

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

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www.nantucket-ma.gov

C. Elizabeth Gibson
Town & County Manager

AGENDA FOR THE MEETING OF THE SELECT BOARD FEBRUARY 23, 2022 - 5:30 PM REMOTE PARTICIPATION VIA ZOOM WEBINAR NANTUCKET, MASSACHUSETTS

YOU TUBE LINK:

<https://youtu.be/GTXxMbecb3g>

ZOOM WEBINAR REGISTRATION LINK TO VIRTUALLY ATTEND MEETING:

https://us06web.zoom.us/webinar/register/WN_dm04LwJRTQSp7QkzcTv1GA

I. CALL TO ORDER

II. SELECT BOARD ACCEPTANCE OF AGENDA

III. ANNOUNCEMENTS

1. The Select Board Meeting is Being Audio/Video Recorded.
2. The Select Board is Accepting Applications to Fill a Vacant Alternate Seat on the Planning Board; Applications are Due at Noon on Friday, February 25, 2022, for Select Board Meeting on Wednesday, March 23, 2022 where Applicants can Review Applications, Pursuant to Select Board Committee Appointment Policy; An Appointment will be Made at the March 23 Select Board Meeting.
3. Legislative Update with Representative Dylan Fernandes and Senator Julian Cyr.
4. No Select Board Meeting on Wednesday, March 2, 2022; Next Meeting to be Held on Wednesday, March 9, 2022.
5. 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 February 16, 2022 at 5:30 PM.
2. Approval of Payroll Warrants for February 20, 2022.
3. Approval of Treasury Warrants for February 23, 2022.
4. Approval of Pending Contracts for February 23, 2022 - as Set Forth on the Spreadsheet Identified as Exhibit 1, Which Exhibit is Incorporated Herein by Reference.

IX. CONSENT ITEMS

1. Gift Acceptance: Natural Resources Department.

X. CITIZEN/DEPARTMENTAL/COMMITTEE REQUESTS

1. Nantucket Island Chamber of Commerce:
 - a) Request for Approval and Execution of MassDOT Event Notification Form for Daffodil Parade and Sconset Tailgate Picnic to be Held Saturday, April 23, 2022.
 - b) Annual Request for Waiver of Chapter 54(1)(c) (Alcoholic Beverages) of the Code of the Town of Nantucket for Daffodil Festival Tailgate Picnic in Sconset.
2. Semester Cinema: Requests Regarding "Lost Nation" Film Production Scheduled to Take Place on Nantucket from March 14, 2022 to April 8, 2022:
 - a) Permission to Film on Town-Owned Property and Approval of Various Street and Sidewalk Blockings;
 - b) Waivers of Town Noise Bylaw for Multiple Dates, Time and Locations;
 - c) Approval of Film Permit.

XI. REAL ESTATE MATTERS

1. Request for Approval and Execution of Purchase and Sale Agreement for Two Parcels Known as 10 Washington Street, Shown as Lot 2 on Plan of Land Entitled "Plan of Land Prepared for Dorothy Leichter," Dated October 3, 1984 and Recorded in Plan File 2-E with Nantucket County Registry of Deeds, and 12 Washington Street, Shown on Plan of Land Entitled "Plan of Land in Nantucket, Massachusetts, drawn by Schofield Brothers, Inc.," Dated January 29, 1969.

XII. PUBLIC HEARINGS

1. Public Hearing to Consider the Taking of Easements in Portions of Hancock Street, Shown as "Easement 1 and Easement 2" on Plan of Land Entitled "Roadway Easement Acquisition Plan, Hancock Street in Nantucket, Massachusetts," Dated October 26, 2021, Prepared by Earle & Sullivan, Inc., for the Purposes of Public Way, Drainage, and/or General Municipal Purposes and for Conveyance of the Fee Title or Lesser Interests, Together with any Public and

Private Rights of Passage, Pursuant to MGL Chapter 79, or Otherwise and Vote on Article 104 of 2021 Annual Town Meeting.

2. Public Hearing to Consider the Taking of Portions of Cherry Street, Shown as "Parcel A and Parcel B" on Plan of Land Entitled "Taking and Disposition Plan of Land in Nantucket, MA, Prepared for Town of Nantucket," Dated October 28, 2021, Prepared by Blackwell & Associates, Inc. and Recorded at Nantucket County Registry of Deeds as Plan No. 2021-77, for the Purposes of Public Access, and/or General Municipal Purposes, Together with any Public and Private Rights of Passage, Pursuant to MGL Chapter 79, or Otherwise, and Vote on Article 109 of 2020 Annual Town Meeting.

XIII. TOWN MANAGER'S REPORT

1. FY 2022 Second Quarter Budget Reports: General Fund, Our Island Home Enterprise Fund, Solid Waste Enterprise Fund.
2. Review of Revisions to Committee Handbook.
3. Monthly Town Management Report.

XIV. SELECT BOARD'S REPORTS/COMMENT

1. Discussion Regarding Potential Select Board Comments on Article 39 (Bylaw: Short-term Rentals); Article 42 (Zoning: Short-term Rentals).
2. Committee Reports.

XV. 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

NOTICE OF COMMITTEE OPENING

The Select Board is accepting applications to fill a vacant Alternate seat on the Planning Board. Interested individuals may obtain a "Committee Interest Form" at <https://www.nantucket-ma.gov/DocumentCenter/View/105/Standard-Committee-Application?bidId=>. Information on the mission of the Planning Board can be viewed at <https://www.nantucket-ma.gov/315/Planning-Board>. Completed applications can be mailed or hand delivered to Town Administration, 16 Broad Street, Nantucket, MA 02554 or emailed to emooney@nantucket-ma.gov.

Applications must be submitted by 12:00 PM on Friday, February 25, 2022, for a Select Board meeting on Wednesday, March 23, 2022 where applicants can introduce themselves and review their applications, and appointments will be made.

Select Board
Planning Board Alternate Vacancy Appointment Timeline
As of 2/4/2022

February 4 – Advertise Planning Board Alternate vacancy on Town’s website

February 10 and February 17 – Advertise Planning Board Alternate vacancy in the Inky

February 16 and February 23 – Planning Board Alternate vacancy to be added to Select Board agendas as announcement

February 25 at 12:00 PM – Deadline for submitting applications for Planning Board Alternate vacancy

March 9 and March 16 – The names of applicants who have submitted applications will be read aloud and applications will be included in the Board’s packet.

March 23 – Meeting for applicants to introduce themselves and review their applications; Planning Board Alternate appointment.

From: [Libby Gibson](#)
To: [Erika Mooney](#)
Subject: FW: Legislative Update for Feb 23
Date: Thursday, February 17, 2022 12:56:29 PM
Attachments: [image001.png](#)

Please put this in packet too

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

From: Tucker Holland
Sent: Thursday, February 17, 2022 11:38 AM
To: Libby Gibson <LGibson@nantucket-ma.gov>; Town Manager <townmanager@nantucket-ma.gov>; 'Mofsen, Charity (HOU)' <charitygrace.mofsen@mahouse.gov>; 'Fernandes, Dylan - Rep. (HOU)' <Dylan.Fernandes@mahouse.gov>; 'Cyr, Julian (SEN)' <Julian.Cyr@masenate.gov>
Cc: Dawn Hill Holdgate <dhillholdgate@nantucket-ma.gov>; Jason M. Bridges <jmbridges@nantucket-ma.gov>; Kristie Ferrantella <kferrantella@nantucket-ma.gov>; Matt Fee <mfee@nantucket-ma.gov>; Melissa B. Murphy <mbmurphy@nantucket-ma.gov>
Subject: RE: Legislative Update for Feb 23

Thanks, Libby. You are correct that H.4201 is the bill for our Home Rule Petition for what we refer to as the Housing Bank. We are also keenly interested in the state-wide enabling pieces of legislation that support a local option for a transfer fee in support of housing – H.1377 / S. 868 and H.2895. All of the above would allow Nantucket to have a transfer fee to benefit year-round housing as it has sought for six-plus years now.

It will be important to hear from Dylan and Julian how the re-introduction of Boston's HRP for a transfer fee for housing (also with a \$2 million threshold – like ours) plays into things, i.e., where is leadership's thinking on all of these bills, and what the legislative strategy to ensure that if the Boston train is going somewhere this session, Nantucket and other communities that need the same don't get left behind. For Boston to get a transfer fee and Nantucket not get one would be unconscionable .

Look forward to seeing everyone on Wednesday.

Best,
Tucker

Tucker Holland
Housing Director

From: [Libby Gibson](#)
To: [Town Manager](#); ["Mofsen, Charity \(HOU\)"; "Fernandes, Dylan - Rep. \(HOU\)"; "Cyr, Julian \(SEN\)"](#)
Cc: [Dawn Hill Holdgate](#); [Jason M. Bridges](#); [Kristie Ferrantella](#); [Matt Fee](#); [Melissa B. Murphy](#)
Subject: Legislative Update for Feb 23
Date: Thursday, February 17, 2022 11:22:47 AM

Slight update – below (added bill #'s, hopefully they are correct; and added an add'l pending HRP)

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

From: Town Manager
Sent: Wednesday, February 9, 2022 8:17 PM
To: Mofsen, Charity (HOU) <charitygrace.mofsen@mahouse.gov>; Fernandes, Dylan - Rep. (HOU) <Dylan.Fernandes@mahouse.gov>; 'Cyr, Julian (SEN)' <Julian.Cyr@masenate.gov>
Cc: Dawn Hill Holdgate <dhillholdgate@nantucket-ma.gov>; Jason M. Bridges <jmbridges@nantucket-ma.gov>; Kristie Ferrantella <kferrantella@nantucket-ma.gov>; Matt Fee <mfee@nantucket-ma.gov>; Melissa B. Murphy <mbmurphy@nantucket-ma.gov>
Subject: Legislative Update

Good evening. We would like to invite Rep Fernandes and Sen Cyr to attend a Select Board meeting within the next month or so, to discuss with and/or update the Select Board on:

- the legislation you filed regarding the Steamship Authority **HB 4841**
- pending state and Nantucket housing legislation **H 4201**
- the legislation you filed regarding recreation on private tidelands **S 511/H 908**
- the status of whether hybrid meetings will continued to be allowed after ~~April 1, 2022~~ July 15, 2022
- **the status of a land transfer home rule petition H 4104/4360**

The Select Board meetings occur on Wednesdays starting at 5:30 pm and we could certainly accommodate you first on the agenda. The Board is currently meeting remotely and expects to return to in-person/hybrid meetings on March 16. The Board is not meeting on March 2. Please let us know a preferable date. Thank you.

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

HOUSE No.

The Commonwealth of Massachusetts

PRESENTED BY:

Dylan A. Fernandes and Julian Cyr

To the Honorable Senate and House of Representatives of the Commonwealth of Massachusetts in General Court assembled:

The undersigned legislators and/or citizens respectfully petition for the adoption of the accompanying bill:

An Act relative to the Steamship Authority audit report.

PETITION OF:

NAME:	DISTRICT/ADDRESS:	DATE ADDED:
<i>Dylan A. Fernandes</i>	<i>Barnstable, Dukes and Nantucket</i>	<i>2/8/2022</i>

HOUSE No.

[Pin Slip]

The Commonwealth of Massachusetts

In the One Hundred and Ninety-Second General Court
(2021-2022)

An Act relative to the Steamship Authority audit report.

Be it enacted by the Senate and House of Representatives in General Court assembled, and by the authority of the same, as follows:

1 SECTION 1. Section 3 of chapter 701 of the acts of 1960, as most recently amended by
2 sections 3 and 4 of chapter 429 of the acts of 2002, is hereby further amended in the second
3 paragraph:

4 by striking the word “his” and inserting in place thereof the word “the”;

5 and by adding the following sentence at the end thereof:-

6 No member shall serve more than three full terms; provided, that a member appointed to
7 fill a vacancy may serve three full terms after serving the unexpired portion of the former
8 member.

9 SECTION 2. Section 4 of said chapter 701, as most recently amended by sections 3 and 4
10 of chapter 429 of the acts of 2002, is hereby further amended by adding after subsection (j) the
11 following subsection:-

(k) To employ a chief operating officer, who shall be responsible for improving the management and performance of the Authority, and who shall report directly to the general manager and shall be subject to the authority of the general manager. The chief operating officer shall:

(i) provide overall organization management to improve agency performance and achieve the mission and goals of the Authority through the use of strategic and performance planning, measurement, analysis, regular assessment of progress, and use of performance information to improve the results achieved;

(ii) advise and assist the general manager in carrying out the requirements of chapter 701;

(iii) oversee efforts to improve management functions within the Authority; and

(iv) coordinate and collaborate with relevant personnel within and external to the Authority

SECTION 3. Notwithstanding section 3 of chapter 701 of the acts of 1960, as amended herein, members serving on the Steamship Authority Board who have served three full terms as of the effective date of this act may complete the remainder of their term and may serve an additional term immediately after their current term expires.

HOUSE No. 908

The Commonwealth of Massachusetts

PRESENTED BY:

Dylan A. Fernandes

To the Honorable Senate and House of Representatives of the Commonwealth of Massachusetts in General Court assembled:

The undersigned legislators and/or citizens respectfully petition for the adoption of the accompanying bill:

An Act relative to recreation on private tidelands.

PETITION OF:

NAME:	DISTRICT/ADDRESS:	DATE ADDED:
<i>Dylan A. Fernandes</i>	<i>Barnstable, Dukes and Nantucket</i>	<i>1/25/2021</i>
<i>David M. Rogers</i>	<i>24th Middlesex</i>	<i>2/26/2021</i>
<i>Sarah K. Peake</i>	<i>4th Barnstable</i>	<i>3/2/2021</i>
<i>Mike Connolly</i>	<i>26th Middlesex</i>	<i>9/10/2021</i>
<i>Danillo A. Sena</i>	<i>37th Middlesex</i>	<i>10/8/2021</i>
<i>Jack Patrick Lewis</i>	<i>7th Middlesex</i>	<i>11/1/2021</i>
<i>Tram T. Nguyen</i>	<i>18th Essex</i>	<i>12/27/2021</i>

HOUSE No. 908

By Mr. Fernandes of Falmouth, a petition (accompanied by bill, House, No. 908) of Dylan A. Fernandes, David M. Rogers and Sarah K. Peake relative to recreation on private tidelands. Environment, Natural Resources and Agriculture.

The Commonwealth of Massachusetts

In the One Hundred and Ninety-Second General Court
(2021-2022)

An Act relative to recreation on private tidelands.

Be it enacted by the Senate and House of Representatives in General Court assembled, and by the authority of the same, as follows:

1 SECTION 1. Section 1 of chapter 91 of the General Laws, as appearing in the 2018
2 Official Edition, is hereby amended by inserting after the words “for the purposes of”, in line 36,
3 the following words:- recreation and.

4 SECTION 2. Said section 1 of said chapter 91, as so appearing, is hereby further
5 amended by inserting after the definition of “Private tidelands” the following definition:-

6 “Recreation”, the use of land for relaxation, exercise, watersports or other enjoyable
7 pastimes.

House Bills Pending Regarding the Open Meeting Law

Bill H.2194 (primarily addresses town meeting)

An Act Further Addressing Challenges to Municipal Governance Caused by the COVID-19 Emergency

<https://malegislature.gov/Bills/192/H2194>

Bill H.3152

An Act to Modernize Participation in Public Meetings

<https://malegislature.gov/Bills/192/H3152>

Bill H.3213

An Act Updating the Open Meeting Law to Support Remote Participation

<https://malegislature.gov/Bills/192/H3213>

HOUSE No. 3152**The Commonwealth of Massachusetts**

PRESENTED BY:

Denise C. Garlick

To the Honorable Senate and House of Representatives of the Commonwealth of Massachusetts in General Court assembled:

The undersigned legislators and/or citizens respectfully petition for the adoption of the accompanying bill:

An Act to modernize participation in public meetings.

PETITION OF:

NAME:	DISTRICT/ADDRESS:	DATE ADDED:
<i>Denise C. Garlick</i>	<i>13th Norfolk</i>	<i>2/18/2021</i>
<i>Mindy Domb</i>	<i>3rd Hampshire</i>	<i>2/23/2021</i>
<i>Jason M. Lewis</i>	<i>Fifth Middlesex</i>	<i>2/23/2021</i>
<i>Christina A. Minicucci</i>	<i>14th Essex</i>	<i>2/23/2021</i>
<i>David M. Rogers</i>	<i>24th Middlesex</i>	<i>2/23/2021</i>
<i>John Barrett, III</i>	<i>1st Berkshire</i>	<i>2/23/2021</i>
<i>Sarah K. Peake</i>	<i>4th Barnstable</i>	<i>2/24/2021</i>
<i>Jack Patrick Lewis</i>	<i>7th Middlesex</i>	<i>2/24/2021</i>
<i>Steven C. Owens</i>	<i>29th Middlesex</i>	<i>2/24/2021</i>
<i>David Paul Linsky</i>	<i>5th Middlesex</i>	<i>2/24/2021</i>
<i>Dylan A. Fernandes</i>	<i>Barnstable, Dukes and Nantucket</i>	<i>2/24/2021</i>
<i>Carmine Lawrence Gentile</i>	<i>13th Middlesex</i>	<i>2/24/2021</i>
<i>Adam J. Scanlon</i>	<i>14th Bristol</i>	<i>2/25/2021</i>
<i>Paul McMurtry</i>	<i>11th Norfolk</i>	<i>2/25/2021</i>
<i>James J. O'Day</i>	<i>14th Worcester</i>	<i>2/25/2021</i>
<i>William C. Galvin</i>	<i>6th Norfolk</i>	<i>2/26/2021</i>
<i>Tram T. Nguyen</i>	<i>18th Essex</i>	<i>2/26/2021</i>
<i>Josh S. Cutler</i>	<i>6th Plymouth</i>	<i>2/26/2021</i>

<i>Kate Lipper-Garabedian</i>	<i>32nd Middlesex</i>	<i>2/26/2021</i>
<i>Adrian C. Madaro</i>	<i>1st Suffolk</i>	<i>2/26/2021</i>
<i>Danillo A. Sena</i>	<i>37th Middlesex</i>	<i>2/26/2021</i>
<i>David Henry Argosky LeBoeuf</i>	<i>17th Worcester</i>	<i>2/26/2021</i>
<i>Antonio F. D. Cabral</i>	<i>13th Bristol</i>	<i>2/26/2021</i>
<i>Mary S. Keefe</i>	<i>15th Worcester</i>	<i>2/26/2021</i>
<i>James B. Eldridge</i>	<i>Middlesex and Worcester</i>	<i>2/26/2021</i>
<i>Michael S. Day</i>	<i>31st Middlesex</i>	<i>2/26/2021</i>
<i>Erika Uyterhoeven</i>	<i>27th Middlesex</i>	<i>2/26/2021</i>
<i>Michelle M. DuBois</i>	<i>10th Plymouth</i>	<i>2/26/2021</i>
<i>Peter Capano</i>	<i>11th Essex</i>	<i>2/26/2021</i>
<i>James K. Hawkins</i>	<i>2nd Bristol</i>	<i>2/26/2021</i>
<i>Jon Santiago</i>	<i>9th Suffolk</i>	<i>2/26/2021</i>
<i>Andres X. Vargas</i>	<i>3rd Essex</i>	<i>2/26/2021</i>
<i>Michelle L. Ciccolo</i>	<i>15th Middlesex</i>	<i>2/26/2021</i>
<i>Alice Hanlon Peisch</i>	<i>14th Norfolk</i>	<i>3/2/2021</i>
<i>Michael P. Kushmerek</i>	<i>3rd Worcester</i>	<i>3/3/2021</i>
<i>Walter F. Timilty</i>	<i>Norfolk, Bristol and Plymouth</i>	<i>3/8/2021</i>
<i>Daniel Cahill</i>	<i>10th Essex</i>	<i>3/8/2021</i>
<i>Steven Ultrino</i>	<i>33rd Middlesex</i>	<i>3/8/2021</i>
<i>Thomas M. Stanley</i>	<i>9th Middlesex</i>	<i>3/8/2021</i>
<i>Bradley H. Jones, Jr.</i>	<i>20th Middlesex</i>	<i>3/9/2021</i>
<i>Ruth B. Balser</i>	<i>12th Middlesex</i>	<i>3/15/2021</i>
<i>John J. Mahoney</i>	<i>13th Worcester</i>	<i>3/15/2021</i>
<i>Sean Garballey</i>	<i>23rd Middlesex</i>	<i>3/19/2021</i>
<i>Christine P. Barber</i>	<i>34th Middlesex</i>	<i>3/19/2021</i>
<i>Daniel R. Carey</i>	<i>2nd Hampshire</i>	<i>3/19/2021</i>
<i>Steven G. Xiarhos</i>	<i>5th Barnstable</i>	<i>3/22/2021</i>
<i>Vanna Howard</i>	<i>17th Middlesex</i>	<i>3/23/2021</i>
<i>Jacob R. Oliveira</i>	<i>7th Hampden</i>	<i>3/23/2021</i>
<i>Kenneth I. Gordon</i>	<i>21st Middlesex</i>	<i>3/25/2021</i>
<i>Jay D. Livingstone</i>	<i>8th Suffolk</i>	<i>3/30/2021</i>
<i>Tami L. Gouveia</i>	<i>14th Middlesex</i>	<i>4/4/2021</i>
<i>Paul F. Tucker</i>	<i>7th Essex</i>	<i>4/5/2021</i>
<i>Kay Khan</i>	<i>11th Middlesex</i>	<i>4/8/2021</i>
<i>Richard M. Haggerty</i>	<i>30th Middlesex</i>	<i>4/9/2021</i>
<i>Harriette L. Chandler</i>	<i>First Worcester</i>	<i>4/9/2021</i>
<i>James Arciero</i>	<i>2nd Middlesex</i>	<i>5/12/2021</i>
<i>Julian Cyr</i>	<i>Cape and Islands</i>	<i>5/12/2021</i>

<i>Patrick M. O'Connor</i>	<i>Plymouth and Norfolk</i>	<i>5/28/2021</i>
<i>Mike Connolly</i>	<i>26th Middlesex</i>	<i>6/1/2021</i>
<i>Natalie M. Blais</i>	<i>1st Franklin</i>	<i>6/3/2021</i>
<i>Brian W. Murray</i>	<i>10th Worcester</i>	<i>6/14/2021</i>
<i>Natalie M. Higgins</i>	<i>4th Worcester</i>	<i>9/9/2021</i>

HOUSE No. 3152

By Ms. Garlick of Needham, a petition (accompanied by bill, House, No. 3152) of Denise C. Garlick and others for legislation to further regulate the participation in public meetings. State Administration and Regulatory Oversight.

The Commonwealth of Massachusetts

In the One Hundred and Ninety-Second General Court
(2021-2022)

An Act to modernize participation in public meetings.

Be it enacted by the Senate and House of Representatives in General Court assembled, and by the authority of the same, as follows:

1 SECTION 1. Section 18 of chapter 30A of the General Laws is hereby amended by
2 inserting after the first paragraph the following paragraph:-

3 “Adequate, alternative means of public access”, measures or means that provide
4 transparency and permit timely and effective remote public access to the deliberations of a public
5 body; provided, however, such means include but are not limited to providing public access
6 through telephone, internet, or satellite-enabled audio or video conferencing or any other
7 technology that enables the public to clearly follow and participate in the proceedings of the
8 public body as they are occurring, and must be available without any subscription, toll, or similar
9 charge; provided, further, where allowance for active, real-time participation by members of the
10 public is a specific requirement of a general or special law or regulation, or a local ordinance or
11 by-law, pursuant to which the proceeding is conducted, any alternative means of public access
12 must provide for such participation.

SECTION 2. Section 20 of said chapter 30A, as so appearing, is hereby amended by striking out paragraph (a) and inserting in place thereof the following paragraph:-

(a) Except as provided in section 21, all meetings of a public body shall be open to the public in a public place that is open and physically accessible to the public, and provide adequate, alternative means of public access.

SECTION 3. Section 20 of said chapter 30A, as so appearing, is hereby further amended by inserting at the end thereof the following paragraph:-

(i) A municipal public body that for reasons of economic hardship and despite best efforts is unable to provide alternative means of public access that will enable the public to follow the proceedings of the municipal public body as those activities are occurring in real time may request a hardship waiver from the attorney general's office. If such waiver is granted, the municipal public body shall post on its municipal website a full and complete transcript, recording, or other comprehensive record of the proceedings as soon as practicable upon conclusion of the proceedings, and in any event within 10 business days. This paragraph shall not apply to proceedings that are conducted pursuant to a general or special law or regulation, or a local ordinance or by-law, that requires allowance for active participation by members of the public.

SECTION 4. Section 22 of said chapter 30A, as so appearing, is hereby amended by inserting at the end of the first paragraph the following sentence:-

The minutes shall note the adequate, alternative means of public access to the meeting, pursuant to paragraph (a) of section 20.

HOUSE No. 3213

The Commonwealth of Massachusetts

PRESENTED BY:

James J. O'Day

To the Honorable Senate and House of Representatives of the Commonwealth of Massachusetts in General Court assembled:

The undersigned legislators and/or citizens respectfully petition for the adoption of the accompanying bill:

An Act updating the Open Meeting Law to support remote participation.

PETITION OF:

NAME:	DISTRICT/ADDRESS:	DATE ADDED:
<i>James J. O'Day</i>	<i>14th Worcester</i>	<i>2/18/2021</i>
<i>Rebecca L. Rausch</i>	<i>Norfolk, Bristol and Middlesex</i>	<i>2/23/2021</i>
<i>Natalie M. Blais</i>	<i>1st Franklin</i>	<i>5/20/2021</i>
<i>Brian M. Ashe</i>	<i>2nd Hampden</i>	<i>5/20/2021</i>
<i>Kate Lipper-Garabedian</i>	<i>32nd Middlesex</i>	<i>6/7/2021</i>
<i>Tami L. Gouveia</i>	<i>14th Middlesex</i>	<i>6/14/2021</i>

HOUSE No. 3213

By Mr. O'Day of West Boylston, a petition (accompanied by bill, House, No. 3213) of James J. O'Day and Rebecca L. Rausch for legislation to further regulate the Open Meeting Law to support remote participation. State Administration and Regulatory Oversight.

The Commonwealth of Massachusetts

In the One Hundred and Ninety-Second General Court
(2021-2022)

An Act updating the Open Meeting Law to support remote participation.

Be it enacted by the Senate and House of Representatives in General Court assembled, and by the authority of the same, as follows:

1 SECTION 1. Chapter 30A of the General Laws, as appearing in the 2018 Official
2 Edition, is hereby amended by striking out paragraph (d) of section 20.

3 SECTION 2. Chapter 30A of the General Laws, as appearing in the 2018 Official
4 Edition, is hereby amended by inserting after section 20 the following section:-

5 Section 20A. (a) A public body may allow remote participation by any member for any
6 meeting of the public body. For the purposes of this section, the term remote participation means
7 participation by a member of a public body during a meeting of that public body where the
8 member is not physically present at the meeting location.

9 (b) Members remotely participating in a meeting may vote, shall be considered present
10 and in attendance for all purposes, including for purposes of determining a quorum and for the
11 purposes of section 23D of chapter 39.

12 (c) All members of the public body participating either remotely or at a meeting location
13 shall be clearly audible to one another.

14 (d) For any meeting conducted through remote participation, the public body shall make
15 provisions to ensure public access to the deliberations of the public body for interested members
16 of the public through adequate, alternative means. Adequate, alternative means of public access
17 shall mean measures that provide transparency and permit timely and effective public access to
18 the virtual meeting. Such means may include, without limitation, providing public access
19 through telephone, Internet or satellite enabled audio or video conferencing or any other
20 technology that enables the public to clearly follow the proceedings of the virtual meeting while
21 those proceedings are occurring. Documents used for any such meeting should be made available
22 to the public before or at the time of the meeting of the public body. Where allowance for active,
23 real-time participation by members of the public is a specific requirement of a general or special
24 law or regulation, or a charter, local ordinance or by-law, pursuant to which the proceeding is
25 conducted, any alternative means of public access shall provide for such participation. A public
26 body shall offer its selected alternative means of public access to virtual meetings without
27 subscription, toll, or similar charge to the public.

28 (e) A public body that elects to conduct its proceedings remotely shall ensure that any
29 party entitled or required to appear before it may do so through remote means, as if the party
30 were a member of the public body participating remotely.

31 (f) The executive body of a municipality shall develop and adopt standards and
32 guidelines for remote participation of public bodies that is sufficient for the municipality prior to
33 any remote meeting held pursuant to this law.

EXHIBIT 1
AGREEMENTS TO BE EXECUTED BY TOWN MANAGER
UNLESS RESOLUTION OF DISAPPROVAL BY SELECT BOARD
February 23, 2022

Type of Agreement/Description	Department	With	Amount	Other Information	Source of Funding	Term
Purchase Agreement	Fire	Rosenbauer Minnesota, LLC	\$625,130	Purchase of new fire engine	Article 10/2021 ATM	February 1, 2022 - July 1, 2022
Professional Service Agreement	Our Island Home	Complete Staffing Solutions	\$250,000	2 temporary full-time RNs for Our Island Home	OIH Budget	February 9, 2022 - June 30, 2022

CONSENT AGENDA ITEMS FOR 2/23/2022 SELECT BOARD MEETING

1. Gift Acceptances

Recommend the acceptance of the following gifts to Town agencies:

- Natural Resources Department:
 - o Gift of \$98,725 from Great Harbor Yacht Club Foundation for the purchase of a FlowCam Cyano, a camera that automatically detects and counts different algae and phytoplankton in water samples

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

Town Administration will ensure that letters of thanks are sent.

TOWN OF NANTUCKET NATURAL RESOURCES DEPARTMENT

131 PLEASANT STREET
NANTUCKET, MA 02554

(508) 228-7230



Select Board-
16 Broad Street
Nantucket, MA 02554
02/18/2022

Dear Board Members,

On behalf of the Natural Resources Department we are requesting that the Select Board accept the generous gift from the Great Harbor Yacht Club Foundation of \$98,725 for the purchase of a Flow Cam Cyano. This camera automatically detects and counts different algae and phytoplankton in water samples. The purposes of this unit for the Natural Resources Department are:

1. To quickly enumerate and categorize the Phytoplankton and Algae communities of Nantucket.
2. To decrease the time required to identify target Harmful Algal Bloom (HAB) forming species.
3. To decrease the time between town-level monitoring surveys and state-level actions.
4. To decrease the time required to enumerate Hatchery algae and larvae.
5. To enhance the ability to monitor shellfish larvae recruitment associated with larval releases
6. To monitor algae and shellfish populations within the Brant Point Hatchery in an efficient manner.

The FlowCam will take up to 6 minutes to gather data from 1 mL sample volume whereas it could take up to two hours per sample for statistically significant counts to be performed and photographic documentation conducted at the hatchery.

In addition, the Flow Cam provides high resolution digital photographs of cells found that can be email or made available for viewing to confirm proper identification or help with public awareness and education. This will be an extremely valuable tool in Natural Resources Operations.

We will attend the upcoming meeting of the Board to answer any questions that you have regarding this gift and program. Thank you for your attention to this matter.

Sincerely,
Jeff Carlson,
Town of Nantucket
Natural Resources Director



February 15, 2022

Board of Directors

Elliot Gewirtz
President
Cece Fowler
Vice President
Grady Durham
Treasurer
Matt Dwyer
Clerk
Karen Ketterer
Valerie McCarthy
Jeffrey Parker
Joseph Smialowski

**Scientific Advisory
Committee**

William DuPaul, Ph.D.
Brian von Herzen, Ph.D.
Robert Orth, Ph.D.
Steve Tettelbach,
Ph.D.

Select Board
Town of Nantucket
Nantucket, Mass.

Greetings:

Responsible use and stewardship of Nantucket Harbor is at the core of what brought the Great Harbor Yacht Club Foundation and the TON's Natural Resources Department together. The Department notes that the ability to quickly assess and identify harmful algae blooms within the Harbor and the Brant Point Shellfish Hatchery is critical to the health of the Harbor and the work of the hatchery. We are advised that a Flow Cam Cyano would be of enormous benefit to the Department. Among other things it would we understand allow the Department to:

- Quickly enumerate and categorize the phytoplankton and algae communities of Nantucket.
- Decrease the time required to identify target Harmful Algal Bloom forming species.
- Decrease the time between town-level monitoring surveys and state-level actions.
- Decrease the time required to enumerate Hatchery algae and larvae.
- Enhance the ability to monitor shellfish larvae recruitment associated with larval releases.

The cost of the FlowCam Cyano is \$98,725. The Great Harbor Yacht Club Foundation would be pleased to donate 100% of the cost of the Flow-Cam in advance to the TON as a restricted gift for application to the TON's purchase of the Flow- Cam. We understand that certain software and training costs will be paid out of the Department's existing budgeted funds. According to the Department, the FlowCam is a flow imaging microscope and cytometer, with a paired image analysis. The FlowCam rapidly counts and images particles in a fluid stream.

We understand the FlowCam will allow the Department to count larvae and algae, instantaneously saving hatchery employees hours of work. Additionally, by correctly identifying and enumerating HABs in a timely fashion, we understand the health of the Harbor can be improved for the benefit of the entire Nantucket community.

Sincerely,

A handwritten signature in blue ink, appearing to read "Elliot Gewirtz".

Elliot Gewirtz
President, Great Harbor Yacht Club Foundation



Agenda Item Summary

Agenda Item #	X. 1. a & b
Date	02/23/2022

Staff

Amy Baxter, Licensing Administrator; Marina Dzvoni, Events Coordinator

Subject

2022 Daffodil Festival on Saturday, April 23, 2022.

Executive Summary

The Nantucket Island Chamber of Commerce's Daffodil Festival as celebration of springtime awakening on Nantucket Island has been held annually since 1978. Daffodil Festival activities include Daffodil Antique Car Parade followed by a tailgate picnic in Siasconset Village, and family friendly activities at Children's Beach (Children's Bike Parade, Daffy Hat Parade, and the Daffodil Dog Parade). Daffodil Festival Activities attract over a thousand of visitors and residents to take part in celebration and encourage more economic activity in the shoulder season.

NICC submitted the following requests that need to be reviewed and approved to continue with public assembly permitting:

- Approval and Execution of MassDOT Event Notification Form for Daffodil Parade and Sconset Tailgate Picnic to be Held Saturday, April 23, 2022 required in order to apply for MassDOT Permit to Access State Highway (Milestone Road known as Auto Route M)
- Annual Request for Waiver of Chapter 54(1)(c) of the Code of the Town of Nantucket for Daffodil Festival Tailgate Picnic in Sconset.
- Review and approval of street blocking requests for Downtown Activities and Sconset Tailgate Picnic.

In accordance with Town of Nantucket Event Permitting Policy and Chapter 105, §8 of the Nantucket Town Code, all events with over 250 participants must be approved by the Select Board as a Public Assembly in addition to being approved by the Town Manager or his/her designee(s).

The Select Board may choose to dispense with public hearing whenever the application before the Board is for a repetition of, or a regular occurrence of, a public entertainment or organized athletic event that has previously been issued a permit hereunder.

All events must be approved annually via the permit application process; events are neither guaranteed year-to-year nor "grandfathered".

Staff Recommendation

Staff recommendation is to approve the above requests and set the following conditions for Public Assembly Permits for Daffodil Festival Antique Car Parade and Sconset Tailgate Picnic:

- The number of vehicles participating in the parade must be limited to 110 as approved in previous years.
- Adequate emergency medical personnel in attendance, as determined by the Fire Chief, shall be provided at applicant's expense;



- Emergency Action Plan for an outdoor events must be submitted for Fire Department Review;
- Adequate Police Details shall be provided at applicant's expense, parking plan for the parade must be reviewed by NPD;
- Neighborhood / Public communication is required prior to the event to mitigate issues, minimize impacts, and ensure affected neighbors and businesses are aware of the permitted event.

Additional Conditions applied to Sconset Tailgate Picnic:

- The number of Event Staff & Volunteers needs to be increased to improve overall management of the event. Designated Staff should be available to the Town / Public Safety personal at all times during the event;
- Develop volunteer coordination plan – identify volunteers' roles and responsibilities to be performed during the event. Monitor the event volunteers to ensure that the necessary work is being completed;
- Be clear about the role of the Police Department and enhance communication throughout the event;
- A sufficient number of lavatories, including handicap-accessible lavatories, for persons reasonably expected to attend, as determined by the Health Inspector, shall be provided at applicant's expense;
- All debris and litter remaining from the proposed event shall be removed by the event organizers and the area left clean, waste management plan is required;
- In accordance with Section 97-1(A) of the Town bylaws, commercial sale of merchandise, food, drinks, and other items on Public streets and sidewalks is prohibited;
- Public Outreach informing that NO alcohol sponsorships and NO bars open to the public allowed to be set up by Sconset Picnic hosts.

Background/Discussion

N / A

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

N / A

Board/Commission Recommendation

N / A

Public Outreach

N / A

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

N / A

Attachments

MassDOT Event Notification Form including a copy of submitted MassDot Application and 2022 Daffodil Parade Route; NICC Letter addressed to SB requesting one-day waiver of Chapter 54 Section 1C; Street Blocking forms and Maps for Downtown and Sconset Street Closures; Daffodil 2022 Event Description



EVENT NOTIFICATION FORM

Date: 2/6/2022

Mary-Joe Perry, District Five Highway Director

MassDOT, Highway Division

1000 County Street, Taunton, MA 02780



Dear Sir:

Please be advised that the Grantee(s) of this Event Nantucket Island Chamber of Commerce has notified the Board of Selectmen/City Council, Local Police Department, Local Fire Department and if applicable the State Police of its intention to conduct **road work/parade/race/ride** or other events impacting State Highways on Route(s) Auto Route M in or through the City/Town(s) of Nantucket (Milestone Rd.) benefiting Nantucket Island Chamber of Commerce

The Grantee(s) of this Event understands that it must give the Police and Fire Departments at least 48 hours notice before the commencement of the proposed event.

The Grantee(s) must supply a Traffic Management Plan when the roadway is occupied and for all detours associated with said events to this Department and to all officials listed below. The Grantee(s) must notify the local and/or state police to set up a detour of this area with appropriate signs and barricades. The local Fire Department must be notified of the detour to ensure that measures will be taken to minimize disruption to the Fire Department's emergency service during the event. The Grantee(s) must also notify local media (newspapers, radio) of this proposed event.

The following signatures are required prior to the issuance of the Permit.

LOCAL POLICE DEPARTMENT

Signed: Angus L. Marlician

Title: Lieutenant

City/Town: Nantucket

FIRE DEPARTMENT

Signed: [Signature]

Title: Fire Chief

City/Town: Nantucket

BOARD OF SELECTMEN/CITY COUNCIL

Signed: _____

Title: _____

City/Town: _____

STATE POLICE DEPARTMENT

Signed: [Signature] #2704

Title: STATION COMMANDER

City/Town: SP NANTUCKET

HOME

HELP

LOG OUT

Permit Number
5-2022-0060

Applicant
Nantucket Island Chamber of Commerce

Location
NANTUCKET, Auto Route M, Milestone Road to Siasconset Road

Type
Event - Motor Vehicle Procession - Renewal

Start Date
2/07/2022

Status
Received



i
Application

✓
Manage

\$
Fees

📄
Docs

!
Notifications

💬
Discuss/Notes

🔍
Inspect

🔑
Work

i Permit Information

Work Description - Parade is Saturday, April 23 2022 from the Town of Nantucket to the town of Siasconset. Siasconset Road section closed from 8:30am to 4:30pm. The parade will be along Auto Route M. (Event Notification Form currently being signed by local officials).

Location

☒ Up to 3 Locations ☐ Range District Responsible:

Location 1	Location 2	Location 3
Location 1		
City/Town*:	NANTUCKET	
Route:	Auto Route M	
Street Name:	Milestone Road	
Address*:	Milestone Road to Siasconset F	
Closest Intersection / Town Beginning:		
Mile Marker:		
Latitude:		
Longitude:		

Permit Selection

Permit Category*:
Events

Please select a sub-category*:
Motor Vehicle Procession

Please select a final permit description*:

Permit Description: Parades, Road Races, Processions, Bike Events

Renewal -no significant change



Work Order/File #:



SAVE

Detailed Work/ Activity Description*:



Parade is Saturday, April 23 2022 from the Town of Nantucket to the town of Siasconset. Siasconset Road section closed from 8:30am to 4:30pm. The parade will be along Auto Route M. (Event Notification Form currently being signed by local officials).

Applicant Contact

Contact Name:

Bianca Brown

Contact Phone:

5082281700

Contact Email:

Bianca@NantucketChamber.org

Company:

Nantucket Island Chamber of Comr

Address:

Zero Main Street

2nd Floor

City:

Nantucket

State:

MA

Zip:

02554

Design Consultant / Agent: ☐

Contractor: ☐

2022 Daffodil Parade Route





Select Board
16 Broad Street
Nantucket, MA 02554

January 12, 2022

2022 Daffodil Tailgate Picnic

The Nantucket Island Chamber of Commerce is applying for a Public Assembly Permit and requests a one-day waiver of Chapter 54 Section 1C for our Annual Daffodil Tailgate Picnic, as we have done since 2010.

The Daffodil Tailgate Picnic is a free event that will take place on Saturday, April 23, 2022 from 12:30pm to 4:00pm in Siasconset, MA. We expect up to 1,000 people to be in attendance. To monitor the area we will have a minimum of two Chamber of Commerce staff and eight volunteer organizers that will be present from 12:00pm to 4:00pm. Along with eight to ten State and Local Police Officers to help monitor the area.

We know that a waiver has always been a part of the Public Assembly Permit, but we are still requesting to obtain permission from the Select Board to allow attendees to have an open container or be able to drink an alcoholic beverage on public land (closed off for this event from New Street to the Rotary in 'Sconset). While the Nantucket Island Chamber of Commerce maintains the position that it is generally illegal for alcohol to be consumed on a public roadway, we understand that alcohol is consumed during this particular festive Spring event, and it is our wish that attendees could partake in their celebrations without any worrisome ramifications. A suitable number of volunteers and Police Officers (State and Local) will be on duty in 'Sconset to monitor the crowd control. We fully intend to follow those same procedures this year.

Series of events as follows, the antique cars leave downtown Nantucket by following a Police motorcycle escort to the village of 'Sconset. Upon arriving in 'Sconset the cars are then instructed by Chamber staff to park on the right side of Milestone Road in the grass (vehicle's tailgates facing the road). Once the vehicles are parked, attendees set up their picnics to be judged in our Annual Tailgate Picnic Contest. This event runs until 3:00pm. However, the street remains closed until 4:00pm to give the participants ample time to clean-up and leave without being rushed by staff or volunteers.

Clean-up for this event will take place immediately following the event by the Chamber of Commerce staff and volunteers. We will continue our policy of giving out biodegradable trash bags, proved by ReMain, for people to separate their trash and recyclables.

Thank you,

Bianca M. Brown
Events Manager
bianca@nantucketchamber.org

*Town of Nantucket, MA
Monday, April 1, 2019*

Chapter 54. Alcoholic Beverages

Article I. Public Consumption

[Adopted 4-3-1979 ATM by Art. 80, approved 8-18-1979]

§ 54-1. Prohibited acts.

[Amended 11-13-1990 STM by Art. 35, approved 3-19-1991]

- A. No person shall possess an open container of or drink alcoholic beverages, as defined by MGL c. 138, § 1, in, on or upon any public way or any way to which the public has access, including any person or persons in a motor vehicle in, on or upon any public way or any way to which the public has access.
- B. No person shall possess an open container of or drink alcoholic beverages, as defined by MGL c. 138, § 1, in, on or upon any private land or place without the consent of the owner or person in control of such land.
- C. No person shall possess an open container of or drink any alcoholic beverages, as defined by MGL c. 138, § 1, in, on or upon any public land or place without the consent or approval of the department or commission having authority over such land or place, which consent may be granted upon a showing of adequate insurance by the sponsors.

§ 54-2. Arrest without warrant.

Any violator may be arrested by a police officer without a warrant.

§ 54-3. Seizure of beverages.

All alcoholic beverages being used in violation of this article may be seized and held until final adjudication in court.

§ 54-4. Violations and penalties.

A violation of this article shall be punishable by a fine not to exceed \$200.



Town of Nantucket
APPLICATION FOR BLOCKING OF STREET/SIDEWALK

SECTION 1: (To be completed by Applicant)Applicant's Name: Nantucket Island Chamber of Commerce Email: bianca@nantucketchamber.orgApplicant's Address: Zero Main St. 2nd Fl. Nantucket, MA 02554 Phone: 508.228.1700 x5Address of Blocking: Main St. (Bank of America to Intersection of Main St. and S. Water St.)
Federal St. (Intersection of India St. + Federal St. and Main St. and Federal St.)

☒ Street Blocking	☐ Total	OR	☒ Partial
☐ Sidewalk Blocking	☐ Total	OR	☐ Partial

Date(s) of Blocking: Saturday April 23, 2022 Time(s): 7:00 am - 1:00 pmPurpose of Blocking: Daffodil Festival Antique Car Parade☐ **Dumpster/container** (not permitted in the Old Historic District from June 1 to September 30)

Pursuant to Section 200.15.1, "No Person shall park, store or deposit upon any Public Way of the Town a dumpster (so-called) or any roll-on/roll-off container used for the collection of refuse, debris, or for any other purpose without a permit from the Town.

(Fee: \$25.00/day - fee must be paid when obtaining final approval from Town Administration)

In consideration of permission to use the public area described above, the Applicant named above agrees to save and hold the Town of Nantucket, its agents, servants and employees, harmless from any and all liabilities or costs arising out of the use of the described premises by the Applicant, the Applicant's employees, subcontractors and/or other persons.

This permission is limited to the portion of the premises and the activity herein described.

Applicant's Signature: Jim. Ben Date: January 21, 2022

SECTION 2: (To be completed by Town Departments only)Police Detail Required? ☐ Yes ☐ No Number of Officers Needed: _____Nantucket Police Department (508-228-1212) ☐ APPROVED ☐ DISAPPROVED

4 Fairgrounds Road

Signature: _____ Date: _____

Nantucket Fire Department (508-228-2323) ☐ APPROVED ☐ DISAPPROVED

4 Fairgrounds Road

Signature: _____ Date: _____

Department of Public Works (508-228-7244) ☐ APPROVED ☐ DISAPPROVED

188 Madaket Road

Signature: _____ Date: _____

NRTA (508-228-7025) ☐ APPROVED ☐ DISAPPROVED

20R South Water Street

Signature: _____ Date: _____

SECTION 3: (THIS PERMIT IS NOT VALID WITHOUT A SIGNATURE FROM TOWN ADMINISTRATION)

**Town Administration
16 Broad Street, Room 114**

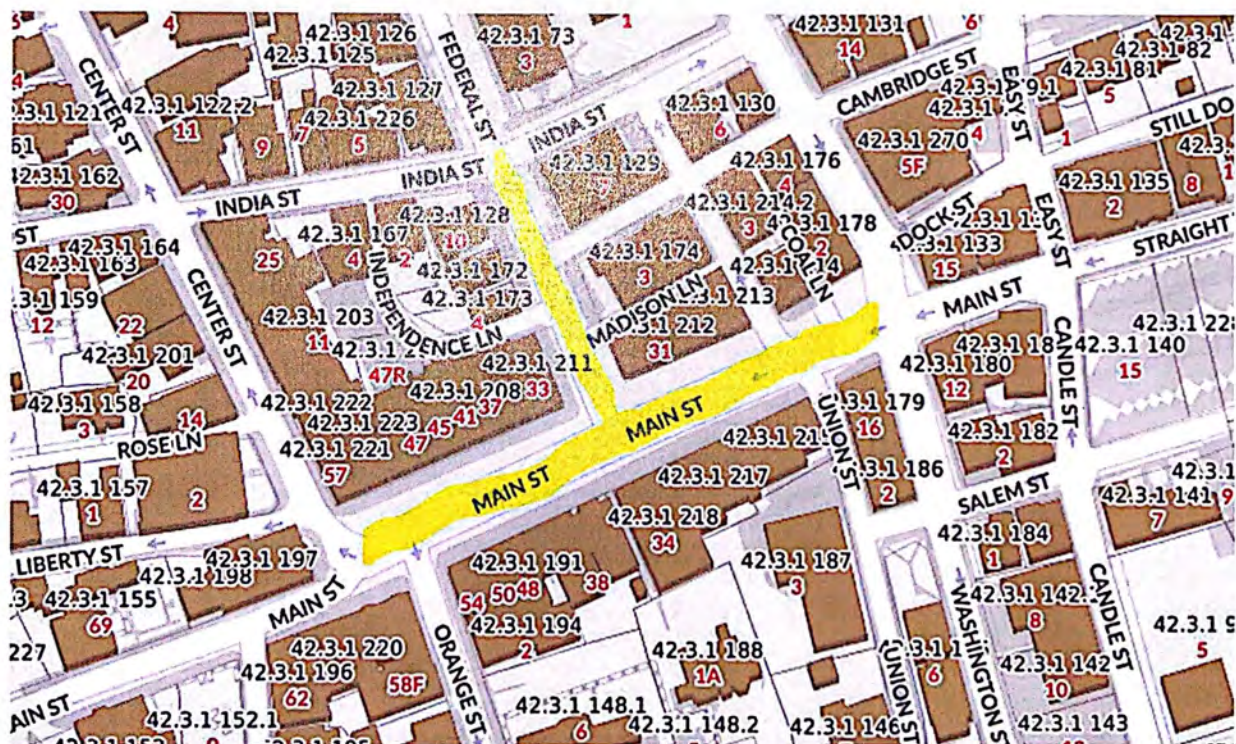
This application is hereby ☐ APPROVED ☐ DISAPPROVED

Signature: _____ Date: _____

Notes:

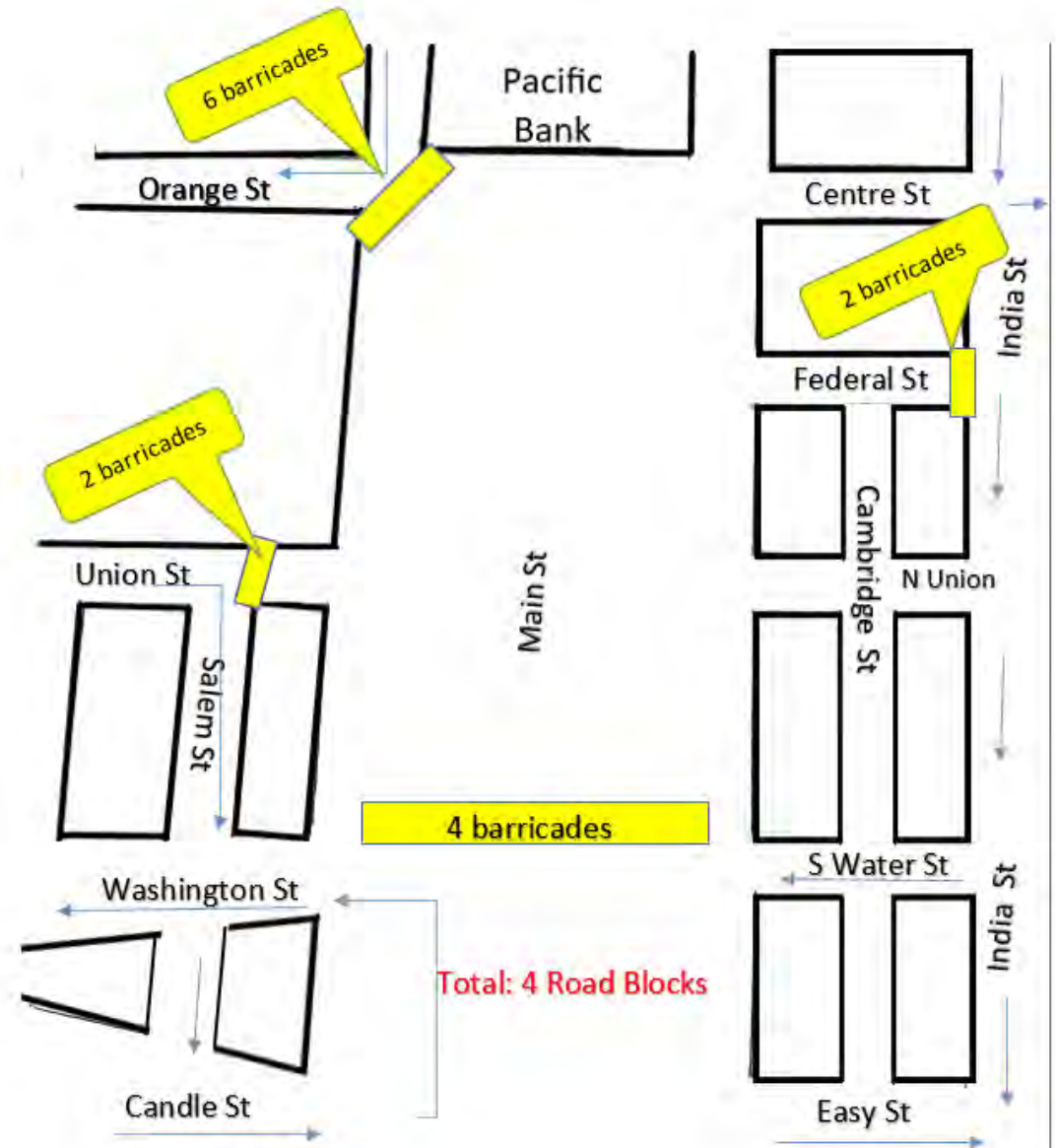
Main Street & Federal Street, Nantucket MA Map of Street Blocking
From Main St. and **S. Water** St. Intersection to Pacific National Bank
of America on Main Street

From The Main Street and Federal Street Intersection to India Street and
Federal Street Intersection



Event:

Timeline:



Notes:



Town of Nantucket
APPLICATION FOR BLOCKING OF STREET/SIDEWALK

SECTION 1: (To be completed by Applicant)Applicant's Name: Nantucket Island Chamber of Commerce Email: dianra@nantucketchamber.orgApplicant's Address: Zero Main St. 2nd Floor, Nantucket, MA 02554 Phone: 508.228.1700 ext. 5Address of Blocking: Main St. in Siasconset, from New Street to Rotary
(Including Bunker Hill to New St, Morey Ln to Lily St. and McKinley Ave. to Lily St.)☒ Street Blocking☒ Total

OR

☐ Partial☐ Sidewalk Blocking☐ Total

OR

☐ PartialDate(s) of Blocking: Saturday April 23, 2022 Time(s): 12:00pm - 4:00pmPurpose of Blocking: 2022 Daffodil Festival Tailgate Picnic☒ **Dumpster/container** (not permitted in the Old Historic District from June 1 to September 30)

Pursuant to Section 200.15.1, "No Person shall park, store or deposit upon any Public Way of the Town a dumpster (so-called) or any roll-on/roll-off container used for the collection of refuse, debris, or for any other purpose without a permit from the Town.

(Fee: \$25.00/day - fee must be paid when obtaining final approval from Town Administration)

In consideration of permission to use the public area described above, the Applicant named above agrees to save and hold the Town of Nantucket, its agents, servants and employees, harmless from any and all liabilities or costs arising out of the use of the described premises by the Applicant, the Applicant's employees, subcontractors and/or other persons.

This permission is limited to the portion of the premises and the activity herein described.

Applicant's Signature: [Signature] Date: January 12, 2022

SECTION 2: (To be completed by Town Departments only)Police Detail Required? ☐ Yes ☐ No Number of Officers Needed: _____Nantucket Police Department (508-228-1212) ☐ APPROVED ☐ DISAPPROVED

4 Fairgrounds Road

Signature: _____ Date: _____

Nantucket Fire Department (508-228-2323) ☐ APPROVED ☐ DISAPPROVED

4 Fairgrounds Road

Signature: _____ Date: _____

Department of Public Works (508-228-7244) ☐ APPROVED ☐ DISAPPROVED

188 Madaket Road

Signature: _____ Date: _____

CC: NPD, NFD, DPW, NRTA, SEWER, WWC, SCHOOL

Page 1 of 2

NRTA (508-228-7025)
20R South Water Street

☐ APPROVED ☐ DISAPPROVED

Signature: _____ Date: _____

SECTION 3: (THIS PERMIT IS NOT VALID WITHOUT A SIGNATURE FROM TOWN ADMINISTRATION)

Town Administration
16 Broad Street, Room 114

This application is hereby ☐ APPROVED ☐ DISAPPROVED

Signature: _____ Date: _____

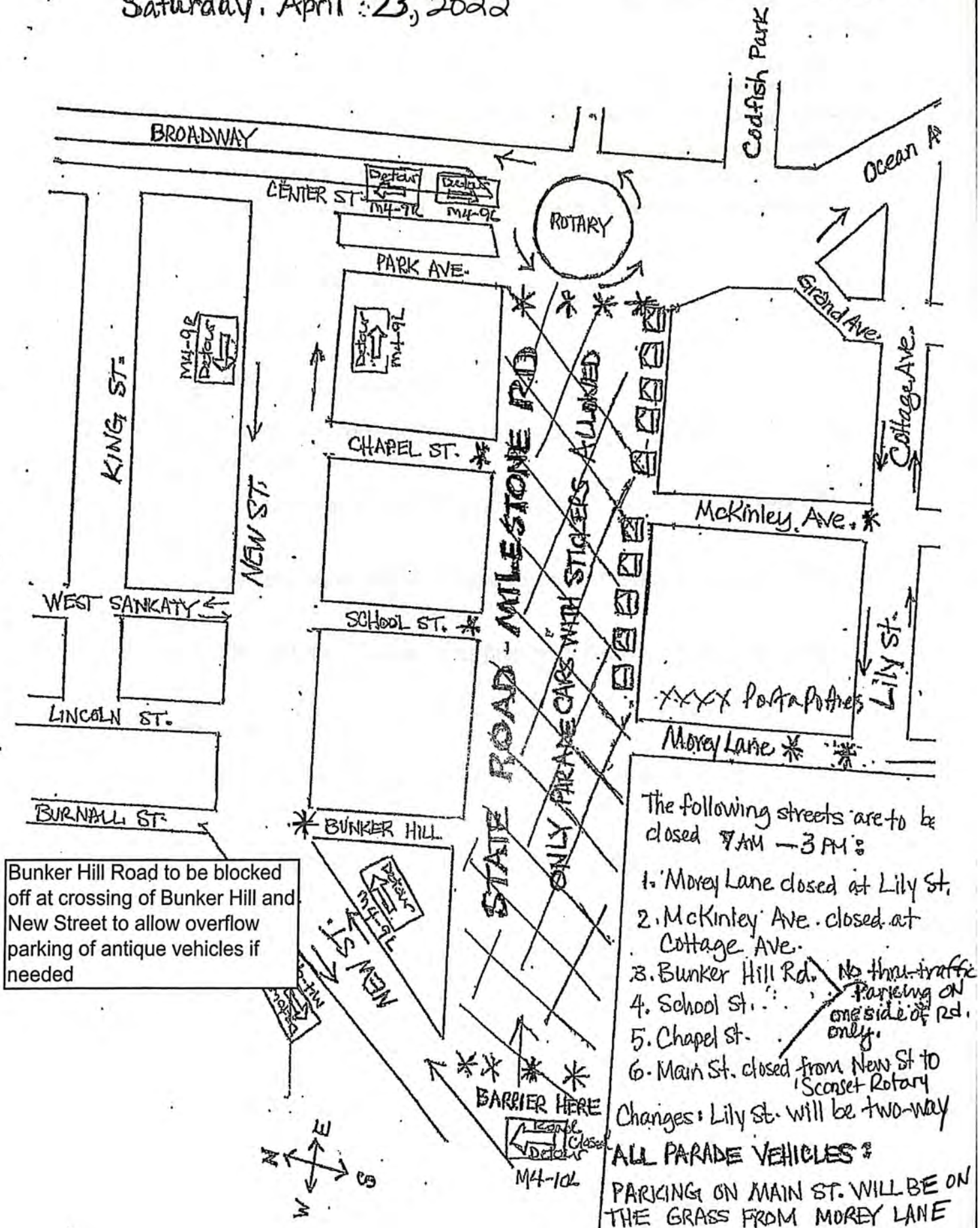
Notes:

Main Street, Siasconset MA Map of Street Blocking Request
From New Siasconset Street Intersection to Siasconset Rotary (Including Bunker Hill to New St., Morey Lane to Lily St., and Mckinley Ave, to Lily St.)



Annual Daffodil Car Parade and Tailgate Picnic Saturday, April :23, 2022

Sconset Map



46th Annual Daffodil Festival Event Description and Layout Draft

Annual Daffodil Festival celebrates the kickoff to spring on Nantucket! We celebrate community togetherness and keep old traditions alive. The events include out Antique Car Parade, Daffodil Hat Pageant, Daffodil Dog Parade with NiSHA, Children's Bike Parade with Barnaby's Toy Shack, and the famous 'Sconset Tailgate Picnic. Below is a rough layout of how each event will commence.

2022 Antique Car Parade

7:00 am Main Street closed for set up

8:15 am – 9:00 am Cars & Motorcycles gather in Stop & Shop/ NIR Lot Row 3 to line up for Main Street

9:15 am – 10:15 am Cars and Motorcycles shuffle onto Main Street and park in numerical order

10:30 am – 11:40 am Cars & Motorcycles judged and awarded Antique Car Parade ribbons

11:40 am – 12:00 pm Cars & Motorcycles prepare to head to Tailgate Picnic in 'Sconset

12:00 pm Parade to 'Sconset begins

12:30 pm – 1:30 pm Main Street cleaned and reopened to traffic

2022 Daffodil Tailgate Picnic in 'Sconset

7:00 am – 4:00 pm Main St. Siasconset Closed from New Street to 'Sconset Rotary

- Morey Lane Closed at Lily Street
- McKinley Ave closed at Cottage Ave.
- No thru traffic and parking on one side (Bunker Hill Rd., School St., Chapel St.

- Changes: Lily St. will be 2 way

8:00 am – 12: 00 pm Volunteers and staff arrive to set up and monitor parking

8:00 am – 12:00 pm Trash receptacles and Port-a-potties (amount determined by Health Department) set up

12:30 pm – 1:15 pm Cars & Motorcycles set up on Main Street from Morey Lane to 'Sconset Rotary, Bunker Hill Rd. (used for any overflow)

12:30 pm – 3:00 pm 'Sconset Tailgate Picnic begins

3:00 pm – 4:00 pm Picnic ends, Chamber staff and volunteers clean 'Sconset

2022 Children's Beach Festivities

8:00 am – 10:00 am Staff and volunteers set up event at Children's Beach

10:00 am – 1:30 pm Children's Beach activities begin

- Lizza of Nanpuppets performance
- Daffodil Hat Parade
- Daffodil Dog Parade
- Daffodil Children's Parade
- Visit with Barnaby Bear/ Giveaways
- Other Activities TBA

1:30 pm – 2:30 pm Event ends, Chamber staff and volunteers clean Children's Beach



Agenda Item Summary

Agenda Item #	X. 2. a, b & c
Date	02/23/2022

Staff

Marina Dzvonić, Events Coordinator

Amy Baxter, Licensing Administrator

Subject

Review of Film Permit Application for filming "Lost Nation" movie scheduled to take place on Nantucket from March 14 to April 8, 2022.

Kingdom County Production and Semester Cinema request the following consideration from the Select Board:

- Review and approval of Filming on Town property, streets and sidewalks on multiple days between March 14 and April 8, 2022.
- Noise Bylaw Waivers.
- Limited Blocking of Downtown Streets and sidewalks including requests for parking privileges in legal parking spots.
- Film Permit Approval.

Executive Summary

Semester Cinema is a fully accredited semester off-campus studies program affiliated with Northern Vermont University. Running every two years, Semester Cinema brings 40 students, from colleges all over the country, together with 28 professional filmmaker mentors to make an ambitious feature film for national release. Students earn both academic and film industry credit. Semester Cinema was founded in 2006 at Marlboro College, by veteran Vermont-based filmmaker, Jay Craven, who also directs the long-running Nantucket Young Playwrights program for Nantucket High School students, co-sponsored by the Nantucket Atheneum, Nantucket Book Club and White Heron Theatre. Craven has led the production of three previous, successful films on Nantucket since 2014. This year's production, *Lost Nation*, will unfold as an historical epic set in New England during the Revolutionary War. It will follow enigmatic, larger-than-life land speculator and Revolutionary War hero, Ethan Allen, and our nation's first-known African American poet, Lucy Terry Prince. Their fraught, parallel journeys lead each of these characters toward distinct and fiercely pursued goals of achieving uniquely American dreams of land and liberty.

Staff Recommendation

Staff recommends Kingdom Country Productions receives approval to film on Nantucket from March 14th through April 8th, 2022 with the following stipulations:

- All the outlined below terms and conditions of the film permit must be distributed to all cast and crew working on location on public property. Permittee, including cast and crew, must comply with all conditions and terms of the Film Permit, and all laws, including police, fire, safety and sanitary laws, bylaws and regulations of the Town of Nantucket, federal, state law or regulation relating to the



Applicant's permitted activity. Violations may result in suspension or revocation of a Film Permit or denial of a Film Permit application.

A. NOTIFICATION

1. **Community Notification:** Affected residents and businesses as determined by the Select Board and/or Town Staff must be notified in advance of filming at least 48 hours before the earliest date and time on the Film permit. A copy of all notification letters to residents and businesses must be submitted to Licensing & Permitting Office for reference. Notification letters must include the following:

- The name and contact information of Permittee (including the name & phone number of the production company and the name and cell number of the location manager, production manager, or other crew member with authority to resolve community inquiries); and
- The date, start and end times of filming activity (including prep and wrap), location of the filming, any planned interference with pedestrian or vehicular traffic, or any activities as the use of explosions, noise from prop firearms, after hour filming, and obstruction of public access.

2. **No Parking Signs:** If the Film Permit authorizes "no parking" on the street, Permittee must post "No Parking" signs, using the Film template, at least 48 hours before the date and time on the Film Permit. Permittee must remove all signs upon completion of the Film Permit.

B. PARKING, VEHICLES, TRAFFIC:

1. Requests for parking privileges in legal parking spots must be reviewed and approved by NPD and Town Administration office. The Film permit does not provide permission for parking of vehicles in prohibited areas or in contravention of any regulation of MGLs or Nantucket's Bylaws unless specifically approved. If filming activities assert exclusive use of Town Property such as one or more lanes of a street, walkway, or sidewalk, permit for blocking of street/ sidewalk must be obtained.

2. Permittee should ensure that locations and production crews are sensitive to neighborhood needs for parking and minimize the use of on-street parking to the extent possible. Permittee must not impede access (including deliveries and short-term parking) to businesses and residential buildings while holding parking.

3. Cast and crew must not park personal vehicles within the permitted footprint.

4. **Police Details** may be required for the purpose of traffic control or public safety. The film company is responsible for retaining the officers and for payment of all associated costs. If towing of vehicles is required, the process should be coordinated with Police Detail assigned to the filming location. The film company is responsible for payment of all costs associated with the towing of vehicles.

C. SAFETY

1. **Vehicular Traffic:** Permittee may not intermittently hold or redirect vehicular traffic unless it is authorized by the Film Permit and administrated by Police Details. Emergency Vehicle Access to be maintained at all times.

2. **Pedestrians:** Permittee must ensure safe pedestrian passage through and around the location at all times. When cameras are not rolling, Permittee must allow pedestrians to walk along any town sidewalk or pedestrian path and must not prevent access to any building. Permittee must not allow crew members to congregate in pedestrian passageways.



3. **Private Property:** Permittee must not (a) block access to residences or businesses, (b) trespass onto private property, and (c) impede deliveries.

4. **For filming on private properties:** The production company should obtain written permission from the property owners (location agreements) and copy the same permission to the Licensing and Permitting Office

5. **Generators** must be inspected by Fire Department and must be placed so that noise emissions and exhaust fumes do not disturb or cause a nuisance to residents and visitors. Depending on the type of generator, a fuel storage/mobile fueling permit might be required (TBD by NFD).

6. An open flame permit for the use of any candles/lanterns/torches is required by NFD. The permit application should detail how and where the open flames will be used, as well as the location of fire extinguishers on site.

D. COMMUNITY RELATIONS

1. **Disruption to Residents / Occupants / Businesses:** It's the production company's responsibility to ensure that there is a minimum of disruption to residents, occupants, businesses, and Town Employees where filming occurs. This includes ensuring residents, owners and customers' access to their respective premises and ensuring pedestrian and vehicular access to adjoining properties.

2. **Neighborhoods:** Permittee should familiarize itself with the neighborhood where it is filming/photographing and be considerate of schools, senior centers, hospitals, churches, and other sensitive facilities.

3. **Permit Viewing:** Permittee must allow the public to view the Film Permit upon request at the location.

4. **Food Services:** Permittee must have no sit-down, catered meals on public streets or sidewalks. Catered meals must be served and consumed at interior locations. Food service must be provided by licensed food service provider.

5. **Noise:** Night shooting between the hours 10:00pm and 7:00am is restricted without the prior approval from the Select Board. If the affected residents / occupants / businesses have been advised in advance of the nature of the noise and do not object, the likelihood of complaint will be reduced.

6. **Lighting** for filming should be oriented away from neighboring residences unless residents have been contacted and do not express any objection and should not interfere with the safe movement of traffic.

7. **Street Signs:** No street signs, lights, or any other permanent street structure may be removed or altered without the prior approval of the town departments charged with maintaining such structures and must be requested with the appropriate permissions on the Film Permit.

8. **Clean Up:** Permittee must clean up promptly after the production activity and make a clean sweep of the location to ensure that nothing is left behind, including equipment, notification letters, and No Parking signs that Permittee posted. Permit from the Town is required for placement of dumpsters or any roll-on/roll-off containers on Public Ways. Dumpsters / Containers are not permitted in the Old Historic District from June 1 to September 30.

9. **Filming Revisions to Original permit:** Licensing and Permitting Office must be notified of any changes or modifications to the original film permit at least 48 hours in advance to the shoot date. Depending on the scope of the changes, there may be an additional fee.



Background/Discussion

N / A

Impact: Environmental ☐ Fiscal ☐ Community ☒ Other ☐

N / A

Board/Commission Recommendation

N / A

Public Outreach

N / A

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

N / A

Attachments

KCP Film Permit Application with Production Schedule; Noise Waiver Requests; Request for limited blocking of streets/ sidewalks and parking requests; Specific Information for each location; Town of Nantucket Film Policy



LOST NATION – FILM PERMIT REQUEST

NOISE ORDINANCE WAIVER REQUESTS:

Date	Location	Time
3/24/2022	Exterior 9 India St	4pm - 11pm
Night of 3/25/2022 into 3/26/2022	Oldest House 16 Sunset Hill Nantucket, MA 02554 EXTERIOR	4pm - 12am
Night of 3/25/2022 into 3/26/2022	7 Gull Island Ln Nantucket, MA 02554 EXTERIOR	12am - 4am

- 1. Exterior 9 India St: DESCRIBE ACTIVITY YOU WILL BE FILMING / TAPING AT THE LOCATION:** Characters gather outside a door.
TOTAL NUMBER OF PEOPLE (CAST & CREW) ON LOCATION: Approx. 40 people
- 2. Exterior Oldest House at 16 Sunset Hill Lane: DESCRIBE ACTIVITY YOU WILL BE FILMING / TAPING AT THE LOCATION:** Character tied to a chair while other characters throw vegetables at them (supervised by a stunt coordinator). Crowd gathers. **TOTAL NUMBER OF PEOPLE (CAST & CREW) ON LOCATION:** 60-85 people.
SPECIAL EFFECTS: Exterior on 3/25/22: 3-4 handled lit torches that would not be closer than 30 feet from the building (**Fire Department to review**), prop gun (does not fire), other prop weapons on site supervised by a professional armorer.
Potential fog machine (weather dependent)
- 3. Exterior 7 Gull Island Ln: DESCRIBE ACTIVITY YOU WILL BE FILMING / TAPING AT THE LOCATION:** One character “arrests” another character.
TOTAL NUMBER OF PEOPLE (CAST & CREW) ON LOCATION: Approx. 60 people
SPECIAL EFFECTS: Prop gun on site (no discharge). Potential fog machine (weather dependent)



Town of Nantucket
APPLICATION FOR BLOCKING OF STREET/SIDEWALK

SECTION 1: (To be completed by Applicant)

Applicant's Name: Elena Gaby Email: elenasgaby@gmail.com

Applicant's Address: Address of production company: Phone: 914-433-1073
949 Somers Rd. Barnet, VT

Address of Blocking: Please see attached chart

☒ Street Blocking	☒ Total	OR	☒ Partial
☒ Sidewalk Blocking	☒ Total	OR	☒ Partial

*Please see attached chart

Date(s) of Blocking: 3/13/22 - 4/8/22 Time(s): Please see attached chart

Purpose of Blocking: Please see attached chart

☐ **Dumpster/container** (not permitted in the Old Historic District from June 1 to September 30)

Pursuant to Section 200.15.1, "No Person shall park, store or deposit upon any Public Way of the Town a dumpster (so-called) or any roll-on/roll-off container used for the collection of refuse, debris, or for any other purpose without a permit from the Town.

(Fee: \$25.00/day - fee must be paid when obtaining final approval from Town Administration)

In consideration of permission to use the public area described above, the Applicant named above agrees to save and hold the Town of Nantucket, its agents, servants and employees, harmless from any and all liabilities or costs arising out of the use of the described premises by the Applicant, the Applicant's employees, subcontractors and/or other persons.

This permission is limited to the portion of the premises and the activity herein described.

Applicant's Signature: _____ Date: _____

SECTION 2: (To be completed by Town Departments only)

Police Detail Required? ☐ Yes ☐ No Number of Officers Needed:
Nantucket Police Department (508-228-1212) ☐ APPROVED ☐ DISAPPROVED

4 Fairgrounds Road

Signature: _____ Date: _____

Nantucket Fire Department (508-228-2323)

☐ APPROVED

☐ DISAPPROVED

4 Fairgrounds Road

Signature: _____ Date: _____

Department of Public Works (508-228-7244)

☐ APPROVED

☐ DISAPPROVED

188 Madaket Road

Signature: _____ Date: _____

NRTA (508-228-7025)

☐ APPROVED

☐ DISAPPROVED

20R South Water Street

Signature: _____ Date: _____

**SECTION 3: (THIS PERMIT IS NOT VALID WITHOUT A SIGNATURE FROM TOWN
ADMINISTRATION)**

Town Administration

16 Broad Street, Room 114

This application is hereby

☐ APPROVED

☐ DISAPPROVED

Signature: _____ Date: _____

Notes:

LOST NATION - STREET / SIDEWALK AND PARKING REQUESTS

DATE(S)	TIME	REQUEST (PURPOSE OF BLOCKING)
3/14/22, 3/15/22, 3/16/22, 3/17/22, 3/22/22, 3/29/22, 4/4/22	7 am - 7 pm	A generator and one sprinter van will be parked at 21 Washington St and the remaining vans will be parked in the adjacent parking triangle between Washington St. and Candle St. If house moving is planned, we can work with that and temporarily move the generator and sprinter van in front of 21 Washington St.
3/18/22, 3/21/22	Evening before 10pm: 3/18/22 Morning after 7am: 3/21/22	A generator and one sprinter van will be parked in front of 7 Fair St. and one sprinter van will be parked in front of 9 Fair St. There will be possible temporary sidewalk obstruction in front of 7 Fair St. for load in / load out.
3/26/22	12 am - 4 am	If we need to clear sprinter vans out of our shot on location (7 Gull Island Ln), we will need 65 & 67 ½ Centre St. to relocate them.
3/30/22, 3/31/22	7 am - 7 pm	We will be parking a generator and sprinter vans on 93, 97, 100 & 102 Main St.
4/5/22	7 am - 7 pm	We will be parking a generator and sprinter vans on 1 - 3 India St., in front of location. An additional sprinter van will be parked around the corner on Federal St. if needed.
3/24/22	Morning after 7 am	We will be parking sprinter vans by 53 - 57 Main St. We will be blocking the sidewalk within the alley (~34 Main St.) as we are rolling, but allow people to pass through at the end of the take. Note that vans will already be parked at 53 - 57 Main St. for our scene outside the Pacific National Bank. This location will be a small splinter unit with very little equipment, negating the necessity to move the vans from their parking spots.
3/24/22	Morning after 7 am	We will be parking a generator and sprinter vans on 53 - 57 Main St. by location. A horse drawn carriage will partially block Main St. across from Fair St. We will hold and release (or redirect) pedestrian traffic in brief intervals during takes. We would need to make sure no cars park on Main St. in front of 65 or 69 Main St. at this time, and will need to redirect or hold traffic briefly during takes. Minimal crew will be blocking the sidewalk/street,

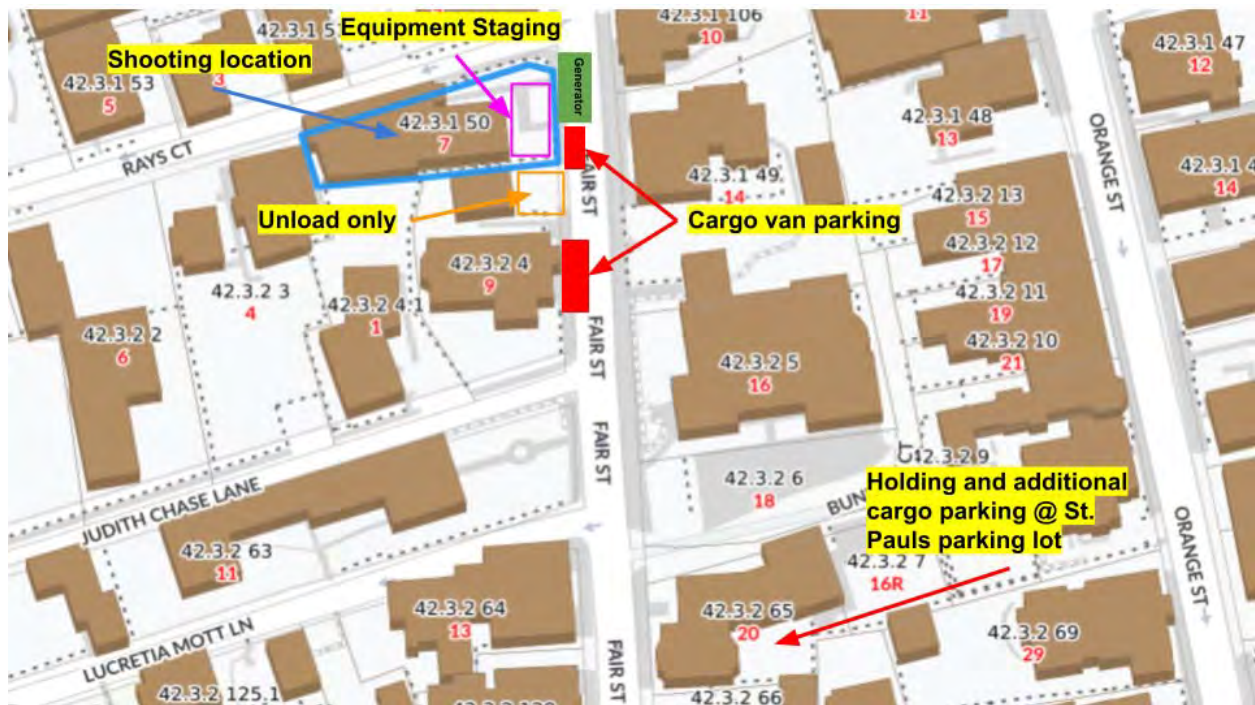
		any who are not needed will be staged in the small park across the street.
3/24/22	4 pm - 11 pm	We will be parking a generator outside 29 Centre St. Sprinter vans will be parked between 5 and 21 Centre St. We will need to block or redirect direct traffic during takes, as well as clear the street of any vehicles parked. Business vehicles exiting from Independence Ln. may do so in between takes.
3/18/22	Morning after 7 am	We will be parking two sprinter vans and a generator at 29 York St.
4/7/22	Morning after 7am	This is a small splinter unit with one van parked in front of 27 Broad St.

India St
between
Centre and
Federal St

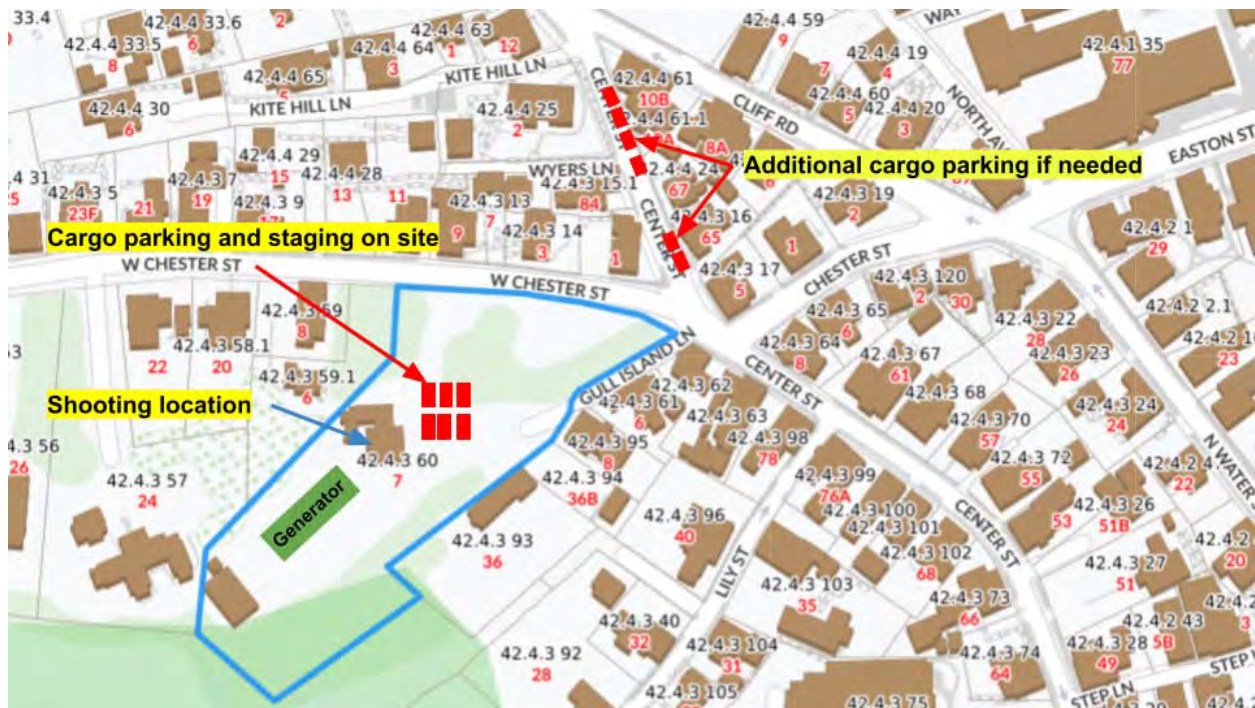
3/14/22, 3/15/22, 3/16/22, 3/17/22, 3/22/22, 3/29/22, 4/4/22: LOCATION 1



3/18/22, 3/21/22: **LOCATION 2**



3/26/22: **LOCATION 4**



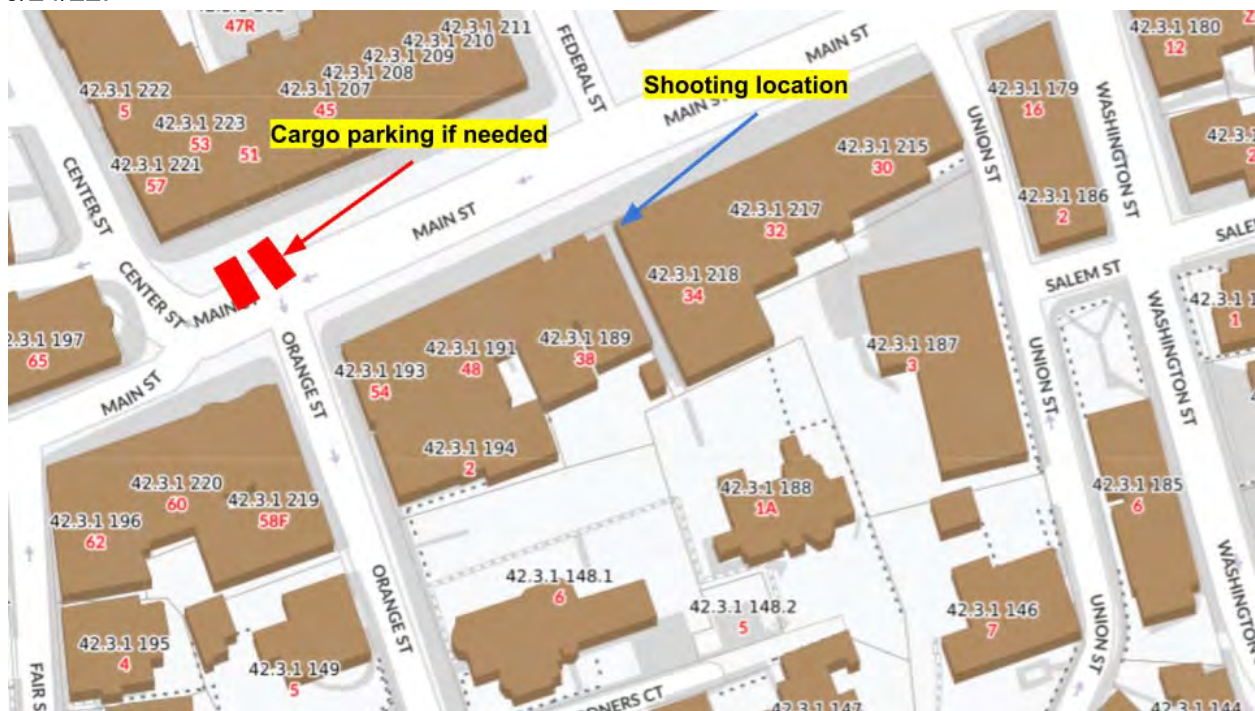
3/30/22, 3/31/22: LOCATION 5



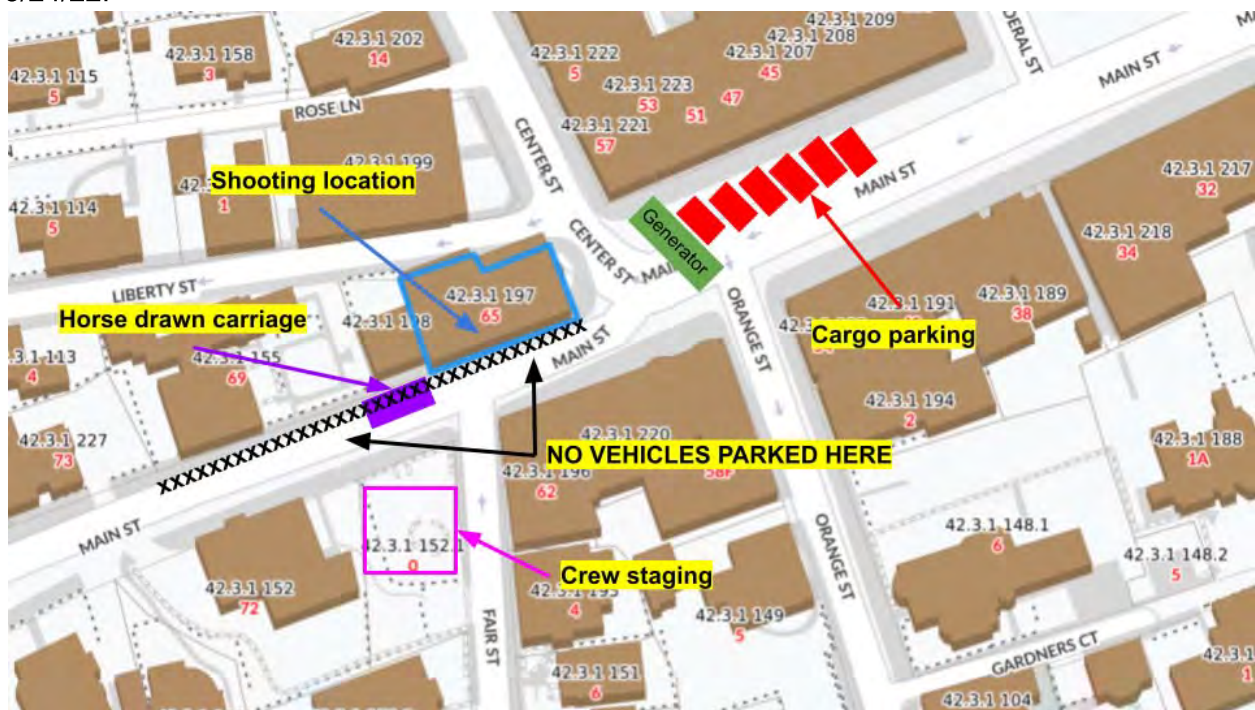
4/5/22: LOCATION 6



3/24/22: LOCATION 7 (SAME DAY AS LOCATION 8)



3/24/22: LOCATION 8



4/7/22: LOCATION 14



NANTUCKET FILMING POLICY AND GUIDELINES

APPLICANT INFORMATION - REQUIRED

First Name of Primary Contact*

Elena

Last Name of Primary Contact*

Gaby

Phone Number

914-433-1073

Primary Email Address*

elenasgaby@gmail.com

Cell Phone

914-433-1073

Designated representative on site:*

Elena Gaby - same information as above

Production Company*

Kingdom County Productions & it's subcompany Lost Nation Film L3C

Billing/Mailing Address of Production Company

949 Somers Rd

Town/City

Barnet

State

VT

Zip

05821

Country

USA

Host Type

Non-Profit (Off-Island org.)

Please Attach 501(c)(3) Documentation

Non-profit organizations are required to show proof of non-profit status

PROJECT OVERVIEW

Filming Type

Large >10 Production

Project Name

Lost Nation by Semester Cinema

Brief Nature of Project

Semester Cinema is a fully accredited semester off-campus studies program affiliated with Northern Vermont University. Running every two years, Semester Cinema brings 40 students, from colleges all over the country, together with 28 professional filmmaker mentors to make an ambitious feature film for national release. Students earn both academic and film industry credit.

Semester Cinema was founded in 2006 at Marlboro College, by veteran Vermont-based filmmaker, Jay Craven, who also directs the long-running Nantucket Young Playwrights program for Nantucket High School students, co-sponsored by the Nantucket Atheneum, Nantucket Book Club and White Heron Theatre.

Craven has led the production of 3 previous, successful films on Nantucket since 2014. Partner and supporting organizations on-island include ReMain Nantucket, White Heron Theatre, Nantucket Historical Association, Nantucket Yacht Club, St Paul's Episcopal Church, Bar Yoshi and NCTV.

This year's production, *Lost Nation*, will unfold as an historical epic set in New England during the Revolutionary War. It will follow enigmatic, larger-than-life land speculator and Revolutionary War hero, Ethan Allen, and our nation's first-known African American poet, Lucy Terry Prince. Their fraught, parallel journeys lead each of these characters toward distinct and fiercely pursued goals of achieving uniquely American dreams of land & liberty.

Requested Location(s) of Film

Towns of Nantucket & Sconset, MA

Start Date & Time
March 14, 2022 at 7am

End Date & Time
April 8, 2022 at 8pm

Multiple Date Filming: Please list all dates for requested filming
20 days, Mondays - Fridays, March 14 - April 8.

NOISE ORDINANCE WAIVER REQUESTS:

Date	Location	Time
3/24/2022	Exterior 9 India St	4pm - 11pm
Night of 3/25/2022 into 3/26/2022	Oldest House 16 Sunset Hill Nantucket, MA 02554 EXTERIOR	4pm - 12am
Night of 3/25/2022 into 3/26/2022	7 Gull Island Ln Nantucket, MA 02554 EXTERIOR	12am - 4am

Production Schedule - REQUIRED: Please attach a complete production schedule, including dates, hours, location, and crew size.

REQUESTS TO FILM ON TOWN-OWNED PROPERTY INCLUDING SIDEWALKS

Download and fill out one [SPECIFIC INFORMATION SECTION form for EACH location](#) requested. For each location, please provide easily readable map(s) to expedite the approval process. An aerial map (i.e. a screen shot from [this map](#)) is preferred. Please circle and mark the whole area of intended filming (indicate shooting location, crew & equipment holding, parking requests, generator location, etc.) . The map acts as a visual to support all of the described activity on your Specific Information sheet.

Will Event Require Any Road Or Sidewalk To Be Blocked Or Closed?

Street
Sidewalk

Full Blocking
Partial Blocking

If any public streets / sidewalks or roads are to be partially or totally blocked, the applicant must submit a [Street Blocking Permit Application](#) as a part of the permitting process. This form must list all locations to be blocked. The Police Department may require an onsite Officer Detail during filming / video / photo projects for reasons of public safety. The film production company will be responsible for all public relations with private citizens, businesses, and residents who may be affected by parking of vehicles and street closures. The film production company must notify in writing those individuals who may be affected by filming activities.

Important Notice - Filming on Milestone Road

Any film projects involving Milestone Road (the State Highway) will require approval of Massachusetts Department of Transportation as this road falls under their jurisdiction.

Important Notice - Filming in Downtown or Historic 'Sconset Districts

Commercial filming or photography in the Downtown and 'Sconset Historic Districts is strictly regulated with minimal productions allowed from Memorial Day to Labor Day. If interested in filming during this time period contact Marina Dzvonik at mdzvonik@police.nantucket-ma.gov

EQUIPMENT & CREW

Film Equipment*

- **Professional Arriflex Camera Package, Portable Sound Recording, Lighting Equipment, Tripods, Stands, 1 medium Generator, 1-2 smaller generators if needed**
- **1 medium generator: Honda EU6500is Generator**
<https://www.handheldfilms.com/items/honda-eu6500is-generator>
- **1-2 additional smaller generators on occasion: Honda EU2000 Suitcase Generator**
<https://www.handheldfilms.com/items/honda-eu2000-suitcase-generator/>

Number of Crew & Talent*

40-85 per day (depending on what is appropriate for the location)

Number of Vehicles*

11 (Note - not all vehicles will be present each day)

Type of Vehicles and parking requirements:

6 x Sprinter Vans (22ft L x 7ft W x 10 ft H)



4 x Passenger Vans (22ft10in x 6ft6in) *SHUTTLE ONLY, WILL NOT BE PARKED ON SITE*



1 X Horse Drawn Carriage (on rare occasions)

Basecamp Location

White Heron Theatre 5 N Water St, Nantucket 02554

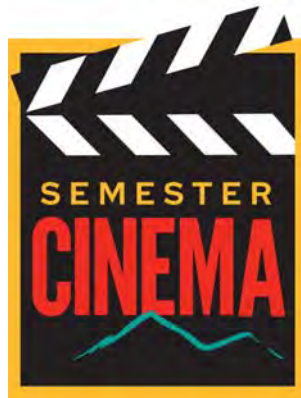
Special effects / Props / Stunts

Descriptions of action stunts involving pyrotechnics, loud or continuous noise, large groups of people, high intensity lighting or extensive on-site equipment must be included on the application so that potential impact on the neighborhoods can be adequately assessed.

See individual location descriptions.

Filming on a Beach?

Yes on one occasion



949 Somers Rd, Barnet VT 05068
LOST NATION

Produced by Semester Cinema at Northern Vermont University

Directed by Jay Craven

Produced by Jay Craven, and Elena Greenlee

Production Contact: Jb Bruno (952) 334-9857

Application for filming in the Town of Nantucket

Days of Production March 14-April 8, 2022

of Crew

40-85 (Number varies depending on location)

of Cast

1-52 total (Number varies per day)

of Vehicles

(Note - not all vehicles will be present each day)

6 x Sprinter Vans (22ft L x 7ft W x 10 ft H)

4 x Passenger Vans (22ft10in x 6ft6in) *SHUTTLE ONLY, WILL NOT BE PARKED ON SITE*

1 X Horse Drawn Carriage (on rare occasions)

Production Office

5 N Water St, Nantucket 02554

Sheet #: 114 1 2/8 pgs	Scenes: INT 120 Day	PRINCE HOME Built Set - ACK	Pastor Knight visits Lucy and Abijah and offers	Est. Time
			1, 3, 4, 5, 8	
Sheet #: 48 1 5/8 pgs	Scenes: INT 50 Evenir	PRINCE HOME Built Set - ACK	Squando tells Lucy about Webber's kidnapping	Est. Time
			1, 4, 11	
Sheet #: 34 3/8 pgs	Scenes: INT 35 Night	PRINCE HOME Built Set - ACK	Lucy gives Cilla and Festus her bible	Est. Time
			1, 4, 6	
End of Shooting Day 1 -- Monday, March 14, 2022 -- 3 2/8 Pages -- Time Estimate: 0:00				
Sheet #: 146 2 3/8 pgs	Scenes: INT 60 Evenir	PRINCE HOME Built Set - ACK	Abijah makes dinner Cesar and Lucy come	Est. Time
			1, 3, 5	
Sheet #: 109 4/8 pgs	Scenes: INT 113 Night	PRINCE HOME Built Set - ACK	Cesar tends to cuts on Abijah's face, Lucy talks	Est. Time
			1, 3, 4, 5, 8	
Sheet #: 141 1 pgs	Scenes: INT 148 Night	PRINCE HOME Built Set - ACK	The Prince family sits together by the fire,	Est. Time
			1, 3, 4, 5, 6	
End of Shooting Day 2 -- Tuesday, March 15, 2022 -- 3 7/8 Pages -- Time Estimate: 0:00				
Sheet #: 200 6/8 pgs	Scenes: INT 61A Night	PRINCE HOME Built Set - ACK	Cesar and Festus play chess Drucilla brings	Est. Time
			1, 4, 5, 6, 39	
Sheet #: 164 3/8 pgs	Scenes: INT 68 Night	PRINCE HOME Built Set - ACK	Lucy gets her pistol from Cesar who's playing	Est. Time
			1, 5, 6	
Sheet #: 65 6/8 pgs	Scenes: INT 72 Night	PRINCE HOME Built Set - ACK	Abijah listens to Festus play music, Lucy	Est. Time
			1, 3	
Sheet #: 202 3/8 pgs	Scenes: INT 74A1 Night	PRINCE HOME - LUCY AND ABIJAH'S BED Built Set -- ACK	Abijah hears Noyes outside.	Est. Time
Sheet #: 192 2/8 pgs	Scenes: INT 74C Night	PRINCE HOME Built Set - ACK	Abijah comes down, Lucy, takes Festus	Est. Time
			1, 3, 5, 6	
Sheet #: 70 1/8 pgs	Scenes: INT 76 Night	PRINCE HOME Built Set - ACK	Noyes and his gang enter the Prince home and	Est. Time
			7	
Sheet #: 73 3/8 pgs	Scenes: INT 78 Night	PRINCE HOME Built Set - ACK	Noyes' gang pulls up floorboards in the Prince	Est. Time
			1, 6, 7, 10	
End of Shooting Day 3 -- Wednesday, March 16, 2022 -- 3 Pages -- Time Estimate: 0:00				
Sheet #: 63 4 2/8 pgs	Scenes: INT 57 Day	GUILFORD GENERAL STORE Built Set - ACK	Ira and Sam Knight tell Squando about	Est. Time
			1, 4, 6, 8, 11, 12	
Sheet #: 22 1 pgs	Scenes: INT 23 Day	GUILFORD GENERAL STORE Built Set - ACK	Abijah and Drucilla open an account with Amos	Est. Time
			3, 4, 5, 11	
Sheet #: 24 1 2/8 pgs	Scenes: INT 25 Day	GUILFORD GENERAL STORE Built Set - ACK	Abijah and Webber speak privately about	Est. Time
			3, 4, 5, 11	
End of Shooting Day 4 -- Thursday, March 17, 2022 -- 6 4/8 Pages -- Time Estimate: 0:00				
Sheet #: 27 5/8 pgs	Scenes: INT 28 Day	GUILFORD CONGREGATIONALIST CHURCH Afro Amer. Meeting House -- ACK	Lucy, Festus and Drucilla go to church meet	Est. Time
			1, 4, 8, 9, 18, 19	
Sheet #: 153 5/8 pgs	Scenes: INT 30 Day	GUILFORD CONGREGATIONALIST CHURCH Afro Amer. Meeting House -- ACK	Lucy, Festus and Drucilla go to church meet	Est. Time
			1, 4, 8, 9, 18, 19	

LUNCH & COMPANY MOVE TO QUAKER MH

Sheet #: 92 1 pgs	Scenes: INT 99 Night	GUILFORD TOWN HALL Quaker Meeting House -- ACK	Lucy and Drucilla listen to Guilford Yankees 1, 3, 4, 8, 11, 20, 32	Est. Time
Sheet #: 94 3/8 pgs	Scenes: INT 101 Night	GUILFORD TOWN HALL Quaker Meeting House -- ACK	Guildford Yankees hear the Yorker mob arrive 1, 3, 4, 8, 11, 20	Est. Time
Sheet #: 96 3/8 pgs	Scenes: INT 103 Night	GUILFORD TOWN HALL Quaker Meeting House -- ACK	Lucy and Bijah have a moment together. 1, 3	Est. Time

End of Shooting Day 5 -- Friday, March 18, 2022 -- 3 Pages -- Time Estimate: 0:00

Sheet #: 142 3/8 pgs	Scenes: INT 138 Day	GUILFORD TOWN HALL Quaker Meeting House -- ACK	Sam Knight annouces verdict to the Guilford 1, 3, 4, 7, 8, 10, 11, 19, 20	Est. Time
Sheet #: 132 7/8 pgs	Scenes: INT 140 Day	GUILFORD TOWN HALL Quaker Meeting House -- ACK	Knight continues announcing the verdict of the 1, 3, 4, 7, 8, 10, 11, 19, 20, 26	Est. Time
Sheet #: 76 3 pgs	Scenes: INT 83 Day	GUILFORD TOWN HALL (COURT) Quaker Meeting House -- ACK	Abijah takes Noyes to court 1, 3, 4, 6, 7, 8, 11, 43, 62	Est. Time
Sheet #: 135 6/8 pgs	Scenes: INT 142 Day	GUILFORD TOWN HALL (COURT) Quaker Meeting House -- ACK	A judge charges Noyes' thugs for burning the 3, 4, 5, 6, 7, 8, 9, 43	Est. Time

End of Shooting Day 6 -- Monday, March 21, 2022 -- 5 Pages -- Time Estimate: 0:00

Sheet #: 157 1/8 pgs	Scenes: INT 61 Night	PRINCE HOME - LUCY AND ABIJAH'S BED Built Set - ACK	Lucy hears noise outside 1	Est. Time
Sheet #: 201 1 pgs	Scenes: INT 61B Night	PRINCE HOME - LUCY AND ABIJAH'S BED Built Set - ACK	Lucy scolds Drucilla about bringing Marianne 1, 4	Est. Time
Sheet #: 163 1/8 pgs	Scenes: INT 67 Night	PRINCE HOME - LUCY AND ABIJAH'S BED Built Set - ACK	Lucy looks for her pistol 1	Est. Time
Sheet #: 71 3/8 pgs	Scenes: INT 77 Night	PRINCE HOME - LUCY AND ABIJAH'S BED Built Set - ACK	Lucy hides Festus in her closet, points her 1, 6, 7	Est. Time
Sheet #: 35 1 1/8 pgs	Scenes: INT 36 Night	PRINCE HOME - LUCY AND ABIJAH'S BED Built Set - ACK	Lucy and Abijah talk in their room 1, 3	Est. Time

End of Shooting Day 7 -- Tuesday, March 22, 2022 -- 2 6/8 Pages -- Time Estimate: 0:00

Sheet #: 131 2 6/8 pgs	Scenes: INT 137 Day	NORWICH MEETING HALL Chanticleer Inn -- ACK	Sam and Lucy address the VT gov's council, 1, 8, 12, 25, 45	Est. Time
Sheet #: 125 1 pgs	Scenes: INT 131 Day	NORWICH INN, MEETING HALL Chanticleer Inn -- ACK	Vermont's Govenor's Supreme Council 12, 25, 45	Est. Time
Sheet #: 126 5/8 pgs	Scenes: INT 132 Day	NORWICH MEETING HALL, HALLWAY Chanticleer Inn -- ACK	Lucy and Sam Knight wait outside the council 1, 8, 64	Est. Time

End of Shooting Day 8 -- Wednesday, March 23, 2022 -- 4 3/8 Pages -- Time Estimate: 0:00

Sheet #: 88 2/8 pgs	Scenes: EXT 95 Day	NEW YORK CITY STREET Alley 34- 42 Main St (downtown) - ACK	Ethan passes Redcoats on the street. 2	Est. 2nd U Time
Sheet #: 115 5/8 pgs	Scenes: EXT 121 Day	INDEPENDENCE HALL Pacific National Bank (downtown) - ACK	Ethan clashes with Alexander Hamilton. 2, 27	Est. Time

Sheet #: 117 1 2/8 pgs	Scenes: EXT 123 Day	INDEPENDENCE HALL Pacific National Bank (downtown) - ACK	Newport waits for Ethan outside with the news 2, 14	Est. Time
Sheet #: 129 1 2/8 pgs	Scenes: EXT 135 Night	NORWICH INN 9 India St (downtown) - ACK	VT Delegates confront and accuse Ethan, Ira 2, 12, 25, 45	Est. Time

End of Shooting Day 9 -- Thursday, March 24, 2022 -- 3 3/8 Pages -- Time Estimate: 0:00

OVERNIGHT

Sheet #: 199 pgs	Scenes: EXT 51A Night	WOODS NEAR PACKERS CORNER TAVEF Oldest House -- ACK	Angle on Lucy & Drucilla watch from the 1, 4	Est. 2nd U Time
Sheet #: 51 5/8 pgs	Scenes: EXT 51 Night	PACKERS CORNER TAVERN Oldest House -- ACK	Yorkers attach Webber's chair to the tavern 7, 8, 10	Est. Time
Sheet #: 111 1 3/8 pgs	Scenes: EXT 115 Night	PACKERS CORNER TAVERN Oldest House -- ACK	Ethan Allen's troops arrest Yorker rebels. He 1, 2, 10	Est. Time

LUNCH & MOVE TO GULL ISLAND

Sheet #: 144 1 2/8 pgs	Scenes: EXT 116 Night	NOYES HOME Gull Island Lane - ACK	Ethan arrests John Noyes 2, 7	Est. Time
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End of Shooting Day 10 -- Friday, March 25, 2022 -- 3 2/8 Pages -- Time Estimate: 0:00

24 HOURS OF TURNAROUND

Sheet #: 93 1 2/8 pgs	Scenes: INT 100 Night	PACKERS CORNER TAVERN Oldest House -- ACK	Guilford Yorkers find out about the proposed 7, 10, 32	Est. Time
Sheet #: 12 2 2/8 pgs	Scenes: INT 13 Day	CATAMOUNT TAVERN Oldest House -- ACK	NH leaders vote Ethan out of command of 2, 12, 13, 16, 33, 48	Est. Time

End of Shooting Day 11 -- Monday, March 28, 2022 -- 3 4/8 Pages -- Time Estimate: 0:00

Sheet #: 18 2/8 pgs	Scenes: EXT 19 Day	WINDY HILL ACK or VT?	Mary Allen flies kites with Ethan's children Joe 22, 23, 29	Est. 2nd U Time
Sheet #: 54 1 pgs	Scenes: INT 55 Night	BRITISH PRISON SHIP Built Set -- ACK	Ethan languishes on a British prison ship, 2, 61	Est. Time
Sheet #: 203 1 5/8 pgs	Scenes: INT 82A Day	BRITISH PRISON SHIP Built Set - ACK	Ethan tells his story to the other captives, the 2, 61	Est. Time

End of Shooting Day 12 -- Tuesday, March 29, 2022 -- 2 7/8 Pages -- Time Estimate: 0:00

Sheet #: 101 2 pgs	Scenes: INT 106 Night	ETHAN ALLEN HOME, PARLOR 99 Main St -- ACK	Mary confronts Ethan about Gideon. 2, 22	Est. Time
Sheet #: 100 3/8 pgs	Scenes: INT 105 Night	ETHAN ALLEN HOME, VESTIBULE 99 Main St -- ACK	Eliza and Newport prepare the Allen's dinner 2, 57	Est. Time
Sheet #: 102 2 pgs	Scenes: INT 107 Night	ETHAN ALLEN HOME, VESTIBULE 99 Main St -- ACK	Ethan enters the vestibule, as Newport lets Ira 2, 12, 14, 25	Est. Time

MOVE UPSTAIRS

Sheet #: 130 6/8 pgs	Scenes: INT 136 Night	NORWICH INN, UPSTAIRS HALLWAY 99 Main -- ACK	Ethan tells Ira he wants to quit politics and the	Est. Time
			2, 12	
Sheet #: 152 5/8 pgs	Scenes: INT 21 Night	ETHAN ALLEN HOME - CHILDREN'S ROOM 99 Main St upstairs -- ACK	Ethan says good night to his children	Est. Time
			2, 23, 29	
End of Shooting Day 13 -- Wednesday, March 30, 2022 -- 5 6/8 Pages -- Time Estimate: 0:00				
Sheet #: 19 3 pgs	Scenes: INT 20 Night	ETHAN ALLEN HOME, STUDY 99 Main St Study -- ACK	Ethan writes in hs study and recieves a visit	Est. Time
			2, 13, 14, 22, 29	
Sheet #: 196 1 6/8 pgs	Scenes: INT B-1,2 Night	ETHAN ALLEN HOME, STUDY 99 Main St Study -- ACK	Ethan reenacts his caputre of Ticonderoga	Est. Time
			2, 14	
End of Shooting Day 14 -- Thursday, March 31, 2022 -- 4 6/8 Pages -- Time Estimate: 0:00				
Sheet #: 6 2 7/8 pgs	Scenes: INT 8 Day	WELLS' HOME 99 Main St Pink Room -- ACK	Abijah pays for Lucy's emancipation and Lucy	Est. Time
			1, 3, 42	
Sheet #: 4 1 4/8 pgs	Scenes: INT 6 Mornir	WELLS' HOME 99 Main St Study -- ACK	Lucy's prepares to leave Mrs Wells	Est. Time
			1, 42	
End of Shooting Day 15 -- Friday, April 1, 2022 -- 4 3/8 Pages -- Time Estimate: 0:00				
Sheet #: 91 4 pgs	Scenes: INT 98 Day	WASHINGTON'S QUARTERS AT VALLEY F Built Set - ACK	Ethan visits Washington and Hamilton at Valley	Est. Time
			2, 27, 40	
Sheet #: 38 2 5/8 pgs	Scenes: INT 39 Night	SETH WARNER'S TENT Built Set - ACK	Ethan tries to pursuade Seth to attack Montreal	Est. Time
			2, 13, 16	
End of Shooting Day 16 -- Monday, April 4, 2022 -- 6 5/8 Pages -- Time Estimate: 0:00				
Sheet #: 11 2 7/8 pgs	Scenes: INT 12 Day	INDEPENDENCE HALL Anthemum / Sconset Cas -- ACK	Ethan and Seth visit the continental congress	Est. Time
			2, 13, 14, 16, 33, 38, 40, 41, 46, 50, 51	
Sheet #: 116 3 pgs	Scenes: INT 122 Day	INDEPENDENCE HALL Anthemum / Sconset Cas -- ACK	Ethan makes a case for VT statehood and is	Est. Time
			2, 27, 41	
End of Shooting Day 17 -- Tuesday, April 5, 2022 -- 5 7/8 Pages -- Time Estimate: 0:00				
Sheet #: 127 1 4/8 pgs	Scenes: INT 133 Night	NORWICH INN, DINING ROOM 1800 House -- ACK	Ethan brings news of his deal with Justus to	Est. Time
			2, 12, 16, 25	
Sheet #: 128 1 2/8 pgs	Scenes: INT 134 Night	NORWICH INN, HALLWAY 1800 House -- ACK	Seth confronts Ethan about disloyalty to the	Est. Time
			2, 16	
Sheet #: 194 2 6/8 pgs	Scenes: INT 136A Night	NORWICH INN, TAVERN 1800 House -- ACK	Ethan and Frances flirt.	Est. Time
			2, 14, 36	
End of Shooting Day 18 -- Wednesday, April 6, 2022 -- 5 4/8 Pages -- Time Estimate: 0:00				
Sheet #: 89 2/8 pgs	Scenes: EXT 96 Day	NEW YORK CITY TAVERN Downtown - ACK	Smith and an Assistant arrive to the tavern with	Est. 2nd U Time
Sheet #: 87 3 pgs	Scenes: INT 94 Day	NEW YORK CITY TAVERN, BAR 1800 House -- ACK	Ethan meets with Crean Brush and sees	Est. Time
			2, 21, 36	
MOVE UPSTAIRS				

Sheet #: 90 4/8 pgs	Scenes: INT 97 Day	NEW YORK CITY TAVERN. STAIRWAY 1800 House -- ACK	Smith and Assistant find Crean Brush dead 21, 36	Est. Time
Sheet #: 86 2/8 pgs	Scenes: INT 93 Day	NEW YORK CITY TAVERN, INN 1800 House -- ACK	Ethan takes a bath with the help of two tavern 2	Est. Time

End of Shooting Day 19 -- Thursday, April 7, 2022 -- 4 Pages -- Time Estimate: 0:00

Sheet #: 122 3 1/8 pgs	Scenes: EXT 128 Day	BEACH Near Jetties Beach - ACK	Ethan and Justus walk and discuss VT and 2, 33	Est. Time
Sheet #: 120 5/8 pgs	Scenes: EXT 126 Day	BEACH ENVIRONS Near Jetties Beach - ACK	Redcoats bring Ethan to shore blindfolded. 2, 33	Est. 2nd U Time

FRIDAY APRIL 8TH - PACK OUT OF ACK

SATURDAY APRIL 9TH - COMPANY MOVE ACK --> VT

SUNDAY APRIL 10th - DAY OFF

MONDAY APRIL 11th - DAY OFF

Sheet #: 79 2 pgs	Scenes: INT 86 Day	HULL RESIDENCE, PARLOR Whetstone Inn - Marlboro VT	The Prince family visits the Hull's to bind out 1, 3, 4, 5, 6, 53, 66, 69	Est. Time
Sheet #: 195 7/8 pgs	Scenes: INT A-1,2 Night	PRINCE CABIN AT WELLS HOME Whetstone Inn - Marlboro VT	Lucy watches Drucilla create her manumission 1, 4	Est. Time
Sheet #: 77 4/8 pgs	Scenes: EXT 84 Day	GUILFORD TOWN HALL Marlboro VT	The Prince family leaves the courthouse 1, 3, 4, 5, 6, 11	Est. Time
Sheet #: 95 1 4/8 pgs	Scenes: EXT 102 Night	GUILFORD TOWN HALL Marlboro VT	Yorker mob surrounds the Yankees with 1, 3, 4, 7, 8, 10, 11, 20, 32	Est. Time

End of Shooting Day 20 -- Tuesday, April 12, 2022 -- 8 5/8 Pages -- Time Estimate: 0:00

Sheet #: 21 5/8 pgs	Scenes: EXT 22 Day	GUILFORD GENERAL STORE Marlboro VT	The Princes visit the Guilford General Store, 1, 3, 4, 5, 6	Est. Time
Sheet #: 23 1 2/8 pgs	Scenes: EXT 24 Day	GUILFORD GENERAL STORE Marlboro VT	Lucy and Festus wait outside the store, and 1, 6, 7, 30	Est. Time
Sheet #: 25 7/8 pgs	Scenes: EXT 26 Day	GUILFORD GENERAL STORE Marlboro VT	Abijah comes out and tells his family about the 1, 3, 4, 5, 6, 30	Est. Time
Sheet #: 49 3/8 pgs	Scenes: EXT 48 Day	GUILFORD GENERAL STORE Marlboro VT	Noyes and Locke kidnap Squando and tie him 7, 8, 10, 11	Est. Time
Sheet #: 156 2 3/8 pgs	Scenes: EXT 59 Evenir	GUILFORD GENERAL STORE Marlboro VT	Lucy recites a poem with Festus playing music, 1, 4, 6, 7, 8, 30, 39	Est. Time

End of Shooting Day 21 -- Wednesday, April 13, 2022 -- 5 4/8 Pages -- Time Estimate: 0:00

Sheet #: 9 2 2/8 pgs	Scenes: EXT 11 Day	PRINCE HOMESTEAD VT/MA	Princes works meet John Noyes confrontation 1, 3, 4, 5, 6, 7	Est. Time
Sheet #: 72 6/8 pgs	Scenes: EXT 79 Day	PRINCE HOMESTEAD VT/MA	Lucy walks Noyes and his gang out with her 1, 3, 5, 6, 7, 10	Est. Time

LOCATION 1

Applicant: Project Name: Lost Nation

On-site contact: Elena Gaby **cell:** 914-433-1073 **email:**
elenasgaby@gmail.com

Interior: (American Legion Hall, 21 Washington St, Nantucket, MA 02554)

Date(s) and Time:

7am-7pm: 3/14/22, 3/15/22, 3/16/22, 3/17/22, 3/22/22, 3/29/22, 4/4/22

Street Closure / Sidewalk Blocking:

N/A

DESCRIBE ACTIVITY YOU WILL BE FILMING / TAPING AT THE LOCATION:

Actors perform in a built set home environment.

TOTAL NUMBER OF PEOPLE (CAST & CREW) ON LOCATION:

Approx. 60 people

**DESCRIBE ALL EQUIPMENT (incl. generators) AND VEHICLES ON LOCATION
(Indicate Parking Plans):**

- **Equipment:** Professional Arriflex Camera Package, Portable Sound Recording, Lighting Equipment, Tripods, Stands, 1 medium Generator
- **Vehicles:** 6 x Sprinter vans (22ft L x 7ft W x 10 ft H), 4 x passenger vans (22ft10in x 6ft6in)
- **Parking Plans:** Generator and one sprinter van on Washington St and remaining vans in the adjacent parking triangle. Passenger vans will be staged at St. Paul's Episcopal Church. NOTE: If house moving is planned on our filming days and needs access to the full street, we can work with you on this.
- **Crew and Equipment Staging:** All staging will be inside the location with some load in from the sidewalk.

DESCRIBE ANY USE OF BOATS / VEHICLES / PYROTECHNICS / SPECIAL EFFECTS / ANIMALS AND / OR ANY OTHER PROPS (Attach a separate sheet if necessary):

Covered candles / lanterns on occasion

MAP: To make processing easier and faster, please attach a map of the exact location requested. An aerial map (i.e. a screen shot from [this map](#)) is preferred. Please circle and mark the whole area of intended filming (indicate shooting location, crew & equipment holding, parking requests, generator location, etc.). If necessary, attach a separate sheet with additional location information.



LOCATION 2

Applicant: Project Name: Lost Nation

On-site contact: Elena Gaby **cell:** 914-433-1073 **email:**
elenasgaby@gmail.com

Interior: (Quaker Meeting House, 7 Fair St Nantucket, MA 02554)

Date(s) and Time:

Evening before 10pm: 3/18/22

Morning after 7am: 3/21/22

Street Closure / Sidewalk Blocking:

Possible temporary sidewalk obstruction in front of location for load in / load out.

DESCRIBE ACTIVITY YOU WILL BE FILMING / TAPING AT THE LOCATION:

Townpeople gather for courtroom meetings.

TOTAL NUMBER OF PEOPLE (CAST & CREW) ON LOCATION:

40-60 people

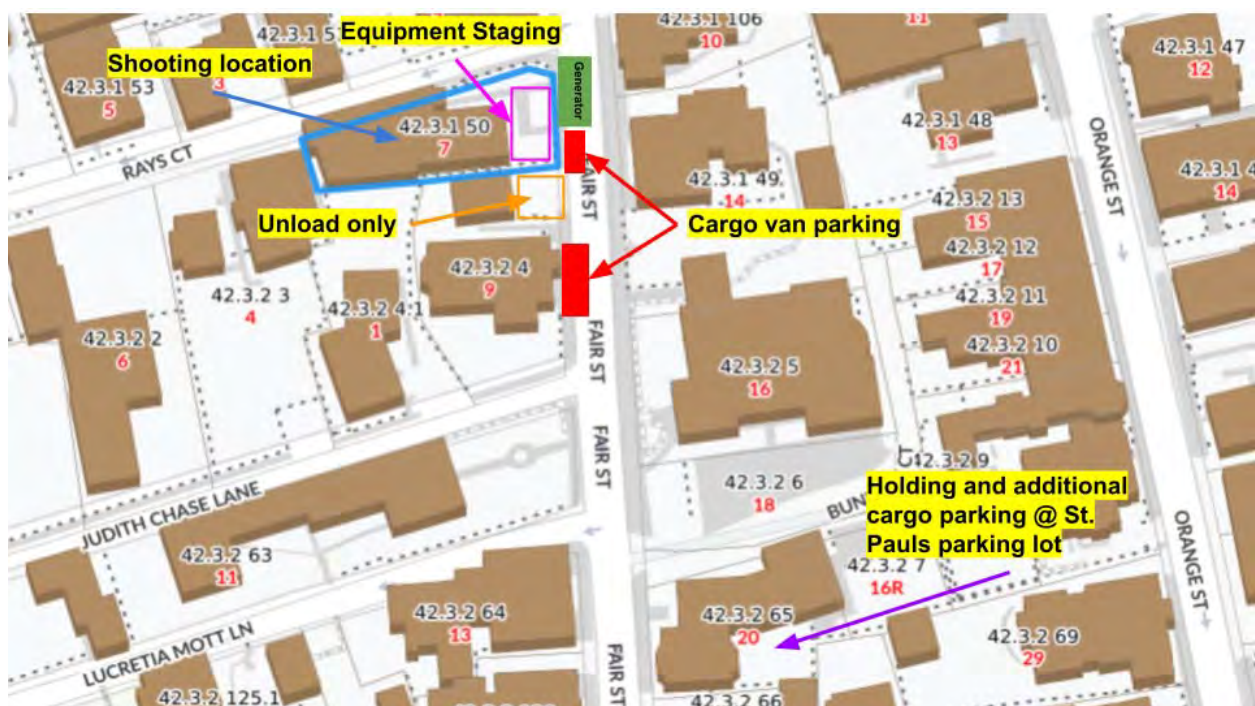
DESCRIBE ALL EQUIPMENT (incl. generators) AND VEHICLES ON LOCATION (Indicate Parking Plans):

- **Equipment:** Professional Arriflex Camera Package, Portable Sound Recording, Lighting Equipment, Tripods, Stands, 1 medium Generator
- **Vehicles:** 6 x Sprinter vans (22ft L x 7ft W x 10 ft H), 4 x passenger vans (22ft10in x 6ft6in)
- **Parking Plans:** Generator and one sprinter van parked in front of location, one sprinter van parked in front of 9 Fair St., and overflow in the St. Paul's Episcopal Church parking lot. Passenger vans will be staged at St. Paul's Episcopal Church.
- **Crew and Equipment Staging:** Some equipment staging in the front lawn inside the fence. Note that lighting will be set up on the outside of the building, but will not obstruct pedestrian traffic.

DESCRIBE ANY USE OF BOATS / VEHICLES / PYROTECHNICS / SPECIAL EFFECTS / ANIMALS AND / OR ANY OTHER PROPS (Attach a separate sheet if necessary):

Covered lanterns / candles for illumination on occasion

MAP: To make processing easier and faster, please attach a map of the exact location requested. An aerial map (i.e. a screen shot from [this map](#)) is preferred. Please circle and mark the whole area of intended filming (indicate shooting location, crew & equipment holding, parking requests, generator location, etc.). If necessary, attach a separate sheet with additional location information.



LOCATION 3

Applicant: Project Name: Lost Nation

On-site contact: Elena Gaby **cell:** 914-433-1073 **email:**
elenasgaby@gmail.com

Interior & Exterior: (Oldest House, 16 Sunset Hill, Nantucket, MA)

Date(s) and Time:

7am - 7pm: 3/28/22 (interior)

4pm - 12am: 3/25/22 (exterior)

NOISE WAIVER

Street Closure / Sidewalk Blocking:

N/A

DESCRIBE ACTIVITY YOU WILL BE FILMING / TAPING AT THE LOCATION:

Interior 3/28/22: Characters gather in a tavern.

Exterior 3/25/22: Character tied to a chair while other characters throw vegetables at them (supervised by a stunt coordinator). Crowd gathers.

TOTAL NUMBER OF PEOPLE (CAST & CREW) ON LOCATION:

60-85 people

**DESCRIBE ALL EQUIPMENT (incl. generators) AND VEHICLES ON LOCATION
(Indicate Parking Plans):**

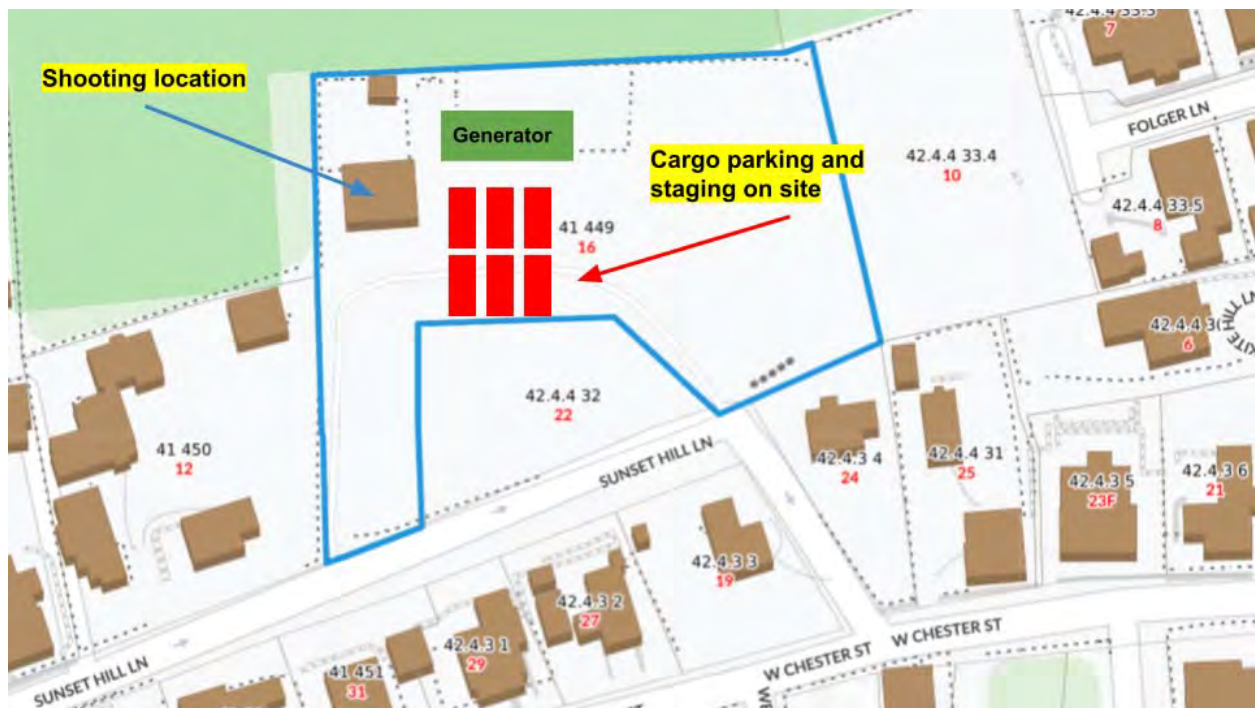
- **Equipment:** Professional Arriflex Camera Package, Portable Sound Recording, Lighting Equipment, Tripods, Stands, 1 medium Generator, 1-2 smaller generators if needed, Fog machine
- **Vehicles:** 6 x Sprinter vans (22ft L x 7ft W x 10 ft H), 4 x passenger vans (22ft10in x 6ft6in)
- **Parking Plans:** All sprinter vehicles and generator on site. Passenger vans will be staged at St. Paul's Episcopal Church.
- **Crew and Equipment Staging:** All equipment staging on premises. Overflow crew will be at St. Paul's Episcopal Church if needed.

DESCRIBE ANY USE OF BOATS / VEHICLES / PYROTECHNICS / SPECIAL EFFECTS / ANIMALS AND / OR ANY OTHER PROPS (Attach a separate sheet if necessary):

Interior on 3/28/22: covered candles / lanterns

Exterior on 3/25/22: 3-4 handled lit torches that would not be closer than 30 feet from the building (note we would like to speak to the fire department about this), prop gun (does not fire), other prop weapons on site supervised by a professional armorer.
Potential fog machine (weather dependent)

MAP: To make processing easier and faster, please attach a map of the exact location requested. An aerial map (i.e. a screen shot from [this map](#)) is preferred. Please circle and mark the whole area of intended filming (indicate shooting location, crew & equipment holding, parking requests, generator location, etc.). If necessary, attach a separate sheet with additional location information.



LOCATION 4

Applicant: Project Name: Lost Nation

On-site contact: Elena Gaby **cell:** 914-433-1073 **email:**
elenasgaby@gmail.com

Exterior: (7 Gull Island Lane, Nantucket, MA 02554)

Date(s) and Time:

12am - 4am: 3/26/22

NOISE WAIVER

Street Closure / Sidewalk Blocking:

N/A

DESCRIBE ACTIVITY YOU WILL BE FILMING / TAPING AT THE LOCATION:

One character "arrests" another character.

TOTAL NUMBER OF PEOPLE (CAST & CREW) ON LOCATION:

Approx. 60 people

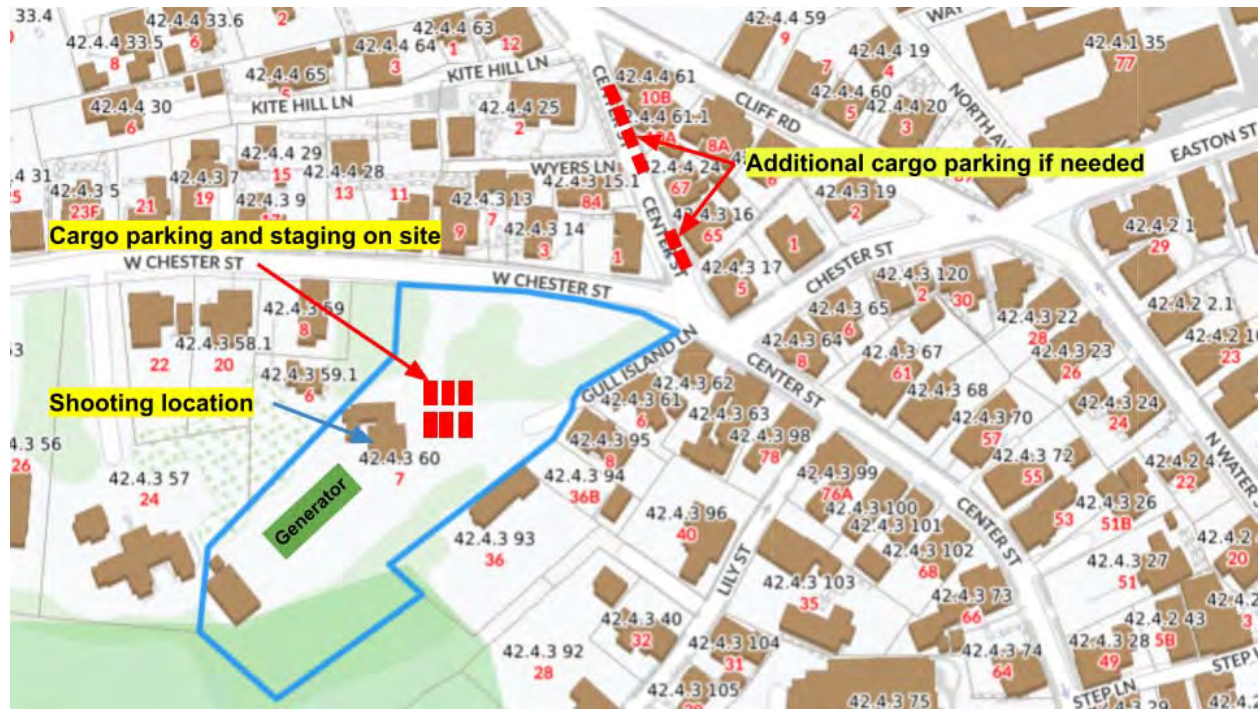
**DESCRIBE ALL EQUIPMENT (incl. generators) AND VEHICLES ON LOCATION
(Indicate Parking Plans):**

- **Equipment:** Professional Arriflex Camera Package, Portable Sound Recording, Lighting Equipment, Tripods, Stands, 1 medium Generator, 1-2 smaller generators if needed, Fog machine
- **Vehicles:** 6 x Sprinter vans (22ft L x 7ft W x 10 ft H), 4 x passenger vans (22ft10in x 6ft6in)
- **Parking Plans:** Generator and sprinter parking on site, additional sprinter parking in front of 65 Centre St. if needed (for example if we need to clear cars out of the shot). Passenger vans will be staged at St. Paul's Episcopal Church.
- **Crew and Equipment Staging:** Gear and equipment staged on site (outdoors) with additional staging at St. Paul's Episcopal church if needed.

DESCRIBE ANY USE OF BOATS / VEHICLES / PYROTECHNICS / SPECIAL EFFECTS / ANIMALS AND / OR ANY OTHER PROPS (Attach a separate sheet if necessary):

Prop gun on site (no discharge). Potential fog machine (weather dependent)

MAP: To make processing easier and faster, please attach a map of the exact location requested. An aerial map (i.e. a screen shot from [this map](#)) is preferred. Please circle and mark the whole area of intended filming (indicate shooting location, crew & equipment holding, parking requests, generator location, etc.). If necessary, attach a separate sheet with additional location information.



LOCATION 5

Applicant: Project Name: Lost Nation

On-site contact: Elena Gaby **cell:** 914-433-1073 **email:**
elenasgaby@gmail.com

Interior: (99 Main St, Nantucket, MA 02554)

Date(s) and Time:

7am - 7pm: 3/30/22, 3/31/22

Street Closure / Sidewalk Blocking: There will be some load in from the sidewalk, which should not obstruct people's ability to pass.

DESCRIBE ACTIVITY YOU WILL BE FILMING / TAPING AT THE LOCATION:

Interior home scenes.

TOTAL NUMBER OF PEOPLE (CAST & CREW) ON LOCATION:

Approx. 60 people

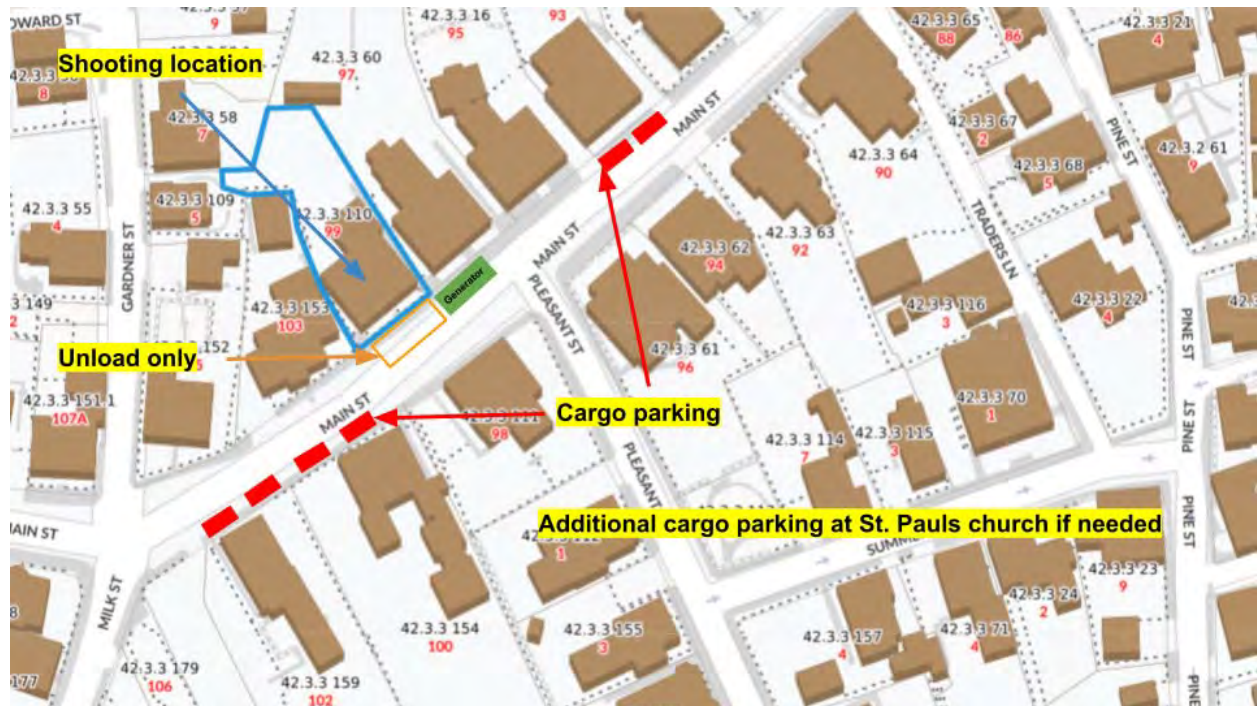
**DESCRIBE ALL EQUIPMENT (incl. generators) AND VEHICLES ON LOCATION
(Indicate Parking Plans):**

- **Equipment:** Professional Arriflex Camera Package, Portable Sound Recording, Lighting Equipment, Tripods, Stands, 1 medium Generator, 1-2 smaller generators if needed
- **Vehicles:** 6 x Sprinter vans (22ft L x 7ft W x 10 ft H), 4 x passenger vans (22ft10in x 6ft6in)
- **Parking Plans:** Generator in front of 97 Main St., 2 sprinter vans in front of 93 Main St. and 4 sprinter vans in front of 100 and 102 Main St. Passenger vans will be staged at St. Paul's Episcopal Church.
- **Crew and Equipment Staging:** Most equipment will be staged inside, with some lighting from outside the house on the property. Additional staging at St. Paul's Episcopal Church if needed.

DESCRIBE ANY USE OF BOATS / VEHICLES / PYROTECHNICS / SPECIAL EFFECTS / ANIMALS AND / OR ANY OTHER PROPS (Attach a separate sheet if necessary):

Covered candles / lanterns on occasion

MAP: To make processing easier and faster, please attach a map of the exact location requested. An aerial map (i.e. a screen shot from [this map](#)) is preferred. Please circle and mark the whole area of intended filming (indicate shooting location, crew & equipment holding, parking requests, generator location, etc.). If necessary, attach a separate sheet with additional location information.



LOCATION 6

Applicant: Project Name: Lost Nation

On-site contact: Elena Gaby **cell:** 914-433-1073 **email:**
elenasgaby@gmail.com

Interior: (Nantucket Atheneum, 1 India St. Nantucket, MA 02554)

Date(s) and Time:

7am - 7pm: 4/5/22

Street Closure / Sidewalk Blocking: There will be some load in from the sidewalk, which should not obstruct people's ability to pass.

DESCRIBE ACTIVITY YOU WILL BE FILMING / TAPING AT THE LOCATION:

Townpeople gather in a forum.

TOTAL NUMBER OF PEOPLE (CAST & CREW) ON LOCATION:

Approx. 45 - 60 people

**DESCRIBE ALL EQUIPMENT (incl. generators) AND VEHICLES ON LOCATION
(Indicate Parking Plans):**

- **Equipment:** Professional Arriflex Camera Package, Portable Sound Recording, Lighting Equipment, Tripods, Stands, 1 medium Generator
- **Vehicles:** 6 x Sprinter vans (22ft L x 7ft W x 10 ft H), 4 x passenger vans (22ft10in x 6ft6in)
- **Parking Plans:** Generator and 5 sprinter vans parked outside of location, with additional sprinter parking on Federal St. if needed. Passenger vans will be staged at St. Paul's Episcopal Church.
- **Crew and Equipment Staging:** Equipment will be staged inside, with additional staging at St. Paul's Episcopal Church if needed.

DESCRIBE ANY USE OF BOATS / VEHICLES / PYROTECHNICS / SPECIAL EFFECTS / ANIMALS AND / OR ANY OTHER PROPS (Attach a separate sheet if necessary):

N/A

MAP: To make processing easier and faster, please attach a map of the exact location requested. An aerial map (i.e. a screen shot from [this map](#)) is preferred. Please circle and mark the whole area of intended filming (indicate shooting location, crew & equipment holding, parking requests, generator location, etc.). If necessary, attach a separate sheet with additional location information.



LOCATION 7

Applicant: Project Name: Lost Nation

On-site contact: Elena Gaby **cell:** 914-433-1073 **email:**
elenasgaby@gmail.com

Exterior: (Alley next to “The Whale” between 42 and 34 Main St, Nantucket, MA 02554)

Reference photo:

PUBLIC PROPERTY



Date(s) and Time:

Morning after 7am: 3/24/22

Street Closure / Sidewalk Blocking: Yes. We will hold and release (or redirect) pedestrian traffic in brief intervals during takes, but not force anyone to wait.

DESCRIBE ACTIVITY YOU WILL BE FILMING / TAPING AT THE LOCATION:

Character ducks into an alley past two “British Redcoats”.

TOTAL NUMBER OF PEOPLE (CAST & CREW) ON LOCATION:

Small splinter unit of 5-10 people

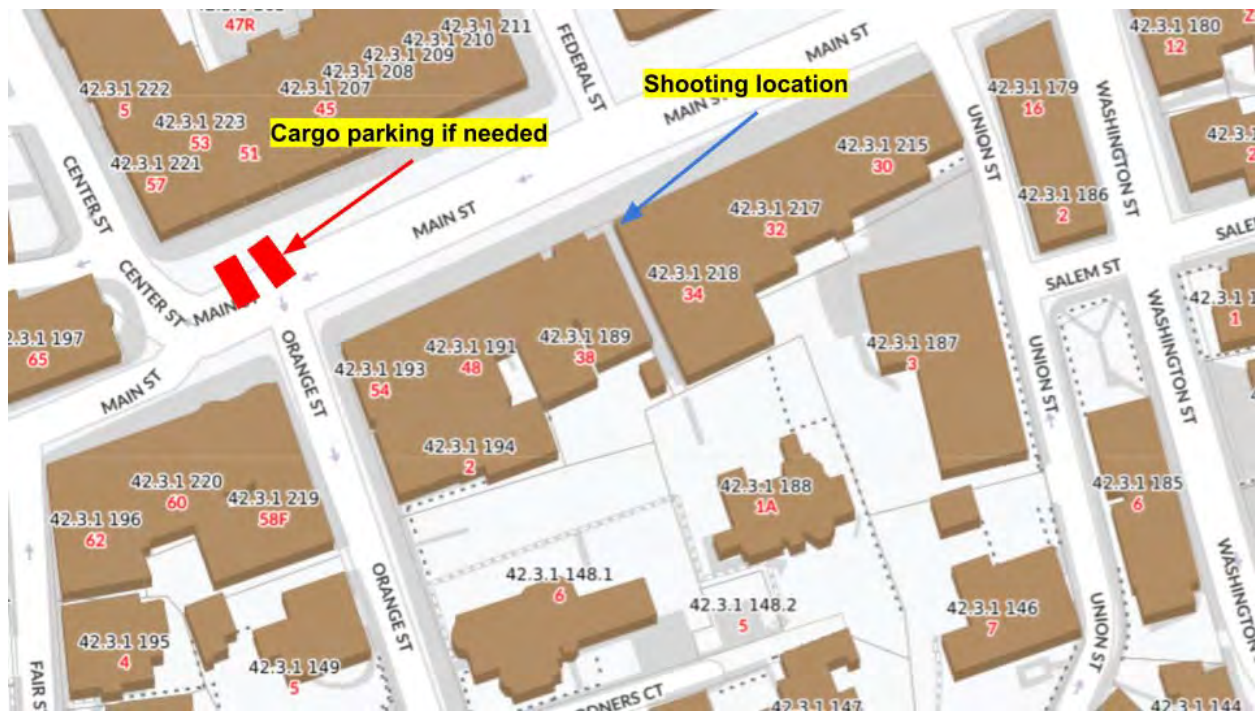
**DESCRIBE ALL EQUIPMENT (incl. generators) AND VEHICLES ON LOCATION
(Indicate Parking Plans):**

- **Equipment:** Professional Arriflex Camera Package, Portable Sound Recording, Tripods, Stands
- **Vehicles:** 1-2 Sprinter vans (22ft L x 7ft W x 10 ft H)
- **Parking Plans:** 1-2 sprinter vans on Main St. NOTE: The reason the cars are parked across the street from the alley (as opposed to right in front of it) is that the cars will already be parked there for the scene at Pacific National Bank that takes place in the morning. The alley will be filmed with a small splinter unit requiring very little equipment. We don't think the amount of equipment will necessitate moving the vans and taking up additional parking. Since this is such a small scene with a splinter crew, we don't think a police detail makes sense, but are happy to discuss.
- **Crew and Equipment Staging:** Minimal equipment will be used for this (ie: camera and tripod).

DESCRIBE ANY USE OF BOATS / VEHICLES / PYROTECHNICS / SPECIAL EFFECTS / ANIMALS AND / OR ANY OTHER PROPS (Attach a separate sheet if necessary):

N/A

MAP: To make processing easier and faster, please attach a map of the exact location requested. An aerial map (i.e. a screen shot from [this map](#)) is preferred. Please circle and mark the whole area of intended filming (indicate shooting location, crew & equipment holding, parking requests, generator location, etc.). If necessary, attach a separate sheet with additional location information.



LOCATION 8

Applicant: Project Name: Lost Nation

On-site contact: Elena Gaby **cell:** 914-433-1073 **email:**
elenasgaby@gmail.com

Exterior: (Pacific National Bank, 65 Main St. Nantucket, MA 02554)

Date(s) and Time:

PUBLIC PROPERTY

Morning after 7am: 3/24/2022

Street Closure / Sidewalk Blocking:

Sidewalk: Yes. We will hold and release (or redirect) pedestrian traffic in brief intervals during takes, but not force anyone to wait.

Streets / Parking: We would need to make sure no cars park on Main St. in front of 65 or 69 Main St. at this time, and will need to redirect or hold traffic briefly during takes.

DESCRIBE ACTIVITY YOU WILL BE FILMING / TAPING AT THE LOCATION:

Character gets into a horse drawn carriage.

TOTAL NUMBER OF PEOPLE (CAST & CREW) ON LOCATION:

Approx. 40 people

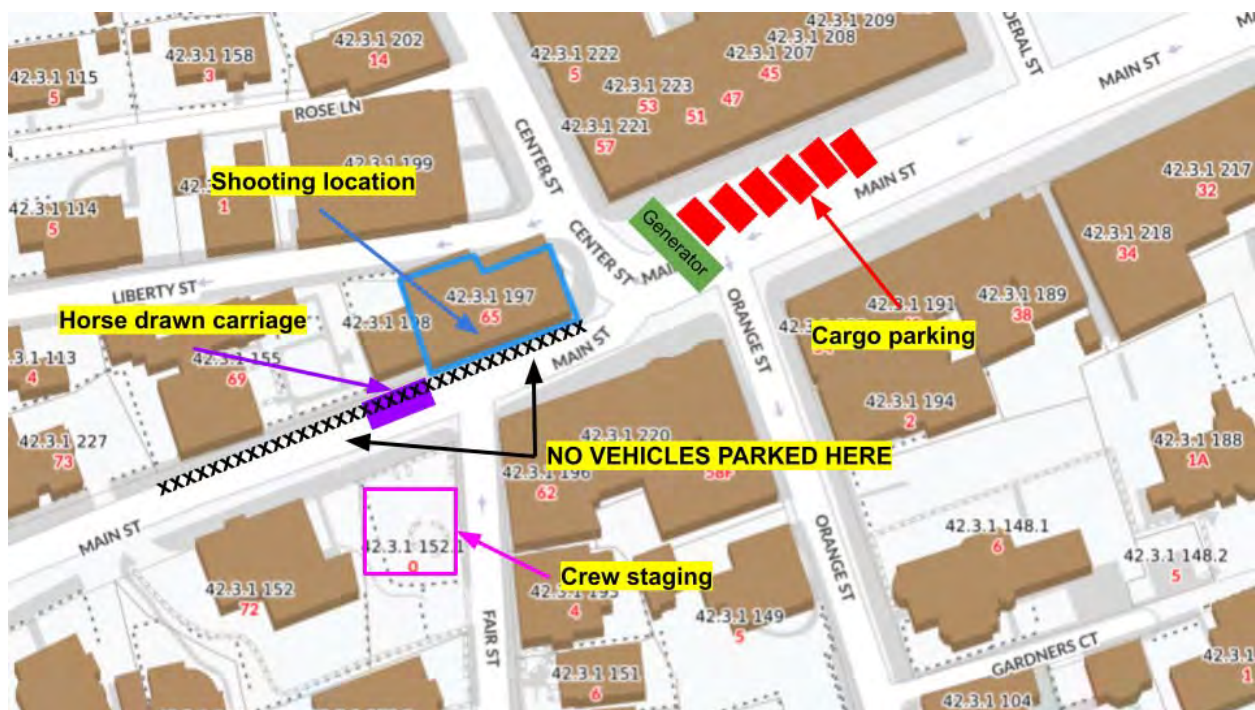
DESCRIBE ALL EQUIPMENT (incl. generators) AND VEHICLES ON LOCATION (Indicate Parking Plans):

- **Equipment:** Professional Arriflex Camera Package, Portable Sound Recording, Tripods, Stands
- **Vehicles:** 6 x Sprinter vans (22ft L x 7ft W x 10 ft H), 4 x passenger vans (22ft10in x 6ft6in), 1 x horse drawn carriage (DOES NOT MOVE)
- **Parking Plans:** Generator and 6 sprinter vans parked on Main St. in spots closest to location. Horse drawn carriage parked on Main St. across from Fair St. Passenger vans will be staged at St. Paul's Episcopal Church.
- **Crew and Equipment Staging:** Minimal Equipment will be staged on the sidewalk, with additional staging at St. Paul's Episcopal Church if needed. Any crew or cast members who are standing by will be staged in the small park with benches across the street so that they do not block the street and/or sidewalk.

DESCRIBE ANY USE OF BOATS / VEHICLES / PYROTECHNICS / SPECIAL EFFECTS / ANIMALS AND / OR ANY OTHER PROPS (Attach a separate sheet if necessary):

N/A

MAP: To make processing easier and faster, please attach a map of the exact location requested. An aerial map (i.e. a screen shot from [this map](#)) is preferred. Please circle and mark the whole area of intended filming (indicate shooting location, crew & equipment holding, parking requests, generator location, etc.). If necessary, attach a separate sheet with additional location information.



LOCATION 9

Applicant: Project Name: Lost Nation

On-site contact: Elena Gaby **cell:** 914-433-1073 **email:**
elenasgaby@gmail.com

Exterior: (9 India St. Nantucket, MA 02554)

PUBLIC PROPERTY NOISE WAIVER

Date(s) and Time:

4-11pm: 3/24/2022

Street Closure / Sidewalk Blocking:

Sidewalk: Yes. We will hold and release (or redirect) pedestrian traffic in brief intervals during takes, but not force anyone to wait.

Streets / Parking: We would need to make sure no cars park on India St. between Federal and Centre St at this time, and we will need to redirect or hold traffic briefly during takes. We understand that some businesses need access to the Independence Lane exit on India St. To accommodate this, we would be happy to allow them to drive on India street in order to exit between takes if needed.

DESCRIBE ACTIVITY YOU WILL BE FILMING / TAPING AT THE LOCATION:

Characters gather outside a door.

TOTAL NUMBER OF PEOPLE (CAST & CREW) ON LOCATION:

Approx. 40 people

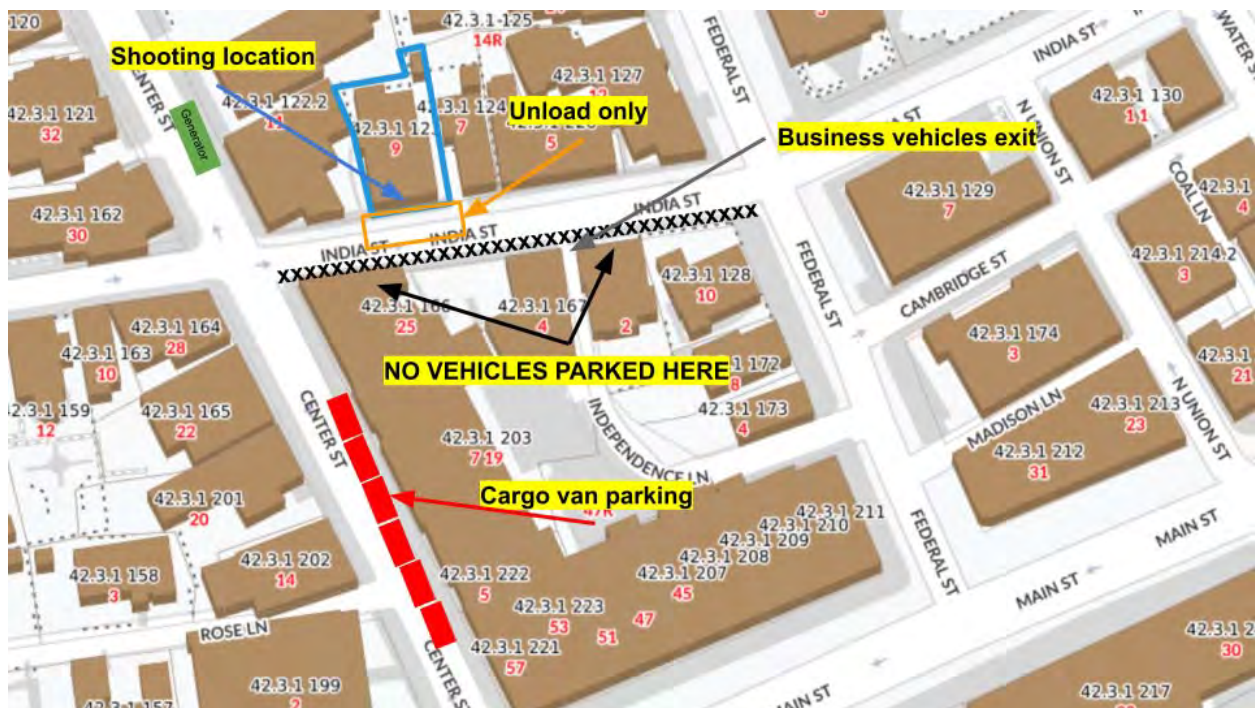
**DESCRIBE ALL EQUIPMENT (incl. generators) AND VEHICLES ON LOCATION
(Indicate Parking Plans):**

- **Equipment:** Professional Arriflex Camera Package, Portable Sound Recording, Tripods, Stands
- **Vehicles:** 6 x Sprinter vans (22ft L x 7ft W x 10 ft H), 4 x passenger vans (22ft10in x 6ft6in)
- **Parking Plans:** 6 sprinter vans parked in between 5 and 21 Centre St. Generator parked outside 29 Centre St. Passenger vans will be staged at St. Paul's Episcopal Church.
- **Crew and Equipment Staging:** Minimal Equipment will be staged on the sidewalk, with additional staging at St. Paul's Episcopal Church if needed.

DESCRIBE ANY USE OF BOATS / VEHICLES / PYROTECHNICS / SPECIAL EFFECTS / ANIMALS AND / OR ANY OTHER PROPS (Attach a separate sheet if necessary):

N/A

MAP: To make processing easier and faster, please attach a map of the exact location requested. An aerial map (i.e. a screen shot from [this map](#)) is preferred. Please circle and mark the whole area of intended filming (indicate shooting location, crew & equipment holding, parking requests, generator location, etc.). If necessary, attach a separate sheet with additional location information.



LOCATION 10

Applicant: Project Name: Lost Nation

On-site contact: Elena Gaby **cell:** 914-433-1073 **email:**
elenasgaby@gmail.com

Interior: (1800 House, 4 Mill St. Nantucket, MA 02554)

Date(s) and Time:

7am - 7pm: 4/6/2022, 4/7/2022

Street Closure / Sidewalk Blocking:

N/A

DESCRIBE ACTIVITY YOU WILL BE FILMING / TAPING AT THE LOCATION:

Characters gather in a tavern.

TOTAL NUMBER OF PEOPLE (CAST & CREW) ON LOCATION:

Approx. 40-60 people

DESCRIBE ALL EQUIPMENT (incl. generators) AND VEHICLES ON LOCATION (Indicate Parking Plans):

- **Equipment:** Professional Arriflex Camera Package, Portable Sound Recording, Lighting Equipment, Tripods, Stands, 1 medium Generator, 1-2 smaller generators if needed
- **Vehicles:** 6 x Sprinter vans (22ft L x 7ft W x 10 ft H), 4 x passenger vans (22ft10in x 6ft6in)
- **Parking Plans:** Sprinter vans will park on site. Passenger vans will be staged at St. Paul's Episcopal Church.
- **Crew and Equipment Staging:** Equipment will be staged on site, with additional crew / equipment at St. Paul's Episcopal Church if needed.

DESCRIBE ANY USE OF BOATS / VEHICLES / PYROTECHNICS / SPECIAL EFFECTS / ANIMALS AND / OR ANY OTHER PROPS (Attach a separate sheet if necessary):

Covered candles / lanterns on occasion.

MAP: To make processing easier and faster, please attach a map of the exact location requested. An aerial map (i.e. a screen shot from [this map](#)) is preferred. Please circle and mark the whole area of intended filming (indicate shooting location, crew & equipment holding, parking requests, generator location, etc.). If necessary, attach a separate sheet with additional location information.



LOCATION 11

Applicant: Project Name: Lost Nation

On-site contact: Elena Gaby **cell:** 914-433-1073 **email:**
elenasgaby@gmail.com

Interior: (Chanticleer Restaurant and Gardens, 9 New St., Siasconset, Nantucket, MA 02554)

Date(s) and Time:

7am - 7pm: 3/23/22

Street Closure / Sidewalk Blocking:

N/A

DESCRIBE ACTIVITY YOU WILL BE FILMING / TAPING AT THE LOCATION:

Characters gather for a town meeting.

TOTAL NUMBER OF PEOPLE (CAST & CREW) ON LOCATION:

Approx. 60-85 people

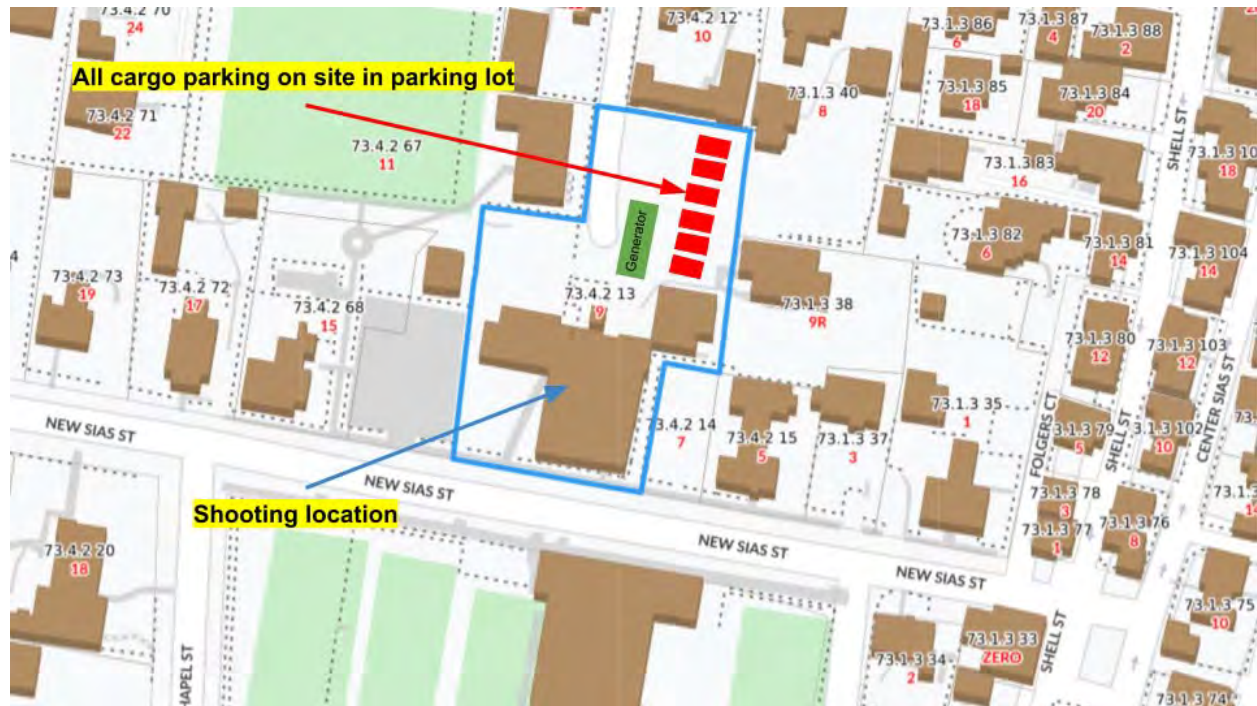
DESCRIBE ALL EQUIPMENT (incl. generators) AND VEHICLES ON LOCATION (Indicate Parking Plans):

- **Equipment:** Professional Arriflex Camera Package, Portable Sound Recording, Lighting Equipment, Tripods, Stands, 1 medium Generator, 1-2 smaller generators if needed
- **Vehicles:** 6 x Sprinter vans (22ft L x 7ft W x 10 ft H), 4 x passenger vans (22ft10in x 6ft6in)
- **Parking Plans:** All vehicles parked in the lot behind the location. Passenger vans will be staged at St. Paul's Episcopal Church.
- **Crew and Equipment Staging:** Everything will be staged on site with some lights outside the building, but on the property.

DESCRIBE ANY USE OF BOATS / VEHICLES / PYROTECHNICS / SPECIAL EFFECTS / ANIMALS AND / OR ANY OTHER PROPS (Attach a separate sheet if necessary):

N/A

MAP: To make processing easier and faster, please attach a map of the exact location requested. An aerial map (i.e. a screen shot from [this map](#)) is preferred. Please circle and mark the whole area of intended filming (indicate shooting location, crew & equipment holding, parking requests, generator location, etc.). If necessary, attach a separate sheet with additional location information.



LOCATION 12

Applicant Project Name: Lost Nation

On-site contact: Elena Gaby **cell:** 914-433-1073 **email:**
elenasgaby@gmail.com

Exterior: (Beach area near Jetties Beach in front of 73 Hulbert Ave., Nantucket, MA 02554)

Date(s) and Time:

7am - 7pm: 4/8/22

Street Closure / Sidewalk Blocking: Yes. We will hold and release (or redirect) pedestrian traffic in brief intervals during takes, but not force anyone to wait.

DESCRIBE ACTIVITY YOU WILL BE FILMING / TAPING AT THE LOCATION:

Character exits a small boat and the characters walk and talk.

TOTAL NUMBER OF PEOPLE (CAST & CREW) ON LOCATION:

Approx. 60-85 people

DESCRIBE ALL EQUIPMENT (incl. generators) AND VEHICLES ON LOCATION (Indicate Parking Plans):

- **Equipment:** Professional Arriflex Camera Package, Portable Sound Recording, Lighting Equipment, Tripods, Stands, 1 medium Generator, 1-2 smaller generators if needed
- **Vehicles:** 6 x Sprinter vans (22ft L x 7ft W x 10 ft H), 4 x passenger vans (22ft10in x 6ft6in)
- **Parking Plans:** All sprinter vans parked at the upper parking lot by the tennis courts. Passenger vans will be staged at St. Paul's Episcopal Church.
- **Crew and Equipment Staging:** Minimal equipment staging will be outside as close as possible to the filming location. Overflow crew and equipment will be staged at St. Paul's Episcopal Church.

DESCRIBE ANY USE OF BOATS / VEHICLES / PYROTECHNICS / SPECIAL EFFECTS / ANIMALS AND / OR ANY OTHER PROPS (Attach a separate sheet if necessary):

Small boat parked on the shore (the boat will not need to be functional in water).

MAP: To make processing easier and faster, please attach a map of the exact location requested. An aerial map (i.e. a screen shot from [this map](#)) is preferred. Please circle and mark the whole area of intended filming (indicate shooting location, crew & equipment holding, parking requests, generator location, etc.). If necessary, attach a separate sheet with additional location information.



LOCATION 13

Applicant Project Name: Lost Nation

On-site contact: Elena Gaby cell: 914-433-1073 email: elenasgaby@gmail.com

Interior: (African Meeting House, Nantucket, MA 02554)

Date(s) and Time:

Morning after 7am: 3/18/22

Street Closure / Sidewalk Blocking:

N/A

DESCRIBE ACTIVITY YOU WILL BE FILMING / TAPING AT THE LOCATION:

Townpeople gather in a meeting.

TOTAL NUMBER OF PEOPLE (CAST & CREW) ON LOCATION:

Approx. 60-85 people

DESCRIBE ALL EQUIPMENT (incl. generators) AND VEHICLES ON LOCATION (Indicate Parking Plans):

- **Equipment:** Professional Arriflex Camera Package, Portable Sound Recording, Lighting Equipment, Tripods, Stands, 1 medium Generator, 1-2 smaller generators if needed
- **Vehicles:** 6 x Sprinter vans (22ft L x 7ft W x 10 ft H), 4 x passenger vans (22ft10in x 6ft6in)
- **Parking Plans:** Two vans and the generator will be parked in front of the location with remaining van parking in the parking lot at 40 Pleasant St. Any additional vans and passenger vans will be staged at St. Paul's Episcopal Church.
- **Crew and Equipment Staging:** Some equipment staging will be outside the filming location on the property, with some lighting from outside. Overflow crew and equipment will be staged at St. Paul's Episcopal Church.

DESCRIBE ANY USE OF BOATS / VEHICLES / PYROTECHNICS / SPECIAL EFFECTS / ANIMALS AND / OR ANY OTHER PROPS (Attach a separate sheet if necessary):

MAP: To make processing easier and faster, please attach a map of the exact location requested. An aerial map (i.e. a screen shot from [this map](#)) is preferred. Please circle and mark the whole area of intended filming (indicate shooting location, crew & equipment holding, parking requests, generator location, etc.). If necessary, attach a separate sheet with additional location information.



LOCATION 13 LOCATION 14

Applicant Project Name: Lost Nation

On-site contact: Elena Gaby **cell:** 914-433-1073 **email:**
elenasgaby@gmail.com

Exterior: (Jared Coffin House, Nantucket, MA 02554)

Date(s) and Time:

Morning after 7am: 4/7/22

Street Closure / Sidewalk Blocking:

N/A

DESCRIBE ACTIVITY YOU WILL BE FILMING / TAPING AT THE LOCATION:

Characters arrive at tavern

TOTAL NUMBER OF PEOPLE (CAST & CREW) ON LOCATION:

Small splinter unit - Approx. 10 people

**DESCRIBE ALL EQUIPMENT (incl. generators) AND VEHICLES ON LOCATION
(Indicate Parking Plans):**

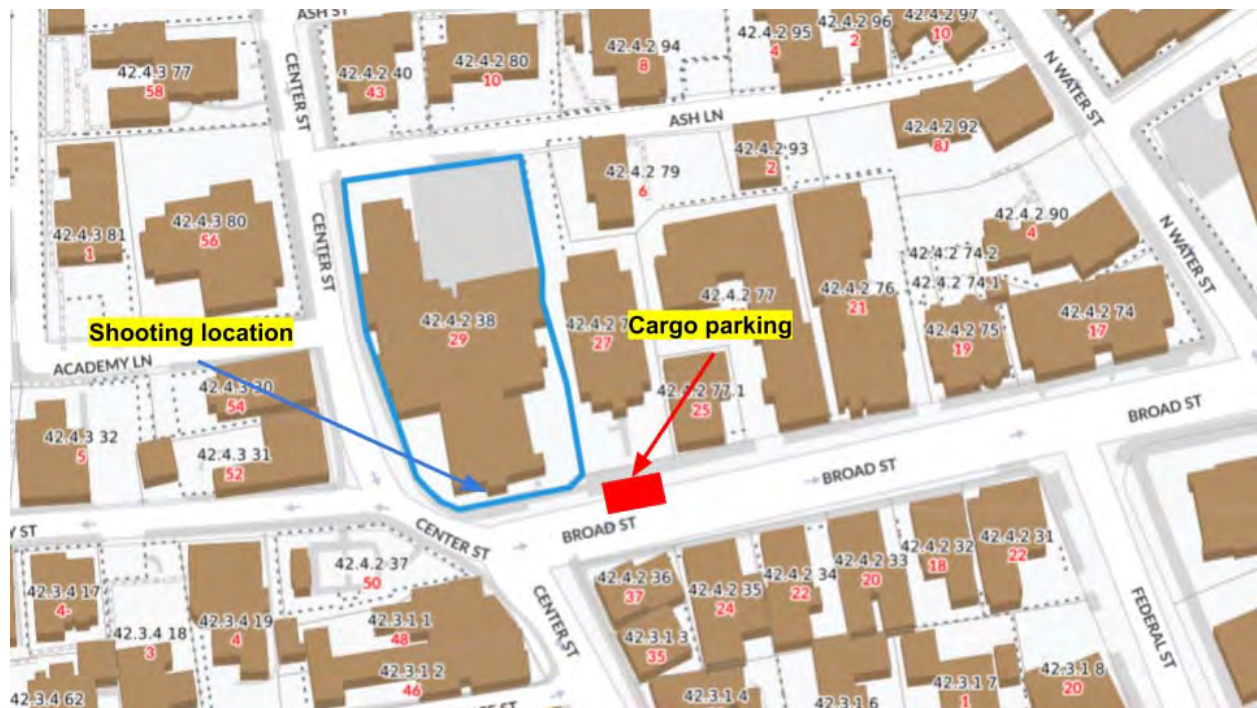
- **Equipment:** Professional Arriflex Camera Package, Portable Sound Recording, Tripods
- **Vehicles:** 1 x Sprinter van (22ft L x 7ft W x 10 ft H)
- **Parking Plans:** Van will be parked
- **Crew and Equipment Staging:** Minimal equipment and crew will be used for this (ie: camera and tripod).

DESCRIBE ANY USE OF BOATS / VEHICLES / PYROTECHNICS / SPECIAL EFFECTS / ANIMALS AND / OR ANY OTHER PROPS (Attach a separate sheet if necessary):

N/A

MAP: To make processing easier and faster, please attach a map of the exact location requested. An aerial map (i.e. a screen shot from [this map](#)) is preferred. Please circle and mark the whole area of intended filming (indicate shooting

location, crew & equipment holding, parking requests, generator location, etc.). If necessary, attach a separate sheet with additional location information.





TOWN OF NANTUCKET

TOWN ADMINISTRATION

FILM, VIDEO, AND PHOTOGRAPHY POLICY

Effective date: April 1, 2016

I. POLICY STATEMENT:

Commercial Film, Video and Photography companies and productions may be permitted to use property under the control of the Town of Nantucket for approved projects.

II. PURPOSE:

Nantucket has long been a highly-sought after location for commercial film, video, and photography companies and the Town of Nantucket supports these industries and encourages their use of the island. It is recognized that these industries can provide both direct and indirect economic benefit to the Town.

Due to the Town's size, location, historical significance, fragile natural resources, and seasonal tourist demands, such activity requires regulation to ensure that impacts on vehicle and pedestrian traffic, safety of bystanders and crew are protected and that the least possible disruption to the community occurs.

This policy applies to all Town properties including Park and Recreation properties, excluding Airport, Water Company and Public School properties. The guidelines and regulations contained herein apply to all commercial filming activity. Additional conditions may be attached to individual permit based on impact.

III. ADMINISTRATION:

All commercial film, video, or photography requests must be approved by the Board of Selectmen. This policy is administered by Town Administration on behalf of the Board of Selectmen. The Town Manager or his/her designee shall be the initial contact for all filming and photography projects and is responsible for managing requests. Required fees and ancillary permits associated with the production must be approved prior to filming.

IV. RULES AND REGULATIONS:

- 1) **PERMIT REQUIRED:** A Film Permit shall be required (but not limited to) the following conditions:
 - a. For Film, Photography or Video production for commercial purposes on or from Town of Nantucket property.
 - b. For productions involving the use of, or impacting upon public property, traffic flow, pedestrian movement, public facilities, parks, sidewalks, street areas or the temporary use of private property in a manner that significantly varies from its current land use or creates a public disturbance (i.e. noise; parking; special effects).
 - c. Student productions filming for non-commercial and educational purposes may be exempt from some fees but are still required to file an application.
 - d. As determined by Board of Selectmen in consideration of impact to the Community, Businesses, and Natural Resources.

- 2) PERMIT NOT REQUIRED: A Film Permit shall NOT be required as follows:
 - a. Credentialed members of the media such as reporters, photographers or cameramen in the employ of a newspaper, news service, radio or television broadcasting station, or similar entity engaged in on the spot broadcasting, reporting or photographing of news of general public.
 - b. Private social events such as weddings.
 - c. Wedding and Family Portraits, etc.
 - d. Amateur photographers; tourists, etc.
 - e. Nantucket based non-profit organizations.
 - f. EXCEPTION: If such exempted activities result in adverse impacts on adjacent properties from, but not limited to, such activities as the use of explosions, noise from firearms, bullhorns, pyrotechnics, car chases, sirens, lighting apparatus, after hour filming, parking, and obstruction of public access.
- 3) RESTRICTIONS
 - a. Commercial Filming or photography in the Downtown and 'Sconset Historic Districts is strictly regulated with minimal productions allowed from Memorial Day to Labor Day. All applications for filming during the Spring and Summer Season must be received by May 1 for consideration by the Board of Selectmen.
 - b. Night shooting between the hours of 10:00 p.m. and 7:00 a.m. is restricted without the prior approval from the Board of Selectmen at a Public Hearing. The Downtown Business District may also be restricted during certain hours due to considerations such as impact to pedestrian and vehicle traffic, and business interruption.
- 4) INSURANCE:
 - a. All productions are required to submit an original, signed Certificate of Insurance, in an amount of \$1,000,00 minimum per instance of claim for general liability for the duration of the production, with the "Town of Nantucket" listed as additional insured. The following name and address should appear on the certificate of insurance:

Town of Nantucket
16 Broad Street
Nantucket, MA 02554
 - b. Additional coverage may be required for productions with significant impact on public property and/or natural resources and those with extensive special effects.
 - c. Student projects may be exempt from the insurance requirement. Student applicants should provide an original signed letter on school letterhead from their Instructor, department head or dean of college stating the student's name(s), title of the project, purpose of the project, and confirmation that the project is an official school assignment covered by the school's liability insurance policies.

V. APPLICATION PROCESS

- 1) TIMELINE: Initial inquires for filming or photography on Town property must be submitted via the Town's online Application as follows:
 - a. No later than **Sixty (60) days** prior to the date of anticipated filming. Permission may be denied if the request cannot be accommodated within the available time frame.
 - b. For small film shoots, student films, etc., a Thirty (30) day notice is required.
 - c. May 1 for all filming requests to occur between Memorial Day and Labor Day.

2) APPLICATION: Applicants must be prepared to provide the following information:

- a. The name, address and phone number of the person who will be in charge of the activity and responsible for its conduct.
- b. The name and telephone number of the dedicated contact person and his/her backup who will be on-site during production.
- c. A production schedule to include the proposed commencement and termination dates and times of scheduled filming or photography, including preparation, set-up and final clean-up.
- d. General outline of the action(s), approximate number of production vehicles, cast and crew members, as well as any stunts or special effects;
- e. Specific locations and proposed alterations to Town property, including a map highlighting the areas, with specific details for requests to film or shoot in the Historic Districts (Nantucket's Core District and Siasconset).

3) REVIEW/APPROVAL:

- a. Once the online Film and Photography Application has been received, appropriate Town staff will be informed and a production/event meeting with the commercial film or photography company will be required to review the request and to determine any concerns or special requirements. The availability of the requested Town properties will also be determined at this time, as well as the need for required insurance, fees and ancillary permits.
- b. Police Details may be required as determined by the Chief of Police or designee. Fees for Police Details are determined annually by contract between the Nantucket Police Department and the Town of Nantucket and are billed separately from Permit Fees.
- c. The commercial film, video, or photography company will be required to appear before the Board of Selectmen in order to obtain the necessary permit(s).
- d. Affected residents and businesses as determined by the Board and/or staff must be notified in advance of any filming. To ensure minimal disruption, this notification letter must include the duration and location of the filming and any planned interference with pedestrian or vehicular traffic. In the event of business interruption, there should be consultation with the business associate(s) and/or individual businesses to determine if any compensation is required.
- e. Once approved by the Board of Selectmen, a Filming/Photography Permit will be prepared by Town Administration and the Licensing Agent that will list all insurance, fees and ancillary permits required.



Agenda Item Summary

Agenda Item #	XI. 1.
Date	2/23/2022

Staff

Ken Beaugrand, Real Estate Specialist

Subject

Purchase and Sale Agreement for 10-12 Washington Street, the Greenhound Building complex

Executive Summary

Background: ReMain purchased the building and lot in 2008 with the goal of demonstrating to the Town the value of a downtown transit hub and with the hope of expanding seasonal bus service to a year-round schedule. This marks the island's third full year of year-round transit service. Greenhound is an important property in realizing our expanded transportation goals. We're appreciative of ReMain for supporting and developing our downtown transit center for the past 14 years.

As we've seen this year, the island's population has swelled dramatically, and downtown traffic gridlock has never been worse. It's important that we continue to provide – and expand – public transportation to make the island more accessible for seasonal visitors and year-round residents and workers.

The property is also of strategic importance in the continuing development of the area around the transit center and part of the conversation regarding the redevelopment of the adjacent Harbor Place.

Staff Recommendation

Proceed with the execution of the Agreement of Purchase and Sale for the property at \$4,750,000, such purchase being subject to approval at Town Meeting on May 2, 2022 and of the funding at the ballot thereafter. Town Counsel has reviewed, and drafted documentation.

Background/Discussion

This acquisition is part of the development of our transportation plan for the downtown transit center.

Impact: Environmental ☐ Fiscal ☒ Community ☒ Other ☐

Funding for community benefit with approval at ATM and ballot and in support of strategic plan's transportation goals.

Board/Commission Recommendation

N/

Public Outreach

Incorporated in current warrant for 2022 ATM.

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

Conforms with the intent of the transportation goals of the Strategic Plan.



Attachments

P&S, Plan.



PURCHASE AND SALE AGREEMENT

SECTION 1 -- INFORMATION AND DEFINITIONS

1.1 DATE OF THIS AGREEMENT: _____, 2021.

1.2 PREMISES: The Premises are two certain parcels of land with the building thereon located at 10-12 Washington Street, Nantucket, Massachusetts. The parcel known as 10 Washington Street is shown as Lot 2 on a plan of land entitled "Plan of Land Prepared for Dorothy Leichter," dated October 3, 1984 recorded in Plan File 2-E with the Nantucket County Registry of Deeds containing 5,032± square feet. The parcel known as 12 Washington Street is shown on a plan of land entitled "Plan of Land in Nantucket, Massachusetts, drawn by Schofield Brothers, Inc." dated January 29, 1969, containing 4,572± square feet. For SELLER's title see Deed dated October 23, 2007, recorded with said Deeds in Book 1109, Page 94.

1.3 SELLER: Greenhound LLC, a Massachusetts limited liability company

Address: Zero Main Street, Nantucket, Massachusetts 02554

SELLER's Attorney: Catherine Burns, Esq.

Address: Seyfarth Shaw LLP
Seaport East - Two Seaport Lane, Suite 1200
Boston, Massachusetts 02210

Phone: (617) 946-4972 Fax: (617) 790-5377

1.4 BUYER: Town of Nantucket, acting by and through its Select Board

Address: Town & County Building, 16 Broad Street
Nantucket, Massachusetts 02554

BUYER's Attorney: Vicki S. Marsh, Esq.

Address: KP Law, P.C., 101 Arch Street.
Boston, Massachusetts 02110

Phone: (617) 556-0007 Fax: (617) 654-1735
Cell Phone: (978) 821-1409

- 1.5 PURCHASE PRICE: The agreed purchase price for the Premises is Four Million Seven Hundred Fifty Thousand and 00/100 Dollars (\$4,750,000.00) which is to be paid upon the recording of the deed by wire transfer, municipal check, or bank check at SELLER's option.
- 1.6 CLOSING DATE: Thirty days after 2022 Annual Town Meeting and vote at Town election.
- 1.7 PLACE: Closing shall be held by mail or at such physical location as the parties may mutually agree.

2. Buildings, Structures, Improvements, Fixtures. Included in the sale as a part of the Premises are the buildings, structures, and improvements now thereon, and the fixtures, equipment and/or appliances attached thereto belonging to SELLER and used in connection with the use and operation thereof, but excluding the property of the Existing Tenants, as defined below.

3. Title Deed. The Premises are to be conveyed by a good and sufficient quitclaim deed running to BUYER, or to the nominee designated by BUYER by written notice to SELLER at least seven (7) calendar days before the deed is to be delivered as herein provided, and said deed shall convey good and clear record and marketable title thereto, free from encumbrances, except the following matters, which shall be deemed to be "Permitted Exceptions" provided that the BUYER shall have the right to conduct a title examination of the Premises during the Inspection Period, as defined below, to determine if these Permitted Exceptions are acceptable to the BUYER and do not interfere with the BUYER's anticipated use of the Premises:

- (a) Provisions of existing building and zoning laws;
- (b) Such taxes for the then-current year as are not due and payable on the date of the delivery of the deed;
- (c) Easements, restrictions and reservations of record, if any, provided the same do not interfere with the use and access of the Premises for general municipal purposes and transportation purposes; and
- (d) Those matters listed in Exhibit A attached hereto, and incorporated herein.

The BUYER and SELLER each acknowledge that the Premises is subject to the rights of first refusal set forth in Exhibit A. The BUYER warrants and represents that the BUYER intends to develop or use the Premises for a charitable or other civic purpose and, accordingly, the parties further acknowledge that the transaction contemplated by this Agreement constitutes a "Permitted Transfer" as that term is defined in that certain Limited Waiver of Rights of First Refusal dated October 18, 2007 and recorded with the Nantucket Registry of Deeds on October 25, 2007 in Book 1109, Page 21 (the "Limited Waiver"). BUYER shall notify SELLER prior to the expiration of the Inspection Period if the Buyer determines that the Permitted Exceptions will interfere with BUYER's permitted use of the Premises.

4. Deed; Plans. SELLER shall be responsible for drafting the deed. If said deed refers to a plan required to be recorded therewith, then SELLER shall be responsible for preparing the plan in form adequate for recording at closing.

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

6. Possession and Condition of Premises. Full possession of the Premises free of all tenants and occupants, except those tenants and/or occupants occupying or using the Premises (the "Existing Tenants") pursuant to the written agreements listed in Exhibit B (the "Existing Leases"), is to be delivered at the time of the delivery of the deed, the Premises to be then (a) in the same condition as they now are, reasonable use and wear thereof excepted, and (b) not in violation of said building and zoning laws, and (c) in compliance with provisions of any instrument referred to in Section 3 hereof. BUYER shall be entitled personally to inspect the Premises prior to the delivery of the deed in order to determine whether the condition thereof complies with the terms of this clause.

7. Extension to Perfect Title or Make Premises Conform. If SELLER shall be unable to give title or to make conveyance, or to deliver possession of the Premises, subject only to the Existing Tenants and the Permitted Exceptions, all as herein stipulated, or if at the time of the delivery of the deed the Premises do not conform with the provisions hereof, then SELLER shall use reasonable efforts, to remove any defects in title, or to deliver possession as provided herein, or to make the Premises conform to the provisions hereof, as the case may be, and thereupon the time for performance hereof shall be extended for a period of thirty (30) calendar days. Nothing herein contained shall obligate the SELLER to incur any expense in excess of Two Thousand Five Hundred Dollars (\$2,500.00) in order to deliver title to the Premises as herein provided, except for the payment of SELLER financial encumbrances, including, without limitation, any mortgage, lien, tax lien or other lien which SELLER shall be obligated to discharge.

8. Failure to Perfect Title or Make Premises Conform. If at the expiration of the extended time for performance, set forth in Section 7 above, SELLER shall have failed so to remove any defects in title, deliver possession, or make the Premises conform, as the case may be, subject only to the Existing Tenants and the Permitted Exceptions all as herein agreed, or if at any time during the period of this Agreement or any extension thereof, the holder of a mortgage on the Premises shall refuse to permit the insurance proceeds, if any, to be used for such purposes, then all obligations of the parties hereto shall cease and this Agreement shall be void without recourse to the parties hereto, subject to BUYER'S rights under Section 9 below.

9. BUYER'S Election to Accept Title. BUYER shall have the election, at either the original or any extended time for performance, to accept such title as SELLER can deliver to the Premises in their then condition and to pay therefore the purchase price, without deduction, in which case SELLER shall convey such title, except that in the event of such conveyance in accord with the provisions of this section, if the Premises shall have been damaged by fire or

casualty insured against and BUYER has not exercised its right to terminate this Agreement, then SELLER shall, unless SELLER has previously restored the Premises to their former condition, either: pay over or assign to BUYER, on delivery of the deed, all amounts recovered or recoverable on account of such insurance, less any amounts reasonably expended by SELLER for any partial restoration, or (b) if a holder of a mortgage on the Premises shall not permit the insurance proceeds or a part thereof to be used to restore the Premises to their former condition or to be so paid over or assigned, give to BUYER a credit against the purchase price, on delivery of the deed, equal to said amounts so recovered or recoverable and retained by the holder of the said mortgage less any amount reasonably expended by SELLER for any partial restoration.

10. Acceptance of Deed. The acceptance of a deed by BUYER, or its 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 the delivery of said deed.

11. Use of Money to Clear Title. To enable SELLER to make conveyance as herein provided, 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 deed or, for institutional mortgages, are recorded in accordance with customary conveyancing practices.

12. Adjustments. The purchase price to be paid for the Premises shall be adjusted as follows: (a) water, sewer, fuel charges and real estate taxes shall be apportioned as of the day of performance of this Agreement and the net amount thereof shall be added to or deducted from, as the case may be, the Purchase Price. Taxes for the then-current fiscal year shall be adjusted as of the closing date in accordance with G.L. c. 59, §72. Any taxes paid by SELLER prior to the closing shall not be refunded. Notwithstanding the foregoing, SELLER shall pay the prorated amount of real estate taxes due through the closing date in arrears and any amount assessed to the Premises pertaining to the period after the closing that have been paid by SELLER shall be added to the purchase price as a credit to SELLER at closing. If the amount of said taxes is not known at the time of delivery of the deed, they shall be apportioned on the basis of the taxes assessed for the preceding fiscal year; and (b) rents and other tenant charges and any other costs and expenses that are due under the Existing Leases (collectively, the "Tenant Charges") shall be apportioned as of the time for performance, with SELLER being entitled to all Tenant Charges due and applicable to the period prior to the time for performance and Buyer being entitled to Tenant Charges due and applicable on and after the time for performance.

13. Brokers. BUYER and SELLER each represent and warrant to the other that each has not contacted any real estate broker in connection with this transaction and was not directed to the other as a result of any services or facilities of any real estate broker. BUYER and SELLER agree to defend, indemnify the other against and hold the other harmless, to the extent permitted by law, from any claim, loss, damage, costs or liabilities for any brokerage commission or fee which may be asserted against the other by any broker in connection with this transaction. The provisions of this paragraph shall survive delivery of the deed.

14. Contingencies. BUYER'S performance hereunder is, at BUYER'S option, expressly subject to the following conditions:

- (a) BUYER shall have complied with the provisions of G.L. c.30B (the Uniform Procurement Act) for acquisition of real property. For acquisition of real property determined to be unique, thirty (30) days shall have elapsed since the date of publication of BUYER's determination of uniqueness in the Central Register, without objection. BUYER agrees to diligently pursue full compliance with said statute;
- (b) SELLER shall have complied with the disclosure provisions of G.L. c.7C, §38; SELLER hereby agrees to execute a "Disclosure of Beneficial Interests in Real Property Transaction" certificate as required by G.L. c.7C, §38;
- (c) To the extent that SELLER is entitled to relocation assistance under the provisions of G.L. c.79A and 760 CMR 27.03 SELLER hereby agrees to waive any rights SELLER may have to relocation benefits under the provisions of M.G.L. c. 79A or any other federal or state law, rules and regulations pertaining thereto and agrees to execute said release at closing; furthermore, SELLER shall defend, indemnify and hold BUYER harmless as to any claim for relocation benefits or payments brought against BUYER by any former or present occupant (or future occupant between now and the Closing Date) of the Premises and pay any costs incurred by BUYER resulting from any such claim. The provisions of this paragraph shall survive the delivery of the deed;
- (d) BUYER shall have inspected the condition of the Premises as set forth in Sections 6 and 16, and, notwithstanding anything herein to the contrary, be satisfied that the conditions thereof are in accordance with the terms of this Agreement, in its sole and reasonable discretion; and
- (e) BUYER shall have obtained a favorable vote from the 2022 Annual Town Meeting and the ballot vote to acquire the premises for the terms and conditions set forth herein and an appropriation of the purchase price and any other costs associated with the acquisition of the Premises; and
- (f) Compliance with any other requirements of the Massachusetts General or Special Laws relative to the acquisition of the Premises by BUYER.

15. Title to Premises. Notwithstanding anything herein contained, the Premises shall not be considered to be in compliance with the provisions of this Agreement with respect to title unless:

- (a) No building, structure or improvement of any kind, including driveways and utilities, belonging to any person or entity encroaches upon or under the Premises from other premises;
- (b) Title to the Premises is insurable, for the benefit of BUYER, by a title insurance company acceptable to BUYER, in a fee owner's policy of title insurance at

normal premium rates, in the American Land Title Association form currently in use; and

- (c) All buildings, structures and improvements, including but not limited to any driveways, garages, cesspools and leaching fields, shall be located completely within the boundary lines of said Premises and shall not encroach upon or under property of any other person or entity.

16. Inspection Rights. From and after the date of this Agreement, SELLER agrees to permit BUYER, its employees, agents and independent contractors reasonable access, at reasonable times upon reasonable notice, to enter upon the Premises for the purposes of conducting surveys, inspections and tests, archaeological surveys and environmental site assessments (surface and subsurface), including testing and inspecting the buildings and other improvements on the Premises, on or before April 15, 2022 (the “Inspection Period Expiration Date”). Prior to any invasive testing being conducted by BUYER on the Premises, the scope of such testing, as may be reasonably required by SELLER, shall be prepared by BUYER and consented to by SELLER, which shall not unreasonably be withheld. BUYER shall, to the extent permitted by law, hold SELLER harmless against any claim arising from said entry and shall restore the Premises to substantially the same condition as prior to such entry if the closing does not occur. BUYER’s performance hereunder is expressly conditional, at BUYER’s option, upon BUYER being satisfied with the condition of the Premises and Improvements thereon, including the results of BUYER’s environmental site assessments and the Premises’ compliance with Environmental Laws, as defined below. “Hazardous Materials” as defined in this Agreement means any oil, hazardous, toxic or radioactive materials, substances or waste, as defined in federal, state or local law regulating or addressing the generation, storage, use or transportation of such materials, including, but not limited to, Massachusetts General Laws, Chapter 21E; the Comprehensive Environmental Response, Compensation and Liability Act, 42 U.S.C. §9601, et seq.; the Resource Conservation and Recovery Act, 42 U.S.C. §1801, et seq., and any rules, regulations, codes, and guidance promulgated pursuant thereto or under any similar federal, state or local statute, rule or regulation (the “Environmental Laws”). If the BUYER is not satisfied with the condition of the Premises or the building and improvements or is not satisfied with the BUYER’s title examination, if any, conducted pursuant to Section 3 hereof, BUYER shall have the right, to be exercised in its sole and absolute discretion, to (a) terminate this Agreement by giving written notice to SELLER on or before the Inspection Period Expiration Date and, except as expressly set forth herein in any provision that by its terms survives the termination of this Agreement, neither party shall thereafter have any further liability or obligation to the other by reason of this Agreement, or (b) provide SELLER with the option by giving written notice to SELLER on or before the Inspection Period Expiration Date, to be exercised in SELLER’s sole discretion by a responsive notice to BUYER, to repair the condition of the Premises and/or remediate such hazardous condition, with SELLER paying all of the costs of repair/remediation. If BUYER requests SELLER to repair the Premises/building and/or remediate the hazardous condition, and SELLER chooses to undertake the same, BUYER shall perform under the terms of this Agreement, provided, however, that SELLER repairs the Premises and or improvements or remediates the hazardous condition on the Premises prior to closing and in full compliance with all applicable laws, rules, and regulations, which remediation shall permit BUYER to use the Premises for the purposes set forth herein; otherwise this

Agreement shall be null and void and of no further effect between the parties. Nothing herein shall affect Buyer's rights under this Agreement to walk through and inspect the Premises pursuant to Section 6 hereof prior to the delivery of the Deed.

17. Affidavits, Deliverables; Etc. Simultaneously with the delivery of the deed, SELLER shall execute and deliver: (a) customary affidavits with respect to parties in possession and mechanic's liens to induce BUYER's title insurance company to issue an owner's title insurance policy without exception for the standard preprinted exceptions that are typically omitted from an owner's title insurance policy upon delivery of a customary title affidavit (including without limitation related to work being performed at, and/or materials delivered to, the Premises); (b) an affidavit, satisfying the requirements of Section 1445 of the Internal Revenue Code and regulations issued thereunder, which states, under penalty of perjury, SELLER's United States taxpayer identification number, that SELLER is not a foreign person, and SELLER's address (the "1445 Affidavit"); (c) Internal Revenue Service Form W-8 or Form W-9, as applicable, with SELLER's tax identification number, and an affidavit furnishing the information required for the filing of Form 1099S with the Internal Revenue Services and stating SELLER is not subject to back-up withholding; and (d) such additional and further instruments and documents as may be consistent with this Agreement and customarily and reasonably required by BUYER and/or BUYER's title insurance company to complete the transactions described in this Agreement.

18. Title Standards. Any matter or practice arising under or relating to this Agreement which is the subject of a title standard or a practice standard of the Real Estate Bar Association (REBA) at the time for delivery of the deed shall be covered by said title standard or practice standard to the extent applicable and to the extent such title or practice standard does not contradict any expressed term or condition of this Agreement.

19. Notices. Any notice required or permitted to be given under this Agreement shall be in writing and signed by the party or the party's attorney or agent and shall be deemed to have been given: (a) when delivered by hand, or (b) when sent by Federal Express or other similar courier service, or (c) when mailed by certified mail, return receipt requested, or (d) upon electronically confirmed receipt of facsimile delivery (provided that such facsimile delivery is promptly followed by one of the other permitted forms of notice contained herein), to the party with a copy to the party's attorney at the addresses set forth in Section 1.

20. Taking; Casualty. Notwithstanding anything herein to the contrary, in the event of a taking of all or part of the Premises or access thereto by eminent domain by any entity other than BUYER, or in the event that the Premises are damaged or destroyed by fire, vandalism or other casualty, the BUYER may, at its sole option, terminate this Agreement without recourse. All risk of loss shall stay with the SELLER until the recording of the deed.

21. Extensions. BUYER and SELLER hereby authorize their respective attorneys (as the case may be) to execute on their behalf any extensions to the time for performance and any change of location and/or time for delivery of the deed. BUYER and SELLER shall be able to rely upon the signature of said attorneys as binding unless they have actual knowledge before the execution or other consent to such extensions, that either party has disclaimed the authority

granted herein to bind them. For purposes of this Agreement, facsimile signatures shall be construed as original.

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

23. Errors. If any errors or omissions are found to have occurred in any calculations or figures used in the settlement statement signed by the parties (or would have been included if not for any such error or omission) and notice thereof is given within sixty (60) days of the date of delivery of the deed to the party to be charged, then such party agrees to make payment to correct the error or omission.

24. 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 SELLER and BUYER. If two or more persons are named herein as BUYER their obligations hereunder shall be joint and several.

25. Captions. The captions and headings throughout this Agreement are for convenience of reference only and the words contained therein shall in no way be held or deemed to define, limit, explain, modify, amplify or add to the interpretation, construction or meaning of any provisions of, or the scope or intent of this Agreement, nor in any way affect this Agreement, and shall have no legal effect.

26. Existing Tenants. The BUYER agrees to enter into the following new licenses, which licenses shall be a condition of closing hereunder: (i) a two(2) year license on a portion of the Premises as currently occupied with the Food Pantry, and on a yearly basis thereafter until such time as the Premises is needed by the BUYER for the Harbor Square development and (ii) a license with the Nantucket Regional Transportation Authority (NRTA) for a period equal to no more than fifteen (15) years or such shorter term in the event that the NRTA terminates the license to relocate to a new transportation center or the BUYER terminates the license for use of the Premises for the Harbor Square development, all on the same terms and for the same rent as are in the existing leases with the SELLER.

27. Smoke Detectors and Carbon Monoxide Detectors. SELLER shall, at the time of the delivery of the deed, deliver a certificate from the fire department of the Town of Nantucket stating that the Premises have been equipped with approved smoke detectors and carbon monoxide detectors in conformity with applicable law.

28. SELLER'S Records. SELLER agrees that it shall within ten (10) days from the execution date of this Agreement, provide and deliver to BUYER true, accurate, and complete

copies of the following documents or records in SELLER's possession and control and as they exist in SELLER's records (collectively, "SELLER'S Records"): (a) the Existing Leases, and any amendments and or modification and extensions thereof; (b) financial records relating to any and all payments received by SELLER under the Existing Leases for the last six (6) months, and sums owed, if any, by SELLER to any of the Existing Tenants; (c) any contracts, service agreements or other agreements with respect to the operation, maintenance and/or management of, utilities provided to, and/or equipment leases with respect to the Premises or any portion thereof (the "Operating Contracts") that are not terminable within thirty (30) days prior notice and may become the obligation of the BUYER after the Closing; (d) the Owner's Title Insurance Policy and any ALTA survey in its possession or control; and (e) any information of any past or current release or threat of release, or the presence of Hazardous Materials, as defined herein, on or about the Premises, if any, and copies of all notices of noncompliance or responsibility received from the Department of Environmental Protection or any other federal, state or local government body, if any (BUYER acknowledges that all public records available from the Massachusetts Department of Energy and Environmental Affairs Data Portal (<https://eeaonline.eea.state.ma.us/portal#!/search/wastesite>) under RTN#s 4-14545 and 04-15193 (the "Public Environmental Records") shall be deemed delivered by SELLER to BUYER in accordance with this Section 28 by this reference). SELLER agrees to update and supplement the SELLER'S Records and to provide BUYER with information that may concern the same.

29. Warranties and Representations. SELLER represents and warrants to BUYER, effective as of the date of this Agreement and also effective as of the Closing Date, that:

- (a) To SELLER's actual knowledge, SELLER holds good and clear, record and marketable title to the Premises in fee simple (with the exception of the Permitted Exceptions).
- (b) SELLER has no knowledge of and will disclose and deliver all received written notices of any, (i) planned or threatened condemnation or eminent domain proceedings with respect to the Premises, and (ii) any violation of applicable building, zoning, health, fire, safety or environmental laws, codes, ordinances or regulations which remains outstanding and uncured or unresolved.
- (c) SELLER has all requisite power and authority, has taken or will take all actions required by its organizational documents and applicable law, and has obtained or will obtain all necessary consents, to execute and deliver this Agreement and to consummate the transactions contemplated in this Agreement, and the person(s) signing this Agreement on behalf of the SELLER have been authorized to sign on behalf of SELLER. The parties acknowledge that the Premises is subject to those certain Right of First Refusals as further set forth in Exhibit A and that the transaction contemplated herein constitutes a "Permitted Transfer" as that term is defined in Limited Waiver based on the intent of BUYER to continue to use the Premises for a charitable or other civic purpose. SELLER makes no representation or warranty with respect to the Right of First Refusals or the Limited Waiver which documents are Permitted Exceptions and will continue to encumber the Premises after Closing.

- (d) To the best of SELLER's knowledge, SELLER's execution of this Agreement does not violate any other contracts, agreements or any other arrangements of any nature whatsoever that SELLER has with third parties.
- (e) To the best of SELLER'S knowledge except as may be disclosed in SELLER's Records:
 - (i) during SELLER's ownership of the Premises, except for cleaning supplies or other materials used in the regular course of Seller's or the Existing Tenant's business and in accordance with applicable Environmental Laws, no Hazardous Materials have been used, generated, stored, or disposed of at, from or near the Premises (as those capitalized terms are defined in this Agreement in Section 16), (ii) there are no underground storage tanks or other subsurface facilities holding petroleum or oil products currently in use or previously abandoned on the Premises, (iii) chlordane has not been used as a pesticide on the Premises, and (iv) there is not now any asbestos, lead paint or unsafe concentrations of radon gas.
- (f) Except for such documents as are available in the Public Environmental Records, SELLER has not received written notice from any governmental authority or agency having jurisdiction over the Premises of any environmental contamination, or the existence of any Hazardous Materials on the Premises in violation of the Environmental Laws.
- (g) SELLER has not (i) commenced a voluntary case, or had entered against it a petition, for relief under any federal bankruptcy act or any similar petition, order or decree under any federal or state law or statute relative to bankruptcy, insolvency or other relief for debtors, or (ii) caused suffered or consented to the appointment of a receiver, trustee administrator, conservator, liquidator or similar official in any federal, state or foreign judicial or non-judicial proceeding, to hold, administer and/or liquidate all or substantially all of its assets.
- (h) There is no litigation pending, or to the best of SELLER's knowledge, threatened against SELLER or the Premises, which if determined adverse to SELLER would affect, in any material adverse respect, the ability of SELLER to transfer title to the Premises as herein provided or to otherwise perform its obligations hereunder.
- (i) SELLER hereby certifies that the Existing Leases (subject to update on the Closing Date in accordance with the terms of this Agreement) are all of the leases, occupancy agreements and tenancies outstanding and effecting the Premises as of the Effective Date, and that true, complete and accurate copies of all of the Existing Leases, including all amendments, modifications and guaranties thereof, are included as part of the SELLER'S Records delivered to BUYER pursuant hereto. Except as set forth in the Existing Leases identified on Exhibit A: (i) SELLER has not received from any Existing Tenants notice of any asserted defaults by SELLER as landlord under the Existing Leases, or of any tenant's intention to terminate its Existing Lease; (ii) no rent has been prepaid for more than one (1) month in advance; (iii) SELLER has not received notices of any subleases or assignments of any Existing Leases by any tenants; (iv) no Existing Tenant or other party has any rights to purchase the Premises under or pursuant to any

Existing Leases or other agreements binding on SELLER; (v) to the best of SELLER'S knowledge there are no material defaults under any of the Existing Leases; (vi) SELLER is not holding any security deposits under any of the Existing Leases; and (vii) SELLER is not presently holding and has never held any security deposit or last month's rent for which interest is due and payable.

- (j) To the best of SELLER'S knowledge and belief, the SELLER Records delivered pursuant to this agreement are true, accurate and complete copies of same in SELLER'S possession, and SELLER does not have in its possession or control, or have actual knowledge of, any documents or records which would make the SELLER Records, as described herein, inaccurate or misleading in any material respect or any documents or records that relate to the subject matter addressed in such SELLER Records but not provided to BUYER.

SELLER will not cause nor, to the best of SELLER'S ability, permit any action to be taken which would cause any of SELLER'S representations or warranties to be false as of Closing Date, and, in any event that SELLER should become aware of any change in these representations and warranties, SELLER shall promptly notify BUYER. SELLER's representations and warranties shall survive the Closing and the delivery of the deed for a period of six (6) months.

The above representations and warranties of SELLER shall be deemed restated at Closing, and it shall be a condition of BUYER'S obligation to close that the representations and warranties set forth above remain true and correct in all material respects as of the Closing Date.

30. Entire Agreement. The SELLER and the BUYER agree that they have incorporated in this Agreement their entire understanding and no oral statement or prior written statement made by either of them, or by any other person, extrinsic to this Agreement, shall have any force and effect.

31. Deed, Excise Stamps. The BUYER represents, that this transaction shall be exempt from deed excise tax on the sale price as a sale to a municipality.

THE REMAINDER OF THIS PAGE IS INTENTIONALLY LEFT BLANK

In witness whereof, the parties hereto sign this Agreement under seal as of this ____ day of _____, 2022.

SELLER: GREENHOUND LLC

BUYER: TOWN OF NANTUCKET
By its Select Board

By: _____, Manager

Jason Bridges

Kristie L. Ferrantella

Matthew G. Fee

Dawn E. Hill Holdgate

Melissa K. Murphy

Exhibit A
Permitted Exceptions

10 Washington Street

- 1) Notice of Activity and Use Limitation dated September 24, 1999 and recorded with the Nantucket Registry of Deeds (the “Registry”) at Book 635, Page 53; as amended by Amendment to a Notice of Activity and Use Limitation dated July 24, 2002 and recorded with the Registry in Book 767, Page 30; and as further affected by Termination of Notice of Activity and Use Limitation dated January 18, 2018 and recorded in Book 1630, Page 102.
- 2) Variance and Special Permit (009-85) issued by the Nantucket Board of Appeals, dated February 15, 1985 and recorded with the Registry at Book 226, Page 272.
- 3) 10' Sidewalk Easement along Candle Street to the County of Nantucket dated December 31, 1976 and recorded with the Registry at Book 157, Page 127.
- 4) Agreement granted by William F. Reith et al to Sherburne Associates LLC (“Sherburne”) dated December 1, 1965 and recorded with Registry on December 16, 1965 in Book 128, Page 365; as affected by Release of Option of Right of First Refusal recorded with the Registry in Book 152, Page 260; as further affected by Assignment of Right of First Refusal from Sherburne to Nantucket Island Resorts LLC (“NIR”) dated October 18, 2007 and recorded with the Registry on October 25, 2007 in Book 1109, Page 215; and as further affected by Limited Waiver of Rights of First Refusal dated October 18, 2007 and recorded with the Registry on October 25, 2007 in Book 1109, Page 219.
- 5) Special Permit (035-09) issued by the Nantucket Board of Appeals dated September 10, 2009 and recorded with the Registry in Book 1207, Page 274.

12 Washington Street

- 1) Notice of Activity and Use Limitation dated September 24, 1999 and recorded with the Nantucket Registry of Deeds at Book 635, Page 68; as amended by Amendment to a Notice of Activity Use Limitation dated August 8, 2002 and recorded with the Registry in Book 769, Page 167; as further affected by Termination of Notice of Activity and Use Limitation dated January 18, 2018 and recorded with the Registry in Book 1630, Page 98.
- 2) Determination of Applicability by the Nantucket Conservation Commission dated January 7, 1999 and recorded with the Nantucket Registry of Deeds at Book 607, Page 132.
- 3) Special Permit (092-85) issued by the Nantucket Board of Appeals, dated October 29, 1985 and recorded with the Nantucket Registry of Deeds at Book 239, Page 150.
- 4) 10' Sidewalk Easement along Candle Street to the County of Nantucket dated December 31, 1976 and recorded with the Nantucket Registry of Deeds at Book 157, Page 127.

5) Right of First Refusal granted by Norman F. Reith and Mary L. Reith to Sherburne dated December 24, 1975 and recorded with Registry on January 9, 1976 in Book 152, Page 262; as affected by Assignment of Right of First Refusal from Sherburne to NIR dated September 24, 2007 and recorded with the Registry on October 4, 2007 in Book 1106, Page 159; and as further affected by Limited Waiver of Rights of First Refusal dated October 18, 2007 and recorded with the Registry on October 25, 2007 in Book 1109, Page 219.

6) Special Permit (035-09) issued by the Nantucket Board of Appeals dated September 10, 2009 and recorded with the Registry in Book 1207, Page 274.

Exhibit B
Existing Leases

- [License Agreement dated January __, 2022, by and between Greenhound LLC as Licensor and Nantucket Interfaith Licensee as Licensee.]
- [License Agreement - Greenhound Bus Lanes dated January __, 2022, by and between Greenhound LLC as Licensor and Nantucket Regional Transit Authority as Licensee pursuant to which NRTA has entered into that certain Sub-License Agreement dated [April 22, 2021] with Nantucket Island Tours Inc.]
- [License Agreement - Greenhound Building dated January __, 2022, by and between Greenhound LLC as Licensor and Nantucket Regional Transition Authority as Licensee]

2-E

WASHINGTON & CANDLE

Leichter, Dorothy



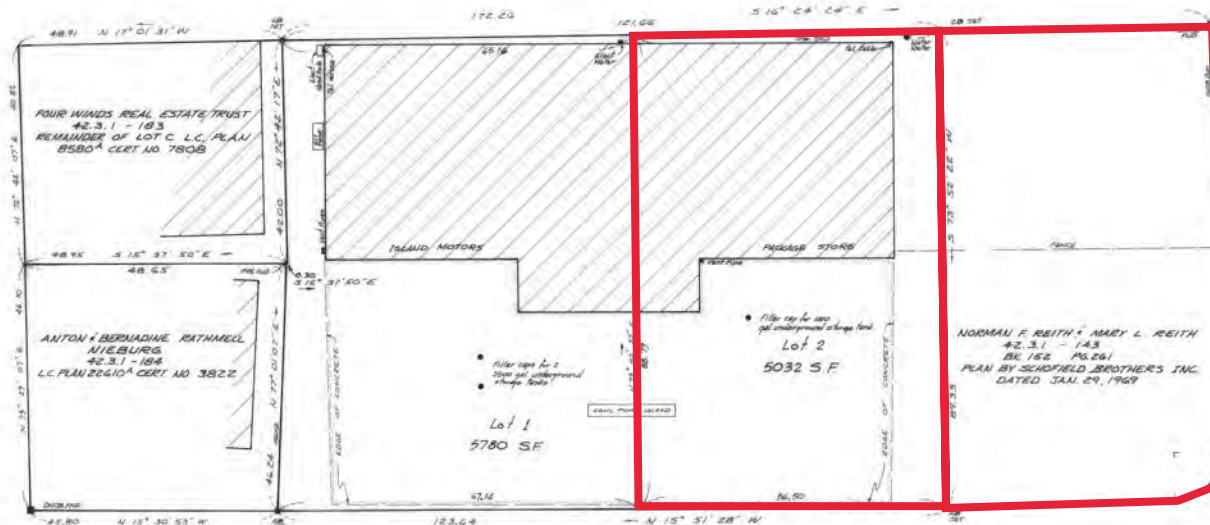
SALEM STREET

CANDLE

WIDTH VARIABLE

1969 COUNTY L.O.

STREET



WASHINGTON

PUBLIC

WIDTH VARIABLE

STREET

APPROVAL NOT REQUIRED UNDER THE SUBDIVISION CONTROL LAW.

NANTUCKET PLANNING BOARD

DATE: 10/1/84
 FILE NO: 155

DATE: 10/1/84
 FILE NO: 155

FOR REPRODUCTION ONLY

DATE: 10/1/84

1:50 PM

Signature: Michael S. Bachman

NOTES

ZONE: RESIDENTIAL - COMMERCIAL
 AREA: 5000 S.F.
 FRONT YARD: 40 FT.
 FRONT YARD: 40 FT.
 SIDE AND REAR YARD: 5 FT.
 S.C.R.: 50%

DRIVE WAY: BY THE PL. RES.
 PLANTING: PLANTING IS REQUIRED
 ASSUMED: 100% LOT 1: 100% LOT 2: 100%
 TOTAL LOT AREA: 10,812 S.F.

I HEREBY CERTIFY THAT THIS PLAN IS PREPARED IN ACCORDANCE WITH THE RULES AND REGULATIONS OF THE DEPARTMENT OF LANDS OF THE STATE OF MASS.

October 4, 1984

Signature: Michael S. Bachman

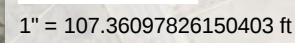


PLAN OF LAND IN NANTUCKET, MASSACHUSETTS

Prepared for: Dorothy Leichter
 Scale: 1" = 10' Date: Oct 1, 1984
 MICHAEL S. BACHMAN R.E.S.
 Nantucket Engineer, No. 02554

0 5 10 20 30

N-1253



Print map scale is approximate.
Critical layout or measurement
activities should not be done using
this resource.



Agenda Item Summary

Agenda Item #	XII. 1.
Date	2/23/2022

Staff

Ken Beaugrand, Real Estate Specialist

Subject

Order of Taking by Eminent Domain, of Easement areas in portions of Hancock Street, Surfside

Executive Summary

Article 104 of the 2021 ATM authorized the taking of portions of Hancock Street located between the northern sideline of Blueberry Lane and the southern sideline of Quaril Avenue (aka Quail Avenue) for public way, drainage and/or general municipal purposes. The proposed easement areas are shown on plan entitled "Roadway Easement Acquisition Plan, Hancock Street in Nantucket, Massachusetts", dated October 26, 2021, prepared by Earle & Sullivan, Inc. Said easements having a combined area of 11,799 square feet.

Staff Recommendation

Proceed with the taking by Eminent Domain. Town Counsel has reviewed, and drafted documentation. REAC approved unanimously on February 8, 2022.

Background/Discussion

This acquisition and a future subsequent disposition of a so called "paper street" in Surfside is part of the Yard Sale Program.

Impact: Environmental ☐ Fiscal ☒ Community ☒ Other ☐

To complete the taking of previously authorized acquisitions and increase taxable land area.

Board/Commission Recommendation

REAC approved unanimously on February 8, 2022.

Public Outreach

Approved at 2021 Annual Town Meeting. Notice of taking published in paper and sent to abutters by certified mail.

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

Conforms with the intent of the Yard Sale program

Attachments

Order of Taking; Article 104 of 2021 ATM; Easement Plan & ATM map.



COMMONWEALTH OF MASSACHUSETTS
TOWN OF NANTUCKET
SELECT BOARD

ORDER OF TAKING BY EMINENT DOMAIN
OF EASEMENTS OVER PORTIONS OF HANCOCK STREET

The undersigned being the majority of the duly elected and serving members of the Select Board of the Town of Nantucket, a body politic and corporate and a political subdivision of the Commonwealth of Massachusetts, having a principal place of business at Town and County Building, 16 Broad Street, Nantucket, Massachusetts ("Town"), acting by authority of Massachusetts General Laws Chapter 40, § 14 and Chapter 79, as amended, Article III, Section 3.3 of the Town Charter, St. 1996, c. 289, § 1, and the vote on Article 104 adopted by the Town at its 2021 Annual Town Meeting, a certified copy of which is attached hereto, and by virtue of every other power and authority hereto enabling us, having complied with all the preliminary requirements prescribed by law, having determined that the taking of the easement rights of others in and over those certain parcels of land comprising portions of Hancock Street shown as Easement E-1 and Easement E-2 (the "Easement Parcels") on a plan of land entitled "Roadway Easement Acquisition Plan, Hancock Street in Nantucket, Massachusetts," dated October 26, 2021, prepared by Earle & Sullivan, Inc., a copy of which is attached hereto as Exhibit A (the "Plan") is required for general municipal, public way, and drainage purposes and for purposes of conveyance, do hereby adopt and decree this Order of Taking on behalf of the Town and do hereby take from those who hold easements and other rights to the Easement Parcels, and all their successors, heirs and assigns, as their interests may appear, by the right of eminent domain, the easement rights in and over the Easement Parcels, if any.

Said Easement Parcels and easements are owned or supposed to be owned and/or formerly owned by the following Owners:

Owner: Kristopher Megna and Douglas Carlson
Address: Lot 2A, 28 South Shore Road, Nantucket, MA
Interest Taken: Easement rights of others in Easement E-1 containing 7,122± square feet
Title Reference: Deed recorded with said Deeds in Book 1796, Page 90

Owner: Randi A. Alberry
Address: Lot 2B, 28 South Shore Road, Nantucket, MA
Interest Taken: Easement rights of others in Easement E-2 containing 4,687± square feet
Title Reference: Deed recorded with said Deeds in Book 1828, Page 89

Owner: Surfside Land Company, Henry Coffin, Charles Coffin, Henry C. Everett and theirs heirs, successors and assigns
Interest Taken: Easement rights, if any, in Easement E-1 and Easement E-2.

Any and all trees, vegetation, structures and improvements on the Easement Parcels are included in this Order of Taking.

The damages sustained by the supposed owner(s) listed above by reason of this taking of the Easement Parcels and easements are valued and awarded in a resolution of even date adopted by the Board of Selectmen in accordance with Massachusetts General Laws Chapter 79, as amended.

If any party named hereinabove as an owner of any Easement Parcels and easement rights taken hereby is not a true owner of said Easement Parcels or easement rights, then the award is made only to the true owner(s) of said Easement Parcels or easement rights.

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Adopted under seal this day , 2022

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 , 2022, 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:



Town of Nantucket

♦♦♦♦♦

OFFICE OF THE TOWN & COUNTY CLERK

16 Broad Street
NANTUCKET, MASSACHUSETTS 02554-3590

Nancy L. Holmes, CMC
Town & County Clerk

(508) 228-7216
FAX (508) 325-5313

Email: nholmes@nantucket-ma.gov
townclerk@nantucket-ma.gov

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

♦♦♦♦♦

June 5, 2021

TO WHOM IT MAY CONCERN:

I, Nancy L. Holmes, duly elected Clerk of the Town and County of Nantucket, hereby certify that the June 5, 2021 ANNUAL TOWN MEETING adopted **Article :104** at the June 5, 2021 adjourned session when "...the adoption of all articles not heretofore acted upon as recommended by the Finance Committee, or as recommended by the Planning Board, was duly motioned, seconded, and voted in accordance with the motions recommended by the Finance Committee or, in the absence of a Finance Committee motion, then in accordance with the motions as recommended by the Planning Board, as printed in the Finance Committee Report, with technical amendments brought forward during the course of the meeting..."

ARTICLE 104

(Real Estate Acquisition: Hancock Street)

To see if the Town will vote to authorize the Select Board to acquire by purchase, gift or eminent domain for public way, drainage, general municipal purposes, and/or the purposes of conveyance, the fee title or lesser interests in all or any portions of the property shown as "Hancock Street" located between the northern sideline of Blueberry Lane and the southern sideline of Quaril Avenue (aka Quail Avenue) as shown on the plan attached hereto. Hancock Street is originally shown in Plan 2-C/1, filed November 19, 1890. Or to take any other action related thereto. (*Beth Maier, et al*)

FINANCE COMMITTEE MOTION: Moved that the Select Board is hereby authorized to acquire by purchase, gift or eminent domain for public way, drainage, general municipal purposes, and/or the purposes of conveyance, the fee title or lesser interests in all or any portions of the property shown as "Hancock Street" located between the northern sideline of Blueberry Lane and the southern sideline of Quaril Avenue (aka Quail Avenue) as shown on the plan attached hereto. Hancock Street is originally shown in Plan 2-C/1, filed November 19, 1890.

VOTE: The vote on the motion pursuant to Article 104, as moved by the Finance Committee, was by 4/5ths Vote, Yes: 668 , No: 24 The motion was adopted.

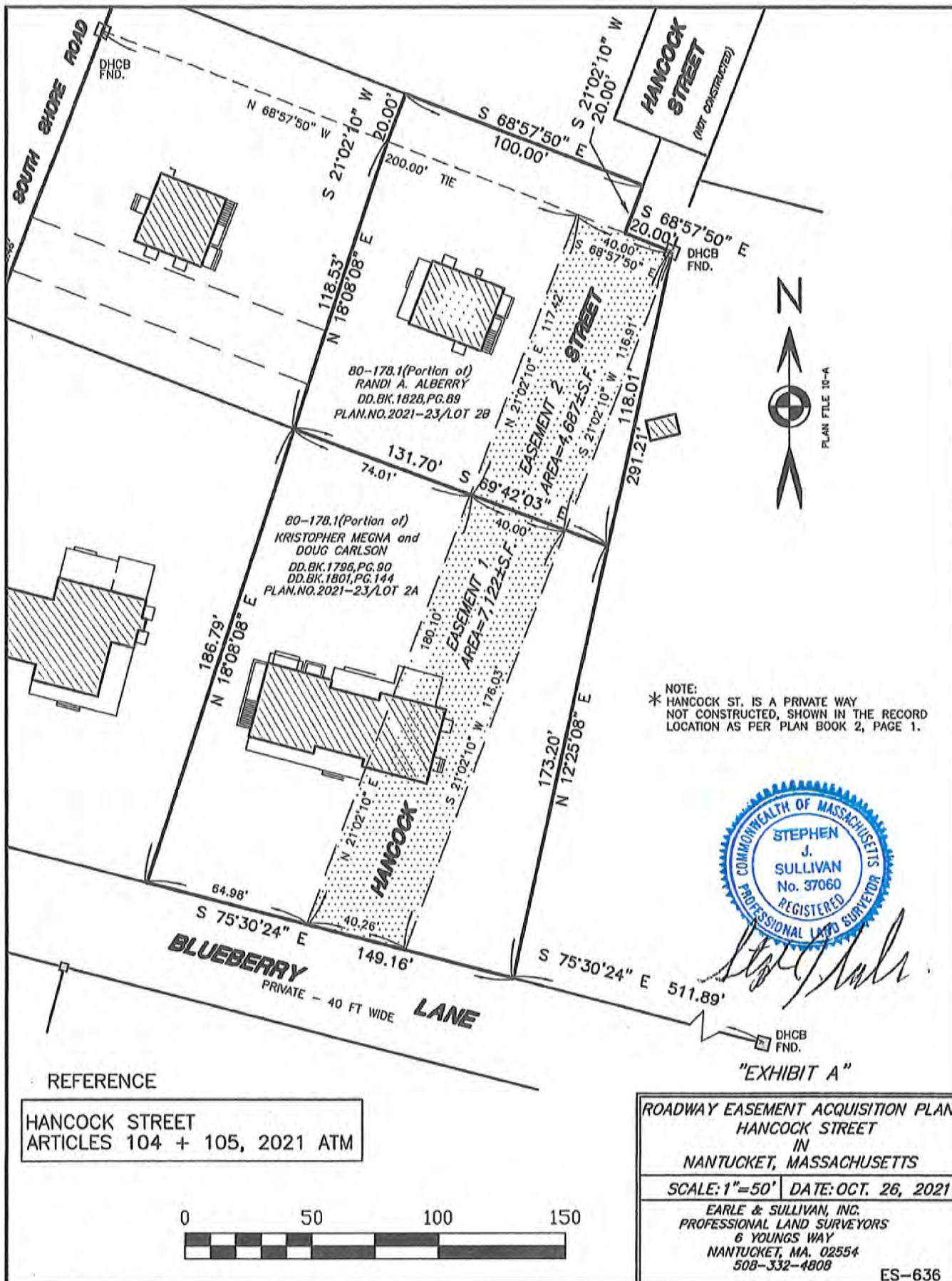
Nancy L. Holmes, CMC
Town & County Clerk

ATM 21

Article 104 Page 1 of 1

ATTEST: TRUE COPY

NANTUCKET TOWN & COUNTY CLERK





Agenda Item Summary

Agenda Item #	XII. 2.
Date	2/23/2022

Staff

Ken Beaugrand, Real Estate Specialist

Subject

Order of Taking by Eminent Domain, of fee or lesser interests in portions of Cherry Street, Surfside

Executive Summary

Article 109 of the 2020 ATM authorized the taking of portions of Cherry Street located between the westerly line of Folger Avenue and the easterly line of Lot 2 on Plan No. 2017-58 filed at the Nantucket Registry of Deeds for public way and/or general municipal purposes. The proposed area is shown on plan entitled "Taking and Disposition Plan of Land in Nantucket, MA, Prepared for Town of Nantucket," dated October 28, 2021, prepared by Blackwell & Associates, Inc. Said taking having an area of approximately 6,733 square feet.

Staff Recommendation

Proceed with the taking by Eminent Domain. Town Counsel has reviewed, and drafted documentation. REAC approved unanimously on February 8, 2022.

Background/Discussion

This acquisition and a future subsequent disposition of a so called "paper street" in Surfside is part of the Yard Sale Program.

Impact: Environmental ☐ Fiscal ☒ Community ☒ Other ☐

To complete the taking of previously authorized acquisitions and increase taxable land area.

Board/Commission Recommendation

REAC approved unanimously on February 8, 2022.

Public Outreach

Approved at 2020 Annual Town Meeting. Notice of taking published in paper and sent to abutters by certified mail.

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

Conforms with the intent of the Yard Sale program

Attachments

Order of Taking; Article 109 of ATM 2020; Plan No. 2021-77.



COMMONWEALTH OF MASSACHUSETTS
TOWN OF NANTUCKET
SELECT BOARD

ORDER OF TAKING BY EMINENT DOMAIN
OF PORTIONS OF CHERRY STREET

The undersigned being the majority of the duly elected and serving members of the Select Board of the Town of Nantucket, a body politic and corporate and a political subdivision of the Commonwealth of Massachusetts, having a principal place of business at Town and County Building, 16 Broad Street, Nantucket, Massachusetts (“Town”), acting by authority of Massachusetts General Laws Chapter 40, § 14 and Chapter 79, as amended, Article III, Section 3.3 of the Town Charter, St. 1996, c. 289, § 1, and the vote on Article 109 adopted by the Town at its 2020 Annual Town Meeting, a certified copy of which is attached hereto, and by virtue of every other power and authority hereto enabling us, having complied with all the preliminary requirements prescribed by law, having determined that the taking of the fee in those certain parcels of land comprising portions of described below (“Parcels”) is required for general municipal purposes and public way purposes, do hereby adopt and decree this Order of Taking on behalf of the Town and do hereby take from the supposed owners of the Parcels, those who hold easements and other rights to the Parcels, and all their successors, heirs and assigns, as their interests may appear, by the right of eminent domain, the fee in the Parcels, including but not limited to all rights of passage, if any, as follows:

The land shown on a plan of land entitled “Taking and Disposition Plan of Land in Nantucket, MA Prepared for Town of Nantucket,” dated October 28, 2021, prepared by Blackwell & Associates, Inc., recorded with the Nantucket County Registry of Deeds as Plan No. 2021-77 and consisting of the following Parcels described on the Plan:

<u>Parcel</u>	<u>Address/Location</u>	<u>Area ±</u>
Parcel A	Cherry Street	4,001± s. f.
<u>Assessor ID</u>	<u>Supposed Owner(s)</u>	<u>Title Reference</u>
Map 80, Parcel 166	Scott D. Bowman, Trustee of Bowman Family Trust u/d/t dated June 16, 2017 as evidenced by Trust Certificate Pursuant to M.G.L. Chapter 184, Section 35	Book 1820, Page 174

<u>Parcel</u>	<u>Address/Location</u>	<u>Area ±</u>
Parcel B	Cherry Street	4,001± s. f.
<u>Assessor ID</u>	<u>Supposed Owner(s)</u>	<u>Title Reference</u>
Map 80, Parcel 163	Cheryl A. Creighton	Book 437, Page 113

Any and all trees, vegetation and driveways on the Parcels are included in this Order of Taking, excluding the right to use for access purposes the driveways shown on said Plan for the benefit of the properties shown as 7 Folger Avenue and 9 Folger Avenue abutting said Parcels. Any utility easements in the Parcels are to be excluded from this Order of Taking.

The damages sustained by the supposed owner(s) listed above by reason of this taking of the Parcels are valued and awarded in a resolution of even date adopted by the Select Board in accordance with Massachusetts General Laws Chapter 79, as amended.

If any party named hereinabove as an owner of any Parcels taken hereby is not a true owner of said Parcels, then the award is made only to the true owner(s) of said Parcels.

(Remainder of Page Intentionally Blank. Signatures Follow on Next Page.)

Adopted under seal this day , 2022.

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 , 2022, 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:



Town of Nantucket

♦♦♦♦♦

OFFICE OF THE TOWN & COUNTY CLERK

16 Broad Street
NANTUCKET, MASSACHUSETTS 02554-3590

Nancy L. Holmes, CMC
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Email: nholmes@nantucket-ma.gov
townclerk@nantucket-ma.gov

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

June 25, 2020

TO WHOM IT MAY CONCERN:

I, Nancy L. Holmes, duly elected Clerk of the Town and County of Nantucket, hereby certify that the June 25, 2020 ANNUAL TOWN MEETING adopted **Article : 109** at the June 25, 2020 adjourned session when "...the adoption of all articles not heretofore acted upon as recommended by the Finance Committee, or as recommended by the Planning Board, was duly motioned, seconded, and voted in accordance with the motions recommended by the Finance Committee or, in the absence of a Finance Committee motion, then in accordance with the motions as recommended by the Planning Board, as printed in the Finance Committee Report, with technical amendments brought forward during the course of the meeting..."

ARTICLE 109

(Real Estate Acquisition: Cherry Street)

To see if the Town will vote to authorize the Select Board to acquire by purchase, gift or eminent domain the fee or lesser interests together with any public and private rights of passage for public ways and/or general municipal purposes in the portion of Cherry Street lying between the westerly line of Folger Avenue and the easterly line of Lot 2 on Plan No. 2017-58 filed at the Nantucket Registry of Deeds consisting of approximately 6,733 square feet as shown on the plan attached hereto, or to take any other action related thereto.

(Susan M. Burns, et al)

FINANCE COMMITTEE MOTION: Moved that the Select Board is hereby authorized to acquire by purchase, gift or eminent domain the fee or lesser interests together with any public and private rights of passage for public ways and/or general municipal purposes in the portion of Cherry Street lying between the westerly line of Folger Avenue and the easterly line of Lot 2 on Plan No. 2017-58 filed at the Nantucket Registry of Deeds consisting of approximately 6,733 square feet as shown on the plan attached hereto.

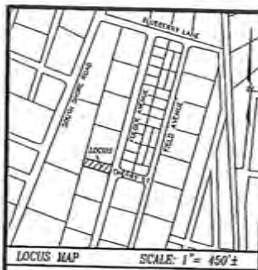
VOTE: The vote on the motion pursuant to Article 109 as moved by the Finance Committee, was by 4/5^{ths} Vote, Yes: 139, No: 9 The motion was adopted.

Nancy L. Holmes, CMC
Town & County Clerk

ATTEST: TRUE COPY

ATM 20

Article 109 Page 1 of 1



CURRENT ZONING CLASSIFICATION:
Limited Use General 1 (L.U.G.-1)
MINIMUM LOT SIZE: 40,000 S.F.
MINIMUM FRONTAGE: 100 FT.
FRONT YARD SETBACK: 35 FT.
REAR/SIDE SETBACK: 10 FT.
GROUND COVER % : 7%



I HEREBY CERTIFY THAT THIS PLAN HAS BEEN PREPARED IN ACCORDANCE WITH THE RULES AND REGULATIONS OF THE REGISTER OF DEEDS OF THE COMMONWEALTH OF MASSACHUSETTS.
Christopher A. Andrews
PROFESSIONAL LAND SURVEYOR DATE 11/15/2021

T:\JACK 26 JOB 53
V:\DRAWFILES\B7389\TAKING AND DISPOSITION.dwg 11/1/2021 8:18:53 AM EDT

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

REF. 2020 ATM WARRANT ARTICLES 109 & 110
TAKING AND DISPOSITION PLAN OF LAND
In Nantucket, MA
Prepared for
TOWN OF NANTUCKET

Date: OCTOBER 28, 2021
Scale: 1"=30'

B7389

LEGEND

REBAR FD ○ DENOTES REBAR MONUMENT FOUND
chCB FD • DENOTES CONCRETE BOUND WITH DRILL HOLE FOUND

NANTUCKET REGISTRY OF DEEDS

Date: December 17, 2021

Time: 3:19 PM

Plan No.: 2021-77

Christopher A. Andrews
Attest: Register

Sheet 1 of 1

RESERVED FOR REGISTRY USE



Bk: 2021 000000077
Pg: 0 Page: 0
Doc: PLAN 12/17/2021 03:19 PM

Nantucket Select Board

Being a majority-

Jan W. P.
John P. P.
William P.
Robert P.
Lee

DATE SIGNED: _____

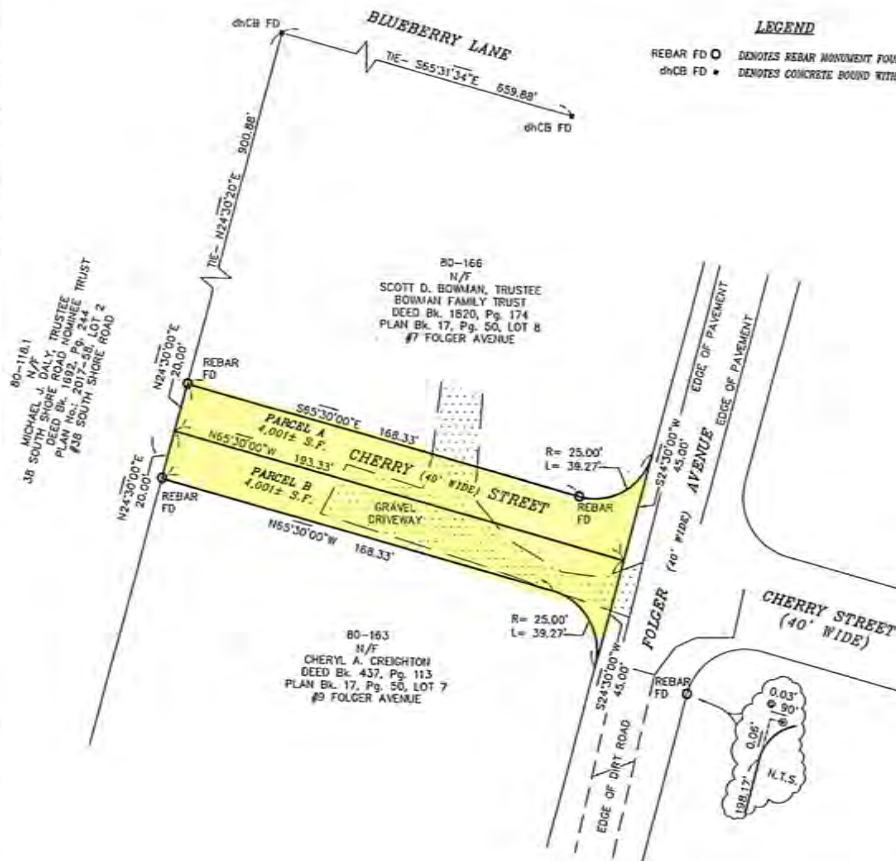
PLANNING BOARD ENDORSEMENT DOES NOT CONSTITUTE A DETERMINATION OF CONFORMANCE UNDER ZONING.

Nantucket Planning Board

APPROVAL UNDER THE SUBDIVISION CONTROL LAW NOT REQUIRED

John F. P.
William P.
Robert P.
Lee

11-15-2021 P.S. 2021-12-10222
DATE SIGNED FILE #



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.



TOWN OF NANTUCKET

*Quarterly Financial Report
Second Fiscal Quarter Ended
December 31, 2021*



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Financial Highlights

General Fund Revenues

Second quarter General Fund ⁽¹⁾ revenues were \$30.7M, representing a \$2.7M (+10%) increase over the second quarter of last year. Real estate and personal property taxes collected continue to be the main drivers behind the quarter-over-quarter increase with \$1.9M (+10%) and \$89K (+23%), respectively. The Local Meals tax was up \$615,097 (+\$46%) from the same period last year. The Rooms Tax had increased as well with \$293,995 (+5%) over Q2/FY2021 and had substantial increase compared to the first six months of FY2021 ending in \$11,377,166, which represents \$4,253,111 (+60%) more Rooms Tax revenue collected this fiscal year. Revenue from Fees & Rentals saw an increase of +20%, when compared to the second quarter of FY2021. Building Permits in particular were up 46%. Other departmental revenue was down -\$61K (-55%) this quarter. The Revenue collected ended the quarter at 56% of the estimated budgeted revenue for the year.

General Fund Expenses

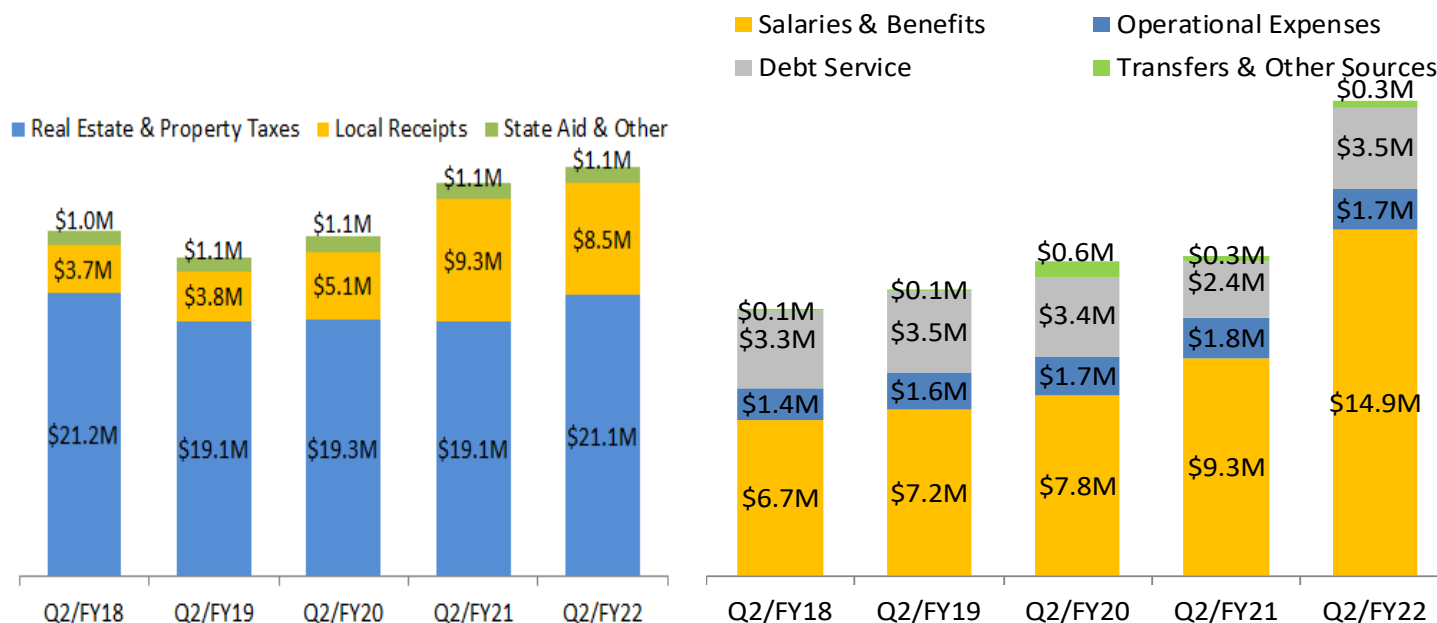
General Fund expenses ended the quarter at \$41.4M with increase of \$8.9M (+27%) over the same quarter in FY2021. The increase is driven by the paid Barnstable Retirement, last fiscal year the retirement was paid in Q3. General Government expenses were up by \$52K (+2%), mainly because of salaries. We had filled new positions in IT and Housing Office. Employee longevity was paid in December as well. School spending increased \$624K (+7%) over the same period last year. Safety & Protection expenses and Maintenance were up +5% and +3%, respectively. There was an increase in Health & Human Services of \$32K (+12%) compared to FY21, that can be attributed to salaries and professional services. Debt Service and Debt Interest were up +57% and +26%, respectively. Overall, the General Fund Expenses ended the quarter at 54% of the Annual Budget.

Second Quarter General Fund Revenues

5-Yr History
(in millions of dollars)

Second Quarter General Fund Expenditures ⁽²⁾

5-Yr History
(in millions of dollars)



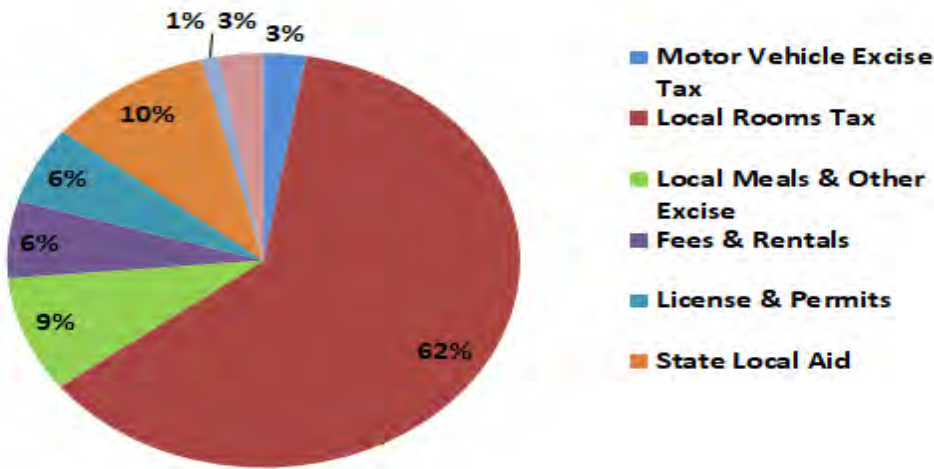
(1) General Fund: general government, safety & protection, marine department, maintenance, human services, culture & recreation, and contractual obligations.

General Fund Revenues

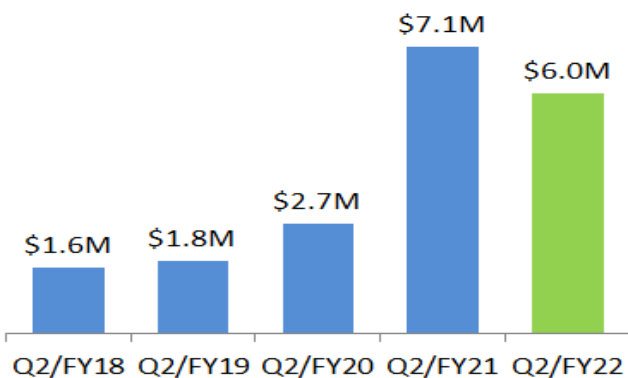
Where does the money come from?

General Fund Revenues ⁽¹⁾

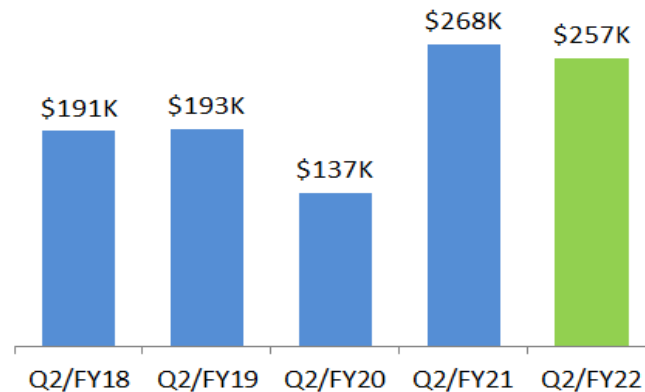
For Fiscal Quarter Ended December 31, 2021



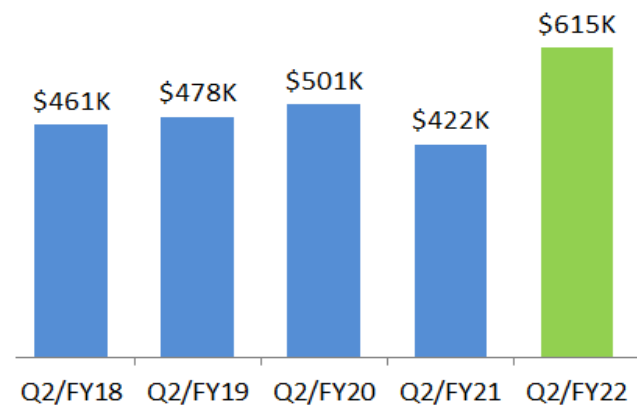
Second Quarter Rooms Tax
(in millions of dollars)



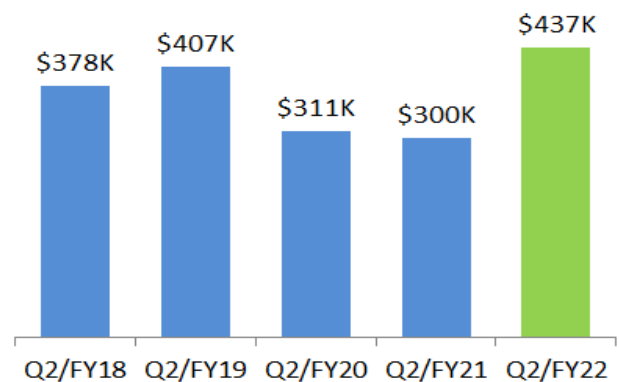
Second Quarter Motor Vehicle Excise Tax
(in thousands of dollars)



Second Quarter Meals Tax
(in thousands of dollars)



Second Quarter Building Permits
(in thousands of dollars)



⁽¹⁾ Excludes real estate and personal property tax revenue

General Fund Revenues

Results for most recent quarter

	Quarter Ended Dec 31		QTR/QTR		FY2022 Budget
	FY2022	FY2021	% Change	\$ Change	Quarter
Real Estate Taxes	\$ 20,624,607	\$18,717,790	10%	\$1,906,817	\$ 23,831,766
Personal Property Taxes	480,536	391,121	23%	89,415	460,852
Excise Taxes					
Motor Vehicle Excise Tax	256,508	268,374	(4%)	(11,866)	562,500
Local Rooms Tax	5,959,387	5,665,392	5%	293,995	2,250,000
Local Meals Tax	615,097	422,289	46%	192,809	87,500
Other - Includes Penalties & Interest	257,509	309,119	(17%)	(51,610)	83,875
Subtotal - Excise Taxes	7,088,502	6,665,173	6%	423,328	2,983,875
Charges for Services	18,023	30,415	(41%)	(12,392)	7,250
Fees & Rentals					
Planning Board Filing Fees	11,522	22,539	(49%)	(11,017)	23,750
Plumbing & Wiring Inspection Fees	114,305	86,053	33%	28,253	33,500
HDC Filing Fees	76,681	83,251	(8%)	(6,571)	53,750
Concession Rental Fees	126,662	62,315	103%	64,347	25,753
Marine Moorings & Docking Fees	158,915	148,179	7%	10,736	37,500
Other	90,954	81,421	12%	9,532	95,375
Subtotal - Fees & Rentals	579,038	483,758	20%	95,280	269,628
License & Permits					
Building Permits	437,167	300,334	46%	136,834	-
Liquor Licenses	86,250	9,600	798%	76,650	22,813
Other	58,367	39,130	49%	19,237	206,025
Subtotal - License & Permits	581,784	349,064	67%	232,721	228,838
State Local Aid					
School Aid	912,534	900,060	1%	12,474	912,535
Other	87,427	78,603	11%	8,824	77,909
Subtotal - State Local Aid	999,961	978,663	2%	21,298	990,444
Fines & Forfeits					
Parking Fines	100,762	112,662	(11%)	(11,900)	58,750
Other	6,745	7,530	(10%)	(785)	-
Subtotal - Fines & Forfeits	107,507	120,192	(11%)	(12,685)	58,750
Investment Income	55,366	59,161	(6%)	(3,795)	62,500
Other Departmental Revenue					
Town Gas Sales	11,844	10,005	18%	1,839	10,750
Off Duty Police and Fire Personnel	26,460	17,460	52%	8,999	15,375
Other Departmental Revenue	12,837	85,033	(85%)	(72,196)	21,625
Subtotal - Other Dept'l Revenue	51,141	112,499	(55%)	(61,358)	47,750
Miscellaneous			na	-	-
Transfer & Other Sources					
Debt Premium	-	-	na	-	-
Indirect Costs	145,575	154,075	(6%)	(8,500)	-
Other	-	-	na	-	8,750
Subtotal - Transfer & Other Sources	145,575	154,075	(6%)	(8,500)	8,750
Total General Fund Revenue	\$ 30,732,039	\$28,061,910	10%	\$2,670,129	\$ 28,950,402

General Fund Revenues

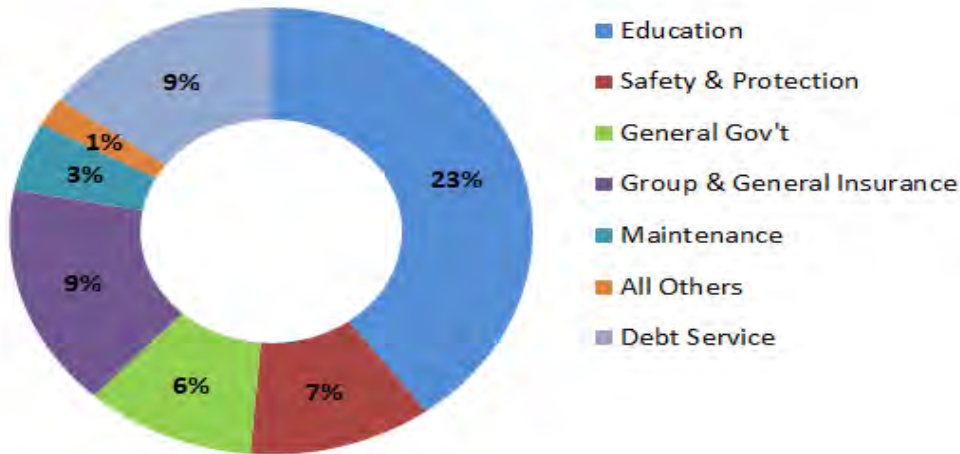
Results for 6 Months Ended December 31, 2021

	Six Months Ended Dec 31		YTD/YTD		FY2022	% of Budget
	FY2022	FY2021	% Change	\$ Change	Budget	
Real Estate Taxes	\$44,701,700	\$41,330,835	8%	\$3,370,865	\$ 95,327,064	47%
Personal Property Taxes	1,072,870	879,055	22%	193,815	1,843,409	58%
Excise Taxes						
Motor Vehicle Excise Tax	893,048	580,904	54%	312,144	2,250,000	40%
Local Rooms Tax	11,377,166	7,124,055	60%	4,253,111	9,000,000	126%
Local Meals Tax	1,219,122	701,405	74%	517,717	350,000	348%
Other - Includes Penalties & Interest	569,308	629,889	(10%)	(60,581)	335,500	170%
Subtotal - Excise Taxes	14,058,644	9,036,252	56%	5,022,392	11,935,500	118%
Charges for Services	56,463	64,497	(12%)	(8,033)	29,000	195%
Fees & Rentals						
Planning Board Filing Fees	32,437	45,627	(29%)	(13,190)	95,000	34%
Plumbing & Wiring Inspection Fees	213,895	169,523	26%	44,373	134,000	160%
HDC Filing Fees	156,180	152,793	2%	3,387	215,000	73%
Concession Rental Fees	210,592	141,612	49%	68,980	103,012	204%
Marine Moorings & Docking Fees	176,130	170,831	3%	5,299	150,000	117%
Other	249,860	158,945	57%	90,915	381,500	65%
Subtotal - Fees & Rentals	1,039,094	839,332	24%	199,762	1,078,512	96%
License & Permits						
Building Permits	734,768	504,004	46%	230,763	-	na
Liquor Licenses	98,250	43,255	127%	54,995	91,250	108%
Other	117,418	135,862	(14%)	(18,444)	824,100	14%
Subtotal - License & Permits	950,435	683,121	39%	267,314	915,350	104%
State Local Aid						
School Aid	1,825,068	1,800,120	1%	24,948	3,650,139	50%
Other	111,315	157,799	(29%)	(46,485)	311,635	36%
Subtotal - State Local Aid	1,936,383	1,957,919	(1%)	(21,537)	3,961,774	49%
Fines & Forfeits						
Parking Fines	279,160	154,507	81%	(11,900)	235,000	119%
Other	18,345	19,788	(7%)	(785)	-	na
Subtotal - Fines & Forfeits	297,505	174,294	71%	123,210	235,000	127%
Investment Income	104,964	131,453	(20%)	(26,488)	250,000	42%
Other Departmental Revenue						
Town Gas Sales	28,984	25,856	12%	3,129	43,000	67%
Off Duty Police and Fire Personnel	40,277	48,224	(16%)	(7,947)	61,500	65%
Other Departmental Revenue	200,432	207,434	(3%)	(7,002)	86,500	232%
Subtotal - Other Dept'l Revenue	269,693	281,514	(4%)	(11,821)	191,000	141%
Miscellaneous			na	-		na
Transfer & Other Sources						
Debt Premium	-	-	na	-	-	na
Indirect Costs	291,150	308,150	(6%)	-	-	na
Other	-	-	na	-	35,000	-
Subtotal - Transfer & Other Sources	291,150	308,150	(6%)	(17,000)	35,000	832%
Total General Fund Revenue	\$64,778,900	\$55,686,421	16%	\$9,092,479	\$ 115,801,609	56%

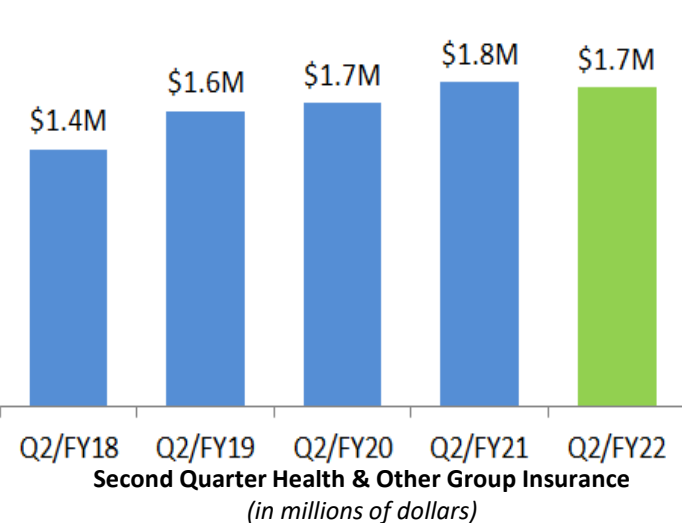
General Fund Expenses

Where does the money go?

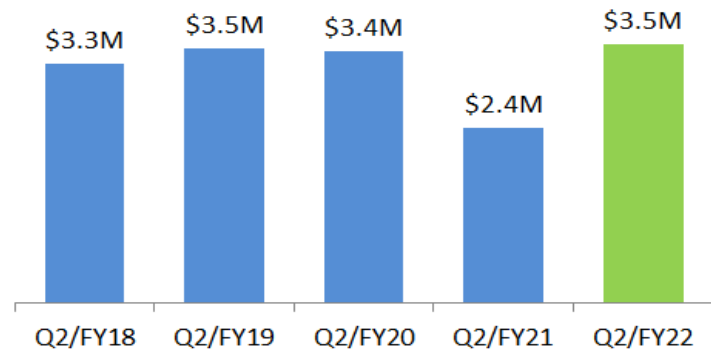
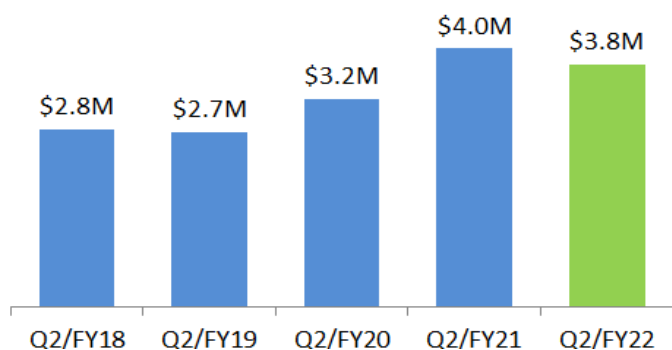
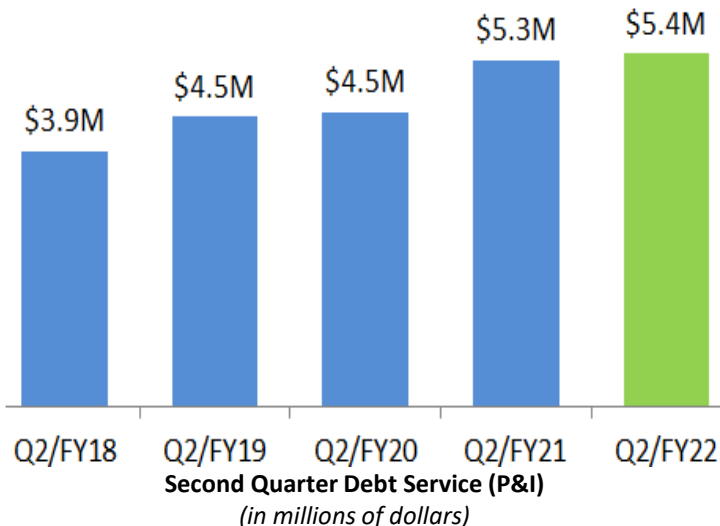
General Fund Expenses
For Fiscal Quarter Ended December 31, 2021



Second Quarter Operational Expenses ⁽¹⁾
(in millions of dollars)



Second Quarter Salary Expenses ⁽²⁾
(in millions of dollars)



⁽¹⁾ Excludes Debt Service, Transfers and State Assessments, which are subject to timing differences

⁽²⁾ Excludes Health Insurance & Other Group Insurance, Pension Costs and Contractual Obligations.

General Fund Expenses

Results for most recent quarter

	Quarter Ended Dec 30		QTR/QTR		FY2022 Budget
	FY2022	FY2021	% Change	\$ Change	Quarter
General Government					
Finance Committee	\$ -	\$ -	na	\$ -	\$ 4,670
Finance & Operations	587,511	523,740	12%	63,772	595,043
Human Resources	116,623	85,508	36%	31,115	154,485
Information Systems / GIS	539,652	319,735	69%	219,918	339,554
Legal / Town Counsel	78,427	257,746	(70%)	(179,319)	106,614
Moderator	-	-	na	-	421
Planning & Land Use Services	495,997	541,544	(8%)	(45,548)	534,214
Town Administration	363,562	396,013	(8%)	(32,451)	526,013
Housing Office	32,412	-	na	32,412	121,250
Natural Resources	209,523	243,511	(14%)	(33,988)	235,594
Town Clerk	82,612	86,558	(5%)	(3,946)	91,063
Subtotal	\$ 2,506,320	\$ 2,454,356	2%	\$ 51,964	\$ 2,708,921
Safety & Protection					
Emergency Management	\$ 3,633	\$ -	na	3,633	2,000
Fire Department	804,632	863,426	(7%)	(58,795)	801,349
Police & Animal Control	1,852,149	1,676,193	10%	175,956	1,856,192
Street Lighting	29,177	28,611	2%	566	41,250
Subtotal	\$ 2,689,590	\$ 2,568,231	5%	\$ 121,359	\$ 2,700,790
Marine & Coastal Resources					
Marine Department	\$ 174,111	\$ 168,256	3%	5,855	290,919
Subtotal	\$ 174,111	\$ 168,256	3%	\$ 5,855	\$ 290,919
Maintenance					
Gas / Town Vehicles	\$ 70,456	\$ 33,772	109%	36,684	95,030
Mosquito Control	46,500	18,500	151%	28,000	43,179
Public Buildings	343,304	294,075	17%	49,229	327,692
Public Works	708,598	789,442	(10%)	(80,844)	886,402
Snow & Ice Removal	3,421	4,359	(22%)	(938)	20,650
Subtotal	\$ 1,172,279	\$ 1,140,149	3%	\$ 32,131	\$ 1,372,953
Health & Human Services					
Health & Human Services	\$ 306,534	\$ 274,114	12%	32,420	272,161
Subtotal	\$ 306,534	\$ 274,114	12%	\$ 32,420	\$ 272,161
Culture & Recreation					
Atheneum	\$ 191,521	\$ 186,850	2%	4,671	191,521
Town Clock	1,718	128	1,241%	1,590	1,175
Visitor Services	77,047	67,234	15%	9,813	116,334
Subtotal	\$ 270,286	\$ 254,213	6%	\$ 16,074	\$ 309,030
Other Expenditures					
Debt Service Principal	\$ 2,651,075	\$ 1,688,000	57%	963,075	1,583,516
Debt Service Interest	891,819	707,374	26%	184,445	856,091
Group Insurance	3,762,391	4,010,586	(6%)	(248,195)	3,833,998
General Insurance	58,318	246,884	(76%)	(188,566)	624,702
Retirement Assessment	5,666,710	-	na	5,666,710	1,451,422
Cherry Sheet Assessments	254,092	259,207	(2%)	(5,115)	253,201
Contractual Obligations	-	-	na	-	100,000
Intergovernmental-SWEF	6,502,995	6,343,105	3%	159,890	1,625,749
Intergovernmental-OIH	5,000,000	3,500,000	43%	1,500,000	1,250,000
Intergovernmental- Cumm School	500,000	550,000	(9%)	(50,000)	125,000
Education	8,958,412	8,334,221	7%	624,191	8,219,247
Subtotal	\$34,245,812	\$25,639,378	34%	\$8,606,435	\$ 19,922,926
Total General Fund Expenses	\$41,364,933	\$32,498,695	27%	\$8,866,237	\$ 27,577,699

General Fund Expenses

Results for 6 Months Ended December 31, 2021

	Six Months Ended Dec 30		YTD/YTD		FY22 Budget	% of
	FY2022	FY2021	% Change	\$ Change	Annual	Budget
General Government						
Finance Committee	\$ 180	\$ -	na	\$ 180	\$ 18,680	1%
Finance & Operations	1,032,669	1,003,433	3%	29,235	2,380,174	43%
Human Resources	205,235	172,592	19%	32,642	617,939	33%
Information Systems / GIS	805,144	805,793	(0%)	(649)	1,358,215	59%
Legal / Town Counsel	145,348	306,587	(53%)	(161,238)	426,456	34%
Moderator	-	-	na	-	1,683	-
Planning & Land Use Services	879,551	954,099	(8%)	(74,548)	2,136,856	41%
Town Administration	719,821	759,190	(5%)	(39,369)	2,104,053	34%
Housing Office	32,412	-	na	32,412	485,000	7%
Natural Resources	400,898	441,821	(9%)	(40,924)	942,374	43%
Town Clerk	188,244	157,227	20%	31,017	364,253	52%
Subtotal	\$ 4,409,501	\$ 4,600,743	(4%)	\$ (191,241)	\$ 10,835,683	41%
Safety & Protection						
Emergency Management	\$ 3,633	\$ -	na	3,633	8,000	45%
Fire Department	1,508,714	1,562,556	(3%)	(53,842)	3,205,394	47%
Police & Animal Control	3,226,291	3,150,533	2%	75,758	7,424,766	43%
Street Lighting	47,409	45,122	5%	2,287	165,000	29%
Subtotal	\$ 4,786,046	\$ 4,758,211	1%	\$ 27,835	\$ 10,803,160	44%
Marine & Coastal Resources						
Marine Department	\$ 731,338	\$ 770,328	(5%)	(38,990)	1,163,676	63%
Subtotal	\$ 731,338	\$ 770,328	(5%)	\$ (38,990)	\$ 1,163,676	63%
Maintenance						
Gas / Town Vehicles	\$ 126,157	\$ 119,835	5%	6,321	380,119	33%
Mosquito Control	69,500	64,500	8%	5,000	172,714	40%
Public Buildings	442,336	621,345	(29%)	(179,009)	1,310,769	34%
Public Works	1,170,871	1,439,204	(19%)	(268,332)	3,545,609	33%
Snow & Ice Removal	5,195	4,359	19%	836	82,600	6%
Subtotal	\$ 1,814,060	\$ 2,249,243	(19%)	\$ (435,184)	\$ 5,491,810	33%
Health & Human Services						
Health & Human Services	\$ 557,947	\$ 472,661	18%	85,287	1,088,644	51%
Subtotal	\$ 557,947	\$ 472,661	18%	\$ 85,287	\$ 1,088,644	51%
Culture & Recreation						
Atheneum	\$ 383,043	\$ 373,700	2%	9,343	766,085	50%
Town Clock	1,861	1,755	6%	107	4,700	40%
Visitor Services	165,374	131,887	25%	33,487	465,336	36%
Subtotal	\$ 550,278	\$ 507,341	8%	\$ 42,936	\$ 1,236,121	45%
Other Expenditures						
Debt Service Principal	\$ 5,778,112	\$ 5,482,136	5%	295,975	6,334,066	91%
Debt Service Interest	1,886,725	1,670,231	13%	216,493	3,424,364	55%
Group Insurance	5,933,668	6,468,631	(8%)	(534,963)	15,335,993	39%
General Insurance	1,928,582	1,730,046	11%	198,536	2,498,809	77%
Retirement Assessment	5,666,710	-	na	5,666,710	5,805,686	98%
Cherry Sheet Assessments	434,219	431,620	1%	2,599	1,012,802	43%
Contractual Obligations	-	-	na	-	400,000	-
Intergovernmental-SWEF	6,502,995	6,343,105	3%	159,890	6,502,995	100%
Intergovernmental-OIH	5,000,000	3,500,000	43%	1,500,000	5,000,000	100%
Intergovernmental- Cumm School	500,000	550,000	(9%)	(50,000)	500,000	100%
Education	12,888,967	12,204,179	6%	684,788	32,876,987	39%
Subtotal	\$46,519,978	\$38,379,949	21%	\$8,140,029	\$ 79,691,702	58%
Total General Fund Expenses	\$59,369,147	\$51,738,475	15%	\$7,630,672	\$ 110,310,797	54%

Capital Investments

Maintaining and improving the infrastructure

Top 15 Capital Projects YTD

Expenditures for Six Months Ended December 31, 2021

ACCOUNT DESCRIPTION	YTD EXPENDED
A10'22RE&RESTRCTS AHTF TAX/REV	1,200,000.00
A37'20AHTF NBRHOOD1ST PROPACQU	1,100,000.00
A10'22 ISLAND-WIDE ROADS	972,057.50
A10'20 INFRA 6FG&WAITT	773,137.76
A10/'19 6FG AREA IMPROVEMENTS	603,841.94
A10'21 PHASED SIDEWALK IMPROVE	381,931.50
A10'19 SSIDE AREA ROADS	235,892.30
A10'20 COASTAL RESILNCY PLANNG	222,740.68
A10'22 GRNDWATER PFAS FIND&FIX	215,908.81
A10/2017 NOBADEER FIELDHOUSE	213,386.53
A14'22 NOBAD FIELDHOUSE SPPLMN	160,100.83
A10'20 SEASONL EMP HSING MAINT	145,926.73
A10'20 INDSTRY RD LAYUP YARD	144,215.00
A10/2016 ALTER ACCESS BAXTER R	134,281.30
A10/2017 IN-TOWN SUP #1	115,615.90

Financing Activity

How much do we owe?

The Town's Credit Rating

- External credit ratings have a direct influence on the Town's ability to:
 - Minimize borrowing costs
 - Successfully borrow funds to complete the improvement and construction of long-term assets and the Town's infrastructure
- In October 2018, Moody's affirmed the Town's rating of AAA- the highest rating on the municipal credit rating scale - and reaffirmed a positive outlook.
- In October 2016, Standard & Poor's initiated coverage on the Town of Nantucket's general obligation debt in a report establishing a AA rating. There has been no new rating since this initial report.

Type of Bond Issued	Moody's Rating	Standard & Poor's Rating
General Obligation	AAA	AA

Investment Report

How safe is our money?

Equity Markets - Review

In the final quarter of the Fiscal Year, U.S. Equity markets continued an impressive run higher.

Recent market momentum was based off additional economic stimulus and the expectation for economic recovery.

During the quarter, GDP, unemployment and corporate earnings data showed the recovery had arrived.

Overall for the quarter the S&P 500 returned 8.4%. The 21 Legal List stocks returned 3.1%.

Fixed Income - Review

During this recovery, one ongoing area of concern for investors has been the risk of rising inflation, which increased significantly throughout the quarter.

The Fed has acknowledged recent inflationary data and is continuing to adjust their outlook for future interest rate policy.

Ironically, while short-term interest rates have risen, the longer-term 10 Year Treasury rate has actually fallen since March.

The 10 Year Treasury ended the fiscal year at 1.44% as of June 30th.

Strategy Outlook

As we've seen throughout the Fiscal Year, portfolios with an allocation to Equities benefited from the continued economic recovery. We continue to favor making allocations to Legal List equities for Long Term funds.

Although we saw the 10 Year Treasury rate fall throughout the final quarter, our expectation is for rates to resume their trend higher driven by continued economic improvement, inflationary pressure and eventual changes in the Fed's interest rate outlook.

Advisory Fees - 4/1/2021 – 6/30/2021

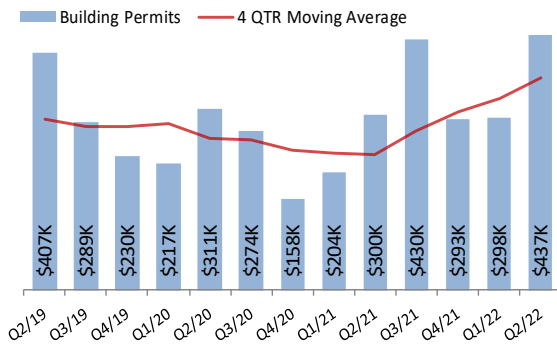
- Pooled Trust: \$7,589.08
- OPEB: \$3,104.14
- Airport Stab: \$109.13

Outlook

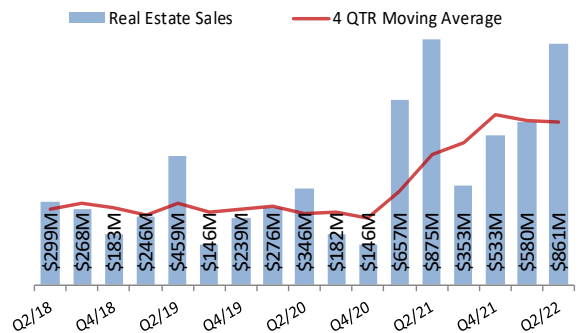
The Muni Watch as of December 31, 2021

	Periods based on fiscal calendar ⁽¹⁾				Trend ⁽²⁾		
Local Receipts	Last Qtr	Qtr/Qtr	LTM	Yr/Yr	3-Mo	LTM	Details
Building Permits	\$437,168	115%	\$1.5M	56%			<i>For Local Receipts categories:</i> - Green if trend is 5% or above - Yellow if trend is between +5% and -10% - Red if trend is below -10%
Rooms Tax	\$5,959,387	5%	\$12.2M	(10%)			
Meals Tax	\$615,097	46%	\$1.4M	62%			
Motor Excise Tax	\$256,508	17%	\$3.6M	91%			
Local Indicators (3)							
Real Estate - Sales (\$M)	\$861M	(2%)	\$2,327M	25%			<i>Real Estate categories:</i> - Green if trend ≥ 0%, Yellow if between 0% and -10%, Red if trend is < 10%
Real Estate - Transactions	226	(24%)	745	16%			
SSA Freight Revenue (\$M)	\$11.0M	12%	\$25M	6%			<i>SSA categories:</i> - Green if trend ≥ 0%, Yellow if between 0% and -3%, Red if trend is < 3%
SSA Nantucket Passengers	230,341	31%	502,067	32%			
GA Airport Landings ⁽⁴⁾	5,432	119%	21,236	42%			<i>Airport:</i> Private aircraft activity. Green if trend ≥ 5%, Yellow if 0% to 5%, Red if < 0%
Nat'l Leading Indicators	Current	3-Mo	12-Mo		3-Mo	LTM	
LIBOR T-Bill Yield Spread	0.11	0.08	0.14%				- Difference between 3mth LIBOR & 3 mth treasury bill (< 0.5% signals stability).
Sr Loan Officer Survey	-18.20	-32.40	37.70%				- Fed Reserve: % of loan officers seeing loan standards tightening for med/large firms (< 10% is positive).
S&P 500 Performance	4,766	4,308	3,755				- S&P 500 index as proxy of performance of risky equity assets. Level > 1950 is positive.
Weekly Initial Claims	199,750	340,500	805,000				- 4-wk average of unemployment insurance initial claims, < 300,000 is positive.

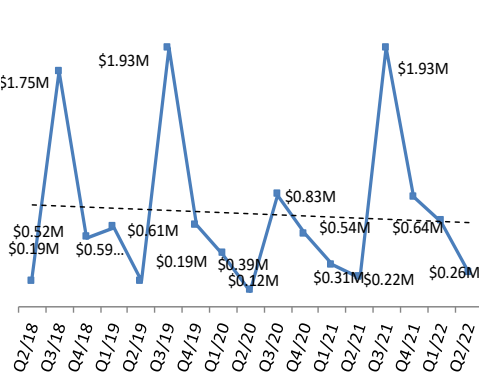
Building Permits - Historicals and Moving Average



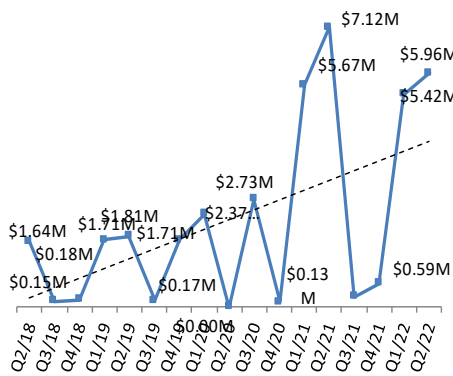
Real Estate Sales - Historicals and Moving Average



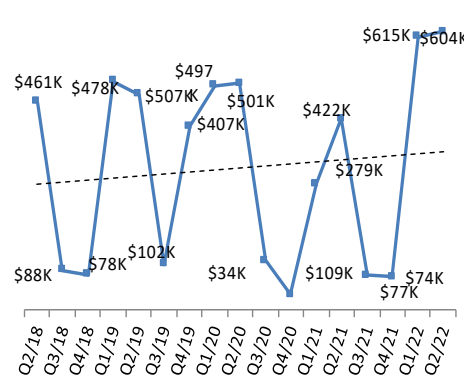
Motor Excise Tax (in millions)



Rooms Tax (in millions)



Meals Tax (in thousands)





Our Island Home Enterprise Fund

Quarterly Financial Report

Second Fiscal Quarter

Ended December 31, 2021



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Our Island Home Expense Detail.....	6

Our Island Home Financial Highlights

Our Island Home Revenues

Total revenue for the second quarter of FY2022 was \$834,031. This represents a decrease of -77% when compared to the same quarter last year, but the reason for this substantial difference is received Prior Year CPE receipts for the amount of \$2,822,647 in Q2/FY2021. If we don't take into consideration the CPE receipts the revenue is down -\$13K (-2%). We can attribute the decrease to lower census and reduced Medicare admissions/patient revenue. The Revenue ended the quarter at 50% of the estimated budgeted revenue for the year.

Our Island Home Expenses

Expenses for the second quarter of FY2022 were up 39% (+\$688K) compared to the same quarter last fiscal year and represent 42% of annual budgeted expenses. The significant increase is driven by paid Barnstable Retirement of \$664K this quarter, last fiscal year the retirement was paid in Q3. The most notable decrease in expenses is from professional services -\$53K (-25%). Utilities and medical supplies expenses increased over Q2/FY2021 by +\$4K and \$3K, respectively.

Our Island Home Summary

TOWN OF NANTUCKET
OUR ISLAND HOME - ENTERPRISE FUND
Operating Revenue and Expenditures for Six Months Ended Dec 31, 2021

	Budget	Six Months Ended Dec 31		
	FY2022	FY2022	Actuals	FY2021 Actuals
Revenue	\$ 3,789,850	\$ 1,897,726	\$	4,752,947
Expenses	8,808,782	3,756,537		3,110,110
Net Earnings	(5,018,932)	(1,858,810)		1,642,837
Transfer from Retained Earnings	-	-		1,500,000
NET EARNINGS	\$ (5,018,932)	\$ (1,858,810)	\$	3,142,837
Retained Earnings				
OTHER SOURCES/USES:				
General Fund Subsidy	\$ 5,000,000	\$ 5,000,000	\$	3,500,000
Encumbrance Carryforwards	18,932	18,932		21,687
FinCom GF Reserve Fund Transfer	-	-		-
Surplus(Deficit) Including Debt Service and Other Financing Sources	\$ 0	\$ 3,160,122	\$	6,664,524

Certified Retained Earnings as of July 01, 2021

\$ 6,188,036

Plus: Current Surplus as of Dec 31, 2021

3,160,122

Projected Balance as of Dec 31, 2021 ⁽¹⁾⁽²⁾

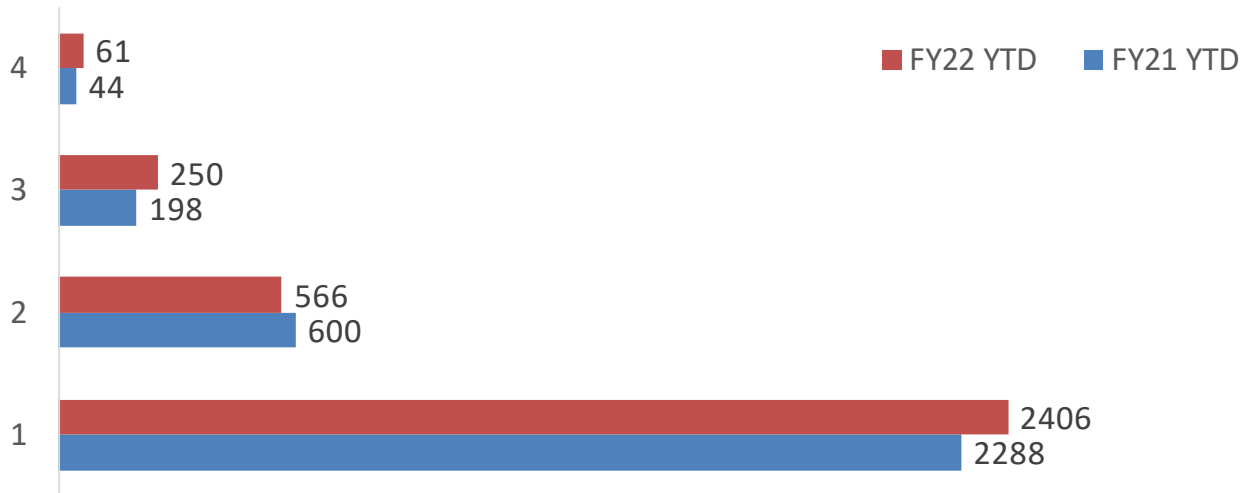
\$ 9,348,158

Our Island Home Revenues

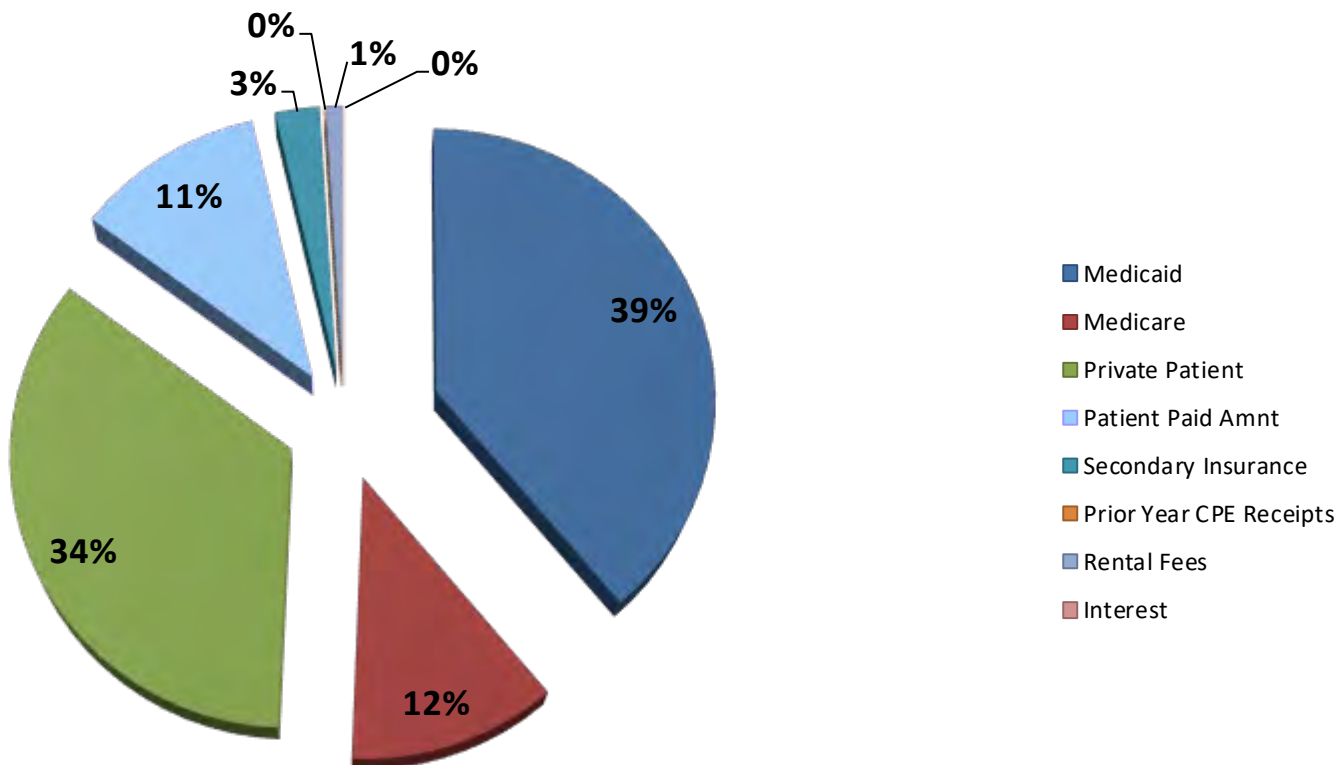
Where does the money come from?

Census Data Per Payor Source

YTD / YTD



FY2022 Revenue Breakdown - YTD Actuals





Our Island Home Revenues

Results for most recent quarter

OIH Revenue for Quarter Ended Dec 31, 2021

REVENUE	Quarter Ended Dec 31		QTR/QTR		FY2022 Budget	
	FY2022 Actuals	FY2021 Actuals	% Change	\$ Change	Quarter	
Medicaid Patient Revenue	\$ 337,208	\$ 397,560	(15%)	\$ (60,352)	\$	462,923
Medicare Revenue	72,466	106,651	(32%)	(34,185)		79,370
Private Patient Income	306,131	194,810	57%	111,321		269,816
Patient Paid Amount	79,236	130,687	(39%)	(51,451)		110,213
Secondary Insurance	27,537	17,355	59%	10,181		25,141
Rental Fees	11,453	-	na	11,453		-
Direct Care Staff Payments	-	-	na	-		-
Prior Year CPE Receipts	-	2,822,647	(100%)	(2,822,647)		-
Bounced Checks	-	-	na	-		-
Interest Earned	-	-	na	-		-
Total Revenue*	\$ 834,031	\$ 3,669,711	(77%)	\$ (2,835,680)	\$	947,463
OTHER FINANCING SOURCES						
	FY2022 Actuals	FY2021 Actuals	% Change	\$ Change		QTR Budget
General Fund Subsidy	\$ -	\$ -	na	-		-
Voted Use of Certified Retained Earnings - Operations	-	-	na	-		-
FinCom Transfer	-	-	na	-		-
FY2021 Encumbrance Carryforward	3,286	-	na	3,286		-
Total Other Financing Sources	\$ 3,286	\$ -	na	\$ 3,286	\$	-
TOTAL REVENUE AND OTHER FINANCIAL SOURCES	\$ 837,318	\$ 3,669,711	(77%)	\$(2,832,393)	\$	947,463



Our Island Home Revenues

Results for 6 Months Ended December 31, 2021

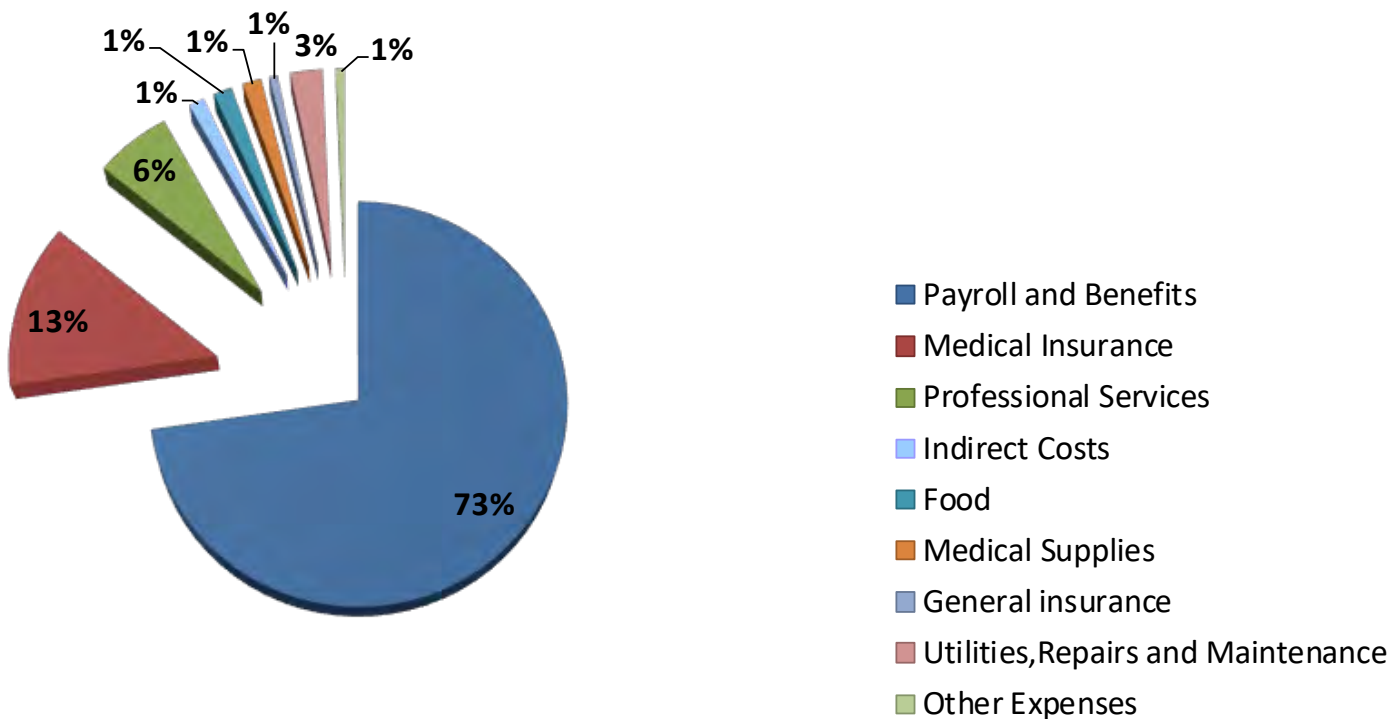
OIH Revenue for Six Months Ended Dec 31, 2021

REVENUE	Six Months Ended Dec 31		YTD/YTD		FY2022 Budget		% of Budget Used
	FY2022 Actuals	FY2021 Actuals	% Change	\$ Change	Annual w/ Carryfwd		
Medicaid Patient Revenue	\$ 738,493	\$ 843,171	(12%)	\$ (104,678)	\$ 1,851,691		40%
Medicare Revenue	222,649	177,990	25%	44,659	317,480		70%
Private Patient Income	654,889	638,090	3%	16,799	1,079,264		61%
Patient Paid Amount	213,427	237,701	(10%)	(24,274)	440,850		48%
Secondary Insurance	49,664	33,348	49%	16,317	100,565		49%
Rental Fees	18,604	-	na	18,604	-		na
Direct Care Staff Payments	-	-	na	-	-		na
Prior Year CPE Receipts	-	2,822,647	(100%)	(2,822,647)	-		na
Bounced Checks	-	-	na	-	-		na
Interest Earned	-	-	na	-	-		na
Total Revenue*	\$ 1,897,726	\$ 4,752,947	(60%)	\$ (2,855,221)	\$ 3,789,850		50%
OTHER FINANCING SOURCES							
	FY2022 Actuals	FY2021 Actuals	% Change	\$ Change	Annual Budget		Budget Used
General Fund Subsidy	\$ 5,000,000	\$ 3,500,000	43%	\$ 1,500,000	\$ 5,000,000		100%
Voted Use of Certified Retained Earnings - Operations	-	-	na	-	-		na
FinCom Transfer	-	-	na	-	-		na
FY2021 Encumbrance Carryforward	18,932	21,687	(13%)	(2,755)	18,932		100%
Total Other Financing Sources	\$ 5,018,932	\$ 3,521,687	43%	\$ 1,497,245	\$ 5,018,932		100%
TOTAL REVENUE AND OTHER FINANCIAL SOURCES	\$ 6,916,658	\$ 8,274,634	(16%)	\$ (1,357,976)	\$ 8,808,782		79%

Our Island Home Expenses

Where does the money go?

FY2022 Expenses Breakdown - YTD Actuals





Our Island Home Expenses

Results for most recent quarter

OIH Operating Expenses for Quarter Ended Dec 31, 2021

OPERATING EXPENSES WITHOUT DEBT	Quarter Ended Dec 31		QTR/QTR		FY2022 Budget
	FY2022 Actuals	FY2021 Actuals	% Change	\$ Change	Quarter
Payroll - Salary \$	1,171,718	\$ 1,038,443	13%	\$ 133,275	\$ 1,137,590
Medicare P/R Tax Expense	16,369	14,415	14%	1,955	13,961
Medical Insurance	283,532	320,411	(12%)	(36,879)	333,463
Barnstable County Retirement	663,618	-	na	663,618	159,982
Contractual Obligations	-	-	na	-	72,472
Utilities	32,063	28,375	13%	3,688	41,767
Repairs & Maintenance	22,323	20,460	9%	1,863	15,242
Food	27,343	31,528	(13%)	(4,185)	36,563
Professional Services	157,149	210,442	(25%)	(53,294)	259,965
Medical Supplies	32,346	28,927	12%	3,420	34,501
General Insurance	-	20,096	(100%)	(20,096)	24,668
Other Supplies	9,606	13,186	(27%)	(3,580)	15,670
Indirect Costs	23,075	23,075	(0%)	(0)	23,075
Other	3,872	5,932	(35%)	(2,059)	33,278
Transfer to Capital	-	-	na	-	-
Total Expenditures - Excluding Debt Service	\$ 2,443,016	\$ 1,755,289	39%	\$ 687,727	\$ 2,202,195
DEBT SERVICE	FY2022 Actuals	FY2021 Actuals	% Change	\$ Change	QTR Budget
Principal \$	-	\$ -	na	-	\$ -
Interest	13,861	-	na	13,861	-
Issuance Costs	-	-	na	-	-
BAN Costs, Principal, Interest	-	-	na	-	-
Other	-	-	na	-	-
Total Debt Service	\$ 13,861	\$ -	na	\$ 13,861	\$ -
TOTAL OPERATING EXPENSES AND DEBT SERVICE	\$ 2,456,878	\$ 1,755,289	40%	\$ 701,588	\$ 2,202,195



Our Island Home Expenses

Results for 6 Months Ended December 31, 2021

OIH Operating Expenses for Six Months Ended Dec 31, 2021

OPERATING EXPENSES WITHOUT DEBT	Six Months Ended Dec 31		YTD/YTD		FY2022 Budget		% of Budget Used
	FY2022 Actuals	FY2021 Actuals	% Change	\$ Change	Annual w/ Carryfwd		
Payroll - Salary	\$ 2,028,274	\$ 1,859,766	9%	\$ 168,508	\$ 4,550,360		45%
Medicare P/R Tax Expense	28,283	25,811	10%	2,471	55,843		51%
Medical Insurance	492,897	582,916	(15%)	(90,019)	1,333,853		37%
Barnstable County Retirement	663,618	-	na	663,618	639,928		104%
Contractual Obligations	-	-	na	-	289,886		0%
Utilities	65,929	56,105	18%	9,824	167,070		39%
Repairs & Maintenance	29,995	41,390	(28%)	(11,395)	60,967		49%
Food	55,463	59,239	(6%)	(3,775)	146,250		38%
Professional Services	227,483	342,106	(34%)	(114,623)	1,039,861		22%
Medical Supplies	54,851	43,146	27%	11,705	138,004		40%
General Insurance	24,056	20,096	20%	3,960	98,670		24%
Other Supplies	18,597	22,751	(18%)	(4,154)	62,680		30%
Indirect Costs	46,150	46,150	0%	0	92,300		50%
Other	7,079	10,634	(33%)	(3,555)	133,110		5%
Transfer to Capital	-	-	na	-	-		na
Total Expenditures - Excluding Debt Service	\$ 3,742,675	\$ 3,110,110	20%	\$ 632,565	\$ 8,808,782		42%
DEBT SERVICE	FY2022 Actuals	FY2021 Actuals	% Change	\$ Change	Annual Budget	Budget Used	
Principal	\$ -	\$ -	na	\$ -	\$ -		na
Interest	13,861	-	na	13,861	-		na
Issuance Costs	-	-	na	-	-		na
BAN Costs, Principal, Interest	-	-	na	-	-		na
Other	-	-	na	-	-		na
Total Debt Service	\$ 13,861	\$ -	na	\$ 13,861	\$ -		na
TOTAL OPERATING EXPENSES AND DEBT SERVICE	\$ 3,756,537	\$ 3,110,110	21%	\$ 646,427	\$ 8,808,782		43%



Solid Waste Enterprise Fund

Quarterly Financial Report

Second Fiscal Quarter

Ended December 31, 2021



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Solid Waste Financial Highlights

Solid Waste Revenues

The revenue for the second quarter of FY2022 was almost the same as last year's second quarter receiving \$752,048, an increase of only \$1,870. Tipping fees were up only \$1,827. The income from Landfill fees collected decreased over the same quarter in FY2021 with -6%. The Revenue ended the quarter at 47% of the estimated budgeted revenue for the year.

Solid Waste Expenses

The total Expenditures, excluding Debt Service, for the second quarter are higher +\$649K (+23%) compared to Q2/FY21 and represented 49% of the annual budget. Freight and Other expenses were down over last year's quarter with -41% and -39%, respectively. Professional Services Collection & Disposal increased significantly +\$728K (+41%). Debt service principal increased +17% over the same quarter in FY2021, but is consistent with Debt schedule.

Solid Waste Summary

TOWN OF NANTUCKET				
SOLID WASTE ENTERPRISE FUND				
Operating Revenue and Expenses for Three Months Ended Dec 31, 2021				
	Budget	Six Months Ended Dec 31		
	FY2022	FY2022	FY2021	
Revenue	\$ 3,530,000	\$ 1,648,736	\$ 1,445,834	
Expenses	11,006,795	5,368,464	5,094,211	
Gross Earnings	(7,476,795)	(3,719,728)	(3,648,377)	
Transfer from Retained Earnings	932,198	932,198	1,358,530	
Net Earnings	\$ (6,544,597)	\$ (2,787,530)	\$ (2,289,847)	
Retained Earnings				
Net Sources (Uses)				
General Fund Subsidy - Override	-	-	-	
General Fund Subsidy - Tax Levy	-			
General Fund Subsidy	6,502,995	6,502,995	6,343,105	
Authorized use of free cash				
General Fund Subsidy - Shortfall Raised on Recap				
Encumbrance Carryforwards	41,602	-	430,673	
FinCom GF Reserve Fund Transfer				
Surplus (Deficit)	\$ (0)	\$ 3,715,465	\$ 4,483,931	
Certified Retained Earnings as of July 01, 2021	\$ 722,202			
Plus: Current Surplus as of Dec 31, 2021	\$ 3,715,465			
Projected Balance as of Dec 31, 2021 (1)(2)	\$ 4,437,667			

Solid Waste Revenues

Where does the money come from?

YTD Revenue Breakdown (in thousands)

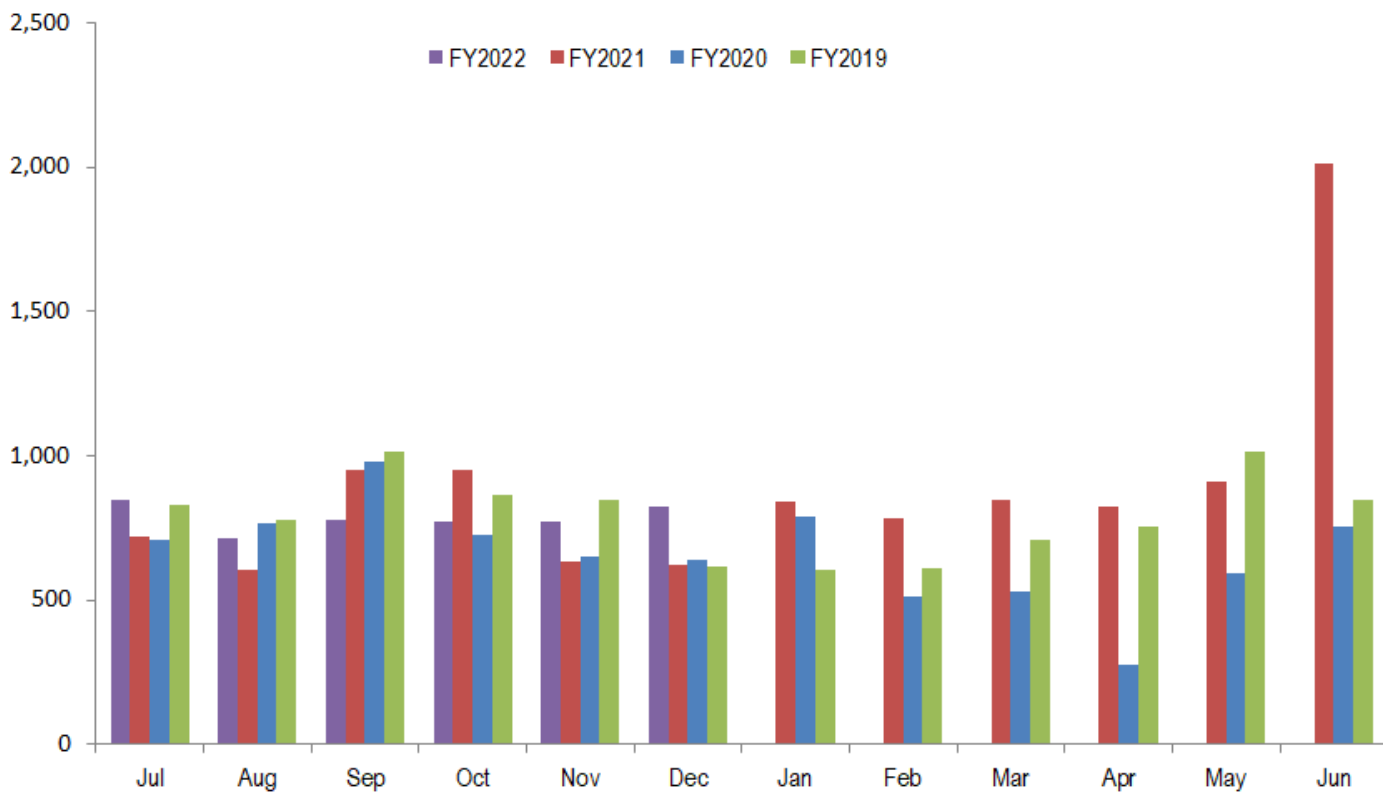
■ Landfill Fees ■ Tipping Fees



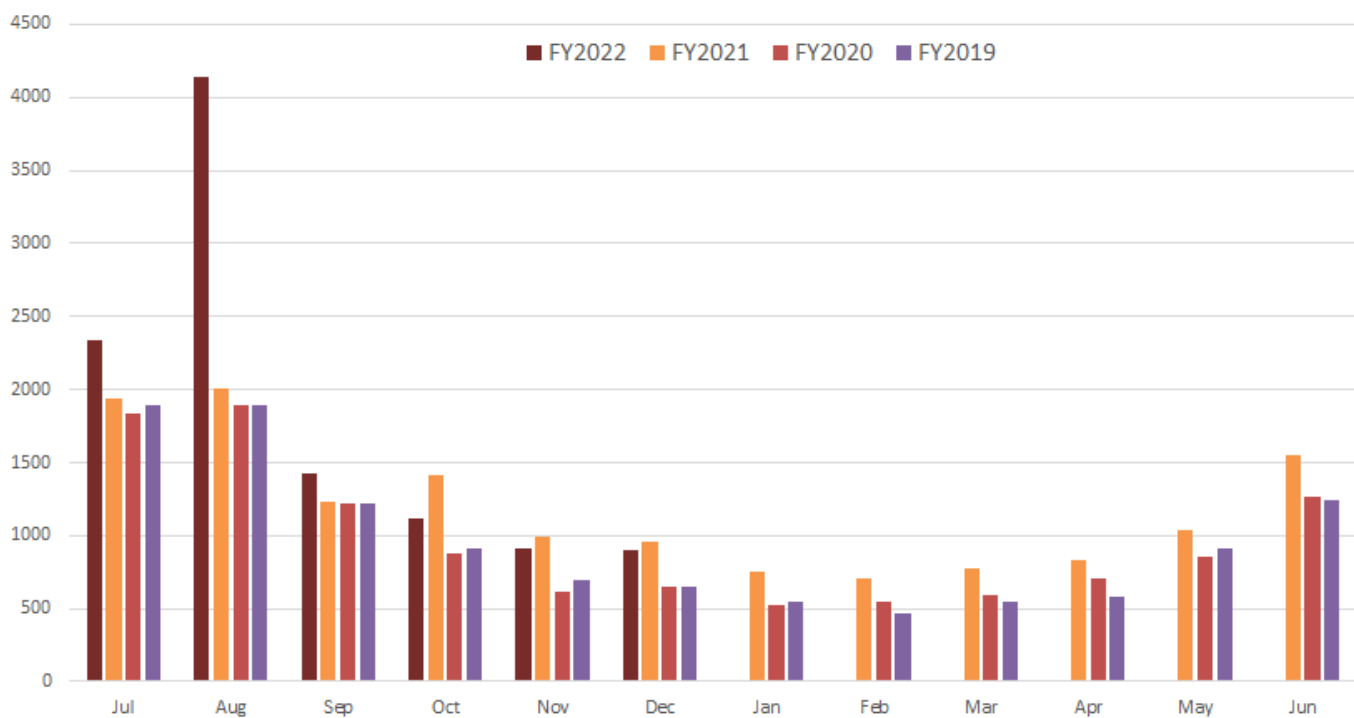
Solid Waste Revenues

Where does the money come from?

Month-Over-Month C&D Volume (in thousands of tons)



Month-Over-Month MSW/Compostable Waste Volume (in thousands of tons)





Solid Waste Revenues

Operating Revenue for Quarter Ended Dec 31, 2021

REVENUE	Quarter Ended Dec 31		QTR/QTR		FY2022 Budget
	FY2022	FY2021	\$ Change	% Change	QUARTER
Landfill Fees	\$ 3,362	\$ 3,559	\$ (197)	(6%)	\$ 100,000
Tipping Fees	748,685	746,859	1,827	0%	782,500
Debt Premium	-	-	-	na	-
Miscellaneous Revenues	1	(239)	240	(100%)	-
Total Revenue*	\$752,048	\$750,178	\$ 1,870	0%	\$ 882,500

OTHER FINANCING SOURCES	FY2022	FY2021	\$ Change	% Change	QUARTER
General Fund Subsidy - Override	\$ -	\$ -	\$ -	na	\$ -
General Fund Subsidy	-	-	-	na	-
General Fund Subsidy	-	-	-	na	1,625,749
General Fund Subsidy - Shortfall Raised on Recap	-	-	-	na	-
Voted Use of Certified Retained Earnings - Operations	-	-	-	na	-
Voted Use of Certified Free Cash - Operations	-	-	-	na	-
Encumbrance Carryforwards	-	-	-	na	-
Total Other Financing Sources	\$ -	\$ -	\$ -	na	\$ 1,625,749

Total Revenue and Other Financing Sources	\$752,048	\$750,178	\$ 1,870	0%	\$ 2,508,249
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Solid Waste Revenues

Operating Revenue for Six Months Ended Dec 31, 2021

REVENUE	Six Months Ended Dec 31		YTD/YTD		FY2022 Budget	% of Budget Used
	FY2022	FY2021	\$ Change	% Change	Annual w/ Carryfwd	
Landfill Fees	\$ 33,049	\$ 17,768	\$ 15,281	86%	\$ 400,000	8%
Tipping Fees	1,575,685	1,428,293	147,392	10%	3,130,000	50%
Debt Premium	-	-	-	na	-	na
Miscellaneous Revenues	40,003	(227)	40,229	(17,739%)	-	na
Total Revenue*	\$ 1,648,736	\$ 1,445,834	\$ 202,902	14%	\$ 3,530,000	47%

OTHER FINANCING SOURCES	FY2022	FY2021	\$ Change	% Change	Annual w/ Carryfwd	
General Fund Subsidy - Override	\$ -	\$ -	\$ -	na	\$ -	na
General Fund Subsidy	6,502,995	6,343,105	\$ 159,890		-	na
General Fund Subsidy			-	na	6,502,995	0%
General Fund Subsidy - Shortfall Raised on Recap	-	-	-	na	-	na
Voted Use of Certified Retained Earnings - Operations	-	-	-	na	932,198	0%
Voted Use of Certified Free Cash - Operations	-	-	-	na	-	na
Encumbrance Carryforwards	-	430,673	(430,673)	(100%)	41,602	0%
Total Other Financing Sources	\$ 6,502,995	\$ 6,773,778	\$ (270,783)	(4%)	\$ 7,476,795	87%

Total Revenue and Other Financing Sources	\$8,151,731	\$8,219,611	\$ (67,881)	(1%)	\$ 11,006,795	74%
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Solid Waste Expenses

Operating Expenses for Quarter Ended Dec 31, 2021

OPERATING EXPENDITURES WITHOUT DEBT	Quarter Ended Dec 31		QTR/QTR		FY2022 Budget
	FY2022	FY2021	\$ Change	% Change	Quarter
Payroll - Salary	\$ 48,656	-	\$ 48,656	na	52,902
Medicare P/R Tax Expense	634	-	634	na	684
Medical Insurance	8,192	-	8,192	na	16,500
Barnstable County Retirement	-	-	-	na	-
Utilities	125,953	77,989	47,964	62%	96,753
Repair & Maintenance	-	-	-	na	56,125
Prof. Services - Collection & Disposal	2,494,836	1,766,997	727,838	41%	1,709,635
Prof. Services - Recycle / MRF	399,117	332,438	66,679	20%	211,250
Freight	342,417	576,364	(233,948)	(41%)	524,234
General Insurance	-	-	-	na	-
Indirect Costs	28,750	28,750	0	0%	28,750
Other (Contingency)	26,535	43,209	(16,674)	(39%)	44,213
Total Expenses - Excluding Debt Service	\$ 3,475,090	\$ 2,825,747	\$ 649,343	23%	\$ 2,741,046

DEBT SERVICE	FY2022	FY2021	\$ Change	% Change	Quarter
Principal	\$ 33,925	\$ 29,000	\$ 4,925	17%	\$ 8,500
Interest	3,967	4,222	(255)	(6%)	2,153
Issuance Costs	-	-	-	na	-
BAN Costs, Principal, Interest	-	-	-	na	-
Other	-	-	-	na	-
Total Debt Service	\$ 37,892	\$ 33,222	\$ 4,670	14%	\$ 10,653

Total Expenses and Debt Service	\$3,512,981	\$2,858,968	\$ 654,013	23%	\$ 2,751,699
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Solid Waste Expenses

Operating Expenses for Six Months Ended Dec 31, 2021

OPERATING EXPENDITURES WITHOUT DEBT	Six Months Ended Dec 31		YTD/YTD		FY2022 Budget		% of Budget
	FY2022	FY2021	\$ Change	% Change	Annual w/ Carryfwd		
Payroll - Salary	\$ 78,530	\$ -	\$ 78,530	na	\$ 211,609		37%
Medicare P/R Tax Expense	1,048	-	1,048	na	2,735		38%
Medical Insurance	8,192	-	8,192	na	66,000		12%
Barnstable County Retirement	-	-	-	na	-		na
Utilities	126,551	162,301	(35,750)	(22%)	387,013		33%
Repair & Maintenance	-	-	-	na	224,500		0%
Prof. Services - Collection & Disposal	3,719,707	3,107,229	612,478	20%	6,838,538.85		54%
Prof. Services - Recycle / MRF	782,363	678,052	104,311	15%	845,000		93%
Freight	528,946	987,580	(458,634)	(46%)	2,096,936		25%
General Insurance	-	-	-	na	-		na
Indirect Costs	57,500	57,500	(0)	(0%)	115,000		50%
Other (Contingency)	27,735	62,902	(35,167)	(56%)	176,850		16%
							na
Total Expenses - Excluding Debt Service	\$ 5,330,572	\$ 5,055,564	\$ 275,008	5%	\$ 10,964,182		49%
DEBT SERVICE	FY2022	FY2021	\$ Change	% Change	Annual w/ Carryfwd		
Principal	\$ 33,925	\$ 34,000	\$ (75)	(0%)	\$ 34,000		100%
Interest	3,967	4,647	(680)	(15%)	8,613		46%
Issuance Costs	-	-	-	na	-		na
BAN Costs, Principal, Interest	-	-	-	na	-		na
Other	-	-	-	na	-		na
Total Debt Service	\$ 37,892	\$ 38,647	\$ (755)	(2%)	\$ 42,613		89%
Total Expenses and Debt Service	\$5,368,464	\$5,094,211	\$ 274,253	5%	\$ 11,006,795		49%

Summary of Changes to Committee Handbook

Change of Title from “Boards, Commissions & Committees Handbook” to “Committee Handbook” and make the change throughout the Handbook

Throughout the Committee Handbook, addition of dialogue boxes

Grammatical corrections throughout the Handbook

Section 1

- Expanded the various types of public bodies

Section 1, A. Purpose of Handbook

- Updated the number of committees

Section 4, A. Appointments

- Updated to reflect Board’s 2021 Modified Committee Appointment Policy and Procedure

Section 4, F: Restrictions on Members of Committees

- Added sentence about where to find a list of Special Municipal Employees with a link to the website

Section 5, A: Attendance, Recusals and Abstention

- Change of Heading from just Attendance and now includes language on Recusals and Abstentions

Section 5, B: Open Meeting Law

- Addition of language regarding quorum, technology for communication, “revolving door” meetings, advances in technology.

Section 5, C: What is a Meeting?

- Added updated language on how meetings occurred prior to COVID-19 and since then and An Act Extending Certain COVID-19 Measures Adopted During the State of Emergency; this language will be updated if/when changes are made at the state level

Section 5, E: Location and Postings of Meetings

- Clarified how posting of meetings occurs on Nantucket

Section 5, G: Voting

- Clarified language on remote voting and added language about the above-referenced Act

Section 5, I: Meeting Minutes

- Addition of language on when minutes must be created and approved and what minutes must include

TOWN OF NANTUCKET COMMITTEE HANDBOOK



ADOPTED
SEPTEMBER 23, 2009
(UPDATED JUNE 9, 2010; APRIL 2, 2014; JANUARY 29, 2016;
JANUARY 5, 2018; FEBRUARY 23, 2022)

Town of Nantucket Committee Handbook

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Town of Nantucket Committee Handbook

Section 1 - Introduction

Boards, commissions, committees, councils, trusts and work groups (“Committees”) play an important role in the Town of Nantucket’s municipal government. Citizens who serve on a Committee provide a valuable public service to the Town by helping to find ways to address a broad array of issues, challenges, and opportunities facing the community.

A. Purpose of Handbook

As a member of a Committee, citizens become representatives of the Town of Nantucket. This handbook has been prepared to assist members of all Town of Nantucket Committees to fulfill this responsibility by: helping members in understanding their role in Town government; providing information on how Town Committees function; providing information on state and local laws that govern the work of Committees; and providing a code of conduct for members of Committees.

The Town of Nantucket has approximately 40 elected and appointed Committees that combined have around two hundred members. This does not include ad hoc committees, of which the Town may have a number at any given time, created to study a specific issue. Having a clear understanding of the role Committees play in Nantucket’s municipal government will help citizens have a productive and positive experience serving as a volunteer on a Town Committee.

B. Background

The Town of Nantucket is a municipality organized and operated in accordance with Massachusetts General Laws. The Town Charter for the Town of Nantucket dictates the structure of Nantucket’s municipal government and identifies the responsibilities of the various entities that comprise the Town’s government. The Town Charter and Town bylaws can be found on the Town’s website under “Code of the Town of Nantucket” (<https://ecode360.com/11766101>).

The Select Board serves as the executive branch of Nantucket’s municipal government and is responsible for establishing public policies and providing overall direction to the Town’s operations. The Town Manager is responsible for the administration and efficient operations of the Town. The Town Manager directs and supervises Town operations and employees with the aim of achieving the Board’s goals and objectives, while at the same time carrying out the other obligations of Town management established in local, state, and federal law.

Nantucket has a long tradition of citizen involvement in its municipal government. Committees provide an opportunity for citizens to directly participate in their municipal government. The role of a Committee varies depending on its charge. Generally, a Committee fulfills one of the following primary roles: (1) policy setting; (2) advisory; (3) regulatory; or (4) oversight. The majority of Town Committees are advisory committees

Town of Nantucket Committee Handbook

created by the Select Board to gain insight and input from citizens on public policy matters. Whether fulfilling the role of policy setting, policy advisory, regulatory, or oversight, all Committees should consider the present and future best public interest or interests of the Town as a whole in their deliberations.

Section 2 – Code of Conduct

(A Statement of Commitment to the foregoing Code of Conduct is attached hereto and shall be signed by all elected and appointed members of the Town's boards, committees, commissions and councils)

Members of municipal Committees are considered municipal employees under the Conflict of Interest law, subject to the provisions of Chapter 268A of the Massachusetts General Laws (MGL), which is enforced by the State Ethics Commission. This statute assigns personal responsibility to all regular and special municipal employees, including elected and appointed volunteers, in four general categories. These categories include: (1) Community Responsibility; (2) Responsibility to Municipal Administration; (3) Relationship to other Board and Committee Members; and (4) Prohibited Conduct.

All current elected and appointed town and county employees must be provided with a Summary of the Conflict of Interest Law for State Employees within 30 days of election or appointment, and then annually thereafter. All town and county employees are then required to acknowledge in writing that they received the summary.

Requirements of the State Ethics Conflict of Interest Law:

Annual Requirements: Members of a municipal Committee must review the summary of the Conflict of Interest Law, General Laws chapter 268A, and *return the signed acknowledgement of receipt (last page of the summary) to Human Resources, 16 Broad Street*. The summary of the law is intended to help municipal employees understand how the law applies to them. The summary is not a substitute for legal advice, nor does it mention every aspect of the law that may apply in a particular situation.

A summary of the law can be found here: <https://www.mass.gov/service-details/summary-of-the-conflict-of-interest-law-for-municipal-employees>. For a hard copy of the law please visit Human Resources, 16 Broad Street.

Members of a municipal Committee must complete the Conflict of Interest Online Training Program for Municipal Employees **annually** and *return the assessment certificate to Human Resources, 16 Broad Street* by January 30 each year. First year Committee members must complete the assessment within the first 10 days of service.

The Online Training Program for Municipal Employees can be found here: <http://www.mass.gov/ethics/conflict-of-interest-law-online-training-programs.html>. For additional assistance with the website, please visit Human Resources, 16 Broad Street.

Town of Nantucket Committee Handbook

Any questions concerning ethics violations, or the four general categories of responsibility shall be referred to the State Ethics Commission. The State Ethics Commission will provide guidance on whether a disclosure statement should be filed concerning any potential conflict of interest. If such disclosure is required, *appointed* members of a Town Committee shall file a conflict of interest disclosure with the appropriate appointing authority, which is typically the Select Board. If disclosure is required of an elected member of a Town Committee, that member shall file a disclosure statement with the Town Clerk. The State Ethics Commission website www.mass.gov/ethics provides additional information concerning the statute and specific scenarios.

The State Ethics Commission is an independent state agency that administers and enforces the provisions of the conflict of interest law and financial disclosure law.

The citizens and businesses of Nantucket are entitled to fair, ethical and accountable local government that has earned the public's full confidence for integrity. The Town of Nantucket's strong desire to fulfill this mission requires that:

- o Public officials, both elected and appointed, comply with both the letter and spirit of the laws and policies affecting the operations of government;
- o Public officials be independent, impartial and fair in their judgment and actions;
- o Public office be used for the public good and not for personal gain;
- o Public deliberations and processes be conducted in compliance with the Open Meeting Law; and
- o Public deliberations be conducted in an atmosphere of respect and civility.

A. Community and Member Responsibility

1. A member of any Committee shall:

- Realize that the member's basic function is to make policy and provide advice on making policy, and not to administer policy unless expressly provided for by law;
- Realize that the member is one of a team and should abide by, and assist in carrying out, all decisions of the Committee once a decision is made by the Committee;
- Remain well-informed concerning the duties and responsibilities the Committee may have on the state and local level, as well as a member's individual duties and responsibilities;
- Remember that the member represents the entire community at all times;

Town of Nantucket Committee Handbook

- Accept the appointment as a means of unselfish service, and not for the purpose of personal or political benefit;
 - Make all decisions relative to individual appointments based only upon merit, experience, and qualifications, and avoid engaging in political patronage; and
 - Avoid voting on any matter in which the individual member has a conflict of interest, as defined under the Massachusetts Conflict of Interest Law, MGL c. 268A.
 - Must successfully complete online Conflict of Interest Law training annually and submit the completed certificate to Human Resources by January 30.
2. The professional and personal conduct of members must be above reproach and avoid even the appearance of impropriety. Members shall refrain from abusive conduct, harassment, personal charges and or verbal attacks upon the character of other members of Committees, the staff or the public.
 3. Members shall perform their duties in accordance with the processes and rules of order established by the Select Board or the Town Code governing the deliberation of public policy issues, meaningful involvement of the public, and implementation of policy decisions of the Select Board by Town staff.
 4. Members shall prepare themselves for public issues; listen courteously and attentively to all public discussions before the body; and focus on the business at hand. They shall refrain from interrupting other speakers, making personal comments not germane to the business of the body, or otherwise interfering with the orderly conduct of meetings.
 5. Members shall support the maintenance of a positive and constructive work place environment for Town employees and for citizens and businesses dealing with the Town. Members shall recognize their role in dealings with Town staff, as well as Town Staff's role with the Committee, and refrain from creating the perception of inappropriate direction to staff.

B. Responsibility to Municipal Administration

A member of any Town Committee during his/her interactions with the administrative officers of the Town shall:

- Respect the role of professional management as outlined in the Town Charter;
- Recognize and support the administrative chain of command and refuse to act on complaints as an individual outside of the administration;

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- Recognize that binding decisions of a Committee are enforced by administrative officers of the Town; and
- Direct all questions or concerns first to the appropriate Town personnel, then to the Town Manager, and if necessary to the Select Board. This is the most expedient way to resolve issues that need to be addressed; however, be advised that Town officials may not necessarily have jurisdiction over issues concerning elected officials.

C. Relationship to Other Committee Members

A member of any Town Committee, in the member's relations with fellow board members, shall:

1. Recognize that action taken during a public meeting is binding and that a single member alone cannot bind the Committee outside of a public meeting;
2. Not make statements or promises of how the member will vote on matters that come before the Committee until the member has had an opportunity to hear all aspects and sides of the issue during a public meeting;
3. Uphold the intent of the Executive Session and respect the privileged communication that occurs therein;
4. Make decisions only after all facts on a question have been presented and discussed; and
5. Respect the rights of members of the public, Town personnel, and other members of the Committee, despite differences of opinion.

D. Prohibited Conduct

A member of any Town Committee, in accordance with Massachusetts General Law, Chapter 268A, shall NOT:

1. Accept gifts or other considerations or engage in any business or professional activity which might appear to impair a member's independence of judgment in the exercise of the member's official duties;
2. Improperly disclose confidential information acquired by the member in the course of the member's official duties, and use information to further the member's personal interest;

Municipal employees may not accept gifts and gratuities valued at \$50 or more given to influence their official actions or because of their official position.

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3. Use or attempt to use the member's official position to secure unwarranted privileges or exemptions for the member or others;
4. By the member's conduct give reasonable basis for the impression that any person can improperly influence the member or unduly enjoy the member's favor in the performance of the member's official duties, or that a member is unduly affected by the kinship, rank, position, or influence of any party or person;
5. Pursue a course of conduct that will raise suspicion among the public that the member is likely to be engaged in acts that are in violation of the public's trust; and
6. Participate in any matter before the Committee in which the member has a direct financial interest, or an immediate family member has a direct financial interest.

Members of Town Committees are not subject to any restrictions concerning political activity. However, all members have an obligation to foster a sense of public trust. To foster this trust, individual members have a responsibility to disclose to a Committee any actual or potential personal interest or issue that pertains to a matter under consideration by the Committee.

E. Compliance and Enforcement

The Town of Nantucket Code of Conduct establishes standards of conduct for members of Town Committees. Members themselves have the primary responsibility to assure that these standards are understood and met, and that the public can continue to have full confidence in the integrity of government. The chair of a Committee shall promptly intervene when a member's actions appear to be in violation of the Code of Conduct. The Select Board, by a vote of a majority of its members, may impose sanctions on members whose conduct does not comply with the Town's standards, such as reprimand, formal censure or other actions consistent with the Town Charter.

Section 3 – Types of Committees

Whether elected or appointed, Committees typically fall into one of four categories: policy setting, policy advisory, regulatory, or oversight. The authority for the existence and duties of such boards can arise from state statutes, the Town Charter, or from local bylaws.

Generally speaking, a board or commission is a stand-alone entity that deliberates on specific issues outlined in the law creating the board or commission. A committee typically is a subset of an entity that is created to develop recommendations on a specific issue. For example, the Select Board creates citizen advisory committees to review specific issues for the purpose of developing recommendations to be considered by the Select Board.

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For stylistic purposes, the terms board(s) and committee(s) will be a general term used to refer to boards, commissions, committees, councils, trusts and work groups.

A. Policy Setting

Under the Nantucket Town Charter, the five-member Select Board serves as the executive branch of government, a role it shares with the Town Manager in a relationship defined by the Town Charter. The Select Board serves as the primary executive policy setting entity in Town government, articulating the priorities and goals of the Town. This includes providing direction that other municipal entities, such as Committees, are encouraged or mandated to follow. The statutory authorities and obligations of the Select Board are established in state law and defined in Article III of the Town Charter.

As an elected board, members of the Select Board are directly accountable to the citizens of Nantucket. The Select Board is responsible for appointing members to most non-elected Town boards and committees. Article III, Section 3.4 (a)(3) of the Town Charter details the Board's appointing authority.

(a)(3) To appoint and, for cause, upon written charges and after a public hearing if so requested, to remove members of ... Town boards, councils, commissions and committees..."

By law, the authority of a board or committee may not exceed the authority of its appointing authority, which is most commonly the Select Board. Subsequently, unless specified in state or local law, the authority of a board or committee appointed by the Select Board may not exceed the authority of the Select Board.

B. Advisory

In order to set policy or determine if an issue should be brought to Town Meeting, the Select Board receives reports and recommendations from a number of advisory boards or committees that are established in state or local law, or are created by the Select Board. The Harbor and Shellfish Advisory Board is an example of a statutorily created advisory board and is not a policy or decision-making body. Pursuant to the Town Charter, the Select Board may create committees to study issues and make recommendations on specific public policy issues. An example of an advisory committee created by the Board is the Senior Center Committee.

Advisory boards and committees serve the important role of collecting and analyzing information in order to develop recommendations on a public policy or issue. An advisory board or committee has considerable autonomy in developing recommendations; however, an advisory board or committee has no independent authority and its recommendations are not binding. The Select Board considers the recommendations of advisory boards or committees in its public policy deliberations and consideration of issues affecting the public. Some advisory boards or committees provide recommendations to entities outside of Town government. For example, the Commission on Disability provides advisory recommendations to the public as well as to the state Architectural Access Board.

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When creating an advisory committee, the Select Board will specify the charge, the membership, and the duration of the committee. After a committee elects officers, the committee may propose specific objectives to refine its charge. If the committee is not a standing advisory committee, then the committee may propose a timeline for completing specific objectives. A proposed change to an advisory committee's charge does not take effect unless it is approved by the Select Board.

C. Oversight

An oversight Committee provides limited oversight that is defined in statute. The oversight function provided by these types of Committees is most often defined in the statute, which is primarily state law that creates the board and committee.

An oversight Committee has a responsibility beyond researching and making recommendations on issues. As a result of these responsibilities being defined in statute, the additional responsibilities of oversight Committees varies. An oversight Committee will have at least two of the following characteristics, unless its oversight responsibility is clearly defined in statute: (1) have limited policy making authority; (2) hold or approve the use of funds, apply for grants, or award grants; (3) be responsible for designing, promoting, or coordinating services; (4) have the authority to hold property; or (5) be responsible for the oversight of a specific Town function as defined in statute. Oversight boards or committees that oversee an enterprise fund, such as the Airport Commission and Water Commission, may also maintain a budget and raise revenues.

The Scholarship Committee is an example of an oversight Committee because it may award grants in the form of scholarships and has oversight of the Town's scholarship program. The Audit Committee is an example of a Committee that has a clearly defined responsibility, which is to provide oversight for the Town's audits and accounting procedures.

An oversight Committee is not responsible for the day-to-day or administrative operations of Town departments. The responsibility of administrative operations is outlined in the Town Charter, and in most cases is a responsibility of the Town Manager and/or specific department heads. Departments will frequently provide services additional to those services for which a Committee may have oversight responsibilities.

D. Regulatory

Whether elected or appointed, regulatory Committees exercise legal authority over the issues and activities explicitly delegated to them by state or local law. Examples of regulatory Committees include the Historic District Commission, the Planning Board, the Conservation Commission, and the Zoning Board of Appeals. The authority of a regulatory Committee is

"Within the entirety of the Nantucket Historic District no building or structure shall be constructed or altered in any way that affects or creates exterior architectural features—unless and until the appropriateness of such construction or alteration is first reviewed and then approved by the Nantucket Historic District Commission"

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limited to the authority outlined in the statute that establishes the Committee. A regulatory Committee has no authority over issues that are outside or beyond its statutory charge.

Understanding the role of a Committee is particularly important for regulatory Committees that have permitting authority. For example, a new construction project may need several permits to ensure the project will comply with state and local laws before construction can begin. The project may require: (1) a special permit from the Zoning Board of Appeals to ensure the project complies with zoning laws; (2) a permit from the Conservation Commission to ensure the project complies with state and local environmental protection laws; and (3) approval from the Historic District Commission to ensure any structures are in accordance with the Town's historic guidelines. In such a case, each regulatory committee makes decisions independently to fulfill its charge. The Conservation Commission does not consider the historic aspects of the project, as the Historic District Commission does not consider required environmental protection aspects of the project.

There may be a time when a regulatory Committee may make a decision independently that contradicts the decision of another regulatory Committee. In these instances, good communication between the Committees can help to ensure the concerns of each board or committee are addressed. Professional staff who work with a regulatory Committee may be able to help resolve contradictory decisions when they arise. While an applicant is responsible for meeting permitting requirements, professional staff can assist applicants to ensure that the concerns of a regulatory Committee are addressed.

A regulatory Committee is not responsible for the day-to-day or administrative operations of Town departments. The responsibility of administrative operations is outlined in the Town Charter, and in most cases is a responsibility of the Town Manager and/or specific department heads. Town Departments frequently provide administrative and support functions additional to those functions for which a board or committee may have regulatory authority, but Town staff do not report to these boards or committees.

Section 4 – Membership

A. Appointments

Members of Committees may be elected, appointed by the Select Board or Town Manager, or their appointment may be established in statute. Generally, most at-large committee appointments are made by the Select Board, and boards may be elected or appointed. The membership of some Committees requires a representative from another board or committee, or Town agency. Appointment of such board or committee members is made by the entity being represented. For example, the membership of the Human Services Contract Review Committee includes one representative from the Finance Committee; accordingly, the Finance Committee will appoint a member to serve on the Contract Review Committee.

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All members of all Committees must be sworn in by the Town Clerk prior to the member's first meeting and before the commencement of each term for re-appointed members. Members of multiple Committees must be sworn in for each Committee on which they serve. A copy of this handbook and information on the Open Meeting Law and Conflict of Interest Law will be provided by the Town to all Committee members after their swearing in.

Citizens are encouraged to attend meetings of a Committee of interest to learn about the Committee and its role in the community before applying to be appointed to the board or committee. The appointment process for advisory Committees traditionally begins every year in April when board and committee openings are advertised. The Select Board will hold meetings to allow applicants to address the Board and review their applications before making appointments, which usually occur in June. Boards and committees may recommend or nominate a member or members when required, unless otherwise specified in language creating a board, commission or committee. The Town has also established a Volunteer Talent Bank to compile names of citizens willing to give time in service to their community. Interested citizens should visit the Town's Volunteer Talent Bank page to enroll (www.nantucket-ma.gov/2128/Volunteer-Talent-Bank).

On May 19, 2021 the Select Board adopted the following "*Policy Statement and Procedures for Appointments to Committees, Commissions, Boards*":

BASIC GOAL

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

POLICIES IN SUPPORT OF THE BASIC GOAL

A. *The Town will maintain a recruiting system, known as the Volunteer Talent Bank (Talent Bank), to find and appoint interested local residents who are best qualified by education, training and experience to contribute effectively to the work of the committee, commission or board. To the extent practical, the Select Board shall announce its intention to meet candidates for appointment and allow them to introduce themselves and review their applications no less than two weeks in advance of appointments.*

B. *When an announcement is made by the Board regarding any vacancies, the Board will require that applicants file a Committee Appointment application. Following a public meeting with the applicant(s)*

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at which the Board may ask questions, and/or the applicant may ask questions, a candidate shall be selected in accordance with the following procedure:

RECOMMENDED VOTING PROCEDURES FOR ANNUAL APPOINTMENTS

- 1. The Board reviews a list of openings for annual appointments with a committee appointment timeline in early April.*
- 2. In mid-April, members of committees, commissions, boards whose terms are expiring are notified and asked if they would like to apply for reappointment. Incumbent Committee Interest Forms are mailed to all of these members and they are asked to respond in writing to indicate if they request re-appointment, or not. Incumbents need to meet the same deadlines as listed on the committee appointment timeline.*
- 3. Annual committee openings are advertised in the local newspaper for four weeks, as well as on the Town website. Additionally, the openings are announced at the Board's weekly meetings starting in mid-April through the end of May.*
- 4. Applications will be accepted only by the deadlines outlined in the annual Committee Appointments Timeline for all committees, commission and boards.*
- 5. The Select Board holds two meetings to allow applicants to address the Board and review their applications.*
- 6. Committee appointments are made at the last Select Board meeting of June, which date shall be at least one week after the names and applications of all applicants have been made public.*
 - a. At this meeting, the Select Board may appoint, by majority vote, a candidate to fill any seat. Or, the Select Board, at its discretion, may elect to use a paper ballot voting procedure, or vote by e-mail if the Select Board meeting is held virtually.*
 - b. The Chair shall ask Board members to submit their written choices for appointment (or to e-mail their choices for appointment to Town Administration in real time if meeting virtually). Each Board member writes their own name on a slip of paper, and then writes down their vote for the applicant(s) and passes their paper ballot directly to the Chair without other members viewing the ballot.*
 - c. The Chair reads the paper ballot votes and notes which Board*

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member cast the votes. If meeting virtually, Town Administration staff will read the results into the record, and after announcing how each Board member votes, staff will ask that Board members verbally confirm their votes.

d. The candidate(s) with the majority of votes will be appointed.

e. Any committee seats not filled will continue to be posted on the Town website and routinely advertised as vacant.

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

RECOMMENDED VOTING PROCEDURES FOR VACANCIES THROUGHOUT THE YEAR

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

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

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

3. The Chair reads the paper ballot votes and notes which Board member cast the votes. If meeting virtually, Town Administration staff will read the results into the record, and after announcing how each Board member votes, staff will ask that Board members verbally confirm their votes.

4. The candidate(s) with the majority of votes will be appointed.

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

ADMINISTRATION OF THE VOLUNTEER TALENT BANK

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

PUBLIC INPUT REGARDING CANDIDATES FOR APPOINTMENT

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

B. Duration

The term of elected Committees is outlined in statute. For example, members of the Planning Board serve five-year terms, and members of the Select Board serve three-year terms.

The terms for appointed Committees may vary depending on the reason for the creation of the board or committee. The term of an ad hoc committee will usually be for the time it takes to develop recommendations on a specific issue. Standing advisory boards or committees generally have three-year terms.

C. Reappointment

A Committee member will be notified when the member's term of appointment is about to expire. Committee members who wish to continue serving on a committee may apply to be reappointed to the committee. Reappointment is based on an evaluation by the appointing authority of the member's contribution to the Committee. A Committee member is under no obligation to accept reappointment, nor is the appointing authority obligated to offer reappointment.

D. Leadership

Unless specified in statute, the officers of a Committee are chosen by the voting members of the Committee. Committee officers usually are a Chairperson, hereafter referred to as the "Chair," Vice-Chair, and if needed, Secretary. To ensure proper communication between advisory Committees and the Select Board, advisory boards and committees are to inform the Select Board of the names of officers when they are elected.

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The Chair of a Committee plays a vitally important role in the operations of the Committee. The Chair of a Committee presides over public meetings and public hearings. If the Chair leaves a public meeting, then the Vice Chair or another Committee member designated by the Chair may preside over a meeting. If the Chair or Vice Chair is not present at the beginning of a public meeting, and there is a quorum, then any member of the board or committee may call the meeting to order. If this happens, then the Committee should immediately elect a Chair pro-tem to preside over the meeting. The pro-tem Chair will serve until the regularly elected Chair or Vice Chair enters the meeting or another Chair pro-tem is elected.

When presiding over a meeting, it is the Chair's responsibility to ensure that proceedings are conducted in a civil and courteous manner. This can be challenging when a Committee is considering a contentious issue. However, all participants in a proceeding, including the applicant, public, board or committee members, and staff, should be treated respectfully.

The Chair of a Committee also serves as the point of contact between the Committee and Town personnel who provide staff support to the committee. Section 5 of this handbook discusses the relationship between Town personnel and boards and committees.

E. Resignations and Filling of Vacancies

A Committee member who is no longer able to serve on a Committee should resign promptly to allow for the appointment of an active member. Resignations must be submitted in writing to the Committee Chair, Town Clerk, and Select Board. The Select Board or other appointing authority may appoint a new member to a Committee outside of the annual appointment process. Vacancies for elected boards or committees are filled according to statute.

The Select Board may remove members of appointed boards and committees for cause. The removal of members from certain boards and committees requires a public hearing. Section 3.4 (a)(3) of the Town Charter governs criteria for removal. According to the Town Charter, the Select Board may remove an appointed member of a board or committee on grounds of: (1) incapacity beyond temporary illness; (2) chronic nonattendance; or (3) violation of the oath of office.

F. Restrictions on Members of Committees

Divided Loyalties Restriction

"Section 17. (a) No municipal employee shall, otherwise than as provided by law for the proper discharge of official duties, directly or indirectly receive or request compensation from anyone other than the city or town or municipal agency in relation to any particular matter in which the same city or town is a party or has a direct and substantial interest."

Massachusetts General Law 268A §17, establishes that municipal employees, which includes unpaid members of municipal Committees, may not receive compensation for the discharge of official duties other than from the municipality the employee serves. The law has an exception for "special municipal employees" that limits prohibited activity. Under this exception, a special

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municipal employee is only prohibited from receiving compensation for providing representation on a matter pending before the specific board or committee on which the special municipal employee serves. A special municipal employee may be paid to provide representation before a board or committee on which the special municipal employee does not serve. There are limited circumstances where a special municipal employee may be allowed to represent an immediate family member before the Committee on which the special municipal employee serves. As this law is nuanced, it is suggested that any Committee member contemplating offering third party representation before a Town Committee contact the State Ethics Commission for guidance on a specific situation.

A current list of special municipal employees can be found on the Town's Boards, Commissions and Committees page at <https://www.nantucket-ma.gov/138/Boards-Commissions-Committees>.

Section 5 – Meetings

A. Attendance, Recusals and Abstentions

In general, Committees meet regularly. Members of a board or committee are expected to attend all regular meetings of the Committee.

Please be advised as to the difference between “recusing” yourself from a particular matter as compared to “abstaining” from a vote, as follows:

Recusals: Pursuant to Robert’s Rules of Order and the state Conflict of Interest Law, Committee Members who recuse themselves from a particular agenda item, must not participate in that matter in their official capacity in any manner whatsoever. One option is to simply not attend the meeting until the portion where they have the conflict is addressed, or to leave the meeting before that portion is addressed. Chairs can assist with planning agendas for these purposes if they know in advance about potential conflicts. A second option is for a Committee Member to attend a meeting, but announce their recusal (and, if they wish, the reason for it) prior to action on the matter in which they have a conflict and leave the table during that portion of the discussion.

The Ethics Commission recommends further that an individual who has recused themselves from a particular matter actually leave the room. This is not legally required. However, be further aware that if an individual who has recused themselves stays in the room during the discussion, their presence at and their right to comment on the work of the Committee is “the same” as any other member of the public attending the meeting. A recused Committee Member cannot be treated in a “special” manner by the other members of the Committee, may not seek special treatment because they are a Committee Member, and may not use their position to otherwise participate in the matter if members of the public are not similarly allowed to so participate.

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In short, a Committee Member who is required to recuse themselves because of a financial interest in a particular matter MAY NOT participate as a Committee Member at the meeting and continue to comment about the matter from which they recused. It will still constitute a violation of the Conflict of Interest Law if they participate by sitting at the table or “weighing in” as a Committee Member but ultimately choose not to vote, or if they sit at the table and do not talk at all. A Committee Member must recuse themselves from items in which they have a financial interest as that term is defined for purposes of the Conflict of Interest Law and leave the table.

Abstentions: The process of abstaining involves ONLY a decision not to cast a vote, and can be exercised for any reason whatsoever. In such circumstances, following discussion about an agenda item, a Committee Member may simply choose not to vote on the matter. Deciding to “abstain” from a vote still constitutes participation for purposes of the Conflict of Interest Law. As noted above, a person with a financial interest in a matter who participates in the discussion but then abstains from the vote at the end of a discussion, will have violated G.L. c.268A, §19. In contrast, a Committee Member who does not have a financial interest in a matter may wish to participate in the discussion of an item and then, for whatever reason, decide that they do not wish to cast a vote for or against that issue, thereby taking no formal position on the issue.

Annually, in July, Open Meeting Law and Conflict of Interest informational sessions are held – these issues are covered during these sessions. Committee Members are highly encouraged to attend these.

Please feel free to contact Town Administration with any questions about these matters.

B. Open Meeting Law

The Massachusetts Open Meeting Law (MGL Chapter 39, § 23B) requires that Committees conduct their business in open meetings before the public eye. Except in very specific cases outlined in the law, the public and the press have the right to attend all meetings of government bodies. The format and requirements for such meetings may vary depending upon the type of meeting that is being held. The obligations on the members of Committees may also vary.

The exception is “executive session” which permits a Committee to conduct a closed-door meeting on several very narrow grounds. Entering executive session requires strict adherence to the law and creates legal obligations on the Committee and its members both prior to and after the executive session. It is recommended that no Committee enter executive session without guidance from a Department Head or other Town official with expertise on the matter.

There are certain aspects of the Open Meeting Law that must be followed by all boards and committees.

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- A quorum of Committee members may discuss Committee business only at properly noticed public meetings.
- Under the Open Meeting Law, the use of technology for communication may be considered a public meeting. The Open Meeting Law prohibits the use of email or telephone conferences by a quorum of a Committee to consider Committee business. Email may be used to provide information, or to determine the availability of members for a meeting. However, members must refrain from commenting on information provided in an email. Comments on information provided via email should be reserved for a posted public meeting of a Committee. Committee members may not “reply all” to express an opinion on information that is shared via email.
- The Open Meeting Law prohibits “revolving door” meetings, in which a quorum of members participates in serial fashion. This includes the use of email. Collecting independent email responses from Committee members is no different than members of a Committee commenting on an issue by a “reply all” email.

Advances in technology require additional diligence by Committee members to be in compliance with the Open Meeting Law. The advent of the internet has created new venues to exchange ideas such as chat rooms, message boards, and blogs which allow for instant dialogue on a wide variety of topics. In response, the state has amended the definition of deliberation to include “oral or written communication through any medium, including electronic mail, between or among a quorum of a public body on any public business within its jurisdiction” MGL 30A §18 (emphasis added).

All members of a Committee should receive a copy of the Open Meeting Law from the Town Clerk’s office when they are sworn in or obtain a copy directly from the Attorney General’s website (<http://www.mass.gov/ago/government-resources/open-meeting-law/>).

C. What is a Meeting?

A meeting occurs any time a quorum, which is usually a simple majority of members of a Committee meet and discuss or consider any public business or policy over which the Committee has some jurisdiction or advisory power. Prior to the Covid-19 pandemic, a quorum could not be established by having a Committee member participate in a meeting via telephone or other means of electronic communication; members had to be present at the meeting to constitute a quorum. On June 16, 2021, Governor Baker signed into law An Act Extending Certain COVID-19 Measures Adopted During the State of Emergency. This Act includes an extension, until April 1, 2022, of the remote meeting provisions of his March 12, 2020, Executive Order Suspending Certain Provisions of the Open Meeting Law. The new law has two major parts.

First, the new law allows public bodies to continue providing live “adequate, alternative means” of public access to the deliberations of the public body, instead of holding meetings in a public place that is open and physically accessible to the public. “Adequate,

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alternative” means may include, without limitation, providing public access through telephone, internet, or satellite enabled audio or video conferencing or any other technology that enables the public to clearly follow the proceedings of the public body in real time. The Town of Nantucket utilizes Zoom, a cloud-based video conferencing service you can use to virtually meet with others by video or audio, to host its remote meetings.

Second, the new law authorizes all members of a public body to continue participating in meetings remotely; the Open Meeting Law’s requirement that a quorum of the body and the chair be physically present at the meeting location remains suspended.

If the state legislators do not pass bills to extend the remote meeting provisions of the Act, all Open Meeting Law rules in place before the State of Emergency will come back into play including but not limited to the requirement for a quorum of the public body to be physically present at a specified meeting location and the chair needing to be physically present in order to run a meeting.

A quorum of a Committee may not meet in private for purposes of deciding or deliberating towards a decision on a matter before a Committee. Polling of Committee members on a pending decision prior to an open meeting of a Committee violates the Open Meeting Law. Polling of board or committee members is a form of a “revolving door” meeting.

If a scheduled meeting of a Committee has less than a quorum, the only action a Committee may take is to adjourn the meeting or schedule the next meeting of the Committee.

D. Types of Meetings: Public Meeting and Public Hearing

There are two types of Committee meetings: (1) public meetings and (2) public hearings. Public meetings and public hearings (which are held within public meetings) are held in conformance with the Massachusetts Open Meeting Law and the Code of the Town of Nantucket.

Public meetings are conducted so that a Committee may discuss the business of the Committee. For example, an advisory board or committee will hold a public meeting to discuss a public policy issue for which it may make a recommendation to the Select Board. Public testimony at a public meeting is taken at the discretion of the Chair of a Committee. While the public has the opportunity to address an issue during the public comment portion of a public meeting, a Committee is not required to allow public testimony on every issue it considers. However, traditionally Committees will provide the public the opportunity to speak on an issue. Public participation in a Committee’s discussion or deliberation is at the discretion of the Chair, which may include limiting the amount of time a member of the public is allowed to speak. To act on a matter or adopt a position on an issue, a quorum of the Committee must be present.

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Public hearings are conducted with an appropriate degree of formality, in accordance with Roberts Rules of Order, and with reference to state and local laws and regulations. Public hearings are conducted for the same overall reasons as the public meeting – to protect both the public interest and the rights of individuals – with the additional purpose of gathering relevant information from an applicant, interested parties, and the public at large. A public hearing also provides a Committee with the means of gathering the information necessary to develop an informed opinion and to issue permits or licenses or decisions that are fully supported by the appropriate facts and laws. During a public hearing, Committees are required to take public testimony. Once a public hearing is closed, a Committee may continue to discuss an issue without taking further testimony from the public.

To act on a matter that has had a public hearing, a quorum of the Committee members who participated in the public hearing must be present. A member of a Committee who has missed a single public hearing may vote on the matter in question after signing an affidavit that states the member has reviewed the entire file and listened to the audio tape of the missed meeting. If the membership of a Committee changes after a public hearing and before a decision is rendered on the matter heard, and a quorum of members who participated in the public hearing no longer serve on a board or committee, then a new public hearing must be opened. Reference to the prior public hearing may not be made during the new public hearing.

E. Location and Posting of Meetings

Committees should establish a regular meeting schedule to suit the needs and convenience of the members; however, all meetings must be held in a public location that is accessible to people with disabilities. It is recommended that Committees hold meetings at a consistent location to the extent possible. Having a consistent meeting location helps to ensure public access to board and committee meetings.

By law, it is the responsibility of a board or committee to provide written public notice of any meeting at least forty-eight (48) hours prior to the Committee's meeting. The forty-eight (48) hours does not include Saturday, Sunday, or holidays. The public notice must include the time, date, and location of the meeting, as well as a list of topics reasonably anticipated to be discussed and must be in compliance with the Open Meeting Law.

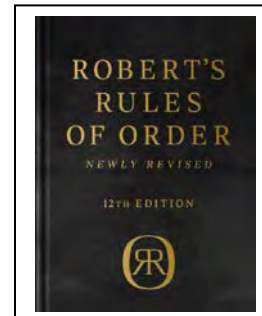
On Nantucket, the Town Administration office posts public notices for all public meetings on the Town's website, which is the primary posting location for the Town. They also maintain a central posting board in the Town Building. While only personnel in the Town Administration's office may post the actual meeting notice electronically and on the posting board, it is not the responsibility of the Town Administration's office to ensure that a completed posting notice is submitted for posting pursuant to the requirements of the Public Meeting Law. A Committee calling a meeting is responsible for ensuring that there is proper public notice of a meeting and is responsible for providing a completed public meeting posting notice to the Town Administration's

Town of Nantucket Committee Handbook

office. The Town Administration's office will provide the posting notice that needs to be completed by a Committee.

F. Conduct of Meetings

Pursuant to Sections 1-7 of the Code of the Town of Nantucket, Committees conduct business in accordance with parliamentary procedure as set out by *Robert's Rules of Order*.



G. Voting

A vote of a Committee is necessary for a Committee to make a recommendation or decision or take a position on an issue. Any member of a Committee may make a motion to vote on business pending before the Committee. Unless specified in state law or local bylaw, a motion passes if a simple majority of board or committee members vote in favor of the motion, and it fails if a simple majority of committee members vote against the motion. For some decisions state or local law may require a super majority, such as a two-thirds majority, for a motion to be adopted. Committees that require a super majority for some votes are supported by professional staff who will advise when a super majority vote is necessary. Once a Committee adopts a motion then it becomes the official position of the Committee on the issue for which the motion was made.

In the event of a tie vote on a motion, the motion fails. If a motion fails, then the Committee has not taken action on the issue for which the motion was made. A Committee must take affirmative action, which means adopting a motion by the required majority vote, to take action on an issue pending before a board or committee. If a motion fails because it did not receive the necessary majority vote, then another motion is necessary for a Committee to take action on the matter for which the failed motion was made. In most cases, a matter can be deferred for action by a Committee to a later date. However, some regulatory Committees have restrictions on carrying matters forward and there may be time constraints on when the regulatory Committee has to take action on a matter pending before the Committee. Regulatory Committees should consult with the professional staff to ensure that there are no inadvertent or unintended consequences which may result from failure to take action on a matter pending before the Committee.

A formal vote is not required for routine business, such as the approval of meeting minutes unless the meeting is held remotely, then all votes must be by roll call vote. A Committee may conduct routine business through the general consensus of the Committee. If a member objects to approving a matter by general consensus of the Committee, then a formal vote is required.

Remote Voting

Prior to COVID-19 pandemic, at the start of any meeting during which a member of a public body will participate remotely, the chair must announce the name of any member who is participating remotely; such information must also be recorded in the meeting

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minutes. The chair's statement does not need to contain any detail about the reason for the member's remote participation.

Members of public bodies who participate remotely may vote and shall not be deemed absent for purposes of G.L. c. 39, § 23D. In addition, members who participate remotely may participate in executive sessions but must state at the start of any such session that no other person is present or able to hear the discussion at the remote location, unless the public body has approved the presence of that individual.

Following the State of Emergency issued during the COVID-19 pandemic, Chapter 20 of the Acts of 2021 was signed into law and extended certain COVID measures, namely that remote meetings of public bodies could continue through April 1, 2022. The Act authorizes all members of a public body to continue participating in meetings remotely; the Open Meeting Law's requirement that a quorum of the body and the chair be physically present at the meeting location remains suspended. This section will be updated following any action by the State Legislature.

H. Agendas

The Chair of a Committee is usually tasked with preparing the agenda for a Committee meeting. If Town personnel are available to staff a Committee, then for practical reasons, the setting of an agenda for a Committee meeting is usually done in consultation with staff. Agendas for public meetings may vary slightly for a Committee; however, agendas generally will include:

- Calling the Meeting to Order
- Approval of Minutes
- Committee Business
- New Business
- Old Business
- Adjournment

An agenda for a public meeting may include a public hearing. While part of a public meeting, the conduct of a public hearing is much different than the conduct of a public meeting. Staff can be consulted on how public hearings are conducted for specific boards or committees. Information on public hearings is in Section 5(D) of this handbook.

I. Meeting Minutes

All Committees must keep minutes of every committee meeting. Committees will often select a Committee Secretary, who is a member of the Committees that is responsible for keeping meeting minutes. The minutes, which must be created and approved in a timely manner which is within three meetings or 30 days, whichever is later, must include:

- The date, time and place of the meeting;
- The members present or absent;

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- The decisions made, and actions taken, including a record of all votes;
- A summary of the discussions on each subject;
- A list of all documents and exhibits used at the meeting; and
- The name of any member who participated in the meeting remotely.

Meeting minutes provide an official record of the actions and votes taken by a board or committee during a meeting and a summary of the important topics raised and discussed. They are not intended to be a verbatim transcript of the meeting, but must contain a summary of each subject discussed, a list of documents and other exhibits used at a meeting, and decisions made, and actions taken on each matter so that someone reading the minutes can clearly understand the discussions and actions that took place.

Prior to voting to approve the minutes, members of the Committee will be given the opportunity to review minutes of a previous meeting. A Committee may vote to correct minutes to ensure they accurately reflect the prior proceeding.

Minutes become the official record of a meeting only after they have been approved by the Committee. However, meeting minutes are considered a public record before they are formally approved by a Committee, and draft meeting minutes are subject to public records requests. For updated information regarding minutes please consult Town Administration or the state's Open Meeting Law and Public Records Law websites.

J. Public Records

The Massachusetts Public Records Law (MGL Chapter 66, §10) provides the public with the right to access public records. What constitutes a public record is broadly defined, and includes all documentary materials made or received by any town official, Committee member, or employee. There are specific exceptions for documents related to personnel and medical files, proposals and bids, and appraisals of property that are not subject to public records requests under the Public Records Law.

All minutes, informational data, photographs, recordings, maps, memoranda, and circulated materials used by a Committee, including notes, recordings, or other materials used to prepare minutes, are part of the official record of the session and must be maintained. Town Administration or the appropriate Town personnel should be consulted if a Committee has a question concerning the public records status of a specific document. Committees should coordinate any response to a public records request with Town Administration.

Effective January 1, 2017, the Massachusetts Public Records Law, G.L. c.66 and c.4 §7(26) provides that a municipality must, within ten (10) business days (Mondays through Fridays, excluding legal holidays), respond to a request for records by providing access to or a copy of such records, or explaining any delay or denial. In compliance with the Law, the Town has created a Records Access Officer (RAO) to assist with managing public requests. The RAO can be reached at publicrecords@nantucket-ma.gov or at Town Administration.

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Section 6 – Compensation and Reimbursement

A. Compensation

With the exceptions of the Select Board and the Abatement Advisory Committee, all members of boards and committees serve on a volunteer basis and receive no compensation for their service.

B. Reimbursement

The Town may pay some expenses for Committee members that are incurred while conducting Committee business, with prior approval. The types of expenses for which the Town may provide payment include travel expenses and the cost of seminars that are held off-island. Any expenses the Town may pay are subject to the availability of funding and approval by the appropriate Town personnel.

Approval for reimbursement must be sought prior to any expense being incurred. Department Heads supporting the operations of a Committee will decide if a reimbursement request will be approved. For any Committee that is not directly supported by Town personnel, the Town Manager must approve any reimbursement request.

Reimbursements that are approved will be made consistently with the Town's reimbursement policy, which requires that a receipt is provided for all expenses for which reimbursement is being sought. Town policy also limits the level of reimbursement for certain per diem expenses such as meals. A Town Expense Report must be completed to receive reimbursement for per diem expenses. Any questions regarding reimbursement should be referred to Town Administration.

Section 7 – Relationship between Town Personnel and Committees

Article IV of the Town Charter for the Town of Nantucket outlines the responsibilities of the Town Manager, who is the chief administrative officer for the Town of Nantucket. According to the Town Charter, the Town Manager is responsible for the efficient operations of the Town and its departments. Working with Town Department Heads, the Town Manager is ultimately responsible for all personnel and administrative processes of the Town and its departments. As a result, Town personnel report to Town Department Heads and ultimately to the Town Manager. **Town personnel do not report to committees.**

While Town personnel do not report to Committees, Town personnel do fulfill an important support and advisory role for Committees. Town personnel support Committees to help them carry out their charge or assignment. In some instances, Town personnel may be ex officio (who can be voting or non-voting depending on the appointment criteria) members of a Committee, but may or may not participate in the

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Committee's decision-making process. Town personnel may be assigned to assist a Committee and may provide administrative assistance to the extent possible. This assistance may include preparing staff reports and providing analysis and information to assist a Committee in developing its recommendations or decisions on a specific matter, or to assist a Committee in carrying out its statutory charge.

Town personnel support the work of a Committee as a whole, and not individual members of a committee. Any requests for information or support should be made by the Committee during a public meeting and should clearly be within the framework of the Committee's charge or assignment. Town personnel will determine the way to meet the request of a Committee. **Individual members of a board or committee, or a board or committee as a whole, do not direct the work of Town personnel.**

Formal contacts between members of a Committee and Town personnel should be limited to the personnel assigned to support the Committee. Unless otherwise specified, Department Heads are the point of contact between a Committee and a Town department. **Individual committee members should not ask for individual reports, favors, or special consideration from Town personnel.**

Information requests of a Committee that are made outside of a public meeting should be made through the Chair of the Committee to the appropriate Town personnel. The request for information should be for the entire Committee. Membership on a Committee does not give an individual member greater access to information than the general public, and requests for information from an individual member of a Committee is treated as a request for information from the general public.

When making information or support requests, Committees are asked to consider the other responsibilities of Town personnel supporting the Committee's work, as well as consider potential labor and employment implications (such as the Fair Labor Standards Act). Town personnel serving as staff to Committees are often Department Heads, who are responsible for the operations of their respective Town departments. The priority of departmental operations may supersede the work requested by a board or committee. Department Heads will prioritize the work of a department and direct the work of departmental personnel accordingly. In prioritizing work, there often are issues a Department Head needs to consider of which a Committee is unaware. At times these considerations may relate to confidentiality, which could affect the ability to respond to a request of a Committee.

Town personnel assigned to staff a Committee may also serve in an advisory capacity to the Committee. The role Town personnel may serve is very similar to the role advisory Committees serve, which is in an advisory capacity to the Select Board. Staff members to Committees are selected by the Town Manager or Department Head on the basis of their professional and technical abilities to support the work of a Committee, as well as their workload and availability. Committees are not to delegate work to Town employees directly.

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Staff members for a Committee are expected to provide impartial and unbiased advice to the Committee. This includes providing guidance to Committees to ensure decisions are consistent with state and local laws, and Town policy. However, Committee members should be aware that Town personnel are ultimately responsible to the Town Manager, who is accountable to the Select Board. If an instance arises where a Department Head serving as staff to a Committee disagrees with the recommendation of a Committee, it is the staff member's responsibility to advise the Town Manager of that disagreement. In making a final decision on a matter in which there is disagreement, the appropriate Town entity will consider the advice of the Committee, and the advice of Town personnel.

Section 8 – Media Relations

Members of Committees may be approached by the media for comment on an issue under consideration by a Committee, or for a comment on an event related to a committee's charge. As a representative of the Town, Committee members have an obligation to ensure information provided to the media is accurate. Consulting with the appropriate Town personnel before responding to an inquiry from the media is recommended to ensure the accuracy of information provided to the media.

While serving on Committee, there may be a time when an individual member of a Committee disagrees with the decision of a Committee. If such an instance arises, members are reminded that pursuant to Section 2(B) of this handbook that it is their responsibility to uphold the decision of a Committee. Members are not prohibited from expressing their personal opinion. However, if a personal opinion is expressed, then it should be made clear that it is a personal opinion and not the opinion of the Committee. This includes letters to the editor. If a member chooses to express a dissenting opinion to a Committee decision through a letter to the editor, then the letter should be signed as a private citizen.

Pursuant to the Open Meeting Law, the media may make any audio or video recording of a public meeting, so long as no active interference with the conduct of the meeting arises as a result of the recording. Video recordings should be made from a fixed location.

<end>

Town of Nantucket Committee Handbook



Town of Nantucket Code of Conduct for Elected Officials and Members of Appointed Boards, Commissions, Committees, Councils, Trusts and Work Groups

STATEMENT OF COMMITMENT

As a member of the Nantucket Select Board or a Nantucket board, commission, committee, council, trust or work group, I hereby acknowledge that I have reviewed the Code of Conduct as set forth in Section 2 of the Town's Committee Handbook, and agree to uphold and abide by the provision of the Code of Conduct and conduct myself in accordance with the following model of behavior. Toward this end, I affirm that I will:

- Help create, foster and promote an atmosphere of respect and civility in which individual members, Town staff and the members of the public are free to express and exchange their ideas and maintain a positive level of discourse;
- Conduct my public affairs with honesty, integrity, fairness and respect for others;
- Respect the dignity and privacy of individuals and organizations;
- Keep the common good as my highest purpose and focus on achieving constructive solutions for the public benefit; and
- Avoid and discourage conduct which is divisive or harmful to the best interests of Nantucket.

I affirm that I have read and that I understand the Town of Nantucket's Code of Conduct.

Signature: _____

Date: _____

Printed Name: _____

Position: _____

Monthly Town Management Activities Report

February 23, 2022

As of 02/22/22

Highlights (major projects):

Plans/Reports/Studies*

- Coastal Resiliency Plan – endorsed by Board on 1/5; Next Steps: **2 day “Design Thinking Workshop” with Arcadis scheduled for 3/7-8**
- 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; next l-t planning workshop scheduled for 2/7/22; **next l-t planning workshop TBD; Staff to work on St Plan update; “State of the Town” update in March or April**
- Madaket Water Quality Improvement Plan – review of final Weston & Sampson report with updated Madaket sewer cost estimate and scope scheduled for Feb 2; **staff meeting to follow up on 2/2 SB discussion**
- 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; scope of work for relocation services scheduled for review with SB in Jan; scope of work approved at 1/12 SB meeting; **relocation planning efforts underway (some property owner meetings have occurred; regular internal meeting scheduled)**
- 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; Sampling plan submitted to MassDEP 12/1/21. Waste water PFAS destruction new technologies report an analysis compiled 10/30/21; UMASS private well sampling project almost completed; AFFF site visit report received 1/18/22; MassDEP SRF application for possible project; **next public info session TBD after further info to be provided by DEP**

Meetings

- Department Heads 1:1
- Cabinet
- Town 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 2x-weekly – communications, planning; MassDEP solid waste testing
- Solid waste long-term planning
- **DPW Operations (moved to monthly)**
- **Stormwater/Children’s Beach**
- **Behavioral Health Steering Committee**
- **OIH**
- **SBPF**

- **Baxter Rd relocation**
- **USACE Supply Chain – Revisions by USACE underway; project stalled**
- **ICMA Regional Meeting (Boston April 6-8)**

Events

*Projects/Other**

- COVID-Related: working on restoring “normalcy” with meetings, projects; addressing/dealing with COVID-related delays and impacts
- Nobadeer Field House – **construction underway**
- Town Pier – waiting on final federal permitting; hope to bid out in spring 2022, start work fall 2022
- Harbor Place – no recent activity
- 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** – consultant engaged, Leadership Readiness Sessions completed with dept heads and some community members; **employee engagement starting**
- **Classification & Compensation Study** – contract award pending; **initial meeting with Town Manager and HR Director**
- **Succession Planning long-term strategy**
- **Committee Handbook update** – underway, **review with SB scheduled for 2/23**
- 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; **met with architect for seasonal housing at 2FG/Waitt Dr; mtgs with union reps as to housing ideas; survey going out week of 2/21; other town employee housing initiatives under active discussion**
- **Procurements for: town employee rental housing (no bids rec’d); playing field bid modified & re-issued; shooting range RFP to be issued shortly per 2/16/22 SB**
- **Prioritization of DPW projects - ongoing**
- **OIH (New Facility)**
- **Potential Water Main Extension West of Airport (PFAS-related) – exploration underway**
- **“State of the Town” update in March or April.**
- **MassDEP SRF Loan for potential expansion of Town water west of the airport; for discussion 3/9**
- **Lamppost repair and LED lighting review project**
- **Dark Sky Initiative review and recommendations**

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**
- *Regulations Codification project* – have rec’d codified regs; need to schedule public hearings with 8 Boards/Commissions – **in queue**
- *Harbors Plan Update* (not as much about COVID as the CRP but still delayed due to COVID)

Personnel

- **Collective Bargaining Negotiations (all units)**

- Transportation Planner – filled!
- DPW Director – filled
- Assistant Town Manager for Administration
- Fire Chief (Sept) – search firm contract in progress
- Collector (June)

ARTICLE 39

(Bylaw: Short-term Rental Regulations)

To see if the Town will vote to amend the General Bylaws of the Code of the Town of Nantucket by adding a new Chapter 123 entitled "Short-Term Rental Registration" to read as follows:

Chapter 123

Short-term Rental Registration

§ 123-1. Purpose and Intent.

This bylaw is enacted pursuant to the Town's Home Rule Authority and the authority set forth in General Laws c. 64G, §14 and is intended to provide for an orderly process for identifying, registering, and regulating Short-Term Rentals within the Town so as to insure that such Short-Term Rentals do not create or cause any nuisance conditions within the Town.

§123-2. Definitions.

As used in this chapter, the following terms shall have the meanings indicated:

- A. "Short-Term Rental" shall mean a dwelling unit or portion(s) thereof that is not a transient residential facility, where: (i) at least 1 room or dwelling unit is rented to an occupant or sub-occupant; and (ii) all accommodations are reserved in advance. Rental periods with a change in occupancy in excess of 31 calendar days shall not be considered a Short-Term Rental. The rental of property for a total of 14 days or less in any calendar year shall not be considered a Short-Term Rental.
- B. "Operator" shall mean a person operating a Short-Term Rental including, but not limited to, the owner or proprietor of such premises, the lessee, sublessee, mortgagee in possession, licensee or any other person otherwise operating such Short-Term Rental. It is the intent of this bylaw that the Operator shall have the same meaning as set forth in General Laws c. 64G, §1.
- C. "Transient Residential Facility" shall have the same meaning as in Chapter 139 of the Town Code.

§ 123-3. Registration, Permitting, Inspection and Fees.

A. No person shall operate a Short-Term Rental without having first obtained a Certificate of Registration from the Board of Health. An application for a Certificate of Registration shall be on a form provided by the Town and shall contain the Department of Revenue identification number or proof of exemption under G.L. c. 64G. The Operator shall provide with the application a certificate of registration issued by the Department of Revenue in accordance with section 67 of Chapter 62C of the General Laws.

B. The annual fee for such Certificate of Registration shall be set forth in the regulations issued pursuant to § 123-4.

C. The application for the Certificate of Registration shall include an attestation that the Owner and/or Operator is in compliance with all applicable federal, state and local laws, including but not limited to G.L. c. 64G and the Fair Housing Act, G.L. c. 151B and local equivalents and regulations related thereto, and all other regulations applicable to residential dwellings, and that the Owner and/or Operator of the property is current with all town taxes, water, and sewage charges and other fees, subject to the requirements of Chapter 19, §§ 13 -18 of the Town Code. Any property offered for a Short-Term Rental shall not have any outstanding building, sanitary, zoning, or fire code violations, orders of abatement, or stop work orders. Nothing contained herein shall relieve the Owner or Operator from complying with all local permits, rules and regulations issued by the Board of Health and other Town boards generally applicable to resident dwelling units.

D. The Board of Health shall not issue any Certificate of Registration unless the Operator has (1) submitted a complete application and paid all associated fees; (2) provided contact information for the Operator and persons designated to address any issues at the Short-Term Rental within two (2) hours' notice; and (3) provided the Town with a certificate of insurance evidencing liability insurance coverage for the Short-Term Rental in an amount to be determined by the regulations issued pursuant to §123-4.

E. Operators are subject to inspection of the Short-Term Rental by the Board of Health upon reasonable notice via consent or administrative warrant, or without such notice in the event of an imminent threat to public health or safety.

F. Certificates of Registration are valid for one year and may be renewed at the discretion of the Town, provided that the Operator has complied with the provisions of this Chapter and any associated regulations during the preceding year. An application for renewal of a Certificate of Registration shall be submitted along with the annual fee no later than November 1st of the next year.

G. The Certificate of Registration is issued to the Operator and does not run with the land. If the Short-Term Rental is sold or transferred out of ownership, a new application for a Certificate of Registration shall be filed by the new Operator before Short-Term Rentals can continue or resume.

§ 123-4. Regulations.

The Board of Health, subject to the approval of the Select Board, shall promulgate regulations to carry out and enforce the provisions of this Chapter. Such regulations may also include but are not limited to requirements to insure that the operation of the Short-Term Rental does create or cause a nuisance to the surrounding neighborhood due to unreasonable noise, overburdening of parking areas, and other nuisance conditions.

§ 123-5. Enforcement.

A. Whoever violates any provision of this bylaw or a regulation promulgated hereunder may be penalized by indictment or on complaint brought in the district court. The Town may seek to enjoin violations thereof through any lawful process, and the election of one remedy by the Town shall not preclude enforcement through any other lawful means.

B. Whoever violates any provision of this bylaw or a regulation promulgated hereunder may be penalized by a noncriminal disposition process as provided in Massachusetts General Laws, Chapter 40, section 21D and the Town's non-criminal disposition by-law (Chapter 1 of the Town Code). If non-criminal disposition is elected, then any person who violates any provision of this bylaw or regulation shall be subject to a penalty in the amount of one hundred dollars (\$100) for the first offense; two hundred dollars (\$200) for the second offense; and three hundred dollars (\$300) for a third and subsequent offense. Each day or portion thereof shall constitute a separate offense. The Board of Health or its agent, or any police officer of the Town, shall be the enforcing authority.

C. If a notice of violation of this bylaw or any regulation promulgated hereunder or other order is issued to the Operator or the owner of the property by the Board of Health or its designee, after a Certificate of Registration is issued, the Board of Health, after a hearing, may suspend for a period of time determined by the Board of Health or revoke said Certificate of Registration until the violation has been cured or otherwise resolved. Multiple violations by any Operator may, at the discretion of the Board of Health and after a hearing, disqualify that Operator from obtaining a Certificate of Registration for a period of up to three years.

D. In accordance with G.L. c. 64G, §14(v), the Town may assess a civil penalty not to exceed \$5,000 for any violation of this bylaw or a regulation issued hereunder. Each day a violation continues shall be considered a separate offense.

§ 123-6. Severability.

If any provision in this Chapter shall be held to be invalid by a court of competent jurisdiction, then such provision shall be considered separately and apart from the remaining provisions, which shall remain in full force and effect.

§ 123-7. Effective date.

The provisions of this Chapter shall take effect on the day this bylaw becomes effective pursuant to General Laws Chapter 40, §21, or January 1, 2023, whichever is later.

Or take any other action relative thereto.

(Select Board)

ARTICLE 42

(Zoning Bylaw Amendment: Short Term Rentals)

To see if the Town will vote to amend Chapter 139 (Zoning) of the Code of the Town of Nantucket, as follows (*NOTE: new language is shown as highlighted text, language to be deleted is shown by strikeout; these methods to denote changes are not meant to become part of the final text and, further, that non-sustentative changes to the numbering of this bylaw be permitted in order that it be in compliance with the numbering format of the Code of the Town of Nantucket*):

1. Amend Zoning Bylaw, Section 2A (definitions) to as follows, with new definitions to be inserted in alphabetical order:

APARTMENT BUILDING(S)

A structure or structures containing a maximum of up to eight bedrooms in up to six dwelling units on a single lot ... with no commercial or other uses;. The Planning Board may, as a condition of the issuance of a special permit, prohibit Short-Term rentals in all or a portion of the dwelling units. Apartment Building(s) shall be allowed in the following districts:...

SHORT TERM RENTAL

A dwelling unit or portion(s) thereof that is not a transient residential facility, where: (i) at least 1 room or dwelling unit is rented to an occupant or sub-occupant; and (ii) all accommodations are reserved in advance. Rental periods with a change in occupancy in excess of 31 calendar days shall not be considered a Short-Term Rental. The rental of property for a total of 14 days or less in any calendar year shall not be considered a Short Term Rental.

Short-Term Rentals are allowed as of right on residential properties including, but not limited to, a primary, secondary, tertiary, duplex, or accessory dwelling, apartment, apartment building(s), and garage apartments, unless specifically prohibited in a special permit issued by the Planning Board in accordance with this bylaw.

2. Amend Section 8D(2) and 8D(3) by adding a new subsection (e) in each, as follows:

(e) The Planning Board may, as a condition of the issuance of a special permit, prohibit Short-Term Rentals in all or a portion of the dwelling units on the lots subject to the special permit.

3. Amend Section 15 as follows:

In addition to the principal buildings, structures or uses permitted in a district, there shall be allowed in that district, as accessory uses, such activities as are subordinate and customarily incident to such permitted uses-including, but not limited to, the rental of rooms within an owner-occupied dwelling unit.

Or to take any other action related thereto.

(Select Board for Planning Board)

PLANNING BOARD MOTION: Moved that Chapter 139 (Zoning) of the Code of the Town of Nantucket, be amended as follows *(NOTE: new language is shown as highlighted text, language to be deleted is shown by strikeout; these methods to denote changes are not meant to become part of the final text and, further, that non-sustentative changes to the numbering of this bylaw be permitted in order that it be in compliance with the numbering format of the Code of the Town of Nantucket)*, provided that Article 39 is also approved by a vote of Town Meeting:

1. Amend Zoning Bylaw, Section 2A (definitions) to as follows, with new definitions to be inserted in alphabetical order:

APARTMENT BUILDING(S)

A structure or structures containing a maximum of up to eight bedrooms in up to six dwelling units on a single lot ... with no commercial or other uses;. The Planning Board may, as a condition of the issuance of a special permit, prohibit Short-Term rentals in all or a portion of the dwelling units. Apartment Building(s) shall be allowed in the following districts:...

SHORT TERM RENTAL

A dwelling unit or portion(s) thereof that is not a transient residential facility, where: (i) at least 1 room or dwelling unit is rented to an occupant or sub-occupant; and (ii) all accommodations are reserved in advance. Rental periods with a change in occupancy in excess of 31 calendar days shall not be considered a Short-Term Rental. The rental of property for a total of 14 days or less in any calendar year shall not be considered a Short Term Rental.

Short-Term Rentals are allowed as of right on residential properties including, but not limited to, a primary, secondary, tertiary, duplex, or accessory dwelling, apartment, apartment building(s), and garage apartments, unless specifically prohibited in a special permit issued by the Planning Board in accordance with this bylaw.

2. Amend Section 8D(2) and 8D(3) by adding a new subsection (e) in each, as follows:

(e) The Planning Board may, as a condition of the issuance of a special permit, prohibit Short-Term Rentals in all or a portion of the dwelling units on the lots subject to the special permit.

3. Amend Section 15 as follows:

In addition to the principal buildings, structures or uses permitted in a district, there shall be allowed in that district, as accessory uses, such activities as are

subordinate and customarily incident to such permitted uses including, but not limited to, the rental of rooms within an owner-occupied dwelling unit.

PLANNING BOARD COMMENT: Short and long term vacation rentals have historically been accepted as a traditional land use on Nantucket. However, the use of property as a short term rental has recently been challenged, leaving the use subject to an interpretation made by the Building Commissioner, and most likely settled by the outcome of pending litigation if local action through Town Meeting fails to occur. Establishing short term rentals as an allowed use in the Zoning Bylaw will set a baseline and remove any ambiguity as to the use being allowed or not. Providing some certainty to the approximately 1,800 property owners with a registered short term rental through the State is prudent to avoid additional litigation between individual homeowners, as well as the Town. The General Bylaw companion article to this, #39, includes provisions to allow for data collection and addresses nuisance and other issues as authorized by Chapter 337 of the Acts of 2018 (known as the short term rental legislation) that are not easily addressed through zoning.