avenue.
3. Public Hearing to Consider a Utility Petition from National Grid/Nantucket Electric Company for Plan #30279303 to Install Two Handholes on Baxter Road in front of Numbers 73 and 76 and Approximately 30' of 2-3" Conduit across Baxter Road.

XII. TOWN MANAGER'S REPORT

1. Monthly Town Management Report.

XIII. SELECT BOARD'S REPORTS/COMMENT

1. Town Administration: Request for Select Board Direction Regarding Funding for Private Road Repaving in Connection with Water Main Extension Project/Surfside Area (Continued from November 10, 2021).
2. Continued Review/Potential Votes on Select Board-Sponsored 2022 Annual Town Meeting Warrant Articles; Review of Citizen Warrant Article Submittals.
3. Committee Reports.

XIV. ADJOURNMENT

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

SELECT BOARD AGENDA PROTOCOL:

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

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

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

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

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

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

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

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

Approved on February 17, 2021



Agenda Item Summary

Agenda Item #	IX. 1.
Date	11/17/2021

Staff

Tucker Holland, Housing Director

Subject

Request for Sewer Connection Fee Waiver for a Covenant Home located at 67 Fairgrounds Road

Executive Summary

In accordance with the Board's Sewer Waiver Policy for Covenant properties, John Vecchio and Robin London are requesting a waiver of the Sewer Connection Fee in conjunction with the Covenant home they are creating at 67 Fairgrounds Road.

Staff Recommendation

Approve the Sewer Connection Fee Waiver, consistent with past practice.

Background/Discussion

This is simply a request in accordance with policy and past practice and will aid in the creation of year-round housing for the Vecchio / London family specifically and for 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

- 1) Vecchio request email
- 2) Housing Nantucket Qualified Purchaser's Certificate
- 3) Housing Nantucket Certificate of Compliance (the lot is an approved Covenant lot)
- 4) 67 Fairgrounds Road Deed
- 5) Lot Plan
- 6) Sewer Fee Waiver Policy (as updated on 12/3/2020)



From: [John Vecchio](#)
To: [Erika Mooney](#)
Subject: Sewer Permit Fees Covenant House
Date: Monday, August 30, 2021 1:18:00 PM
Attachments: [Cert for Covenant.docx](#)

Erica

Maybe you can help me. My wife and I have been approved by the Covenant Program. We are presently in the process of buying and building a home at 67 Fairgrounds road. Our plans have been approved by HDC. I have been told that certain Sewer Permit connection fees may be waived if it is part of the covenant program and if so, what documentation do I need to provide to you.

Thank you in advance.

John Vecchio

914 960 8956

This email was scanned by Bitdefender



HOUSING NANTUCKET



2021 00171459

Cert: 21577 Doc: CERT
Registered: 10/21/2021 01:50 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:

Robin G. London and John A. Vecchio

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 18, 2021**

Valid Through: **February 18, 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

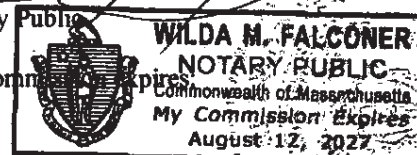
February 18, 2021

Nantucket County, ss.

On this day of 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



Housing the Nantucket Community Since 1994

housingnantucket.org

Affordable Rentals House Recycling Advocacy Covenant Homes Education Resources

DDC No: 00171459

NANTUCKET COUNTY LAND COURT
REGISTRY DISTRICT

** RECEIVED FOR REGISTRATION **

On: Oct 21, 2021 at 01:50P

Document Fee: 105.00 Rec Total:\$2,611.

40

CERTIFICATE No: 21577





HOUSING NANTUCKET



2021 00171460

Cert: 21577 Doc: COC
Registered: 10/21/2021 01:50 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):

Robin G. London and John A. Vecchio

from the Qualified Seller(s):

Michael Y. Lacoursiere and Mary E. Lacoursiere

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:

67 Fairgrounds Road (portion of)

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

September 29 2021

Nantucket County, ss.

On this 29 day of September 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: August 12, 2027
WILDA M. FALCONER
NOTARY PUBLIC
Commonwealth of Massachusetts
My Commission Expires
August 12, 2027

Housing the Nantucket Community Since 1994

housingnantucket.org

Affordable Rentals House Recycling Advocacy Covenant Homes Education Resources

DOC No: 00171460

NANTUCKET COUNTY LAND COURT
REGISTRY DISTRICT

** RECEIVED FOR REGISTRATION **

On: Oct 21, 2021 at 01:50P

Document Fee: 105.00 Rec Total: \$2,611.

40

CERTIFICATE No: 21577



2021 00171462

Cert: 28527 Doc: DD

Registered: 10/21/2021 01:50 PM

MASSACHUSETTS QUITCLAIM DEED

We, **MICHAEL Y. LACOURSIERE** and **MARY E. LACOURSIERE**, husband and wife,
with a mailing address of P.O.Box 2293, Nantucket, MA 02584, for consideration paid and in
full consideration of THREE HUNDRED FIFTEEN THOUSAND AND 00/100 (\$315,000.00)
DOLLARS,

grant to **JOHN VECCHIO** and **ROBIN LONDON**, husband and wife, as tenants by the entirety
, of 67 Fairgrounds Road, Nantucket, MA. 02554

with QUITCLAIM COVENANTS,

that certain parcel of vacant land, located in the Town and County of Nantucket, Commonwealth
of Massachusetts, being a PORTION of the land now known and numbered as **67**
FAIRGROUNDS ROAD, bounded and described in Exhibit "A" attached hereto.

Said land is conveyed subject to the following matters:

(a) Rights, restrictions, and easements as shown on the face of Certificate of Title No. 21,577, as
may be in force and effect.

(b) Subject to a Nantucket Housing Needs Covenant, registered with the nantucket Registry
District as Document No. 171456.

(c) Subject to a Special Permit from the Nantucket Planning Board allowing a covenant
subdivision, registered with the Nantucket Registry District as Document No.

171455.

(d) Subject to an Order of Taking registered as Document No. 31649 at the Nantucket County Registry District of the Land Court.

(e) Subject to an Easement registered as Document No. 108360 at said Registry District.

(f) Subject to a Right of First Offer in form and content mutually agreeable to both parties.

For Grantor's Title see Certificate of Title No. 21,577 at the Nantucket County Registry District of the Land Court.

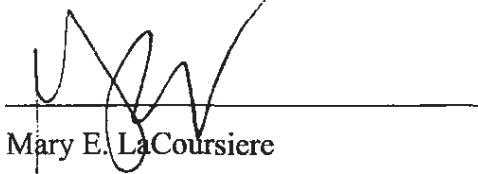
We, the undersigned, hereby release any Right of Homestead in said Lot 99, and further certify that no spouse, civil union partner, former spouse or former civil union partner resides in the property as their primary residence and that no such person is entitled to claim the benefit of an existing estate of homestead.

[SIGNATURE PAGE TO FOLLOW]

WITNESS our hands and seals as of this 19 day of October, 2021.



Michael Y. LaCoursiere

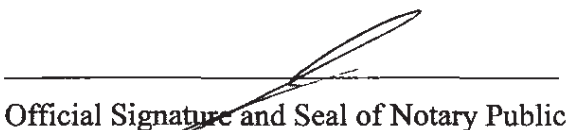


Mary E. LaCoursiere

COMMONWEALTH OF MASSACHUSETTS

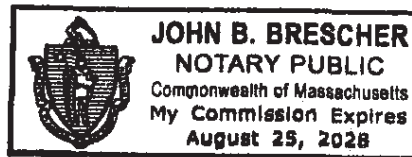
County of Nantucket, ss

On this 19 day of October, 2021, before me, the undersigned notary public, personally appeared Michael Y. LaCoursiere, (a) personally known to me, or (b) X proved to me through satisfactory evidence of identification, which was MA ID (type of identification), to be the persons whose names are signed on the preceding or attached document, and acknowledged to me that they signed it voluntarily for its stated purpose, and who swore or affirmed to me that contents of the document are truthful and accurate to the best of his knowledge and belief and that he signed as his free act and deed.



Official Signature and Seal of Notary Public

My Commission expires:

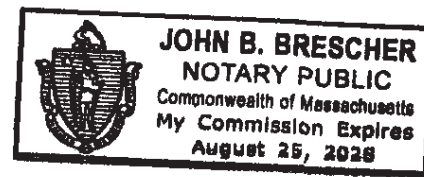


COMMONWEALTH OF MASSACHUSETTS

County of Nantucket, ss

On this 17 day of October, 2021, before me, the undersigned notary public, personally appeared Mary E. LaCoursiere (a) _____ personally known to me, or (b) X proved to me through satisfactory evidence of identification, which was Mt Jm Ln (type of identification), to be the persons whose names are signed on the preceding or attached document, and acknowledged to me that they signed it voluntarily for its stated purpose, and who swore or affirmed to me that contents of the document are truthful and accurate to the best of their knowledge and belief and that she signed as her free act and deed.

 Official Signature and Seal of Notary Public
 My Commission expires:



MASSACHUSETTS EXCISE TAX
 Nantucket County ROD #16 001
 Date: 10/21/2021 01:50 PM
 Ctrl# 485644 25020 Doc# 00171462
 Fee: \$1,436.40 Cons: \$315,000.00

NANTUCKET LAND BANK CERTIFICATE	
☐ Paid \$	
☒ Exempt	0 on 315,000
☐ Non-applicable	
No.	43842
Date	10/21/21
Authorization	WV

EXHIBIT A
TO
QUITCLAIM DEED

That certain parcel of vacant land located in the Town and County of Nantucket, Commonwealth of Massachusetts, being a portion of the land now known and numbered as 67 Fairgrounds Road, shown as Lot 191 on Land Court Plan No. 34507-34 at the Nantucket Registry District for the Land Court.

For Grantor's title, see Certificate of Title No. 21,577 at the Nantucket Registry District for the Land Court.

LAND COURT, BOSTON. The Land
herein described will be shown on
our approved plan to follow as

OCT 13 2021

Plan 34507-34 Lot 191
(EXAMINED AS DESCRIPTION ONLY)
CHIEF SURVEYOR 53K

DOC No: 00171462

NANTUCKET COUNTY LAND COURT
REGISTRY DISTRICT

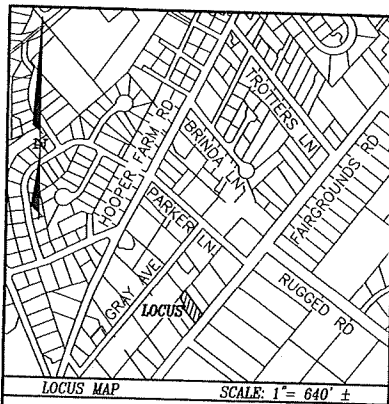
** RECEIVED FOR REGISTRATION **

On: Oct 21, 2021 at 01:50P

Document Fee: 155.00 Rec Total: \$2,611.

CERTIFICATE No: 28527

Also noted on CERT 21577



CURRENT ZONING CLASSIFICATION:
Residential 10 (R-10)

MINIMUM LOT SIZE: 10,000 S.F.
MINIMUM FRONTAGE: 75 FT.
FRONT YARD SETBACK: 20 FT.
REAR/SIDE SETBACK: 10 FT.
GROUND COVER %: 25%

NOTE:
OFFSETS TO PROPERTY LINE SHOWN ARE
TO CORNER BOARDS 4' ABOVE GRADE.

NOTICE OF PENDING SUBDIVISION ORDER

This order is subject to modification and/or
cancellation by the Engineering Department.

Registration Case No. 34507-34 Land in Nantucket
Affecting lot 99
on Plan No. 34507-Z
filed with Certificate of Title No. 21160

An informal note should be made on the
margin of the current Certificate No. 21577
as well as on the plan itself and no further
certificates should be issued for said lot.

Date September 14, 2021

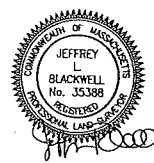
Owner Michael Y. & Mary E. Lacoursiere

This notice may be destroyed after the Court
approved plan of these lots reaches the Registry, SJK

Note: for Lots 190 + 191 only.

UNADJUSTED TRAVERSE DATA

SURVEY PRECISION: 1:31,116
LINEAR ERROR OF CLOSURE: 0.0208'
DIRECTIONAL ERROR OF SURVEY: N76°28'36.6"W
EDM ACCURACY LEICA TS16: ±(2mm+2ppm)



"I CERTIFY THAT AS OF THE DATE OF THIS SURVEY, THE
MONUMENTS CONTROLLING PRIOR PLANS ARE IN THE
GROUND AS SHOWN AND DESCRIBED HEREON. I FURTHER
CERTIFY THAT ANY ADDITIONAL MONUMENTS SHOWN HEREON
HAVE BEEN SET IN ACCORDANCE WITH THE LAND COURT
INSTRUCTIONS OF 2006 AS OF THE DATE OF THIS SURVEY.

"I CERTIFY THAT THIS PLAN WAS DRAWN FROM AN ACTUAL
SURVEY MADE ON THE GROUND IN ACCORDANCE WITH THE
LAND COURT INSTRUCTIONS OF 2006 ON OR BETWEEN
05-11-2021 AND 05-17-2021."

DATE: 6-28-2021

Jeffrey L. Blackwell
REGISTERED PROFESSIONAL LAND SURVEYOR

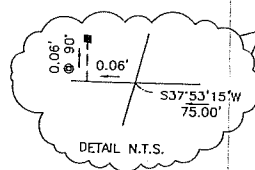
34507-34

LAND COURT
SEP 14 2021
FILED

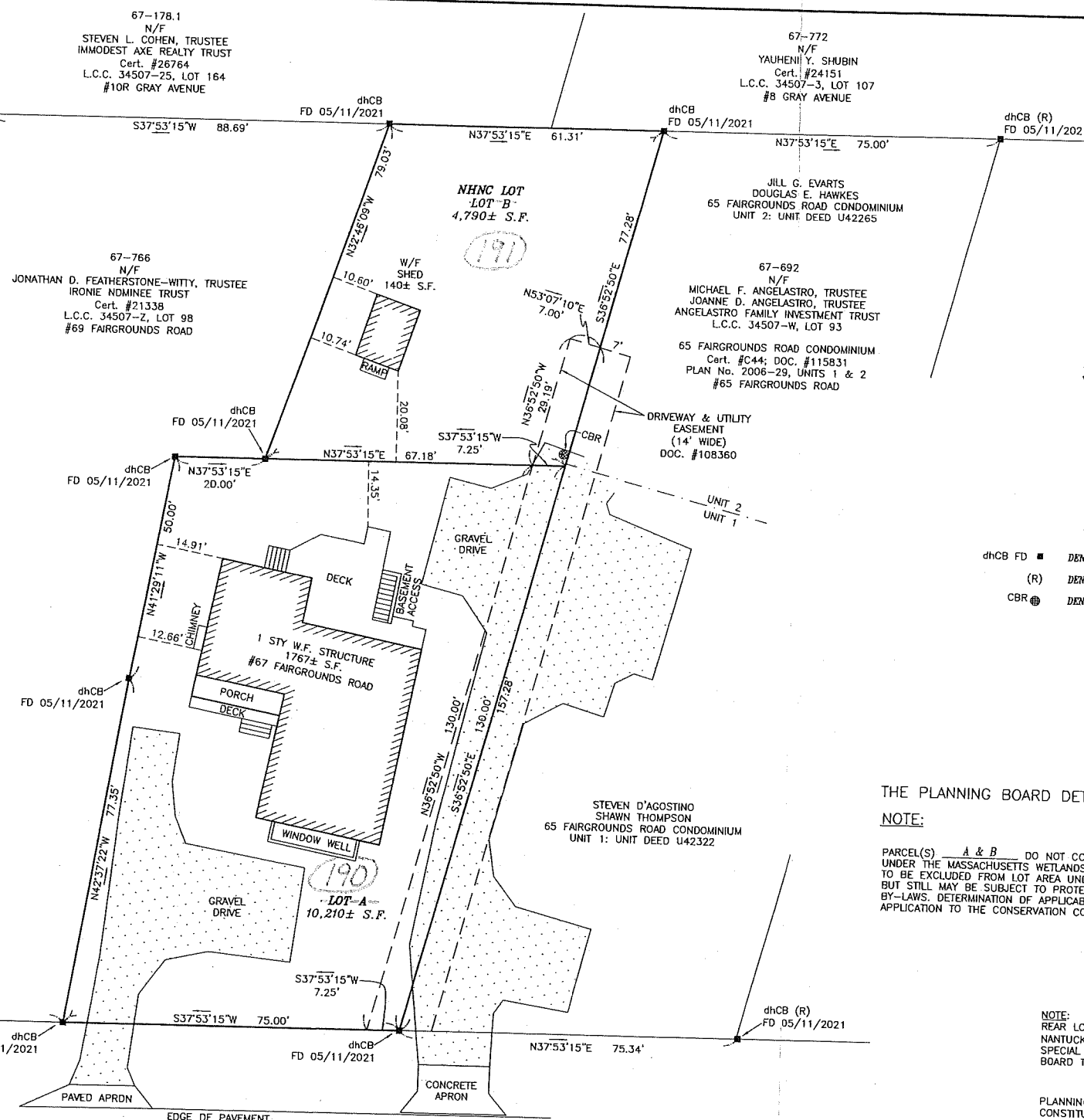
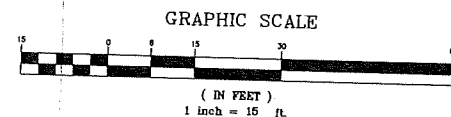
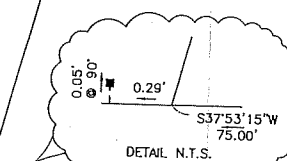
OWNER INFORMATION

MICHAEL Y. LACOURSIERE
MARY E. LACOURSIERE
CERT. #21577
L.C.C. 34507-Z, LOT 99
ASSESSOR'S MAP 67, PARCEL 177
#67 FAIRGROUNDS ROAD

T:\LUCAS JOB 52
V:\DRAWFILES\B8917\ANR.dwg 6/28/2021 12:35:18 PM EDT



67-693
N/F
JOHN P. MURRAY
Cert. #25360
L.C.C. 34507-W, LOT 91
#71 FAIRGROUNDS ROAD



LEGEND

dhCB FD ■ DENOTES CONCRETE BOUND WITH DRILLHOLE FOUND
(R) DENOTES RECORD MONUMENT
CBR ⊗ DENOTES EXISTING CATCHBASIN

THE PLANNING BOARD DETERMINES THAT:

NOTE:

PARCEL(S) A & B 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
BY-LAWS. DETERMINATION OF APPLICABILITY MAY BE OBTAINED THROUGH
APPLICATION TO THE CONSERVATION COMMISSION.

NOTE:
REAR LOT CREATED PURSUANT TO TOWN OF
NANTUCKET ZONING BYLAW Ch. 139-8 (C).
SPECIAL PERMIT ISSUED BY THE PLANNING
BOARD TO BE RECORDED AT REGISTRY OF DEEDS.

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

Nantucket Planning Board

APPROVAL UNDER THE
SUBDIVISION CONTROL LAW
NOT REQUIRED

Michael Y. Lacoursiere
Mary E. Lacoursiere

08-09-2021 PLUB 2021-07-00185
DATE SIGNED FILE #

BLACKWELL & ASSOCIATES, Inc.
PROFESSIONAL LAND SURVEYORS & CIVIL ENGINEERS
20 TEASDALE CIRCLE
NANTUCKET, MASSACHUSETTS 02554
(508) 228-9026
www.blackwellsurvey.com

BEING A DIVISION OF LCC 34507-Z, LOT 99

DIVISION PLAN OF LAND

in Nantucket, MA
Prepared for

MICHAEL Y. LACOURSIERE
MARY E. LACOURSIERE

Drawn by: CJA/LSJ Date: May 17, 2021
Approved by: JLB Scale: 1"=15'

B8917



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	11/17/2021

Staff

Tucker Holland, Housing Director

Subject

Request for Sewer Fee Waiver for three Habitat for Humanity homes restricted to 80% AMI or less and located at Benjamin Drive

Executive Summary

In accordance with the Board's Sewer Waiver Policy, Habitat is requesting a waiver of the Sewer Fees in conjunction with the three homes at Benjamin Drive which they are developing to serve 80% AMI or less households.

Staff Recommendation

Approve the Sewer Connection and Capacity Fee Waivers, consistent with past practice.

Background/Discussion

This is simply a request in accordance with policy and past practice and will aid in the creation of year-round housing for three Nantucket year-round households specifically, and the community overall. All three units are already listed on the Town's Subsidized Housing Inventory and will be subject to a Regulatory Agreement between DHCD, Habitat and the Town restricting ownership at the 80% AMI or less level.

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

- 1) Habitat request (e-mail)
- 2) Nantucket Subsidized Housing Inventory



- 3) Lot Plan
- 4) Sewer Fee Waiver Policy (as updated on 12/3/2020)



Tucker Holland

From: RICHARD HUSSEY <rjhussey@comcast.net>
Sent: Thursday, October 21, 2021 10:58 AM
To: Tucker Holland
Cc: Gerard Keneally; normreith@gmail.com
Subject: Waiver of sewer fees for Habitat Nantucket (9A and 9B Benjamin)

Tucker:

Habitat Nantucket is in the process of applying for the sewer connections -- and is seeking the waiver of application and sewer capacity fees -- for its next three dwellings located at 9A Benjamin Drive (duplex) and 9B Benjamin Drive (single family home). Each of these units will be approximately 1,300 square feet and will have 2 bedrooms.

The application and sewer capacity fees amount to \$10,500 per unit.

Applicant households must be income-eligible with a maximum 80 percent of area median income by household size, currently \$84,150 for a family of four. These homes will be forever deed-restricted as affordable housing, with subsequent buyers having to meet the same requirements as original owners.

These homes have been approved as part of Nantucket's Subsidized Housing Inventory (SHI List).

The lots have been cleared, and we are in the process of installing sewer, power and water. We anticipate delivery of the modular buildings in late spring, with the goal of completion and family move-in by the end of 2022.

Feel free to contact me if you need additional information.

Richard Hussey
Habitat Nantucket

DEPARTMENT OF HOUSING AND COMMUNITY DEVELOPMENT CH40B SUBSIDIZED HOUSING INVENTORY

Nantucket

DHCD ID #	Project Name	Address	Type	Total SHI Units	Affordability Expires	Built w/ Comp. Permit?	Subsidizing Agency
2055	Miacomet Village I	3 Manta Drive	Rental	10	Perp	Yes	DHCD
2056	Miacomet Village I	3 Manta Drive	Rental	12	Perp	Yes	DHCD
2057	Academy Hill School	Westminster St.	Rental	27	2033*	No	DHCD MassHousing MassHsg/HUD
2058	Landmark House	144 Orange St.	Rental	18	2020*	No	RHS
2059	Landmark House II	Orange St.	Rental	8	2041	No	FHLBB HUD
2060	Miacomet Village II	Norquarta Drive	Rental	19	05/01/2047	Yes	FHLBB RHS
2061	Nantucket Housing Authority	Benjamin Drive	Rental	5	Perp	No	HUD HUD HUD
4383	DDS Group Homes	Confidential	Rental	0	N/A	No	DDS
4588	DMH Group Homes	Confidential	Rental	5	N/A	No	DMH
7610	Norquarta Drive	Norquarta Drive	Rental	2	perp	No	DHCD
7611	Dartmouth Street	Dartmouth Street	Rental	2	perp	No	Town of Nantucket
7612	Norwood Street	Norwood Street	Rental	1	perp	No	Town of Nantucket

6/16/2021

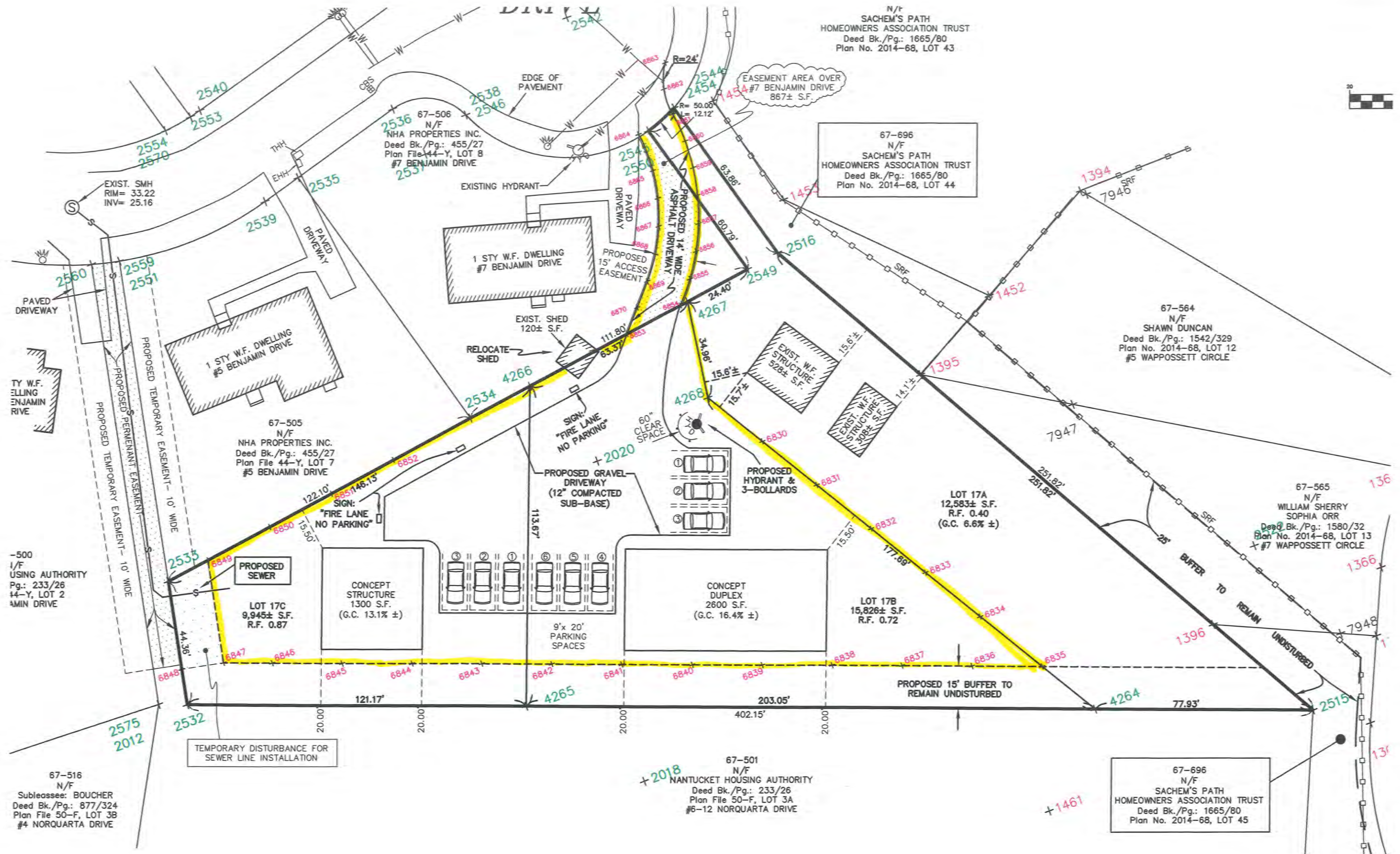
Nantucket
Page 1 of 2

This data is derived from information provided to the Department of Housing and Community Development (DHCD) by individual communities and is subject to change as new information is obtained and use restrictions expire.

DEPARTMENT OF HOUSING AND COMMUNITY DEVELOPMENT CH40B SUBSIDIZED HOUSING INVENTORY

Nantucket

DHCD ID #	Project Name	Address	Type	Total SHI Units	Affordability Expires	Built w/ Comp. Permit?	Subsidizing Agency
7613	Irving Street	Irving Street	Rental	1	perp	No	<i>Town of Nantucket</i>
7614	Clarendon Street	Clarendon Street	Rental	1	perp	No	<i>Town of Nantucket</i>
9086	Abrem Query	2-4-6-8 Folger Ave	Ownership	7	Perp	YES	<i>FHLBB</i>
9087	Beach Plum Village	15-19 Rugged Road & 6-8 Scotts Way	Ownership	10	Perp	YES	<i>MassHousing</i>
10262	Ticcoma Way	Ticcoma Way	Rental	1	Perp	NO	<i>DHCD</i>
10263	Sachem's Path I and II	95 Surfside Road, Wapossett Circle & Nanina Drive	Ownership	10	Perp	YES	<i>DHCD</i> <i>MassHousing</i>
10295	7 Surfside Road	7 Surfside Road	Rental	4	Perp	NO	<i>DHCD</i>
10296	Meadows II	Davkim Lane	Rental	90	Perp	NO	<i>DHCD</i>
10297	Surfside Crossing	3, 5, 7 & 9 South Shore Rd	Ownership	15	Perp	YES	<i>MassHousing</i>
10590	Benjamin Drive - Habitat for Humanity	Benjamin Drive	Ownership	3	Perp	YES	<i>DHCD</i>
10591	31 Fairgrounds	31 Fairgrounds	Rental	22	Perp	NO	<i>DHCD</i>
Nantucket Totals				273	Census 2010 Year Round Housing Units		4,896
					Percent Subsidized		5.58%





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. 3.
Date	11/17/2021

Staff

Erika D. Mooney, Operations Administrator

Subject

Request for preliminary review of Conservation Restriction (CR) for 15 Winn St to be held by Nantucket Land Council.

Executive Summary

Pursuant to the Board's Conservation Restriction and Preservation Restriction Policy, when a conservation restriction is submitted, it is preliminarily reviewed by the Select Board to give Members opportunity for comments before being sent to Town Counsel for review and an issuance of a report.

Staff Recommendation

Review the conservation restriction and vote to forward to Town Counsel for review and issuance of a report.

Background/Discussion

N/A

Impact: Environmental ☒ Fiscal ☐ Community ☒ Other ☐

The CR purpose to assure that the Premises will be maintained in perpetuity for conservation purposes, in a natural, scenic and undeveloped condition, and to prevent any use or change that would impair or interfere with its conservation and preservation values, including open space protection, water quality protection, protection of wildlife habitat and MA NHESP Natural Communities, scenic enjoyment of the general public and preservation of dark sky.

Board/Commission Recommendation

N/A

Public Outreach

N/A

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

Master Plan conservation policy



Attachments

Conservation Restriction and Preservation Restriction Policy; cover letter from Nantucket Land Council;
draft Conservation Restriction for 15 Winn St





TOWN OF NANTUCKET

CONSERVATION RESTRICTION AND PRESERVATION RESTRICTION POLICY

Effective date: February 23, 2011

Adopted: February 23, 2011

I. Purpose

This policy is implemented to ensure that proposed conservation and preservation restrictions are submitted to the Board of Selectmen for preliminary review and comment to make certain that a restriction complies with the requirements of Massachusetts General Laws Chapter 184 section 31 and is found to be in the public interest.

II. Policy

Proposed conservation and preservation restrictions must be submitted to the Board of Selectmen for preliminary review and comment, either before or concurrently with a submission to the state Division of Conservation Services or Massachusetts Historical Commission.

III. Process

Proponents must submit a copy of a preliminary restriction to the Board of Selectmen requesting review and comment. Once the Board's preliminary review is complete, and the state has reviewed the restriction and it is in its final form, the proponent must then submit the final document to Town Administration which will forward it to Town Counsel for review (see checklist for assembly of Town Counsel package). Once Town Counsel has prepared its report and returned the restriction package to the Board of Selectmen, the restriction will be placed on a Board of Selectmen agenda for final review and approval.

IV. Fee

Proponents of conservation and preservation restrictions are responsible for prompt payment of Town Counsel legal review. The proponent will be sent the legal bill to pay through the Town to Town Counsel. If the Board of Selectmen approves the restriction and once the legal bill has been paid, the restriction will be processed. If timing is an issue, and payment is in process, exceptions may be made.

V. Noncompliance

Any conservation and preservation restrictions submitted to the Board of Selectmen at the final stage, without preliminary review and comment, risk a delay in their approval while the Board of Selectmen reviews the restriction and possibly offers new input on the restriction.



Nantucket Land Council

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Nantucket, Massachusetts 02554

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nlc@nantucketlandcouncil.org

www.nantucketlandcouncil.org

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Administrative Assistant

Peter R. Fenn
General Counsel

November 9, 2021

Jason Bridges, Chair
Nantucket Select Board
16 Broad Street
Nantucket, MA 02554

Re: Wynndhill LLC, 15 Winn Street: Conservation Restriction

Dear Chair Bridges and Members of the Select Board,

I am pleased to submit for the Select Board's review, a 6.292 acre Conservation Restriction located at 15 Winn Street, Nantucket MA which is being donated by Wynndhill LLC.

Attached is a copy of the Conservation Restriction which has been approved for local signatures by the MA Executive Office of Environmental Affairs. We ask that you will find that the Conservation Restriction is in the public interest by protecting open space, water quality, scenic views, wildlife habitat, and the dark skies which immediately surround the MMA Loines Observatory.

Per your Conservation Restriction review policy, I respectfully request that you approve sending the document on to Town Counsel for their review.

I look forward to formally presenting the Conservation Restriction to you at a future Select Board meeting.

Sincerely,

Emily Molden
Executive Director



Planning • Protecting • Preserving



GRANTOR: WYNNDHILL, LLC
GRANTEE: Nantucket Land Council, Inc.
ADDRESS OF PREMISES: 15 Winn Street, Nantucket
FOR GRANTOR'S TITLE SEE: Nantucket County
Registry of Deeds District of the Land Court
Certificate of Title 26306, Document # _____

CONSERVATION RESTRICTION

WYNNDHILL, LLC with an address of 219 North Cherry Street, Falls Church, Virginia, being the sole owner of the Premises as defined herein, for its successors and assigns ("Grantor"), acting pursuant to Sections 31, 32, and 33 of Chapter 184 of the Massachusetts General Laws, grants with QUITCLAIM COVENANTS to the Nantucket Land Council, Inc., a Massachusetts non-profit corporation with a principal place of business at 6 Ash Lane, Nantucket, Massachusetts 02554, their permitted successors and assigns ("Grantee"), for One Dollar consideration, IN PERPETUITY AND EXCLUSIVELY FOR CONSERVATION PURPOSES, the following described Conservation Restriction on approximately 6.292 acres of land located in the Town of Nantucket, Massachusetts (the "Premises"), described as the 'Restricted Area' in a plan prepared by Earle and Sullivan Inc. entitled "Exhibit A: Plan to Accompany Conservation Restriction @ #15 Winn Street, Nantucket, Ma." dated 10/28/2020, ("Plan"), a reduced copy of which Plan is attached hereto and incorporated herein as Exhibit A.

For Grantor's title see Nantucket County Registry of Deeds District of the Land Court Certificate of Title Number 26306.

Grantee warrants that Grantee is a charitable organization described in Section 501(c)(3) of the Internal Revenue Code of 1986, as amended, and the regulations thereunder (the "Code"), whose primary purpose is "To encourage, support and engage in research, study, and education regarding land in the County of Nantucket ... and to engage in, institute, defend and to support in any legal manner or way any litigation or administrative procedures regarding such land, its ownership and utilization; and to engage in such other activities as are necessary or reasonably appropriate thereto."

Grantee represents that Grantee is a "qualified organization," as that term is defined in Section 170(h)(3) of the Code; and

Grantee has received a determination letter from the Internal Revenue Service dated November 24, 2003, to the effect that Grantee is a "publicly-supported" organization described in Section 509(a)(1) and Section 170(b)(A)(vi) of the Code, and is not a private foundation under Section 509(a)(1) of the Code; and

Grantor and Grantee recognize the natural, scenic, and special character of the Premises and have the common purpose of the conservation and protection in perpetuity of the Premises through the use of restrictions on the Premises.

I. PURPOSES:

This Conservation Restriction is defined in and authorized by Sections 31-33 of Chapter 184 of the Massachusetts General Laws and otherwise by law. The purpose of this Conservation Restriction is to assure that the Premises will be maintained in perpetuity for conservation purposes, in a natural, scenic and undeveloped condition, and to prevent any use or change that would impair or interfere with its conservation and preservation values (“Conservation Values”, as defined below).

The Conservation Values include the following:

- Open Space Protection: The protection of the Premises contributes to the scenic and natural character of Nantucket, of surrounding permanently protected land and other Nantucket protected lands. The protection of the Premises will enhance the open-space value of these and nearby lands, provide significant open space corridors and improve the overall public benefit and value of open space in the neighborhood.
- Water Quality Protection: The Premises are located on Nantucket Island, which has a sole source aquifer for the use of its inhabitants. Protection of the Premises will further protect the water quality of the aquifer. Protection of the Premises will also reduce potential nutrient and pollutant leaching and runoff, which will protect waters down-gradient from the Premises, including Nantucket Harbor.
- Protection of Wildlife Habitat & MA NHESP Natural Communities. The Premises provide a unique natural habitat for a wide variety of plant and animal species. The Premises are comprised of little bluestem, Pennsylvania sedge, huckleberry, bayberry, beach plum, black cherry, Eastern Red cedar, and other native plant species. The Premises is comprised of several critical habitats which are described by the MA Natural Heritage and Endangered Species Program (NHESP) as “vulnerable” or “critically imperiled” Natural Communities (the “Communities”), and which are further described in the Baseline Report. These include Maritime Shrubland, which is ranked as S3, or vulnerable, due to a restricted range.
- Scenic Enjoyment of the General Public. Protection of the Premises is for the scenic enjoyment of the general public, and preserving an undisturbed vegetated buffer along the perimeters of the Premises will yield a significant public benefit by maintaining a scenic and open corridor in conjunction with approximately 33 acres of adjacent cemeteries and open space.

- Preservation of Dark Sky. Protection of the Premises from its development potential under current zoning preserves the dark sky surrounding the abutting Maria Mitchell Association Loines Observatory;
- Furtherance of Clearly-Delineated Government Policy. Preservation of the Premises is pursuant to clearly-delineated conservation policy expressed in Nantucket's Master Plan, adopted by Nantucket's voters at the Annual Town Meeting in April 2009, which incorporated the Town of Nantucket 2007 Open Space and Recreation Plan as Goal/Objectives 1C: "The town should encourage the use of creative regulatory and non-regulatory land protection tools such as conservation restrictions, tax abatements, gifts and zoning measures."; and in *The Nantucket Comprehensive Community Plan* (NCCP), including the following objectives therein: Objective 4.1, "To aggressively acquire land and conservation restrictions to protect natural ecosystems;" Objective 4.2, "To encourage land management activities by the Land Bank and nonprofit entities to provide permanent resource protection."

Preservation of the Premises as open space is further pursuant to clearly-delineated governmental conservation policy in accordance with "Nantucket's Goals and Objectives for Balanced Growth" which was adopted in November 1990 by Town Meeting and states as Objective A-1: "To identify and acquire critical open spaces through outright ownership or by less-than-fee means, such as conservation restrictions, scenic easements, and the purchase of development rights, in order to complete the Island's open space network.

These and other Conservation Values of the Premises, as well as its current uses and state of improvement, are described in a Baseline Documentation Report ("Baseline Report") prepared by Grantee with the cooperation of the Grantor, consisting of maps, photographs, and other documents and on file with the Grantee and referenced herein. The Baseline Report (i) is acknowledged by Grantor and Grantee to be a complete and accurate representation of the condition and values of the Premises as of the date of this Conservation Restriction, (ii) is intended to fully comply with applicable Treasury Regulations, and (iii) is intended to serve as an objective information baseline for subsequent monitoring of compliance with the terms of this Conservation Restriction as described herein. Notwithstanding the foregoing, the parties may utilize any evidence of the condition of the Premises at the time of this grant other than the Baseline Report, should the Baseline Report be unavailable or if it does not adequately address the issues presented.

II. PROHIBITED ACTS AND USES, EXCEPTIONS THERETO, AND RESERVED RIGHTS

A. Prohibited Acts and Uses

Subject to the exceptions set forth herein, the Grantor will not perform or allow others to perform the following acts and uses which are prohibited on, above, and below the Premises:

- (1) The construction or placement of any temporary or permanent building, tennis court, landing strip, mobile home, swimming pool, asphalt or concrete pavement, sign, fence, billboard or other advertising display, antenna, utility pole, tower, solar panel, solar array, conduit, line or other temporary or permanent structure or facility on, above or under the Premises;
- (2) Mining, excavating, dredging or removing from the Premises of soil, loam, peat, gravel, sand, rock or other mineral resource or natural deposit or otherwise making topographical changes to the area;
- (3) Placing, filling, storing or dumping of soil, refuse, trash, vehicle bodies or parts, rubbish, debris, junk, waste or other substance or material whatsoever or the installation of underground storage tanks;
- (4) Cutting, removing or otherwise destroying trees, grasses or other vegetation;
- (5) Activities detrimental to drainage, flood control, water conservation, water quality, erosion control, soil conservation, wildlife habitat, or archaeological conservation;
- (6) Use, parking or storage of vehicles including motorcycles, mopeds, all-terrain vehicles, trail bikes, or any other motorized vehicles on the Premises;
- (7) Subdivision or conveyance of a part or portion of the Premises alone, or division or subdivision of the Premises (as compared to conveyance of the Premises in its entirety which shall be permitted), and no portion of the Premises may be used towards building or development requirements on this or any other parcel;
- (8) The use of the Premises for business, residential or industrial use, or commercial recreation;
- (9) Any other use of the Premises or activity which is inconsistent with the purpose of this Conservation Restriction or which would impair or be inconsistent with the perpetual protection of the Conservation Values.

B. Reserved Rights and Exceptions

The Grantor reserves the right to conduct or permit the following activities and uses on the Premises, but only if such uses and activities do not impair the Conservation Values or purposes of this Conservation Restriction.

- (1) Vegetation Management.
 - (a) The selective removal of brush and trees less than 8 inches in diameter and mowing of the Premises, except removal of brush and trees and mowing shall be prohibited within the areas identified as South Vegetated Area and North Vegetated Area on Exhibit A (“Vegetated Areas”);

- (b) the pruning and cutting of vegetation to prevent, control or remove hazards, disease, insect or fire damage or to preserve the present condition of the Premises, including vistas and meadows as documented in the Baseline Report;
- (2) Non-native or nuisance species. The removal of non-native or invasive species, the interplanting of native species, and the control of species in a manner that minimizes damage to surrounding, non-target species and preserves water quality;
- (3) Composting. The stockpiling and composting of stumps, trees, brush, limbs, and similar biodegradable materials originating on the Premises, provided that such stockpiling and composting is in locations where the presence of such activities will not impair the Conservation Values. All exercise of this reserved right shall take into account sensitive areas and avoid harm to nesting species during nesting season;
- (4) Wildlife Habitat Improvement. With the prior written approval of Grantee, measures designed to restore native biotic communities, or to maintain, enhance or restore wildlife, wildlife habitat, or rare or endangered species including selective planting of native trees, shrubs and plant species;
- (5) Archaeological Investigations. The right to conduct archaeological activities, including without limitation archaeological research, surveys, excavation and artifact retrieval, but only (a) after written notification to and written approval by Grantee, and (b) in accordance with an archaeological field investigation plan prepared by or on behalf of the Grantor and approved in advance of such activity, in writing, by the Massachusetts Historic Commission (“MHC”) State Archaeologist as required by Massachusetts General Laws. A copy of the results of any scientific investigation on the Premises is to be provided to the Grantee. Plans for restoration of the site of any archaeological activity shall be submitted to the Grantee in advance of restoration, and such restoration shall be conducted only in accordance with a plan approved by the Grantee.
- (6) Trails. The marking, clearing and maintenance of existing trails as shown in the Baseline Report and new or relocated trails pursuant to this Paragraph II.B.6. With the prior written approval of the Grantee, the construction of new, water-permeable trails surfaced only with natural materials originating on the Premises, or the relocation or alteration of existing trails, provided that any construction, relocation, or alteration results in trails that are no wider than five (5) feet;
- (7) Signs. The erection, maintenance and replacement of signs with respect to trespass, trail access, identity and address of the occupants, sale of the Premises, the Grantee's interest in the Premises, any gift, grant, or other applicable source of support for the conservation of the Premises, the Reserved Rights, and the protected conservation values;
- (8) Outdoor Passive Recreational Activities. Hiking, horseback riding, cross-country skiing and other non-motorized outdoor recreational activities that do not materially alter the landscape, do not degrade environmental quality, and do not involve commercial recreational activities;

- (9) Agricultural Activities. Within the “Agricultural Area” as shown on Exhibit A, the planting and harvesting of fruits, vegetables or other crops or the raising of bees or domestic livestock for commercial or non-commercial agricultural purposes, provided that any animals are contained within a fenced area, which fencing shall not obstruct or negatively impact the scenic values of the Premises.
- (10) Motor Vehicle Uses. The use of motor vehicles solely for the purpose of exercising any of the Reserved Rights described in this Paragraph II.B, or as necessary for public safety (i.e., fire, police, ambulance, other government officials) in carrying out their official duties, or as necessary for the mobility impaired;
- (11) Well and Pumphouse Maintenance. The use, maintenance, repair, and replacement of the well and pumphouse as shown on Exhibit A, and any associated utility connections.
- (12) Recreational Path Easement. With the prior written approval of the Grantee, the right to grant an easement to a public entity on the portion of the Premises with frontage on Winn Street, which easement may allow its holder to remove vegetation and to construct and maintain a paved or unpaved recreational path designed to be of minimal width to protect the Conservation Values and extending from the Winn Street boundary of the Premises, provided that such easement must require said public entity to restore disturbed land areas and replace any impacted or removed vegetative buffer as a condition of such construction and maintenance.
- (13) Site Restoration. Any work undertaken in conjunction with Paragraphs II.B and II.C shall minimize disturbance to the Conservation Values and other natural features within the Premises. Upon completion of any such work, any disturbed areas shall be restored substantially to the conditions with respect to soil material, grade, and vegetated ground cover as documented in the Baseline Report, as applicable, or in conformance with the conditions with respect to soil material, grade, and vegetated ground cover that existed prior to said work, if said work is done in any area not documented in the Baseline Report;
- (14) Permits, Regulations, Laws. The exercise of any right reserved by Grantor under Paragraphs II.B and II.C shall be in compliance with zoning, the Wetlands Protection Act, and all other applicable federal, state and local laws, rules, regulations, and permits. The inclusion of any reserved right requiring a permit from a public agency does not imply that the Grantee or the Commonwealth takes any position whether such permit should be issued;

C. Building Envelopes

Within the Premises there are two Building Envelopes shown on Exhibit A as “Building Envelope A” and “Building Envelope B” (“Building Envelopes”). Grantor reserves the right to conduct or permit the following activities and uses within the Building Envelopes, in addition to the Reserved

Rights and Exceptions described in Paragraph II.B, and otherwise subject to this Conservation Restriction:

- (1) The right to construct, repair, and replace two (2) single-family dwellings with associated decks and patios; and two (2) accessory buildings;
- (2) The right to install, construct, use, maintain, improve, replace, or relocate utilities, wells, pumphouses, municipal sewer connections, and septic systems (hereinafter "Improvements"). Such Improvements may be located outside of the Building Envelopes in locations that minimize impacts to the Conservation Values only with the prior written approval of the Grantee and provided no feasible location exists for such Improvements within the Building Envelopes. All Improvements may only serve single family dwelling(s) located within the Building Envelopes.
- (3) The right to construct, use, and maintain an improved driveway from the Existing Paved Driveway as shown on Exhibit A to Building Envelope B in the approximate location shown on Exhibit B as "Approximate Location Future Drive & Utilities", for the purpose of providing access to Building Envelope B.
- (4) The right to remove existing vegetation, to install and maintain landscaping, and to apply fertilizer, provided that all landscaping activities shall be conducted in accordance with the regulations of the Nantucket Board of Health or successor governmental entity, including regulations regarding the application of fertilizer.

D. Notice and Approval.

Whenever notice to or approval of Grantee is required by this Conservation Restriction, Grantor shall notify Grantee, by a method requiring proof of receipt, in writing not less than 60 days prior to the date Grantor intends to undertake the activity in question. The notice shall describe the nature, scope, design, location, timetable and any other material aspect of the proposed activity in sufficient detail to permit the Grantee to make an informed judgment as to its consistency with the purposes of this Conservation Restriction. Where Grantee's approval is required, Grantee shall grant or withhold approval in writing within 60 days of receipt of Grantor's request. Grantee's approval shall not be unreasonably withheld, but shall only be granted upon a showing that the proposed activity shall not impair the purposes of this Conservation Restriction.

Failure of Grantee to respond in writing within such 60 days shall be deemed to constitute denial by Grantee of any such request submitted for approval. A deemed denial shall be treated by all parties as procedural, rather than substantive, and Grantor may resubmit the request for approval without prejudice.

III. LEGAL REMEDIES OF THE GRANTEE

A. Legal and Injunctive Relief.

The rights hereby granted shall include the right to enforce this Conservation Restriction by appropriate legal proceedings and to obtain injunctive and other equitable relief against any violations, including, without limitation, relief requiring restoration of the Premises to their condition prior to the time of the injury complained of (it being agreed that the Grantee will have no adequate remedy at law). The rights hereby granted shall be in addition to, and not in limitation of, any other rights and remedies available to the Grantee for the enforcement of this Conservation Restriction. Grantee agrees to cooperate for a reasonable period of time prior to resorting to legal means in resolving issues concerning violations provided Grantor ceases objectionable actions and Grantee determines there is no ongoing diminution of the conservation values of the Conservation Restriction.

Grantor covenants and agrees to reimburse to Grantee all reasonable costs and expenses (including reasonable counsel fees) incurred in enforcing this Conservation Restriction or in taking reasonable measures to remedy, abate or correct any violation thereof, provided that a violation of this Conservation Restriction is acknowledged by Grantor or determined by a court of competent jurisdiction to have occurred. In the event of a dispute over the boundaries of the Conservation Restriction, Grantor shall pay for a survey and to have the boundaries permanently marked.

B. Non-Waiver.

Enforcement of the terms of this Conservation Restriction shall be at the discretion of Grantee. Any election by the Grantee as to the manner and timing of its right to enforce this Conservation Restriction or otherwise exercise its rights hereunder shall not be deemed or construed to be a waiver of such rights.

C. Disclaimer of Liability

By acceptance of this Conservation Restriction, the Grantee does not undertake any liability or obligation relating to the condition of the Premises pertaining to compliance with and including, but not limited to, hazardous materials, zoning, environmental laws and regulations, or acts not caused by the Grantee or its agents.

D. Acts Beyond the Grantor's Control

Nothing contained in this Conservation Restriction shall be construed to entitle the Grantee to bring any actions against the Grantor for any injury to or change in the Premises resulting from causes beyond the Grantor's control, including but not limited to fire, flood, storm and earth movement, or from any prudent action taken by the Grantor under emergency conditions to prevent, abate, or mitigate significant injury to the Premises resulting from such causes. In the event of any such occurrence, the Grantor and Grantee will cooperate in the restoration of the Premises, if desirable and feasible.

IV. ACCESS

The Grantor hereby grants to the Grantee, or its duly authorized agents or representatives, the right to enter the Premises upon reasonable notice and at reasonable times, for the purpose of inspecting

the Premises to determine compliance with or to enforce this Conservation Restriction. The Grantor also grants to the Grantee, after notice of a violation and failure of the Grantor to cure said violation, the right to enter the Premises for the purpose of taking any and all actions with respect to the Premises as may be necessary or appropriate to remedy or abate any violation hereof, including but not limited to the right to perform a survey of boundary lines.

V. EXTINGUISHMENT

A. If circumstances arise in the future such as render the purpose of this Conservation Restriction impossible to accomplish, this restriction can only be terminated or extinguished, whether in whole or in part, by a court of competent jurisdiction under applicable law after review and approval by the Massachusetts Secretary of Energy and Environmental Affairs. If any change in conditions ever gives rise to extinguishment or other release of the Conservation Restriction under applicable law, then Grantee, on a subsequent sale, exchange, or involuntary conversion of the Premises, shall be entitled to a portion of the proceeds in accordance with Paragraph V.B. Grantee shall use its share of the proceeds in a manner consistent with the conservation purpose set forth herein.

B. Proceeds. Grantor and Grantee agree that the donation of this Conservation Restriction gives rise to a real property right, immediately vested in the Grantee, with a fair market value that is at least equal to the proportionate value that this Conservation Restriction bears to the value of the unrestricted Premises. The proportionate value of the Grantee's property right will be determined as of the date of termination, release, or extinguishment.

C. Grantor/Grantee Cooperation Regarding Public Action. Whenever all or any part of the Premises or any interest therein is taken by public authority under power of eminent domain or other act of public authority, then the Grantor and the Grantee shall cooperate in recovering the full value of all direct and consequential damages resulting from such action. All related expenses incurred by the Grantor and the Grantee shall first be paid out of any recovered proceeds, and the remaining proceeds shall be distributed between the Grantor and Grantee in accordance with Paragraph V.B., after complying with the terms of any law, gift, grant, or funding requirements. If a less than fee interest is taken, the proceeds shall be equitably allocated according to the nature of the interest taken. The Grantee shall use its share of the proceeds like a continuing trust in a manner consistent with the conservation purposes of this grant.

VI. DURATION & ASSIGNABILITY

A. Running of the Burden. The burdens of this Conservation Restriction shall run with the Premises in perpetuity and shall be enforceable against the Grantor and the successors and assigns of the Grantor holding any interest in the Premises.

B. Execution of Instruments. The Grantee is authorized to record or file any notices or instruments appropriate to assuring the perpetual enforceability of this Conservation Restriction; the Grantor, on behalf of itself and its successors and assigns, appoints the Grantee their attorney-in-fact to execute, acknowledge and deliver any such instruments on its behalf. Without limiting

the foregoing, the Grantor and its successors and assigns agree themselves to execute any such instruments upon request.

C. Running of the Benefit. The benefits of this Conservation Restriction shall run to the Grantee, shall be in gross and shall not be assignable by the Grantee, except in the following instances:

As a condition of any assignment, the Grantee shall require that the purpose of this Conservation Restriction continues to be carried out; that the assignee is not an owner of the fee in the Premises, and the assignee, at the time of the assignment, qualifies under Section 170(h) of the Internal Revenue Code of 1986, as amended, and applicable regulations thereunder, and is a donee eligible to receive this Conservation Restriction under Section 32 of Chapter 184 of the Massachusetts General Laws. Any assignment will comply with Article 97 of the Amendments to the Constitution of the Commonwealth of Massachusetts, if applicable.

VII. SUBSEQUENT TRANSFERS

The Grantor agrees to incorporate by reference the terms of this Conservation Restriction in any deed or other legal instrument which grants any interest in all or a portion of the Premises, including a leasehold interest and to notify the Grantee not less than twenty (20) days prior to the execution of such transfer. Failure to do any of the above shall not impair the validity or enforceability of this Conservation Restriction. Any transfer will comply with Article 97 of the Amendments to the Constitution of the Commonwealth of Massachusetts, if applicable.

The Grantor shall not be liable for violations occurring after their ownership. Liability for any acts or omissions occurring prior to any transfer and liability for any transfer if in violation of this Conservation Restriction shall survive the transfer. Any new owner shall cooperate in the restoration of the Premises or removal of violations caused by prior owner(s) and may be held responsible for any continuing violations.

VIII. ESTOPPEL CERTIFICATES

Upon request by the Grantor, the Grantee shall, within thirty (30) days execute and deliver to the Grantor any document, including an estoppel certificate, which certifies to the best of the Grantee's knowledge the Grantor's compliance or non-compliance with any obligation of the Grantor contained in this Conservation Restriction.

IX. NON MERGER

The parties intend that any future acquisition of the Premises shall not result in a merger of the Conservation Restriction into the fee. The Grantor agrees that it will not grant, and the Grantee agrees that it will not take title, to any part of the Premises without having first assigned this Conservation Restriction to a non-fee owner that is qualified under Section 170(h) of the Internal Revenue Code of 1986, as amended, and applicable regulations thereunder and is eligible to receive this Conservation Restriction under Section 32 of Chapter 184 of the Massachusetts

General Laws in order to ensure that merger does not occur and that this Conservation Restriction continues to be enforceable by a non-fee owner.

X. LIMITATIONS ON AMENDMENT

- A. In General. Grantor and Grantee recognize that natural conditions, landscapes, and technologies change over time (including best practices of open space stewardship techniques), and, in an abundance of caution, have determined, in good faith, to articulate herein the limited parameters of any permissible amendment hereto. The intent of Grantor and Grantee is that (except in a case involving solely the correction of a drafting mistake, or mapping error, or in a situation involving solely adding real property to the existing encumbered Premises or otherwise eliminating or further restricting previously reserved rights) any such amendment would be executed only in rare instances and unusual circumstances not envisioned by either party at the time of this grant, consistent with and true to the perpetual protection of the Conservation Values, and consistent with the goals and provisions of the law of the Commonwealth of Massachusetts, including but not limited to Sections 31-33 of Chapter 184 of the Massachusetts General Laws and the provisions of Article 97 of the Constitution of the Commonwealth of Massachusetts, as such provisions may be relevant (collectively, hereinafter in this Paragraph X., Massachusetts Law), and the goals and provisions of Section 170(h) of the Code. Further, it may be necessary at some point to amend this Conservation Restriction in response to changes over time specifically to ensure the perpetual protection of the Conservation Values. This Paragraph X. is accordingly carefully limited so as to ensure that no amendment shall in any way impair the perpetual protection of the Conservation Values. Nothing in this Paragraph X. shall require Grantor or Grantee to agree to any amendment or to consult or negotiate regarding any amendment.
- B. Limitations on Amendment. This Conservation Restriction shall be amended only upon the written agreement of Grantee and Grantor, at Grantee's sole and absolute discretion, but only if such amendment: (a) is approved in writing by the Secretary of Energy and Environmental Affairs of the Commonwealth of Massachusetts and by the Town of Nantucket, per the requirements of Section 32 of Chapter 184 of the Massachusetts General Laws; (b) does not constitute private inurement or give rise to an impermissible private benefit under Section 501(c)(3) and other applicable provisions of the Code or Massachusetts Law, based on an appraisal of the economic impact of the proposed amendment by an appraiser selected by Grantee; (c) has a neutral or positive effect on the Conservation Values, based on an evaluation of the effect of the proposed amendment on the Conservation Values by an independent qualified person selected by Grantee; (d) is consistent with the purpose of this Conservation Restriction and the perpetual protection of the Conservation Values; (e) does not affect the perpetual nature of this Conservation Restriction; and (f) complies with Massachusetts Law and Section 170(h) of the Code. Further, no amendment shall be permitted that (i) does not comply with the provisions of this Paragraph X. or in any way makes the provisions of this Paragraph X. less restrictive; (ii) would involve the removal of any of the Premises from the Conservation Restriction; or (iii) would alter or remove the provisions on extinguishment, percentage interests, or condemnation under Paragraph V. or the provisions governing assignment of this Conservation Restriction under Paragraph VI. In the case of any amendment, all of the requirements and limitations in this Paragraph X. must be satisfied.

- C. Updated Baseline Documentation Report. In the event Grantor and Grantee agree to an amendment pursuant to the provisions of this Paragraph X., an addendum to the Baseline Report shall be prepared and shall be acknowledged by Grantor and Grantee as memorializing the condition of the Premises as of the date the amendment is delivered for recording to the Nantucket County Registry of Deeds. Notwithstanding the foregoing, an addendum to the Baseline Report shall not be required for any amendment that involves solely the correction of a drafting mistake or mapping error.
- D. Costs. If Grantor is the party requesting an amendment of this Conservation Restriction, Grantor shall be responsible for all reasonable and customary costs related to Grantee's evaluation of said request and the amendment's execution, including reasonable attorney's fees and staff, contractor, legal, and consultant costs incurred by Grantee, and any costs associated with the preparation of the addendum to the Baseline Report pursuant to Paragraph X.C.

XI. EFFECTIVE DATE

This Conservation Restriction shall be effective when the Grantor and the Grantee have executed it, the administrative approvals required by Section 32 of Chapter 184 of the Massachusetts General Laws have been obtained, and it has been recorded in a timely manner in the Nantucket County Registry of Deeds.

XII. NOTICES

Any notice, demand, request, consent, approval or communication that either party desires or is required to give to the other shall be in writing and either served personally or sent by first class mail, postage pre-paid, addressed as follows:

To Grantor: WYNNDHILL, LLC
Lorraine C. Snell
219 N. Cherry Street
Falls Church, VA 22046

To Grantee: Nantucket Land Council, Inc.
P.O. Box 502
Nantucket, MA 02554

or to such other address as any of the above parties shall designate from time to time by written notice to the other or, if notice is returned to sender, to an address that is reasonably ascertainable by the parties.

XIII. GENERAL PROVISIONS

- A. Controlling Law. The interpretation and performance of this Conservation Restriction shall be governed by the laws of the Commonwealth of Massachusetts.

B. Liberal Construction. Any general rule of construction to the contrary notwithstanding, this Conservation Restriction shall be liberally construed in favor of the grant to effect the purpose of this Conservation Restriction and the policy and purposes of Sections 31, 32, and 33 of Chapter 184 of the Massachusetts General Laws. If any provision in this instrument is found to be ambiguous, any interpretation consistent with the purpose of this Conservation Restriction that would render the provision valid shall be favored over any interpretation that would render it invalid.

C. Severability. If any provision of this Conservation Restriction or the application thereof to any person or circumstance is found to be invalid, the remainder of the provision of this Conservation Restriction shall not be affected thereby.

D. Entire Agreement. This instrument sets forth the entire agreement of the parties with respect to this Conservation Restriction and supersedes all prior discussions, negotiations, understandings or agreements relating to the Conservation Restriction, all of which are merged herein.

XIV. MISCELLANEOUS

A. Pre-existing Public Rights. Approval of this Conservation Restriction pursuant to Section 32 of Chapter 184 of the Massachusetts General Laws by any municipal officials and by the Secretary of Energy and Environmental Affairs is not to be construed as representing the existence or non-existence of any pre-existing rights of the public, if any, in and to the Premises, and any such pre-existing rights of the public, if any, are not affected by the granting of this Conservation Restriction.

B. Subordination. The Grantor attests that there is no mortgage, promissory note, loan, lien, equity credit line, refinance assignment of mortgage, lease, financing statement or any other agreement which gives rise to a surety interest affecting the Premises.

C. Attached hereto and incorporated herein by reference are the following:

Signature pages:

Grantor

Grantee Acceptance

Approval of Town of Nantucket Select Board

Approval of the Secretary of Energy and Environmental Affairs

Exhibits:

Exhibit A: Plan of the Premises

WITNESS my hand and seal this ____ day of _____, 2021,

WYNNNDHILL, LLC

By its Manager:

Lorraine C. Snell

Lorraine C. Snell, Manager

COMMONWEALTH OF MASSACHUSETTS

County of _____, ss:

On this ____ day of _____, 2021, before me, the undersigned notary public, personally appeared _____, and proved to me through satisfactory evidence of identification which was _____ to be the person whose name is signed on the proceeding or attached document, and acknowledged to me that she signed it voluntarily for its stated purpose.

Notary Public

My Commission Expires:

ACCEPTANCE OF GRANT

This Conservation Restriction from WYNNHILL, LLC was accepted by The Nantucket Land Council, Inc. this _____ day of _____, 2021.

By: _____

Its: _____, duly authorized

COMMONWEALTH OF MASSACHUSETTS

NANTUCKET, ss:

On this _____ day of _____, 2021, before me, the undersigned notary public, personally appeared _____, and proved to me through satisfactory evidence of identification which was _____ to be the person whose name is signed on the proceeding or attached document, and acknowledged to me that he signed it voluntarily for its stated purpose.

Notary Public

My Commission Expires:

APPROVAL OF SELECT BOARD

We, the undersigned, being a majority of the Select Board of the Town of Nantucket, hereby certify that at a public meeting duly held on _____, 2021, the Select Board voted to approve the foregoing Conservation Restriction from WYNNNDHILL, LLC to the Nantucket Land Council, Inc. in the public interest pursuant to Section 32 of Chapter 184 of the Massachusetts General Laws.

TOWN OF NANTUCKET
By its Select Board

Jason Bridges

Kristie L. Ferrantella

Dawn E. Hill Holdgate

Matthew G. Fee

Melissa K. Murphy

COMMONWEALTH OF MASSACHUSETTS

Nantucket, ss:

On this _____ day of _____, 20____, before me, the undersigned notary public, personally appeared Jason Bridges, Kristie L. Ferrantella, Dawn E. Hill Holdgate, Matthew G. Fee and Melissa K. Murphy, members of the Town of Nantucket Select Board proved to me through satisfactory evidence of identification which was personal knowledge of the undersigned to be the persons whose names are signed on the preceding document, 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, and are their free acts and deeds on behalf of the Select Board of the Town of Nantucket.

SEAL

Notary Public

My commission expires: _____

**APPROVAL OF SECRETARY OF ENERGY AND ENVIRONMENTAL AFFAIRS
COMMONWEALTH OF MASSACHUSETTS**

The undersigned, Secretary of Energy and Environmental Affairs of the Commonwealth of Massachusetts, hereby certifies that the foregoing Conservation Restriction from WYNNDHILL, LLC to the Nantucket Land Council, Inc. has been approved in the public interest pursuant to Section 32 of Chapter 184 of the Massachusetts General Laws.

Dated: _____, 2021

Kathleen A. Theoharides
Secretary of Energy and Environmental Affairs

COMMONWEALTH OF MASSACHUSETTS

SUFFOLK, ss:

On this _____ day of _____, 2021, before me, the undersigned notary public, personally appeared Kathleen A. Theoharides, and proved to me through satisfactory evidence of identification which was _____ to be the person whose name is signed on the proceeding or attached document, and acknowledged to me that she signed it voluntarily for its stated purpose.

Notary Public
My Commission Expires:

For official full size plan, see Nantucket County Registry of Deeds District of the Land Court
Plan Book _____, Page _____





Agenda Item Summary

Agenda Item #	X. 1.
Date	11/17/2021

Staff

Ken Beaugrand, Real Estate Specialist

Subject

Approval and Execution of Purchase and Sale Agreement, Quitclaim Deed and Settlement Statement and Acceptance of Release Deed for Town-owned Yard Sale parcel shown as Lot 5, Auriga Street and Curve Street on Plan No. 2012-60 recorded with the Nantucket County Registry of Deeds pursuant to a vote on Article 99 at the 2011 Annual Town Meeting.

Executive Summary

This conveyance of Lot 5 is pursuant to the Yard Sale Program authorized by the vote at the 2011 ATM. This Parcel is conveyed subject to the restrictions that the Parcel must be combined with the Owner's existing land at 10 Auriga Street, that the new combined parcel cannot be divided, subdivided or conveyed as a separate parcel without the Select Board's prior consent and can only be used for residential purposes pursuant to Chapter 139 of the Town of Nantucket Code. Town Counsel has prepared the documentation and approved the execution by the Town.

Staff Recommendation

This transaction was reviewed and approved by REAC at its meeting on November 15.

Background/Discussion

This conveyance is in accordance with the Yard Sale Program and past practices and resolves the title issue to the Parcel for the benefit of the Owner.

Impact: Environmental ☐ Fiscal ☒ Community ☒ Other ☐

Clarifies the taxable status of the parcel.

Board/Commission Recommendation

N/A

Public Outreach

ATM 2011

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

Master Plan – Zoning



Attachments

- 1) Purchase and Sale Agreement
- 2) Quitclaim Deed
- 3) Plan No. 2012-60
- 4) Settlement Statement
- 5) Release Deed



PURCHASE AND SALE AGREEMENT

Agreement made this _____ day of _____, 2021.

1. PARTIES AND MAILING ADDRESSES

The Town of Nantucket, a municipal corporation acting by and through its Select Board, having an address of 16 Broad Street, Nantucket, Massachusetts 02554, hereinafter called the SELLER, agrees to SELL and IAM Investments LLC, a Texas limited liability company with a mailing address of 3433 Westheimer Road, Apt. 1702, Houston, Texas 77027, hereinafter called the BUYER or PURCHASER, agrees to BUY, upon the terms hereinafter set forth, the following described premises:

2. DESCRIPTION

The premises are comprised of a certain parcel of land in Nantucket, Massachusetts shown as Lot 5, Auriga Street and Curve Street, containing 1,374± square feet, on a plan of land entitled "Plan to Convey Land for General Municipal Purposes in Nantucket, MA, Prepared for Town of Nantucket," dated July 24, 2012, prepared by Charles W. Hart and Associates, Inc., recorded with the Nantucket County Registry of Deeds as Plan No. 2012-60(the "Property" or "Premises"). The Premises is considered a non-conforming lot pursuant to the Town of Nantucket Code.

3. BUILDINGS, STRUCTURES, IMPROVEMENTS, FIXTURES

Intentionally Omitted (Vacant Land).

4. TITLE DEED

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

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

time of delivery of the deed;

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

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

(i) Said deed shall contain a reversion clause and a restriction set forth in Section 35 below to require the Premises to be used, and effectively merged with, the BUYER'S existing property known as 10 Auriga Street, Nantucket, Massachusetts, which is shown as Town Assessor's Map 87 as Parcel 150, for residential purposes and permanently restricting any further division or subdivision of the Premises as combined with said existing property,

5. PLANS

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

6. REGISTERED TITLE

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

7. PURCHASE PRICE

The agreed purchase price for said premises is Two Thousand Seven Hundred Forty-Eight and 00/100 Dollars (\$2,748.00), of which

\$ 0.00	was paid as a deposit
\$ 2,748.00	is to be paid at the time of delivery of the deed in cash, or by certified, cashier's, treasurer's or bank check(s) or by attorney's IOLTA check.

<u>\$ 2,748.00</u>	Total
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8. TIME FOR PERFORMANCE; DELIVERY OF DEED

Said deed is to be delivered to BUYER at the Nantucket County Registry of Deeds at 1:00 P.M. on the 19th day of November 2021, unless otherwise agreed upon in writing. It is agreed that time is of the essence of this agreement.

9. POSSESSION AND CONDITION OF PREMISES

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

10. EXTENSION TO PERFECT TITLE OR MAKE PREMISES CONFORM

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

11. FAILURE TO PERFECT TITLE OR MAKE PREMISES CONFORM

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

12. BUYER'S ELECTION TO ACCEPT TITLE

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

13. ACCEPTANCE OF DEED

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

14. USE OF MONEY TO CLEAR TITLE

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

15. INSURANCE

Intentionally Omitted (Vacant Land).

16. ADJUSTMENTS

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

17. ADJUSTMENT OF UNASSESSED AND UNABATED TAXES

Intentionally Omitted.

18. BROKER'S FEE

Intentionally Omitted.

19. BROKER'S WARRANTY

Intentionally Omitted.

20. DEPOSIT

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

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

21. BUYER'S DEFAULT; DAMAGES

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

22. RELEASE BY HUSBAND OR WIFE

Intentionally Omitted.

23. BROKER AS PARTY

Intentionally Omitted.

24. LIABILITY OF TRUSTEES, SHAREHOLDERS OR BENEFICIARIES

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

25. WARRANTIES AND REPRESENTATIONS

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

26. MORTGAGE CONTINGENCY CLAUSE

None.

27. CONSTRUCTION OF AGREEMENT

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

28. TITLE STANDARDS AND CONVEYANCING PRACTICES

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

29. NOTICES

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

In the case of BUYER:

IAM Investments LLC
3433 Westheimer Road, Apt. 1702
Houston, TX 77027

With a copy to:

Steven L. Cohen, Esq.
Cohen & Cohen Law, P.C.
34 Main Street
P.O. Box 786
Nantucket, MA 02554
(508) 228- 0377
Facsimile: (508) 228- 0970

In the case of SELLER:

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

With a copy to:

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

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

30. NO BROKER WARRANTY

The parties warrant and represent each to the other that there is no broker involved with the transaction to which this agreement pertains. In the event of a breach of the foregoing representation, the breaching party shall indemnify and hold harmless the non-breaching party for

all expenses, including attorney's fees, which arise from such breach. The provisions of this section shall survive delivery of the deed hereunder.

31. SELLER'S CONTINGENCY

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

32. VENUE

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

33. EXTENSION AUTHORITY

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

34. CLOSING DOCUMENTS

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

35. MERGER OF PREMISES

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

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

"The Grantor's conveyance of the parcel(s) described herein is based in part on the Grantee's warranty and representation to the Grantor that such parcel(s) shall be used for residential purposes only and shall, for all intents and purposes, be combined with and considered as one parcel with the abutting property at 10 Auriga Street, shown on Town Assessor's Map 87 as Parcel 150 previously acquired by Grantee by Deed recorded with Nantucket County Registry of Deeds in

Book 1473, Page 11, and as confirmed by Grantee by Deed recorded with Nantucket County Registry of Deeds in Book _____, Page _____ (together, the "Combined Premises"), and that no part of the Combined Premises shall be hereafter divided, subdivided or conveyed as a separate parcel or parcels, unless prior written permission is granted by the Town of Nantucket Select Board and such permission is recorded with said Deeds. Accordingly, the Parcel hereby granted to the Grantee is conveyed subject to permanent restrictions hereby reserved to and held by the Grantor, forever restricting the Combined Premises to residential use as defined in Chapter 139 of the Town of Nantucket Code, prohibiting the division or subdivision of any portion of the Combined Premises, and prohibiting the use or conveyance of any portion of the Combined Premises apart from another portion of the Combined Premises, and automatically effectuating a reversion of the Parcel to the Grantor, if within twenty-four months of the Date of the Deed, the Parcel has not been merged with the Grantee's existing property in accordance with the Town of Nantucket By-Laws and statutes. These restrictions shall run with the title to the Combined Premises, and no part of the Combined Premises shall be hereafter used or conveyed in a manner inconsistent with these restrictions unless a prior written release is granted by the Town of Nantucket Select Board and recorded with said Deeds.

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

36. CONDITION OF PREMISES

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

Premises.

37. REPRESENTATION BY COUNSEL

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

38. ASSIGNMENT AND RECORDING OF AGREEMENT

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

39. SEVERABILITY

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

Signature Page to Follow

1000 900 800 700 600 500 400 300 200 100 0

By: _____, Manager

QUITCLAIM DEED

Lot 5, Auriga Street and Curve Street, Nantucket, Massachusetts

The **Town of Nantucket**, a Massachusetts municipal corporation having a principal place of business at 16 Broad Street, Nantucket, Nantucket County, Massachusetts acting by and through its Select Board (the “Grantor”), in consideration of Two Thousand Seven Hundred Forty-Eight and 00/100 Dollars (\$2,748.00), the receipt of which is hereby acknowledged, pursuant to the authority of Article 99 voted upon at the 2011 Annual Town Meeting, a certified copy of which is attached hereto, grants to **IAM Investments, LLC, a Texas limited liability company** (the “Grantee”) having a mailing address of 3433 Westheimer Road, Apt. No. 1702, Houston, Texas 77027, with QUITCLAIM COVENANTS, a certain parcel of land in Nantucket, Massachusetts shown as Lot 5, Auriga Street and Curve Street containing 1,374± square feet on a plan of land entitled “Plan to Convey Land for General Municipal Purposes in Nantucket, MA, Prepared for Town of Nantucket,” dated July 24, 2012, prepared by Charles W. Hart and Associates, Inc., recorded with the Nantucket County Registry of Deeds as Plan No. 2012-60 (the “Parcel”). The Parcel hereby conveyed is a portion of Auriga Street and Curve Street and is vacant land.

The Grantor’s conveyance of this Parcel is based in part on the Grantee’s warranty and representation to the Grantor that such Parcel shall be used for residential purposes only and shall, for all intents and purposes, be combined with and considered as one parcel with the abutting property at 10 Auriga Street shown on Town Assessor’s Map 87 as Parcel 150 previously acquired by Grantee pursuant to Deed recorded with the Nantucket County Registry of Deeds in Book 1473, Page 11, and as confirmed by Deed recorded with the Nantucket Registry of Deeds in Book_____, Page_____ (together, the “Combined Premises”), and that no part of such Parcel or the Combined Premises shall hereafter be used for non-residential purposes nor divided, subdivided or conveyed as a separate parcel or parcels, unless prior written permission is granted by the Town of Nantucket Select Board and such permission is recorded with said Deeds. Accordingly, the Parcel hereby granted to the Grantee is conveyed subject to permanent restrictions hereby reserved to and held by the Grantor, forever restricting the Parcel and Combined Premises to residential use as defined in Chapter 139 of the Town of Nantucket Code, as from time to time amended; prohibiting the division or subdivision of any portion of the Combined Premises and prohibiting the conveyance or use of any portion of the Combined Premises apart from another portion of the Combined Premises and automatically effectuating a reversion of the Parcel to the Grantor, if within twenty-four (24) months of the date of this Deed, the Parcel has not been merged with the Grantee’s existing property in accordance with the Town of Nantucket By-Laws and statutes. These restrictions shall run with the title to the Combined Premises, and no part of the Combined Premises shall be hereafter used, conveyed, divided or subdivided in a manner inconsistent with these restrictions unless prior written release is granted by the Town of Nantucket Select Board and recorded with said Deeds.

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

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

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

For Grantor's title, see Order of Taking dated April 25, 2012, recorded with said Deeds in Book 1324, Page 114.

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

EXECUTED under seal this _____ day of _____, 2021.

TOWN OF NANTUCKET
BY ITS SELECT BOARD

Jason Bridges

Kristie L. Ferrantella

Matthew G. Fee

Dawn E. Hill Holdgate

Melissa K. Murphy

COMMONWEALTH OF MASSACHUSETTS

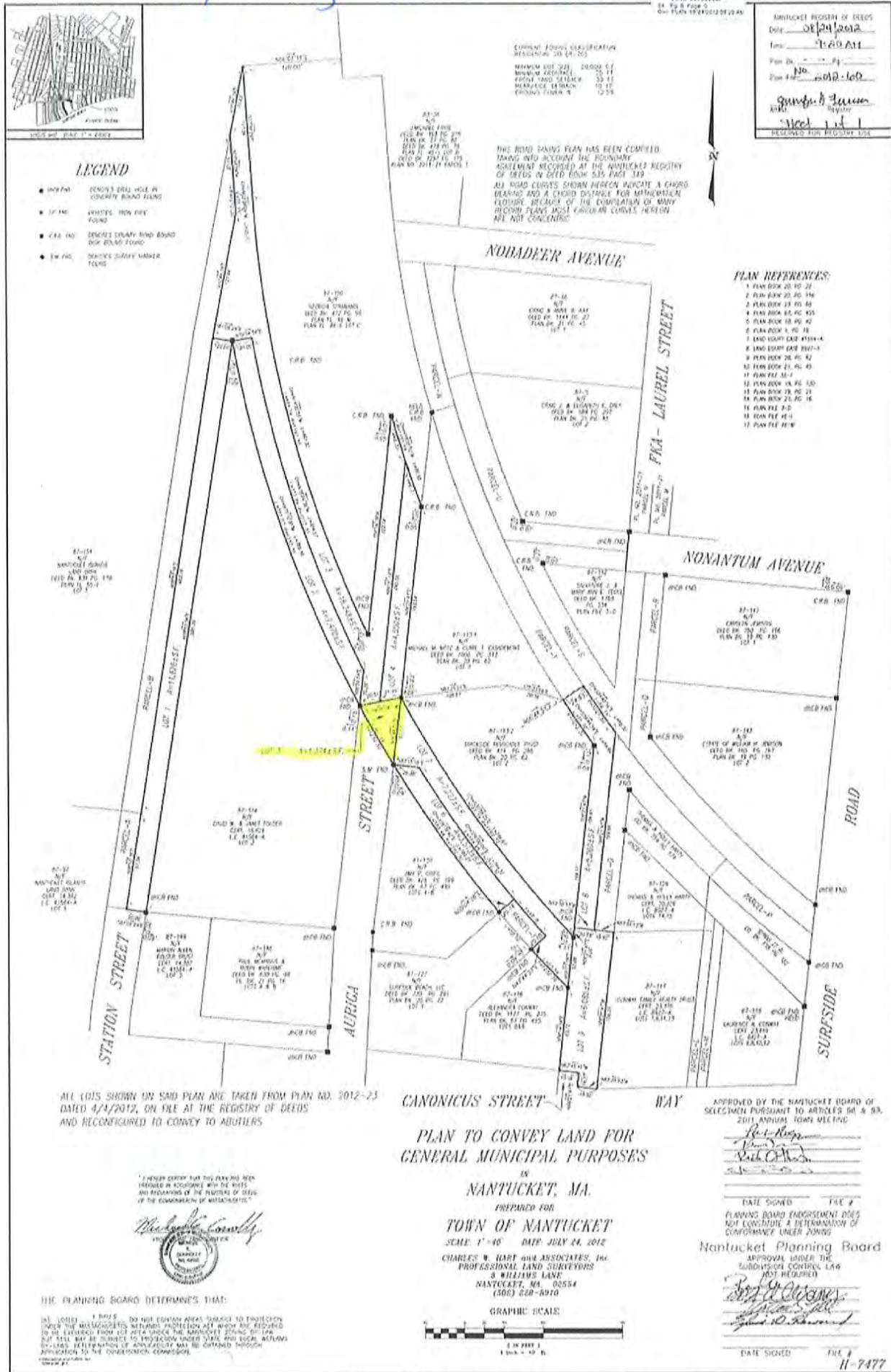
Nantucket, ss

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

Notary Public
My Commission Expires:

783428NANT19712/0001

Lot 5, Auriga St + Curve St



SETTLEMENT STATEMENT

Town of Nantucket ("Seller")
IAM Investments, LLC ("Buyer")
Lot 5, Auriga Street and Curve Street,
Nantucket, MA (Property)
November 19, 2021 (Closing Date)

Purchase Price: \$ 2,748.00

Less:

Deposit \$ 0.00

Plus:

Payment in Lieu of Tax Adjustment
11/19/21- 6/30 /22 \$ 6.72

Reimbursement of Town's Legal Fees \$ 1,500.00

Net Amount Due Seller: \$ 4,254.72

Checks:

Town of Nantucket \$ 4,254.72

BUYER: IAM Investments, LLC

**SELLER: TOWN OF NANTUCKET
SELECT BOARD**

By: _____, Manager

783434NANT19712/0001

RELEASE DEED

I, **Carl D. England, Jr., Trustee of Trackside Revocable Trust under Declaration of Trust dated June 1, 1995, recorded with Nantucket Registry of Deeds in Book 474, Page 276 as amended by First Amendment dated June 21, 2019 recorded with said Deeds in Book 1699, Page 105,** (the "Grantor"), having an address of 7 Auriga Street, Nantucket, Massachusetts 02554, for consideration of One Dollar (\$1.00) paid, the receipt and sufficiency of which are hereby acknowledged, releases to the **Town of Nantucket, a Massachusetts municipal corporation acting by and through its Select Board,** having its principal place of business at Town & County Building, 16 Broad Street, Nantucket, Massachusetts 02554 (the "Town"), all of the Grantor's right, title and interest in the roadway parcel shown as Lot 5, Auriga Street and Curve Street, Nantucket, Massachusetts containing 1,374 ± square feet shown on a plan of land entitled "Plan to Convey Land for General Municipal Purposes in Nantucket, MA Prepared for Town of Nantucket," dated July 24, 2012, prepared by Charles W. Hart and Associates, Inc. recorded with Nantucket County Registry of Deeds as Plan No. 2012-60.

For Grantor's title, see Deed recorded with said Deeds in Book 474, Page 288.

No deed stamps are due on this conveyance pursuant to M. G. L. c. 64D §1.

The undersigned, by virtue of his execution hereof, hereby certifies that: (a) he is the sole Trustee of Trackside Revocable Trust; (b) said Trust has not been amended or revoked and has not been terminated; (c) that no beneficiary of said Trust is a minor, under any incapacity, or a corporation or limited liability company that has elected to be taxed as a corporation; and (d) that he has been authorized and directed by all of the beneficiaries of said Trust to execute, acknowledge, and deliver the within Release Deed.

Executed as a sealed instrument this _____ day of _____, 2021.

TRACKSIDE REVOCABLE TRUST

Carl D. England, Jr., Trustee

COMMONWEALTH OF MASSACHUSETTS

, ss.

On this _____ day of _____, 2021, before me, the undersigned notary public, personally appeared Carl D. England, Jr, proved to me through satisfactory evidence of identification, which was _____, to be the person whose name is signed on the preceding or attached document, and acknowledged to me that he signed it voluntarily for its stated purpose as Trustee of the Trackside Revocable Trust.

Notary Public
My commission expires:

ACCEPTANCE BY TOWN OF NANTUCKET

The undersigned Select Board of the Town of Nantucket, hereby accepts the foregoing Release Deed from Carl D. England, Jr., Trustee of Trackside Revocable Trust of property known as Lot 5, Auriga Street and Curve Street, Nantucket, Massachusetts, pursuant to the authority of Chapter 289 of the Acts of 1996, this _____ day of _____, 2021.

TOWN OF NANTUCKET
BY ITS SELECT BOARD

Jason Bridges

Kristie L. Ferrantella

Matthew G. Fee

Dawn E. Hill Holdgate

Melissa K. Murphy

COMMONWEALTH OF MASSACHUSETTS

Nantucket, ss.

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

Notary Public
My commission expires:

784058/NANTYDSALE/0001



Agenda Item Summary

Agenda Item #	XI. 2.
Date	11/17/2021

Staff

Katie Cabral

Subject

National Grid Utility Petition – East Lincoln Ave

Executive Summary

National Grid requests to install 2-3" conduit from a proposed new handhole at the base of existing pole 2 on East Lincoln Ave across to a proposed handhole.

Staff Recommendation

n/a

Background/Discussion

n/a

Impact: Environmental ☐ Fiscal ☐ Community ☐ Other ☐

n/a

Board/Commission Recommendation

n/a

Public Outreach

Abutter notifications sent and 2 weeks of notices in I&M

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

n/a

Attachments

Departmental comments; NGrid petition



UTILITY PETITIONS DEPARTMENTAL COMMENTS

APPLICANT: National Grid
TYPE: Petition for Manhole & Duct Locations
SITE ADDRESS: 7/10 East Lincoln Ave
HEARING DATE: November 17, 2021

COMMENTS

NPD: No Issues – Deputy Gibson
FIRE: No Issues - Chief Murphy
PLANNING: No Issues
DPW: No Issues **
SEWER: Sewer will need to be marked out. If road isn't closed before the asphalt plant closes for the season, road should have a concrete patch and properly fixed in the Spring due to how wet this area is. -David Gray
WWCo: Notify WWCo to mark out water utilities. – Mark Willett

****Contractor must obtain all required Town permits prior to the commencement of work, including but not limited to Street Opening and Street Blocking permits.**



September 24, 2021

**TOWN OF NANTUCKET BOARD OF SELECTMENT
16 BROAD STREET
NANTUCKET, MA 02554**

To Whom It May Concern:

Enclosed please find a petition of NATIONAL GRID, covering NATIONAL GRID pole location(s)

If you have any questions regarding this permit, please contact: **Note change of contact information**

Gabriela Ayala

Please notify Ms. Ayala of the hearing date / time:
Gabriela.Ayala@nationalgrid.com

If this petition meets with your approval, please return an executed copy to:

National Grid/ Gabriela Ayala 100 E Ashland St, Brockton MA 02302

Very truly yours,

Robert Leonida

Rob Leonida
Supervisor, Distribution Design

Enclosures

PETITION FOR MANHOLE AND DUCT LOCATIONS

Nantucket, MA 02554

September 24, 2021

To the Board of Selectmen
of the Town of Nantucket, Massachusetts

NANTUCKET ELECTRIC COMPANY requests permission to locate manholes, wires, and ducts, including the necessary sustaining and protecting fixtures, along the following public way:

East Lincoln Ave

National Grid Petitions to install 30' +/- of 2-3" ducts and 2 handholes

Wherefore it prays that after due notice and hearing as provided by law, it may be granted a location for and permission to install and maintain manholes, ducts and wires, together with such sustaining and protecting fixtures as it may find necessary, said manholes and ducts to be installed substantially in accordance with the plan filed herewith marked:--

NANTUCKET ELECTRIC COMPANY

Plan No. **30365361** Dated: **9/24/2021**

NANTUCKET ELECTRIC COMPANY

By:  **DBA Robert Leonida**
Manager of Distribution Design

ORDER FOR MANHOLE AND DUCT LOCATIONS

Nantucket, MA 02554

September 24, 2021

By the Board of Selectmen
of the Town of Nantucket, Massachusetts

Notice having been given and public hearing held, as provided by law,
IT IS HEREBY ORDERED:

that **NANTUCKET ELECTRIC COMPANY** be and they are hereby granted permission to excavate the public highways and to run and maintain underground electric conduits, together with such sustaining and protecting fixtures as said Company may deem necessary, in the public way or ways hereinafter referred to, and to make the necessary house connections along said extensions, as requested in petition of said Company dated the **24th day of September, 2021**

Said underground electric conduits shall be located substantially in accordance with the plan filed herewith marked--

NANTUCKET ELECTRIC COMPANY

Plan No. **30365361** Dated: **9/24/2021**

The following are the public ways or parts of ways along which the underground electric conduits above referred to may be laid--

East Lincoln Ave

National Grid Petitions to install 30' +/- of 2-3" ducts and 2 handholes

I hereby certify that the foregoing order was adopted at a meeting of the Board of Selectmen
of the Town of Nantucket, Massachusetts
held on the _____ day of _____ 2021

Clerk of Selectmen

Received and entered in the records of location orders of the Town of Nantucket, Massachusetts

Book: _____ Page: _____

Attest: _____
Town Clerk

I hereby certify that on _____, 20_____, at _____ o'clock, _____ M.,
at _____ a public hearing was held on the petition of

NANTUCKET ELECTRIC COMPANY

for permission to excavate the public highways and to run and maintain underground electric conduits described in the order herewith recorded, and that I mailed at least seven days before said hearing a written notice of the time and place of said hearing to each of the owners of real estate (as determined by the last preceding assessment for taxation) along the ways or parts of ways upon which the Company is permitted to erect poles, wires and fixtures under said order. And that hereupon said order was duly adopted.

Selectmen of the Town of

Nantucket, Massachusetts

CERTIFICATE

I hereby certify that the foregoing is a true copy of a location order and certificate of hearing with notice adopted by the Board of Selectmen of the Town of Nantucket, Massachusetts, on the _____ day of _____ 2021 and recorded with the records of location orders of said Town, Book _____, Page _____.

This certified copy is made under the provisions of Chapter 166 of General Laws and any additions thereto or amendments thereof.

Attest: _____
Town Clerk

Pole & UG Petition/Permit Request Form

City
Town of Nantucket WR # 30365361
(circle one)

Install _____ SO
(quantity) JO Poles on _____
(circle one) (street name)

Remove _____ SO
(quantity) JO Poles on _____
(circle one) (street name)

Relocate _____ SO
(quantity) JO Poles on _____
(circle one) (street name)

Beginning at a point approximately 15 feet South of the centerline
(distance) (compass heading)
of the intersection of East Lincoln Ave
(street name)

and continuing approximately 30 feet in a North direction.
(distance) (compass heading)

Install underground facilities:

Street(s) East Lincoln Ave

Description of Work:

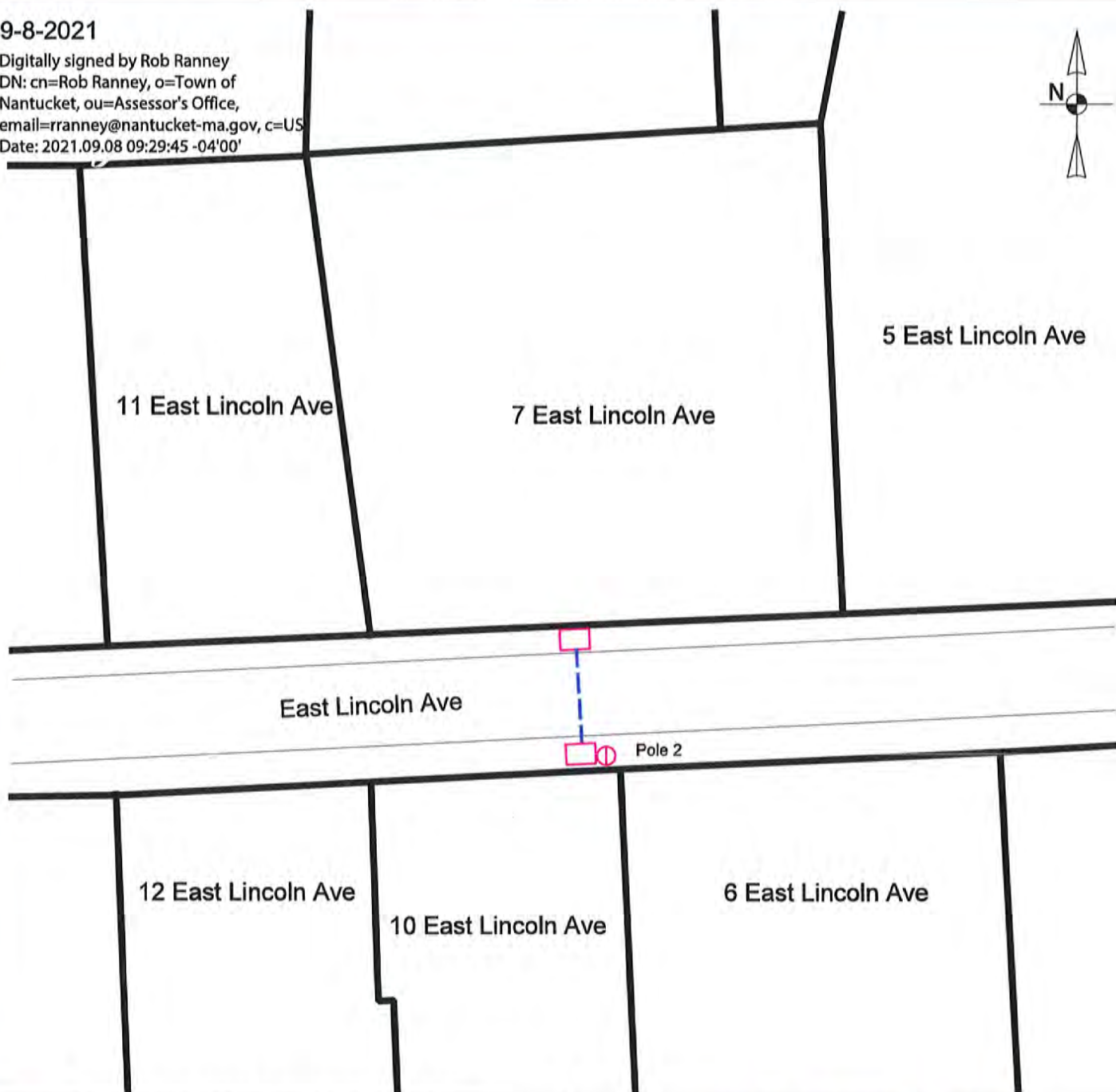
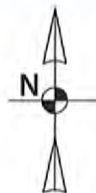
National Grid Petitions to install 30'+/- of 2-3" ducts and 2 handholes

ENGINEER Tim Lyford

DATE 9/1/21

9-8-2021

Digitally signed by Rob Ranney
DN: cn=Rob Ranney, o=Town of
Nantucket, ou=Assessor's Office,
email=rranney@nantucket-ma.gov, c=US
Date: 2021.09.08 09:29:45 -04'00'



UNDERGROUND PETITION



POLE (EXISTING)



PROPOSED CONDUIT 2-3"



HANDHOLE (PROPOSED)

Job description

- NGRID is Petitioning for 30'+/- of 2-3" duct and
2 handholes

DISTANCES ARE APPROXIMATE

nationalgrid

Date: 8/1/21

WORK REQUEST: 30365361

To The: Town of Nantucket

For Proposed: Conduit

Location: East Lincoln Ave

Drawn By: Tim L

SHAUGHNESSY ROBERT & MARQUES
DIANA
5 NEW TOWNE DR
HINGHAM, MA 02043

REGER ANDREW & BROOKE
52 BATTIN RD
FAIR HAVEN, NJ 07704

MASTAIN RICHARD K JR & ANNE A
7662 GLENWILD DRIVE
PARK CITY, UT 84098

KNIGHT ROBERT A TR ETAL
566 COMMONWEALTH AVE PH1
BOSTON, MA 02215

N SCOTT KNIGHT TR
COASTAL NOMINEE REALTY TRUST
63 BAY STATE ROAD
BOSTON, MA 02215

JONES MARYANN
176 ROWAYTON AVENUE
ROWAYTON, CT 06853

$$6 \times 6.90 \Rightarrow 41.40$$



Agenda Item Summary

Agenda Item #	XI. 3.
Date	11/17/2021

Staff

Katie Cabral

Subject

National Grid Utility Petition – 73/76 Baxter Road

Executive Summary

National Grid requests to install 2-3" conduit from a proposed new handhole at the base of pole 34 on Baxter Rd across to a proposed handhole.

Staff Recommendation

n/a

Background/Discussion

n/a

Impact: Environmental ☐ Fiscal ☐ Community ☐ Other ☐

n/a

Board/Commission Recommendation

n/a

Public Outreach

Abutter notifications sent and 2 weeks of notices in I&M

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

n/a

Attachments

Departmental comments; NGrid petition



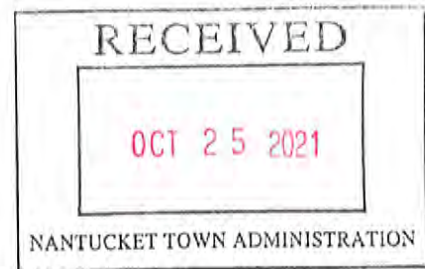
UTILITY PETITIONS DEPARTMENTAL COMMENTS

APPLICANT: National Grid
TYPE: Petition for Manhole & Duct Locations
SITE ADDRESS: 73/76 Baxter Rd
HEARING DATE: November 17, 2021

COMMENTS

NPD: No Issues - Deputy Gibson
FIRE: No Issues - Chief Murphy
PLANNING: No Issues
DPW: No Issues** -Stephen Arceneaux
SEWER: Notify Sewer to mark out gravity line. – David Gray
WWCo: Contact WWCo to mark out water line. – Mark Willett

****Contractor must obtain all required Town permits prior to the commencement of work, including but not limited to Street Opening and Street Blocking permits.**



September 24, 2021

**TOWN OF NANTUCKET BOARD OF SELECTMENT
16 BROAD STREET
NANTUCKET, MA 02554**

To Whom It May Concern:

Enclosed please find a petition of NATIONAL GRID, covering NATIONAL GRID pole location(s)

If you have any questions regarding this permit, please contact: **Note change of contact information**

Gabriela Ayala

Please notify Ms. Ayala of the hearing date / time:
Gabriela.Ayala@nationalgrid.com

If this petition meets with your approval, please return an executed copy to:

National Grid/ Gabriela Ayala 100 E Ashland St, Brockton MA 02302

Very truly yours,

Robert Leonida

Rob Leonida
Supervisor, Distribution Design

Enclosures

PETITION FOR MANHOLE AND DUCT LOCATIONS

Nantucket, MA 02554

September 24, 2021

To the Board of Selectmen
of the Town of Nantucket, Massachusetts

NANTUCKET ELECTRIC COMPANY requests permission to locate manholes, wires, and ducts, including the necessary sustaining and protecting fixtures, along the following public way:

Baxter Rd

National Grid Petitions to install 30' +/- of 2-3" ducts and 2 handholes

Wherefore it prays that after due notice and hearing as provided by law, it may be granted a location for and permission to install and maintain manholes, ducts and wires, together with such sustaining and protecting fixtures as it may find necessary, said manholes and ducts to be installed substantially in accordance with the plan filed herewith marked:--

NANTUCKET ELECTRIC COMPANY

Plan No. **30279303** Dated: **9/24/2021**

NANTUCKET ELECTRIC COMPANY

By:  **DBA Robert Leonida**
Manager of Distribution Design

ORDER FOR MANHOLE AND DUCT LOCATIONS

Nantucket, MA 02554

September 24, 2021

By the Board of Selectmen
of the Town of Nantucket, Massachusetts

Notice having been given and public hearing held, as provided by law,
IT IS HEREBY ORDERED:

that **NANTUCKET ELECTRIC COMPANY** be and they are hereby granted permission to excavate the public highways and to run and maintain underground electric conduits, together with such sustaining and protecting fixtures as said Company may deem necessary, in the public way or ways hereinafter referred to, and to make the necessary house connections along said extensions, as requested in petition of said Company dated the **24th day of September, 2021**

Said underground electric conduits shall be located substantially in accordance with the plan filed herewith marked--

NANTUCKET ELECTRIC COMPANY

Plan No. **30279303** Dated: **9/24/2021**

The following are the public ways or parts of ways along which the underground electric conduits above referred to may be laid--

Baxter Rd

National Grid Petitions to install 30' +/- of 2-3" ducts and 2 handholes

I hereby certify that the foregoing order was adopted at a meeting of the Board of Selectmen
of the Town of Nantucket, Massachusetts
held on the _____ day of _____ 2021

Clerk of Selectmen

Received and entered in the records of location orders of the Town of Nantucket, Massachusetts

Book: _____ Page: _____

Attest: _____
Town Clerk

I hereby certify that on _____, 20_____, at _____ o'clock, _____ M.,
at _____ a public hearing was held on the petition of

NANTUCKET ELECTRIC COMPANY

for permission to excavate the public highways and to run and maintain underground electric conduits described in the order herewith recorded, and that I mailed at least seven days before said hearing a written notice of the time and place of said hearing to each of the owners of real estate (as determined by the last preceding assessment for taxation) along the ways or parts of ways upon which the Company is permitted to erect poles, wires and fixtures under said order. And that hereupon said order was duly adopted.

Selectmen of the Town of

Nantucket, Massachusetts

CERTIFICATE

I hereby certify that the foregoing is a true copy of a location order and certificate of hearing with notice adopted by the Board of Selectmen of the Town of Nantucket, Massachusetts, on the _____ day of _____ 2021 and recorded with the records of location orders of said Town, Book _____, Page _____.

This certified copy is made under the provisions of Chapter 166 of General Laws and any additions thereto or amendments thereof.

Attest: _____
Town Clerk

Pole & UG Petition/Permit Request Form

City
Town of Nantucket WR # 30279303
(circle one)

Install _____ SO
(quantity) JO Poles on _____
(circle one) (street name)

Remove _____ SO
(quantity) JO Poles on _____
(circle one) (street name)

Relocate _____ SO
(quantity) JO Poles on _____
(circle one) (street name)

Beginning at a point approximately 15 feet West of the centerline
(distance) (compass heading)

of the intersection of Baxter Rd
(street name)

and continuing approximately 30 feet in a East direction.
(distance) (compass heading)

Install underground facilities:

Street(s) Baxter Rd

Description of Work:

National Grid Petitions to install 30'+/- of 2-3" ducts and 2 handholes

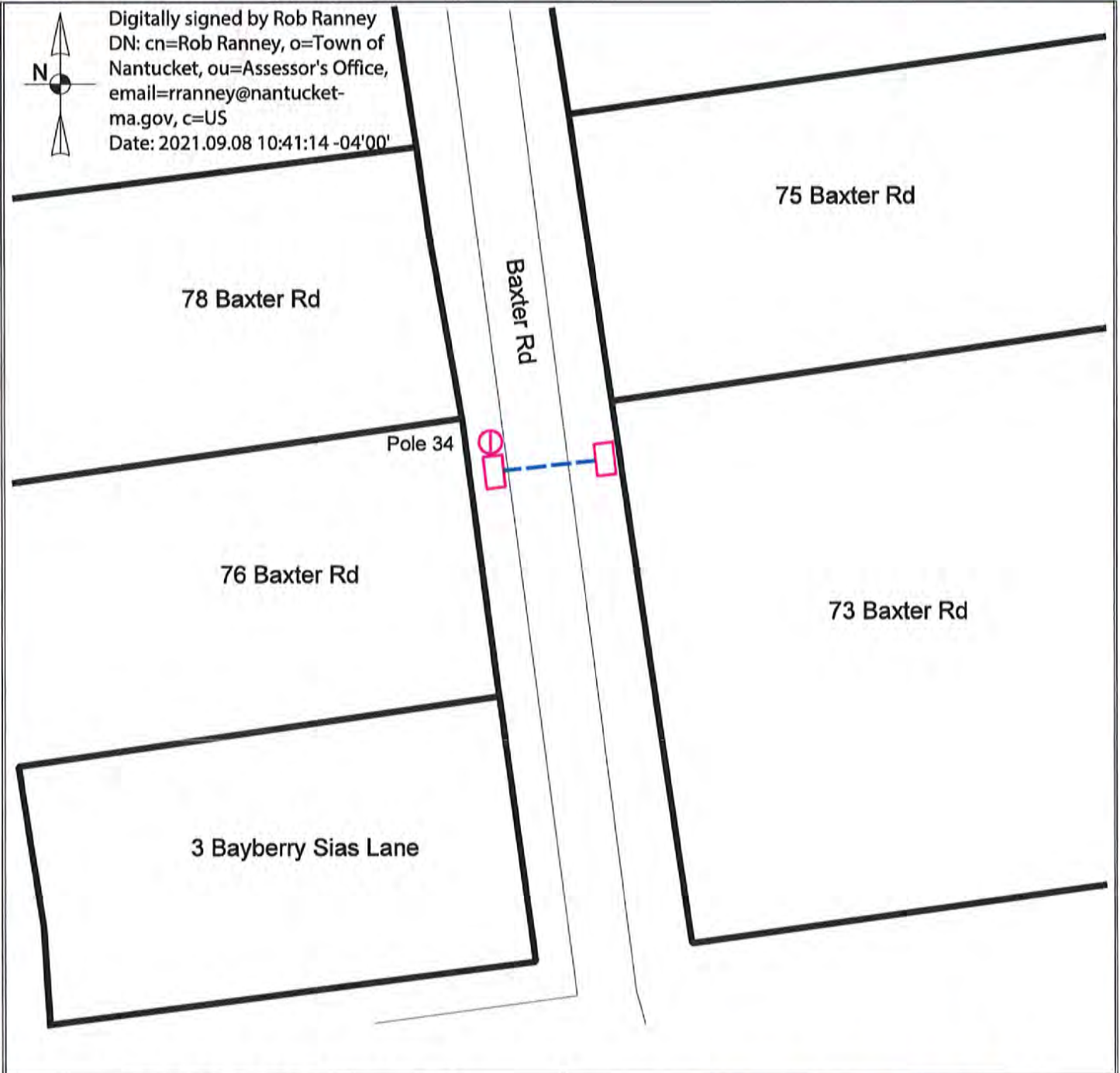
ENGINEER Tim Lyford

DATE 9/1/21

9-8-2021



Digitally signed by Rob Ranney
DN: cn=Rob Ranney, o=Town of
Nantucket, ou=Assessor's Office,
email=rranney@nantucket-
ma.gov, c=US
Date: 2021.09.08 10:41:14 -04'00'



UNDERGROUND PETITION



POLE (EXISTING)



PROPOSED CONDUIT 2-3"



HANDHOLE (PROPOSED)

Job description

- NGRID is Petitioning for 30'+/- of 2-3" duct and
2 handholes

DISTANCES ARE APPROXIMATE

nationalgrid

Date: 8/1/21

WORK REQUEST: 30279303

To The: Town of Nantucket

For Proposed: Conduit & Handholes Location: Baxter Road

Drawn By: Tim L

THOMPSON BRUCE & MARY
21 EAST 61ST STREET APT 7F
NEW YORK, NY 10065

SANKATY BLUFF GROUP LLC
C/O OSBORN JOHN E & DEBORAH P
1219 FAIRVILLE RD
CHADDS FORD, PA 19317

WEYMAR CAROLINE S TRUSTEE
78 BAXTER RD TRUST
57 CONSTITUTION HILL WEST
PRINCETON, NJ 08540

WEYMAR CAROLINE S TR
BAXTER REALTY TRUST
57 CONSTITUTION HILL WEST
PRINCETON, NJ 08540

WEYMAR CAROLINE S TR
BAXTER REALTY TRUST
57 CONSTITUTION HILL WEST
PRINCETON, NJ 08540

$$5 \times 6.90 \Rightarrow 34.50$$

Abutters Listing

MBLU	Lot	Lot Cut	Owner Full Name	Co-Owner Full Name	Address Line 1	City	State	Zip	Location
49	27		THOMPSON BRUCE & MARY		21 EAST 61ST STREET APT 7F	NEW YORK	NY	10065	73 BAXTER RD
49	30		SANKATY BLUFF GROUP LLC	C/O OSBORN JOHN E & DEBORAH P	1219 FAIRVILLE RD	CHADDS FORD	PA	19317	75 BAXTER RD
49	41		WEYMAR CAROLINE S TRUSTEE	78 BAXTER RD TRUST	57 CONSTITUTION HILL WEST	PRINCETON	NJ	08540	78 BAXTER RD
49	42		WEYMAR CAROLINE S TR	BAXTER REALTY TRUST	57 CONSTITUTION HILL WEST	PRINCETON	NJ	08540	76 BAXTER RD
49	43		WEYMAR CAROLINE S TR	BAXTER REALTY TRUST	57 CONSTITUTION HILL WEST	PRINCETON	NJ	08540	3 BAYBERRY SIAS LN

Count: 5

Monthly Town Management Activities Report

November 17, 2021

As of 11/11/21

Highlights (major projects):

Plans/Reports/Studies*

- Coastal Resiliency Plan – actively underway; draft out; **to be reviewed with SB by CRAC on 12/1**
- 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; **solid waste l-t planning workshop scheduled for 11/15**
- 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 Dec/Jan**
- 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 – *this will need to be put on hold for now until Facilities Director position is filled*; **need direction from SB re: DPW facility; continuing exploratory review of Delta area property**
- 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 endorsed at 11/3 mtg; Town Admin working to secure professional assistance for relocation plan**
- 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
- Admin Staff – meeting monthly
- Agenda Prep – weekly meetings
- Select Board – individual meetings, weekly
- **2022 ATM prep**
- Cape Cod Managers – monthly
- Summer Issues Team (this has transitioned into a business license/issues team)
- PFAS – communications, planning
- Solid waste long-term planning/weekly
- **FY 23 Budget meetings with departments**
- **DPW Operations (weekly if not more frequent)**
- **Behavioral Health Steering Committee**
- **OIH**
- **Waste Options**
- **Park & Recreation Commission: School Athletic facility plans presentation; Tom Nevers & Parks Master Plan revisions; DPW facility – playing field reconfigurations/additions potential at Nobadeer/Delta**

Events

- fall MMMA conference

*Projects/Other**

- COVID-Related: working on restoring “normalcy” with meetings, projects; addressing/dealing with COVID-related delays and impacts
- Nobadeer Field House – **ground broken for construction**
- 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; **contract approved; waiting on final timeline (supply chain impacts)**
- Waitt Dr – **construction underway**
- 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 – met with AHT rep; **working on Town employee survey, needs determination**
- 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 – scope & funding being determined)
- Plastics ban – enforcement
- Children’s Beach pump station

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;**
- *Government 101* – **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 - **Filled**
- DPW Director
- OIH Administrator
- Park & Rec Manager – interviews starting
- Assistant Town Manager for Administration



Agenda Item Summary

Agenda Item #	XIII. 1.
Date	11/17/2021

Staff

Town Manager, Airport Manager

Subject

Airport PFAS Water Main Curb-to-Curb Paving “Gap” Funding for a portion of Skyline Drive from Woodland Drive east to the cul-de-sac.

Executive Summary

Town Administration seeks Board direction on funding the “gap” between the cost to only patch over the Airport’s PFAS-related water line trenching effort on a portion of Skyline Drive versus the cost to pave curb-to-curb.

Staff Recommendation

Fund the difference between the patching and full curb-to-curb paving.

Background/Discussion

The Nantucket Memorial Airport is currently operating under the Massachusetts Contingency Plan (MCP) to respond to and investigate observed PFAS contamination adjacent to the Airport. As part of its response action, the Airport is prioritizing the extension of Town water to affected areas west and south of the airport. Subject to FAA Revenue Use Policy, Airport revenue can only be used to fund the patching of roadway for a trenching project and not provide curb-to-curb. Town Administration believes the road should be brought back to proper condition based on previous experience with patching. There is precedent for curb-to-curb paving on private roads for similar projects using taxpayer money, with the Nantucket Harbor Shimmo/Plus Parcels Sewer Extension Project.

- \$121,895: The cost to patch only.
- \$710,000: The cost to repave curb-to-curb. Cost does not include survey and engineering, and only includes limited drainage (adjustment of existing structures).
- **\$588,105: The difference, or “gap” between patching and curb-to-curb paving.**

The Town does not have an existing appropriation nor does the Town have borrowing authorization that fits this purpose. The Town could, with Board approval, pay from an existing



appropriation and transfer the funds with a confirmatory vote at the 2022 ATM (Per the Director of Municipal Finance).

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

Other = long term deterioration of the road if not properly repaved.

Board/Commission Recommendation

N/A

Public Outreach

N/A

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

N/A

Attachments

Trench Only Paving Estimate; Full Road Repaving Estimate



MADEQUECHAM VALLEY ROAD WATERLINE
NANTUCKET, MA
PROJECT MJ-EN-01



ORIGINAL PROJECT - SKYLINE ROAD PATCH ONLY
September 30, 2021

McFarland-Johnson, Inc.
Concord, NH

Item No	Description	Unit of Measure	Unit Price	Total Quantity	Total Price
415.3	PAVEMENT MICRO MILLING	SY	\$ 37.00	760	\$ 28,120.00
450.22	SUPERPAVE SURFACE COURSE - 9.5 (SSC - 9.5)	TON	\$ 363.00	70	\$ 25,410.00
450.31	SUPERPAVE INTERMEDIATE COURSE - 12.5 (SIC -12.5)	TON	\$ 363.00	115	\$ 41,745.00
452.	ASPHALT EMULSION FOR TACK COAT	GAL	\$ 66.00	70	\$ 4,620.00
453.	HMA JOINT SEALANT	FT	\$ 8.80	2500	\$ 22,000.00
				TOTAL	\$ 121,895.00

**MADEQUECHAM VALLEY ROAD WATERLINE
NANTUCKET, MA
PROJECT MJ-EN-01**



**ADDITIONAL WORK - SKYLINE DRIVE FULL ROAD PAVING
September 30, 2021**

**McFarland-Johnson, Inc.
Concord, NH**

Item No	Description	Unit of Measure	Unit Price	Total Quantity	Total Price
170.	FINE GRADING AND COMPACTING - SUBGRADE AREA	SY	\$ 3.00	6,050.00	\$ 18,150.00
220.	DRAINAGE STRUCTURE ADJUSTMENT	EA	\$ 500.00	5.00	\$ 2,500.00
415.3	PAVEMENT MICRO MILLING	SY	\$ 15.00	6,050.00	\$ 90,750.00
443.	WATER FOR ROADWAY DUST CONTROL	MGL	\$ 100.00	5.00	\$ 500.00
450.22	SUPERPAVE SURFACE COURSE - 9.5 (SSC - 9.5)	TON	\$ 250.00	510.00	\$ 127,500.00
450.31	SUPERPAVE INTERMEDIATE COURSE - 12.5 (SIC -12.5)	TON	\$ 250.00	850.00	\$ 212,500.00
452.	ASPHALT EMULSION FOR TACK COAT	GAL	\$ 66.00	470.00	\$ 31,020.00
453.	HMA JOINT SEALANT	FT	\$ 9.00	5,000.00	\$ 45,000.00
748.	MOBILIZATION	LS	\$ 10,000.00	1.00	\$ 10,000.00
767.121	SEDIMENT CONTROL BARRIER	FT	\$ 10.00	5,000.00	\$ 50,000.00
TOTAL					\$ 587,920.00
10% CONTINGENCY					\$ 58,792.00
TOTAL CONSTRUCTION					\$ 646,712.00
	ENGINEERING AND SURVEY				\$ 60,000.00
SUB TOTAL PROJECT					\$ 706,712.00
ROUNDING					\$ 3,288.00
TOTAL PROJECT					\$ 710,000.00

Preliminary Outline #3 for 2022 Annual Town Meeting Warrant

For 11/17/21 SB review

As of ~~11/11/21~~ 11/15/21

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); **Town Admin to work on plan for implementation and resources needed; then, determination by SB as to whether or not to take to ATM**

- 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? Will get report from Planning Dir on 12/1
- Amend vote at 2005 ATM to change membership of Nantucket Historical Commission from 5 to 7 members; and, eliminate alternate members

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
- sewer connection fee waiver/reductions based on residential exemption/other specified status (discussed at 11/3/21 SB meeting with agreement that Town Counsel prepare this)

MGL ACCEPTANCES

- Municipal Water Infrastructure Investment Fund (needs research, and would also require a ballot vote) – put on hold
- 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) Need additional data, on hold til type of data/revenue projections determined, not for 2022 ATM
- 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

See attached list and link to articles. All have been certified by the Town Clerk.

DRAFT

Citizen Warrant Article Submissions
for 2022 Annual Town Meeting

<u>Article</u>	<u>Sponsor</u>	<u>Article Name</u>
A	James Jackson	Zoning Map Change - R-20 to CTEC and/or CN - Old South Rd
B	Jack McGrady	Rescind Article 77 of 2018 ATM
C	Jack McGrady	14 Days Between ATM and ATE
D	Bruce Mandel	Bylaw Amendment - Single-Use Plastics - Alcoholic Beverages Container
E	Bruce Mandel	Bylaw Amendment - Single-Use Plastics - Tobacco Filters
F	Joseph Minella	Home Rule Petition - Prohibiting Fertilizer
G	David Buckley	Sewer District Map Change - 15 Milestone Crossing
H	Jeffrey Booms	Home Rule Petition - Solar
I	Theresa Williams	Ombudsman Establishment - Complaints
J	Clifford Williams	Appropriation - Shedder for Solid Waste
K	Julie Bunting	Zoning Map Change - R-20 to CTEC and/or CN - Old South Rd
L	Dorothy Stover	Bylaw Amendment - Gender Equality on Beaches
M	Campbell Sutton	Amend Town Wharf and Waterways Prohibited Activities
N	Hillary Rayport	Home Rule Petition - Amend the NP&EDC
O	Anne Dewez	Zoning Bylaw Amendment - Pools, Hot Tubs, Spas - Definitions
P	Anne Dewez	Disallow Hot Tubs, Spas in Historic Districts

Citizen Warrant Article Submissions
for 2022 Annual Town Meeting

Q	Linda Williams	Zoning Map Change - R-20 to R-10L - Nobadeer Way
R	Linda Williams	Zoning Bylaw Change - Definitions and Word Usage - Apartments
S	Linda Williams	Zoning Bylaw Amendment - Swimming Pool - Residential - Square Footage
T	Linda Williams	Zoning Bylaw Amendment - Swimming Pool - Residential
U	Linda Williams	Zoning Bylaw Amendment - Storage Container by Special Permit in CMI
V	Linda Williams	Real Estate Acquisition - Proprietors Rd - Off Tripp Dr/South Shore Rd
W	Linda Williams	Real Estate Conveyance - Proprietors Rd - Off Tripp Dr/South Shore Rd
X	Linda Williams	Real Estate Acquisition - Two Ways - Nobadeer Way
Y	Linda Williams	Real Estate Conveyance - Two Ways - Nobadeer Way
Z	Ken Beaugrand	Appropriation - FY23 Community Preservation Committee
AA	Ken Beaugrand	Appropriation - Community Preservation Committee for Affordable Housing Trust
BB	Ken Beaugrand	FY 22 Community Preservation Committee Budget Transfers
CC	Clifford Williams	Sewer District Map Change - 44 Skyline Dr
DD	Clifford Williams	Zoning Map Change - LUG-2 to R-5 or CN - 44 Skyline Dr
EE	Tobias Glidden	Zoning Bylaw Amendment - Protecting Rights to Short-Term Rentals

Link to view Citizen Warrant Articles:

<https://www.nantucket-ma.gov/DocumentCenter/View/40819/2022-Annual-Town-Meeting-Citizen-Warrant-Articles-PDF>

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.
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Boston, MA 02110
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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

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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.

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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

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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)