

# **Town and County of Nantucket Select Board • County Commissioners**

Jason Bridges, Chair  
Matt Fee  
Kristie L. Ferrantella  
Dawn E. Hill Holdgate  
Melissa Murphy



16 Broad Street  
Nantucket, Massachusetts 02554

Telephone (508) 228-7255  
Facsimile (508) 228-7272  
[www.nantucket-ma.gov](http://www.nantucket-ma.gov)

C. Elizabeth Gibson  
Town & County Manager

## ***AGENDA FOR THE MEETING OF THE SELECT BOARD APRIL 6, 2022 - 5:30 PM PSF COMMUNITY ROOM, 4 FAIRGROUNDS ROAD AND REMOTE PARTICIPATION VIA ZOOM WEBINAR NANTUCKET, MASSACHUSETTS***

***YOU TUBE LINK FOR VIEWING ONLY:***

<https://youtu.be/x5ImVwf7P0w>

***ZOOM WEBINAR REGISTRATION LINK TO VIRTUALLY ATTEND MEETING:***

[https://us06web.zoom.us/webinar/register/WN\\_N9VT6e50SaKReVyc4Y54sQ](https://us06web.zoom.us/webinar/register/WN_N9VT6e50SaKReVyc4Y54sQ)

- I. CALL TO ORDER***
- II. SELECT BOARD ACCEPTANCE OF AGENDA***
- III. ANNOUNCEMENTS***
  1. The Select Board Meeting is Being Audio/Video Recorded.
  2. 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 March 23, 2022 at 5:30 PM; March 31, 2022 at 5:00 PM.
  2. Approval of Payroll Warrants for April 3, 2022.
  3. Approval of Treasury Warrants for April 6, 2022.

4. Approval of Pending Contracts for April 6, 2022 - as Set Forth on the Spreadsheet Identified as Exhibit 1, Which Exhibit is Incorporated Herein by Reference.

***IX. CITIZEN/DEPARTMENTAL/COMMITTEE REQUESTS***

1. Request for Waiver of Sewer Connection Permit Fee for Covenant Lot Located at 9 Field Avenue (Lot A on Plan No. 2020-11).
2. Request for Waiver of Town Noise Bylaw from 10:00 PM to 12:00 AM for Wedding to be held Saturday, June 18, 2022 at the Field at Bartlett's Farm, 39 Bartlett Farm Road.
3. Taxi Owners: Request to Schedule Public Hearing to Increase Town of Nantucket Taxi Rates.
4. Ticcoma Green: Presentation and Proposal for Gap Financing for Community Housing Development at 6 Fairgrounds Road.

***X. TOWN MANAGER'S REPORT***

1. Diversity Equity and Inclusion Director Update.
2. Annual Review of 2022 Committee Openings and Appointment Timeline.
3. Design Thinking Workshop (March 6-7, 2022) Outcome Presentation; Coastal Resilience Plan Update.

***XI. SELECT BOARD'S REPORTS/COMMENT***

1. Committee Reports.

***XII. PUBLIC HEARINGS***

1. Public Hearing to Consider the Appeal of Charles R. Schwarzapfel of Historic District Commission Disapproval of Certificate of Appropriateness No. HDC2020-10-2033 for a Pool, Patio, Screening and Fence Located at 9 Maine Avenue, Map 60.3.1, Parcel 425.

***XIII. 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*

**EXHIBIT 1**  
**AGREEMENTS TO BE EXECUTED BY TOWN MANAGER**  
**UNLESS RESOLUTION OF DISAPPROVAL BY SELECT BOARD**  
**APRIL 6, 2022**

| Type of Agreement/Description | Department              | With                                                          | Amount      | Other Information                                                  | Source of Funding                             | Term                              |
|-------------------------------|-------------------------|---------------------------------------------------------------|-------------|--------------------------------------------------------------------|-----------------------------------------------|-----------------------------------|
| Grant Award                   | Fire                    | Commonwealth of MA - Exec. Office of Public Safety & Security | (\$4,575)   | Grant award for Student Awareness of Fire Safety (S.A.F.E) program | State Grant                                   | April 6, 2022 - January 31, 2023  |
| Grant Award                   | Fire                    | Commonwealth of MA - Exec. Office of Public Safety & Security | (\$2,855)   | Grant award for Senior S.A.F.E. program                            | State Grant                                   | April 6, 2022 - January 31, 2023  |
| Service Agreement             | Town Admin              | The Country Press                                             | \$4,586.77  | Printing of FY21 Annual Town Report                                | Town Admin Budget                             | April 6, 2022 - June 30, 2022     |
| Service Agreement             | Town Admin              | Lujean Printing                                               | \$21,388.50 | Printing of 2022 ATM Warrant                                       | FinCom Budget                                 | April 6, 2022 - June 30, 2022     |
| Service Agreement             | Town Admin              | Midnight Mail                                                 | \$8,477.20  | Mailing of 2022 ATM Warrant                                        | Town Admin Budget                             | April 6, 2022 - June 30, 2022     |
| Purchase Agreement            | Health/Fire             | Sterilis Solutions                                            | \$53,840    | Purchase of medical sharps waste disposal machine                  | Fire & Health Budgets                         | April 6, 2022 - December 31, 2022 |
| Software Agreement            | IS/GIS                  | ESRI                                                          | \$14,700    | Annual GIS software maintenance fee                                | IS/GIS Budget                                 | April 17, 2022 - April 16, 2023   |
| Lease                         | Town Admin/Select Board | Maria Mitchell Association                                    | \$4,000/mo  | Seasonal & Year-round rental property at 31 Washington St          | FY 22/FY 23 Police/Marine; Town Admin budgets | May 1, 2022 - TBD                 |



## Agenda Item Summary

|               |          |
|---------------|----------|
| Agenda Item # | IX. 1.   |
| Date          | 4/6/2022 |

### Staff

Allyson Mitchell, Housing & Real Estate Office Manager

### Subject

Request for Sewer Connection Permit Fee Waiver for a Covenant lot located at 9 Field Ave (portion)

### Executive Summary

In accordance with the Board's Sewer Waiver Policy for Covenant properties, Erin Zircher & Samuel Shamoun are requesting a waiver of the Sewer Connection Permit Fee in conjunction with the Covenant lot they now own at 9 Field Ave (portion).

### Staff Recommendation

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

### Background/Discussion

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

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

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

### Board/Commission Recommendation

n/a

### Public Outreach

n/a

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

Strategic Plan - Housing

### Attachments

- 1) Email from Erin Zircher & Sam Shamoun
- 2) Housing Nantucket Qualified Purchaser's Certificate
- 3) Housing Nantucket Certificate of Compliance (the lot is an approved covenant lot)
- 4) 9 Field Ave Deed
- 5) Lot Plan
- 6) Sewer Fee Waiver Policy (as updated on 12/3/2020)



**From:** [Erin Zircher](#)  
**To:** [Erika Mooney](#)  
**Subject:** Sewer connection fee waiver request  
**Date:** Sunday, March 20, 2022 9:28:20 AM

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My husband and I are building a covenant home at 9 Field Ave. We are graciously asking for a waiver of our sewer connection permit fee. Any assistance would be greatly appreciated.

Sincerely,  
Erin Zircher and Sam Shamoun

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This email was scanned by Bitdefender



# HOUSING NANTUCKET



Bk: 1839 Pg: 311 Page: 1 of 1  
Doc: CERT 07/28/2021 03:40 PM

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

## Nantucket Housing Needs Covenant Program Qualified Purchaser's Certificate

This certifies that the household comprised of the following individuals:

**Erin Zircher and Samuel Shamoun**

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

Issue Date: **May 11, 2021**

Valid Through: **May 11, 2022**

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

  
\_\_\_\_\_  
Anne Kuszpa

\*\*\*\*\*

THE COMMONWEALTH OF MASSACHUSETTS

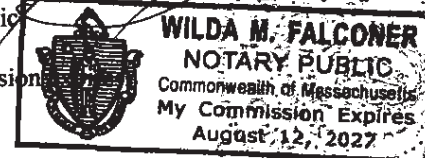
Nantucket County, ss.

May 12, 2021

On this 12 day of May 2021, before me, the undersigned Notary Public, personally appeared Anne Kuszpa, proved to me through satisfactory evidence of identification, which was personal knowledge of the undersigned, to be the person whose name is signed above, and acknowledged to me that she signed it voluntarily for its stated purpose.

Notary Public

My commission



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

Housing the Nantucket Community Since 1994

[housingnantucket.org](http://housingnantucket.org)

Affordable Rentals House Recycling Advocacy Covenant Homes Education Resources



# HOUSING NANTUCKET



2021 00002999

Bk: 1839 Pg: 310 Page: 1 of 1  
Doc: CERT 07/28/2021 03:40 PM

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

## Nantucket Housing Needs Covenant Program Secondary Lot Subprogram Qualified Seller's Certificate

This certifies that the household comprised of the following individual(s):

**Mindy D. Levin and Wesley W. Van Cott**

Representing themselves as all legal and beneficial owners of the property located at:

**9 Field Avenue**

has submitted sufficient proof to meet the criteria outlined in the Nantucket Housing Needs Covenant Program Regulations for the above referenced subprogram.

Issue Date: **July 21, 2021**

Valid through: **March 2, 2022**

or the time at which information provided in the Qualified Seller's Application is no longer valid, whichever comes sooner.

Maximum Sale Price or Maximum Resale Price: **\$888,515**

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

  
Anne Kuszpa

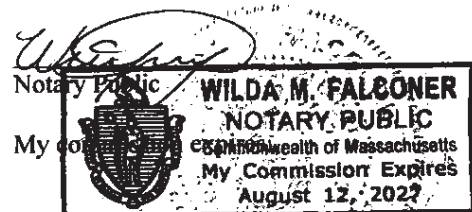
\*\*\*\*\*

THE COMMONWEALTH OF MASSACHUSETTS

Nantucket County, ss.

July 23, 2021

On this 23 day of July, 2021 before me, the undersigned notary public, personally appeared Anne Kuszpa, proved to me through satisfactory evidence of identification, which is personal knowledge of the undersigned, to be the person whose name is signed on the above document, and acknowledged to me that she signed it voluntarily for its stated purpose.



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

**Housing the Nantucket Community Since 1994**

[housingnantucket.org](http://housingnantucket.org)

Affordable Rentals House Recycling Advocacy Covenant Homes Education Resources



2021 00003001

Bk: 1839 Pg: 312 Page: 1 of 4  
Doc: DD 07/28/2021 03:40 PM**MASSACHUSETTS QUITCLAIM DEED**

We, **Wesley W. Van Cott and Mindy D. Levin**, with a mailing address of c/o 4 Bartlett Road, Nantucket, MA 02554,

for consideration paid in the amount of Three Hundred Sixty-Five Thousand and no/100 (\$365,000.00) Dollars

**GRANT to**

**Erin Zircher and Samuel Shamoun**, husband and wife as tenants by the entirety, with a mailing address of 9B Cachalot Lane, Nantucket, MA 02554

WITH QUITCLAIM COVENANTS,

That certain parcel of vacant land in Nantucket Town and County, Commonwealth of Massachusetts, known and numbered as **9 Field Avenue**, bounded and described as follows:

|               |                                                                                                                                                                    |
|---------------|--------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| NORTHWESTERLY | by Folger Avenue, fifty-nine and 18/100 (59.18) feet;                                                                                                              |
| NORTHERLY     | by the intersection of Folger Avenue and Cherry Street, on a curved line with a radius of twenty-five (25.00) feet, thirty-nine and 27/100 (39.27) feet;           |
| NORTHEASTERLY | by Cherry Street, one hundred forty-three and 33/100 (143.33) feet; and                                                                                            |
| EASTERLY      | by the intersection of Cherry Street and Field Avenue, on a curved line with a radius of twenty-five and 00/100 (25.00) feet, thirty-nine and 27/100 (39.27) feet; |



SOUTHEASTERLY by Field Avenue, seventy-five and 81/100 (75.81) feet; and

SOUTHWESTERLY by Lot B on plan hereinafter mentioned, on five courses for a total of two hundred one and 27/100 (201.27) feet.

Said land is shown as Lot A on plan recorded with Nantucket Deeds in Plan No. 2020-11.

For title, see Deeds recorded at Book 550, Page 006 and Book 1566, Page 202, being a portion of the premises described therein.

#### DEED RESTRICTIONS

Lot A, and any portion thereof, shall be subject to deed restrictions which shall be binding on the owners, their heirs, successors and assigns. The deed restrictions shall run in favor of and benefit Lot B and its owners, heirs, successors and assigns. Lot A and Lot B are shown on plan recorded with Nantucket Deeds in Plan No. 2020-11.

These restrictions shall be effective for a period of thirty (30) years from the recording hereof pursuant to M.G.L. c. 184 §§ 26-30; unless extended in accordance with said statute.

(a) Lot A shall be restricted to one single family dwelling unit and appurtenant outbuildings. Grantor's Lot B retains the rights to a Secondary Dwelling Unit.

(b) Lot A shall be restricted to ground cover not to exceed seven (7%) of its lot area.

(c) Exterior lighting on Lot A shall be shielded or hooded and must be located and constructed so that it does not create a nuisance or hazard. Exterior lighting shall be limited to a concealed light source whereby the light bulb shall not be visible from the sides of the light fixture; any floodlights shall have a canopy-type floodlight cover that shields the light source and must be directed straight down; if lights are on the sides or rear of the structure motion detectors must be used with the automatic light durational setting not to exceed 5 minutes and the sensitivity to movement adjusted so as not to create an annoyance. The lighting footprint must project downward and cannot project beyond the property boundaries. No fixture may be placed more than a maximum of 10 feet above the adjacent walking surface.

(d) There shall be a 10' buffer zone strip along the Lot A side of the common boundary line with Lot B. The 10' buffer zone strip shall be maintained by the owner of Lot A with a hedge or plantings of evergreen/coniferous trees and shrubs that shall provide privacy between the two lots. The buffer zone strip and all plantings shall be maintained in a neat, clean, healthy and safe condition by the owner of Lot A.

(e) If the owner of Lot A, plans to remove trees and/or shrubs as identified on the attached Exhibit A within two (2) years from the date of recording the deed of Lot A to grantee, the owner of Lot B shall be given written notice and have sixty (60) days to remove the trees and/or shrubs at owner of Lot B's expense. Notwithstanding the foregoing, the Lot A may, but shall not be required to, relocate said trees and/or shrubs to the buffer zone strip mentioned above.

Said property is subject to and has the benefit of the following:

(a) Real estate taxes for Fiscal Year 2021 and future periods.

(b) Restrictions of Raymor Realty Trust, recorded with Nantucket Deeds in Book 135, Page 552, as affected by Release of Restrictions and Waiver of Right of First Refusal, dated October 14, 1997, recorded in Book 550, Page 8.

(c) Easement to New England Telephone and Telegraph Company, dated June 14, 1971, recorded with Nantucket Deeds in Book 136, 150.

(d) Rights of others in so much of the premises which lies within adjacent ways.

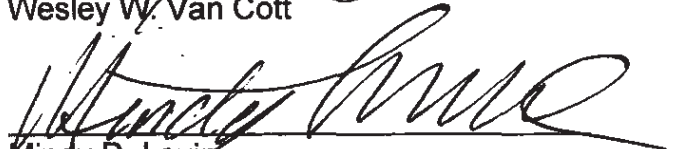
(e) Provisions of Approval of a Secondary Residential Lot Special Permit from the Nantucket Planning Board dated November 14, 2019 recorded at Book 1735, Page 255 at Nantucket Deeds.

(f) Nantucket Housing Needs Covenant dated July 19, 2021 recorded at Book 1839 Page 288 at Nantucket Deeds.

We certify that we are married to each other, the property is vacant land and we do not reside on the property as a principal residence and there are no former spouses or former civil union partners residing in the property as his/her primary residence or is entitled to claim the benefit of an existing estate of homestead. Pursuant to M.G.L. c. 188, we release and rights of homestead in said property by the execution of this deed.

WITNESS OUR HANDS AND SEALS this 27 day of July, 2021

  
Wesley W. Van Cott

  
Mindy D. Levin

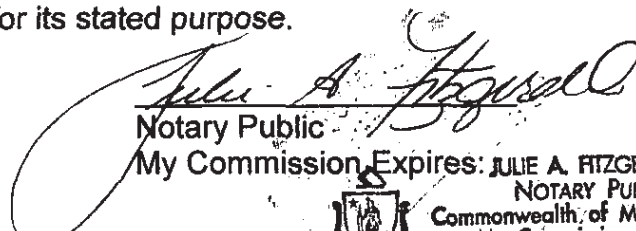
MASSACHUSETTS EXCISE TAX  
Nantucket County ROB #16 001  
Date: 07/28/2021 03:40 PM  
Ctrl# 465438 19922 Doc# 00003001  
Fee: \$1,664.40 Cons: \$365,000.00

# COMMONWEALTH OF MASSACHUSETTS

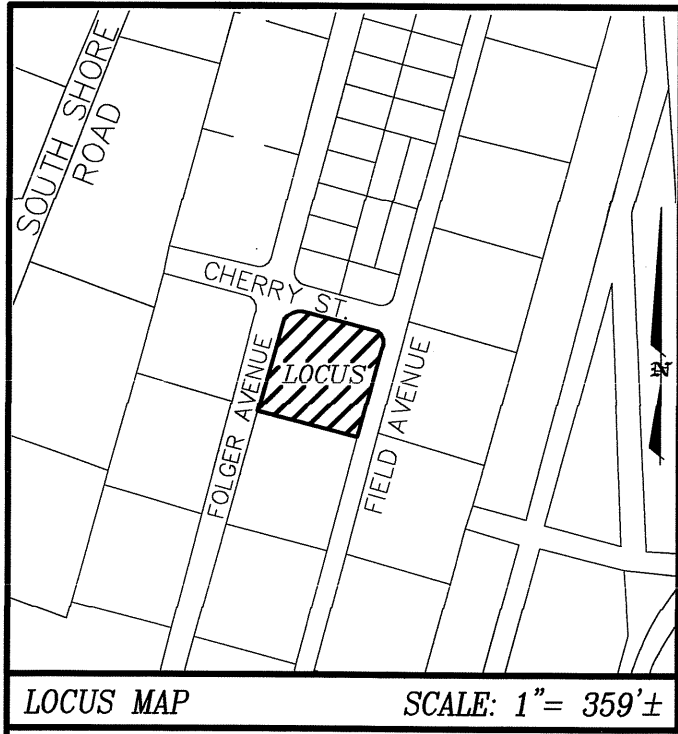
Nantucket, ss

On this 27 day of July, 2021, before me, the undersigned, a Notary Public, in and for said state, appeared the above named **Wesley W. Van Cott and Mindy D. Levin** (a) ☒ personally known to me, or (b) ☐ proved to me through satisfactory evidence of identification, which was, \_\_\_\_\_ (type of identification), to be the persons whose names are signed on the preceding or attached document and acknowledged to me that they signed it voluntarily as their free act and deed for its stated purpose.

|                                                                  |                |
|------------------------------------------------------------------|----------------|
| NANTUCKET LAND BANK<br>CERTIFICATE                               |                |
| <input type="checkbox"/> Paid \$ _____                           |                |
| <input checked="" type="checkbox"/> Exempt: <u>0" on 365,000</u> |                |
| <input type="checkbox"/> Non-applicable                          |                |
| <u>43497</u>                                                     | <u>7/28/21</u> |
| No.                                                              | Date           |
| Authorization                                                    | <u>MW</u>      |

  
Notary Public  
My Commission Expires: JULIE A. FITZGERALD  
NOTARY PUBLIC  
Commonwealth of Massachusetts  
My Commission Expires  
May 20, 2022

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



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%

80-166  
N/F  
BOWMAN FAMILY TRUST  
DEED Bk. 1597, Pg. 105  
PLAN Bk. 17, Pg. 50, LOT 8  
#7 FOLGER AVENUE

80-426  
N/F  
SARAH RAY  
COREY RAY  
DEED Bk. 1105, Pg. 114  
PLAN No. 2006-90, LOT 1  
#8B FOLGER AVENUE  
(LOT SERVED BY TOWN WATER & SEWER)

80-427  
N/F  
CATHERINE ANCERO  
DEED Bk. 1117, Pg. 44  
PLAN No. 2006-90, LOT 2  
#7 FIELD AVENUE  
(LOT SERVED BY TOWN WATER & SEWER)

80-164  
N/F  
NORMAN AND JOAN REALTY TRUST  
DEED Bk. 1207, Pg. 128  
PLAN Bk. 17, Pg. 50, LOT 30  
#10 FIELD AVENUE

80-161  
N/F  
CURTIS WOHLERS  
DEED Bk. 1227, Pg. 223  
PLAN Bk. 17, Pg. 50, LOT 29  
#12 FIELD AVENUE

80-158  
N/F  
LAURA BESSEY  
JAMES D. BESSEY  
DEED Bk. 903, Pg. 281  
PLAN Bk. 17, Pg. 50, LOT 28  
#14 FIELD AVENUE

80-160  
N/F  
LOUKAS NATSIS  
DEED Bk. 973, Pg. 280  
PLAN Bk. 17, Pg. 50, LOT 6  
#11 FOLGER AVENUE

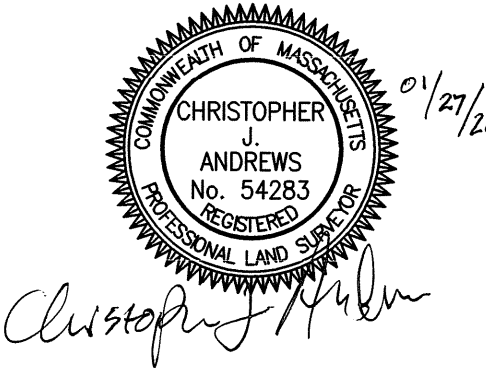
80-160  
N/F  
NANCY BOULICAULT  
DEED Bk. 1559, Pg. 127  
PLAN Bk. 17, Pg. 50, LOT 17  
#12 FOLGER AVENUE

**LEGEND**

REBAR ● DENOTES CONCRETE BOUND WITH DRILLHOLE FOUND  
FD  
P. □ DENOTES CONCRETE BOUND TO BE SET

**OWNER INFORMATION**  
MINDY D. LEVIN  
WESLEY W. VAN COTT  
DEED Bk. 1566, Pg. 202  
PLAN Bk. 17, Pg. 50, LOT 18  
ASSESSOR'S MAP 80, PARCEL 162  
#10 FOLGER AVENUE

T: \CHRIS 1 JOB 198  
V: \DRAWFILES\B2922\ANR.dwg 1/22/2020 4:53:47 PM EST



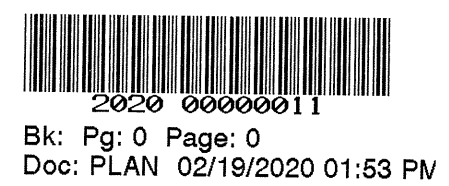
I HEREBY CERTIFY THAT THIS PLAN HAS BEEN  
PREPARED IN ACCORDANCE WITH THE RULES  
AND REGULATIONS OF THE REGISTER OF DEEDS  
OF THE COMMONWEALTH OF MASSACHUSETTS.  
*Christopher J. Andrews* 01/27/20  
PROFESSIONAL LAND SURVEYOR DATE

**NOTE:**

LOT(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.

NANTUCKET REGISTRY OF DEEDS

Date: February 19, 2020  
Time: 1:53 PM  
Plan No.: 2020-11  
Attest: *Janet J. Ferreira*  
Register  
SHEET 1 OF 1  
RESERVED FOR REGISTRY USE



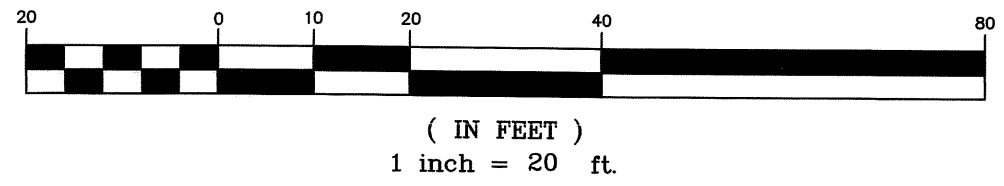
BEING A DIVISION OF  
LOT 18 SHOWN ON PLAN BOOK 17, PAGE 50

**Plan of Land**  
in  
Nantucket, Mass.  
Prepared for  
**MINDY D. LEVIN**  
**WESLEY W. VAN COTT**

Scale: 1" = 20' January 22, 2020

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

**GRAPHIC SCALE**



**NOTE:**  
SPECIAL PERMIT ISSUED TO ALLOW DIVISION UNDER Ch. 139-8C.

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

**Nantucket Planning Board**

APPROVAL UNDER THE  
SUBDIVISION CONTROL LAW  
NOT REQUIRED

*Frederick Mesinger*  
*James D. Bessey*  
*John F. Wadsworth*  
*Frederick M. Chase*

01-06-2020 PLSUB-2020-01-00023  
DATE SIGNED FILE #

B2922





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

*I. Policy.*

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

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

*II. Sewer Connection and Sewer Capacity Fee Waivers.*

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

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

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



## Agenda Item Summary

|               |          |
|---------------|----------|
| Agenda Item # | IX. 2.   |
| Date          | 4/6/2022 |

### Staff

Erika Mooney, Operations Administrator

### Subject

Waiver of Town Noise Bylaw

### Executive Summary

Attorney Richard Glidden, on behalf of his client, Peter Palandjian, is requesting a waiver of the Town Noise Bylaw until 12:00 AM to hold a wedding at the field at Bartlett's Farm, 39 Bartlett Farm Road, on Saturday, June 18, 2022.

### Staff Recommendation

n/a

### Background/Discussion

A 2021 request for a Noise Bylaw waiver to hold a wedding at 25 Millbrook Rd was denied and the noise had to stop at 10:00 PM.

Impact: Environmental ☐ Fiscal ☐ Community ☒ Other ☐

Noise impacts from wedding party.

### Board/Commission Recommendation

n/a

### Public Outreach

n/a

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

n/a

### Attachments

Emails from Attorney Glidden





**From:** [Richard Glidden](#)  
**To:** [Erika Mooney](#)  
**Cc:** [Peter Palandjian \(peterp@intercontinental.net\)](mailto:peterp@intercontinental.net); [manonp@intercontinental.net](mailto:manonp@intercontinental.net)  
**Subject:** Noise Ordinance  
**Date:** Monday, March 21, 2022 11:01:51 AM

---

I am writing to the Board on behalf of my client, Peter Palandjian. Peter's daughter is getting married on June 18, 2022 and the event is being held on the Field at Bartlett's Farm. There are 200 guests and the wedding planner is Rafenelli Events. There will be a tent with side panels to mitigate noise. There will be a seated dinner and there will be a dance floor in the middle of the room. There will be live music and the purpose of this letter is to request a waiver from the Board to allow the music to continue until 11 PM. As you are aware the Noise Ordinance requires live music to cease at 10 PM and we are asking for a 1 hour extension. The people at Bartletts are ok with this request and it certainly seems reasonable, especially given the isolated location of the event. Please let me know if you need any additional information. RJG

**Please note the change in our firm's name to Glidden & Brescher, PC. The email address will remain the same for the time being.**

Richard J. Glidden, Esquire  
Glidden & Glidden, P.C.  
PO Box 1079  
37 Centre Street  
Nantucket, MA 02554  
(508) 228-0771  
(508) 228-6205 (facsimile)  
[richard@gliddenandglidden.com](mailto:richard@gliddenandglidden.com)

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**From:** [Richard Glidden](#)  
**To:** [Erika Mooney](#)  
**Subject:** Noise Ordinance--- Palandjian wedding  
**Date:** Monday, March 21, 2022 1:28:22 PM

---

Could I amend my request to extend the waiver until Mid nite instead of 11 Pm ? thank you for your consideration

**Please note the change in our firm's name to Glidden & Brescher, PC. The email address will remain the same for the time being.**

Richard J. Glidden, Esquire  
Glidden & Glidden, P.C.  
PO Box 1079  
37 Centre Street  
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(508) 228-6205 (facsimile)  
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## Agenda Item Summary

|               |          |
|---------------|----------|
| Agenda Item # | IX. 3.   |
| Date          | 4/6/2022 |

### Staff

Erika Mooney, Operations Administrator

### Subject

Taxi Owners: Request to Schedule Public Hearing to Increase Town of Nantucket Taxi Rates.

### Executive Summary

A representative of the taxi industry has requested a public hearing be scheduled to consider increasing taxi rates. Taxi rates were last increased in 2016 and the senior citizen rate was clarified in 2017.

### Staff Recommendation

N/A

### Background/Discussion

In 2007, the Select Board voted to allow for a temporary fuel surcharge for taxis when gas prices were high, in lieu of a taxi rate increase. See attached minutes from 6/20/2007.

Impact: Environmental ☐ Fiscal ☒ Community ☒ Other ☐

### Board/Commission Recommendation

N/A

### Public Outreach

If the Board votes to hold a public hearing, a notice will be run in the newspaper for three weeks.

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

N/A

### Attachments

Email from Stan Pavlov, Stan's Taxi, with proposed taxi rate increases; email from Town Clerk; comparison chart of existing and proposed rates; portion of 6/20/2007 Select Board minutes



**From:** [stanislav.pavlov](#)  
**To:** [Erika Mooney](#)  
**Subject:** Taxi rates update  
**Date:** Friday, March 18, 2022 12:42:49 PM  
**Attachments:** [Town of Nantucket proposed taxi rates \(March 2022\) 3.pdf](#)

---

Town Administration  
16 Broad street  
Nantucket, MA  
02554

Dear Town Administrator and Board Members,

My name is Stan Pavlov, owner of Stan's Taxi, I live at 2A Yawkey Way, Nantucket.

I am speaking on behalf of the taxi industry and we would like to be put on the agenda for a public hearing on updating the current taxi rates ( last revised in April, 2016 with a small amendment regarding a senior discount in November, 2017 ).

In light of :

- the recent rise of inflation
- immense rise of the island cost of living, including, but not limited to: rent, food, restaurants, medical, real estate, mechanic repairs, labor, auto supplies, all utilities and obviously gas
- rise of commercial insurance
- major price increase of new and used vehicles

We are kindly requesting a public hearing on updating the proposed rate increase on your next available date. Having these rates approved would help not only the owners to keep up with the cost of doing business on Nantucket, but also the many wonderful drivers who choose to serve our community as taxi drivers.

Many thanks in advance for your time and consideration, we look forward to hearing from you soon.

Best regards,  
Stan Pavlov, representative of Nantucket  
taxi owners and operator

cell# 4134069050  
business# 5085006565  
email: stan1783@icloud.com

P.S. attaching scanned copy with the new proposed taxi rates :

## Town of Nantucket proposed taxi rates (March 2022)

|                           |    |                        |    |
|---------------------------|----|------------------------|----|
| Airport/Cisco-Miacomet    | 27 | Town/Cisco-Miacomet    | 22 |
| Airport/Dionis            | 29 | Town/Dionis            | 20 |
| Airport/Eel Point         | 34 | Town/Eel Point         | 25 |
| Airport/Hoicks Hollow     | 32 | Town/Hoicks Hollow     | 36 |
| Airport/Low Beach         | 28 | Town/Low Beach         | 31 |
| Airport/Madaket           | 39 | Town/Madaket           | 26 |
| Airport/Madequecham       | 27 | Town/Madequecham       | 31 |
| Airport/Massassoit Bridge | 42 | Town/Massassoit Bridge | 33 |
| Airport/Mid Island A      | 18 | Town/Mid Island A      | 14 |
| Airport/Mid Island B      | 18 | Town/Mid Island B      | 18 |
| Airport/Mid Island C      | 22 | Town/Mid Island C      | 20 |
| Airport/Pocomo            | 31 | Town/Pocomo            | 31 |
| Airport/Polpis            | 27 | Town/Polpis            | 27 |
| Airport/Quaise            | 23 | Town/Quaise            | 23 |
| Airport/Quidnet           | 31 | Town/Quidnet           | 31 |
| Airport/Sankaty Head      | 31 | Town/Sankaty Head      | 35 |
| Airport/Shimmo            | 19 | Town/Shimmo            | 19 |
| Airport/Sconset           | 27 | Town/Sconset           | 30 |
| Airport/Tom Nevers        | 24 | Town/Tom Nevers        | 26 |
| Airport/Town              | 20 | Town/Airport           | 20 |
| Airport/Wauwinet          | 35 | Town/Wauwinet          | 35 |
| Airport/Cross Town        | 24 | Cross Town/Airport     | 24 |
| Airport/Squam             | 38 | Town/Squam             | 38 |
| Airport Zone              | 18 | In-Town rate           | 11 |

**Additional passengers are charged \$3 each**

### Cross Island Fares:

|                  |      |
|------------------|------|
| Wauwinet/Sconset | \$45 |
| Madaket/Sconset  | \$55 |
| Wauwinet/Madaket | \$60 |

### Additional charges:

|           |                           |
|-----------|---------------------------|
| Bikes     | \$3                       |
| Dogs      | \$4 (driver's discretion) |
| Dirt road | \$5 (driver's discretion) |

**Booking fee for reservations from Ferry/Airport : \$6/\$12**

**Senior rate : \$2 discount for year round senior residents 65+**

**11pm-7am: add \$5 to all taxi fares**

**Baggage:** 2bags per person included, an additional charge of \$2 per bag in excess of two

**Hourly Rate:** A pre-determined hourly rate may be charged at \$90 per hour or \$1,5 per minute.

**Doubles:** Taxis may take multiple fares to different locations, each party will be charged separately

**Accidental cleaning fee: \$150**

**From:** [Nancy Holmes](#)  
**To:** [Libby Gibson](#); [Erika Mooney](#)  
**Cc:** [William Pittman](#); [Amy Baxter](#); [Marina Dzvonik](#); [Katie Cabral](#); [Laura Raimo](#)  
**Subject:** RE: Taxi rates update  
**Date:** Wednesday, March 30, 2022 9:29:35 AM

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I would like to say in general that I approve of some sort of fare increases for our licensed Taxi's, the amounts of course to be negotiated. We all know that gas costs are rising, and the Taxi owners tell me every year it takes about \$5K or more just to get a cab on the road, and that they hope to break even by late July. Besides insurance and registration costs, we charge the \$300 Taxi licensing fee, and the airport now charges the Taxi's I believe \$500 to be able to pick up at the airport – which I find to be quite a lot, considering it is more than the town annual licensing fee, and that Uber's are allowed to pick up at the airport - and I don't believe they have to pay any fee to do so.

As you may know already, more and more taxi owners have given up their licenses in recent years, almost all state it is too hard to make any profit. Due to the transiency of some of the Uber and Lyft drivers coming and going from the island – and therefore not really knowing our roads, etc., I feel it is very important that we support and maintain a strong, local taxi industry. This is especially important for the off-season and year-round residents. Having said that, I think some of the owners need to be reminded that if they have the privilege of a license, they are obligated to have their cabs on the road for the months of June, July and August, at the very least. Laura Raimo has also put this fact as a reminder in our renewal letter going out for 2022. I got complaints from a couple drivers last year that certain Taxis were not on the road at all. I explained to them that we couldn't do anything if we didn't know who was not driving – but no one would name names.

As to the fare increases in general, I would support some sort of a nominal booking fee for the airport and ferry, as I'm sure these fares could be taken away by other drivers, including Ubers. However, I don't think a booking fee should be charged to an elderly resident. I also support some manner of a cleaning fee, but only for specific situations, not a child's crumbs or a small coffee spill or something like that. I also support general fare increases, but the area of 30% that most of these fall in seems like a high start. I'm sure the Select Board will consider what the owners may have to say in person as to their costs and justifications and work from there.

Lastly, Stan is a new taxi "owner", but I understand has driven for years and I've no doubt is much experienced. But I do hope that other drivers show up to voice their opinions, as I'm not sure there is a cohesive association these days. So I would hope a variety of owners will show to put their opinions forward to the Select Board.

*Nancy L. Holmes*, CMC  
Town & County Clerk  
Town of Nantucket  
16 Broad Street  
Nantucket, MA 02554

## Town of Nantucket Taxi Rates

Revised June 2, 2005; June 20, 2007; May 28, 2008; February 18, 2009; July 20, 2011; April 20, 2016 - Effective June 15, 2016; November 15, 2017 – Effective November 30, 2017

These rates are for one (1) passenger only

|                                      | Current Fare | Proposed Fare | % Change (increase) |
|--------------------------------------|--------------|---------------|---------------------|
| Addit. passenger(s) are charged each | 2.00         | 3.00          | 50.00%              |

| Route                                                        | Current Fare | Proposed Fare | % Change (increase) | Route                   | Current Fare | Proposed Fare | % Change (increase) |
|--------------------------------------------------------------|--------------|---------------|---------------------|-------------------------|--------------|---------------|---------------------|
| Airport/Cisco-Miacomet                                       | 21.00        | 27.00         | 28.57%              | Town/Cisco-Miacomet     | 17.00        | 22.00         | 29.41%              |
| Airport/Dionis                                               | 21.00        | 29.00         | 38.10%              | Town/Dionis             | 15.00        | 20.00         | 33.33%              |
| Airport/Eel Point                                            | 25.00        | 34.00         | 36.00%              | Town/Eel Point          | 19.00        | 25.00         | 31.58%              |
| Airport/Hoicks Hollow                                        | 25.00        | 32.00         | 28.00%              | Town/Hoicks Hollow      | 29.00        | 36.00         | 24.14%              |
| Airport/Low Beach                                            | 23.00        | 28.00         | 21.74%              | Town/Low Beach          | 26.00        | 31.00         | 19.23%              |
| Airport/Madaket                                              | 27.00        | 39.00         | 44.44%              | Town/Madaket            | 20.00        | 26.00         | 30.00%              |
| Airport/Madequecham                                          | 20.00        | 27.00         | 35.00%              | Town/Madequecham        | 22.00        | 31.00         | 40.91%              |
| Airport/Massasoit Bridge                                     | 32.00        | 42.00         | 31.25%              | Town/Massasoit Bridge   | 24.00        | 33.00         | 37.50%              |
| Airport/Mid-Island A                                         | 14.00        | 18.00         | 28.57%              | Town/Mid-Island A       | 11.00        | 14.00         | 27.27%              |
| Airport/Mid-Island B                                         | 14.00        | 18.00         | 28.57%              | Town/Mid-Island B       | 14.00        | 18.00         | 28.57%              |
| Airport/Mid Island C                                         | 17.00        | 22.00         | 29.41%              | Town/Mid Island C       | 15.00        | 20.00         | 33.33%              |
| Airport/Pocomo                                               | 25.00        | 31.00         | 24.00%              | Town/Pocomo             | 25.00        | 31.00         | 24.00%              |
| Airport/Polpis                                               | 21.00        | 27.00         | 28.57%              | Town/Polpis             | 21.00        | 27.00         | 28.57%              |
| Airport/Quaise                                               | 18.00        | 23.00         | 27.78%              | Town/Quaise             | 18.00        | 23.00         | 27.78%              |
| Airport/Quidnet                                              | 25.00        | 31.00         | 24.00%              | Town/Quidnet            | 25.00        | 31.00         | 24.00%              |
| Airport/Sankaty Head                                         | 24.00        | 31.00         | 29.17%              | Town/Sankaty Head       | 28.00        | 35.00         | 25.00%              |
| Airport/Shimmo                                               | 15.00        | 19.00         | 26.67%              | Town/Shimmo             | 15.00        | 19.00         | 26.67%              |
| Airport/Siasconset                                           | 20.00        | 27.00         | 35.00%              | Town/Siasconset         | 24.00        | 30.00         | 25.00%              |
| Airport/Tom Nevers                                           | 19.00        | 24.00         | 26.32%              | Town/Tom Nevers         | 22.00        | 26.00         | 18.18%              |
| Airport/Town                                                 | 14.00        | 20.00         | 42.86%              | Town/Airport            | 14.00        | 20.00         | 42.86%              |
| Airport/Wauwinet                                             | 27.00        | 35.00         | 29.63%              | Town/Wauwinet           | 27.00        | 35.00         | 29.63%              |
| Airport/Cross Town Zone*                                     | 16.00        | 24.00         | 50.00%              | Cross Town Zone/Airport | 16.00        | 24.00         | 50.00%              |
| Airport/Squam                                                | 30.00        | 38.00         | 26.67%              | Town/Squam              | 30.00        | 38.00         | 26.67%              |
| In-Town Rate for one (1) passenger                           | 8.00         | 11.00         | 37.50%              |                         |              |               |                     |
| Airport Zone for one (1) passenger, or to leave airport line | 14.00        | 18.00         | 28.57%              |                         |              |               |                     |

\*Cross Town Rate Only Applies To/From Nantucket Memorial Airport (Not Airport Zone)



### CROSS-ISLAND FARES

| To/From             | Current Fare | Proposed Fare | % Change (increase) | Additional Charges | Current | Proposed | % Change (increase) |                       |
|---------------------|--------------|---------------|---------------------|--------------------|---------|----------|---------------------|-----------------------|
| Wauwinet/Siasconset | 38.00        | 45.00         | 18.42%              | Dogs (each)        | 2.00    | 4.00     | 100.00%             | (driver's discretion) |
| Madaket/Siasconset  | 44.00        | 55.00         | 25.00%              | Bicycles (each)    | 2.00    | 3.00     | 50.00%              | at own risk           |
| Wauwinet/Madaket    | 47.00        | 60.00         | 27.66%              | Dirt road charge   | 3.00    | 5.00     | 66.67%              | (driver's discretion) |

|                                                                                                                                              | Current | Proposed                                | % Change (increase) |
|----------------------------------------------------------------------------------------------------------------------------------------------|---------|-----------------------------------------|---------------------|
| <b>BAGGAGE:</b> Two (2) bags per person are included in the above rates, an additional charge per bag in excess of two (2) bags              | 1.00    | 2.00                                    | 100.00%             |
| <b>HOURLY RATE:</b> A pre-determined hourly rate may be charged <b>per hour</b>                                                              | 60.00   | 90.00                                   | 50.00%              |
| <b>HOURLY RATE:</b> A pre-determined hourly rate may be charged <b>per minute</b> .                                                          | 1.00    | 1.50                                    | 50.00%              |
| <b>STAND-BY REQUESTS:</b> May be charged at a rate of \$1.00 per minute.                                                                     | 1.00    | not included in the proposed taxi rates |                     |
| <b>SENIOR CITIZEN RATE:</b> Offered as a courtesy to year-round residents only; \$2.00 discount on all fares for Senior Citizens 65 years +. | 2.00    | 2.00                                    | 0.00%               |

|                                                                                                  | Current Hours  | Proposed Hours |
|--------------------------------------------------------------------------------------------------|----------------|----------------|
| <b>Late Night Fares:</b> proposed to change hours but keep the same add \$5.00 to all taxi fares | 12:00AM-6:00AM | 11:00PM-7:00AM |

| Additional new charges                    | Current | Proposed Fees |
|-------------------------------------------|---------|---------------|
| Accidental Cleaning Fee                   |         | 150.00        |
| Booking fee for reservations from Ferry   |         | 6.00          |
| Booking fee for reservations from Airport |         | 12.00         |

**DOUBLES:** Taxis may take multiple fares to different locations. Each party will be charged separately.

**Please report any charges in excess of the above rates to the Nantucket Police Department (508-228-1212) giving the taxicab owner's name and the taxi operator's license number for identification.**

**THIS OPERATOR IS NOT AUTHORIZED TO CONDUCT TOURS**

~~Willauer opened the public hearing. Pastor Donovan Kerr spoke in favor of the application and described the event geared toward the youth. Questions followed from the Board about logistics, the premises location and the recommendation that the organizers speak with other groups on logistics for public venues. Chairman Willauer closed the public hearing. Mr. Kopko moved to approve the application. Mr. Reinhard seconded. So voted unanimously.~~

**11. Public Hearing to Consider Increasing Taxi Rates.** Chairman Willauer opened the public hearing. David Barrett, an individual taxi owner, spoke in favor of the request of adding one dollar to all fares except the Town fare. A-1 Taxi representative Lisa Fisher provided examples of the effects of the recent increases in gas prices and suggested a gas surcharge rather than a rate increase in line with that of other service providers on the island as a more palatable change for the customer. Discussion followed on the need for services, the June 2005 date of the last increase and the increases of prices by other businesses. Taxi business owner Alvin Topham spoke in support of the request. Discussion continued on options available and the possibility of a provision to remove the surcharge if gas prices drop below \$3. Steve Pignato spoke on availability of service and the effects of increasing rates. Mr. Kopko suggested approving a \$1 surcharge for a six-month period, with a review at that time. Discussion followed on the need for flexibility of the surcharge and whether an increase has the same effect as a surcharge. Chairman Willauer closed the public hearing. Ms. Roggeveen moved to approve a taxi rate increase by one dollar exclusive of the "in-town rate" consistent with the proposal by Mr. Barrett to take effect July 1, 2007 and with the addition of a review at six months for a fuel charge subsidy. Mr. Reinhard seconded. So voted unanimously. Ms. Roggeveen seconded. So voted unanimously.

~~12. Public Hearing to Consider Amendments to Town of Nantucket Charter, Tour, Limousine Regulations.~~ Chairman Willauer opened the public hearing. Brenda McDonough, Commission on Disability Facilitator, spoke in favor of the matter to provide on-demand accessible tour service for the disabled. She advised that the business would be available to the general public and that it would operate via a separate license and vehicle from an existing accessible taxi business. Ara Charder spoke on her tour service to disabled individuals and suggested a variance regarding vehicle size. Discussion followed on vehicle size, seat configuration and Town and state licenses. Chairman Willauer closed the public hearing. Mr. Kopko moved to approve the amendments as presented to include language regarding the accessible tour vehicle and operation. Mr. Roggeveen seconded. So voted unanimously.

~~13. Public Hearing to Consider Annual Increase to Landfill User Fees.~~ Chairman Willauer opened the public hearing. DPW Director Jeff Willett stated that the increase is meant to offset an annual contractual increase by Waste Options. Discussion followed on customer concerns at the landfill, including hours, the scale waiting time, and possible negotiations with Waste Options on these items. Island resident Grant Sanders asked the Board to request that Mr. Willett seek a decrease in certain rates to alleviate dumping of large items on Land Bank property. Discussion followed. Chairman Willauer closed the public hearing. Mr. Kopko moved to approve the increase effective July 1, 2007. Mr. Chadwick seconded. So voted unanimously.

~~Town Administrator's Report. None.~~





## Agenda Item Summary

|               |          |
|---------------|----------|
| Agenda Item # | IX. 4.   |
| Date          | 4/6/2022 |

### Staff

Tucker Holland, Housing Director

### Subject

6FG / Ticcoma Green Presentation and Gap Financing Proposal from HallKeen Management

### Executive Summary

As the Board is aware, there have been significant construction cost increases for this project due to the several-year delay resulting from the neighbor appeal of the Planning Board Special Permit. While the project has received a tax credit award and complementary subsidy from the state, as planned, there now is a \$6.5 million gap due to increased cost. The developer would like to update the Board and the community on the status of the project and make a proposal with respect to addressing the gap.

### Staff Recommendation

No staff recommendation regarding the proposal at this time.

### Background/Discussion

This is an opportunity for the Board, staff and the community to get up to speed on the status of the project and to clarify its understanding around what is needed in order for this project to move forward. The AHT and the Board will need to consider under what circumstances they would provide financial support. No vote would be expected to be taken at this meeting.

Impact: Environmental ☐ Fiscal ☒ Community ☒ Other ☐

Meeting the community's housing needs and Select Board's Safe Harbor objectives.

### Board/Commission Recommendation

N/A

### Public Outreach

N/A

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

Strategic Plan – Housing

### Attachments

- 1) Presentation deck provided by HallKeen Management
- 2) Sample MassDocs loan terms



# Ticcoma Green Proposed Updates

(a 64-unit mixed-income workforce rental community with 114 bedrooms)

HallKeen Management Inc

LDa Architecture

Proposed GC: Dellbrook JKS

# Contents

- Key Updates/Critical Path
- Key Changes
- Updated Plans
- Proposed Financing Terms
- Open Questions
- Desired Feedback/Approvals

# Contents

- **Key Updates/Critical Path**
- Key Changes
- Updated Plans
- Proposed Financing Terms
- Open Questions
- Desired Feedback/Approvals

# Key Updates/Critical Path

- 2021: DHCD awards in hand and zoning permits perfected
- April 2022: finalize VE and required approvals
- May-June 2022: finalize contract plans and specs
- July 2022: final bids
- August-November 2022: building permits, final underwriting and closing due diligence
- December 2022: closing
- January 2023: construction start

# Contents

- Key Updates/Critical Path
- **Key Changes**
- Updated Plans
- Proposed Financing Terms
- Open Questions
- Desired Feedback/Approvals

# Key Changes

- GC selection- Dellbrook Construction
- Cost increase and reliance on town financing
- Unit Mix and increased affordability option
- Eliminate fossil fuels
- Other misc. value engineering and related changes
- Key plan changes
  - Four building plan (HDC requirement) versus three
  - Revised walkway and fire lane layout and materials
  - No elevators in small “Fairgrounds” buildings
  - 55 of 64 units visitable due to non-elevator smaller buildings (versus 64)
  - 7 or more units ADA accessible versus 10
  - Mail, laundry and storage in one building

# Cost Increases and Reliance on Town Financing

| Uses                           |                   |                   |
|--------------------------------|-------------------|-------------------|
| Use                            | Current           | 2021 One-stop     |
| Acquisition Costs              | 64,000            | 64,000            |
| Total Construction/Hard Costs  | 30,474,093        | 24,589,056        |
| Soft Costs                     | 3,551,307         | 3,295,110         |
| Developer Fees & Overhead      | 1,300,000         | 1,300,000         |
| Financing Costs                | 2,943,812         | 2,709,955         |
| Tax Credit Fees                | 165,000           | 115,000           |
| Reserves, Lease-Up, Misc.      | 1,507,303         | 1,575,476         |
| <b>Total</b>                   | <b>40,005,515</b> | <b>33,648,597</b> |
|                                |                   |                   |
| Sources                        |                   |                   |
| Use                            | Current           | 2021 One-stop     |
| Perm Loan                      | 15,005,056        | 15,342,597        |
| Soft Second- Town of Nantucket | 6,500,459         | -                 |
| Fed LIHTC                      | 9,200,000         | 9,100,000         |
| MA LIHTC                       | 4,100,000         | 4,000,000         |
| HSF                            | 600,000           | 600,000           |
| AHTF                           | 985,000           | 985,000           |
| HOME                           | 715,000           | 715,000           |
| Workforce Housing Trust        | 2,900,000         | 2,900,000         |
| <b>Total</b>                   | <b>40,005,515</b> | <b>33,642,597</b> |



# Cost Increases and Reliance on Town Financing

| 5 Year Operating Pro Forma     |                   |                   |                   |                   |                   |
|--------------------------------|-------------------|-------------------|-------------------|-------------------|-------------------|
|                                | 1                 | 2                 | 3                 | 4                 | 5                 |
| <b>Income</b>                  |                   |                   |                   |                   |                   |
| Rental Income                  | 1,923,948         | 1,972,047         | 2,021,348         | 2,071,882         | 2,123,679         |
| Vacancy, Bad debt, Concessions | (96,197)          | (98,602)          | (101,067)         | (103,594)         | (106,184)         |
| <b>Net Rental Income</b>       | <b>1,827,751</b>  | <b>1,873,444</b>  | <b>1,920,280</b>  | <b>1,968,287</b>  | <b>2,017,495</b>  |
| Other Income                   | 14,040            | 14,391            | 14,751            | 15,120            | 15,498            |
| <b>Total Income</b>            | <b>1,841,791</b>  | <b>1,887,835</b>  | <b>1,935,031</b>  | <b>1,983,407</b>  | <b>2,032,992</b>  |
| <b>Expenses</b>                |                   |                   |                   |                   |                   |
| Administrative                 | 264,218           | 270,823           | 277,594           | 284,533           | 291,647           |
| Maintenance                    | 240,185           | 246,190           | 252,344           | 258,653           | 265,119           |
| Utilities                      | 117,000           | 119,925           | 122,923           | 125,996           | 129,146           |
| Taxes & Insurance              | 103,080           | 105,657           | 108,298           | 111,006           | 113,781           |
| <b>Total Expenses</b>          | <b>724,483</b>    | <b>742,595</b>    | <b>761,159</b>    | <b>780,188</b>    | <b>799,693</b>    |
| <b>NOI</b>                     | <b>1,117,308</b>  | <b>1,145,241</b>  | <b>1,173,872</b>  | <b>1,203,219</b>  | <b>1,233,299</b>  |
| <b>Reserves</b>                | <b>(32,000)</b>   | <b>(33,280)</b>   | <b>(34,611)</b>   | <b>(35,996)</b>   | <b>(37,435)</b>   |
| <b>Adjusted NOI</b>            | <b>1,085,308</b>  | <b>1,111,961</b>  | <b>1,139,261</b>  | <b>1,167,223</b>  | <b>1,195,864</b>  |
| <b>Debt Service</b>            |                   |                   |                   |                   |                   |
| MA Housing Const-Perm          | \$ 868,246        | \$ 868,246        | \$ 868,246        | \$ 868,246        | \$ 868,246        |
| DSCR                           | 1.25              | 1.28              | 1.31              | 1.34              | 1.38              |
| <b>Free Cash Flow</b>          | <b>\$ 217,062</b> | <b>\$ 243,714</b> | <b>\$ 271,014</b> | <b>\$ 298,976</b> | <b>\$ 327,617</b> |

# Unit Mix and Affordability

| BR Mix        | TOTAL     |
|---------------|-----------|
|               |           |
| <b>Studio</b> | 12        |
| <b>1 BR</b>   | 14        |
| <b>2 BR</b>   | 26        |
| <b>3 BR</b>   | <u>12</u> |
| <b>TOTAL</b>  | 64        |
|               |           |

| Affordability Mix | OPTION A  |  | OPTION B** |
|-------------------|-----------|--|------------|
|                   |           |  |            |
| <b>30% AMI</b>    | 9         |  | See Below  |
| <b>60% AMI</b>    | 14        |  | See Below  |
| <b>120% AMI</b>   | 29        |  | See Below  |
| <b>Market</b>     | <u>12</u> |  | <u>6</u>   |
| <b>TOTAL</b>      | 64        |  | 64         |
|                   |           |  |            |

\*\* consistent with the Special Permit, we are seeking flexibility to increase the number of affordable units up to 58.

# Eliminate Fossil Fuels

| <u>Original Application</u>                                | <u>Updated Application</u>             |
|------------------------------------------------------------|----------------------------------------|
| Propane tanks                                              | No propane tanks                       |
| Gas ranges                                                 | Electric ranges; possibly induction    |
| Gas/electric common heat pumps                             | All electric common heat pumps         |
| Instant hot water (later revised to gas central hot water) | Traditional resistance hot water tanks |
| Unit HE heat pumps                                         | No change                              |

# Other VE and Need-based Changes

| <u>Original Application</u>                             | <u>Updated Plan</u>                                                         |
|---------------------------------------------------------|-----------------------------------------------------------------------------|
| FSC Certified wood                                      | FSC Certified wood to the extent available at commercially comparable costs |
| Solar HW for Common Laundry                             | Solar PV for Common Laundry                                                 |
| Battery Storage for common electric and elevator backup | Battery Storage or Generator for elevator backup                            |
| Extensive walkways and brick patios                     | Reduced walkways and limit brick to landing areas                           |

# Storage

| <u>Original Application</u>                           | <u>Updated Application</u>                                                                                                           |
|-------------------------------------------------------|--------------------------------------------------------------------------------------------------------------------------------------|
| Option of one basement contemplated                   | Proposed one basement                                                                                                                |
| All storage units in basement of Fairgrounds building | 60 storage units in basement of Ticcoma A building; Some ADA units have in-unit or in-hallway storage closets instead of in-basement |
| 8'x10' storage units                                  | 5'x10' storage units or storage closets                                                                                              |

# 5x10 Storage Unit Items

## What can I fit in a 5x10 storage unit?

Our 5x10 storage units can typically hold the contents of one mid-sized bedroom, including several boxes or storage containers. In total, you can store one or two large pieces of furniture in 5x10 self storage, perfect for a college dorm room or studio apartment.

5x10 storage units can generally fit household or [business items](#) from one room.

| Furniture              | Appliances              | Outdoor        | Entertainment | Business               | Misc.                       |
|------------------------|-------------------------|----------------|---------------|------------------------|-----------------------------|
| Chairs                 | Toasters                | Bicycles       | TVs           | Small office equipment | Small to medium-sized boxes |
| Chests of drawers      | Microwaves              | Lawn mowers    | Books         | Extra inventory        | Gardening supplies          |
| Small dressers         | Vacuum cleaners         | Motorcycles    | Toys          | Paper documents        | Personal records            |
| Twin or queen mattress | Fans                    | Seasonal items | Instruments   |                        | Luggage                     |
| Small couches          | Window air conditioners | Sports gear    | Collectibles  |                        |                             |
| Lamps                  |                         |                | Records       |                        |                             |
| Coffee tables          |                         |                |               |                        |                             |
| TV stands              |                         |                |               |                        |                             |

# Storage



# Contents

- Key Updates/Critical Path
- Key Changes
- **Updated Plans**
- Proposed Financing Terms
- Open Questions
- Desired Feedback/Approvals

# Plan Updates

- Site plan (2017 vs 2022)
- Civil plan
- Floorplans
- Office, Mail, Laundry and Storage location



- ① Brick Terrace
- ② Community Garden
- ③ Native Tree & Shrub
- ④ Vegetated Screening
- ⑤ Foundation Planting
- ⑥ Native Meadow
- ⑦ Split Rail Fence
- ⑧ Maintenance Shed
- ⑨ Trash Enclosure
- ⑩ Covered Bike Storage
- ⑪ Bollard Light
- ⑫ Post Light
- ⑬ Exposed Aggregate Concrete Pathways
- ⑭ Porous Asphalt
- ⑮ Brick Landing
- ⑯ Fire Hydrant
- ⑰ Grass Pave Fire Lane
- ⑱ Playground
- 🚗 Zip Car Parking
- 🔌 EV Car Charging Station
- 🛵 Scooter Parking
- ♿ Accessible Parking

Year Round  
Bus Stop  
(Miacomet Line)



November 2017- 3 building Plan

**Ticcoma Green**  
Site Plan with Necessary Easements  
81 PARKING SPACES  
November 16, 2017

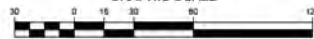






| PROPOSED PARKING |           |
|------------------|-----------|
| TYPE             | TOTAL     |
| REGULAR          | 67        |
| HANDICAP         | 6 (2 VAN) |
| ELECTRIC CAR     | 2         |
| ZIP CAR          | 2         |
| MOTORCYCLE       | 4         |

GRAPHIC SCALE



1 INCH = 30 FEET

[illegible]

|                                                                                                                                                                                                                            |                     |                  |
|----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|---------------------|------------------|
| <b>Horsley Witten Group, Inc.</b><br>Sustainable Environmental Solutions<br><a href="http://www.horsleywitten.com">www.horsleywitten.com</a><br>10 Route 6A<br>Andover, MA 02543<br>978-433-6600 voice<br>978-433-3150 fax | Designed By<br>0903 | Drawn By<br>0903 |
|----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|---------------------|------------------|

TICCOMA GREEN  
TICCOMA WAY  
NANTUCKET, MASSACHUSETTS

## PROPOSED SITE PLAN

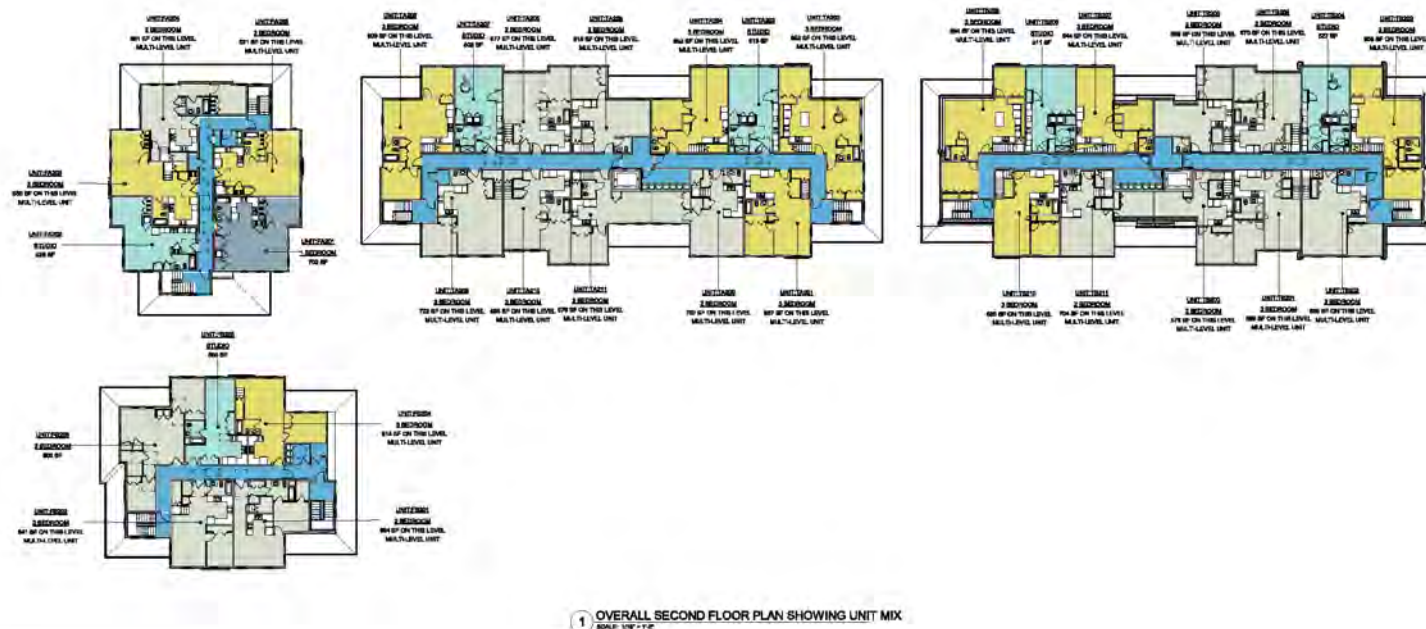
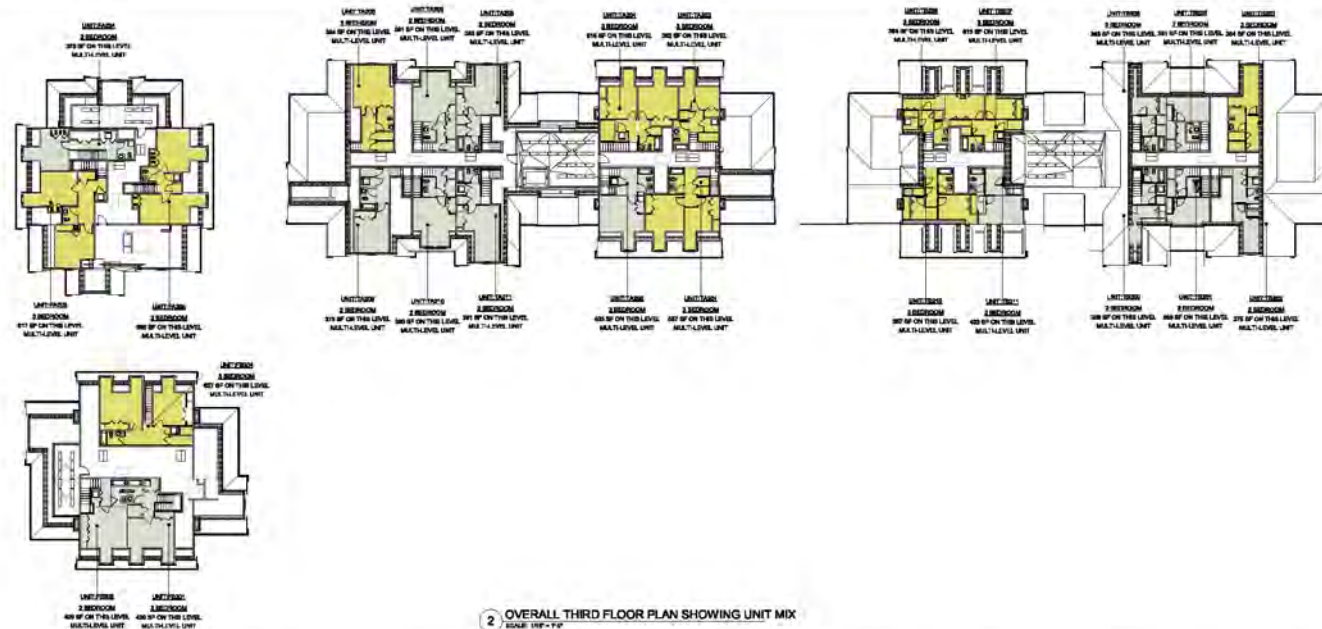
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|-------------------------------------------------------------------------------------------------------------------------------------------------|-----------------------------------------|
| Prepared For:<br><b>Hall-Keen Management</b><br>400 Providence Highway, Suite<br>1000<br>Needham, MA 02462<br>Phone: 781-915-3553<br>Fax: _____ | Print Name: _____<br>Print Title: _____ |
|-------------------------------------------------------------------------------------------------------------------------------------------------|-----------------------------------------|

Survey Provided By:  
**Blackwell & Associates, Inc.**  
20 Tremble Circle  
Melville, MA 02046  
Phone: 617 224-4008  
Fax: 617 224-4003  
Domic: 617-4, 2617

|                |         |
|----------------|---------|
| Project Name   |         |
|                |         |
| Project Number | Sheet   |
| 17116          | 5 of 11 |
| Drawn Number   |         |
| C - 5          |         |







**UNIT KEY PLAN**



**TICCOMA GREEN**  
6 FAIRGROUNDS RD.  
NANTUCKET, MA

100A South Street, Nantucket, MA 02550  
617.552.4444  
www.LDA-architect.com

DATE: 01/11/2011  
BY: J. L. DA SILVA

REVISION: 01/11/2011

DATE: 01/11/2011  
BY: J. L. DA SILVA

REVISION: 01/11/2011

DATE: 01/11/2011  
BY: J. L. DA SILVA

REVISION: 01/11/2011

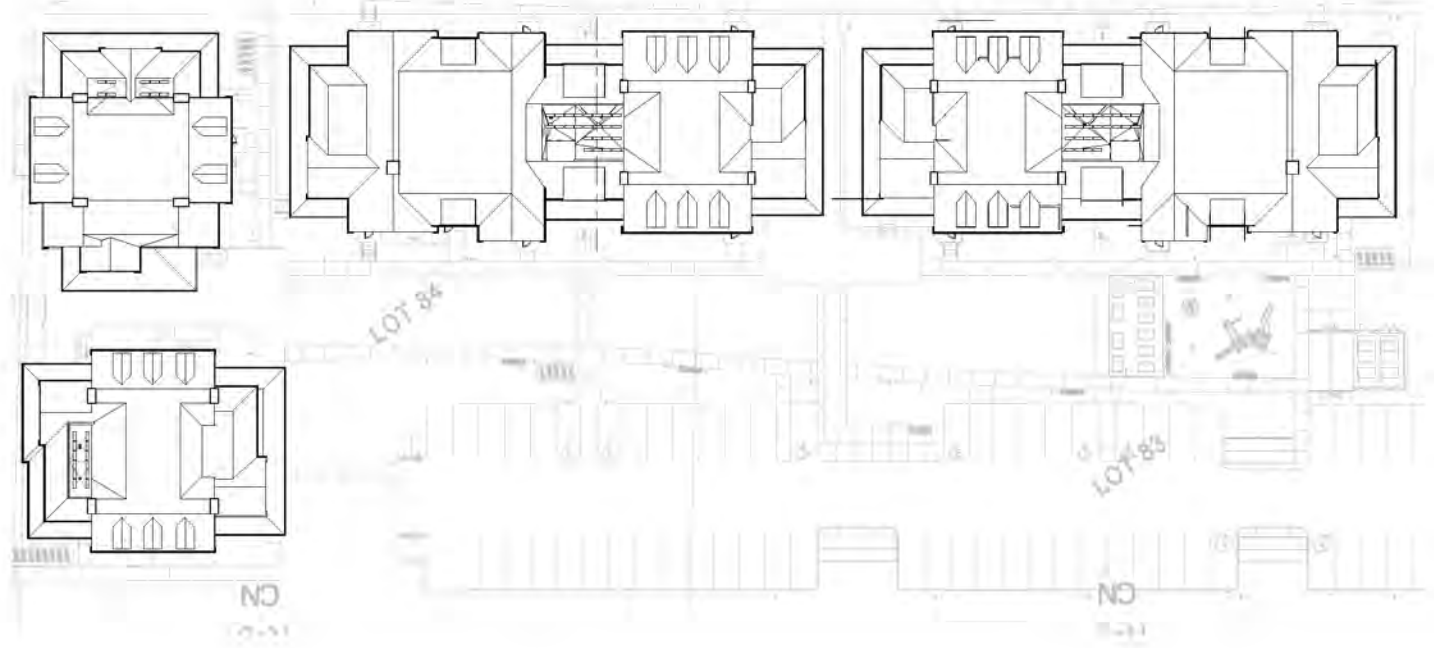
DATE: 01/11/2011  
BY: J. L. DA SILVA

REVISION: 01/11/2011

DATE: 01/11/2011  
BY: J. L. DA SILVA

REVISION: 01/11/2011

**A006**



DATE 01/10/2020  
 SCALE 1/8" = 1'-0"  
 DRAWN BY DYNAMORPH  
 CHECKED TAVTS  
 SHEET 01 OF 01  
 PROJECT OVERALL ROOF PLAN

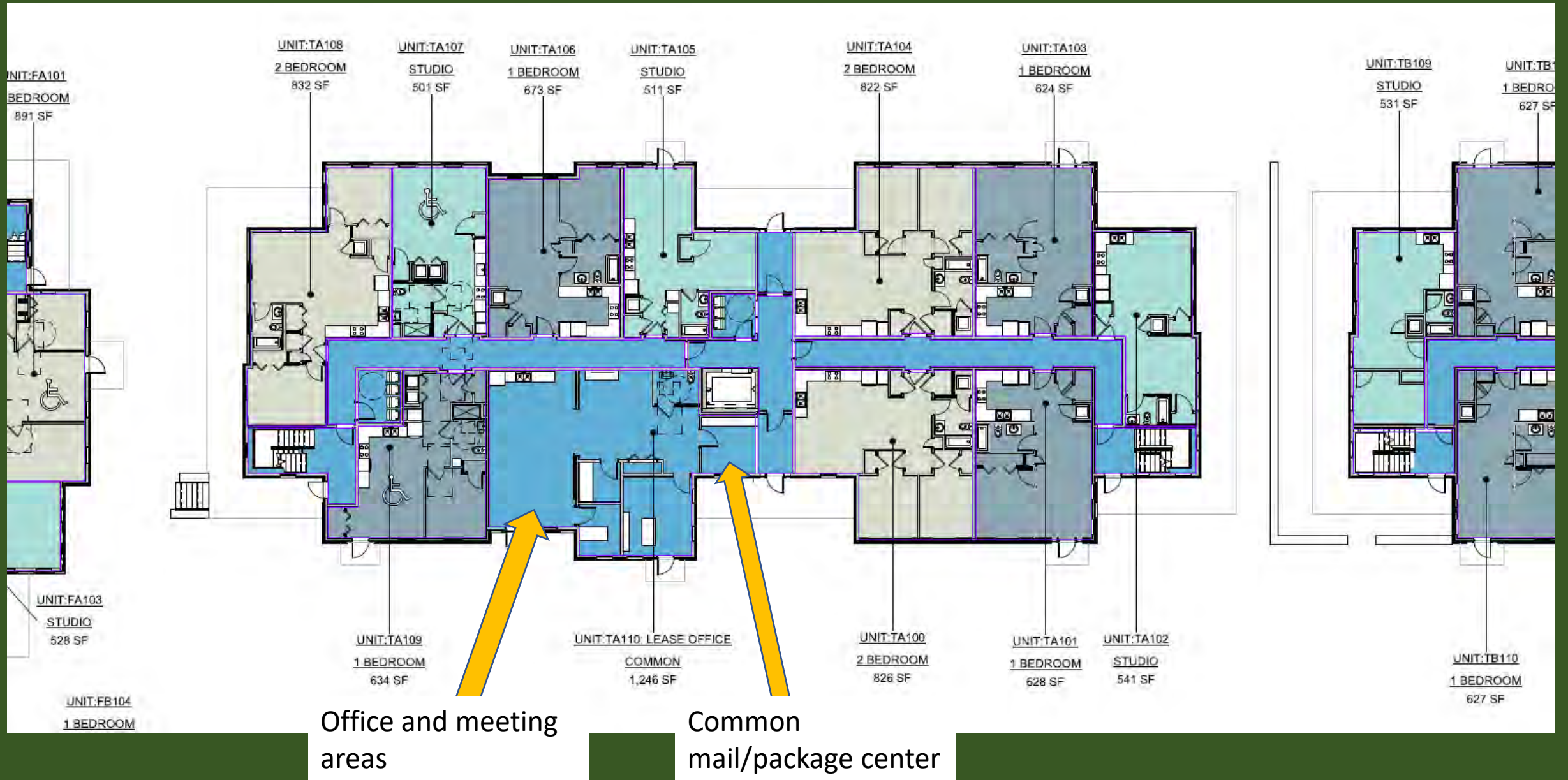
REVISION  
 NO. DESCRIPTION  
 1.000

LDa Architecture & Interiors, LLP  
 120 Third Street, Suite 202  
 Cambridge, MA 02142  
 617-621-1455 Fax 617-621-1477  
[www.LDa-Architects.com](http://www.LDa-Architects.com)

**TICCOMA GREEN**  
 FORM 11  
 6 FAIRGROUNDS RD  
 NANTUCKET, MA

**A007**

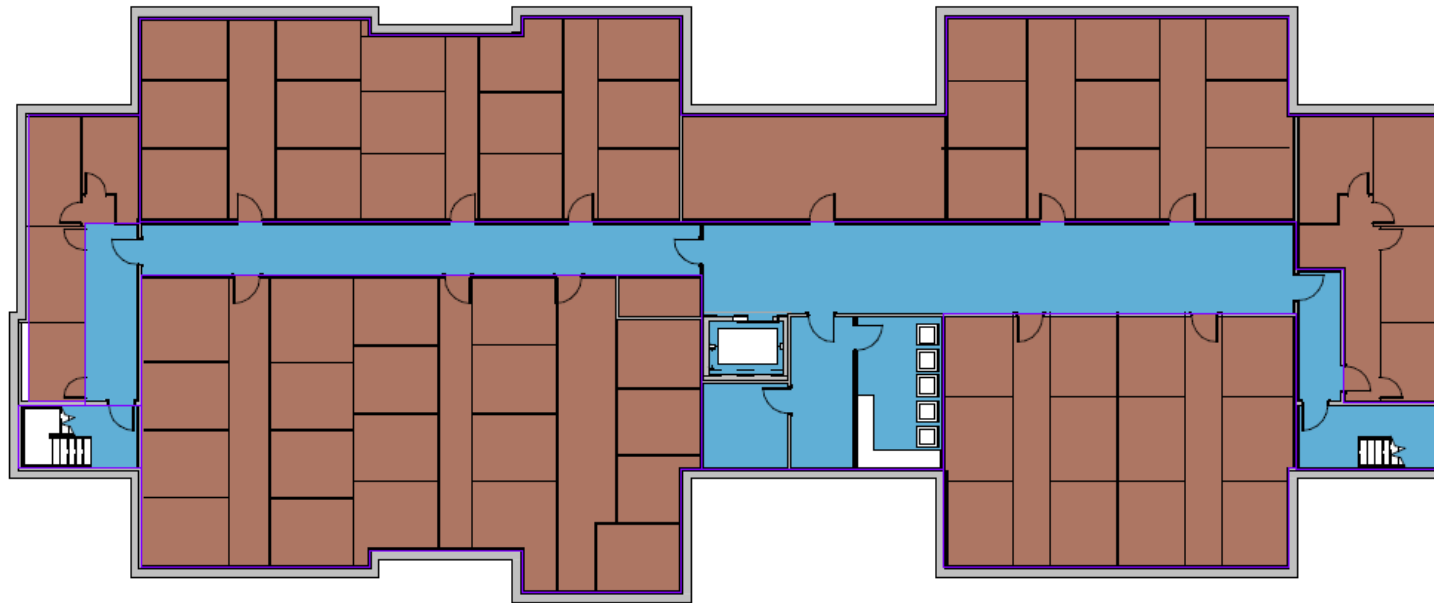
# Office and Mail Room



# Basement Storage and Laundry

UNIT: FB101  
BEDROOM  
684 SF

2 OVERALL GROUND FLOOR PLAN SHOWING UNIT MIX  
SCALE: 1/16" = 1'-0"



TICCOMA A  
BUILDING

TICCOMA B  
BUILDING



# Contents

- Key Updates/Critical Path
- Key Changes
- Updated Plans
- **Proposed Financing Terms**
- Open Questions
- Desired Feedback/Approvals

# Proposed Financing Terms

- \$6.5 million loan based on current projections
- Pari passu mortgage position with DHCD funding, subordinate to permanent and construction financing
- 40 year term at 0%
- Due in full at maturity. Open to negotiating earlier cash flow sharing after paying developer fees, credit enhancement costs and priority returns.
- Extendable in the event of a no-cash out refinance, provided affordability similarly extended
- Loan note, mortgage, subordination docs generally based on MassDocs forms (see attached sample note)

# Contents

- Key Updates/Critical Path
- Key Changes
- Updated Plans
- Proposed Financing Terms
- **Open Questions**
- Desired Feedback/Approvals

# Open Questions

- Generator would add resiliency but fixed unit could be 10' tall. Space limited and costs considerable. Mobile an option? What are priorities?
- Lot 82- Town playground/splash pad/water station (accessible by bike path)?

# Contents

- Key Updates/Critical Path
- Key Changes
- Updated Plans
- Proposed Financing Terms
- Open Questions
- **Requested Feedback/Approvals**

# Requested Feedback/Approvals

- Looking to confirm Town agrees plan remains consistent with intent and Town priorities and to note/resolve any open questions.
- Seeking formal approval of updates described here to the extent required so that final construction documents conform with Town preferences and approvals



# Contacts

- Mark Hess; COO – Acquisitions and Development
  - [mhess@hallkeen.com](mailto:mhess@hallkeen.com)
  - 781-915-3022
- Oren Richkin; Senior Project Manager
  - [orichkin@hallkeen.com](mailto:orichkin@hallkeen.com)
  - 781-915-3052

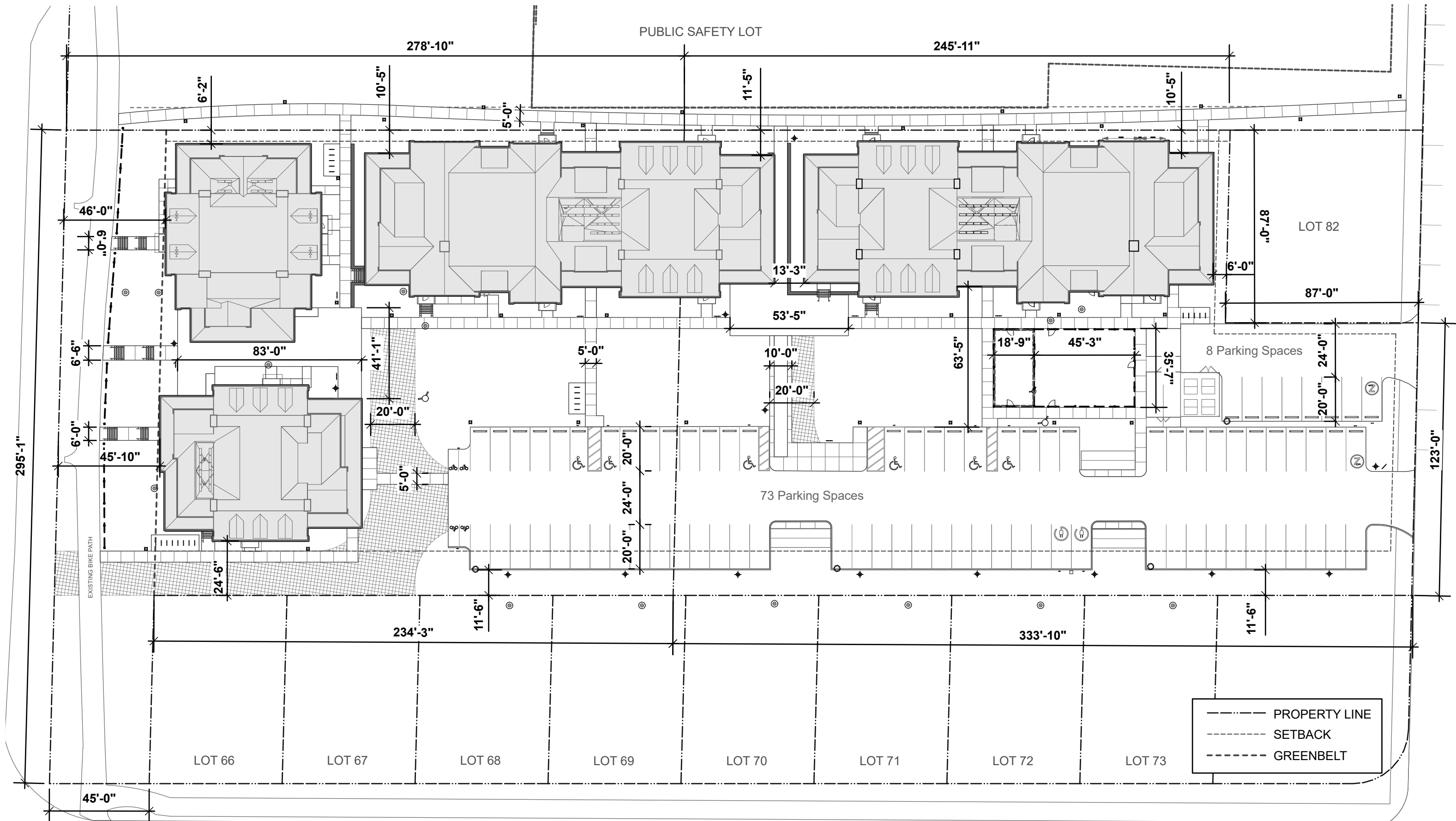
# Attachments

- PDF of MassDocs form of subordinate note
- PDFs of updated floor plans, site plan and civil

# Ticcoma Green Proposed Updates

Thank you !





Crowley Cottrell, LLC  
 171 Milk St, Fl 2  
 Boston, MA 02109  
 617.338-8400 crowleycottrell.com



**TICCOMA GREEN**  
**Site Plan Layout**  
 March 31, 2022





① EXPOSED AGGREGATE CONCRETE TERRACE  
small driftwood aggregate mix



② COMMUNITY GARDEN BEDS



③ NATIVE TREE & SHRUB



④ VEGETATED SCREENING



⑤ FOUNDATION PLANTING



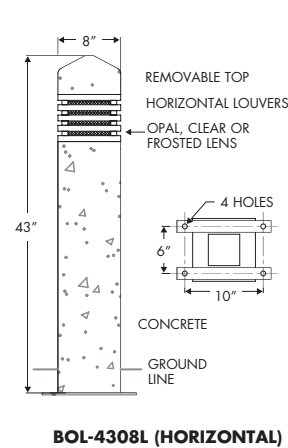
⑥ NATIVE RED FESCUE



⑦ SPLIT RAIL FENCE



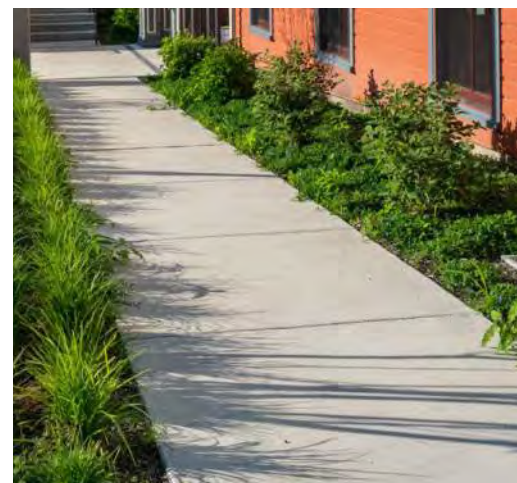
⑧ TRASH ENCLOSURE



⑨ BOLLARD LIGHT  
ELA Lighting - 4308L



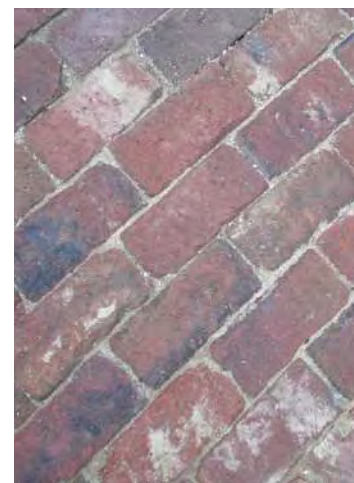
⑩ POST LIGHT  
ELA Lighting - 18 BH/PT



⑪ CONCRETE WALKWAY



⑫ ASPHALT PARKING  
binder coat with grey aggregate



⑬ BRICK LANDING  
glen gery 53-DD paver  
brick - sand set



⑭ GRASS PAVE FIRE LANE



⑮ PLAYGROUND  
Kompan - The Witch Tower,  
beige & black poured in  
place surfacing



⑯ GOSHEN STONE  
RETAINING WALL



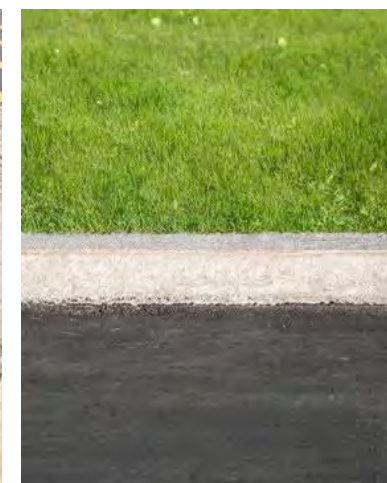
⑰ GRANITE STAIRS WITH  
WOOD HANDRAIL



⑱ UNCOVERED BIKE PARKING  
Dero Hoop Rack Heavy Duty -  
powdercoat light grey



⑲ WOOD BENCH



⑳ CONCRETE CURB



Crowley Cottrell, LLC  
171 Milk St, Fl 2  
Boston, MA 02109  
617.338-8400 crowleycottrell.com

**TICCOMA GREEN**  
**Materials & Precedent Images**  
March 31, 2022



TREES



Magnolia stellata - Star Magnolia



Magnolia virginiana - Sweetbay Magnolia



Acer rubrum - Red Maple



Ulmus "patriot" - American Elm



Quercus bicolor - Swamp White Oak



Pinus banksiana - Jack Pine



Ilex opaca - American Holly



Cupressus x leylandii - Leyland Cypress



SHRUBS & PERENNIALS



*Viburnum dentatum* - Arrowwood



*Ilex glabra* - Inkberry



*Ilex verticillata* - Winterberry



*Myrica pensylvanica* - Bayberry



*Clethra anifolia* - Summersweet



*Hypericum densiflorum* - St. John's Wort

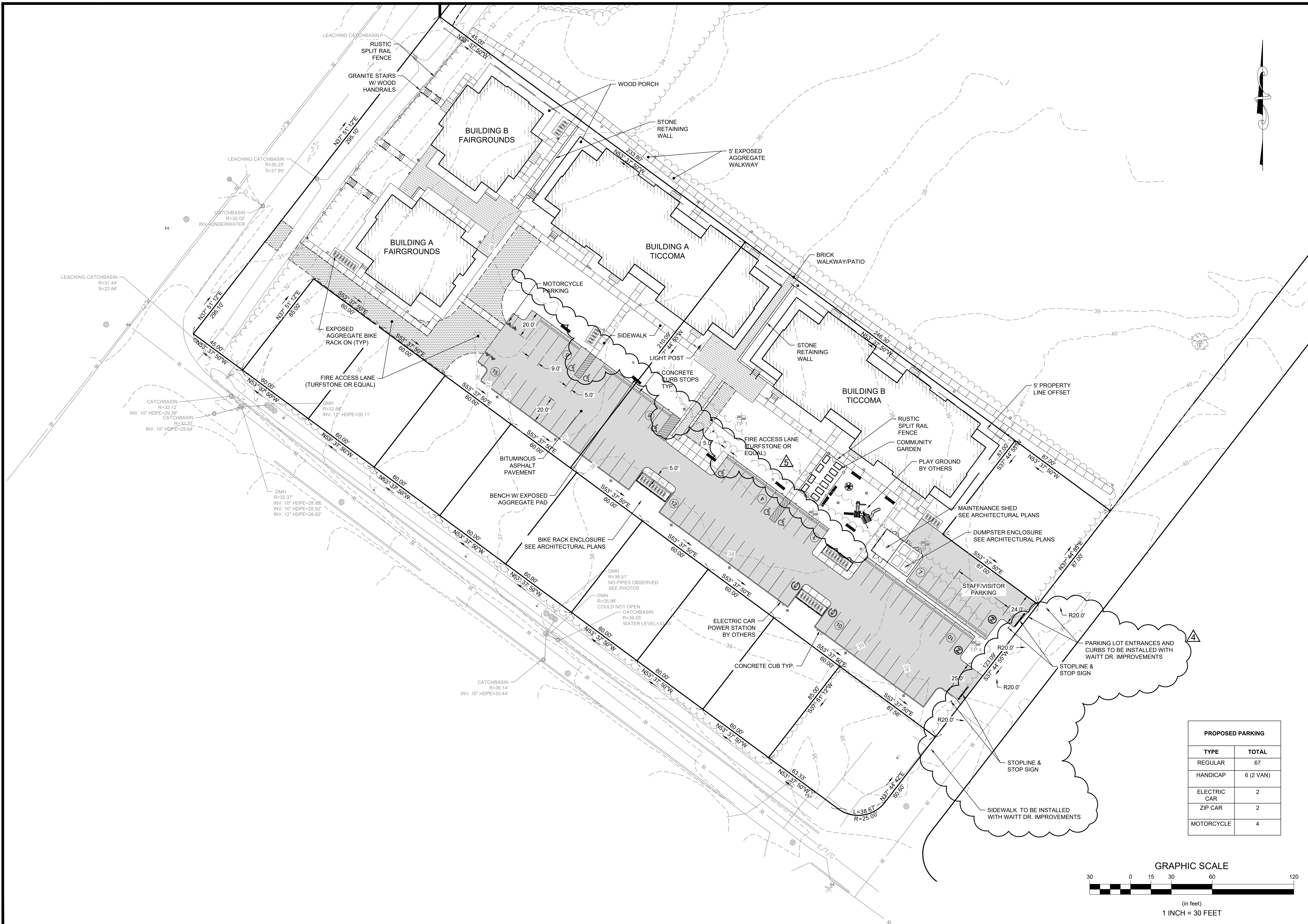


*Comptonia peregrina* - Sweetfern



*Kalmia angustifolia* - Sheep's Laurel





| PROPOSED PARKING |           |
|------------------|-----------|
| TYPE             | TOTAL     |
| REGULAR          | 67        |
| HANDICAP         | 6 (2 VAN) |
| ELECTRIC CAR     | 2         |
| ZIP CAR          | 2         |
| MOTORCYCLE       | 4         |

**GRAPHIC SCALE**



(in feet)

**1 INCH = 30 FEET**

|                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                    |  |                                                                                                                                              |  |
|------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|--|----------------------------------------------------------------------------------------------------------------------------------------------|--|
| Project Number: <b>17116</b>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                       |  | Sheet: <b>5 of 11</b>                                                                                                                        |  |
| Sheet Number: <b>C-5</b>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                           |  |                                                                                                                                              |  |
| Survey Provided By:<br><b>Blackwell &amp; Associates, Inc.</b><br>20 Teasdale Circle<br>Nantucket, MA 02554<br>Phone: 508 228-0254<br>Fax: 508 228-5292<br>Dated: SEP 9, 2017                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                      |  | Prepared For:<br><b>HaikKeen Management</b><br>1400 Providence Highway, Suite #1000<br>Norwood, MA 02062<br>Phone: 781-915-3063<br>Fax: ---- |  |
| Registration:                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                      |  | Plan Title:<br><b>PROPOSED SITE PLAN</b>                                                                                                     |  |
| Plan Set:<br><b>TICCOMA GREEN<br/>TICCOMA WAY<br/>NANTUCKET, MASSACHUSETTS</b>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                     |  | Plan No.:<br><b>011119</b>                                                                                                                   |  |
| <div> <div>  <p> <b>Horsley Witten Group, Inc.</b><br/> <i>Sustainable Environmental Solutions</i><br/> <a href="http://www.horsleywitten.com">www.horsleywitten.com</a><br/> <b>Sandwich, MA 02563</b><br/> <b>508-833-6600 voice</b><br/> <b>508-833-3150 fax</b> </p> </div> <div> <p> <b>Revisions</b><br/>           J.L. 03/11/19 Added second site line/sign<br/>           J.L. 03/11/19 50% CD Submittal<br/>           J.L. 03/11/19 Revisions to Wall Drive<br/>           B.W. 01/18/21 RAC Revisions to Wall Drive<br/>           RAC 07/22/21 RAC Revisions to entrance at Wall Drive<br/>           GSC 03/31/22 GSC RAC Layout revisions per VE list         </p> </div> </div> |  |                                                                                                                                              |  |
| Date: <b>SEPTEMBER 25, 2018</b>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                    |  | Checked By: <b>RHK</b>                                                                                                                       |  |
| Designed By: <b>GSG</b>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                            |  | Drawn By: <b>GSG</b>                                                                                                                         |  |
| Review:                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                            |  | Description:                                                                                                                                 |  |

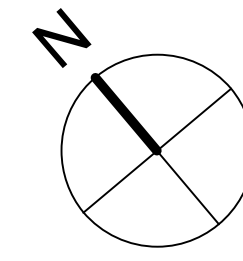




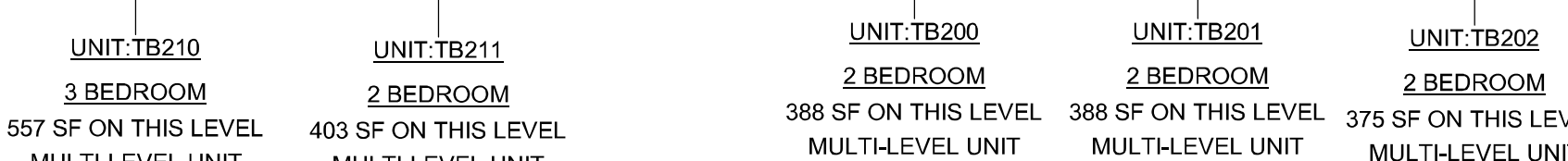
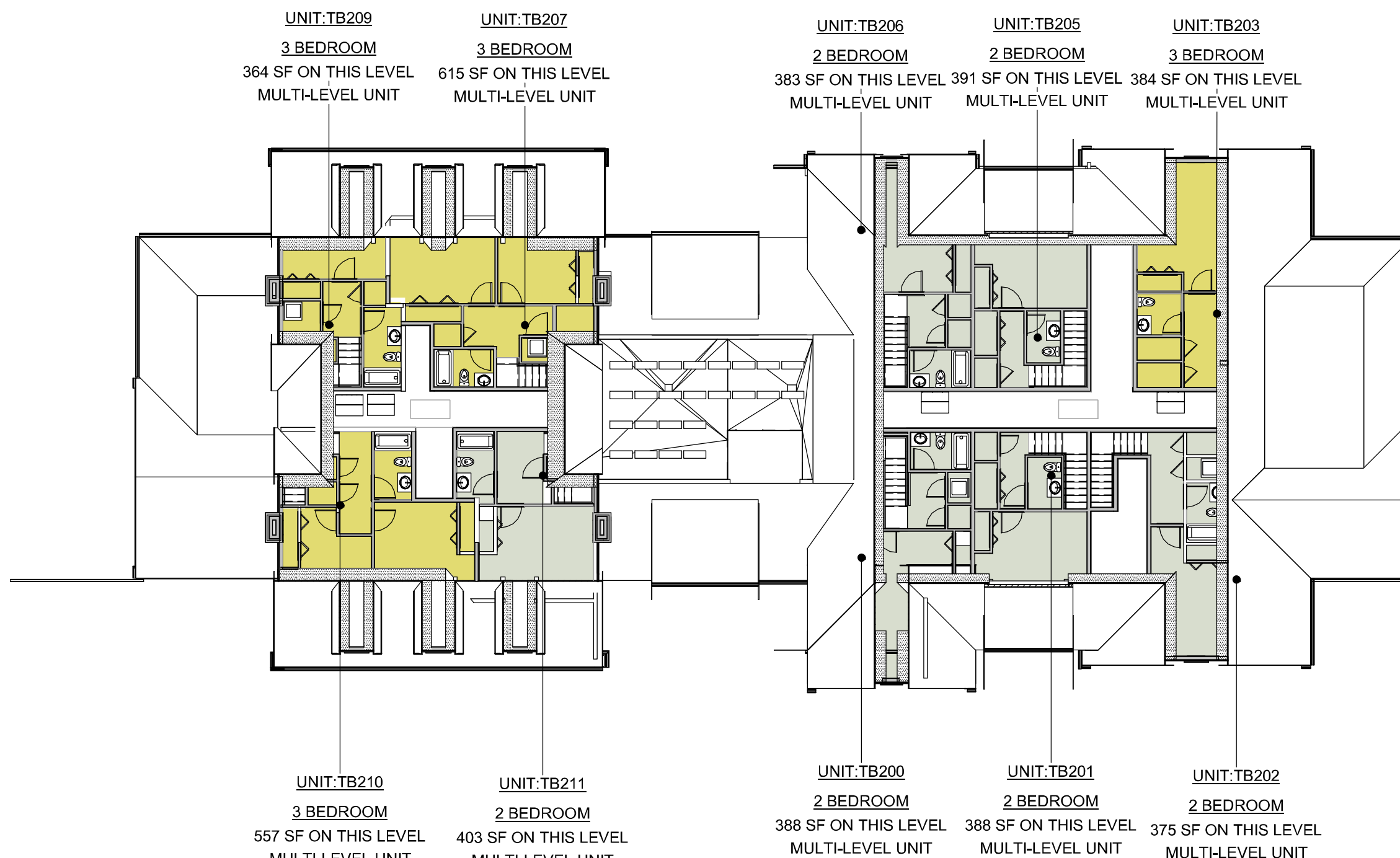
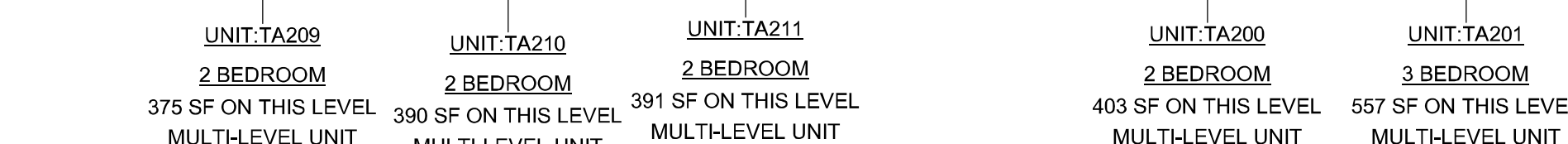
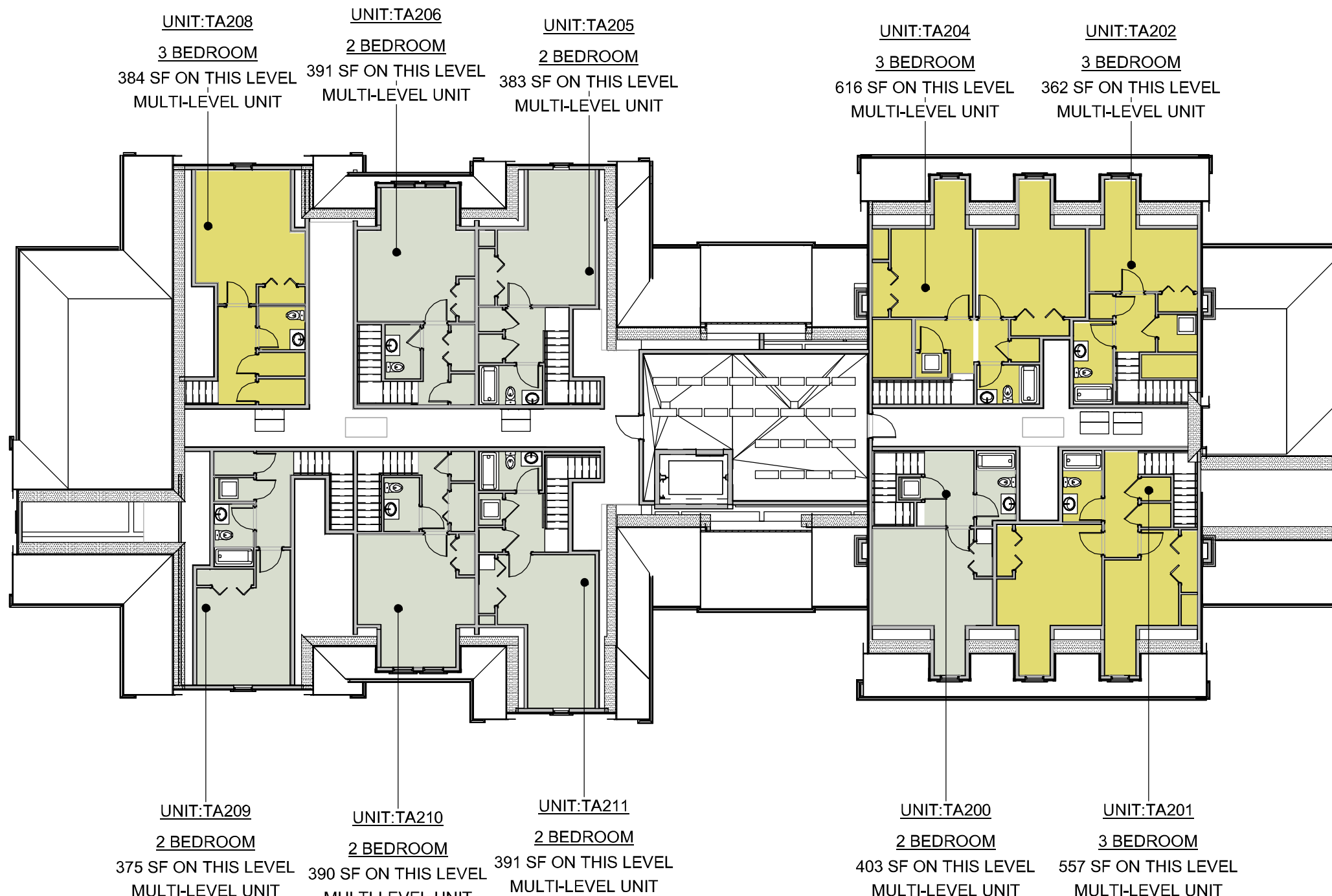
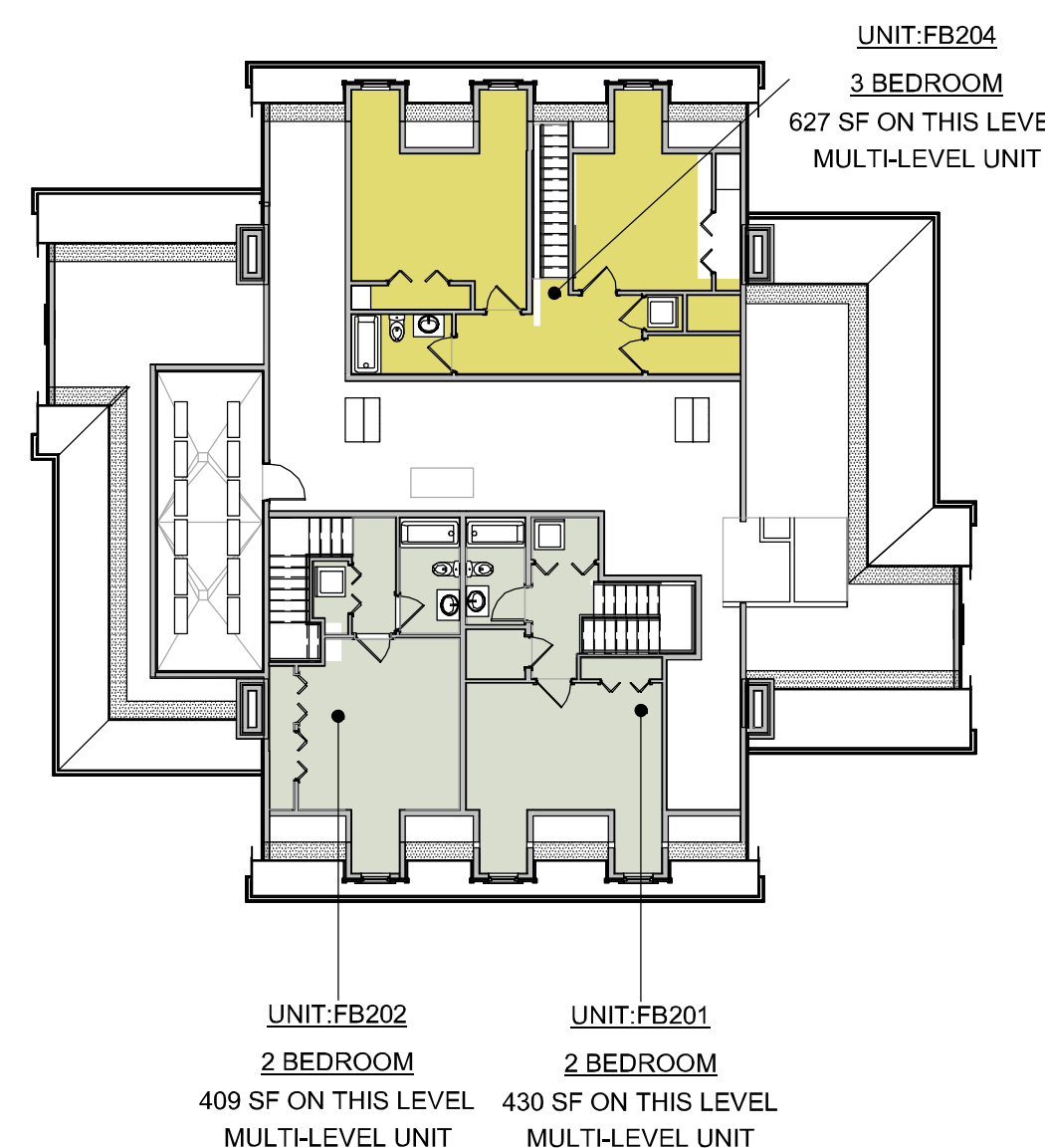
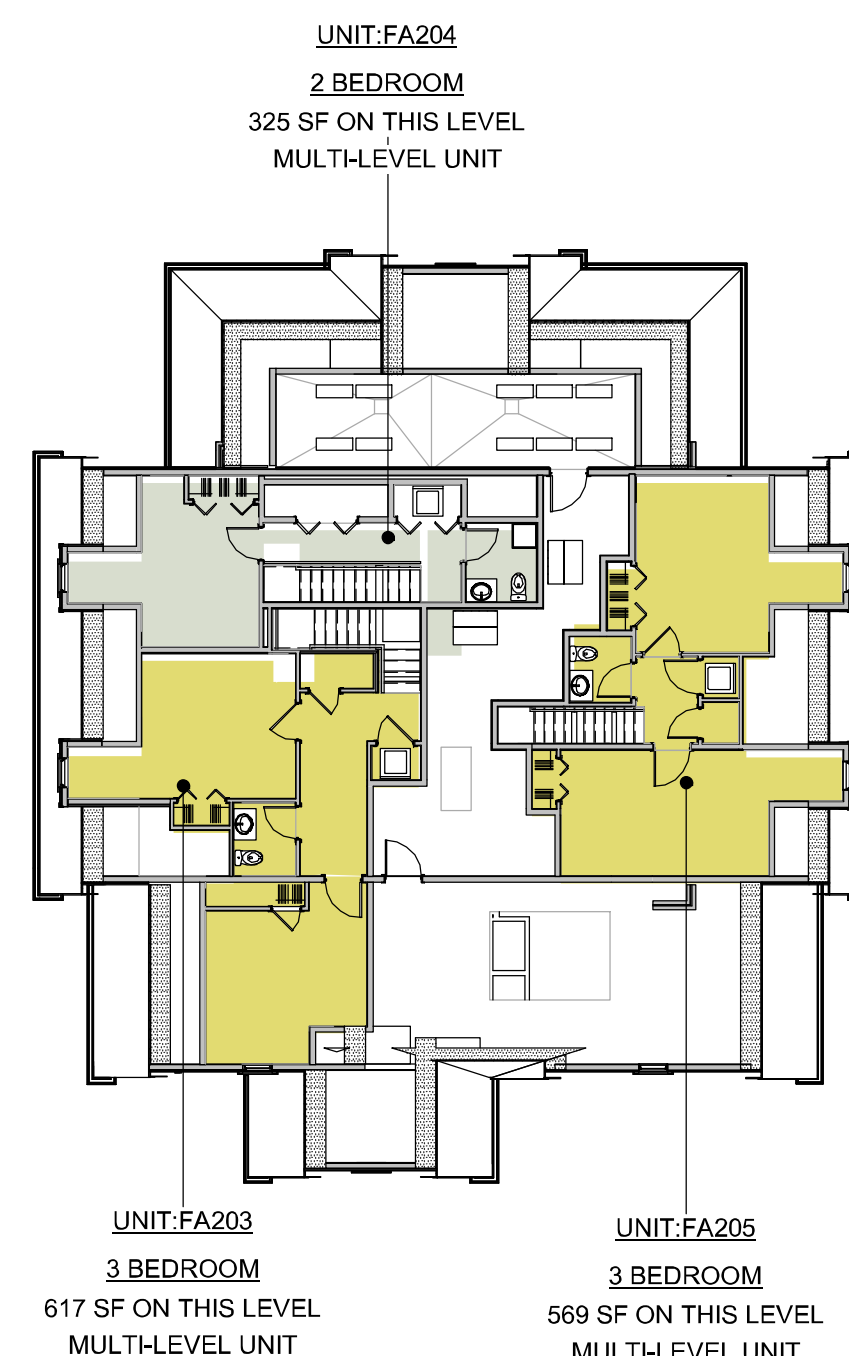
2 OVERALL GROUND FLOOR PLAN SHOWING UNIT MIX  
SCALE: 1/16" = 1'-0"



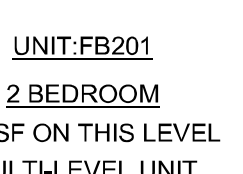
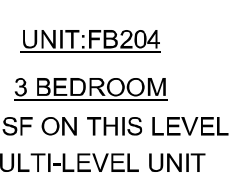
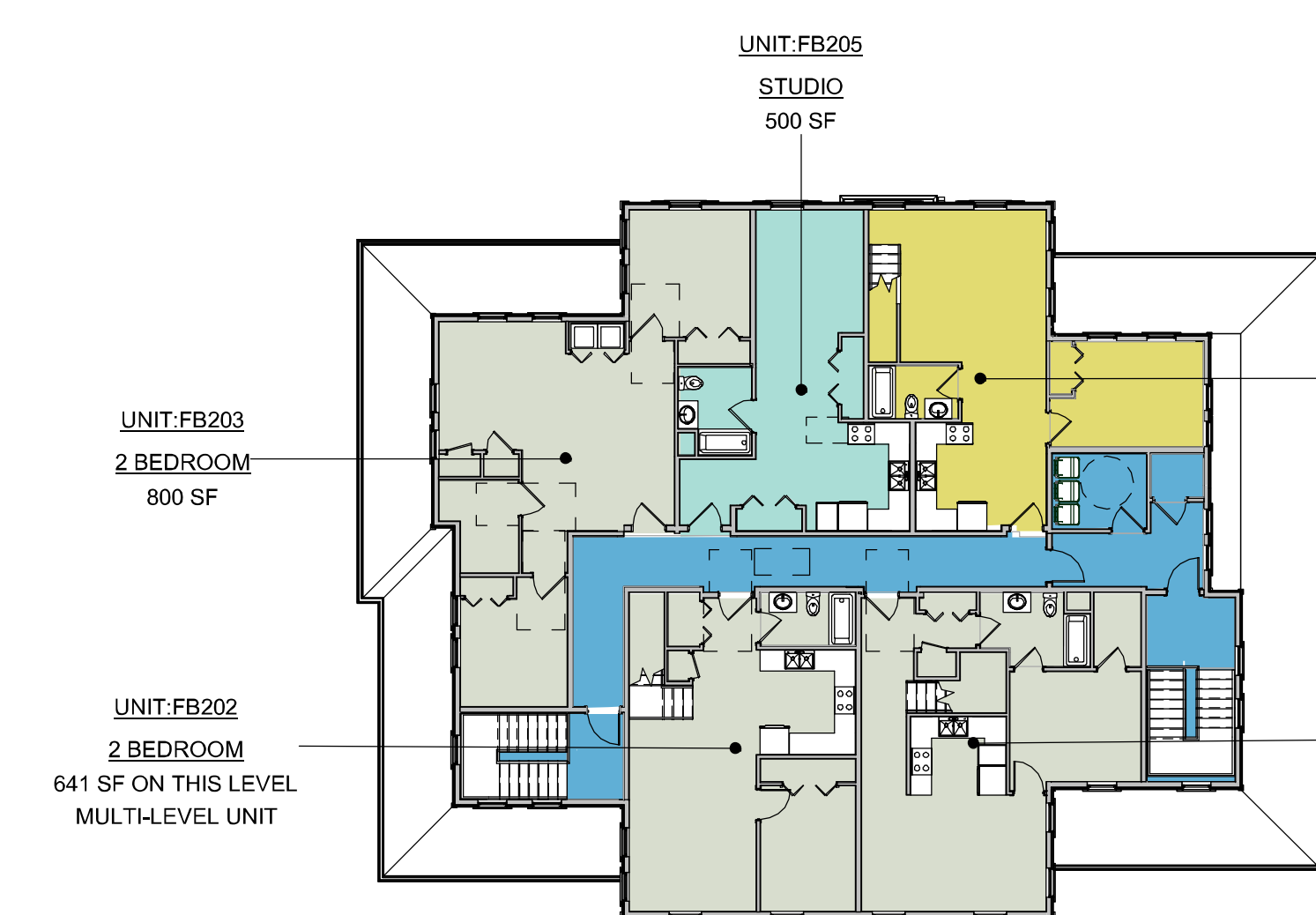
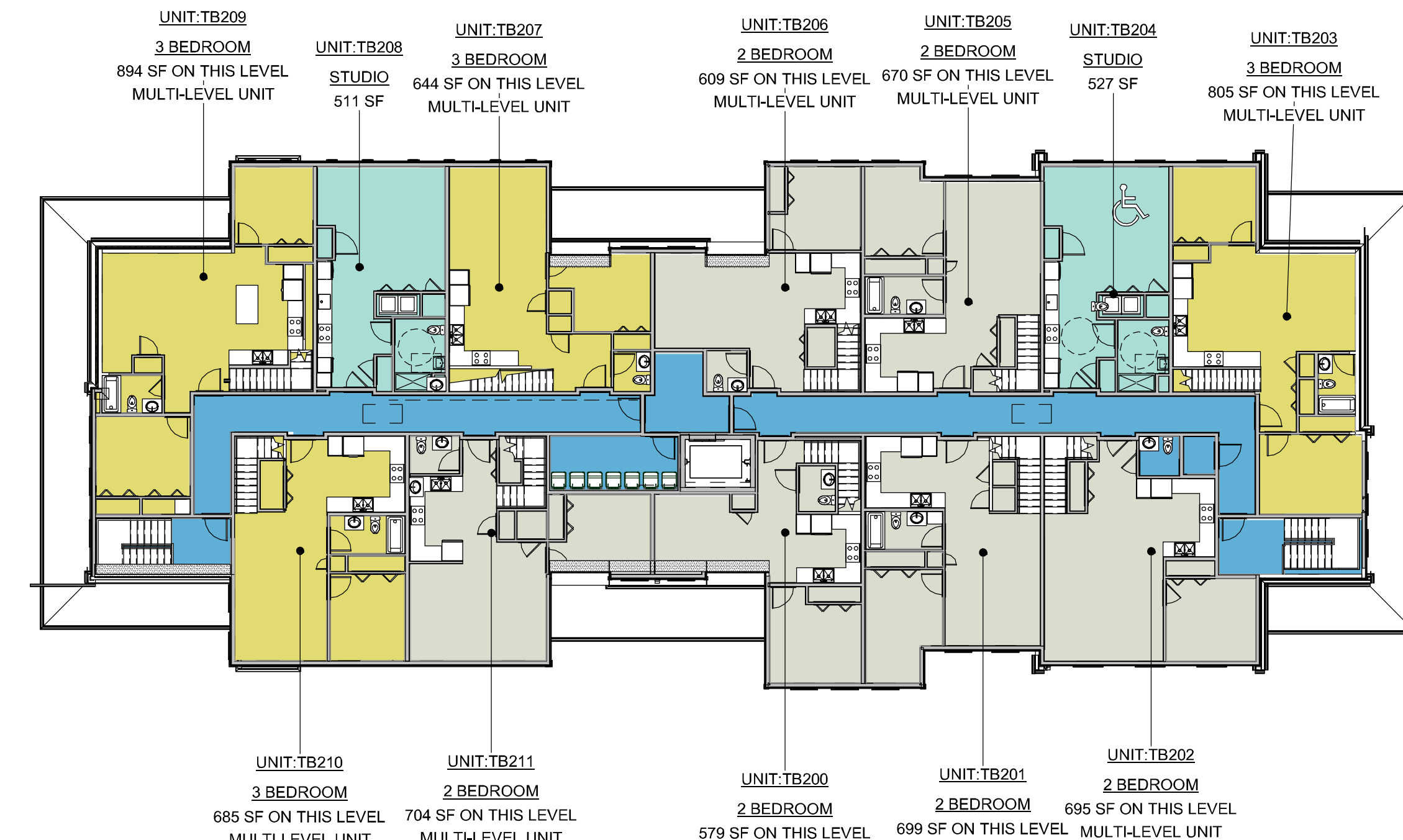
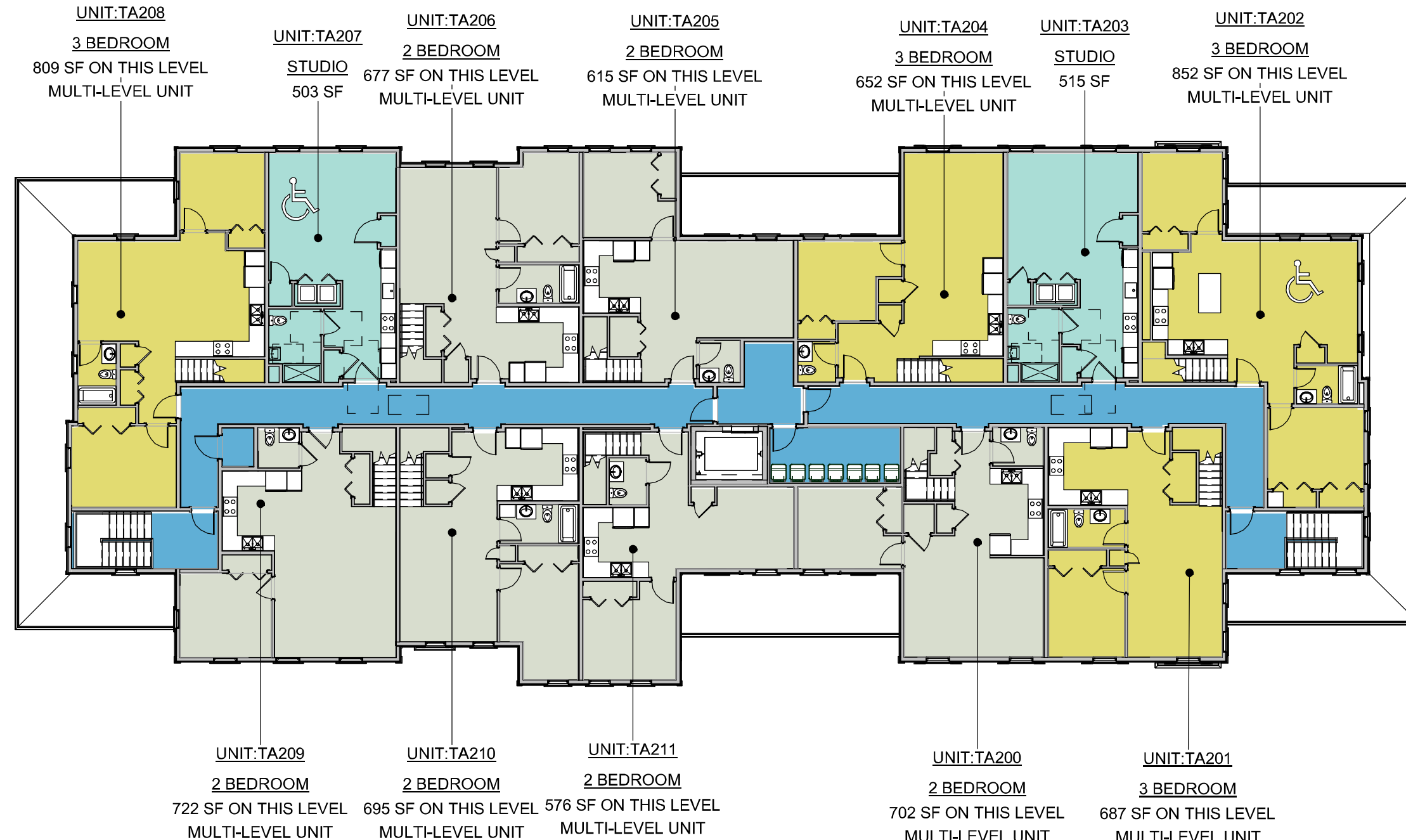
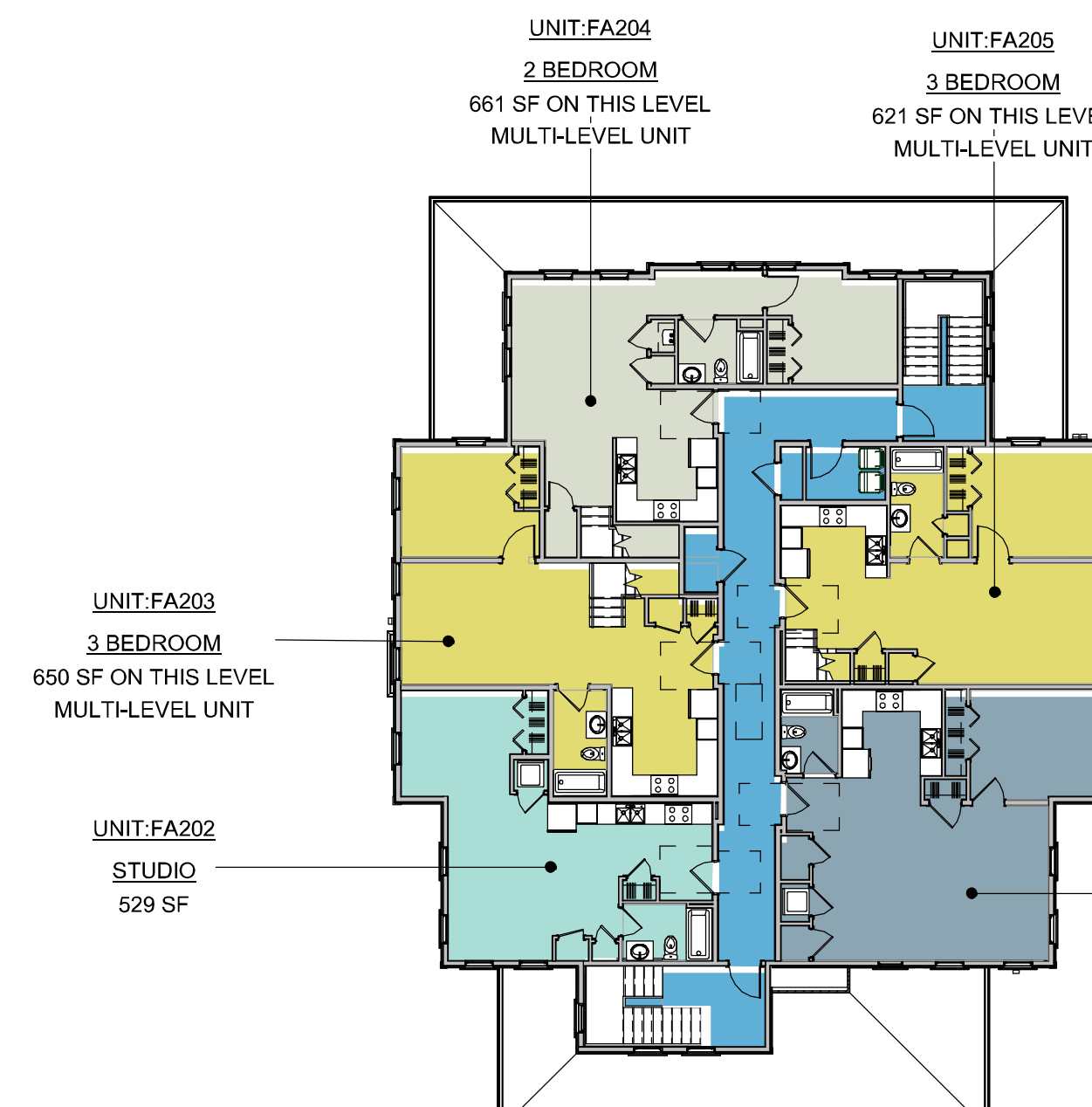
1 OVERALL BASEMENT FLOOR PLAN  
SCALE: 1/16" = 1'-0"







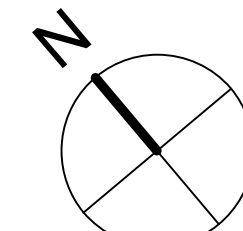
2 OVERALL THIRD FLOOR PLAN SHOWING UNIT MIX  
SCALE: 1/16" = 1'-0"



1 OVERALL SECOND FLOOR PLAN SHOWING UNIT MIX  
SCALE: 1/16" = 1'-0"

UNIT KEY PLAN

- 1 BEDROOM
- 2 BEDROOM
- 3 BEDROOM
- COMMON
- STUDIO
- Calculating...



TICCOMA GREEN

6 FAIRGROUNDS RD  
NANTUCKET, MA

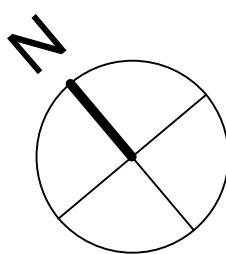
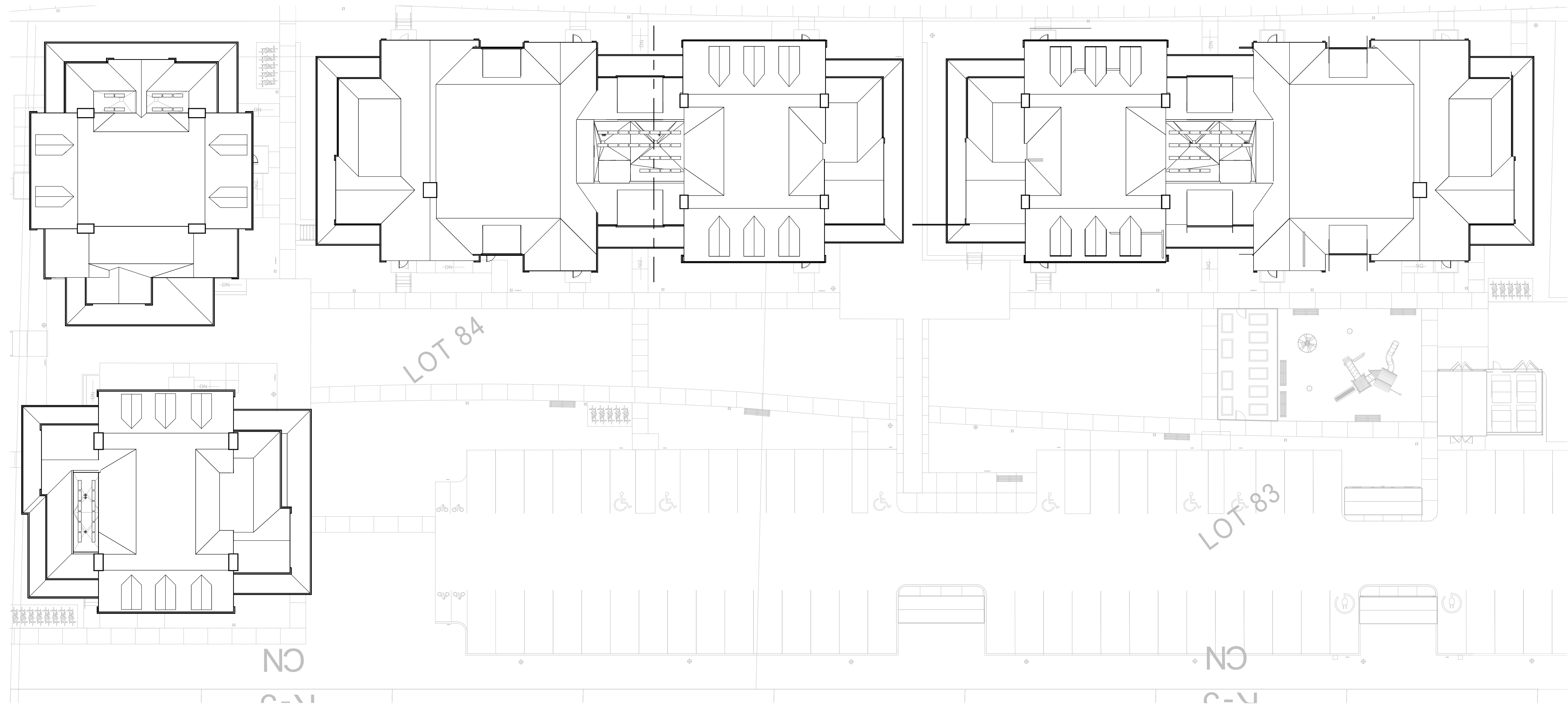
Lda Architecture & Interiors, LLP  
222 Third Street, Suite 3212  
Cambridge, MA 02142  
617 621-1455 fax 617 621-1477  
www.Lda-Architects.com

ISSUANC  
60% CONSTRUCTION DRAWINGS  
REVISIO  
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DAT 01/11/2022  
SCAL 1/16" = 1'-0"  
BRAW DR/TAH/VOBJ  
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INFORMERALL SECOND & THIRD  
FLOOR PLANS - UNIT MIX  
DIAGRAMS

A006





TICCOMA GREEN

6 FAIRGROUNDS RD  
NANTUCKET, MA

LDa Architecture & Interiors, LLP  
222 Third Street, Suite 3212  
Cambridge, MA 02142  
617 621-1456 fax 617 621-1477  
www.LDa-Architects.com

ISSUANC  
50% CONSTRUCTION DRAWINGS

REVISIO  
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DAT 01/11/2022  
SCAL 1/16" = 1'-0"  
DRAW DR/TAH/VOBJ  
N CHECKE TAH/TL  
SHEET  
INFO: OVERALL ROOF PLAN

A007



**Sample Massdocs Loan Terms:**

- 40 year loan subordinate secured by leasehold
- pari passu with other government loans
- payable at maturity
- rate at 0% unless higher rate required for LIHTC compliance
- extendable in exchange for extended affordability



THIS LOAN AGREEMENT ("Agreement") is made and entered into as of the 15th day of October, 2009, by and between The Commonwealth of Massachusetts acting by and through the Department of Housing and Community Development for itself and as agent for the other Participating Lenders and Franconia Apartments LLC, a Massachusetts limited liability company.

## **SECTION 1. AGREEMENT**

The Agent and the Borrower, for good and valuable consideration and in consideration of the covenants and agreements herein contained, hereby make this agreement regarding financing for the Project, as hereinafter defined, and the Agent, on behalf of itself and the other Participating Lenders, agrees to make the Loan to the Borrower upon and subject to all the conditions, terms, covenants and agreements herein set forth.

## **SECTION 2. DEFINITIONS**

Each reference in this Agreement to the following terms shall be deemed to have the following meanings:

|                                        |                                                                                                                                                                                                                                                        |
|----------------------------------------|--------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| <u>Administrator:</u>                  | Massachusetts Housing Finance Agency, a body politic and corporate and a public instrumentality of The Commonwealth of Massachusetts, or its successors and assigns as applicable.                                                                     |
| <u>Affordable Housing Restriction:</u> | The affordable housing restriction granted by the Borrower to the Participating Lenders in connection with the Loan governing the affordability of the Property executed as of the date hereof and recorded with the Hampden County Registry of Deeds. |
| <u>Agent:</u>                          | The Commonwealth of Massachusetts acting by and through the Department of Housing and Community Development                                                                                                                                            |
| <u>AHT:</u>                            | The Commonwealth of Massachusetts acting by and through the Department of Housing and Community Development under the Affordable Housing Trust Fund Statute, M.G.L. c.121, by the Administrator.                                                       |
| <u>Area:</u>                           | Springfield, MA HMFA                                                                                                                                                                                                                                   |

Borrower: Franconia Apartments LLC, a Massachusetts limited liability company

Borrower's Address: c/o Springfield Housing Action Corporation  
31 East Street  
Springfield, Massachusetts 02100

CEDAC: Community Economic Development Assistance Corporation

City: The City of Springfield, acting by and through its Office of Housing and Neighborhood Development

Commitment Letter: Collectively, the commitment letters for the Loan issued by DHCD, AHT, and the City setting forth the general terms of the Loan, as amended, supplemented or otherwise modified from time to time.

DHCD: The Commonwealth of Massachusetts, acting by and through the Department of Housing and Community Development

Disbursing Agent: the Community Economic Development Assistance Corporation

Disbursing Agent Agreement: The agreement by and between AHT and the Disbursing Agent with respect to the AHT Loan.

Eligible Project Costs: All costs and expenses for, and reasonably and directly associated with, the construction of the housing units subject to the Affordable Housing Restriction as set forth on the Project Sources and Uses except for those ineligible costs listed on Exhibit C attached hereto.

EOHHS: The Executive Office of Health and Human Services of The Commonwealth of Massachusetts.

Event of Default: An "Event of Default" as defined in Section 7 below.

Ground Lease: The Ground Lease entered into by and between Ajax Real Estate Holdings LLC as landlord, and the Borrower, as tenant, dated as of August 22, 2009, authorizing the Borrower to lease the Property for a term commencing September 1, 2010 and terminating August 31, 2059, notice of which is recorded with the Hampden Registry of Deeds.

Guidelines: The AHT Guidelines, the CBH Guidelines, the HIF Guidelines, and the HOME Guidelines, as defined in Exhibit K attached hereto.

HUD: The United States Department of Housing and Urban Development.

Loan: Collectively, the following loans to the Borrower: \$1,000,000.00 loan from DHCD by the Administrator under the AHT Statute (the "AHT Loan"), \$690,000.00 loan from CEDAC under the CBH Program (the "CBH Loan"), \$750,000.00 loan from CEDAC under the HIF Program (the "HIF Loan"), \$750,000.00 loan from DHCD under the HOME Program (the "DHCD HOME Loan") and \$920,000.00 loan from the City under the HOME Program (the "City HOME Loan").

Loan Documents: The Note, the Mortgage, this Agreement and the Affordable Housing Restriction, any and all amendments, modifications, supplements, extensions or renewals thereof, and all other documents executed by the Borrower now or hereafter in connection with the Loan, the terms of which are hereby incorporated by reference.

Mortgage: The leasehold mortgage from the Borrower to the Agent granting the Agent, for itself and on behalf of the Participating Lenders, a mortgage on the Property executed as of the date hereof and recorded with the Hampden Registry of Deeds.

Note: Collectively, the promissory notes from the Borrower in the principal amounts of the AHT Loan, CBH Loan, HIF Loan, DHCD HOME Loan and City HOME Loan each payable to the order of the respective Participating Lender.

Other Loans: The other loans secured by the Property and identified as junior, senior or pari passu on Exhibit E attached hereto.

Participating Lenders: The following lenders, or their successors and assigns as applicable, each of which is a participating lender, hereunder: DHCD, AHT, CEDAC, and the City.

Participating Lenders' Addresses:

**AHT:**

Massachusetts Housing Finance Agency  
One Beacon Street  
Boston, Massachusetts 02108  
Attention: General Counsel

**CEDAC:**

One Center Plaza, Suite 350  
Boston, Massachusetts 02108  
Attention: Director of Finance and Operations

**DHCD:**

100 Cambridge Street, Suite 300

Boston, Massachusetts 02114  
Attention: Chief Legal Counsel

**City:**

1600 East Columbus Avenue  
Springfield, Massachusetts 01103  
Attention: \_\_\_\_\_

Permitted Encumbrances:

The Ground Lease, the mortgage(s) securing the Other Loans and any other encumbrances approved by the Participating Lenders.

Programs:

The AHT Program, the CBH Program, the HIF Program and the HOME Program, as defined in Exhibit K attached hereto.

Project:

The construction of one or more buildings located at the property known as and located at 365 Annum Street, Springfield, Massachusetts (the "Property") to provide 36 units of housing, including an alternative form of housing providing 36 affordable housing units, of which 5 units shall comprise community-based housing for PCEs, restricted pursuant to the terms of the Affordable Housing Restriction and subject to the conditions set forth in the Commitment Letters.

Project Schedule:

The schedule for the Project set forth on Exhibit D attached hereto, as amended from time to time by mutual written agreement of the Borrower and the Participating Lenders.

Project Sources and Uses:

The development sources and uses for the Project attached as Exhibit B hereto and by this reference incorporated herein, as amended from time to time by mutual written agreement of the Borrower and the Participating Lenders.

Property:

The land described on Exhibit A attached hereto and all improvements now existing or hereafter constructed thereon situated at 365 Annum Street, Springfield, Massachusetts.

Regulations:

The CBH Regulations, the HIF Regulations and the HOME Regulations, as defined in Exhibit K attached hereto.

Sponsor:

Springfield Housing Action Corporation

Statutes:

The AHT Statute, the CBH Statute and the HIF Statute, as defined in Exhibit K attached hereto.



### **SECTION 3. CONDITIONS PRECEDENT**

**3.1 Good and Marketable Title; No Event of Default.** The obligation of the Participating Lenders to close the Loan and to make advances is subject to the condition precedent that the Borrower shall have and maintain good and marketable leasehold title to the Property and full possession thereof free and clear of all liens and encumbrances except for the Permitted Encumbrances and no Event of Default shall have occurred and be continuing.

**3.2 Conditions to Closing.** The obligation of the Participating Lenders to close the Loan is subject to the following conditions precedent:

(A) Issuance of building permits with respect to the construction work to be undertaken on the Property;

(B) Issuance of all permits, licenses or other approvals necessary or appropriate for: (a) the Project, as contemplated in the approved plans and specifications and the Loan Documents, and (b) the operation of the Property after completion of the Project, as contemplated in the Loan Documents (including all permits, licenses and/or other approvals necessary for the provision of any supportive services required by the Affordable Housing Restriction); or, if any such permits, licenses and/or approvals cannot be obtained until the commencement, a future interim stage, or the completion of construction of the Project or any other future date, the Borrower shall have delivered a list of the same to the Participating Lenders, with the Borrower's confirmation that it expects the same to be issued in due course;

(C) Approval of the plans and specifications for the construction work by the Participating Lenders and all local, state and federal regulatory authorities having jurisdiction over the Property and the Project;

(D) Execution of a contract between the Borrower and the architect for the Project, reasonably satisfactory to the Participating Lenders;

(E) Selection of a contractor pursuant to a procedure approved by the Participating Lenders and execution of a construction contract between the Borrower and the contractor for the Project, reasonably satisfactory to the Participating Lenders;

(F) Submission by the Borrower to the Participating Lenders of satisfactory evidence that all funds necessary for the Project, as set forth in the Project Sources and Uses attached as Exhibit B, have been advanced to the Borrower or are available to the Project in accordance with the executed Other Loan documents that have been approved by the Participating Lenders, or through binding commitments reasonably satisfactory to the Participating Lenders;

(G) Submission by the Borrower of the following additional documents as may reasonably be required and approved by the Participating Lenders: written opinions of the Borrower's counsel, or evidence reasonably satisfactory to the Participating Lenders in lieu of opinions of counsel, as to (a) the existence and authority of the Borrower and its manager/managing member and due execution and enforceability of the documents to be executed by the Borrower and its manager/managing member in connection with the Loan, and (b) the compliance of the Property and the Project with applicable building, zoning, subdivision,

licensing, historic preservation, environmental, planning, land use and sanitation laws and regulations;

(H) Submission by the Borrower of policies of property, casualty/liability and title insurance acceptable to the Participating Lenders;

(I) Submission by the Borrower of property appraisal(s) acceptable to the Participating Lenders; and

(J) Submission by the Borrower of such other due diligence documents as may be required by the Commitment Letter and/or may reasonably be required by the Participating Lenders, including the Ground Lease, together with an estoppel certificate of the landlord under the Ground Lease satisfactory to the Participating Lenders.

**3.3 Loan Disbursement.** Provided no Event of Default shall have occurred and be continuing, advances of proceeds of the Loan are to be made by the Participating Lenders under the following conditions:

(A) At least ten (10) business days before the date on which an advance is requested to be made, the Borrower shall give notice to the Participating Lenders and/or their designees specifying the advances which will be desired from each of the Participating Lenders (the "Disbursement Request"). Each Disbursement Request shall consist of a summary request, in form acceptable to the Participating Lenders, accompanied by copies of bills, invoices or other satisfactory documentation of expenses incurred or owing for Eligible Project Costs in an amount equal to or exceeding the aggregate amount of the Disbursement Request and shall be consistent with the final approved Project Sources and Uses. Such Disbursement Request shall also be accompanied by a certificate of the Borrower in the form of the Requisition Certificate attached as Exhibit I hereto to the effect that the Borrower's representations and warranties set forth in Section 4 below remain true, complete and correct, and such other documentation as the Participating Lenders may from time to time require to evidence the Borrower's Disbursement Request. Each Participating Lender being requested to fund will promptly approve or disapprove the requested advance or notify the Borrower that further supporting documentation is required. Any Participating Lender, whether or not being requested to fund, will promptly notify all Participating Lenders of any objection to such Disbursement Request. Upon approval of a requested advance by a Participating Lender, such Participating Lender or its designee shall promptly make the requested advance. A Participating Lender may withhold its advance if another Participating Lender has objected to the Disbursement Request until such time as all objections by the Participating Lenders have been resolved; however, a Participating Lender may authorize disbursement of an advance notwithstanding any objection from other Participating Lenders.

(B) Requisitions for construction costs must be submitted on AIA forms or in another acceptable and pre-approved form; and a Participating Lender may require either an authorization from the primary construction lender to disburse these costs or certification by a construction inspector reasonably acceptable to such Participating Lender that construction work is acceptable and consistent with the Project Sources and Uses and the approved plans and specifications. A Participating Lender may require as a condition of any advance that the

Borrower submit satisfactory evidence that (i) all funds scheduled to be advanced under the Project Sources and Uses prior to the proceeds of the Loan have been advanced to the Borrower and expended in accordance with the Project Sources and Uses and (ii) the unadvanced portion of the Loan together with the unadvanced funds of all other funding sources shown in the Project Sources and Uses are sufficient to pay all costs for the completion of the Project in accordance with the approved plans and specifications. The construction contract for the Project shall require 10% retainage until 50% completion and 5% retainage thereafter.

(C) Prior to the funding of any requisition for construction costs, the Borrower shall obtain an endorsement to the Agent's title insurance policy insuring title through the date of funding.

(D) Loan proceeds shall be disbursed only for Eligible Project Costs.

(E) Requests for advances shall not be made by the Borrower until the funds are needed for payment of Eligible Project Costs and the amount of each request shall be limited to the amount needed.

(F) The final ten percent (10%) of the proceeds of the AHT Loan, DHCD HOME Loan and City HOME Loan, and the final five percent (5%) or \$5,000, whichever is greater, of the proceeds of the CBH Loan and HIF Loan shall not be advanced until such time as the Borrower (i) gives notice to the Participating Lenders that the Project is substantially complete; (ii) delivers to all Participating Lenders a certificate of substantial completion from the Borrower's architect; (iii) delivers to all Participating Lenders copies of certificates of occupancy for all units to be created or rehabilitated by the Project or other evidence that the local building officials have approved all Project work and authorized occupancy of the Property; and (iv) provides to all Participating Lenders a copy of an endorsement to the Agent's title insurance policy insuring title through the date of the final advance. Notwithstanding the foregoing, all of the proceeds of the AHT Loan shall be advanced in accordance with the terms of the Disbursing Agent Agreement, as approved by the Administrator.

(G) If a request for an advance varies significantly from the Project Schedule or the Project Sources and Uses, the Borrower shall provide the Participating Lenders with a written explanation, satisfactory to the Participating Lenders, of such variance.

(H) Notwithstanding anything in this Agreement or any of the other Loan Documents to the contrary, a Participating Lender shall not be obligated to make any advances of Loan proceeds if at any time or times (i) such Participating Lender reasonably determines that the construction of the Project is not being satisfactorily completed due to a material deviation in the Project Schedule or a material deviation with respect to the plans and specifications, or otherwise; (ii) any other Participating Lender or any of the holders of the Other Loans has determined to withhold or materially limit or delay advances under the Loan or any of the Other Loans, if any; or (iii) the Project has not been completed by the date set forth in Exhibit D; or (iv) a lien or notice of contract has been filed by a contractor, subcontractor or supplier and such lien or notice of contract has not been released or bonded over to the satisfaction of the Participating Lenders. Notwithstanding anything in this Agreement or any of the other Loan Documents to the contrary, a Participating Lender may limit advances so that its unadvanced proceeds, together with any

funds remaining to be advanced by other Participating Lenders under the Loan, or by other lenders under the Other Loans, if any, and any other funding sources for the Project shown in the Project Sources and Uses, will at all times be sufficient, in the opinion of such Participating Lender to meet all direct and indirect construction and related costs necessary for the completion of the Project.

(I) The making of an advance or part of an advance shall not be deemed an approval or acceptance of any labor, materials, fixtures or other items, or an acknowledgment or waiver by the Participating Lender making the advance of compliance with the provisions of this Agreement by the Borrower, and the Borrower, upon written demand by a Participating Lender, will promptly cure any defect or default.

(J) If a Disbursement Request includes any amount to make payment(s) to the general contractor and/or (unless a lien bond, in form acceptable to the Participating Lenders, has been issued for the Project) to any subcontractor or any other party who would be entitled to the protection of a lien under M.G.L. c.254, §32 (or any successor statutory provision), the Borrower shall provide a partial or final, as the case may be, waiver and subordination of lien instrument from such general contractor, subcontractor and/or other party in the applicable form attached as Exhibit J hereto (or such other form of lien waiver as the Participating Lenders or their counsel may from time to time require).

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## **SECTION 4. REPRESENTATIONS AND WARRANTIES OF THE BORROWER**

The Borrower represents and warrants to each of the Participating Lenders, as of the date of execution and delivery of this Agreement and, except with respect to Section 4.9(iv) below, as of the date of each advance of Loan proceeds, as follows:

**4.1 Due Organization.** The Borrower is a duly organized and validly existing limited liability company in accordance with Chapter 156C of the Massachusetts General Laws and is in good standing under the laws of the Commonwealth and its manager/managing member is a duly organized and validly existing corporation in accordance with Chapter 156D of the General Laws and is in good standing under the laws of the Commonwealth. The Borrower's manager/managing member has been granted tax-exempt status as a Section 501(c)(3) corporation under the Internal Revenue Code of 1986, as amended. The foregoing requirement shall be considered met if a tax-exempt corporation has a controlling financial or managerial interest in the Borrower's manager/managing member.

**4.2 Due Authority.** The Borrower and its manager/managing member have the requisite power and authority to own the Property and to carry on business as now being conducted and as contemplated under this Agreement and the other Loan Documents.

**4.3 Requisite Power.** The Borrower has the power to execute and perform this Agreement and has the power to borrow and to execute and deliver all other Loan Documents.

**4.4 Requisite Action.** The execution and performance by the Borrower of the terms and provisions of this Agreement and each of the other Loan Documents have been duly authorized by all requisite action, will not violate any provision of law, any order of any court or other agency of



government, or any indenture, agreement or other instrument to which the Borrower is a party or by which it is bound, including without limitation the Ground Lease and will not be in conflict with, result in a breach of or constitute (with due notice or lapse of time or both) a default under any such indenture, agreement or other instrument, or result in the creation or imposition of any lien, charge or encumbrance of any nature whatsoever upon any of the property or assets of the Borrower, other than the Mortgage and the Permitted Encumbrances.

**4.5 Financial Statements.** Financial data, reports and other information on the Project, the Property, the Borrower or the Sponsor furnished to the Participating Lenders by the Borrower or the Sponsor are accurate and complete and, as to financial disclosures, fairly present the financial position of the Borrower or the Sponsor, as the case may be.

**4.6 No Adverse Change.** There has been no material adverse change in the condition, financial or otherwise, of the Sponsor or the Borrower since the date of the most recent financial statement referred to in Section 4.5.

**4.7 No Litigation.** There is no action, suit or proceeding at law or in equity or by or before any governmental instrumentality or other agency now pending or, to the knowledge of the Borrower, threatened against or affecting the Project, the Property, the Sponsor or the Borrower which, if adversely determined, would have a material adverse effect on the business, operations, properties (including the Property), assets or condition, financial or otherwise of the Sponsor or the Borrower.

**4.8 No Violation.** The plans and specifications have been approved by holders of the Other Loans and all governmental bodies having jurisdiction over the Project. The Borrower has obtained all necessary governmental permits for the Project (excepting only such permits, licenses and/or approvals which cannot be obtained until the commencement, a future interim stage, or completion of construction of the Project, a list of which has been supplied by the Borrower to the Participating Lenders, and which the Borrower hereby undertakes to update regularly to reflect the receipt of any and all subsequently-issued permits, licenses and/or approvals), and neither the Project nor occupancy of the Property after completion of the Project will violate any building, zoning, subdivision, land-use, health, historic preservation, licensing, rent control, planning, sanitation, handicapped access or environmental protection ordinance, regulation or law.

**4.9 No Default.** There are no defaults or sets of facts which, with the passage of time or otherwise, would constitute a default (i) under any agreements by and between the Borrower and the holders of the Other Loans or under the Ground Lease; or (ii) under this Agreement or any of the other Loan Documents; or (iii) under the organizational documents of the Borrower, the Borrower's manager/managing member or the Sponsor; or (iv) under any obligation of the Borrower, Sponsor or any of their Principals (as defined in the Commitment Letter for the AHT Loan) to The Commonwealth of Massachusetts or any agency, instrumentality or subdivision thereof.

**4.10 Sufficient Funds.** The proceeds of the Other Loans, the Loan, the syndication proceeds, and any other sources of funds disclosed by the Borrower to the Participating Lenders provide sufficient funds to complete the Project and operate the Property in accordance with the provisions and requirements of this Agreement. Any and all proceeds of the Other Loans, if any,

scheduled to be advanced prior to the date hereof have been advanced to the Borrower, and funds in the full amount of the Other Loans, if any, are available through executed Other Loan documents, or through binding commitments satisfactory to the Participating Lenders.

**4.11 Development Team.** The members of the Borrower's development team for the Project are as set forth in Exhibit F attached hereto.

**4.12 No Hazardous Substances.** To the best of its knowledge, no oil, asbestos, urea formaldehyde foam insulation, nor any other hazardous material, hazardous waste or hazardous substance (hereinafter collectively called "hazardous substances"), as those terms are defined by any applicable law, rule or regulation including without limitation, the Massachusetts Oil and Hazardous Material Release Prevention and Response Act, M.G.L. c. 21E, the Massachusetts Hazardous Waste Management Act, M.G.L. c. 21C, the Comprehensive Environmental Response, Compensation and Liability Act, as amended, 42 U.S.C. Sections 9601 et seq., and the Resource Conservation and Recovery Act, as amended, 42 U.S.C. Sections 6901 et seq., has been or is being generated, stored, released or disposed of on, under or from the Property, except for certain hazardous substances as previously disclosed to the Participating Lenders in the environmental reports delivered to the Participating Lenders and listed in Exhibit H attached hereto, as to all of which hazardous substances the Borrower shall undertake and complete all necessary and appropriate response actions (including without limitation removal, encapsulation and/or remediation) in accordance with all applicable legal requirements in order to achieve a level of no significant risk to human health, public welfare or the environment, prior to completion of the Project and occupancy of any units therein. The Borrower shall not release or permit any release or threat of release of any hazardous substances on the Property, nor generate or permit any hazardous substances to be generated on the Property; nor store or permit any hazardous substances to be stored on the Property (unless such substance is customarily used in connection with construction or operation of a housing development and either a permit is issued therefor or such storage is allowed by applicable law). The Borrower shall provide the Participating Lenders with prompt written notice: (a) upon the Borrower's becoming aware of any release or threat of release of any hazardous substances upon, under or from the Property; (b) upon the Borrower's receipt of any notice from any federal, state, municipal or other governmental agency or authority in connection with any hazardous substance located upon or under the Property, or emanating from the Property; and (c) upon the Borrower's obtaining knowledge of the incurring of any expense by any governmental authority in connection with the assessment, containment or removal of any hazardous substances located upon or under the Property or emanating from the Property. The Borrower hereby agrees, at its sole cost and expense, to promptly take all remedial action necessary to assess, contain, monitor, remediate and remove all hazardous substances which are located upon or released at the Property in such a manner as to bring the Property in compliance with applicable legal requirements, and to take all actions necessary or appropriate to avoid any liability of or claims against the Borrower, the Participating Lenders, the Administrator, or any subsequent owner of the Property, and to avoid the imposition of any liens on the Property as a result of the presence of hazardous substances thereon. The Borrower agrees, at its sole cost and expense, to provide to the Participating Lenders all professional environmental assessments prepared with respect to the Property at any time while the Loan is outstanding and such other information with respect to hazardous substances at the Property any Participating

Lender from time to time may require. The Borrower further agrees to indemnify and hold the Participating Lenders and the Administrator harmless from and against any and all liabilities, damages, losses, obligations, penalties, claims, demands, actions, costs and expenses (including without limitation attorneys and expert fees and costs) of any kind or nature whatsoever arising at any time from or out of the presence or release of any hazardous substance at or from the Property or the violation of any legal requirements with respect to such hazardous substances. Except as otherwise provided in this Section, the liability and obligations of the Borrower under this Section shall survive payment of the Loan and/or any foreclosure, deed in lieu of foreclosure, termination, discharge, or partial release of the Mortgage or any other Loan Document, provided, however, the liability and obligations of the Borrower under this Section shall cease and be of no further force or effect if (i) the Loan is paid in full before the Agent takes possession of, collects rents from, forecloses upon, or accepts a deed in lieu of foreclosure for the Property; and (ii) the Participating Lenders are entitled to retain such payment(s) and shall no longer be subject to the possibility of having to refund or disgorge any sums received to any party by operation of bankruptcy, creditor protection, or insolvency laws now or hereafter enacted. In addition, Borrower shall have no liability under this Section with respect to hazardous substances or the violation of any legal requirements with respect to such hazardous substances which first affect the Property (or any areas surrounding the Property) after the discharge, deed in lieu of foreclosure or foreclosure of the Mortgage.

**4.13 Debarment.** Neither Borrower nor any of Borrower's partners, members, managers, or any person having a beneficial interest in Borrower, the Property and/or the Project (i) are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded by any federal department or agency; (ii) have within the three-year period preceding this Agreement been convicted of, or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (federal, state or local) transaction or contract under a public transaction; violation of federal or state antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property; (iii) are presently indicted for or otherwise criminally or civilly charged by a governmental entity (federal, state or local) with commission of any of the offenses enumerated in subparagraph (ii) above; and (iv) have within the three-year period preceding this Agreement had one or more public transactions (federal, state or local) terminated for cause or default.

**4.14 No Personal Benefit.** No member, shareholder, officer, employee or director of the Borrower or its board of directors has or will profit in any way, directly or indirectly, from the Loan or the Project.

**4.15 Tenants Eligible for Relocation Assistance.** The list of persons (including individuals, businesses, nonprofit organizations, corporations, partnerships and associations) and their addresses included in the approved relocation plan for the Project, if any, is a true and accurate listing of all persons occupying any part of the Property as of the date hereof and on whichever of the following dates is applicable:

(A) If the Borrower had site control of the Property at the time of its application to DHCD for financing, the date of submission to DHCD of such application; or

(B) If the Borrower did not have site control of the Property at the time of its application to DHCD for financing, the date DHCD approved such application.

**4.16 Compliance with HIF Program Regulations.**

The Project:

(A) is (i) a Financially Feasible Project which is capable of complying with all of the loan terms set forth at 760 CMR 23.04(2) of the Regulations; and (ii) an Alternative Form of Housing, as defined in 760 CMR 23.02 of the HIF Regulations;

(B) provides an Alternative Form of Housing meeting the affordability requirements of the Affordable Housing Restriction;

(C) is developed and owned by one or more non-profit corporations (or an entity or entities in which such non-profit corporations have a controlling interest), or by a limited equity cooperative housing corporation; and

(D) involves the Creation of Housing or the Preservation of Housing within the meaning of 760 CMR 23.02 of the Regulations or the refinancing of an existing HIF loan if and to the extent permitted pursuant to 760 CMR 23.04(3). Capitalized terms used in this Section and not otherwise defined in this Agreement shall have the definitions and meanings provided in the HIF Regulations.

Furthermore, the amount of the HIF Loan is not more than fifty percent (50%) of the total development costs of the Project.

**4.17 Compliance with CBH Program Requirements.**

The Project:

(A) is a Financially Feasible Project that is capable of complying with all of the loan terms set forth at 760 CMR 60.04 of the CBH Regulations;

(B) is (or upon completion of construction in accordance with the plans and specifications shall be) in compliance with the applicable requirements of the CBH Statute, as amended;

(C) in accordance with the EOHHS Services Plan, provides CBH Community-Based Housing for PCEs;

(D) is owned, developed and operated by one or more non-profit corporations or an entity or entities in which one or more non-profit corporations have a controlling financial or managerial interest; and

(E) involves (i) new construction, rehabilitation of an existing building, or the conversion of an existing non-Eligible Project to an Eligible Project; (ii) the Preservation of Housing; or (iii) the refinancing of an existing CBH loan if permitted under 760 CMR 60.04(3). Capitalized terms used in this Section and not otherwise defined in this Agreement shall have the definitions and meanings provided in the CBH Regulations.



Furthermore, the amount of the CBH Loan is not more than fifty percent (50%) of the total development costs of the Project.

**4.18 Insufficient Private Capital.** The private sector has not provided sufficient capital required for the Project.

**4.19 No Arbitrage.** The Borrower shall not, directly or indirectly, use or permit the use of any proceeds of the AHT Loan, CBH Loan, and HIF Loan, or take or fail to take any other action, which would cause the bonds from which AHT Loan, CBH Loan, and HIF Loan proceeds were funded to be considered "arbitrage bonds" within the meaning of Section 148 of the Internal Revenue Code of 1986, as amended.

**4.20 Ground Lease.** The Ground Lease has not been amended, supplemented or otherwise modified, is currently in full force and effect.

Each of the foregoing representations and warranties shall survive the making of the Loan and any advance of funds pursuant thereto and the Borrower shall indemnify and hold harmless the Participating Lenders and the Administrator from and against all liabilities, damages, losses, obligations, penalties, claims, demands, actions, costs and expenses (including without limitation attorneys and expert fees and costs) of any kind or nature directly or indirectly resulting from the breach thereof, including, without limitation, costs of defending or settling any claim arising therefrom against the Participating Lenders or the Administrator.

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## **SECTION 5. BORROWER'S COVENANTS**

Until payment in full of the Loan and all other sums required to be paid by the Borrower under the Loan Documents, the Borrower agrees that it shall comply with all of the terms and conditions of the Loan Documents and the Regulations and that it shall:

**5.1 Completion of Project.** Complete the Project in a timely manner in accordance with the Project Schedule, the approved plans and specifications and the Project Sources and Uses.

**5.2 Construction of Project.** Build the Project and operate the Property consistently with this Agreement, the organizational documents of the Borrower, the Statutes, Regulations and Guidelines and the Loan Documents.

**5.3 Quality Standards.** Complete the Project in conformance with (i) the housing quality standards set forth in the regulations of HUD at 24 CFR §982.401 or any successor regulations; (ii) the accessibility requirements at 24 CFR Part 8, which implement Section 504 of the Rehabilitation Act of 1973 (29 U.S.C. §794); (iii) the Massachusetts State Building Code and the Massachusetts State Sanitary Code (105 CMR §410.00); (iv) all applicable federal, state and/or local statutes, regulations or ordinances which may be applicable thereto, including, without limitation, the Americans with Disabilities Act of 1990, as amended, 42 U.S.C. §12101 (as it may from time to time be amended or replaced) and (v) if applicable, the design and construction requirements at 24 CFR §100.205, which implement the Fair Housing Act (42 U.S.C. §§3601-3619) and (vi) the Massachusetts State Building Code energy conservation standards which are based upon the 1995 edition of the Model Energy Code published by the Council of American

Building Officials with Massachusetts specific amendments (as it may be amended from time to time). No contractor or subcontractor performing work on the Project shall be on HUD's list of debarred persons.

**5.4 Development and Operation.** Take all steps to develop and operate the Property in accordance with the Project Sources and Uses, the Statutes, Regulations and Guidelines, the provisions of the documents governing the Other Loans, the Ground Lease, and the Loan Documents.

**5.5 Compliance with Laws and Agreements.** Continuously comply with all (i) applicable building, fire, licensing, health, sanitation, historic preservation, environmental protection, land-use, subdivision and zoning ordinances and regulations promulgated by any national, state or local governmental body, agency or division having jurisdiction over the Property, (ii) the organizational documents of the Borrower, (iii) the approved affirmative fair housing marketing plan for the Project, and (iv) all restrictions or other encumbrances affecting title to the Property, including the Ground Lease. The Borrower agrees to comply with the applicable requirements of the national and local boards of fire underwriters and to furnish the Participating Lenders such evidence thereof as the Participating Lenders may reasonably require.

**5.6 Records.**

- (a) Keep proper and separate books and records and make, or cause to be made, full and true entries of all dealings and transactions of every kind relating to the Project and the Property, which books and records will be open to inspection by the Participating Lenders and their agents and representatives at all reasonable times at the Property. "Records" shall include receipts, checks, invoices, contracts and sub-contracts, books of account, reports, financial statements, and all other compilations of data documenting transactions with respect to the Project and Borrower's compliance with Program requirements, including:
  - (i) Records of all Program-related account transactions, including deposits, disbursements, and balances, and of all tangible assets purchased in whole or in part with funds provided pursuant hereto.
  - (ii) Records supporting requests for payment and disbursement of Program funds.
  - (iii) Records indicating the source and amount of any repayment, interest, and other return on investment of Program funds.
  - (iv) Records of all written agreements and contracts pertaining to the Project, including but not limited to, mortgages, deed restrictions, covenants, leases, and/or other agreements as approved.
  - (v) Records documenting the per-unit amount invested in the Project by each Participating Lender.
  - (vi) Audits and resolution of audit findings.
  - (vii) Income certifications as required by the Affordable Housing Restriction.

- (viii) Where applicable, records of monthly rent and utility allowances for each assisted rental unit.
  - (ix) Documentation of efforts to undertake affirmative marketing procedures.
  - (x) Where applicable, documentation of efforts to recruit MBEs and WBEs.
  - (xi) Records documenting that all assisted units meet Section 8 Housing Quality Standards as well as applicable state and local codes. Records also must document full compliance with the Lead-Based Paint Poisoning Prevention Act and the Residential Lead-Based Paint Hazard Reduction Act of 1992, 42 U.S.C. §4822 and implementing regulations at 24 CFR Part 35.
- (b) Retain all records, accounts, documentation, and all other relevant materials for a period of three (3) years after the final advance hereunder. The Borrower agrees to permit all Participating Lenders and their agents and designees to examine the Borrower's books and records, including all financial statements and records, from time to time, insofar as the same may apply to the Borrower's use of funds made available hereunder. The Borrower further agrees to furnish such other information as any Participating Lender may request (including the Borrower's records and accounts), for the purpose of determining the Borrower's compliance with this Loan Agreement, the other Loan Documents, and the Statutes, Regulations and Guidelines.
- (c) Cooperate fully with any audit survey of the Project requested by a Participating Lender from time to time to comply with the Regulations.

**5.7 Other Loans/Ground Lease.** Perform all its obligations and agreements under the documents governing the Other Loans, the Loan Documents, the organizational documents of the Borrower, the Ground Lease and any other agreements or instruments to which the Borrower is a party and which relate to the Loan, to the Project or to the Property. The Borrower shall give notice to the Participating Lenders of any notices received by it from a holder of any Other Loan relative to any default or delinquency under any Other Loan or from the landlord under the Ground Lease relative to any default or delinquency under the Ground Lease and, upon the request of a Participating Lender, the Borrower shall inform such Participating Lender of the status of any Other Loan and of the Ground Lease. The Borrower shall not increase the amount of, amend, terminate, renew, extend or refinance any Other Loan and shall not enter into any modification, termination or amendment of the Ground Lease or give any approval required or permitted under the Ground Lease or exercise any termination rights or other rights or option(s) relating thereto, or release or discharge the ground landlord from any of the terms or obligations of the Ground Lease, without the prior written consent of the Participating Lenders. The Borrower acknowledges that the CBH Loan and HIF Loan cannot be refinanced during the term thereof, as the same may be extended, except in accordance with the CBH and HIF Regulations.

If, under the terms of the Ground Lease, any delinquency or non-payment by the Borrower would or could constitute a material default thereunder for which the ground landlord may terminate the Ground Lease without any notice or grace period (whether due to prior defaults by the Borrower under the Ground Lease or otherwise), at any Participating Lender's request, the Borrower shall deliver all future payments due under the Ground Lease to such Participating Lender by such

number of days prior to the due date as such Participating Lender may reasonably specify, or make other arrangements reasonably satisfactory to such Participating Lender to insure the timely payment of all such future payments.

**5.8 Indemnification.** Indemnify, exonerate and hold harmless the Administrator and the Participating Lenders from any and all liabilities, damages, losses, obligations, penalties, claims, demands, actions, costs and expenses (including without limitation attorneys and expert fees and costs) of any kind or nature whatsoever which it may or shall incur in connection with the Loan or the Loan Documents or by reason of any good faith action taken by the Administrator, and the Participating Lenders in relation thereto (except to the extent caused by the gross negligence or willful misconduct of the indemnitee).

**5.9 Renewal of Licenses, Permits.** Promptly before they expire, renew all licenses or other permits required for operation of the Property as improved by the Project, and provide copies of the same to the Participating Lenders within thirty (30) days of receipt.

**5.10 Operations.** Operate the Property in accordance with the affordability restrictions set forth in the Affordable Housing Restriction.

**5.11 Relocation Assistance.** Provide relocation assistance for displaced persons as required by the regulations set forth in 24 CFR §92.353 and Chapter 79A of the Massachusetts General Laws. Displaced persons shall include, without limitation, any person identified in the approved relocation plan for the Project, if any, who moves from the Property or moves personal property from the Property permanently, as a direct result of acquisition, rehabilitation or demolition for the Project. The Borrower shall comply with the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970 (42 U.S.C. 4601-4655) and the regulations promulgated thereunder at 49 CFR Part 24 in connection with any family, individual, business or nonprofit organization that is permanently and involuntarily displaced as a result of the use of the proceeds of the Loan for the Project.

**5.12 Other Federal and State Requirements.** Carry out each activity provided for in this Agreement and in the other Loan Documents in compliance with all applicable federal laws and regulations described in 24 CFR §92.350 (nondiscrimination and equal opportunity; disclosure requirements; debarred, suspended or ineligible contractors (2 CFR §2424); and drug-free workplace (41 U.S.C. §701 et seq., 24 CFR §21), §92.351 (affirmative marketing), §92.353 (displacement, relocation and acquisition), §92.354 (Davis-Bacon Act wages), §92.355 (lead-based paint) and §92.356 (conflict of interest) and §92.358 (consultant activities). The Borrower shall ensure that no otherwise qualified person shall be excluded from participation or employment, denied program benefits or subjected to discrimination based on race, color, national origin, sex, age, handicap, religion or religious preference or sexual orientation under any program or activity funded under this Loan Agreement, as required by Title VI of the Civil Rights Act of 1964 (42 U.S.C. §2000(d)) and implementing regulations at 24 CFR Part 1 (Nondiscrimination in Federally Assisted Programs), the Fair Housing Act (42 U.S.C. §§3601-19) and implementing regulations at 24 CFR Part 100 (Discriminating Conduct under the Fair Housing Act), the Age Discrimination Act of 1975 (42 U.S.C. §§6101-6107) and implementing regulations at 24 CFR Part 146 (Nondiscrimination on the Basis of Age in Programs or Activities Receiving Federal Financial Assistance) and under all non-discrimination laws and regulations of The



Commonwealth of Massachusetts. The Borrower shall comply with the following civil rights mandates: (i) Section 109 of Title I - Housing and Community Development Act of 1974 prohibiting discrimination on the basis of race, color, national origin, sex, age or handicap; (ii) Title VIII of the Civil Rights Act of 1968, amended by the Community Development and Housing Act of 1974, prohibiting discrimination on the basis of race, color, religion, sex or national origin in the sale, rental, marketing or financing of housing; (iii) OMB Circular A-102 Attachment O, Paragraphs 9(a) and 9(b), requiring affirmative steps to assure that small businesses, minority-owned businesses and women-owned businesses are utilized when possible as sources of supplies, equipment, construction and services, as applicable; and (iv) Chapter 516 of the Acts and Resolves of 1989 of The Commonwealth of Massachusetts prohibiting discrimination on the basis of race, color, religious creed, national origin, sex, sexual orientation, age, ancestry or handicap. The Borrower shall comply with all applicable Commonwealth of Massachusetts procurement requirements and any special procurement requirements imposed by DHCD and the procurement and contracting standards set forth at 24 CFR §85.36. The Borrower shall comply with Section 3 of the HUD Act of 1968, as amended by the Housing and Community Development Act of 1992 (12 U.S.C. §1701u) and the Section 3 Regulations (24 CFR Part 135), as the same may be amended from time to time or any successor regulations, in connection with the construction, alterations or improvement of the Project. Borrower shall submit within seven (7) days of request by a Participating Lender, evidence of compliance with Section 3 training, employment and business opportunity requirements and shall include the Section 3 addendum, attached hereto as Exhibit N, in every construction contract and subcontract entered into for the Project.

**5.13 Conflict of Interest.** The Borrower shall comply with The Commonwealth of Massachusetts conflict-of-interest law M.G.L. c. 268A.

**5.14 Use of Loan Proceeds.** Use Loan proceeds solely for Eligible Project Costs and ensure that the proceeds of the Loan will not be reloaned or assigned to any party and will not be used for any purpose prohibited by the Loan Documents or the Statutes, Regulations or Guidelines.

**5.15 Publicity: Signs.** Upon request, permit a sign to be erected at the Property at a location selected by the Participating Lenders indicating that the Project is being financed in part by DHCD, AHT, CEDAC, and the City, subject to compliance with the zoning by-laws or ordinances of the municipality in which the Property is located. The sign shall remain at the Project for at least thirty (30) days following the completion of construction. The sign shall be plywood, securely mounted, and shall read as follows: Funds for this Project have been provided by \_\_\_\_\_.

**5.16 Development Team.** Not change any member of its development team for the Project from those listed in Exhibit F attached hereto, without the Participating Lenders' prior written consent, which consent shall not be unreasonably withheld, conditioned or delayed.

**5.17 Modification of Organizational Documents.** Not amend, modify or restate in any material respects the Borrower's organizational documents and not permit the amendment or modification in any material respects of the organizational documents of the Borrower's manager/managing member, without the Participating Lenders' prior written consent, the Borrower hereby acknowledging and agreeing that any amendment to provisions relating to the purposes of the Borrower, a sale or transfer of the interest of the managing member in the Borrower, the

withdrawal or removal of the managing member from the Borrower, or the sale or other transfer of the Property or any other amendment which would or could materially affect the rights and interests of the Participating Lenders under the Loan Documents, and/or the compliance of the Borrower and the Project with the Statutes, Regulations and Guidelines shall be deemed material for purposes of this Section.

**5.18 Reporting.** Comply with all reporting requirements set forth herein and in the other Loan Documents.

**5.19 Management.** Provide for the management of the Property in a manner reasonably satisfactory to the Participating Lenders pursuant to a management contract approved by the Participating Lenders. Any changes or amendments to the management contract and the selection of a new management agent shall be subject to the prior written approval of the Participating Lenders. Any management contract entered into by the Borrower shall contain a provision that it shall be subject to termination, without penalty and with or without cause, immediately upon written notice from a Participating Lender after an Event of Default. Upon receipt of notice of termination, the Borrower shall immediately make arrangements satisfactory to the Participating Lenders for continuing proper management of the Property. The Borrower, with the approval of the Participating Lenders, may retain the terminated management agent for up to thirty (30) days while a replacement management agent is being selected. In the event that the Borrower has not made arrangements satisfactory to the Participating Lenders for continuing proper management of the Property thirty (30) days after the termination of the management contract (whether or not such termination is pursuant to the provisions of this Section), the Participating Lenders shall have the right to require the Borrower to execute a management contract with a management agent designated by the Participating Lenders.

**5.20 Tax-Exempt Status.** Maintain or cause each ultimate beneficial owner of the Borrower's managing member to maintain its tax-exempt status as a Section 501(c)(3) corporation under the Internal Revenue Code of 1986, as amended (the Borrower agreeing promptly to give due notice to the Participating Lenders of any notice received by the Borrower that affects or could affect or otherwise relate to such tax-exempt status); and ensure that the Project will at all times be owned, developed and operated by one or more non-profit corporations organized pursuant to Chapter 180 of the Massachusetts General Laws, or an entity or entities in which one or more non-profit corporations have a controlling financial or managerial interest (the Borrower agreeing that it shall make no material change to its organizational documents without first obtaining the written approval of the Participating Lenders other than as permitted in Section 5.16 above).

**5.21 No Reserve Fund.** Not establish any sinking fund, debt service fund, redemption fund, reserve fund (other than a reserve fund for replacement of capital items) or similar fund to be used to pay any portion of the principal of or interest on any portion of the Loan financed with tax-exempt bonds.

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## **SECTION 6. REPORTING REQUIREMENTS**

**6.1 Project Completion Reports.**

- (a) Completion Documentation. If not already submitted pursuant to Section 3.3(F) above, within thirty (30) days of issuance of the final certificate of occupancy for the Project, the Borrower shall promptly deliver to the Participating Lenders the following:
  - (i) certificates of occupancy for all units to be created or rehabilitated by the Project; and
  - (ii) Architect's Certificate of Substantial Completion on AIA Form G704.
- (b) Cost Certification. Within ninety (90) days of issuance of the final certificate of occupancy for the Project, the Borrower shall deliver to the Participating Lenders a final cost certification, in form acceptable to, and with any supporting documentation required by, the Participating Lenders. Borrower shall cause the aforementioned cost certification to be certified in an audit prepared by a certified public accountant in accordance with generally accepted accounting principles consistently applied and submitted within 120 days after the completion of the Project.
- (c) Close-Out Reports. Within sixty (60) days following the final Disbursement Request, the Borrower shall submit a "close-out" report, in a format prescribed by DHCD, to CEDAC.

## **6.2 Annual Reports**

- (a) Annual Financial Statements. Within one hundred twenty (120) days after the end of each fiscal year of the Borrower, the Borrower shall furnish the Participating Lenders with annual audited financial statements of the Borrower.
- (b) Borrower's Certifications. Within one hundred twenty (120) days after the end of each fiscal year of the Borrower, the Borrower shall provide the Participating Lenders with a certification signed by the Borrower that:
  - (i) The Property is being operated consistently with this Agreement, the organizational documents of the Borrower, the Statutes, Regulations and Guidelines, and the Loan Documents; and
  - (ii) The Borrower, the Sponsor and their respective principals are current on all existing obligations to The Commonwealth of Massachusetts and to any subdivision, agency, authority or instrumentality thereof.
- (c) Cash Flow Documentation. Within forty-five (45) days after the end of the Borrower's fiscal year, the Borrower shall deliver a report, in a form acceptable to CEDAC, documenting the Property's cash flow, calculating the net cash flow of the operation of the Property in accordance with the net cash flow provisions of the CBH Note (which report shall reflect the financial information for the Property only, and shall not be consolidated with financial information relating to any other properties and/or operations of the Borrower).
- (d) Nonprofit Documentation. Within forty-five (45) days after the end of the Borrower's fiscal year, the Borrower shall deliver a report, in a form acceptable to CEDAC, documenting the continuing control of the Property by a non-profit entity.

**6.3 Additional Reporting Requirements.** The Borrower shall prepare and submit to the Participating Lenders such additional reports as may from time to time be reasonably required, and shall comply with the reporting requirements set forth in the Affordable Housing Restriction.

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## **SECTION 7. EVENTS OF DEFAULT.**

An "Event of Default" shall arise under this Agreement upon the occurrence of any one or more of the following events:

**7.1 Assignment of Loan.** The Borrower assigns this Agreement or any money advanced hereunder without the prior written consent of the Participating Lenders, or the Borrower sells, transfers, conveys, leases, encumbers, or in any other way exchanges the Property, or interests in the Borrower in violation of the transfer restrictions set forth in the Affordable Housing Restriction.

**7.2 Misrepresentation.** Any representation or warranty made herein or in any report, certificate, financial statement or other instrument furnished in connection with this Agreement or the Loan shall prove to be false in any material respect.

**7.3 Nonpayment.** The Borrower fails to pay the principal of, or fees or interest on, the Note or any other indebtedness of the Borrower under the Loan Documents after the same shall become due and payable and such failure continues beyond any applicable grace period.

**7.4 Breach of Covenant.** The Borrower defaults in the due observance or performance of any other covenant, condition or agreement to be observed or performed by the Borrower pursuant to the terms of the Loan Documents and the continuance of such default for thirty (30) days after written notice thereof from the Agent or a Participating Lender to the Borrower; provided, however, that if the curing of such default cannot be accomplished with due diligence within said period of thirty (30) days, then the Borrower shall have such additional reasonable period of time, not to exceed thirty (30) days, to cure such default provided the Borrower shall have commenced to cure such default within the initial thirty (30) day period, such cure shall have been diligently prosecuted by the Borrower thereafter to completion and no Participating Lender reasonably deems the Property jeopardized by such further delay.

**7.5 Insolvency.** The Borrower or the Borrower's managing member shall (i) apply for or consent to the appointment of a receiver, trustee or liquidator of it or any of its property, (ii) admit in writing its inability to pay its debts as they mature, (iii) make a general assignment for the benefit of creditors or (iv) be adjudicated a bankrupt or insolvent (however such insolvency may be evidenced).

**7.6 Bankruptcy.** Any proceeding involving the Borrower or the Borrower's managing member is commenced by or against the same under any bankruptcy or reorganization arrangement, probate, insolvency, readjustment of debt, dissolution or liquidation law of the United States, or any state, but if such proceedings are instituted no Event of Default shall be deemed to have occurred hereunder unless the Borrower or the Borrower's managing member, as the case may be either approves, consents to, or acquiesces in such proceedings, or such proceedings are not dismissed within sixty (60) days.



**7.7 Reorganization.** An order, judgment or decree is entered, without the application, approval or consent of the Borrower or the Borrower's managing member, by any court of competent jurisdiction approving a petition seeking reorganization or approving the appointment of a receiver, trustee or liquidator of the Borrower or the Borrower's managing member, as the case may be or all or a substantial part of its assets, and such order, judgment or decree shall continue un-stayed and in effect for a period of sixty (60) days.

**7.8 Change in Form.** Any change in the legal form of, or the termination or dissolution of, the Borrower.

**7.9 Judgment.** Any judgment, warrant, writ of attachment, or any similar process (in an amount exceeding \$20,000, or, if more than one action, when added together all such actions exceed \$20,000) is issued or filed against the Borrower or against property or assets of the same, and is not vacated, bonded or stayed within sixty (60) days.

**7.10 Default on Other Loan or on Ground Lease.** Default on the part of the Borrower or the Sponsor, continuing beyond any applicable grace period, in the due observance or performance of any other covenant, condition or agreement to be observed or performed pursuant to any documents or instruments now or hereafter existing entered into by the Borrower governing any Other Loan or any default by the Borrower under the Ground Lease continuing beyond any applicable notice or grace period.

Notwithstanding the foregoing, the Borrower's investor member shall have the right to cure any default within the applicable cure period provided in this Section 7 or to pay any amount or do any act or thing required of the Borrower by the terms of this Agreement. All payments made and all acts performed by the Borrower's investor member within such cure period to cure such default shall be accepted by the Participating Lenders as if made by the Borrower.

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## **SECTION 8. RIGHTS ON DEFAULT**

Upon the occurrence of any one or more of the Events of Default enumerated in the foregoing Section 7, and at any time thereafter, then:

**8.1 Acceleration.** A Participating Lender may declare its Note and any and all other indebtedness of the Borrower to such Participating Lender forthwith to be due and payable, whether or not the indebtedness evidenced by the Note shall be otherwise due and payable and whether or not the Agent shall have initiated any foreclosure or other action for the enforcement of the Loan Documents, whereupon the Note and any other such indebtedness shall become forthwith due and payable, both as to principal and interest, without presentment, demand, protest or notice of any kind, all of which are hereby expressly waived by the Borrower.

**8.2 Attorney-in-Fact.** For the purposes of carrying out the provisions and exercising the rights, powers and privileges granted by this Section 8, the Borrower hereby irrevocably constitutes and appoints the Agent its true and lawful attorney-in-fact, with full power of substitution, to execute, acknowledge and deliver any instruments and do and perform any acts which are referred to in this Section 8, in the name and on behalf of the Borrower. The power

vested in said attorney-in-fact is, and shall be deemed to be, coupled with an interest and irrevocable.

**8.3 Other Remedies.** Upon the occurrence of an Event of Default, the rights, powers and privileges provided in this Section 8 and all other remedies available to the Agent or the other Participating Lenders under this Agreement or under any of the Loan Documents or at law or in equity, may be exercised by the Agent, including but not limited to the commencement of foreclosure proceedings under the Mortgage, the right to cure the Borrower's defaults as more fully set forth in the Mortgage or the commencement of an action seeking specific performance under any Loan Document, whether or not the indebtedness evidenced and secured by the Loan Documents otherwise shall be due and payable, and whether or not the Agent shall have instituted any foreclosure proceedings or other action for the enforcement of its rights under any of the Loan Documents. Failure of the Agent to exercise any rights or remedies at any time shall not constitute a waiver of any of the rights or remedies of the Agent or the other Participating Lenders. Any Participating Lender may, at its option, after five (5) days' written notice to the Borrower, discharge any liens or other encumbrances (other than the Permitted Encumbrances) upon, and purchase and maintain insurance in respect of, the Property and any materials stored thereon or therein, and pay any other sums the Borrower is obligated to pay under the Loan Documents. Any amount expended by a Participating Lender for such purposes shall be treated as advances under Loan shall be secured by the Mortgage and shall bear simple interest at the delinquency rate set forth in Section 8.2 of the Mortgage.

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## **SECTION 9. MISCELLANEOUS**

**9.1 Assignment.** The Borrower shall not assign or attempt to assign directly or indirectly, any of its rights under this Agreement or under any instrument referred to herein without the prior written consent of the Participating Lenders in each instance. Any such assignment made in violation of this provision shall be voidable at the option of the Participating Lenders. Any assignee shall be bound by all the terms of the assigned documents.

**9.2 Notices.** Any notice, request, instruction or other document to be given hereunder to either party by the other shall be in writing and delivered personally or sent by recognized overnight courier, receipt confirmed or sent by certified or registered mail, postage prepaid, to the addresses set forth in this Agreement. Either party may change the address to which notices are to be sent to it by giving written notice of such change of address to the other party in the manner herein provided for giving notice. Any such notice, request, instruction or other document shall be conclusively deemed to have been received and be effective on the day on which personally delivered or, if sent by certified or registered mail, three (3) days after the day on which mailed or, if sent by overnight courier, on the day after delivered to such courier. The Agent shall use reasonable efforts to send courtesy copies of all notices sent to the Borrower to the Borrower's investor at the address set forth below, provided that any failure to send such a courtesy copy shall not affect the validity of any notice: Massachusetts Housing Investment Corporation, 70 Federal Street, Boston, Massachusetts 02110, Attention: Richard Becker, Director of Asset Management.

**9.3** Choice of Law. The Loan Documents shall be construed in accordance with and governed by the laws of The Commonwealth of Massachusetts.

**9.4** Modifications Must be in Writing. No modification or waiver of any provision of the Loan Documents, nor consent to any departure by the Borrower therefrom shall in any event be effective unless the same shall be in writing signed by Borrower and Agent, and then such waiver or consent shall be effective only in the specific instance and for the purpose for which given. No failure or delay on the part of a Participating Lender or the Agent in exercising any right, power or privilege hereunder or under the Note or the Loan Documents shall operate as a waiver thereof, nor shall a single or partial exercise thereof preclude any other or further exercise thereof or the exercise of any other right, power or privilege.

**9.5** Survival. This Agreement and all covenants, agreements, representations and warranties made herein shall survive the making by the Participating Lenders of the Loan and the execution and delivery to the Agent of the Loan Documents, and shall continue in full force and effect so long as any portion of the Note is outstanding and unpaid. This Agreement shall inure to the benefit of and be binding on the successors and assigns of the Agent and of the Participating Lenders and the Administrator, and the permitted successors and assigns of the Borrower.

**9.6** Requirements of Tax Exempt Bonds. The Borrower acknowledges that all or a portion of the funds to be provided hereunder have or will have as their source tax exempt bonds. In that regard, the Borrower agrees to enter into such amendments to this Agreement and the other Loan Documents as may be required in the judgment of bond counsel to The Commonwealth of Massachusetts in order to satisfy all requirements of such tax exempt bonds.

**9.7** Exhibits. All Exhibits referred to in this Agreement are by such references fully incorporated herein.

**9.8** Exculpation. This Agreement is subject to the exculpation provisions set forth in the Note.

**9.9** Monitoring Fee. In order to enable CEDAC to monitor the Borrower's compliance with the provisions of this Agreement, during the term of the Loan, the Borrower agrees to pay to DHCD, upon request, an annual fee initially equal to \$25.00 per CBH Program dwelling unit in the Project, or a minimum of \$250.00, which fee shall be subject to annual adjustment for inflation. The Borrower agrees to pay the fee to DHCD within thirty (30) days of written request from DHCD.

**9.10** Integration. This Agreement contains the entire agreement between the parties hereto with respect to the matters set forth herein and is intended to be an integration of all prior agreements, conditions or undertakings between the parties hereto with respect to such matters. Except as expressly set forth in this Agreement and in the other Loan Documents, there are no promises, agreements, conditions, undertakings, warranties or representations, oral or written, express or implied, between the parties hereto with respect to the matters set forth herein.

**9.11** Counterparts. This Agreement may be executed in any number of counterparts, each of which, when so executed and delivered shall be an original, but such counterparts shall together constitute one and the same instrument.

**9.12 Severability.** In the event any of the provisions of this Agreement are held by a court of competent jurisdiction to be invalid, illegal or unenforceable, the other provisions hereof shall be liberally construed in order to effect the provisions and intent hereof.

**9.13 No Third Party Beneficiaries.** No provision of this Agreement shall be construed to confer any rights upon any person or entity who is not a party hereto, whether as third party beneficiary or otherwise.

**9.14 Relationship of Parties.** The provisions of this Agreement are intended solely for the purpose of defining the relative rights of the parties as lenders and borrower and no relationship of partnership, joint venture or other joint enterprise shall be deemed to be created hereby by and among the Participating Lenders or any of them or by and among the Participating Lenders and the Borrower.

**9.15 Undocumented Workers.** The Borrower certifies under the pains and penalties of perjury that the Borrower shall not knowingly use undocumented workers in connection with the performance of its obligations under this Loan Agreement or any other Loan Document; that pursuant to federal requirements, the Borrower shall verify the immigration status of all workers assigned to perform any such obligations without engaging in lawful discrimination; and that the Borrower shall not knowingly or recklessly alter, falsify, or accept altered or falsified documents from any such worker(s). The Borrower understands and agrees that breach of any of these terms during the term of the Loan may be regarded as a material breach, subjecting the Borrower to sanctions, including but not limited to monetary penalties, withholding of payments, contract suspension or termination.

IN WITNESS WHEREOF, the Agent and the Borrower have each duly executed, or caused to be duly executed, this Agreement under seal in duplicate, in the name and behalf of each of them (acting individually or by their respective officers or appropriate legal representatives, as the case may be, thereunto duly authorized) as of the day and year first above written.

**[SIGNATURES APPEAR ON FOLLOWING PAGE]**

THE COMMONWEALTH OF MASSACHUSETTS ACTING  
BY AND THROUGH THE DEPARTMENT OF HOUSING  
AND COMMUNITY DEVELOPMENT

By: \_\_\_\_\_

Its: \_\_\_\_\_

FRANCONIA APARTMENTS LLC

By: FRANCONIA APARTMENTS MM, INC., its  
Managing Member

By: \_\_\_\_\_

Elsie Borden

Its: President

## EXHIBITS

- A. Legal Description of Property
- B. Project Sources and Uses
- C. Ineligible Costs
- D. Project Schedule
- E. Other Loans
- F. Development Team
- G. List of Environmental Reports
- H. Pending Litigation
- I. Form of Requisition Certificate
- J. Forms of Lien Waiver
  - Contractor's Partial Waiver and Subordination of Lien
  - Contractor's Conditional Waiver and Release Upon Final Payment
  - Subcontractor's Partial Waiver and Subordination of Lien
  - Subcontractor's Conditional Waiver and Release Upon Final Payment
- K. Definitions of Programs, Statutes, Regulations And Guidelines
- L. Section 3 Addendum



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## **EXHIBIT A: LEGAL DESCRIPTION**

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## **EXHIBIT B: PROJECT SOURCES AND USES**

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## **EXHIBIT C: INELIGIBLE COSTS**

Debt Service Reserves

Operating Reserves

Costs associated with non-residential portions of the Project

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## **EXHIBIT D: PROJECT SCHEDULE**

|                                |       |
|--------------------------------|-------|
| Construction Start             | _____ |
| 50% Construction Completion    | _____ |
| Substantial Completion         | _____ |
| First Certificate of Occupancy | _____ |
| Full Certificates of Occupancy | _____ |
| Stabilization                  | _____ |
| Permanent Loan Closing         | _____ |

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## EXHIBIT E: OTHER LOANS

| LENDER                                                 | JUNIOR/SENIOR/PARI PASSU | LOAN AMOUNT |
|--------------------------------------------------------|--------------------------|-------------|
| MHIC, LLC                                              | Senior                   | \$1,900,000 |
| Springfield Housing Action Corporation. (Deferred Fee) | Junior                   | \$230,000   |
| Massachusetts Housing Partnership Fund Board           | Senior                   | \$1,000,000 |
| Springfield Housing Action Corporation (Energy Grant)  | Junior                   | \$200,000   |



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## **EXHIBIT F: DEVELOPMENT TEAM**

|                         |                                        |
|-------------------------|----------------------------------------|
| Sponsor:                | Springfield Housing Action Corporation |
| Development Consultant: | Development Specialists, Inc.          |
| Architect:              | Right Angle Architects LLP             |
| Contractor:             | Hammer and Nails Construction Corp.    |
| Attorney:               | Heisenberg and Planck, PC              |
| Management Agent:       | Peastone Properties, Inc.              |

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## **EXHIBIT G: LIST OF ENVIRONMENTAL REPORTS**

Environmental Site Assessment (Phase I) prepared by Superclean Environmental LLC, dated March 1, 2009

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## **EXHIBIT H: PENDING LITIGATION**

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## EXHIBIT I: FORM OF REQUISITION CERTIFICATE

To: The Commonwealth of Massachusetts acting by and through the Department of Housing and Community Development; The Commonwealth of Massachusetts acting by and through the Department of Housing and Community Development under the Affordable Housing Trust Fund Statute, M.G.L. c. 121D, by its administrator Massachusetts Housing Finance Agency; the Community Economic Development Assistance Corporation; and the City of Springfield, Massachusetts, acting by and through its Office of Housing and Neighborhood Development (the "Participating Lenders")

FROM: Franconia Apartments LLC (the "Borrower")

RE: 365 Annum Street, Springfield, MA ("Project")

DATE: As of \_\_\_\_\_, 20\_\_

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The undersigned has requested Advance No. \_\_\_\_ in the amount of \$\_\_\_\_\_, and does hereby certify to the Participating Lenders as set forth below. All terms used herein, but not defined herein, shall have the meanings set forth in the Loan Agreement, as hereinafter defined.

1. The Borrower has satisfied in full all conditions precedent and other requirements applicable to this advance as set forth in the Loan Agreement dated as of October 15, 2009 by and between the Borrower and The Commonwealth of Massachusetts acting by and through the Department of Housing and Community Development (the "Loan Agreement") on behalf of the Participating Lenders.
2. No changes have been made in any respect to the construction contract for the Project (the "Construction Contract") or the plans and specifications for the Project, except such as have had the Participating Lenders' prior approval, as may be required under the Loan Agreement, and the prior approval of the holder(s) of the Other Loans, as may be required under the documents relating to the Other Loans.
3. Construction of the Project has been and/or will be in every respect performed in accordance with the Construction Contract and the plans and specifications and any such approved changes and in compliance with all applicable building and zoning codes.
4. The proceeds of the Loan to be advanced hereunder, together with the aggregate outstanding balance, if any, of the Loan, the Other Loans and/or any other funds available for the Project, as set forth in the Project Sources and Uses, remaining to be advanced, will provide sufficient funds for the completion of the Project in accordance with the Construction Contract and the plans and specifications;
5. All monies requisitioned by the Borrower and disbursed by the Participating Lenders under previously approved requisitions (if any) have been expended for the purposes for which they were requisitioned.
6. The representations and warranties made in the Loan Agreement are true, correct and complete as of the date hereof with the same effect as if made on this date.

7. The undersigned represents and warrants that it is not in default of any of its obligations under any of the Loan Documents, the Construction Contract, any of the documents relating to the Other Loan, or any of the Borrower's other organizational documents or any other agreement or instrument in connection with the Project, and no event has occurred, which, with the giving of notice and/or the passing of time, or otherwise, would constitute a default under any one or more of the foregoing documents or other instruments.

BORROWER:

FRANCONIA APARTMENTS LLC

By: FRANCONIA APARTMENTS MM, INC., its Managing Member

By: \_\_\_\_\_

Elsie Borden

Its: President



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## EXHIBIT J: CONTRACTOR'S PARTIAL WAIVER AND SUBORDINATION OF LIEN

(To be submitted with each application for payment)

(M.G.L. c. 254, §32)

|                  |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                      |
|------------------|--------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
|                  | Application for Payment No. _____                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                    |
| OWNER:           | Franconia Apartments LLC                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                             |
| CONTRACTOR       | Hammer and Nails Construction Corp.                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                  |
| PROJECT ADDRESS  | 365 Annum Street, Springfield, Massachusetts                                                                                                                                                                                                                                                                                                                                                                                                                                                                                         |
| PROJECT          | Franconia Apartments                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                 |
| LENDER/MORTGAGEE | The Commonwealth of Massachusetts acting by and through the Department of Housing and Community Development; The Commonwealth of Massachusetts acting by and through the Department of Housing and Community Development under the Affordable Housing Trust Fund Statute, M.G.L. c. 121D, by its administrator Massachusetts Housing Finance Agency; the Community Economic Development Assistance Corporation; and the City of Springfield, Massachusetts, acting by and through its Office of Housing and Neighborhood Development |

|                                                          |            |
|----------------------------------------------------------|------------|
| 1. Original Contract Amount:                             | \$ _____   |
| 2. Approved Change Orders:                               | \$ _____   |
| 3. Adjusted Contract Amount (Line 1 <u>plus</u> Line 2): | \$ _____   |
| 4. Work Completed to Date:                               | \$ _____   |
| 5. Less Retainage:                                       | (\$ _____) |
| 6. Total Payable to Date (Line 4 <u>less</u> Line 5):    | \$ _____   |
| 7. Less Previous Payments:                               | (\$ _____) |
| 8. Current Amount Due (Line 6 <u>less</u> Line 7):       | \$ _____   |
| Pending Change Orders:                                   | \$ _____   |
| Disputed Claims:                                         | \$ _____   |

The undersigned Contractor, who has a contract with Owner for furnishing labor or materials, or both labor and materials, and/or rental equipment, appliances or tools for the erection, alteration, repair and/or removal of the building(s) and/or structure(s) or other improvement of real property known and identified as 365 Annum Street located in Springfield, Hampden County, Massachusetts and owned by Owner, upon receipt of \_\_\_\_\_ Dollars

(\$\_\_\_\_\_) in payment of an invoice/requisition/application for payment dated \_\_\_\_\_ and does hereby:

- (a) waive, release, discharge and relinquish any and all liens and claims or rights of lien on such real property for labor or materials, or both labor and materials, and/or rental equipment, appliances or tools, performed or furnished through the following date: \_\_\_\_\_ (the "payment period"), except for retainage, unpaid agreed or pending change orders, and disputed claims as stated above; and
- (b) subordinate any and all liens and claims or rights of lien to secure payment for such unpaid, agreed or pending change orders and disputed claims, and such further labor or materials, or both labor and materials, and/or rental equipment, appliances or tools, except for retainage, performed or furnished at any time through the twenty-fifth day after the end of the above payment period, to the extent of the amount actually advanced by the above lender/mortgagee through such twenty-fifth day

Signed under the penalties of perjury this \_\_\_\_\_ day of \_\_\_\_\_, 200\_\_.

HAMMER AND NAILS CONSTRUCTION CORP.:

By:

\_\_\_\_\_

Name:

Title:

Hereunto duly authorized

## COMMONWEALTH OF MASSACHUSETTS

\_\_\_\_\_ County, ss.

On this \_\_\_\_\_ day of \_\_\_\_\_, 200\_\_, before me, the undersigned notary public, personally appeared \_\_\_\_\_, the \_\_\_\_\_ of Hammer and Nails Construction Corp., proved to me through satisfactory evidence of identification, which was (a current driver's license) (a current U.S. passport) (my personal knowledge of the identity of the principal), to be the person whose name is signed on the preceding or attached document, and acknowledged to me that he/she signed it voluntarily, in such capacity, for its stated purpose.

\_\_\_\_\_

Notary Public

My commission expires:

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## CONTRACTOR'S CONDITIONAL WAIVER AND RELEASE UPON FINAL PAYMENT

(To be submitted with final application for payment)

(M.G.L. c. 254, §32)

|                  |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                      |
|------------------|--------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
|                  | Application for Payment No. _____                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                    |
| OWNER:           | Franconia Apartments LLC                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                             |
| CONTRACTOR       | Hammer and Nails Construction Corp.                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                  |
| PROJECT ADDRESS  | 365 Annum Street, Springfield, Massachusetts                                                                                                                                                                                                                                                                                                                                                                                                                                                                                         |
| PROJECT          | Franconia Apartments                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                 |
| LENDER/MORTGAGEE | The Commonwealth of Massachusetts acting by and through the Department of Housing and Community Development; The Commonwealth of Massachusetts acting by and through the Department of Housing and Community Development under the Affordable Housing Trust Fund Statute, M.G.L. c. 121D, by its administrator Massachusetts Housing Finance Agency; the Community Economic Development Assistance Corporation; and the City of Springfield, Massachusetts, acting by and through its Office of Housing and Neighborhood Development |

|                                                          |            |
|----------------------------------------------------------|------------|
| 1. Original Contract Amount:                             | \$ _____   |
| 2. Approved Change Orders:                               | \$ _____   |
| 3. Adjusted Contract Amount (Line 1 <u>plus</u> Line 2): | \$ _____   |
| 4. Work Completed to Date:                               | \$ _____   |
| 5. Less Retainage:                                       | (\$ _____) |
| 6. Total Payable to Date (Line 4 <u>less</u> Line 5):    | \$ _____   |
| 7. Less Previous Payments:                               | (\$ _____) |
| 8. Current Amount Due (Line 6 <u>less</u> Line 7):       | \$ _____   |
| Pending Change Orders:                                   | \$ _____   |
| Disputed Claims:                                         | \$ _____   |

The undersigned Contractor, who has a contract with Owner for furnishing labor or materials, or both labor and materials, and/or rental equipment, appliances or tools for the erection, alteration, repair and/or removal of the building(s) and/or structure(s) or other improvement of real property known and identified as 365 Annum Street located in Springfield, Hampden County, Massachusetts and owned by Owner, upon receipt of \_\_\_\_\_ Dollars

(\$\_\_\_\_\_) in payment of an invoice/requisition/application for payment dated \_\_\_\_\_ and does hereby:

(a) Waive, release, discharge and relinquish any and all liens and claims of rights of lien on such real property for labor or materials, or both labor and materials, and/or rental equipment, appliances or tools, performed or furnished through the following date: \_\_\_\_\_ (the "payment period"), except for disputed claims as stated above; and

(b) subordinate any and all liens and claims or rights of lien to secure payment for such disputed claims, and such further labor or materials, or both labor and materials, and/or rental equipment, appliances or tools, performed or furnished at any time through the twenty-fifth day after the end of the above payment period, to the extent of the amount actually advanced by the above lender/mortgagee through such twenty-fifth day.

Signed under the penalties of perjury this \_\_\_\_\_ day of \_\_\_\_\_, 200\_\_.

HAMMER AND NAILS CONSTRUCTION CORP.:

By:

\_\_\_\_\_

Name:

Title:

Hereunto duly authorized

## COMMONWEALTH OF MASSACHUSETTS

\_\_\_\_\_ County, ss.

On this \_\_\_\_\_ day of \_\_\_\_\_, 200\_\_, before me, the undersigned notary public, personally appeared \_\_\_\_\_, the \_\_\_\_\_ of Hammer and Nails Construction Corp., proved to me through satisfactory evidence of identification, which was (a current driver's license) (a current U.S. passport) (my personal knowledge of the identity of the principal), to be the person whose name is signed on the preceding or attached document, and acknowledged to me that he/she signed it voluntarily, in such capacity, for its stated purpose.

\_\_\_\_\_

Notary Public

My commission expires:

---

**PARTIAL LIEN WAIVER – SUBCONTRACTOR OR SUPPLIER  
WHO DOES NOT HAVE A DIRECT CONTRACT WITH THE OWNER**

(To be submitted with each application for payment)

Application for Payment No. \_\_\_\_\_

OWNER: Franconia Apartments LLC

CONTRACTOR Hammer and Nails Construction Corp.

PROJECT ADDRESS 365 Annum Street, Springfield, Massachusetts

PROJECT Franconia Apartments

SUBCONTRACTOR AND/OR

SUPPLIER:

1. Original Contract Amount: \$ \_\_\_\_\_

2. Approved Change Orders: \$ \_\_\_\_\_

3. Adjusted Contract Amount (Line 1 plus Line 2): \$ \_\_\_\_\_

4. Work Completed to Date: \$ \_\_\_\_\_

5. Less Retainage: (\$ \_\_\_\_\_)

6. Total Payable to Date (Line 4 less Line 5): \$ \_\_\_\_\_

7. Less Previous Payments: (\$ \_\_\_\_\_)

8. Current Amount Due (Line 6 less Line 7): \$ \_\_\_\_\_

Pending Change Orders: \$ \_\_\_\_\_

Disputed Claims: \$ \_\_\_\_\_

In consideration of all past payments received from the Contractor and/or the Owner in connection with the Project, the undersigned acknowledges and agrees that it has been paid all sums shown above as previously paid for labor, materials and/or rental equipment, appliances or tools for the erection, alteration, repair and/or removal of the building(s) and/or structure(s) or other improvement of real property known and identified as 365 Annum Street located in Springfield, Hampden County, Massachusetts and owned by Owner, furnished by the undersigned to or in connection with the Project and the undersigned hereby releases, discharges, relinquishes and waives any and all liens, claims or rights of lien under the statutes of the Commonwealth of Massachusetts with respect to the Owner, the Project and/or against the Owner on account of any labor, materials and/or rental equipment, appliances or tools previously furnished and paid for as shown above.

The undersigned individual represents and warrants that he/she is the duly authorized representative of the Subcontractor/Supplier, empowered and authorized to execute and deliver



this document on behalf of the Subcontractor/Supplier and that this document shall be binding upon the undersigned.

Signed under the penalties of perjury as of this \_\_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_.

SUBCONTRACTOR:

By:

\_\_\_\_\_

Name:

Title:

Hereunto duly authorized

Submitted with General Contractor's Application for Payment No. \_\_\_\_\_

**CONDITIONAL WAIVER AND RELEASE UPON FINAL PAYMENT  
SUBCONTRACTOR/SUPPLIER WHO DOES NOT HAVE A DIRECT CONTRACT  
WITH THE OWNER**

(To be submitted with Contractor's Final Application for Payment)

OWNER: Franconia Apartments LLC

CONTRACTOR Hammer and Nails Construction Corp.

PROJECT ADDRESS 365 Annum Street, Springfield, Massachusetts

PROJECT Franconia Apartments

**SUBCONTRACTOR AND/OR SUPPLIER**

1. Original Contract Amount: \$ \_\_\_\_\_

2. Approved Change Orders: \$ \_\_\_\_\_

3. Adjusted Contract Amount (Line 1 plus Line 2): \$ \_\_\_\_\_

4. Work Completed to Date: \$ \_\_\_\_\_

5. Less Retainage: (\$ \_\_\_\_\_)

6. Total Payable to Date (Line 4 less Line 5): \$ \_\_\_\_\_

7. Less Previous Payments: (\$ \_\_\_\_\_)

8. Current Amount Due (Line 6 less Line 7): \$ \_\_\_\_\_

Pending Change Orders: \$ \_\_\_\_\_

Disputed Claims: \$ \_\_\_\_\_

Disputed Claims: \$ \_\_\_\_\_ In consideration of all past payments received from the Contractor and/or the Owner in connection with the Project, the undersigned acknowledges and agrees that, except for the Final Payment Amount (as set forth above), it has received full payment of all amounts due, including all amounts due under its Subcontract, for labor, materials and/or rental equipment, appliances or tools for the erection, alteration, repair and/or removal of the building(s) and/or structure(s) or other improvement of real property known and identified as 365 Annum Street located in Springfield, Hampden County, Massachusetts and owned by Owner, furnished by the undersigned to or in connection with the Project. The undersigned further acknowledges and agrees that upon receipt of a check in the Final Payment Amount and payment of such check by the bank upon which it is drawn, the undersigned will release, discharge, relinquish and waive any and all liens, claims and rights of lien under the statutes of the Commonwealth of Massachusetts with respect to the Owner, the Project and/or against the Owner on account of any labor, materials and/or rental equipment, appliances or tools furnished in connection with the Project.

The undersigned individual represents and warrants that he/she is the duly authorized representative of the undersigned, empowered and authorized to execute and deliver this document on behalf of the undersigned and that this document shall be binding upon the undersigned.

Signed under the penalties of perjury as of this \_\_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_.

SUBCONTRACTOR:

By:

\_\_\_\_\_

Name:

Title:

Hereunto duly authorized

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## **EXHIBIT K: DEFINITIONS OF PROGRAMS, STATUTES, REGULATIONS AND GUIDELINES**

Following are definitions of the programs, statutes, regulations and guidelines referred to in this Loan Agreement:

"AHT Guidelines" shall mean the guidelines issued by DHCD regarding the AHT Program, as the same may be amended, supplemented, replaced or otherwise modified from time to time.

"AHT Program" shall mean the Affordable Housing Trust Fund loan program established under the AHT Statute under which AHT makes loans available to sponsors of certain types of affordable housing.

"AHT Statute" shall mean the Massachusetts Affordable Trust Fund Statute, M.G.L. c.121D, as the same may be amended, supplemented, replaced or otherwise modified from time to time.

"CBH Community-Based Housing" shall mean housing reserved for PCEs that is: (a) integrated housing (a non-institutional Residential Housing Development (as defined in the CBH Regulations), or housing units therein, either on a single site or multiple sites, in which no more than one-third of the housing units are reserved for PCEs and which complies with any additional requirements specified in the CBH Guidelines as approved by DHCD); or (b) any other non-institutional Residential Housing Development, or one or more housing units therein, that is reserved for PCEs, as approved by DHCD.

"CBH Guidelines" shall mean the guidelines issued by DHCD regarding the CBH Program, as the same may be amended, supplemented, replaced or otherwise modified from time to time.

"CBH Regulations" shall mean the regulations relating to the CBH Program promulgated by DHCD at 760 Code of Massachusetts Regulations, Section 60.00 et. seq., as the same may be amended, supplemented, replaced or otherwise modified from time to time.

"CBH Program" shall mean the Community-Based Housing Fund Program, established for the purpose of facilitating the creation of community-based housing, under which DHCD contracts to make funds available through CEDAC and other financial intermediaries, for such financial intermediaries to loan to sponsors of community-based housing for PCEs who are not eligible for housing developed pursuant to the FCF Program, subject to and in accordance with the provisions of the CBH Statute.

"CBH Statute" shall mean Chapter 290 of the Acts of 2004 (budget line item 4000-8201), as the same may be amended, supplemented, replaced or otherwise modified from time to time.

"HIF Guidelines" shall mean the guidelines issued by DHCD regarding the HIF Program, as the same may be amended, supplemented, replaced or otherwise modified from time to time.

"HIF Program" shall mean the fourth phase of the Housing Innovations Fund loan program, established under the HIF Statute for the purpose of facilitating the creation and retention of alternative forms of housing, under which DHCD contracts to make funds available through CEDAC and other financial intermediaries, for such financial intermediaries to loan to sponsors of

Alternative Forms of Housing for Low Income Families, subject to and in accordance with the provisions of the HIF Statute.

"HIF Regulations" shall mean the regulations relating to the HIF Program promulgated by DHCD at 760 Code of Massachusetts Regulations, Section 23.00 et seq., as the same may be amended, supplemented, replaced or otherwise modified from time to time.

"HIF Statute" shall mean Section 5 of Chapter 244 of the Acts of 2002 (budget line item 7004-7013), as continued by Chapter 290 of the Acts of 2004 (budget line item 7004-7013), as the same may be amended, supplemented, replaced or otherwise modified from time to time.

"HOME Guidelines" shall mean the guidelines issued by DHCD regarding the HOME Program, as the same may be amended, supplemented, replaced or otherwise modified from time to time.

"HOME Program" shall mean the federal HOME Investment Partnerships Program under which DHCD and the City make loans available to sponsors of certain types of affordable housing.

"HOME Regulations" shall mean 24 CFR Part 92.

"PCE or Person Certified Eligible" shall mean a Moderate Income Family with disabilities who is institutionalized or at risk of being institutionalized, but who is not eligible for housing developed pursuant to the so-called FCF program, authorized by Chapter 290 of the Acts of 2004 (budget line item 4000-8201) as amended from time to time, and who has been certified as an eligible PCE by the Massachusetts Rehabilitation Commission or any other agency of EOHHS in accordance with the procedure described in the CBH Guidelines.

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## EXHIBIT L: SECTION 3 ADDENDUM

The Recipient shall require all contractors and/or subcontractors on Section 3 Covered Projects to agree in writing to the following provisions:

- A. The work to be performed under this contract is subject to the requirements of Section 3 of the Housing and Urban Development Act of 1968, as amended, 12 U.S.C. 1701u (Section 3). The purpose of Section 3 is to ensure that employment and other economic opportunities generated by the United States Department of Housing and Urban Development ("HUD") assistance or HUD-assisted projects covered by Section 3, shall to the greatest extent feasible, be directed to low- and very low-income persons, particularly persons who are recipients of HUD assistance for housing.
- B. The parties to this contract agree to comply with HUD's regulations located at 24 CFR part 135, which implement Section 3. As evidence by the execution of this contract, the parties to this contract certify that they are under no contractual or other impediment that would prevent them from complying with the part 135 regulations.
- C. The contractor agrees to send to each labor organization or representative of workers with which the contractor has a collective bargaining agreement or other understanding, if any, a notice advising the labor organization or workers' representative of the contractor's commitment under this Section 3 clause and will post copies of the notice in conspicuous places at the work site where both employees and applicants for training and employment positions can see the notice. The notice shall describe the Section 3 preference, shall set forth minimum number and job titles subject to hire, availability of apprenticeship and training positions, the qualifications for each, the name and location of the person(s) taking applications for each of the positions and the anticipated date the work shall begin.
- D. The contractor agrees to include this Section 3 clause in every subcontract subject to compliance with regulations in 24 CFR part 135 and agrees to take appropriate action, as provided in an applicable provision of the subcontract or in this Section 3 clause, upon a finding that the subcontractor is in violation of the regulations in 24 CFR part 135. The contractor will not subcontract with any subcontractor where the contractor has notice or knowledge that the subcontractor has been found in violation of the regulations in 24 CFR part 135.
- E. The contractor will certify that any vacant employment positions, including training positions, that are filled (i) after the contractor is selected, but before the contract is executed and (ii) with persons other than those to whom the regulations of 24 CFR part 135 require employment opportunities to be directed, were not filled to circumvent the contractor's obligations under 24 CFR part 135.
- F. Noncompliance with HUD's regulations in 24 CFR part 135 may result in sanctions, termination of this contract for default and debarment or suspension from future HUD-assisted contracts.



**Select Board  
2022 Committee Appointments Timeline  
As of 2/9/2022**

**April 6** – Select Board review list of openings.

**April 12** – Notify members of committees whose terms are expiring.

**April 21 and 28; May 5 and 12** – Advertise committee openings in newspaper and on Town's website; put on Select Board agenda as announcement starting mid-April.

**May 20 at 12:00 PM** – Deadline for submitting applications for committee openings that will be reviewed on June 1 to Town Administration office. This includes applications for:

- Agricultural Commission;
- Airport Commission;
- Board of Health;
- Cannabis Advisory Committee;
- Capital Program Committee;
- Cemetery Commission;
- Coastal Resiliency Advisory Committee;
- Conservation Commission;
- Contract Review Committee, Human Services;
- Council for Human Services;
- Council on Aging;
- Cultural Council;
- Finance Committee.

**Commented [EM1]:** If SB decides to extend terms beyond 6/30/2022

**Commented [EM2]:** If SB decides to extend terms beyond 6/30/2022

**May 25** – The names of applicants who have submitted applications will be read aloud and applications will be included in the Board's packet.

**June 1** – Meeting for above listed committee applicants to introduce themselves and review their applications.

**May 27 at 12:00 PM** – Deadline for submitting applications for committee openings that will be heard June 9 to Town Administration office. This includes applications for:

- Historic District Commission Associate;
- Nantucket Affordable Housing Trust;
- Nantucket Historical Commission;
- Nantucket Historical Commission Alternate;
- Planning Board Alternate;
- Real Estate Assessment Committee;
- Roads and Right-of-Way Committee;
- Scholarship Committee;
- Tree Advisory Committee;
- Zoning Board of Appeals; and
- Zoning Board of Appeals Alternate.

**June 1** – The names of applicants who have submitted applications will be read aloud and applications will be included in the Board’s packet.

**June 8** – Meeting for above listed committee applicants to introduce themselves and review their applications.

**June 22** – Committee appointments.

DRAFT

# TOWN OF NANTUCKET NATURAL RESOURCES DEPARTMENT

VINCE MURPHY, COASTAL RESILIENCE COORDINATOR  
131 PLEASANT STREET  
NANTUCKET, MA 02554

VMURPHY@NANTUCKET-MA.GOV  
508-228-7230  
3/24/2022



## **Memo of behalf of Coastal Resilience Advisory Committee - initial discussion on its future.**

On March 22, the Coastal Resilience Advisory Committee (CRAC) met and discussed the topic of its future. There were two key elements to the discussion.

### **1. Request for CRAC to become permanent**

Below is a draft recommendation that is planned to be on the CRAC agenda for April 5. As this information is needed, please accept this as a working draft, based on the consensus on March 22. There was no vote, just consensus.

"The Coastal Resilience Advisory Committee requests permanent establishment for the purposes of continuing its work, summarized here from the Committee's purpose statement: to recommend the priority of the recommendations from the Coastal Resilience Plan; to assist with coordination of coastal resilience planning, regulations, and projects; to facilitate community engagement; and to monitor climate change data, sea level rise projections, and other communities' coastal resilience efforts. At the Select Board's discretion, the terms of the At-Large members of the Committee may be staggered for re-appointment."

### **2. Add other groups to the CRAC**

This is not a conversation that has concluded. There are few suggestions for land owning organization and other Town committees to send a representative each. The purpose is to increase involvement from those organizations who might be best suited to assist with implementation of the Coastal Resilience Plan.

Point 1 will be the subject of a CRAC meeting on April 5, and the Committee or the staff liaison may be able to offer more information before the Select Board meeting on April 6. If there are any further question, please contact me and I will provide what answers I can or seek answers from the CRAC.

Vince Murphy,

Coastal Resilience Coordinator & staff liaison to the Coastal Resilience Advisory Committee



## Agenda Item Summary

|               |          |
|---------------|----------|
| Agenda Item # | X. 3.    |
| Date          | 4/6/2022 |

### Staff

Coastal Resilience Coordinator (project lead)

### Subject

*“Water is Coming”*: Coastal Resiliency Plan Incremental Strategy

### Executive Summary

On March 7-8, 2022, various [Coastal Resilience Plan](#) stakeholders participated in full-day “Design-Thinking” workshops facilitated by [Arcadis](#), the Town’s contracted coastal resilience plan partner. The overall theme of the workshop is *“Water is Coming”* to highlight the inevitability of the Town having to address sea level rise, flooding, infrastructure and other resilience-related matters.

The design-thinking process is an innovative, problem-solving approach that immerses diverse stakeholders into a complex problem such as island-wide coastal resilience and provides tools to discover pathways to successfully address the matter(s) by consensus-building around Strengths, Opportunities, Aspirations, and Results (SOAR).

The SOAR analysis from the design-thinking sessions have been compiled by Arcadis for review by the Select Board. The workgroup seeks support and endorsement from the Select Board of the SOAR and the incremental approach to tackling coastal resilience outlined.

### Staff Recommendation

Endorse the incremental strategy of the Design-Think workshop

### Background/Discussion

At the [12/1/21 Select Board meeting](#), the Coastal Resilience Coordinator and Arcadis presented the [Nantucket Coastal Resilience Plan](#) (CRP) compiled by Arcadis under the guidance of the [Coastal Resilience Advisory Committee](#) (CRAC) as part of the Town’s [coastal resilience program](#).

At its [1/12/2022 meeting](#), the Select Board endorsed the CRP.

Due to the magnitude and complexity of the CRP, Arcadis convened a 2-day “Design-Thinking” workshop with key stakeholders on 3/7/22 and 3/8/22. Over the two days, there were some 33 attendees each day. Please refer to the “Coastal Resilience” section of the [Town Manager’s March Newsletter](#) for more detailed information regarding stakeholder participation and more background on the design-thinking workshop goals. This was a

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substantial time commitment and a valuable exercise for staff and board, committee and commission representatives.

The participants were split into 2 groups. Through facilitated exercises both groups worked diligently to identify potential strengths, opportunities, aspirations and results of the CRP and the Town's and other stakeholders' abilities to address them.

**Key Themes Emerging from the SOAR Analysis include:**

- The Town and its partners will need focused staff and resources to properly address the critical CRP recommendations
- Prioritizing CRP projects may require other Town efforts to be deferred due to funding and staffing levels
- Integrate CRP projects into other planning efforts, including the comprehensive plan and the capital improvement plan
- Streamline and consolidate the process of securing and allocating necessary funds for plan implementation
- Share resources and funds across Town stakeholders to realize mutually-beneficial goals
- Develop an environmental and climate change-related advertising plan to market the CRP and the work of the Town
- Integrate environmental, financial, infrastructure, planning and human capital issues into one message to express the need
- Balance private money vs. public interest to ensure equitable implementation of the plan
- Enable grants delegation without Town Meeting vote
- Create a detailed database of funding tied to all Town projects to match projects with potential funding sources
- Act as cohesive group on the implementation of the CRP and other plans
- Develop a list of Bid Idea(s) and/or Donor(s)
- Success metric: Accomplish 2035 goals of CRP

At the conclusion of the 2-day design-thinking session, the participants reviewed everything discussed and learned and realized the solely receiving state or federal grants to fund CRP efforts is not the answer; staff, additional resources, and dedicated focus are needed in addition to funding. This resulted in a brief list of short-term immediate impact "**Just Do It**" outcomes that can be accomplished within the next 2 years with existing staff and funding but are part of larger projects identified in the CRP:

- **Coastal Resilience and Sustainability Interdepartmental Working Group** (CRP recommendation #1-5) create and start meeting with consistent meeting times and intervals -- *Champion: Town Manager to set up and get going with assistance from Coastal Resilience Coordinator*
- **Joint Staff Review of Development Proposals** (CRP recommendation #1-6) incorporate as a standing agenda item to the Working Group meetings -- *Champion: Town Manager to set up and get going with assistance from Coastal Resilience Coordinator*

- 
- Move forward the **Sustainability Branding Campaign** -- *Champion: Public Outreach Coordinator*
  - **Quick Projects** to implement that are initial phases of larger multi-phase projects identified in the CRP that will take several years to fund, permit and complete:
    - o **Washington & Francis** (Phase 1: Intersection Widening and Drainage Improvement Project) can be aligned with goals for Downtown Neighborhood Flood Barrier Strategy (CRP recommendation #2-2) -- *Champion: DPW Director with Strategic Projects Manager*
    - o **Polpis Road & Sesachacha Pond** (Phase 1: Fix Retaining Wall) can be aligned with goals for Polpis Road Raising, Culvert Expansion, and Wave Attenuation at Sesachacha Pond (CRP recommendation #4-2) -- *Champion: DPW Director with NRD Director & Coastal Resilience Coordinator & Strategic Projects Manager*
    - o **Ames Avenue & Madaket Road** (Phase 1: Expanded Dune Restoration Plantings and Intersection Improvement) can be aligned with goals for Ames Avenue Bridge Resilience and Madaket Erosion Management Pilot and Ames Avenue Bridge Protection (CRP recommendations #3-2 and 3-4) -- *Champion: Coastal Resilience Coordinator*

Water is Coming but the Town is preparing itself.

|                              |   |        |   |           |   |       |   |
|------------------------------|---|--------|---|-----------|---|-------|---|
| <b>Impact:</b> Environmental | x | Fiscal | x | Community | c | Other | x |
|------------------------------|---|--------|---|-----------|---|-------|---|

Other: Cultural and Historic Preservation Impacts

|                                        |
|----------------------------------------|
| <b>Board/Commission Recommendation</b> |
|----------------------------------------|

N/A

|                        |
|------------------------|
| <b>Public Outreach</b> |
|------------------------|

N/A

|                    |
|--------------------|
| <b>Attachments</b> |
|--------------------|

[Nantucket Coastal Resilience Plan](#); Arcadis Design Thinking SWAY Presentation (3/30/22); Arcadis PowerPoint to Select Board (4/6/22)



# Arcadis Design Thinking SWAY Presentation

Nantucket Design  
Thinking - March  
2022 (office.com)



A scenic view of a sandy beach with coastal vegetation in the foreground and ocean waves in the background. The sky is overcast.

# *Nantucket Design Thinking*

March 7-8, 2022

Nantucket, MA



# Meeting Specifics

## Participants

Libby Gibson, Gregg Tivnan, Chuck Larson, Vincent Murphy, Dawn Hill Holdgate, Kristie Ferrantella, Matt Fee, Ken Beaugrand, Planning Board Revolving Participant (including John Trudell), HDC Revolving Participant (Abby Camp and Ray Pohl), Ashley Erisman, Stephen Arceneaux, Neil Paterson, Peter Brace, Holly Backus, Mark Willett, Andy Lowell, Jennifer Karberg, Joanna Roche, Jeff Carlson, Esmerelda Martinez, Ian Golding, Andrew Vorce, Rick Sears, Rachael Freeman, David Gray, Noah Karberg

## Facilitators and Subject Matter Experts (Arcadis)

Trevor Johnson, Kate Edwards, Ertan Akbas, Joe Marrone, Tanya McCoy-Caretti, and Jennifer Kelly Lachmayr

**Important Link:** [Coastal Resilience Plan](#)



# What can you do to support implementation of the CRP?

| If you are....                                                    | What you need to know                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                     | What you can do next                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                         |
|-------------------------------------------------------------------|-----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| <b>A resident, business owner, or property owner on Nantucket</b> | <p>Nantucket's coastal resilience depends on you and the actions you take to make your home, business, and property safe</p> <p>The CRP recommends a variety of projects that may affect the places you care about so review the plan and stay involved in the process of refining and implementing resilience projects</p>                                                                                                                                                                                                                               | <p>Know your risk today and in the future</p> <p>Purchase and maintain flood insurance and prepare when a storm is forecast</p> <p>Protect your property by implementing best practices for property resilience outlined in Section 7 of the CRP</p> <p>Join the conversation by attending meetings of the Coastal Resilience Advisory Committee and participate in local decision-making processes, like Town Meeting</p> <p>Share the CRP with your friends, family, and neighbor</p>                                                                                                      |
| <b>A visitor to Nantucket</b>                                     | <p>Learn about the island, its history, and the threats that climate change poses to Nantucket</p> <p>The CRP recommends a variety of projects that may affect the places you care about so review the plan and stay involved in the process of refining and implementing resilience projects</p>                                                                                                                                                                                                                                                         | <p>Stay informed about coastal risks on Nantucket and plan trips to avoid storms that may impact the island</p> <p>Join the conversation by attending meetings of the Coastal Resilience Advisory Committee</p> <p>Share the CRP with your friends and family</p>                                                                                                                                                                                                                                                                                                                            |
| <b>A member of a Conservation or Advocacy Organization</b>        | <p>The CRP recommends a variety of projects that will require partnership and coordination with adjacent property owners, including conservation organizations and the Land Bank</p> <p>Implementation of the CRP provides an opportunity to realize projects with many potential co-benefits including new public access to waterways and ecological restoration</p> <p>Effective implementation of the CRP will require ongoing conversations with the public</p>                                                                                       | <p>Carefully review the CRP and stay informed about and involved in the implementation process by speaking to Town Staff and members of the Coastal Resilience Advisory Committee</p> <p>Work with the Town to identify strategic partnership opportunities to realize projects that accomplish shared goals</p> <p>Help raise public awareness of coastal risks and the recommendations of the CRP through your networks</p>                                                                                                                                                                |
| <b>A member of a Town Committee, Commission, or Board</b>         | <p>The CRP recommends a variety of projects that will require ongoing input and oversight by Town Committees, Commissions, and Boards</p> <p>Town Committees, Commissions, and Boards will need to help lead the implementation of the CRP, working in partnership with the Coastal Resilience Advisory Committee and Town staff</p> <p>Many recommended projects will require ongoing community conversations prior to implementation and Public Meetings convened by Town Committees, Commissions, and Boards offer a venue for these conversations</p> | <p>Carefully review the CRP and stay informed about and involved in the implementation process</p> <p>Speak to Town Staff and members of the Coastal Resilience Advisory Committee to learn more about how you can help</p> <p>Use Public Meetings and other methods to increase public awareness of coastal risks on Nantucket and the recommendations of the CRP</p> <p>Assist with advocating for implementation of priority projects</p> <p>Assist with finding, developing, and overseeing funding opportunities from State, Federal and private sources for project implementation</p> |
| <b>A member of the Town staff</b>                                 | <p>The CRP recommends a variety of projects that affect Town-owned/managed property, infrastructure, and services across Nantucket</p> <p>Town staff will need to help lead the implementation of the projects recommended by the CRP</p> <p>Effective implementation of the CRP will require active coordination and involvement of staff across Town departments and functions</p>                                                                                                                                                                      | <p>Carefully review the CRP and stay informed about and involved in the implementation process</p> <p>Speak to Town Staff in the Natural Resources Department to learn more about the CRP and how your department can be involved</p> <p>Share the CRP with your colleagues and partners</p> <p>Lead in advocating for implementation of priority projects</p> <p>Lead in finding, developing, and overseeing funding opportunities from State, Federal and private sources for project implementation</p>                                                                                   |



# What's Included in this Summary...

The purpose of this site is to describe the activities and outcomes of the Nantucket Design Thinking Workshop held March 7th and 8th, 2022. This collaborative workshop identified and developed the critical success factors for maximizing the value and impact of large capital projects identified through the Nantucket Coastal Resilience Plane (CRP).

- Framing the **initial opportunity statement**
- Identifying the **strengths, opportunities, aspirations, and results**
- Conducting an **empathy map of Vince and Libby** to gain a deeper insight into what Libby and Vince hear, think, say, feel and do.
- Revising the opportunity **statement** based on the opportunities
- Mapping the **journey** of the core stakeholders through the current process (ERA - This should be removed...)
- Identifying **opportunities for improvement**
- Collaborating on **ideas** to address these opportunities



- They are balancing many competing priorities and requests
- They are hearing from many stakeholders who have differing views on what should happen, even they agree action is needed
- They are working with limited time, money, and resources
- They are working to listen to, engage, and education the Nantucket community
- They want and need additional support and assistance





# Design Thinking Is...

... an innovative, problem-solving approach that puts the human at the front and center of a problem, exploring their needs and challenges.



Design Sprints are a six stepped-approach to idea development. These steps help ensure that prototypes and processes are built on an understanding of the context and experience of the end user. The first step is to identify the challenge to be addressed.



# The Initial Opportunity Statement

The initial opportunity statements were developed during a pre-workshop discussion with Nantucket leadership to provide the participant groups with a starting point. From there, the opportunity statements were refined and revised over the course of the workshop.



- **Opportunity Statement 1:** How might we **build consensus** with those who live, work and play on Nantucket regarding the **highest priority Coastal Resilience Plan projects** for near-term implementation given the realities of limited resources, constrained funding, regulations, legal considerations, and stakeholder perspectives?
- **Opportunity Statement 2:** How might we build best the **capacity** and **resources** of Town leadership to **successfully implement the Coastal Resilience Plan** while balancing many other needs and demands for the island?



# Identifying Strengths, Opportunities, Aspirations, and Results (SOAR)

- Participants engaged in the SOAR (Strengths, Opportunities, Aspirations, and Results) analysis and voted on the range ideas from all participants to identify key themes.
- A **SOAR Analysis** is a strategic planning technique which helps organizations focus on their current strengths and opportunities, and create a vision of future aspirations and the results they will bring.





# Key Themes Emerging from the SOAR Analysis

- Integrate CRP projects into other planning efforts, including the comprehensive plan and the capital improvement plan
- Streamline and consolidate the process of securing and allocating necessary funds for plan implementation
- Share resources and funds across Town stakeholders to realize mutually-beneficial goals
- Develop an environmental and climate change-related advertising plan to market the CRP and the work of the Town
- Integrate environmental, financial, infrastructure, planning and human capital issues into one message to express the need
- Balance private money vs. public interest to ensure equitable implementation of the plan
- Enable grants delegation without Town Meeting vote
- Create detailed database of funding tied to all Town projects to match projects with potential funding sources
- Act as cohesive group on the implementation of the CRP and other plans
- Develop a list of Bid Idea(s) and/or Donor(s)
- Success metric: Accomplish 2035 goals of CRP



# Revising the Opportunity Statement

Participants revised the opportunity statement to reflect the opportunities discovered in the SOAR Analysis.



- **Revised Group 1 Opportunity Statement:** How might we **build consensus to secure sustainable resources to pay for implementation of the highest priority CRP project for those who live, work, and play on the Island.**
- **Revised Group 2 Opportunity Statement:** How might we best **communicate the value** delivered to our customers and community for generations to come?





Participants gathered with **open minds to produce as many ideas** as they could to address the Opportunity Statement

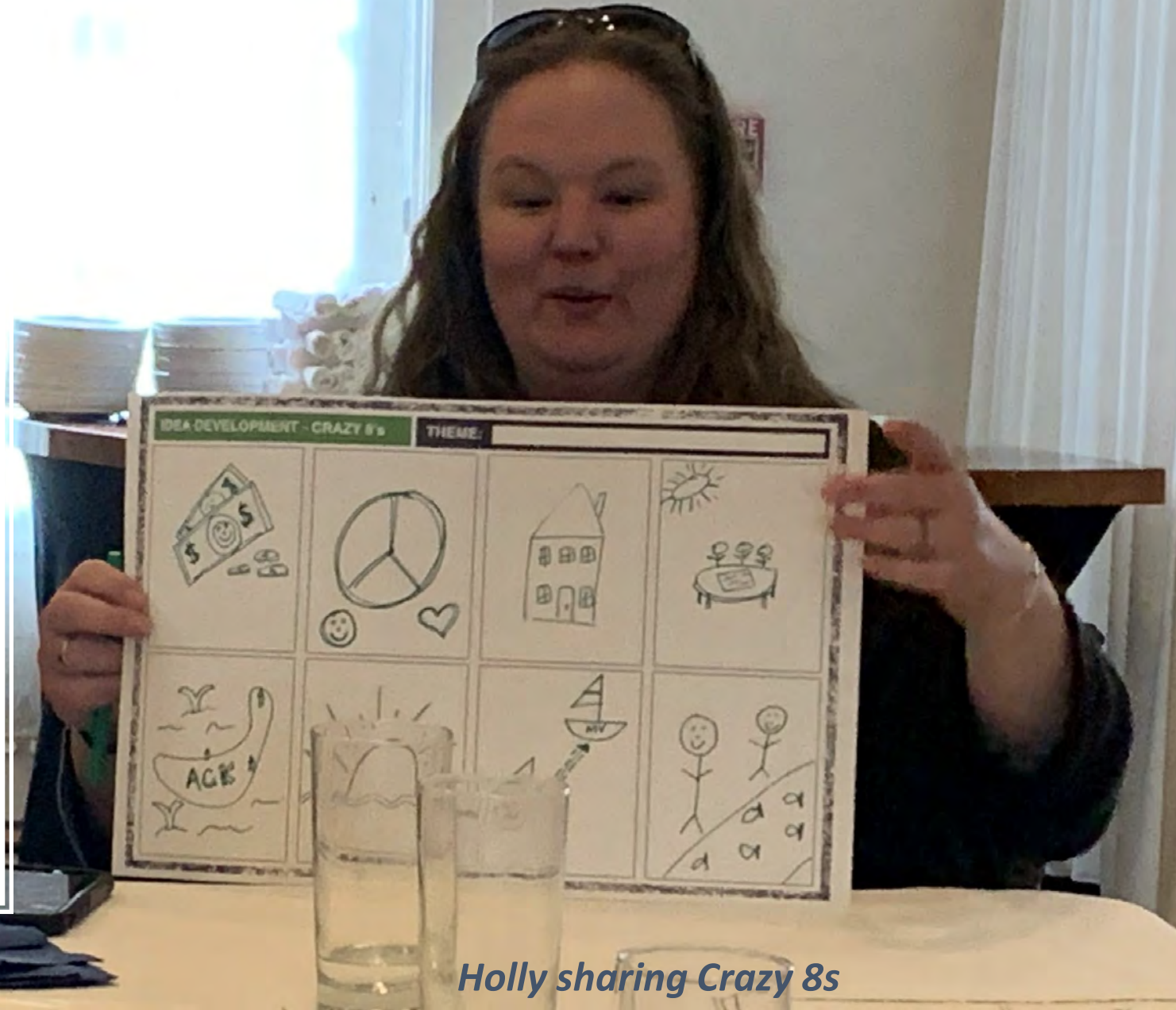


# How Might We / Opportunity Statements

To address the revised How Might We / Opportunity statements, participants developed ideas using the Crazy 8's exercise. Participants had eight minutes to develop at least eight ideas. After sharing their eight ideas, participants used the Thoughtful Three's exercise to expand and refine their ideas.

## Group 1 Themes

- Outreach, Education, and Public Relations
- Fees / Funding
- Pick a Project +



*Holly sharing Crazy 8s*





# How Might We / Opportunity Statements

## Group 2 Themes

- Community Outreach and Engagement
- Funding Strategy
- Development of a Program Management System



Participants developing Crazy 8s



## Outreach/Education/DD

Ebooks/Electronics

The **strategy roadmap** is used to **visualize activities** to be completed within a given time frame. This roadmap will be **used to drive conversations** and **guide prioritization of work**, resources, and tracking dependencies.



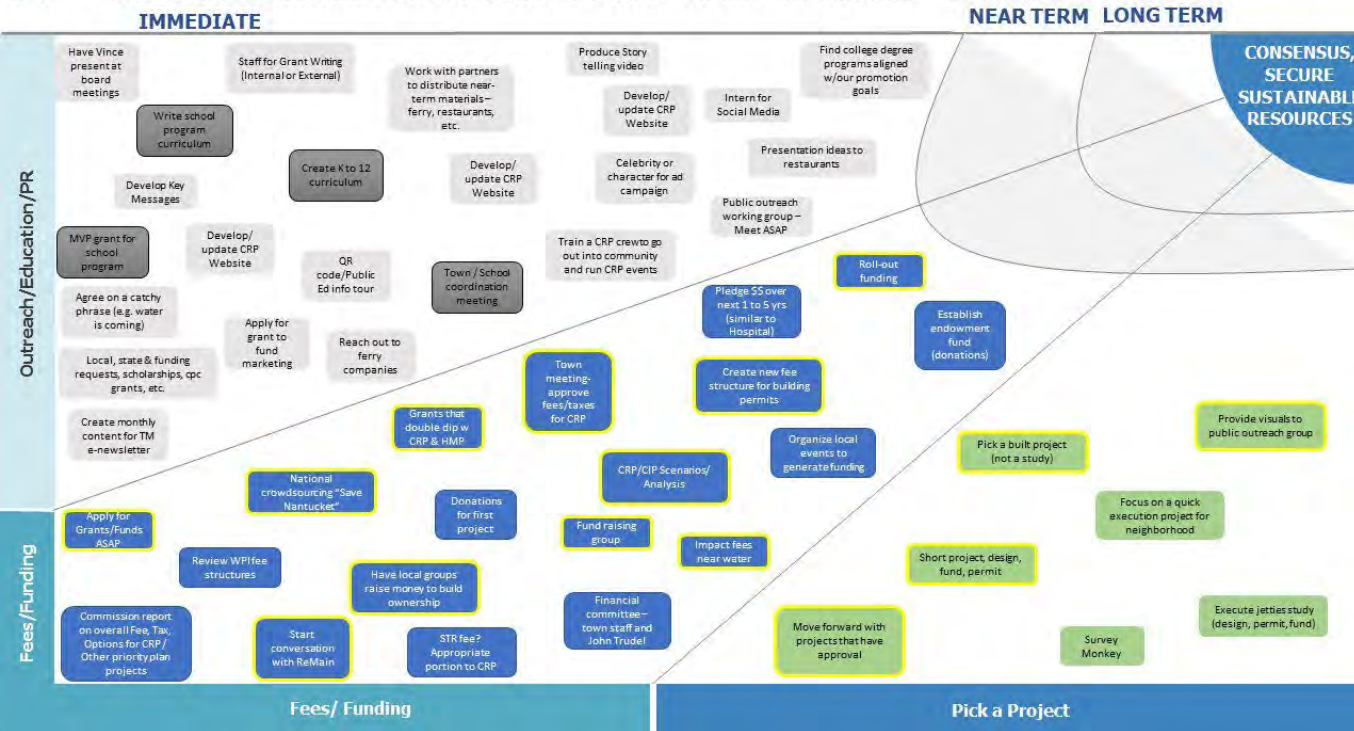
## Pick a Project

## Pick a Project



# Group 1 - Near

## CRP – HMW build consensus to secure sustainable resources – Group 1



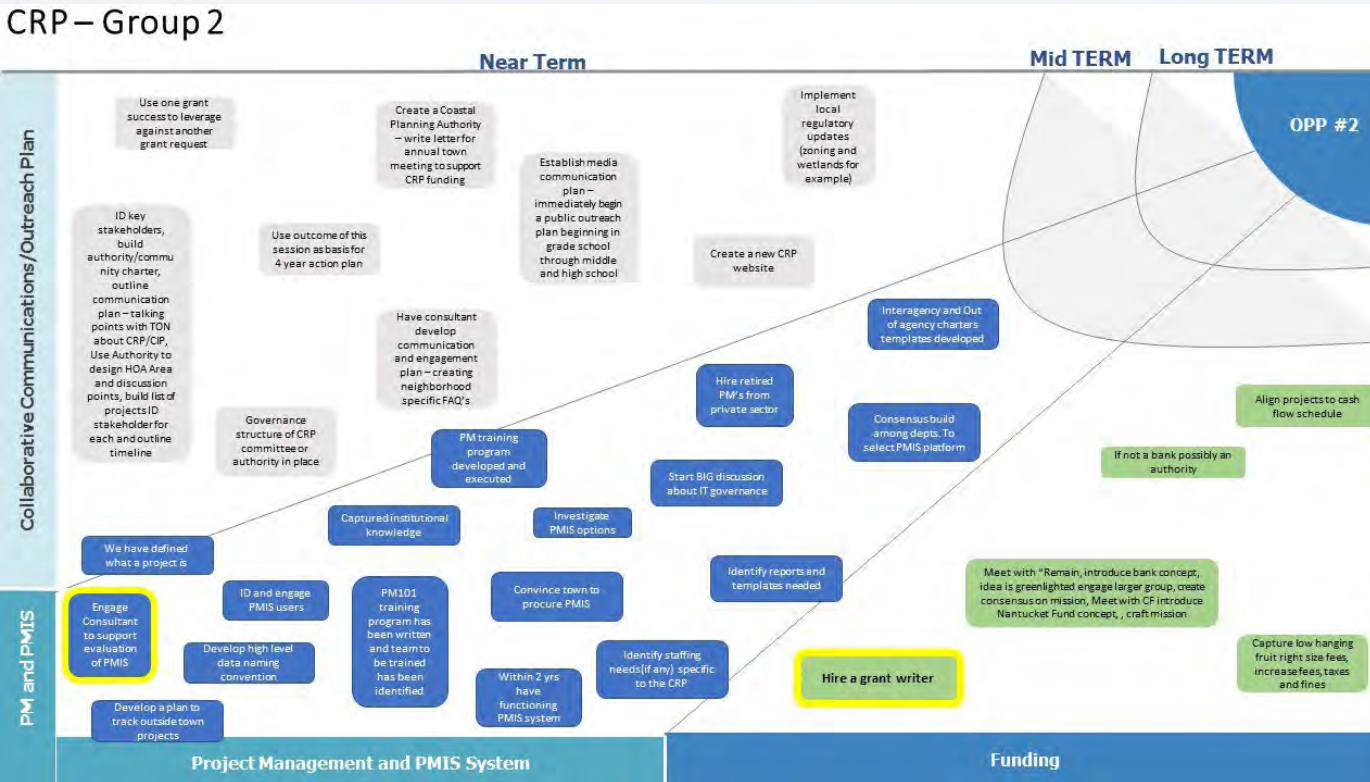
### Highlights

- **Outreach / Education / PR**
- Staff for grant writing and advancing a funding strategy
- Develop key messages and plan for sharing them
- Develop / update the CRP website with the latest information
- Convene a public outreach working group and meet ASAP
- Make local, state and funding requests, scholarships, CPC grants, etc.
- Identify who will run the CRP outreach program
- Engage a firm through an MVP grant to develop outreach plan
- **Fees / Funding**
- Assign project owner(s) / hire grant writer and funding strategist
- Establish endowment fund for implementation (using donations)
- Organize local events to generate funding and engage the community
- Conduct a fee study and analysis (determine amounts, who pays, how applied, implementation structure, etc.)
- Apply for locale, state, and federal grants / funds ASAP
- Commission study on overall fee, tax, options for CRP / other priority plan projects
- Financial committee - town staff and John Trudel
- Rewards for donors
- Investigate leveraging National Landmark status toward funding opportunities
- **Pick a Project**
- Project that meets goals of the HMGP & CRP
- Move forward with projects that already have approval and support
- Execute jetties study (design, permit, fund)
- Use Survey Monkey or other tool to solicit public input



# Group 2 – Near Term

## CRP – Group 2



### Highlights

#### • Outreach / Education / PR

- Use one grant success to leverage against another
- Establish media communication plan (public outreach plan beginning with students K-12)
- Implement local regulatory updates (i.e. zoning and wetlands) through public commissions and boards

- Assess governance structure of CRAC committee and authorities in place
- Create new CRP website

#### • Funding Strategy

- Hire a grant writer and funding strategist

- Begin analysis of Resiliency Revolving Fund

- Create grant fund database from all organizations

- Align projects to cash flow schedule

- Capture low hanging fruit (right size fees, increase fees, taxes and fines)

#### • Program Management

- Investigate Project Management Information System options

- Hire retired PMs from private sector

- Consensus-build among departments to select PMIS platform





## Next Steps

Based on the challenges identified in the journey map, participants identified signature moments or improvement opportunities to support their journey.

### Group 1 Share

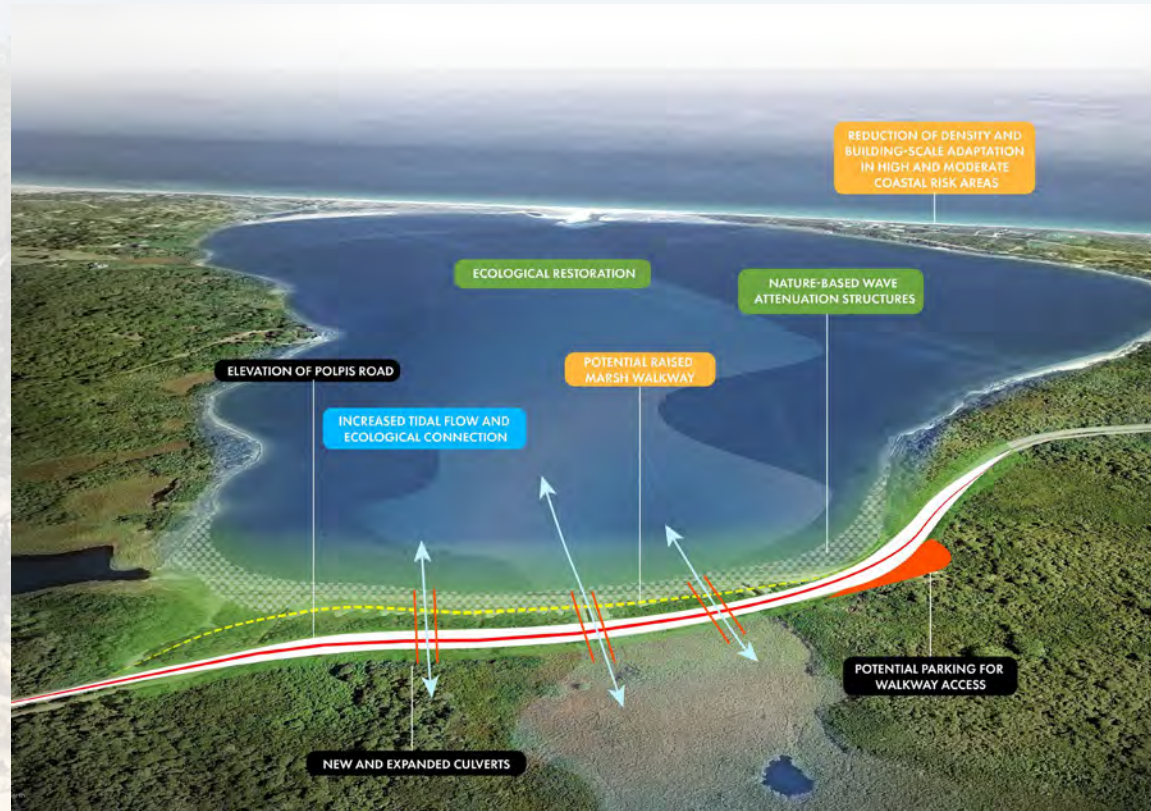
- More staff / board collaboration
- Take early, proactive action
- Own role as a national leader
- Fundraising
- Leadership, action, implementation

### Group 2 Share

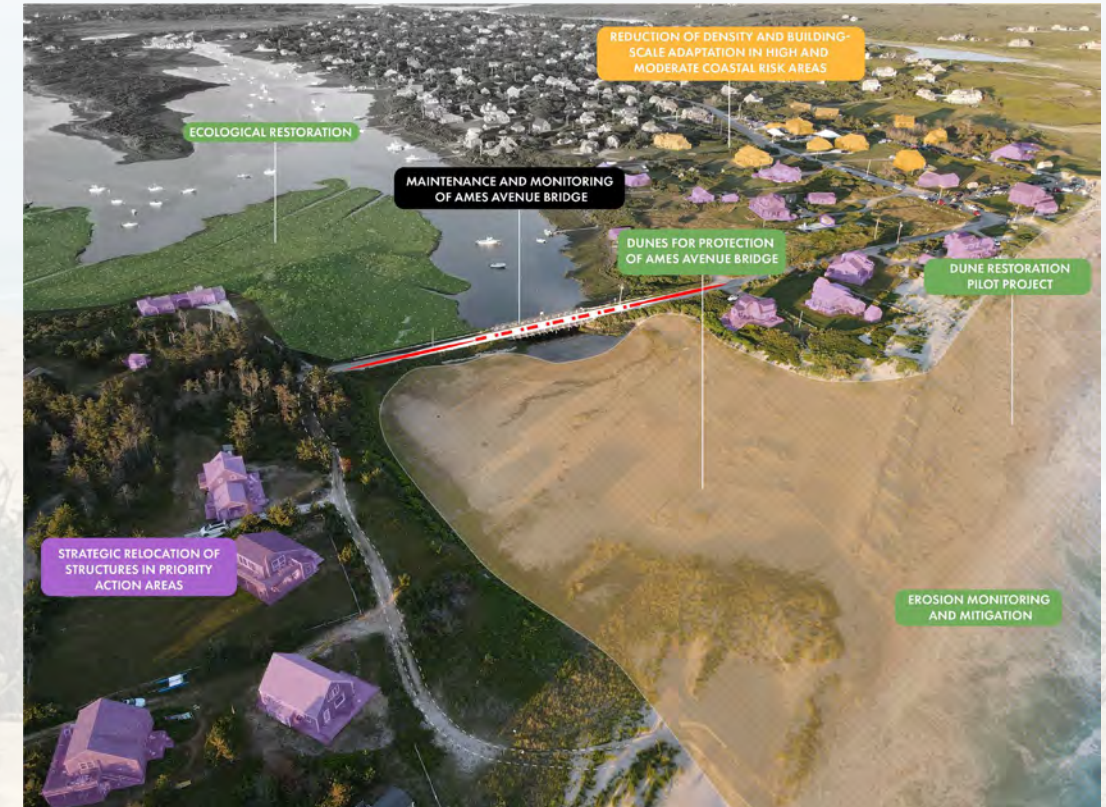
- More community engagement
- Increase island longevity through proactive investment
- Promote community cohesion through implementation
- Develop a funding strategy and project management program



# “Just Do It” Summary



CRP Recommendations for Polpis Road and Sesachacha Pond



CRP Recommendations for Madaket beach and the the Ames Avenue Bridge



# “Just Do It” Summary

## Coastal Resilience and Sustainability Interdepartmental Working Group

- (CRP recommendation #1-5) create and start meeting with consistent meeting times and intervals -- *Champion: Town Manager to set up and get going with assistance from Coastal Resilience Coordinator*

## Joint Staff Review of Development Proposals

- (CRP recommendation #1-6) incorporate as a standing agenda item to the Working Group meetings -- *Champion: Town Manager to set up and get going with assistance from Coastal Resilience Coordinator*

## Move forward the **Sustainability Branding Campaign**

- *Champion: Public Outreach Coordinator*

Quick Projects to implement that are initial phases of larger multi-phase projects identified in the CRP that will take several years to fund, permit and complete:

- **Washington & Francis** (Phase 1: Intersection Widening and Drainage Improvement Project) can be aligned with goals for Downtown Neighborhood Flood Barrier Strategy (CRP recommendation #2-2) -- *Champion: DPW Director with Strategic Projects Manager*
- **Polpis Road & Sesachacha Pond** (Phase 1: Fix Retaining Wall) can be aligned with goals for Polpis Road Raising, Culvert Expansion, and Wave Attenuation at Sesachacha Pond (CRP recommendation #4-2) -- *Champion: DPW Director with NRD Director & Coastal Resilience Coordinator & Strategic Projects Manager*
- **Ames Avenue & Madaket Road** (Phase 1: Expanded Dune Restoration Plantings and Intersection Improvement) can be aligned with goals for Ames Avenue Bridge Resilience and Madaket Erosion Management Pilot and Ames Avenue Bridge Protection (CRP recommendations #3-2 and 3-4) -- *Champion: Coastal Resilience Coordinator*



# Celebrate our Successes!

Celebrate our Dune Planting at Madaket Beach



Dune Planting early Spring 2021



End of Summer 2021

# All 40 Coastal Resilience Plan Recommendations

| Priority | Number | Project Name                                                                         | Location    |
|----------|--------|--------------------------------------------------------------------------------------|-------------|
| 1        | 1-1    | Community Outreach on Property Owner Resilience Best Practices                       | Island Wide |
| 1        | 1-2    | Updates to Zoning By-Law                                                             | Island Wide |
| 1        | 1-3    | Updates to Wetland Ordinance and Regulations                                         | Island Wide |
| 1        | 1-4    | Strategic Retreat and Relocation Program                                             | Island Wide |
| 1        | 1-5    | Coastal Resilience & Sustainability Interdepartmental Working Group                  | Island Wide |
| 3        | 1-6    | Joint Staff Review of Development Proposals                                          | Island Wide |
| 1        | 1-7    | Coastal Resilience and Sustainability Program                                        | Island Wide |
| 2        | 1-8    | Shoreline Change Monitoring Program                                                  | Island Wide |
| 1        | 1-9    | Sediment Sourcing and Transport Study                                                | Island Wide |
| 2        | 1-10   | Stormwater Management Plan                                                           | Island Wide |
| 1        | 1-11   | Sediment Budget                                                                      | Island Wide |
| 2        | 1-12   | Stormwater By-Laws Assessment                                                        | Island Wide |
| 2        | 1-13   | Stormwater By-Law and Regulations Update                                             | Island Wide |
| 1        | 1-14   | Update locally-adopted sea level rise scenarios and Best Available Flood Hazard Data | Island Wide |
| 1        | 2-1    | Steamboat Wharf Resilience                                                           | Downtown    |
| 1        | 2-2    | Downtown Neighborhood Flood Barrier                                                  | Downtown    |
| 3        | 2-3    | Easton Street and Hubert Avenue Road Raising                                         | Downtown    |
| 3        | 2-4    | Washington Street Extension and Consue Springs Walkway Raising                       | Downtown    |
| 2        | 2-5    | Building Scale Resilience at 37 Washington Street                                    | Downtown    |
| 1        | 2-6    | Downtown Neighborhood Flood Barrier - Phase 1 Project                                | Downtown    |

| Priority | Number | Project Name                                                                    | Location        |
|----------|--------|---------------------------------------------------------------------------------|-----------------|
| 1        | 3-1    | Madaket Road Raising and Bridge Conversion                                      | Madaket         |
| 1        | 3-2    | Ames Avenue Bridge Resilience                                                   | Madaket         |
| 3        | 3-3    | F Street Boat Ramp                                                              | Madaket         |
| 1        | 3-4    | Madaket Erosion Mitigation Pilot                                                | Madaket         |
| 1        | 3-5    | Department of Public Works Facility and Land Fill Resilience                    | Madaket         |
| 2        | 4-1    | Polpis Road Raising and Bridge Conversion at Folgers Marsh                      | Harbor & Coatue |
| 2        | 4-2    | Polpis Road Raising, Culvert Expansion, and Wave Attenuation at Sesachacha Pond | Harbor & Coatue |
| 3        | 4-3    | Coatue Erosion Mitigation and Dune Resilience                                   | Harbor & Coatue |
| 1        | 4-4    | Numerical Modeling Study of Coatue Breaching                                    | Harbor & Coatue |
| 3        | 5-1    | Sconset Bluff Dune Restoration                                                  | Sconset         |
| 2        | 5-2    | Codfish Park Dune Restoration                                                   | Sconset         |
| 2        | 5-3    | Baxter Road Relocation Planning                                                 | Sconset         |
| 2        | 5-4    | Sconset Bluff Nearshore Breakwaters Feasibility Study                           | Sconset         |
| 2        | 6-1    | Nantucket Memorial Airport Dune Restoration                                     | South Shore     |
| 1        | 6-2    | Surfside Wastewater Treatment Plant Dune Restoration                            | South Shore     |
| 1        | 6-3    | Tom Nevers Field Erosion Mitigation Pilot Project                               | South Shore     |
| 2        | 6-4    | Surfside Emergency Access Planning                                              | South Shore     |
| 2        | 6-5    | Sheep Pond Road Relocation Study                                                | South Shore     |
| 3        | 7-1    | North Shore Dune Restoration and Nourishment                                    | North Shore     |
| 3        | 7-2    | Sand Pumping Feasibility Study                                                  | North Shore     |



# Recommendations started, beginning or seeking grants

| Priority | Number | Project Name                                                                         | Location    |
|----------|--------|--------------------------------------------------------------------------------------|-------------|
| 1        | 1-1    | Community Outreach on Property Owner Resilience Best Practices                       | Island Wide |
| 1        | 1-2    | Updates to Zoning By-Law                                                             | Island Wide |
| 1        | 1-3    | Updates to Wetland Ordinance and Regulations                                         | Island Wide |
| 1        | 1-4    | Strategic Retreat and Relocation Program                                             | Island Wide |
| 1        | 1-5    | Coastal Resilience & Sustainability Interdepartmental Working Group                  | Island Wide |
| 3        | 1-6    | Joint Staff Review of Development Proposals                                          | Island Wide |
| 1        | 1-7    | Coastal Resilience and Sustainability Program                                        | Island Wide |
| 2        | 1-8    | Shoreline Change Monitoring Program                                                  | Island Wide |
| 1        | 1-9    | Sediment Sourcing and Transport Study                                                | Island Wide |
| 2        | 1-10   | Stormwater Management Plan                                                           | Island Wide |
| 1        | 1-11   | Sediment Budget                                                                      | Island Wide |
| 2        | 1-12   | Stormwater By-Laws Assessment                                                        | Island Wide |
| 2        | 1-13   | Stormwater By-Law and Regulations Update                                             | Island Wide |
| 1        | 1-14   | Update locally-adopted sea level rise scenarios and Best Available Flood Hazard Data | Island Wide |
| 1        | 2-1    | Steamboat Wharf Resilience                                                           | Downtown    |
| 1        | 2-2    | Downtown Neighborhood Flood Barrier                                                  | Downtown    |
| 3        | 2-3    | Easton Street and Hubert Avenue Road Raising                                         | Downtown    |
| 3        | 2-4    | Washington Street Extension and Consue Springs Walkway Raising                       | Downtown    |
| 2        | 2-5    | Building Scale Resilience at 37 Washington Street                                    | Downtown    |
| 1        | 2-6    | Downtown Neighborhood Flood Barrier - Phase 1 Project                                | Downtown    |

| Priority | Number | Project Name                                                                    | Location        |
|----------|--------|---------------------------------------------------------------------------------|-----------------|
| 1        | 3-1    | Madaket Road Raising and Bridge Conversion                                      | Madaket         |
| 1        | 3-2    | Ames Avenue Bridge Resilience                                                   | Madaket         |
| 3        | 3-3    | F Street Boat Ramp                                                              | Madaket         |
| 1        | 3-4    | Madaket Erosion Mitigation Pilot                                                | Madaket         |
| 1        | 3-5    | Department of Public Works Facility and Land Fill Resilience                    | Madaket         |
| 2        | 4-1    | Polpis Road Raising and Bridge Conversion at Folgers Marsh                      | Harbor & Coatue |
| 2        | 4-2    | Polpis Road Raising, Culvert Expansion, and Wave Attenuation at Sesachacha Pond | Harbor & Coatue |
| 3        | 4-3    | Coatue Erosion Mitigation and Dune Resilience                                   | Harbor & Coatue |
| 1        | 4-4    | Numerical Modeling Study of Coatue Breaching                                    | Harbor & Coatue |
| 3        | 5-1    | Sconset Bluff Dune Restoration                                                  | Sconset         |
| 2        | 5-2    | Codfish Park Dune Restoration                                                   | Sconset         |
| 2        | 5-3    | Baxter Road Relocation Planning                                                 | Sconset         |
| 2        | 5-4    | Sconset Bluff Nearshore Breakwaters Feasibility Study                           | Sconset         |
| 2        | 6-1    | Nantucket Memorial Airport Dune Restoration                                     | South Shore     |
| 1        | 6-2    | Surfside Wastewater Treatment Plant Dune Restoration                            | South Shore     |
| 1        | 6-3    | Tom Nevers Field Erosion Mitigation Pilot Project                               | South Shore     |
| 2        | 6-4    | Surfside Emergency Access Planning                                              | South Shore     |
| 2        | 6-5    | Sheep Pond Road Relocation Study                                                | South Shore     |
| 3        | 7-1    | North Shore Dune Restoration and Nourishment                                    | North Shore     |
| 3        | 7-2    | Sand Pumping Feasibility Study                                                  | North Shore     |

# Priorities from the March 7 & 8 Design Thinking Workshop

| Priority | Number | Project Name                                                                         | Location    |
|----------|--------|--------------------------------------------------------------------------------------|-------------|
| 1        | 1-1    | Community Outreach on Property Owner Resilience Best Practices                       | Island Wide |
| 1        | 1-2    | Updates to Zoning By-Law                                                             | Island Wide |
| 1        | 1-3    | Updates to Wetland Ordinance and Regulations                                         | Island Wide |
| 1        | 1-4    | Strategic Retreat and Relocation Program                                             | Island Wide |
| 1        | 1-5    | Coastal Resilience & Sustainability Interdepartmental Working Group                  | Island Wide |
| 3        | 1-6    | Joint Staff Review of Development Proposals                                          | Island Wide |
| 1        | 1-7    | Coastal Resilience and Sustainability Program                                        | Island Wide |
| 2        | 1-8    | Shoreline Change Monitoring Program                                                  | Island Wide |
| 1        | 1-9    | Sediment Sourcing and Transport Study                                                | Island Wide |
| 2        | 1-10   | Stormwater Management Plan                                                           | Island Wide |
| 1        | 1-11   | Sediment Budget                                                                      | Island Wide |
| 2        | 1-12   | Stormwater By-Laws Assessment                                                        | Island Wide |
| 2        | 1-13   | Stormwater By-Law and Regulations Update                                             | Island Wide |
| 1        | 1-14   | Update locally-adopted sea level rise scenarios and Best Available Flood Hazard Data | Island Wide |
| 1        | 2-1    | Steamboat Wharf Resilience                                                           | Downtown    |
| 1        | 2-2    | Downtown Neighborhood Flood Barrier                                                  | Downtown    |
| 3        | 2-3    | Easton Street and Hubert Avenue Road Raising                                         | Downtown    |
| 3        | 2-4    | Washington Street Extension and Consue Springs Walkway Raising                       | Downtown    |
| 2        | 2-5    | Building Scale Resilience at 37 Washington Street                                    | Downtown    |
| 1        | 2-6    | Downtown Neighborhood Flood Barrier - Phase 1 Project                                | Downtown    |

| Priority | Number | Project Name                                                                    | Location        |
|----------|--------|---------------------------------------------------------------------------------|-----------------|
| 1        | 3-1    | Madaket Road Raising and Bridge Conversion                                      | Madaket         |
| 1        | 3-2    | Ames Avenue Bridge Resilience                                                   | Madaket         |
| 3        | 3-3    | F Street Boat Ramp                                                              | Madaket         |
| 1        | 3-4    | Madaket Erosion Mitigation Pilot                                                | Madaket         |
| 1        | 3-5    | Department of Public Works Facility and Land Fill Resilience                    | Madaket         |
| 2        | 4-1    | Polpis Road Raising and Bridge Conversion at Folgers Marsh                      | Harbor & Coatue |
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| 3        | 4-3    | Coatue Erosion Mitigation and Dune Resilience                                   | Harbor & Coatue |
| 1        | 4-4    | Numerical Modeling Study of Coatue Breaching                                    | Harbor & Coatue |
| 3        | 5-1    | Sconset Bluff Dune Restoration                                                  | Sconset         |
| 2        | 5-2    | Codfish Park Dune Restoration                                                   | Sconset         |
| 2        | 5-3    | Baxter Road Relocation Planning                                                 | Sconset         |
| 2        | 5-4    | Sconset Bluff Nearshore Breakwaters Feasibility Study                           | Sconset         |
| 2        | 6-1    | Nantucket Memorial Airport Dune Restoration                                     | South Shore     |
| 1        | 6-2    | Surfside Wastewater Treatment Plant Dune Restoration                            | South Shore     |
| 1        | 6-3    | Tom Nevers Field Erosion Mitigation Pilot Project                               | South Shore     |
| 2        | 6-4    | Surfside Emergency Access Planning                                              | South Shore     |
| 2        | 6-5    | Sheep Pond Road Relocation Study                                                | South Shore     |
| 3        | 7-1    | North Shore Dune Restoration and Nourishment                                    | North Shore     |
| 3        | 7-2    | Sand Pumping Feasibility Study                                                  | North Shore     |



# HDC Appeal of 9 Maine Avenue

## APPEALS PROCEDURE before the Select Board

The appeal to the Select Board concerns the HDC decision and is not a new hearing of the matter already heard by the HDC. No new information may be brought forth during the appeal process before the Select Board. Any information not previously submitted to the HDC will not be allowed.

1. The chairman opens the public hearing and may outline the procedure to be followed including the time allotment for the statements and rebuttals.
2. The appellant states his/her case and the reason for the appeal.
3. The Historic District Commission defines its position.
4. Rebuttals follow.
5. Public comment may be taken although any separate interests that may be expressed will not become part of the argument.
6. The chairman invites questions from the Board and closes the public hearing.
7. The Board makes a decision or may take the matter under advisement.
8. A written decision is prepared for Board signature.

# READE, GULLICKSEN, HANLEY & GIFFORD, LLP

SIX YOUNG'S WAY  
NANTUCKET, MASSACHUSETTS 02554

ARTHUR I. READE, JR., P.C.  
KENNETH A. GULLICKSEN  
MARIANNE HANLEY  
WHITNEY A. GIFFORD

(508) 228-3128  
FAX: (508) 228-5630

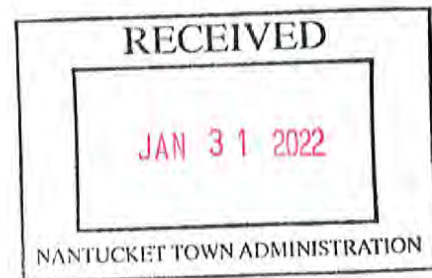
MAILING ADDRESS:

POST OFFICE BOX 2669  
NANTUCKET, MASS. 02584

January 31, 2022

BY HAND DELIVERY

Select Board  
Town of Nantucket  
Town and County Building  
Federal and Broad Streets  
Nantucket, Massachusetts 02554



Re: Appeal from HDC Decision, HDC2020-10-2033  
9 Maine Avenue, Madaket  
Charles R. Schwarzapfel, Owner  
Assessor's Parcel 60.3.1-425

Ladies and Gentlemen:

My client, Charles R. Schwarzapfel, hereby appeals from the Decision of the Nantucket Historic District Commission ("HDC") in File No. HDC2020-10-2033, which was filed with the Town Clerk on January 20, 2022. (The tenth day after January 20, 2022, that is, January 30, 2022, having fallen on a Sunday, the last day for filing an appeal is today, January 31, 2022.)

The Decision of the HDC denied my client's application for a Certificate of Appropriateness for the installation of an in-ground salt water pool with bluestone patio and vegetative screening.

The Decision of the HDC states no reasons for the denial of my client's application.

The Decision of the HDC is arbitrary and capricious, and exceeds the authority of the HDC.

Enclosed herewith is a certified copy of the Decision of the HDC, together with copies of applicable portions of the minutes of all meetings of the HDC at which this matter was

**READE, GULLICKSEN, HANLEY & GIFFORD, LLP**

Select Board  
Town of Nantucket  
January 31, 2022  
Page Two

reviewed, and a check payable to the Inquirer and Mirror for the costs of publication.

I would be available to attend a public hearing before the Select Board to present this matter on March 2, March 9, March 30, or any Wednesday in April, 2022.

Very truly yours,

A handwritten signature in black ink, appearing to read "Arthur I. Reade, Jr.", written in a cursive style.

Arthur I. Reade, Jr.  
[air@readelaw.com](mailto:air@readelaw.com)

Enclosures

AIR/irv



CERTIFICATE NO: HDC 2020-10-7033

DATE ISSUED: 1/16/2022

Application to the HISTORIC DISTRICT COMMISSION, Nantucket, Massachusetts, for a

# **CERTIFICATE OF APPROPRIATENESS**

for structural work.

All blanks must be filled in using BLUE OR BLACK INK (no pencil) or marked N/A.

NOTE: It is strongly recommended that the applicant be familiar with the HDC guidelines, *Building with Nantucket in Mind*, prior to submittal of application. Please see other side for submittal requirements. Incomplete applications will not be reviewed by the HDC.

This is a contractual agreement and must be filled out in ink. An application is hereby made for issuance of a Certificate of Appropriateness under Chapter 395 of the Acts and Resolves of Mass., 1970, for proposed work as described herein and on plans, drawings and photographs accompanying this application and made a part hereof by reference. The certificate is valid for three years from date of issuance. No structure may differ from the approved application. Violation may impede issuance of Certificate of Occupancy.

## **PROPERTY DESCRIPTION**

AX MAP N°: 603.1 PARCEL N°: 425  
 Street & Number of Proposed Work: 9 MAINE AVE  
 Owner of record: MR. CHARLES SCHWARZAPFEL  
 Mailing Address: 9 MAINE AVE  
NANTUCKET MA  
 Contact Phone #: \_\_\_\_\_ E-mail: \_\_\_\_\_

## **AGENT INFORMATION (if applicable)**

Name: KLAG  
 Mailing Address: PO BOX 1814  
NANTUCKET MA  
 Contact Phone #: 228-5631 E-mail: \_\_\_\_\_  
Free@NANTUCKETARCHITECTURE.COM

FOR OFFICE USE ONLY

Date application received: 10/9/2020 Fee Paid: \$ 200

Must be acted on by: 1/20/21, 3/21/21, 5/20/21, 12/31/21

Extended to: \_\_\_\_\_

Approved: [Signature] Disapproved: [Signature]

Chairman: \_\_\_\_\_

Member: \_\_\_\_\_

Member: \_\_\_\_\_

Member: \_\_\_\_\_

Member: \_\_\_\_\_

Notes - Comments - Restrictions - Conditions

\* Denial due to lack of response

**DENIED**

ATTEST TRUE COPY

[Signature]

## **DESCRIPTION OF WORK TO BE PERFORMED**

See reverse for required documentation.

☒ New Dwelling ☐ Addition ☐ Garage ☐ Driveway/Apron ☐ Commercial ☐ Historical Renovation ☐ Deck/Patio ☐ Steps ☐ Shed

☐ Color Change ☐ Fence ☐ Gate ☐ Hardscaping ☐ Move Building ☐ Demolition ☐ Revisions to previous Cert. No.

☒ Pool (Zoning District 10) ☐ Roof ☐ Other \_\_\_\_\_

Size of Structure or Addition: Length: 24 Sq. Footage 1st floor: 280 Decks/Patio: Size: \_\_\_\_\_ ☐ 1st floor ☐ 2nd floor

Width: 12 Sq. Footage 2nd floor: \_\_\_\_\_ Size: \_\_\_\_\_ ☐ 1st floor ☐ 2nd floor

Sq. Footage 3rd floor: \_\_\_\_\_

Difference between existing grade and proposed finish grade: North \_\_\_\_\_ South \_\_\_\_\_ East \_\_\_\_\_ West \_\_\_\_\_

Height of ridge above final finish grade: North \_\_\_\_\_ South \_\_\_\_\_ East \_\_\_\_\_ West \_\_\_\_\_

## **Additional Remarks**

Historic Name: \_\_\_\_\_ (describe) \_\_\_\_\_

Original Date: \_\_\_\_\_

Original Builder: \_\_\_\_\_

1. East Elevation SALTWATER INGROUND pool by RANDOM

2. South Elevation BLUESTONE PATIO & NATIVE PLANT

3. West Elevation SCREENING

4. North Elevation \_\_\_\_\_

\*Cloud on drawings and submit photographs of existing elevations.

## **DETAIL OF WORK TO BE PERFORMED**

Foundation: Height Exposed \_\_\_\_\_ ☐ Block ☐ Block Parged ☐ Brick (type) \_\_\_\_\_ ☐ Poured Concrete ☐ Piers

Masonry Chimney: ☐ Block Parged ☐ Brick (type) \_\_\_\_\_ ☐ Other \_\_\_\_\_

Roof Pitch: Main Mass \_\_\_\_\_/12 Secondary Mass \_\_\_\_\_/12 Dormer \_\_\_\_\_/12 Other \_\_\_\_\_

Roofing material: ☐ Asphalt: ☐ 3-Tab ☐ Architectural

☐ Wood (Type: Red Cedar, White Cedar, Shakes, etc.) \_\_\_\_\_

Fence: Height: 3'-0"

Type: TRIP 2

Length: 24'

Skylights (flat only): Manufacturer \_\_\_\_\_ Rough Opening \_\_\_\_\_ Size \_\_\_\_\_ Location \_\_\_\_\_

Manufacturer \_\_\_\_\_ Rough Opening \_\_\_\_\_ Size \_\_\_\_\_ Location \_\_\_\_\_

Gutters: ☐ Wood ☐ Aluminum ☐ Copper ☐ Leaders (material) \_\_\_\_\_

## **Leaders (material and size):**

Sidewall: ☐ White cedar shingles ☐ Clapboard (exposure: \_\_\_\_\_ inches) Front ☐ Side

☐ \_\_\_\_\_

☐ Other \_\_\_\_\_

Trim: A. Wood ☐ Pine ☐ Redwood ☐ Cedar ☐ Other \_\_\_\_\_

B. Treatment ☐ Paint ☐ Natural to weather ☐ Other \_\_\_\_\_

C. Dimensions: Fascia \_\_\_\_\_ Rake \_\_\_\_\_ Soffit (Overhang) \_\_\_\_\_ Corner boards \_\_\_\_\_ Frieze \_\_\_\_\_

Window Casing \_\_\_\_\_ Door Frame \_\_\_\_\_ Columns/Posts: Round \_\_\_\_\_ Square \_\_\_\_\_

Windows\*: ☐ Double Hung ☐ Casement ☐ All Wood ☐ Other \_\_\_\_\_

☐ True Divided Lights (muntins), single pane ☐ SDL's (Simulated Divided Lights) Manufacturer \_\_\_\_\_

Doors\* (type and material): ☐ TDL ☐ SDL Front \_\_\_\_\_ Rear \_\_\_\_\_ Side \_\_\_\_\_

Garage Door(s): Type \_\_\_\_\_ Material \_\_\_\_\_

Hardscape materials: Driveways \_\_\_\_\_ Walkways \_\_\_\_\_ Walls \_\_\_\_\_

\* Note: Complete door and window schedules are required.

## **COLORS**

Sidewall \_\_\_\_\_ Clapboard (if applicable) \_\_\_\_\_ Roof \_\_\_\_\_

Trim \_\_\_\_\_ Sash \_\_\_\_\_ Doors \_\_\_\_\_

Deck \_\_\_\_\_ Foundation \_\_\_\_\_ Fence \_\_\_\_\_ Shutters \_\_\_\_\_

\* Attach manufacturer's color samples if color is not from HDC approval list.

I hereby authorize the agent named above to act on my behalf to make changes in the specifications or the plans contained in this application in order to bring the application into compliance with the HDC guidelines. I hereby agree to abide by and comply with the terms and conditions of this application. I hereby agree that the submission of any revisions to this application will initiate a new sixty-day review period.

NANTUCKET TOWN & COUNTY CLERK

2022 JAN 20 PM 3:12

**III. CONSENT WITH CONDITIONS**

|                | <u>Property owner name</u>                                            | <u>Street Address</u>     | <u>Scope of work</u>    | <u>Map/Parcel</u> | <u>Agent</u>          |
|----------------|-----------------------------------------------------------------------|---------------------------|-------------------------|-------------------|-----------------------|
| 1.             | 59 Bartlett Road, LLC 01-2663                                         | 59 Bartlett Road          | Driveway/ramp           | 66/99.1           | Linda Williams        |
|                | • Due to minimal visibility                                           |                           |                         |                   |                       |
| 2.             | Sig Heller 01-2658                                                    | 17 Margaret's Way         | Rev 44884; pool autocvr | 20/65             | Linda Williams        |
|                | • Pool must not be visible at time of inspection and in perpetuity    |                           |                         |                   |                       |
| 3.             | Joseph Kelly 01-2657                                                  | 4 Hollister Road          | Shed                    | 92.4/275          | Linda Williams        |
|                | • Due to lack of visibility                                           |                           |                         |                   |                       |
| 4.             | Paula Barth 01-2659                                                   | 18 Gardner Street         | Expd deck 53sf/dr chg   | 42.3.4/81         | Chuck Lenhart/SCI     |
|                | • Due to lack of visibility                                           |                           |                         |                   |                       |
| 5.             | John Manera 01-2656                                                   | 5 Bartlett Road (portion) | New dwelling            | 55/102.3          | Linda Williams        |
|                | • Remove capitals and plinths and keep railing/balusters              |                           |                         |                   |                       |
| Voting         | Pohl, Coombs, McLaughlin, Camp, Oliver                                |                           |                         |                   |                       |
| Alternates     | Welch, Thornewill                                                     |                           |                         |                   |                       |
| Recused        | None                                                                  |                           |                         |                   |                       |
| Documentation  | None                                                                  |                           |                         |                   |                       |
| Representing   | None                                                                  |                           |                         |                   |                       |
| Sign Advisory  | None                                                                  |                           |                         |                   |                       |
| Concerns       | No additional concerns.                                               |                           |                         |                   |                       |
| Motion         | <b>Motion to Approve through staff per noted conditions. (Coombs)</b> |                           |                         |                   |                       |
| Roll-call Vote | Carried 5-0//Camp, Oliver, McLaughlin, Coombs, and Pohl-aye           |                           |                         | Certificate #     | HDC2021-01-(as noted) |

**IV. NEW BUSINESS**

|                 | <u>Property owner name</u>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                   | <u>Street Address</u> | <u>Scope of work</u> | <u>Map/Parcel</u> | <u>Agent</u> |
|-----------------|--------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|-----------------------|----------------------|-------------------|--------------|
| 1.              | Charles Schwarzapfel 10-2033                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                 | 9 Maine Avenue        | Pool                 | 60.3.1/425        | NAG          |
| Voting          | Pohl, Coombs, McLaughlin, Camp, Oliver                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                       |                       |                      |                   |              |
| Alternates      | Welch, Thornewill                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                            |                       |                      |                   |              |
| Recused         | None                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                         |                       |                      |                   |              |
| Documentation   | Landscape design plans, site plan, photos, correspondence, and advisory comments.                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                            |                       |                      |                   |              |
| Representing    | Steve Theroux, Nantucket Architectural Group                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                 |                       |                      |                   |              |
| Public          | None                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                         |                       |                      |                   |              |
| Concerns (5:34) | <p><b>Theroux</b> – Presented project; stated comments by the abutters are not within HDC purview; 36" retaining wall was excluded; abutter on Rhode Island Avenue has a 4-foot vegetated berm. The MAB is made up of 5 Madaket residents who don't want a pool and feels it makes no sense for this to go back to them. Asked for a denial.</p> <p>Discussing where this lot is located and possible exposure to abutting roads.</p> <p><b>Backus</b> – Read MAB comments; not in favor of the pool in this location; viewing is critical to any approval of a pool in this location; once across Millie's Bridge, this area is very different from the rest of Madaket; need to know where equipment is going. Eel Skin is circa 1868. Read letters of concern from abutters: not in context with the neighborhood whatsoever; any new plantings would create an unnatural landscape; would be within viewshed; no protection for vegetative screening on this coastal plain; berming is completely inappropriate in this flat landscape.</p> <p><b>Flynn</b> – Mr. Theroux issued plans based upon MAB comments; MAB has not seen those revisions. There is another letter from Peter Holmes. During the MAB meeting, Ms. Williams reiterated HDC's purview is from a publicly travelled way.</p> <p><b>Coombs</b> – Asked if this has gone to ConCom (outside their jurisdiction). HDC is concerned about keeping an area conducive to what has been there. To allow a pool to go in where it cannot be adequately screened is irresponsible. This is not a project that fulfills our mission.</p> <p><b>Oliver</b> – Agrees with Ms. Coombs; this is the same as pools in Cisco. It will affect the aesthetic and quality of the environment. This is a beach seascape with informality, which is what draws people there. It will not blend in and be intrusive to the landscape or this historic structure. If we deny this, they will appeal to the Select Board.</p> <p><b>McLaughlin</b> – He doesn't think there should be any problem.</p> <p><b>Camp</b> – She drove out there today. This is the most relaxed, laid-back area of the Island and really just a dune. This is different from anyplace on the Island. Allowing a pool there would take away from its character.</p> <p><b>Pohl</b> – His thoughts are similar to what's been said. Clearly there is a lot of shifting sand and landscape. It is hugely important to keep it informal. He thinks the revisions should go back to MAB. It would be foolish to issue a denial on the first hearing; we should ask for revisions.</p> |                       |                      |                   |              |
| Motion          | <b>Motion to Hold for revisions and to go back to MAB. (Camp)</b>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                            |                       |                      |                   |              |
| Roll-call Vote  | Carried 5-0//Oliver, Coombs, McLaughlin, Camp, and Pohl-aye                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                  |                       |                      | Certificate #     |              |



|                                  |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                         |          |               |                 |
|----------------------------------|-----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|----------|---------------|-----------------|
| 12. Charles Schwarzapfel 10-2033 | 9 Maine Avenue                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                          | Pool     | 60.3.1/425    | NAG             |
| Voting                           | Pohl, Coombs, McLaughlin, Camp, Oliver                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                  |          |               |                 |
| Alternates                       | Welch, Thornewill                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                       |          |               |                 |
| Recused                          | None                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                    |          |               |                 |
| Documentation                    | Landscape design plans, site plan, photos, correspondence, historic documentation, and advisory comments.                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                               |          |               |                 |
| Representing                     | Steve Theroux, Nantucket Architectural Group                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                            |          |               |                 |
| Public                           | Linda Williams, MAB                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                     |          |               |                 |
| Concerns (6:25)                  | <p><b>Theroux</b> – Reviewed changes made per previous concerns; reviewed history of Eel Skin Inn from a 1-room shack on North Cambridge Street to what is now on Maine Avenue; in 1970, this was ruled as not a historic structure; reviewed fences in the area for context regarding the screening fence; a lot of the objecting neighbors don't want a pool in their neighborhood. Asked for a resolution tonight.</p> <p><b>Williams</b> – Across Millie's Bridge, the area is very different; this doesn't fit with the character of Smith's Point; a fence will draw attention to the fact something is being hidden; this is inappropriate in this setting; no location for lighting and pool equipment.</p> <p><b>Pohl</b> – The letters were sent to commissioners earlier.</p> <p><b>Camp</b> – It's hard to talk about this site without talking about the surrounding streetscape; this area is much to rural for a pool. She wants to keep the site as is.</p> <p><b>Oliver</b> – The amount of fencing being proposed will jeopardize the visual quality and character of place. The photos show that there are no extensive, closed-in yards; fencing in the area does enclose small yards and/or equipment. This area is open beach area; the fencing is incongruent with the beach-side area. This would set a negative precedent. The fencing should be around the pool only with plantings of the area to make it inconspicuous.</p> <p><b>Coombs</b> – Her concern is the pool as part of the area landscape is inappropriate. Part of our mission is to approve something that maintains the streetscape and so is not appropriate for this area. Agrees with what's been said.</p> <p><b>McLaughlin</b> – We should have set a regulation that pool screening should be no more than 20 feet from the edge of the pool. There is a lot of low brush there but he's okay with screening the pool.</p> <p><b>Pohl</b> – The vegetation is all very low, reminiscent of the Cisco pool controversy. To add a board fence to this very flat, severe landscape would be a disservice to the area. If there is going to be a pool at all, the screening should be more natural vegetation harmonious with existing vegetation. It's unlikely that an approval through staff would go forward tonight. Confirmed Mr. Theroux is going on record requesting a resolution rather than allowing further revisions.</p> <p>Discussion about issuing a denial or holding.</p> |          |               |                 |
| Motion                           | <b>Motion to Hold for revisions. (Oliver)</b>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                           |          |               |                 |
| Roll-call Vote                   | Carried 5-0//Camp, McLaughlin, Coombs, Oliver, and Pohl-aye                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                             |          | Certificate # |                 |
| 13. 46 Union Street N.T. 02-2843 | 46 Union Street                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                         | Addition | 42.2.3/28     | M. Cutone Arch  |
| Voting                           | Camp (acting chair), McLaughlin, Oliver, Welch, Thornewill                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                              |          |               |                 |
| Alternates                       | None                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                    |          |               |                 |
| Recused                          | Coombs                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                  |          |               |                 |
| Documentation                    | Architectural elevation plans, site plan, photos, historic documentation, and advisory comments.                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                        |          |               |                 |
| Representing                     | Doug Mills, Mark Cutone Architecture                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                    |          |               |                 |
| Public                           | None                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                    |          |               |                 |
| Concerns (6:50)                  | <p><b>Mills</b> – Reviewed changes made per previous concerns.</p> <p><b>Backus</b> – Read HSAB comments March 15: no concerns. There was discussion about color; this application will need a sister application for historic determination.</p> <p><b>Oliver</b> – Appreciates the changes; most of her concerns were addressed. Northeast elevation, the little square windows in the middle gable seem out of place; suggested moving one window to the southeast or installing a skylight on the southeast roof plane and eliminating the small windows on the northeast.</p> <p><b>Welch</b> – Appreciates the changes. Not as concerned about the small windows; it would be great if there is a more era-specific style window.</p> <p><b>Thornewill</b> – Likes the subtle change separating the masses. Agrees with Ms. Oliver about the northeast elevation little windows.</p> <p><b>Camp</b> – She had concerns with lining up the southeast windows; the triple ganged windows would look better if the left window aligned with the 2<sup>nd</sup>-floor window.</p> <p><b>McLaughlin</b> – The changes to this house as submitted fit into the area.</p>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                |          |               |                 |
| Motion                           | <b>Motion to Approve through staff with the two small 4-light windows removed from the northeast and a 2X3, wood-trim skylight added to the southeast elevation roof plane and align the southeast triple ganged window with the 2<sup>nd</sup> floor window. (Oliver)</b>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                              |          |               |                 |
| Roll-call Vote                   | Carried 5-0//Oliver, Thornewill, McLaughlin, Welch, and Camp-aye                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                        |          | Certificate # | HDC2021-02-2843 |





## HISTORIC DISTRICT COMMISSION REGULAR MEETING

2 Fairgrounds Road  
Nantucket, Massachusetts 02554  
[www.nantucket-ma.gov](http://www.nantucket-ma.gov)

Commissioners: Raymond Pohl (Chair), Abigail Camp (Vice-chair), John McLaughlin, Diane Coombs, OliverVallorie Oliver,  
Associate Commissioners: Stephen Welch, Jessie Dutra, Carrie Thornewill

~~ MINUTES ~~

**Thursday, January 6, 2022**

*This meeting was held via remote participation using ZOOM and YouTube.*

Called to order at 1:00 pm. and announcements by Ms. Camp

Staff in attendance: Holly Backus, Preservation Planner; Esmeralda Martinez; PLUS Administrative Specialist; Terry Norton, Town Minutes Taker  
Attending Members: Camp, McLaughlin, Coombs, Oliver, Thornewill  
Absent Members: Pohl, Welch, Dutra  
Late Arrivals: McLaughlin, 1:17 pm  
Early Departures: None

Adoption of Agenda.

Motion **Motion to Approve as drafted. (Coombs)**

Roll-call vote Carried 4-0//Oliver, Thornewill, Camp, and Coombs-aye

### I. PUBLIC COMMENT

Backus – We no longer not have an HDC Compliance Coordinator for the Town

### II. DISCUSSION OF PRE-STAINED WHITE CEDAR SHINGLES

Voting Camp, McLaughlin, Coombs, Oliver, Thornewill

Concerns Held for a full board

### III. CONSENTS

| Property owner name        | Street Address                            | Scope of work              | Map/Parcel    | Agent             |
|----------------------------|-------------------------------------------|----------------------------|---------------|-------------------|
| 1. Eileen Harkness 12-5286 | 5 Gardner Perry Lane                      | Rev. 07-4216: color change | 55/32.1       | Thornewill Design |
| Voting                     | Camp, Coombs, Oliver                      |                            |               |                   |
| Alternates                 | None                                      |                            |               |                   |
| Recused                    | Thornewill                                |                            |               |                   |
| Documentation              | None                                      |                            |               |                   |
| Representing               | None                                      |                            |               |                   |
| Public                     | None                                      |                            |               |                   |
| Concerns                   | No concerns.                              |                            |               |                   |
| Motion                     | <b>Motion to Approve. (Coombs)</b>        |                            |               |                   |
| Roll-call Vote             | Carried 3-0//Oliver, Camp, and Coombs-aye |                            | Certificate # | HDC2021-12-5286   |

### IV. DENIAL

| Property owner name              | Street Address                                        | Scope of work | Map/Parcel    | Agent           |
|----------------------------------|-------------------------------------------------------|---------------|---------------|-----------------|
| 1. Charles Schwarzapfel 10-2033  | 9 Main Avenue                                         | Pool          | 60.3.1/425    | NAG             |
| • Denial due to lack of response |                                                       |               |               |                 |
| Voting                           | Camp, Coombs, Oliver, Thornewill                      |               |               |                 |
| Alternates                       | None                                                  |               |               |                 |
| Recused                          | None                                                  |               |               |                 |
| Documentation                    | None                                                  |               |               |                 |
| Representing                     | None                                                  |               |               |                 |
| Public                           | None                                                  |               |               |                 |
| Concerns                         | None                                                  |               |               |                 |
| Motion                           | <b>Motion to Deny for lack of response. (Coombs)</b>  |               |               |                 |
| Roll-call Vote                   | Carried 4-0//Thornewill, Oliver, Camp, and Coombs-aye |               | Certificate # | HDC2021-10-2033 |



# HDC File



# HISTORIC DISTRICT COMMISSION

2 Fairgrounds Road  
Nantucket, Massachusetts 02554

Telephone: 508.325.7587

Fax: 508.228.7298

## COMMISSIONERS

Ray Pohl  
Chairman

Diane Coombs  
Vice-Chairman

Val Oliver

Abigail Camp

John McLaughlin

## ASSOCIATE COMMISSIONERS

Carrie Thornewill

Jesse Dutra

Stephen Welch

## STAFF

Esmeralda C. Martinez  
Land Use Specialist  
emartinez@nantucket-ma.gov

## STAFF LIAISON

Holly E. Backus  
Preservation Planner  
hbackus@nantucket-ma.gov

March 18, 2022

Dear Select Board,

On behalf of the Nantucket Historic District Commission (HDC), I am responding to the appeal filed by Attorney Arthur Reade in behalf of Charles R. Schwarzapfel, related to the Denial of COA HDC2020-10-2033 on January 6, 2022 for a pool and related hardscape. To watch the discussion at the HDC January 6, 2022 meeting, please click on the following link: [Nantucket Historic District Commission -01/06/22 - YouTube](#) forward to 7:40 – 8:00.

This application was reviewed by the Commission on 01/14/21, and 03/30/21. During the two hearings, there were requests from the public, abutter's, a few HDC Commissioners for revisions on the proposed pool and related hardscape. As with any contentious application, the HDC file includes letters from concerned neighbors for the Commission's consideration in the during the review of the application.

The HDC did deny this application; but the decision was not arbitrary or capricious as alleged by the applicant. At the last hearing on this project on January 6, 2022, there were four sitting members on this application. This application was denied "due to lack of response" because the agent for the applicant refused to sign an extension form upon repeated requests. Regular office procedures required by law is to reach out formally by via email, phone call, or in-person to the applicant's agent requesting an extension on their HDC application allowing the applicant to revise the submission and grant sufficient time to adequately review the application if necessary. On December 9, 2021, staff sent out the first email to the Agent Steve Theroux from Nantucket Architectural Group; in the email, an extension was specifically asked for and for the extension form to be signed and returned. Otherwise, in the absence of a signature, the project will be denied without prejudice due to lack of response. Multiple attempts via email were made on dates 12/09/2021, 12/23/2021 and 12/31/2021 with the deadline for action being 12/31/2021. The last attempt was made on January 3, 2022 when Agent Stephen Theroux came in person to the office on other matters. Staff approached him to sign the extension form. He proceeded to state that on behalf of his clients, he was refusing to sign the extension form.

The HDC had exhausted all options at that point and on January 4, 2022, said application for the pool and hardscape at 9 Maine Avenue was placed on the agenda to be heard on January 6, 2022. The HDC considered all options and the history of the matter and found that they had no other choice but to deny the application. The application was not denied on the merits but on the time sensitive issue that had to be decided to avoid a constructive grant.

Sincerely,

Esmeralda C. Martinez  
Land Use Specialist / HDC Compliance Coordinator

# 9 MAINE AVENUE PACKET

MINUTES





# HISTORIC DISTRICT COMMISSION REGULAR MEETING

2 Fairgrounds Road  
Nantucket, Massachusetts 02554  
[www.nantucket-ma.gov](http://www.nantucket-ma.gov)

Commissioners: Raymond Pohl (Chair), Abigail Camp (Vice-chair), John McLaughlin, Diane Coombs, OliverVallorie Oliver,  
Associate Commissioners: Stephen Welch, Jessie Dutra, Carrie Thornewill

~~ MINUTES ~~

Thursday, January 6, 2022

*This meeting was held via remote participation using ZOOM and YouTube.*

Called to order at 1:00 pm. and announcements by Ms. Camp

Staff in attendance: Holly Backus, Preservation Planner; Esmeralda Martinez; PLUS Administrative Specialist; Terry Norton, Town Minutes Taker  
Attending Members: Camp, McLaughlin, Coombs, Oliver, Thornewill  
Absent Members: Pohl, Welch, Dutra  
Late Arrivals: McLaughlin, 1:17 pm  
Early Departures: None

Adoption of Agenda.

Motion **Motion to Approve as drafted. (Coombs)**

Roll-call vote Carried 4-0//Oliver, Thornewill, Camp, and Coombs-aye

## I. PUBLIC COMMENT

Backus – We no longer not have an HDC Compliance Coordinator for the Town

## II. DISCUSSION OF PRE-STAINED WHITE CEDAR SHINGLES

Voting Camp, McLaughlin, Coombs, Oliver, Thornewill  
Concerns Held for a full board

## III. CONSENTS

| Property owner name        | Street Address                            | Scope of work              | Map/Parcel      | Agent             |
|----------------------------|-------------------------------------------|----------------------------|-----------------|-------------------|
| 1. Eileen Harkness 12-5286 | 5 Gardner Perry Lane                      | Rev. 07-4216: color change | 55/32.1         | Thornewill Design |
| Voting                     | Camp, Coombs, Oliver                      |                            |                 |                   |
| Alternates                 | None                                      |                            |                 |                   |
| Recused                    | Thornewill                                |                            |                 |                   |
| Documentation              | None                                      |                            |                 |                   |
| Representing               | None                                      |                            |                 |                   |
| Public                     | None                                      |                            |                 |                   |
| Concerns                   | No concerns.                              |                            |                 |                   |
| Motion                     | <b>Motion to Approve. (Coombs)</b>        |                            |                 |                   |
| Roll-call Vote             | Carried 3-0//Oliver, Camp, and Coombs-aye |                            |                 |                   |
|                            |                                           | Certificate #              | HDC2021-12-5286 |                   |

## IV. DENIAL

| Property owner name              | Street Address                                        | Scope of work | Map/Parcel      | Agent |
|----------------------------------|-------------------------------------------------------|---------------|-----------------|-------|
| 1. Charles Schwarzapfel 10-2033  | 9 Main Avenue                                         | Pool          | 60.3.1/425      | NAG   |
| • Denial due to lack of response |                                                       |               |                 |       |
| Voting                           | Camp, Coombs, Oliver, Thornewill                      |               |                 |       |
| Alternates                       | None                                                  |               |                 |       |
| Recused                          | None                                                  |               |                 |       |
| Documentation                    | None                                                  |               |                 |       |
| Representing                     | None                                                  |               |                 |       |
| Public                           | None                                                  |               |                 |       |
| Concerns                         | None                                                  |               |                 |       |
| Motion                           | <b>Motion to Deny for lack of response. (Coombs)</b>  |               |                 |       |
| Roll-call Vote                   | Carried 4-0//Thornewill, Oliver, Camp, and Coombs-aye |               |                 |       |
|                                  |                                                       | Certificate # | HDC2021-10-2033 |       |



Hold

|                                  |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                          |          |               |                 |
|----------------------------------|------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|----------|---------------|-----------------|
| 12. Charles Schwarzapfel 10-2033 | 9 Maine Avenue                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                           | Pool     | 60.3.1/425    | NAG             |
| Voting                           | Pohl, Coombs, McLaughlin, Camp, Oliver                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                   |          |               |                 |
| Alternates                       | Welch, Thornewill                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                        |          |               |                 |
| Recused                          | None                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                     |          |               |                 |
| Documentation                    | Landscape design plans, site plan, photos, correspondence, historic documentation, and advisory comments.                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                |          |               |                 |
| Representing                     | Steve Theroux, Nantucket Architectural Group                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                             |          |               |                 |
| Public                           | Linda Williams, MAB                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                      |          |               |                 |
| Concerns (6:25)                  | <p><b>Theroux</b> – Reviewed changes made per previous concerns; reviewed history of Eel Skin Inn from a 1-room shack on North Cambridge Street to what is now on Maine Avenue; in 1970, this was ruled as not a historic structure; reviewed fences in the area for context regarding the screening fence; a lot of the objecting neighbors don't want a pool in their neighborhood. Asked for a resolution tonight.</p> <p><b>Williams</b> – Across Millie's Bridge, the area is very different; this doesn't fit with the character of Smith's Point; a fence will draw attention to the fact something is being hidden; this is inappropriate in this setting; no location for lighting and pool equipment.</p> <p><b>Pohl</b> – The letters were sent to commissioners earlier.</p> <p><b>Camp</b> – It's hard to talk about this site without talking about the surrounding streetscape; this area is much too rural for a pool. She wants to keep the site as is.</p> <p><b>Oliver</b> – The amount of fencing being proposed will jeopardize the visual quality and character of place. The photos show that there are no extensive, closed-in yards; fencing in the area does enclose small yards and/or equipment. This area is open beach area; the fencing is incongruent with the beach-side area. This would set a negative precedent. The fencing should be around the pool only with plantings of the area to make it inconspicuous.</p> <p><b>Coombs</b> – Her concern is the pool as part of the area landscape is inappropriate. Part of our mission is to approve something that maintains the streetscape and so is not appropriate for this area. Agrees with what's been said.</p> <p><b>McLaughlin</b> – We should have set a regulation that pool screening should be no more than 20 feet from the edge of the pool. There is a lot of low brush there but he's okay with screening the pool.</p> <p><b>Pohl</b> – The vegetation is all very low, reminiscent of the Cisco pool controversy. To add a board fence to this very flat, severe landscape would be a disservice to the area. If there is going to be a pool at all, the screening should be more natural vegetation harmonious with existing vegetation. It's unlikely that an approval through staff would go forward tonight. Confirmed Mr. Theroux is going on record requesting a resolution rather than allowing further revisions.</p> <p>Discussion about issuing a denial or holding.</p> |          |               |                 |
| Motion                           | <b>Motion to Hold for revisions. (Oliver)</b>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                            |          |               |                 |
| Roll-call Vote                   | Carried 5-0//Camp, McLaughlin, Coombs, Oliver, and Pohl-aye                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                              |          | Certificate # |                 |
| 13. 46 Union Street N.T. 02-2843 | 46 Union Street                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                          | Addition | 42.2.3/28     | M. Cutone Arch  |
| Voting                           | Camp (acting chair), McLaughlin, Oliver, Welch, Thornewill                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                               |          |               |                 |
| Alternates                       | None                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                     |          |               |                 |
| Recused                          | Coombs                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                   |          |               |                 |
| Documentation                    | Architectural elevation plans, site plan, photos, historic documentation, and advisory comments.                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                         |          |               |                 |
| Representing                     | Doug Mills, Mark Cutone Architecture                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                     |          |               |                 |
| Public                           | None                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                     |          |               |                 |
| Concerns (6:50)                  | <p><b>Mills</b> – Reviewed changes made per previous concerns.</p> <p><b>Backus</b> – Read HSAB comments March 15: no concerns. There was discussion about color; this application will need a sister application for historic determination.</p> <p><b>Oliver</b> – Appreciates the changes; most of her concerns were addressed. Northeast elevation, the little square windows in the middle gable seem out of place; suggested moving one window to the southeast or installing a skylight on the southeast roof plane and eliminating the small windows on the northeast.</p> <p><b>Welch</b> – Appreciates the changes. Not as concerned about the small windows; it would be great if there is a more era-specific style window.</p> <p><b>Thornewill</b> – Likes the subtle change separating the masses. Agrees with Ms. Oliver about the northeast elevation little windows.</p> <p><b>Camp</b> – She had concerns with lining up the southeast windows; the triple ganged windows would look better if the left window aligned with the 2<sup>nd</sup>-floor window.</p> <p><b>McLaughlin</b> – The changes to this house as submitted fit into the area.</p>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                 |          |               |                 |
| Motion                           | Motion to Approve through staff with the two small 4-light windows removed from the northeast and a 2X3, wood-trim skylight added to the southeast elevation roof plane and align the southeast triple ganged window with the 2 <sup>nd</sup> floor window. (Oliver)                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                     |          |               |                 |
| Roll-call Vote                   | Carried 5-0//Oliver, Thornewill, McLaughlin, Welch, and Camp-aye                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                         |          | Certificate # | HDC2021-02-2843 |

Charles Si. Staff

02/28/21

12/31/21



# Hold for 01/14

Proposed HDC Minutes for January 7, 2021

## VI. NEW BUSINESS

| Property owner name            | Street Address                                                                                                                                                              | Scope of work      | Map/Parcel    | Agent             |
|--------------------------------|-----------------------------------------------------------------------------------------------------------------------------------------------------------------------------|--------------------|---------------|-------------------|
| 1. Melanie Gowen 12-2621       | 5 Boyers Alley Way                                                                                                                                                          | Shed               | 55.4.1/96     | Self              |
| Voting                         | Pohl, Coombs, McLaughlin, Camp,                                                                                                                                             |                    |               |                   |
| Alternates                     | Welch, Thornewill                                                                                                                                                           |                    |               |                   |
| Recused                        | None                                                                                                                                                                        |                    |               |                   |
| Documentation                  | None                                                                                                                                                                        |                    |               |                   |
| Representing                   | None                                                                                                                                                                        |                    |               |                   |
| Public                         | None                                                                                                                                                                        |                    |               |                   |
| Concerns (2:12)                | Flynn – Ms. Gowen is submitting new plans and asked that it be withdrawn.                                                                                                   |                    |               |                   |
| Motion                         | No action taken.                                                                                                                                                            |                    |               |                   |
| Roll-call Vote                 | N/A                                                                                                                                                                         |                    |               |                   |
|                                |                                                                                                                                                                             |                    | Certificate # |                   |
| 2. Donald Torey 12-2623        | 63 West Chester Street                                                                                                                                                      | Fenest + roof walk | 41/222.2      | Robert Newman SCI |
| Voting                         | Pohl, Coombs, McLaughlin, Camp, Thornewill                                                                                                                                  |                    |               |                   |
| Alternates                     | Welch                                                                                                                                                                       |                    |               |                   |
| Recused                        | None                                                                                                                                                                        |                    |               |                   |
| Documentation                  | Architectural elevation plans, site plan, and photos.                                                                                                                       |                    |               |                   |
| Representing                   | Robert Newman, Sandcastle Construction Inc.                                                                                                                                 |                    |               |                   |
| Public                         | None                                                                                                                                                                        |                    |               |                   |
| Concerns (2:13)                | Newman – Presented project; west elevation isn't visible.                                                                                                                   |                    |               |                   |
|                                | Coombs – The roof walk should be eliminated; it makes the house very busy. North and west elevation, the 20-pane doors is very heavy.                                       |                    |               |                   |
|                                | Camp – No concerns.                                                                                                                                                         |                    |               |                   |
|                                | McLaughlin – North elevation has a lot of glazing with the large sliding doors.                                                                                             |                    |               |                   |
|                                | Thornewill – Would prefer the 20-light doors become 15-light doors. Okay with the design and roof walk.                                                                     |                    |               |                   |
|                                | Pohl – Agrees with Ms. Thornewill. The roof walk should have a center post on the long side. The 20-light sliding doors are too wide; should be reduced to 15-light doors.  |                    |               |                   |
| Motion                         | Motion to Approve through staff with a center post on the length of the roof walk and reducing the 20-light, 8-foot-wide doors to 6-foot-wide, 15-light doors. (Thornewill) |                    |               |                   |
| Roll-call Vote                 | Carried 4-1//McLaughlin, Camp, Thornewill, and Pohl-aye; Coombs-nay                                                                                                         |                    | Certificate # | HDC2020-12-2623   |
| 3. John H Reilly Trust 12-2620 | 1 Howard Street                                                                                                                                                             | New found + fenest | 42.3.3/106    | EMDA              |
| Voting                         | Pohl, Coombs, McLaughlin, Camp, Welch                                                                                                                                       |                    |               |                   |
| Alternates                     | Thornewill                                                                                                                                                                  |                    |               |                   |
| Recused                        | None                                                                                                                                                                        |                    |               |                   |
| Documentation                  | Architectural elevation plans, site plan, photos, historic documentation, and advisory comments.                                                                            |                    |               |                   |
| Representing                   | Ethan McMorrow, E. McMorrow Design Associates                                                                                                                               |                    |               |                   |
| Public                         | None                                                                                                                                                                        |                    |               |                   |
| Concerns (2:28)                | Backus – Read HSAB comments: issue with clapboard on 3 sides, only on the south though prefer no clapboard; clapboard shouldn't be white. Circa 1920 Colonial revival.      |                    |               |                   |
|                                | McMorrow – Presented project; would like to keep clapboard on side facing the street; open to Nantucket grey clapboard with black shutters and white sash.                  |                    |               |                   |
|                                | Coombs – Clapboard should go on the south elevation only; it's more presentable than clapboard on the side.                                                                 |                    |               |                   |
|                                | Camp – She's okay with this if the clapboard is grey.                                                                                                                       |                    |               |                   |
|                                | Welch – No clapboard on the west elevation; agrees with HSAB.                                                                                                               |                    |               |                   |
|                                | McLaughlin – No concerns.                                                                                                                                                   |                    |               |                   |
| Motion                         | Motion to Approve through staff with no clapboard on the west and north elevations. (Welch)                                                                                 |                    |               |                   |
| Roll-call Vote                 | Carried 5-0//McLaughlin, Camp, Camp, Welch, and Pohl-aye                                                                                                                    |                    | Certificate # | HDC2020-12-2620   |

### Following items held for January 14<sup>th</sup>.

|                                    |                        |                        |            |                     |
|------------------------------------|------------------------|------------------------|------------|---------------------|
| 4. Charles Schwarzapfel 10-2033    | 9 Maine Avenue         | Pool                   | 60.3.1/425 | NAG                 |
| 5. Frederick Hahn 12-2618          | 50 Eel Point Road      | New dwelling           | 32/25.1    | EMDA                |
| 6. Karli Hagedorn 12-2615          | 34 West Chester Street | Garage                 | 41/31      | Normand Residential |
| 7. 22 BLVD 12-2614                 | 22 Boulevarde          | Rev.09-1780:rmv dmrs   | 80/327     | Normand Residential |
| 8. Leanne Baker 12-2617            | 38 Monohansett Road    | Move on +minor mods    | 79/60      | Brook Meerbergen    |
| 9. Candice Heydt Trust 12-2626     | 20 Brant Point Road    | Stairs to roof walk    | 29/153     | Val Oliver Design   |
| 10. Grey Lady Lane, LLC 12-2627    | 3 Grey Lady Lane       | New dwelling           | 66/713     | Val Oliver Design   |
| 11. William Buckland 12-2631       | 113 Hummock Pond Rd    | As-built patio&pergola | 56/59      | Self                |
| 12. Barnett-Clearly Family 12-2634 | 1 Morgan Square        | Demo dwelling          | 87/33      | Bessey Construction |
| 13. Barnett-Clearly Family 12-2635 | 1 Morgan Square        | New dwelling           | 87/33      | Bessey Construction |
| 14. Barbara Phillips Trust 12-2628 | 7 North Liberty Street | Renew COA 58357        | 42.3.4/6   | Val Oliver Design   |



# Hold

Proposed HDC Minutes for January 14, 2021

### III. CONSENT WITH CONDITIONS

|                | <u>Property owner name</u>                                            | <u>Street Address</u>     | <u>Scope of work</u>    | <u>Map/Parcel</u> | <u>Agent</u>          |
|----------------|-----------------------------------------------------------------------|---------------------------|-------------------------|-------------------|-----------------------|
| 1.             | 59 Bartlett Road, LLC 01-2663                                         | 59 Bartlett Road          | Driveway/ramp           | 66/99.1           | Linda Williams        |
|                | • Due to minimal visibility                                           |                           |                         |                   |                       |
| 2.             | Sig Heller 01-2658                                                    | 17 Margaret's Way         | Rev 44884; pool autocvr | 20/65             | Linda Williams        |
|                | • Pool must not be visible at time of inspection and in perpetuity    |                           |                         |                   |                       |
| 3.             | Joseph Kelly 01-2657                                                  | 4 Hollister Road          | Shed                    | 92.4/275          | Linda Williams        |
|                | • Due to lack of visibility                                           |                           |                         |                   |                       |
| 4.             | Paula Barth 01-2659                                                   | 18 Gardner Street         | Expd deck 53sf/dr chg   | 42.3.4/81         | Chuck Lenhart/SCI     |
|                | • Due to lack of visibility                                           |                           |                         |                   |                       |
| 5.             | John Manera 01-2656                                                   | 5 Bartlett Road (portion) | New dwelling            | 55/102.3          | Linda Williams        |
|                | • Remove capitals and plinths and keep railing/balusters              |                           |                         |                   |                       |
| Voting         | Pohl, Coombs, McLaughlin, Camp, Oliver                                |                           |                         |                   |                       |
| Alternates     | Welch, Thornewill                                                     |                           |                         |                   |                       |
| Recused        | None                                                                  |                           |                         |                   |                       |
| Documentation  | None                                                                  |                           |                         |                   |                       |
| Representing   | None                                                                  |                           |                         |                   |                       |
| Sign Advisory  | None                                                                  |                           |                         |                   |                       |
| Concerns       | No additional concerns.                                               |                           |                         |                   |                       |
| Motion         | <b>Motion to Approve through staff per noted conditions. (Coombs)</b> |                           |                         |                   |                       |
| Roll-call Vote | Carried 5-0//Camp, Oliver, McLaughlin, Coombs, and Pohl-aye           |                           |                         | Certificate #     | HDC2021-01-(as noted) |

### IV. NEW BUSINESS

|                 | <u>Property owner name</u>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                   | <u>Street Address</u> | <u>Scope of work</u> | <u>Map/Parcel</u> | <u>Agent</u> |
|-----------------|--------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|-----------------------|----------------------|-------------------|--------------|
| 1.              | Charles Schwarzapfel 10-2033                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                 | 9 Maine Avenue        | Pool                 | 60.3.1/425        | NAG          |
| Voting          | Pohl, Coombs, McLaughlin, Camp, Oliver                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                       |                       |                      |                   |              |
| Alternates      | Welch, Thornewill                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                            |                       |                      |                   |              |
| Recused         | None                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                         |                       |                      |                   |              |
| Documentation   | Landscape design plans, site plan, photos, correspondence, and advisory comments.                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                            |                       |                      |                   |              |
| Representing    | Steve Theroux, Nantucket Architectural Group                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                 |                       |                      |                   |              |
| Public          | None                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                         |                       |                      |                   |              |
| Concerns (5:34) | <p><b>Theroux</b> – Presented project; stated comments by the abutters are not within HDC purview; 36" retaining wall was excluded; abutter on Rhode Island Avenue has a 4-foot vegetated berm. The MAB is made up of 5 Madaket residents who don't want a pool and feels it makes no sense for this to go back to them. Asked for a denial.</p> <p>Discussing where this lot is located and possible exposure to abutting roads.</p> <p><b>Backus</b> – Read MAB comments; not in favor of the pool in this location; viewing is critical to any approval of a pool in this location; once across Millie's Bridge, this area is very different from the rest of Madaket; need to know where equipment is going. Eel Skin is circa 1868. Read letters of concern from abutters: not in context with the neighborhood whatsoever; any new plantings would create an unnatural landscape; would be within viewshed; no protection for vegetative screening on this coastal plain; berming is completely inappropriate in this flat landscape.</p> <p><b>Flynn</b> – Mr. Theroux issued plans based upon MAB comments; MAB has not seen those revisions. There is another letter from Peter Holmes. During the MAB meeting, Ms. Williams reiterated HDC's purview is from a publicly travelled way.</p> <p><b>Coombs</b> – Asked if this has gone to ConCom (outside their jurisdiction). HDC is concerned about keeping an area conducive to what has been there. To allow a pool to go in where it cannot be adequately screened is irresponsible. This is not a project that fulfills our mission.</p> <p><b>Oliver</b> – Agrees with Ms. Coombs; this is the same as pools in Cisco. It will affect the aesthetic and quality of the environment. This is a beach seascape with informality, which is what draws people there. It will not blend in and be intrusive to the landscape or this historic structure. If we deny this, they will appeal to the Select Board.</p> <p><b>McLaughlin</b> – He doesn't think there should be any problem.</p> <p><b>Camp</b> – She drove out there today. This is the most relaxed, laid-back area of the Island and really just a dune. This is different from anyplace on the Island. Allowing a pool there would take away from its character.</p> <p><b>Pohl</b> – His thoughts are similar to what's been said. Clearly there is a lot of shifting sand and landscape. It is hugely important to keep it informal. He thinks the revisions should go back to MAB. It would be foolish to issue a denial on the first hearing; we should ask for revisions.</p> |                       |                      |                   |              |
| Motion          | <b>Motion to Hold for revisions and to go back to MAB. (Camp)</b>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                            |                       |                      |                   |              |
| Roll-call Vote  | Carried 5-0//Oliver, Coombs, McLaughlin, Camp, and Pohl-aye                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                  |                       |                      | Certificate #     |              |

Charles S.  
3/21/21 5/20/21



CERTIFICATE NO: HDC 2020-10-2033

DATE ISSUED: 1/16/2022

Application to the HISTORIC DISTRICT COMMISSION, Nantucket, Massachusetts, for a

# **CERTIFICATE OF APPROPRIATENESS**

for structural work.

All blanks must be filled in using BLUE OR BLACK INK (no pencil) or marked N/A.

**NOTE: It is strongly recommended that the applicant be familiar with the HDC guidelines, *Building with Nantucket in Mind*, prior to submittal of application. Please see other side for submittal requirements. Incomplete applications will not be reviewed by the HDC.**

This is a contractual agreement and must be filled out in ink. An application is hereby made for issuance of a Certificate of Appropriateness under Chapter 395 of the Acts and Resolves of Mass., 1970, for proposed work as described herein and on plans, drawings and photographs accompanying this application and made a part hereof by reference.

This certificate is valid for three years from date of issuance. No structure may differ on the approved application. Violation may impede issuance of Certificate of Occupancy.

## **PROPERTY DESCRIPTION**

AX MAP N°: 6031 PARCEL N°: 425  
 Street & Number of Proposed Work: 9 MAINE AVE  
 Owner of record: MR. CHARLES SCHWARTZ APPEL  
 Mailing Address: 9 MAINE AVE  
NANTUCKET MA  
 Contact Phone #: \_\_\_\_\_ E-mail: \_\_\_\_\_

## **AGENT INFORMATION (if applicable)**

Name: KLAG  
 Mailing Address: PO BOX 1814  
NANTUCKET MA  
 Contact Phone #: 228-52731 E-mail: \_\_\_\_\_  
Free NANTUCKETARCHITECTURE.COM

## **FOR OFFICE USE ONLY**

Date application received: 10/9/2020 Fee Paid: \$ 241  
 Must be acted on by: 1/24/21, 3/24/21, 5/24/21, 7/24/21  
 Extended to: \_\_\_\_\_  
 Approved: \_\_\_\_\_ Disapproved: \_\_\_\_\_  
 Chairman: \_\_\_\_\_ (acting)  
 Member: \_\_\_\_\_  
 Member: \_\_\_\_\_  
 Member: \_\_\_\_\_  
 Member: \_\_\_\_\_  
 Notes - Comments - Restrictions - Conditions  
\* Denial due to lack of response \*

**DENIED**

## **DESCRIPTION OF WORK TO BE PERFORMED** See reverse for required documentation.

☐ New Dwelling ☐ Addition ☐ Garage ☐ Driveway/Apron ☐ Commercial ☐ Historical Renovation ☐ Deck/Patio ☐ Steps ☐ Shed  
☐ Color Change ☐ Fence ☐ Gate ☐ Hardscaping ☐ Move Building ☐ Demolition ☐ Revisions to previous Cert. No.

☒ Pool (Zoning District VR) ☐ Roof ☐ Other \_\_\_\_\_  
 Size of Structure or Addition: Length: 24 Sq. Footage 1st floor: 280 Decks/Patio: Size: \_\_\_\_\_ ☐ 1st floor ☐ 2nd floor  
 Width: 12 Sq. Footage 2nd floor: \_\_\_\_\_ Size: \_\_\_\_\_ ☐ 1st floor ☐ 2nd floor  
 Sq. Footage 3rd floor: \_\_\_\_\_

Difference between existing grade and proposed finish grade: North \_\_\_\_\_ South \_\_\_\_\_ East \_\_\_\_\_ West \_\_\_\_\_  
 Height of ridge above final finish grade: North \_\_\_\_\_ South \_\_\_\_\_ East \_\_\_\_\_ West \_\_\_\_\_

Additional Remarks: REVISIONS  
 (describe) 2. South Elevation SALTWATER INCREASED pool by RANDOM  
 3. West Elevation BLUESTONE PATIO & LARGE PLANT  
 4. North Elevation SCREENING  
 Historic Name: \_\_\_\_\_  
 Original Date: \_\_\_\_\_  
 Original Builder: \_\_\_\_\_  
 \*Cloud on drawings and submit photographs of existing elevations.

## **DETAIL OF WORK TO BE PERFORMED**

Foundation: Height Exposed \_\_\_\_\_ ☐ Block ☐ Block Parged ☐ Brick (type) \_\_\_\_\_ ☐ Poured Concrete ☐ Piers  
 Masonry Chimney: ☐ Block Parged ☐ Brick (type) \_\_\_\_\_ ☐ Other \_\_\_\_\_  
 Roof Pitch: Main Mass \_\_\_\_\_/12 Secondary Mass \_\_\_\_\_/12 Dormer \_\_\_\_\_/12 Other \_\_\_\_\_  
 Roofing material: ☐ Asphalt ☐ 3-Tab ☐ Architectural  
☐ Wood (Type: Red Cedar, White Cedar, Shakes, etc.) \_\_\_\_\_  
 Fence: Height: 3'0  
 Type: TYP 2  
 Length: 24'

Skylights (flat only): Manufacturer \_\_\_\_\_ Rough Opening \_\_\_\_\_ Size \_\_\_\_\_ Location \_\_\_\_\_  
 Manufacturer \_\_\_\_\_ Rough Opening \_\_\_\_\_ Size \_\_\_\_\_ Location \_\_\_\_\_

Gutters: ☐ Wood ☐ Aluminum ☐ Copper ☐ Leaders (material) \_\_\_\_\_

Leaders (material and size): \_\_\_\_\_

Sidewall: ☐ White cedar shingles \_\_\_\_\_ ☐ Clapboard (exposure: \_\_\_\_\_ inches) Front ☐ Side

☐ Other \_\_\_\_\_

Trim: A. Wood ☐ Pine ☐ Redwood ☐ Cedar ☐ Other \_\_\_\_\_

B. Treatment ☐ Paint ☐ Natural to weather ☐ Other \_\_\_\_\_

C. Dimensions: Fascia \_\_\_\_\_ Rake \_\_\_\_\_ Soffit (Overhang) \_\_\_\_\_ Corner boards \_\_\_\_\_ Frieze \_\_\_\_\_  
 Window Casing \_\_\_\_\_ Door Frame \_\_\_\_\_ Columns/Posts: Round \_\_\_\_\_ Square \_\_\_\_\_

Windows\*: ☐ Double Hung ☐ Casement ☐ All Wood ☐ Other \_\_\_\_\_  
☐ True Divided Lights (muntins), single pane ☐ SDL's (Simulated Divided Lights) Manufacturer \_\_\_\_\_

Doors\* (type and material): ☐ TDL ☐ SDL Front \_\_\_\_\_ Rear \_\_\_\_\_ Side \_\_\_\_\_

Garage Door(s): Type \_\_\_\_\_ Material \_\_\_\_\_

Hardscape materials: Driveways \_\_\_\_\_ Walkways \_\_\_\_\_ Walls \_\_\_\_\_

\* Note: Complete door and window schedules are required.

## **COLORS**

Sidewall \_\_\_\_\_ Clapboard (if applicable) \_\_\_\_\_ Roof \_\_\_\_\_  
 Trim \_\_\_\_\_ Sash \_\_\_\_\_ Doors \_\_\_\_\_  
 Deck \_\_\_\_\_ Foundation \_\_\_\_\_ Fence \_\_\_\_\_ Shutters \_\_\_\_\_

\* Attach manufacturer's color samples if color is not from HDC approval list.

I hereby authorize the agent named above to act on my behalf to make changes in the specifications or the plans contained in this application in order to bring the application into compliance with the HDC guidelines. I hereby agree to abide by and comply with the terms and conditions of this application. I hereby agree that the submission of any revisions to this application will initiate a new sixty-day review period.

Date: 1/12/2022 Signature of owner of record \_\_\_\_\_ Signed under penalties of perjury \_\_\_\_\_

# CORRESPONDENCE FROM STAFF

## Adrian Rodriguez

---

**From:** Adrian Rodriguez  
**Sent:** Thursday, December 9, 2021 10:31 AM  
**To:** 'Stephen Theroux'  
**Cc:** Esmeralda Martinez  
**Subject:** HDC EXTENSION FOR 9 MAINE AVE. FOR "POOL"  
**Attachments:** JUNE 30 2022 HDC Extension Form act on date DEC 31 2021.pdf

Hello,

**\*\*Please note: The attached is a fillable sheet and is an acceptable method of signing these extensions.**

This message is to inform you that your application(s) listed below will soon reach the 60-day deadline for applicant action. If you wish to extend the application to allow more time to submit revised plans or if you just recently submitted revised plans, please sign and return the attached extension form (one for each project). Alternatively you can withdraw the listed project(s) by indicating that you would like to do so in a response. If the extension form is not signed and returned, the project will be denied without prejudice due to lack of response.

- 9 MAINE AVE. FOR "POOL"

*Adrian Rodriguez*

PLUS Administrative Specialist

[arodriguez@nantucket-ma.gov](mailto:arodriguez@nantucket-ma.gov)

Town of Nantucket  
Planning & Land Use Services  
2 Fairgrounds Road  
Nantucket, MA 02554

Tel: 508-325-7587 X 7064

Fax: 508-325-5346

[www.nantucket-ma.gov](http://www.nantucket-ma.gov)



## Adrian Rodriguez

---

**From:** Adrian Rodriguez  
**Sent:** Thursday, December 23, 2021 10:21 AM  
**To:** 'Stephen Theroux'  
**Cc:** Esmeralda Martinez  
**Subject:** HDC EXTENSION FOR 9 MAINE AVE. FOR "POOL"  
**Attachments:** JUNE 30 2022 HDC Extension Form act on date DEC 31 2021.pdf

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- 9 MAINE AVE. FOR "POOL"

*Adrian Rodriguez*

PLUS Administrative Specialist

[arodriguez@nantucket-ma.gov](mailto:arodriguez@nantucket-ma.gov)

Town of Nantucket  
Planning & Land Use Services  
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Nantucket, MA 02554

Tel: 508-325-7587 X 7064

Fax: 508-325-5346

[www.nantucket-ma.gov](http://www.nantucket-ma.gov)



## Adrian Rodriguez

---

**From:** Adrian Rodriguez  
**Sent:** Thursday, December 30, 2021 11:18 AM  
**To:** 'Stephen Theroux'  
**Subject:** HDC EXTENSION FOR 9 MAINE AVE. FOR "POOL"  
**Attachments:** JUNE 30 2022 HDC Extension Form act on date DEC 31 2021.pdf

Hello,

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- 9 MAINE AVE. FOR "POOL"

*Adrian Rodriguez*

PLUS Administrative Specialist

[arodriguez@nantucket-ma.gov](mailto:arodriguez@nantucket-ma.gov)

Town of Nantucket  
Planning & Land Use Services  
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Nantucket, MA 02554

Tel: 508-325-7587 X 7064

Fax: 508-325-5346

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# Planning and Land Use Services (PLUS) HISTORIC DISTRICT COMMISSION

Established 1955

2 Fairgrounds Road  
Nantucket, Massachusetts 02554

Telephone: 508.325.7587

## COMMISSIONERS

Ray Pohl  
Chair

Diane Coombs  
Vice Chair

Abigail Camp

Val Oliver

John McLaughlin

## ASSOCIATE COMMISSIONERS

Stephen Welch

Jesse Dutra

Carrie Thornewill

## STAFF

Cathy Flynn  
Land Use Specialist  
cflynn@nantucket-ma.gov

## EXTENSION AGREEMENT

Date Signed: 5/1/2021

Map: 60.3.1 Parcel 425

Address of Property: 9 MAINE AVE

Applicant(s)/Owner(s)/Representative(s) Name:

Mr. Charles Schwarzappel owner

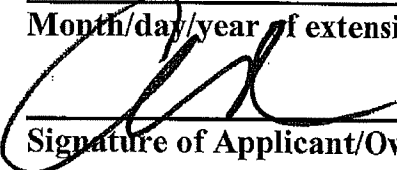
Stephen Theroux MAG

Scope of Work: Pool

A voluntary extension of the Nantucket Historic District Commission's ("HDC") action deadline on the above noted Application has been granted to the HDC by the above named Applicant(s)/Owner(s)/Representative(s) up to and including the following date:

August 31, 2021

Month/day/year of extension termination

  
Signature of Applicant/Owner/Representative

Stephen Theroux  
Please print name of signatory



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Established 1955

2 Fairgrounds Road

Nantucket, Massachusetts 02554

Telephone: 508.325.7587

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Ray Pohl  
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Diane Coombs  
Vice Chair

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Val Oliver

John McLaughlin

## ASSOCIATE COMMISSIONERS

Stephen Welch

Jesse Dutra

Carrie Thornewill

## STAFF

Cathy Flynn  
Land Use Specialist  
cflynn@nantucket-ma.gov

## EXTENSION AGREEMENT

Date Signed: 3/15/2021

Map: 60-3.1 Parcel 425

Address of Property: 9 Maine Ave

Applicant(s)/Owner(s)/Representative(s) Name:

Stephen Therox

Scope of Work: pod & fence

A voluntary extension of the Nantucket Historic District Commission's ("HDC") action deadline on the above noted Application has been granted to the HDC by the above named Applicant(s)/Owner(s)/Representative(s) up to and including the following date:

May 20, 2021  
Month/day/year of extension termination

Signature of Applicant/Owner/Representative

Stephen Therox  
Please print name of signatory



# Planning and Land Use Services (PLUS) HISTORIC DISTRICT COMMISSION

Established 1955

2 Fairgrounds Road  
Nantucket, Massachusetts 02554

Telephone: 508.325.7587

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Ray Pohl  
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## ASSOCIATE COMMISSIONERS

Stephen Welch

Jesse Dutra

Carrie Thornewill

## STAFF

Cathy Flynn  
Land Use Specialist  
cflynn@nantucket-ma.gov

## EXTENSION AGREEMENT

**Date Signed:** 8/16/2021

**Map:** 60.3.1 **Parcel** 425

**Address of Property:** 9 Maine Avenue

**Applicant(s)/Owner(s)/Representative(s) Name:**

Stephen Theroux NAG

**Scope of Work:** Proposed pool

**A voluntary extension of the Nantucket Historic District Commission's ("HDC") action deadline on the above noted Application has been granted to the HDC by the above named Applicant(s)/Owner(s)/Representative(s) up to and including the following date:**

December 31, 2021

**Month/day/year of extension termination**

**Signature of Applicant/Owner/Representative**

Stephen Theroux

**Please print name of signatory**



**Madaket Advisory Board Meeting Memorandum**

**HDC/MAB**

Date/Time 3/22/2021

60.3.1/425

To: Historic District Commission  
From: Madaket Advisory Board

**Members Present**

(X) Linda Williams- Chair (X) Brad Fleming (X) Tom Erichsen (R) Bruce Mandel (X) Robert Kucharavy  
Alternate: ( ) Mark Palmer

Applicant: Charles Schwarzapfel Address: 9 Maine Ave- Pool

**Historic information/known history**

(X) Non-Contributing ( ) Contributing ( ) Individually significant

**Comments**

( ) Incomplete application ( ) Historical information needed ( ) No Concerns ( ) Recommend View

( ) Does not meet guidelines **(X) Not appropriate** (As noted below)

**Recommendations:**

- Location of the lighting of the pool and the pool equipment
- Does not fit the character of Smith's Point, out of context for the neighborhood
- The visual impact of what has to be done to screen the pool
- Close proximity to Eel Skin Inn- historical character

**Public Comment**

Robert and Bonnie Havery, 6 Maine Ave - Suggested Screen from beach and NH Ave. Would like HDC to consider historic value of Eel Skin Inn.

Pat Catchpole, 8 Maine Ave- not in context with area, pool lighting a concern. Screening life span- Pool equipment location and pool lighting

Andrea Baier: represents homeowner at 19 NH Ave. lighting and pool equipment location.

**Motion on Recommendations:**

Motion to accept comments made by RK; Seconded by TE

4-1 Fleming, Erichsen, Kucharavy and Williams- aye//Mandel- Recused

CF



# Planning and Land Use Services (PLUS) HISTORIC DISTRICT COMMISSION

Established 1955

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## ASSOCIATE COMMISSIONERS

Stephen Welch

Jesse Dutra

Carrie Thornewill

## STAFF

Cathy Flynn  
Land Use Specialist  
cflynn@nantucket-ma.gov

## EXTENSION AGREEMENT

Date Signed: 1/8/2021

Map: 60.3.1 Parcel 425

Address of Property: 9 MAINE AVE

Applicant(s)/Owner(s)/Representative(s) Name:

Stephen D. Theroux NAG

Scope of Work: 12x24 PAD & PATIO

A voluntary extension of the Nantucket Historic District Commission's ("HDC") action deadline on the above noted Application has been granted to the HDC by the above named Applicant(s)/Owner(s)/Representative(s) up to and including the following date:

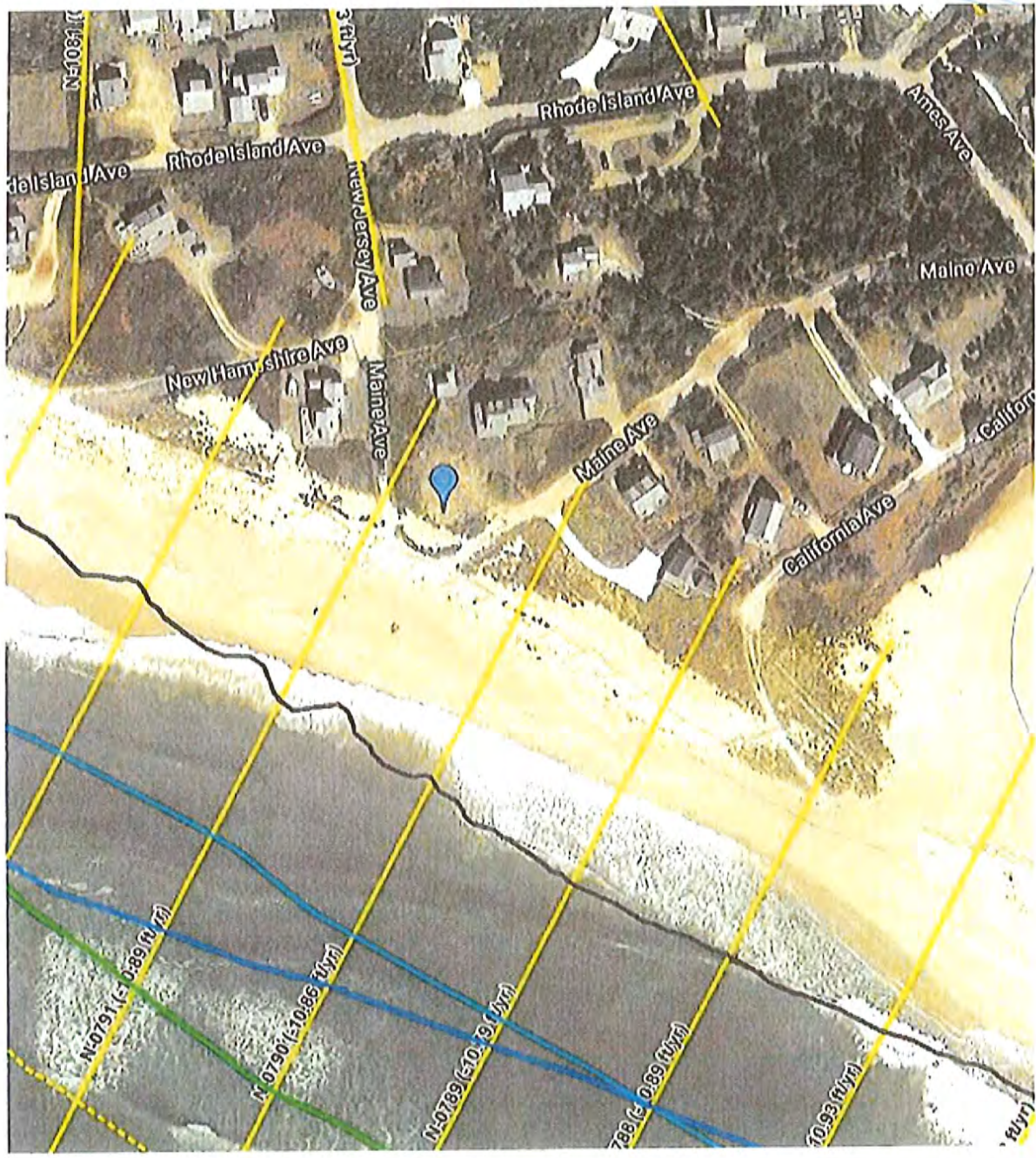
March 21, 2021

Month/day/year of extension termination

Signature of Applicant/Owner/Representative

Stephen D. Theroux  
Please print name of signatory

RECEIVED  
23 2020  
5y





# Historic District Commission

## OLD BUSINESS CHECKLIST



### Planning and Land Use Services

2 Fairgrounds Road, Nantucket, Ma 02554  
508-325-7587

This checklist **MUST** be submitted with your application.

\*Refer to the HDC Policies and Procedures for Applicants for further information link below:

<https://www.nantucket-ma.gov/DocumentCenter/View/28657/HDC-Policies-and-Procedures-for-Applicants-revised>

Failure to submit the required documents below for an Old Business meeting **MAY** result in delays.

|   |                                                                                                                                                                                                                                            |
|---|--------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| ✓ | <u>Sign in submission at Front Desk</u>                                                                                                                                                                                                    |
|   | <u>HDC case number:</u> (ex HDC2020-xx-xxxx), if applicable<br><div style="text-align: right;">05-0895      <b>10-2033</b></div>                                                                                                           |
| ✓ | <u>Copy of Minutes</u> (application item circled)                                                                                                                                                                                          |
| ✓ | <u>Reduced (8 1/2 x 11) copy of application</u>                                                                                                                                                                                            |
| ✓ | <u>Locus Map:</u> 4 copies: <a href="https://www.nantucket-ma.gov/151/GIS-Maps">https://www.nantucket-ma.gov/151/GIS-Maps</a>                                                                                                              |
| ✓ | Four (4) copies of additional information requested by Commission- if applicable (i.e. pictures, FEMA flood Certificate, etc.)                                                                                                             |
| ✓ | Four (4) Large sets of plans <b>at 3/16" or 1/4" scale</b> (circle all that apply)<br>a. Site Plan<br>b. North Elevation<br>c. South Elevation<br>d. East Elevation<br>e. West Elevation<br>f. Window/Door Schedule                        |
| ✓ | <u>One set reduced plans:</u> 8 1/2 x 11                                                                                                                                                                                                   |
| ✓ | <u>Electronic Submission:</u> Each of the foregoing documents (including this checklist) <b>MUST BE</b> scanned to a single PDF file and emailed to <a href="mailto:hdcsubmissions@nantucket-ma.gov">hdcsubmissions@nantucket-ma.gov</a> . |
|   | <u>Signed Affidavit:</u> see reverse side                                                                                                                                                                                                  |



**III. CONSENT WITH CONDITIONS**

|                | <u>Property owner name</u>                                            | <u>Street Address</u>     | <u>Scope of work</u>    | <u>Map/Parcel</u> | <u>Agent</u>          |
|----------------|-----------------------------------------------------------------------|---------------------------|-------------------------|-------------------|-----------------------|
| 1.             | 59 Bartlett Road, LLC 01-2663                                         | 59 Bartlett Road          | Driveway/ramp           | 66/99.1           | Linda Williams        |
|                | • Due to minimal visibility                                           |                           |                         |                   |                       |
| 2.             | Sig Heller 01-2658                                                    | 17 Margaret's Way         | Rev 44884; pool autocvr | 20/65             | Linda Williams        |
|                | • Pool must not be visible at time of inspection and in perpetuity    |                           |                         |                   |                       |
| 3.             | Joseph Kelly 01-2657                                                  | 4 Hollister Road          | Shed                    | 92.4/275          | Linda Williams        |
|                | • Due to lack of visibility                                           |                           |                         |                   |                       |
| 4.             | Paula Barth 01-2659                                                   | 18 Gardner Street         | Expd deck 53sf/dr chg   | 42.3.4/81         | Chuck Lenhart/SCI     |
|                | • Due to lack of visibility                                           |                           |                         |                   |                       |
| 5.             | John Manera 01-2656                                                   | 5 Bartlett Road (portion) | New dwelling            | 55/102.3          | Linda Williams        |
|                | • Remove capitals and plinths and keep railing/balusters              |                           |                         |                   |                       |
| Voting         | Pohl, Coombs, McLaughlin, Camp, Oliver                                |                           |                         |                   |                       |
| Alternates     | Welch, Thornewill                                                     |                           |                         |                   |                       |
| Recused        | None                                                                  |                           |                         |                   |                       |
| Documentation  | None                                                                  |                           |                         |                   |                       |
| Representing   | None                                                                  |                           |                         |                   |                       |
| Sign Advisory  | None                                                                  |                           |                         |                   |                       |
| Concerns       | No additional concerns.                                               |                           |                         |                   |                       |
| Motion         | <b>Motion to Approve through staff per noted conditions. (Coombs)</b> |                           |                         |                   |                       |
| Roll-call Vote | Carried 5-0//Camp, Oliver, McLaughlin, Coombs, and Pohl-aye           |                           |                         | Certificate #     | HDC2021-01-(as noted) |

**IV. NEW BUSINESS**

|                 | <u>Property owner name</u>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                   | <u>Street Address</u> | <u>Scope of work</u> | <u>Map/Parcel</u> | <u>Agent</u> |
|-----------------|--------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|-----------------------|----------------------|-------------------|--------------|
| 1.              | Charles Schwarzapfel 10-2033                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                 | 9 Maine Avenue        | Pool                 | 60.3.1/425        | NAG          |
| Voting          | Pohl, Coombs, McLaughlin, Camp, Oliver                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                       |                       |                      |                   |              |
| Alternates      | Welch, Thornewill                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                            |                       |                      |                   |              |
| Recused         | None                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                         |                       |                      |                   |              |
| Documentation   | Landscape design plans, site plan, photos, correspondence, and advisory comments.                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                            |                       |                      |                   |              |
| Representing    | Steve Theroux, Nantucket Architectural Group                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                 |                       |                      |                   |              |
| Public          | None                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                         |                       |                      |                   |              |
| Concerns (5:30) | <p><b>Theroux</b> – Presented project; stated comments by the abutters are not within HDC purview; 36" retaining wall was excluded; abutter on Rhode Island Avenue has a 4-foot vegetated berm. The MAB is made up of 5 Madaket residents who don't want a pool and feels it makes no sense for this to go back to them. Asked for a denial.</p> <p>Discussing where this lot is located and possible exposure to abutting roads.</p> <p><b>Backus</b> – Read MAB comments; not in favor of the pool in this location; viewing is critical to any approval of a pool in this location; once across Millie's Bridge, this area is very different from the rest of Madaket; need to know where equipment is going. Eel Skin is circa 1868. Read letters of concern from abutters: not in context with the neighborhood whatsoever; any new plantings would create an unnatural landscape; would be within viewshed; no protection for vegetative screening on this coastal plain; berming is completely inappropriate in this flat landscape.</p> <p><b>Flynn</b> – Mr. Theroux issued plans based upon MAB comments; MAB has not seen those revisions. There is another letter from Peter Holmes. During the MAB meeting, Ms. Williams reiterated HDC's purview is from a publicly travelled way.</p> <p><b>Coombs</b> – Asked if this has gone to ConCom (outside their jurisdiction). HDC is concerned about keeping an area conducive to what has been there. To allow a pool to go in where it cannot be adequately screened is irresponsible. This is not a project that fulfills our mission.</p> <p><b>Oliver</b> – Agrees with Ms. Coombs; this is the same as pools in Cisco. It will affect the aesthetic and quality of the environment. This is a beach seascape with informality, which is what draws people there. It will not blend in and be intrusive to the landscape or this historic structure. If we deny this, they will appeal to the Select Board.</p> <p><b>McLaughlin</b> – He doesn't think there should be any problem.</p> <p><b>Camp</b> – She drove out there today. This is the most relaxed, laid-back area of the Island and really just a dune. This is different from anyplace on the Island. Allowing a pool there would take away from its character.</p> <p><b>Pohl</b> – His thoughts are similar to what's been said. Clearly there is a lot of shifting sand and landscape. It is hugely important to keep it informal. He thinks the revisions should go back to MAB. It would be foolish to issue a denial on the first hearing; we should ask for revisions.</p> |                       |                      |                   |              |
| Motion          | <b>Motion to Hold for revisions and to go back to MAB. (Camp)</b>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                            |                       |                      |                   |              |
| Roll-call Vote  | Carried 5-0//Oliver, Coombs, McLaughlin, Camp, and Pohl-aye                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                  |                       |                      | Certificate #     |              |



# HISTORIC DISTRICT COMMISSION

2 Fairgrounds Road  
Nantucket, Massachusetts 02554

Telephone: 508.325.7587  
Email: [hdcsubmissions@nantucket-ma.gov](mailto:hdcsubmissions@nantucket-ma.gov)

## COMMISSIONERS

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Chairman

Diane Coombs  
Vice-Chairman

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## ASSOCIATE COMMISSIONERS

Stephen Welch

TJ Watterson

Jesse Dutra

## STAFF

Cathy Flynn  
Land Use Specialist  
[cflynn@nantucket-ma.gov](mailto:cflynn@nantucket-ma.gov)

## Waiver of the HDC 10 Day Hearing Requirement

I Stephen Theroux  
AS AGENT FOR Charles Schwarzappel  
STREET ADDRESS 9 MAINE AVE  
MAP/PARCEL 60.3.1 425

UNDERSTAND THAT THE ABOVE REFERENCED APPLICATION SUBMITTED ON  
3/9/2021

WILL NOT BE REVIEWED BY THE HISTORIC DISTRICT COMMISSION, DUE TO THE  
COVID-19 PANDEMIC, WITHIN THE 10 DAY PERIOD AS REQUIRED BY:

**SECTION 8 of the HDC enabling legislation: ... The Commission shall meet  
within ten (10) days of the receipt of an application for a certificate of  
appropriateness or permit for removal...**

AND I AGREE TO A WAIVER OF THE ABOVE MENTIONED REQUIREMENT.

 3/9/2021  
Signature Date



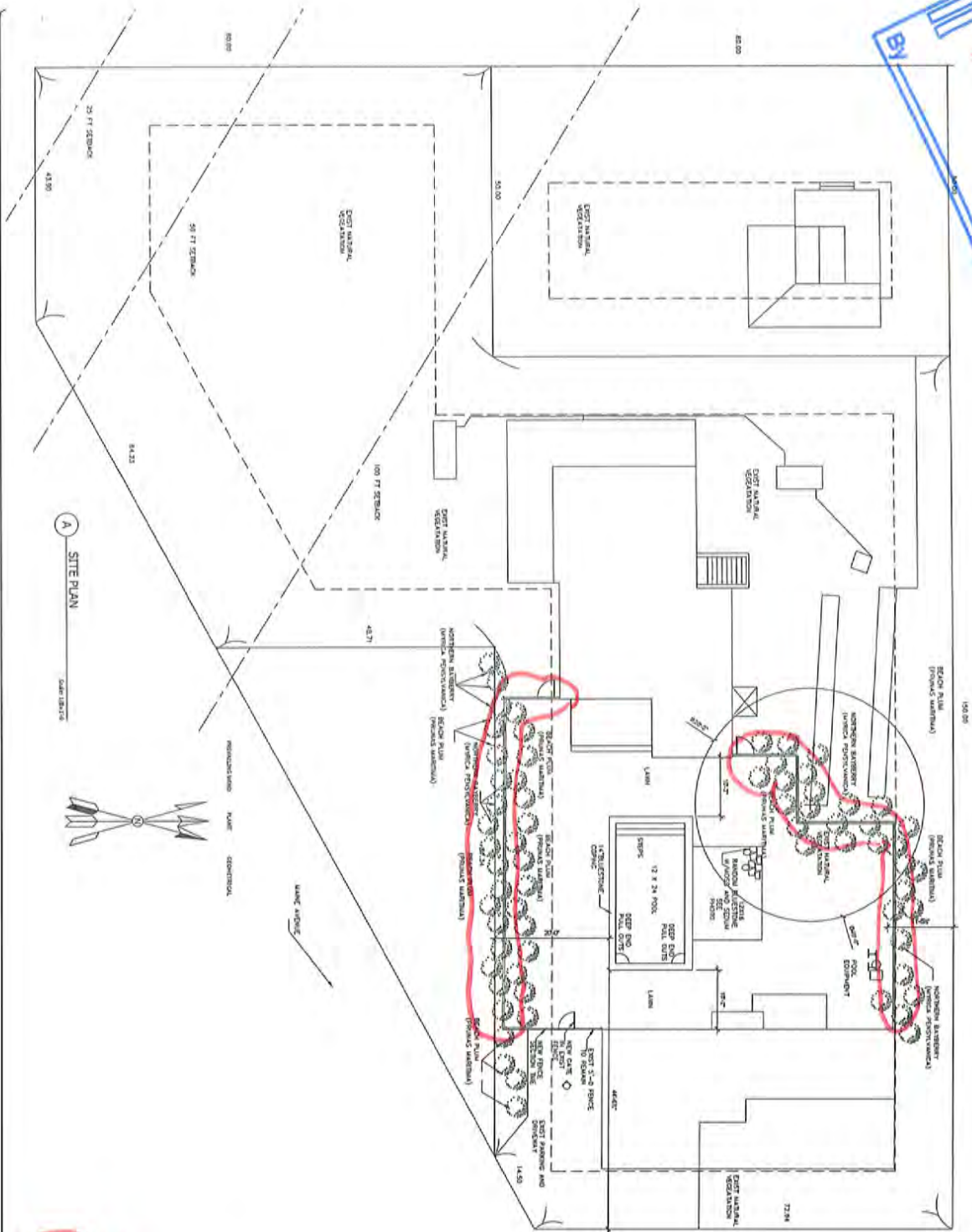
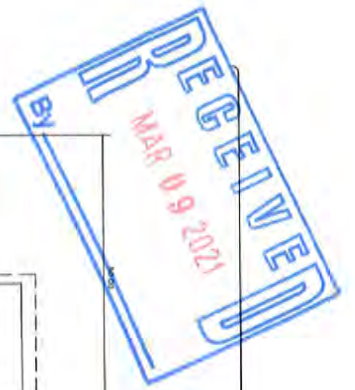
|             |                        |
|-------------|------------------------|
| Property ID | 60.3.1 425             |
| Location    | 9 MAINE AV             |
| Owner       | SCHWARZAPFEL CHARLES R |



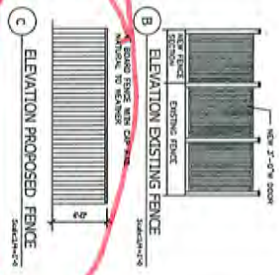
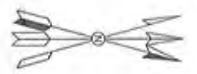
MAP FOR REFERENCE ONLY  
NOT A LEGAL DOCUMENT

Town and County of Nantucket, MA makes no claims and no warranties, expressed or implied, concerning the validity or accuracy of the GIS data presented on this map.

Geometry updated 11/13/2018  
Data updated 11/19/2018



A SITE PLAN



B ELEVATION EXISTING FENCE

C ELEVATION PROPOSED FENCE

|                                                                                                             |               |
|-------------------------------------------------------------------------------------------------------------|---------------|
| PLAN                                                                                                        | NO. 1000000   |
|                                                                                                             | BLDG. 1000000 |
|                                                                                                             | BLDG. 1000000 |
|                                                                                                             | BLDG. 1000000 |
|                                                                                                             | BLDG. 1000000 |
| SHED RENOVATION FOR:<br>CHARLES AND PATRICIA SCHWARZAPFEL<br>9 MAINE AVENUE NANTUCKET, MASSACHUSETTS, 02554 |               |

NANTUCKET ARCHITECTURE GROUP LTD.  
POST OFFICE BOX 1814  
NANTUCKET, MASSACHUSETTS, 02554  
TELEPHONE 508.228.5531  
WWW.NANTUCKETARCHITECTURE.COM



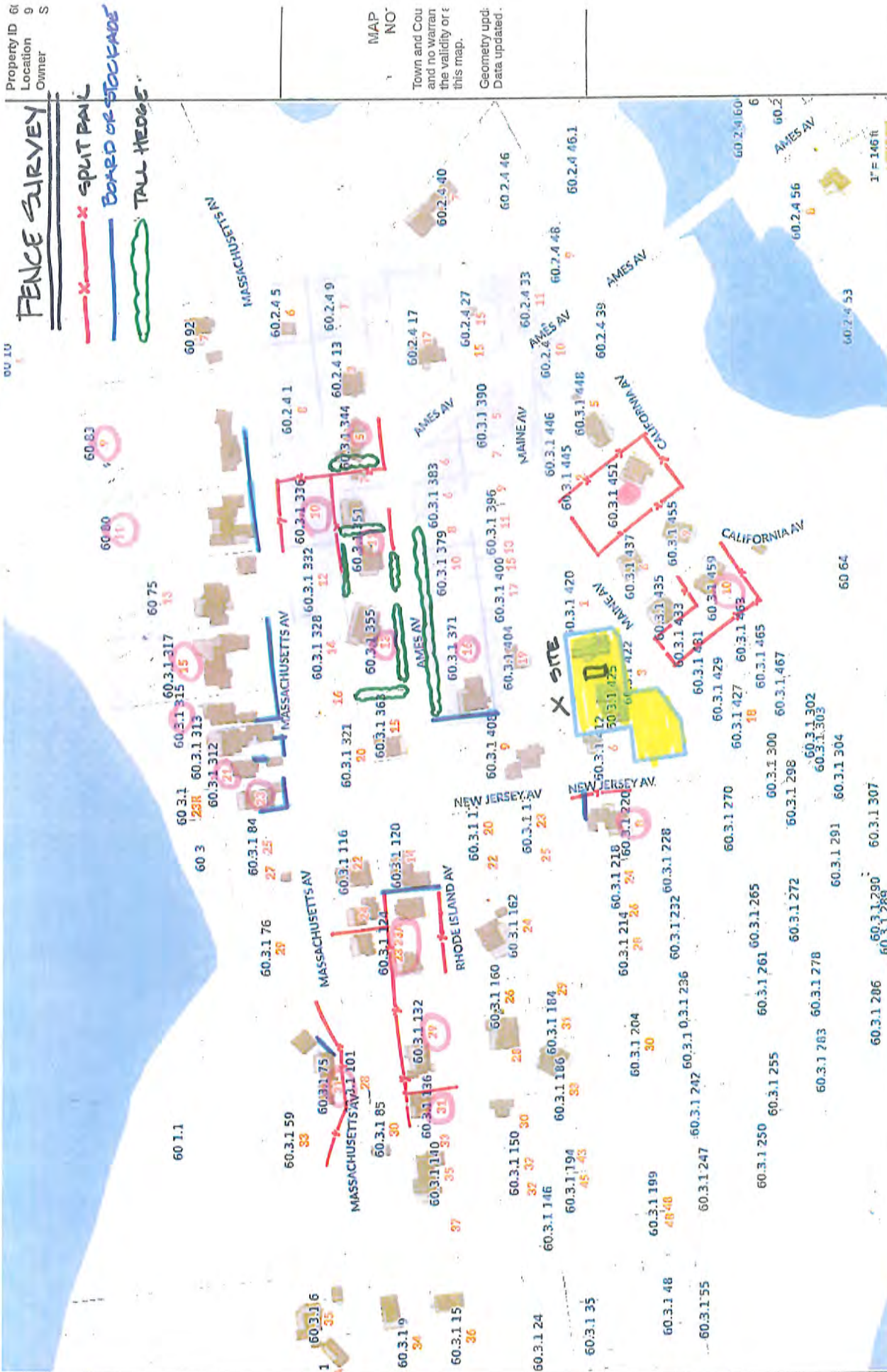
## FENCE SURVEY

 SPLIT PAIR  
 BOARD OR STC  
 TALL HEDGE

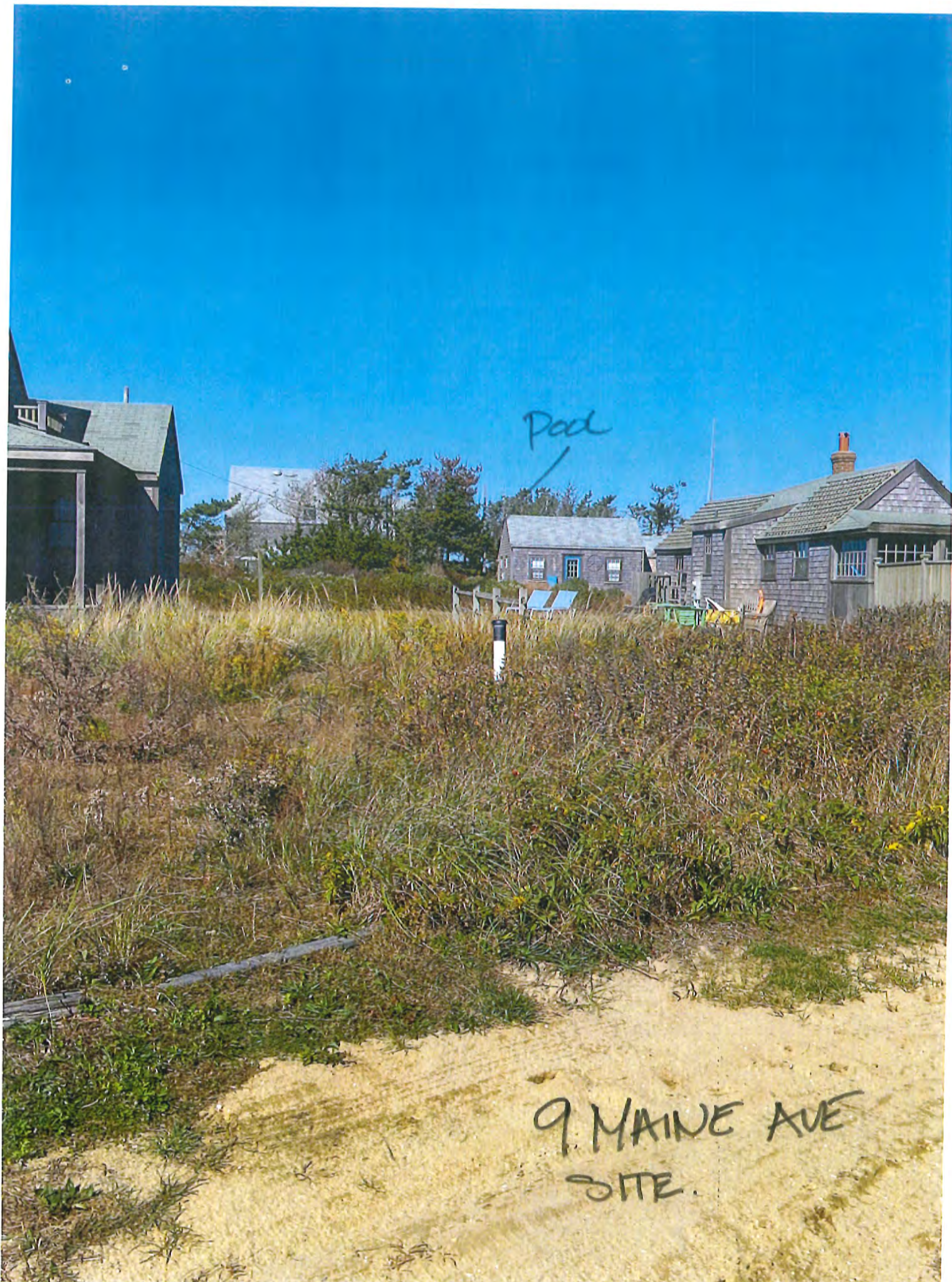
MAP NO.

Town and County and no warrant the validity of this map.

Geometry upd:  
Data updated.







Pool ✓

9 MAINE AVE  
SITE.





4 MAINE AVE  
SPUTT



4 MAINE AVE





#5 AMES AVE ~~SPLIT~~



~~#13~~ AMES AVE ~~SPLIT~~  
11





11 AMES AVE *SPLIT*



13 AMES AVE *SPLIT  
HEDGES*





16 ANES VIEWED FROM New Jersey Ave  
6 FT STOCKADE

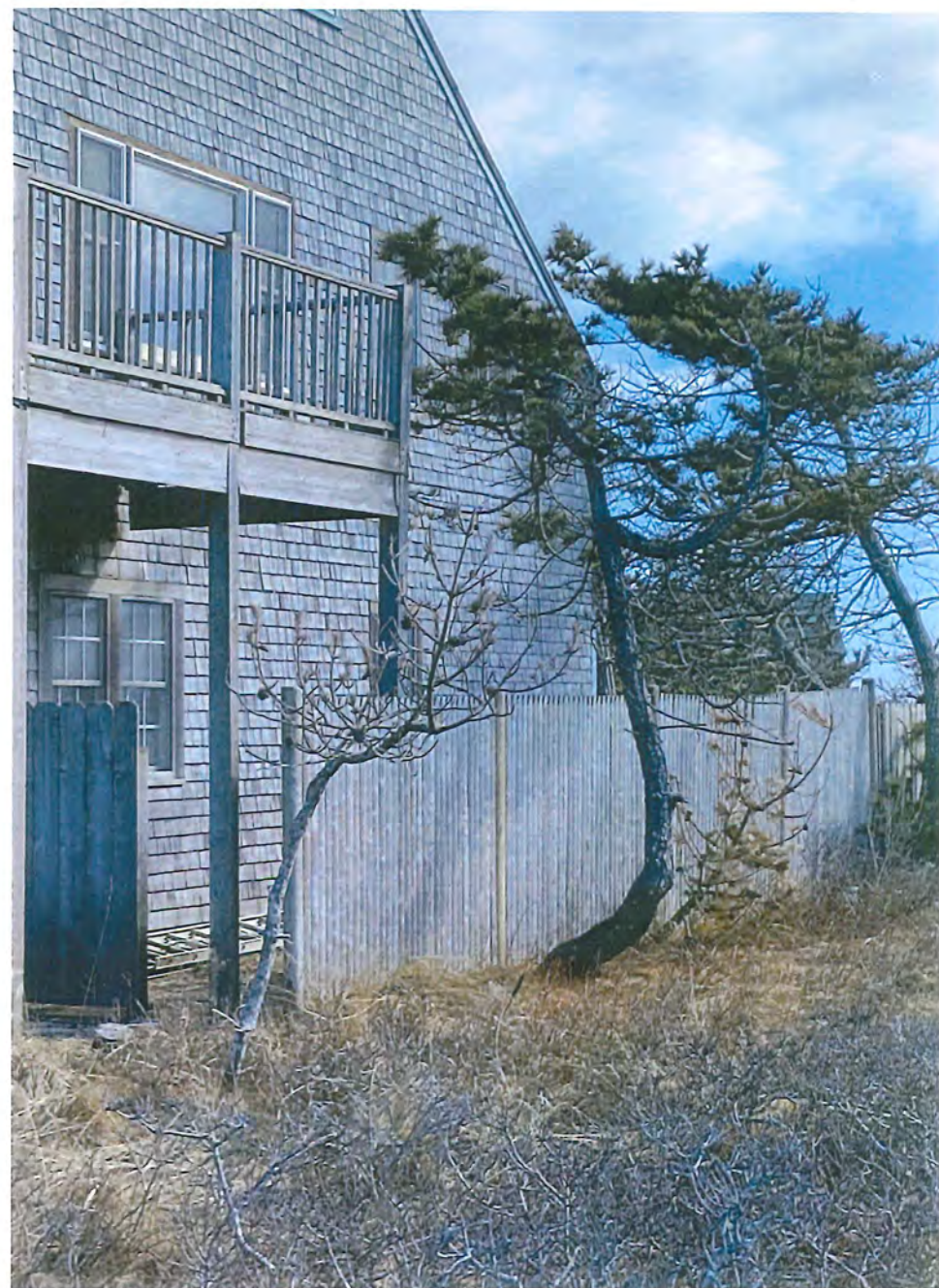


8 NEW Jersey Ave  
5 FT BOARD





16 AMES 4' Tall BURN w/ HEDGES



16 AMES AVE 6' FT STOCKADE



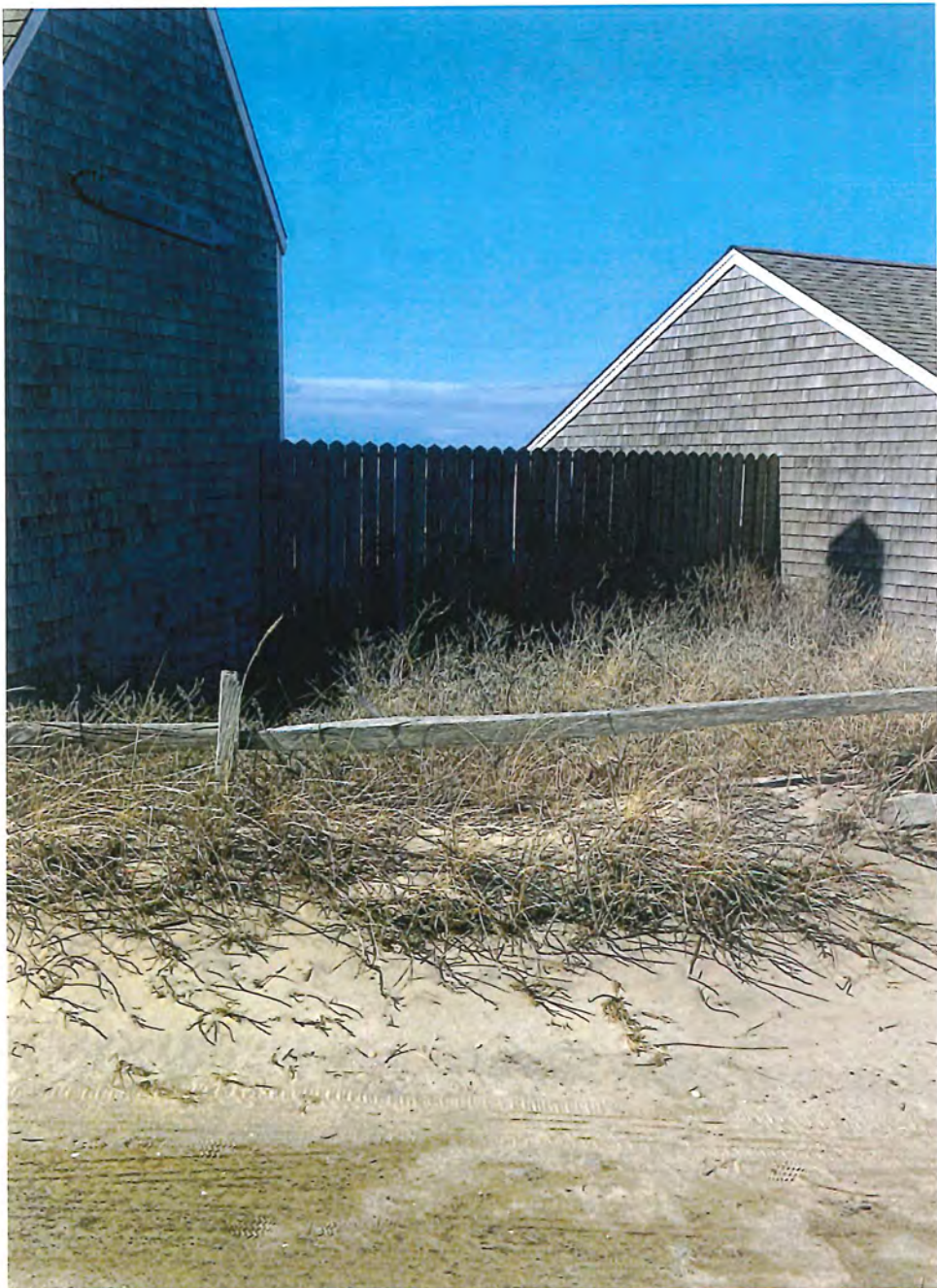


28 31 MASS AVE  
5 FT STOCKADE



31 MASS AVE SPLIT



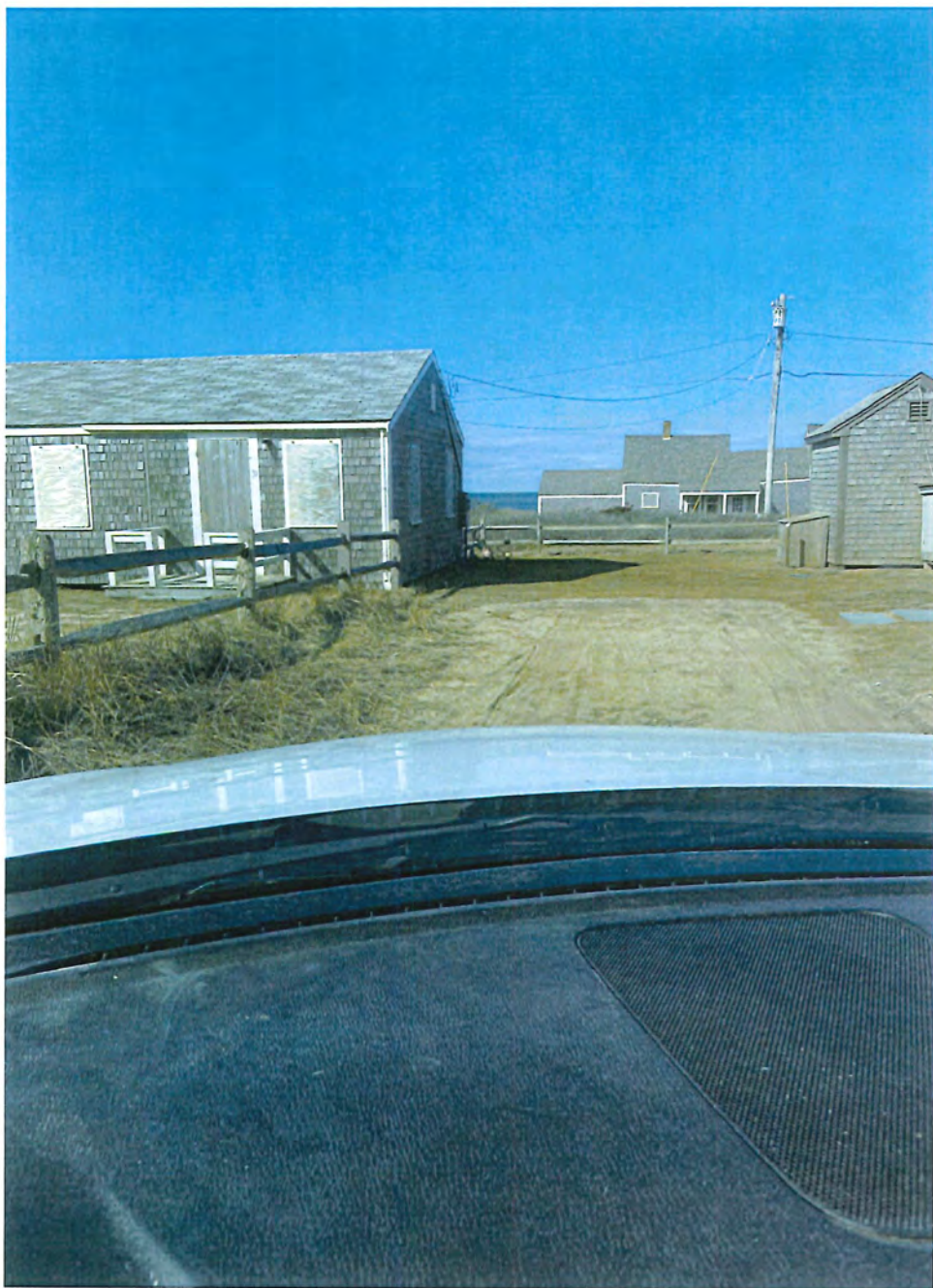


28 31 MASS AVE 6FT BOXED

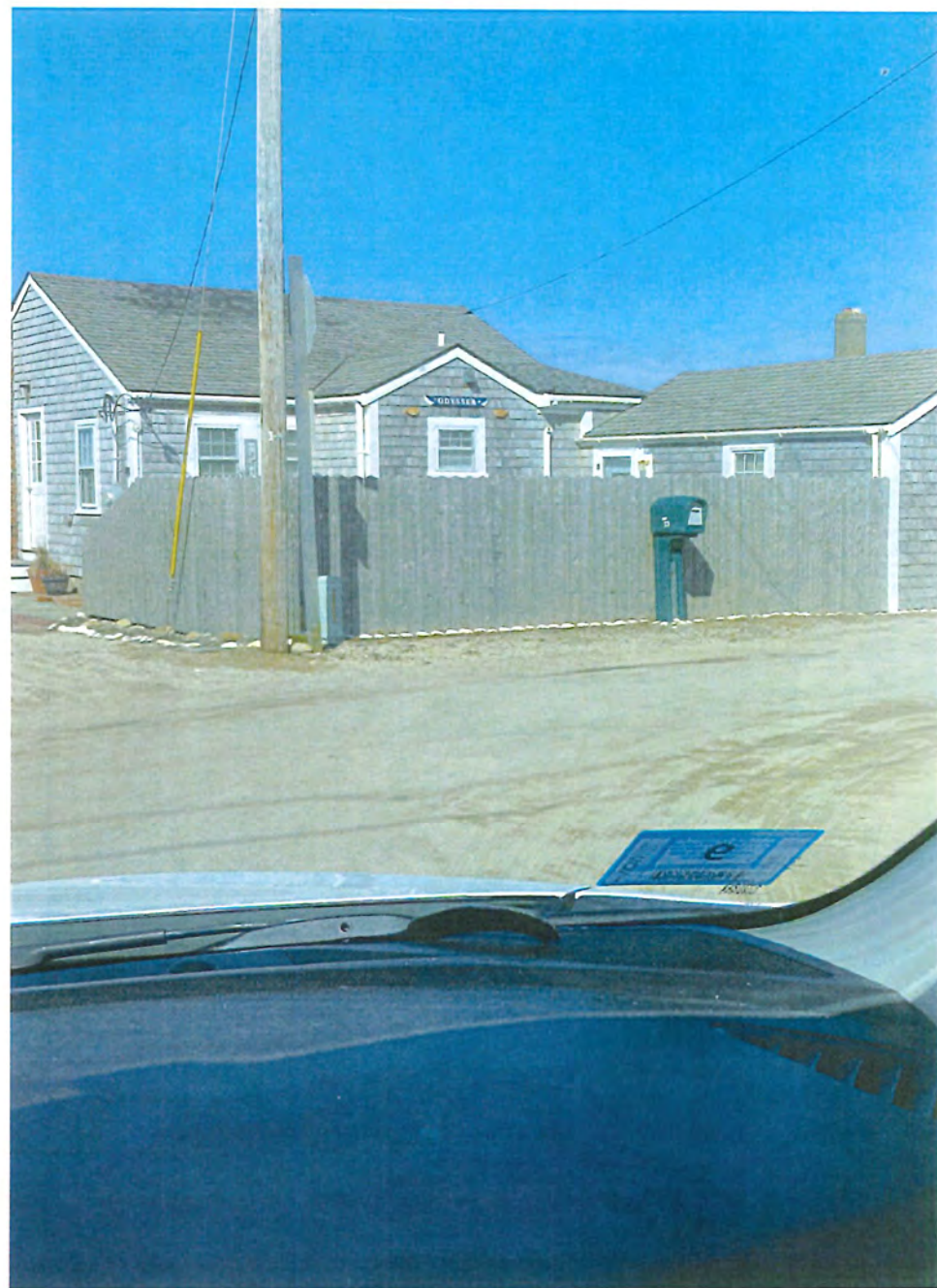


21 MASS AVE 5FT BOARD F





31 MASS AVE **SPLIT**



23 MASS. AVE **5' FT BOARD**





21 MASS AVE  
4 FT BOARD PICKET



1524 MASS AVE.  
4 FT BOARD CAP





15 MASS AVE. <sup>SPLIT</sup>



15 MASS AVE. <sup>216"</sup> BOARD





9 MASS AVE.  
310 PICKET



10 MASS. AVE. NEW  
SPLIT





11 MASS AVE 4FT PICKET



11 MASS AVE 2'-6 PICKET





Property Information

Property ID 60.2.4 63.1  
Location 345 MADAKET RD.  
Owner MADAKET MILK LLC

FILE COPY



MAP FOR REFERENCE ONLY  
NOT A LEGAL DOCUMENT

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Geometry updated 11/13/2018  
Data updated 11/19/2018

75' Long Pool  
345 MADAKET  
RD.

9





MAIN  
HOUSE

Pod

GUEST HOUSE



MAINE AVE





MAIN HOUSE



POOL

GUEST HOUSE





**Property Information**

Property ID 60.3.1.425  
 Location 9 MAINE AV  
 Owner SCHWARZAPFEL CHARLES R



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MADAKET  
ADVISORY BOARD  
MEMORANDUM



Madaket Advisory Board Meeting Memorandum

HDC/MAB

Date/Time 1/04/2021

MULTIPLE CONCERNS RK/TE

To: Historic District Commission

BRUCE MANDEL RECUSED

From: Madaket Advisory Board

**\*NOT IN FAVOR OF A POOL IN THIS LOCATION\***

Members Present

( X) Linda Williams- Chair ( X) Brad Fleming ( X) Tom Erichsen ( RECUSED) Bruce Mandel ( X) Robert Kucharav

Alternate: ( ) Mark Palmer ABSENT

Applicant CHARLES SCHWARZAPFEL Address 9 MAINE AVENUE

Historic information/known history Eel Skin was moved to this site to avoid erosion

( ) Non-Contributing ( ) Contributing ( ) Individually significant

Comments

( ) Incomplete application ( ) Historical information needed (X) CONCERNS ( ) Recommend View

**CONCERNS: MAB FEELS A VIEWING BY THE HDC IS CRITICAL PRIOR TO ANY APPROVAL – IT HAS TO BE SAID THAT ONCE YOUR CROSS MILLIE’S BRIDGE, THE ENVIRONMENT, STRUCTURES, SETTINGS, LANDSCAPE ARE TOTALLY DIFFERENT FROM MADAKET PROPER.**

- **\*There is no specific planting plan submitted with the application as should be nor is the location of the pool equipment shown on the plan on submission of the application, generally required by the HDC. This application should be held for complete planting details and location of the pool equipment and how that is supposed to be screened. The HDC should not have to come up with where equipment goes or what type of plantings should screen it. The applicant needs to provide that and a view from the street of proposed plan upon submission and not leave it up to the HDC to design it for them.**
- **Inappropriate location for a pool in important area of Madaket next to Eel Skin, one of the few remaining original structures on Smith’s Point other than (the area past the bridge). This is a sensitive area, with older structures and unique landscape. Of the 50 units on Smith’s Point, Fred Rogers and Eel Skin as the oldest historic/contributing structures and having a modern convenience such as a pool next to Eel Skin would not be appropriate.**



- It would be the only pool past the bridge in a wide-open outwash landscape, which is different than the area of Madaket on the other side of the bridge. Not in context with the neighborhood whatsoever. Screening would draw attention to the pool.
- Groundcover in that area is naturally low and indigenous close to the beach (beach grass and other rough vegetation), less than 2-3 feet in general, any new plantings would create an unnatural landscape barrier and draw the eye to it, particularly as it would be located right along Maine as the pool is close to Maine. It would also be in the view shed from other areas of Smith's Point towards the Ocean being proximate to the beach.
- In all likelihood nonindigenous and higher plants would not survive. There are a very few that have tried to create a more formal landscape scheme done by professional landscapers on Maine, and all have for the most part died. Any of the other few hedges on the Point are farther away from the beach, not directly impacted by ocean spray or protected by old cedar trees or other structures. Due to the location of this lot close to the coastal bank there is no such protection for any new plantings in a sandy soil. Should the nonindigenous plantings that provide screening die there would be no screening for the pool. In any event, any required natural screening would have to be indigenous and would likely be only 2-3 feet high and ultimately would not provide any sight protection from Maine Avenue.
- Berming to hide the pool and elevate plantings is completely inappropriate. There are no created berms on the Point. The landscape is flat and this lot is flat.
- A curved 36" rock retaining wall with cap to hold back the berm from Maine is close to Maine, is totally inappropriate and out of character with the neighborhood. No other walls appear on Smith's Point.
- In other areas of Madaket, the HDC has in the past considered what actions have to take place in order to screen a pool. Excessive screening/fencing creates an unnatural barrier and actually brings attention to the pool. In this open landscape it would certainly be out of place.
- Will need ZBA approval. Many of the objections expressed by members and the public in person at the MAB meeting and by letter, are not within the purview of the HDC and better left to be expressed at the ZBA meeting.
- Landscape disturbance will be extreme to install the pool and would likely erase what groundcover is there presently.
- There is no topo map, height of the berm, the schematic from Maine to show the berm, plantings as viewed from the road.

A letter from Pat Catchpole - 8 Maine Avenue, directly across the street – read into the record mentioned the quiet nature of the area, noise from pool is inappropriate, erosion, fragileness of the area, lights from a pool in a very dark skies positive area, steps from pristine beach, how are children protected from attractive nuisance, no pool fence, a fence would also be inappropriate. Area has remained relatively unchanged.

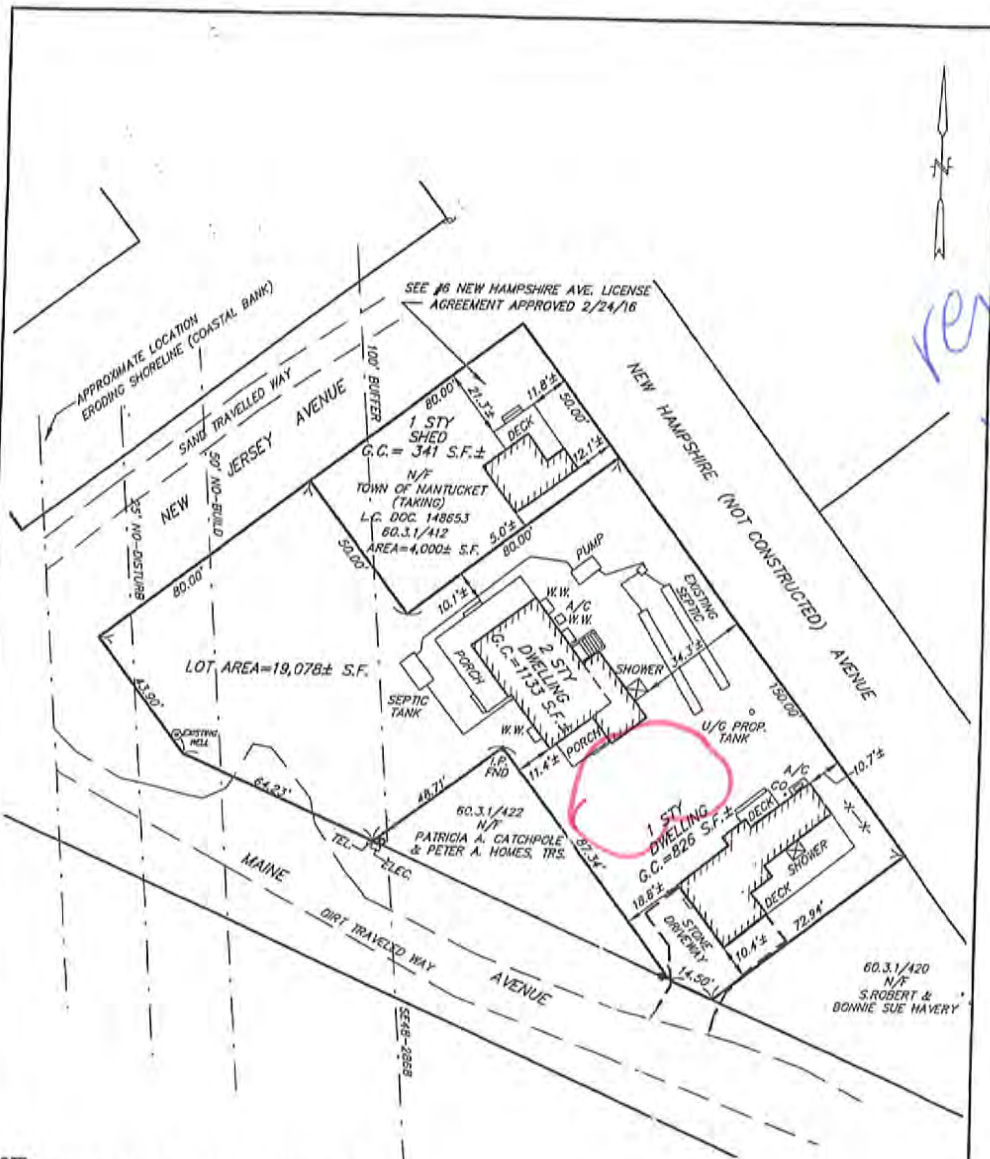
Bonnie and Bob Havery - 6 Maine 48 years, others have put in tall formal plantings all have died, some hedges on the Point on Rhode Island and Mass. Ave have distance from ocean and protected by some older cedars and houses, this is wide open so plantings here will not survive. Read letter into record. In ground pool completely out of character in the area, danger unfenced,



dangerous precedent. When visit site you can see the remnants of plantings that have died off and were done by professional landscapers and all died. Area by pool is still exposed to ocean.

Steve Murphy - 5 Rhode Island – 40 years, three winters ago water had encroached onto the lot, out of character with area, this is not like the rest of Madaket on the other side of the bridge, no security fence, old Eel skin house rented by multiple children. When HDC makes visit look at the limited growth above 2/3 feet and what it is and where it is. What is there is inadequate to cover the pool as close pool is to Maine Ave.





rev by  
mAB  
1/2/12

NOTE:  
LOT IS SUBJECT TO THE FOLLOWING DOCUMENTS:  
1) TOWN OF NANTUCKET ZONING BOARD OF APPEALS  
SPECIAL PERMIT L.C. DOC. #117530.  
2) SEE ORDER OF CONDITIONS SE48-2868,  
L.C. DOC. #151092.  
3) SEE GRANT OF EASEMENT TO NANTUCKET ELECTRIC  
COMPANY L.C. DOC. #151792.

LOT REZONED R-20 TO VR ARTICLE 20 STM 2009  
ZONING CLASSIFICATION  
DISTRICT: VR = VILLAGE RESIDENTIAL  
MINIMUM LOT SIZE = 20,000 Sq. FT.  
MINIMUM FRONTAGE = 100 FT.  
FRONT YARD SETBACK = 20 FT.  
REAR & SIDE LINE SETBACK = 10 FT.  
ALLOWABLE GROUND COVER RATIO = 10%  
EXISTING GROUND COVER RATIO = 10% (INCLUDING LICENSE AREA)

FOR PROPERTY LINE DETERMINATION THIS PLOT PLAN  
RELIES ON CURRENT DEEDS AND PLANS OF RECORD,  
VERIFIED BY FIELD MEASUREMENTS AS SHOWN HEREON.  
THIS PLAN IS NOT REPRESENTED TO BE A TITLE  
EXAMINATION OR A RECORDABLE SURVEY.

N.B. 340/79, 338/81, 414/9 & 424/72

AS-BUILT PLOT PLAN  
9 MAINE AVENUE  
IN  
NANTUCKET, MASSACHUSETTS  
SCALE: 1"=30' DATE: 12/17/18  
DEED REFERENCE: LC# 22,361  
PLAN REFERENCE: LCPL 2408-M  
ASSESSOR'S REFERENCE:  
MAP: 60.3.1 PARCEL: 425  
PREPARED FOR:  
DANIEL H. BATHON, JR.  
NANTUCKET SURVEYORS LLC  
5 WINDY WAY  
NANTUCKET, MA. 02554

COPYRIGHT BY NANTUCKET SURVEYORS LLC

N9409



|             |                  |
|-------------|------------------|
| Property ID | 60.2.4 63.1      |
| Location    | 345 MADAKET RD   |
| Owner       | MADAKET MILK LLC |



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Geometry updated 11/13/2018  
Data updated 11/19/2018

75' Long Pool  
345 MADAKET  
RD.



MAIN  
HOUSE

Pod

GUEST HOUSES



MAINE AVE





MAIN HOUSE



POOL



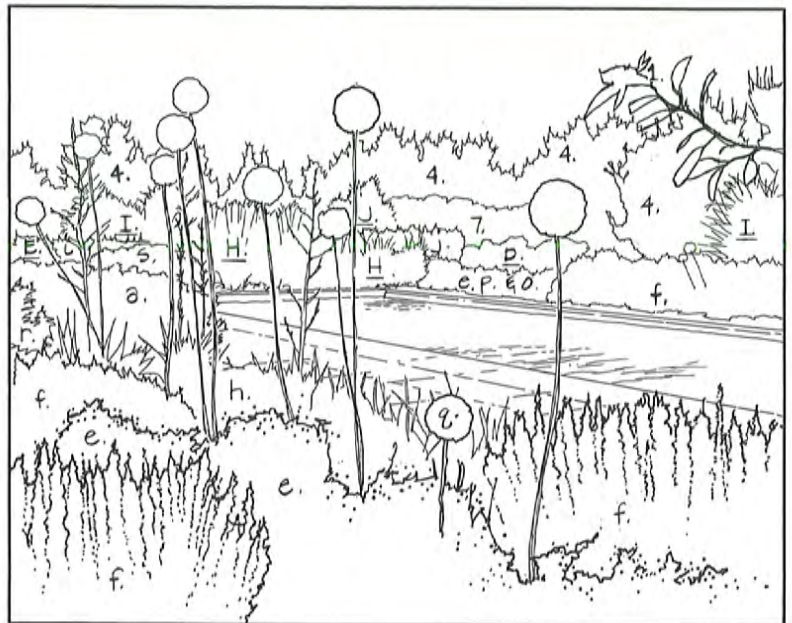
GUEST HOUSE





ily summer. Photograph by Michael McKinley.

BLUESTONE  
PATIO & Pool  
Coping







Stone Wall w/cap.





X  
reviewer  
by  
MAB  
not  
HPL  
resubmission  
new plans  
1/8/21

CERTIFICATE NO: \_\_\_\_\_

DATE ISSUED: \_\_\_\_\_

Application to the HISTORIC DISTRICT COMMISSION, Nantucket, Massachusetts, for a

# CERTIFICATE OF APPROPRIATENESS

for structural work.

All blanks must be filled in using BLUE OR BLACK INK (no pencil) or marked N/A.

**NOTE: It is strongly recommended that the applicant be familiar with the HDC guidelines, *Building with Nantucket in Mind*, prior to submittal of application. Please see other side for submittal requirements. Incomplete applications will not be reviewed by the HDC.**

This is a contractual agreement and must be filled out in ink. An application is hereby made for issuance of a Certificate of Appropriateness under Chapter 395 of the Acts and Resolves of Mass., 1970, for proposed work as described herein and on plans, drawings and photographs accompanying this application and made a part hereof by reference.

The certificate is valid for three years from date of issuance. No structure may differ from the approved application. Violation may impede issuance of Certificate of Occupancy.

## PROPERTY DESCRIPTION

TAX MAP N°: 603.1 PARCEL N°: 425  
 Street & Number of Proposed Work: 9 MAINE AVE  
 Owner of record: MR. CHARLES SCHWARZAPFEL  
 Mailing Address: 9 MAINE AVE  
NANTUCKET MA  
 Contact Phone #: \_\_\_\_\_ E-mail: \_\_\_\_\_

## AGENT INFORMATION (if applicable)

Name: KIAG  
 Mailing Address: PO BOX 1814  
NANTUCKET MA  
 Contact Phone #: 728-5031 E-mail: \_\_\_\_\_

## FOR OFFICE USE ONLY

Date application received: \_\_\_\_\_ Fee Paid: \$ \_\_\_\_\_  
 Must be acted on by: \_\_\_\_\_  
 Extended to: \_\_\_\_\_  
 Approved: \_\_\_\_\_ Disapproved: \_\_\_\_\_  
 Chairman: \_\_\_\_\_  
 Member: \_\_\_\_\_  
 Member: \_\_\_\_\_  
 Member: \_\_\_\_\_  
 Member: \_\_\_\_\_  
 Notes - Comments - Restrictions - Conditions

## DESCRIPTION OF WORK TO BE PERFORMED

See reverse for required documentation.

☐ New Dwelling ☐ Addition ☐ Garage ☐ Driveway/Apron ☐ Commercial ☐ Historical Renovation ☐ Deck/Patio ☐ Steps ☐ Shed  
☐ Color Change ☐ Fence ☐ Gate ☐ Hardscaping ☐ Move Building ☐ Demolition ☐ Revisions to previous Cert. No.

☒ Pool (Zoning District 12) ☐ Roof ☐ Other \_\_\_\_\_  
 Size of Structure or Addition: Length: 24 Sq. Footage 1st floor: 280 Decks/Patio: Size: \_\_\_\_\_ ☐ 1st floor ☐ 2nd floor  
 Width: 12 Sq. footage 2nd floor: \_\_\_\_\_ Size: \_\_\_\_\_ ☐ 1st floor ☐ 2nd floor  
 Sq. footage 3rd floor: \_\_\_\_\_

Difference between existing grade and proposed finish grade: North \_\_\_\_\_ South \_\_\_\_\_ East \_\_\_\_\_ West \_\_\_\_\_

Height of ridge above final finish grade: North \_\_\_\_\_ South \_\_\_\_\_ East \_\_\_\_\_ West \_\_\_\_\_

## Additional Remarks

REVISIONS:  
 (describe) 1. East Elevation \_\_\_\_\_  
 2. South Elevation SALT WATER INCREASED POOL w/ RANDOM  
 3. West Elevation BLUE STONE PATIO & NATIVE PLANT  
 4. North Elevation SCREENING

\*Cloud on drawings and submit photographs of existing elevations.

## DETAIL OF WORK TO BE PERFORMED

Foundation: Height Exposed \_\_\_\_\_ ☐ Block ☐ Block Parged ☐ Brick (type) \_\_\_\_\_ ☐ Poured Concrete ☐ Piers  
 Masonry Chimney: ☐ Block Parged ☐ Brick (type) \_\_\_\_\_ ☐ Other \_\_\_\_\_  
 Roof Pitch: Main Mass \_\_\_\_\_/12 Secondary Mass \_\_\_\_\_/12 Dormer \_\_\_\_\_/12 Other \_\_\_\_\_  
 Roofing material: ☐ Asphalt: ☐ 3-Tab ☐ Architectural  
☐ Wood (Type: Red Cedar, White Cedar, Shakes, etc.) \_\_\_\_\_

Fence: Height: 3'  
 Type: TWP. 2  
 Length: 24'

Skylights (flat only): Manufacturer \_\_\_\_\_ Rough Opening \_\_\_\_\_ Size \_\_\_\_\_ Location \_\_\_\_\_  
 Manufacturer \_\_\_\_\_ Rough Opening \_\_\_\_\_ Size \_\_\_\_\_ Location \_\_\_\_\_

Gutters: ☐ Wood ☐ Aluminum ☐ Copper ☐ Leaders (material) \_\_\_\_\_

Leaders (material and size): \_\_\_\_\_

Sidewall: ☐ White cedar shingles ☐ Clapboard (exposure: \_\_\_\_\_ inches) Front ☐ Side

☐ Other \_\_\_\_\_

Trim: A. Wood ☐ Pine ☐ Redwood ☐ Cedar ☐ Other \_\_\_\_\_

B. Treatment ☐ Paint ☐ Natural to weather ☐ Other \_\_\_\_\_

C. Dimensions: Fascia \_\_\_\_\_ Rake \_\_\_\_\_ Soffit (Overhang) \_\_\_\_\_ Corner boards \_\_\_\_\_ Frieze \_\_\_\_\_

Window Casing \_\_\_\_\_ Door Frame \_\_\_\_\_ Columns/Posts: Round \_\_\_\_\_ Square \_\_\_\_\_

Windows\*: ☐ Double Hung ☐ Casement ☐ All Wood ☐ Other \_\_\_\_\_

☐ True Divided Lights (muntins), single pane ☐ SDL's (Simulated Divided Lights) Manufacturer \_\_\_\_\_

Doors\* (type and material): ☐ TDL ☐ SDL Front \_\_\_\_\_ Rear \_\_\_\_\_ Side \_\_\_\_\_

Garage Door(s): Type \_\_\_\_\_ Material \_\_\_\_\_

Hardscape materials: Driveways \_\_\_\_\_ Walkways \_\_\_\_\_ Walls \_\_\_\_\_

\* Note: Complete door and window schedules are required.

## COLORS

Sidewall \_\_\_\_\_ Clapboard (if applicable) \_\_\_\_\_ Roof \_\_\_\_\_  
 Trim \_\_\_\_\_ Sash \_\_\_\_\_ Doors \_\_\_\_\_  
 Deck \_\_\_\_\_ Foundation \_\_\_\_\_ Fence \_\_\_\_\_ Shutters \_\_\_\_\_

\* Attach manufacturer's color samples if color is not from HDC approval list.

I hereby authorize the agent named above to act on my behalf to make changes in the specifications or the plans contained in this application in order to bring the application into compliance with the HDC guidelines. I hereby agree to abide by and comply with the terms and conditions of this application. I hereby agree that the submission of any revisions to this application will initiate a new sixty-day review period.



# Planning and Land Use Services (PLUS) HISTORIC DISTRICT COMMISSION

Established 1955

2 Fairgrounds Road

Nantucket, Massachusetts 02554

Telephone: 508.325.7587

## COMMISSIONERS

Ray Pohl  
Chair

Diane Coombs  
Vice Chair

Abigail Camp

Val Oliver

John McLaughlin

## ASSOCIATE COMMISSIONERS

Stephen Welch

Jesse Dutra

Carrie Thornewill

## STAFF

Cathy Flynn  
Land Use Specialist  
cflynn@nantucket-ma.gov

## EXTENSION AGREEMENT

Date Signed: 12/2/2020

Map: 60.3.1 Parcel 425

Address of Property: 9 HANNE AVE

Applicant(s)/Owner(s)/Representative(s) Name:

STEPHEN THORAX NAG.

Scope of Work: POOL

A voluntary extension of the Nantucket Historic District Commission's ("HDC") action deadline on the above noted Application has been granted to the HDC by the above named Applicant(s)/Owner(s)/Representative(s) up to and including the following date:

January 20, 2021

Month/day/year of extension termination

Signature of Applicant/Owner/Representative

Stephen Thorax  
Please print name of signatory





# HISTORIC DISTRICT COMMISSION

2 Fairgrounds Road  
Nantucket, Massachusetts 02554

Telephone: 508.325.7587

Email: [hdcsubmissions@nantucket-ma.gov](mailto:hdcsubmissions@nantucket-ma.gov)

## COMMISSIONERS

Ray Pohl  
Chairman

Diane Coombs  
Vice-Chairman

Val Oliver

Abigail Camp

John McLaughlin

## ASSOCIATE COMMISSIONERS

Stephen Welch

TJ Watterson

Jesse Dutra

## STAFF

Cathy Flynn  
Land Use Specialist  
[cflynn@nantucket-ma.gov](mailto:cflynn@nantucket-ma.gov)

## Waiver of the HDC 10 Day Hearing Requirement

I Stephen Therax  
AS AGENT FOR Mr. Charles Schwarz Appel  
STREET ADDRESS 9 MAINE AVE  
MAP/PARCEL 60.3.1 425

UNDERSTAND THAT THE ABOVE REFERENCED APPLICATION SUBMITTED ON  
10/8/2020

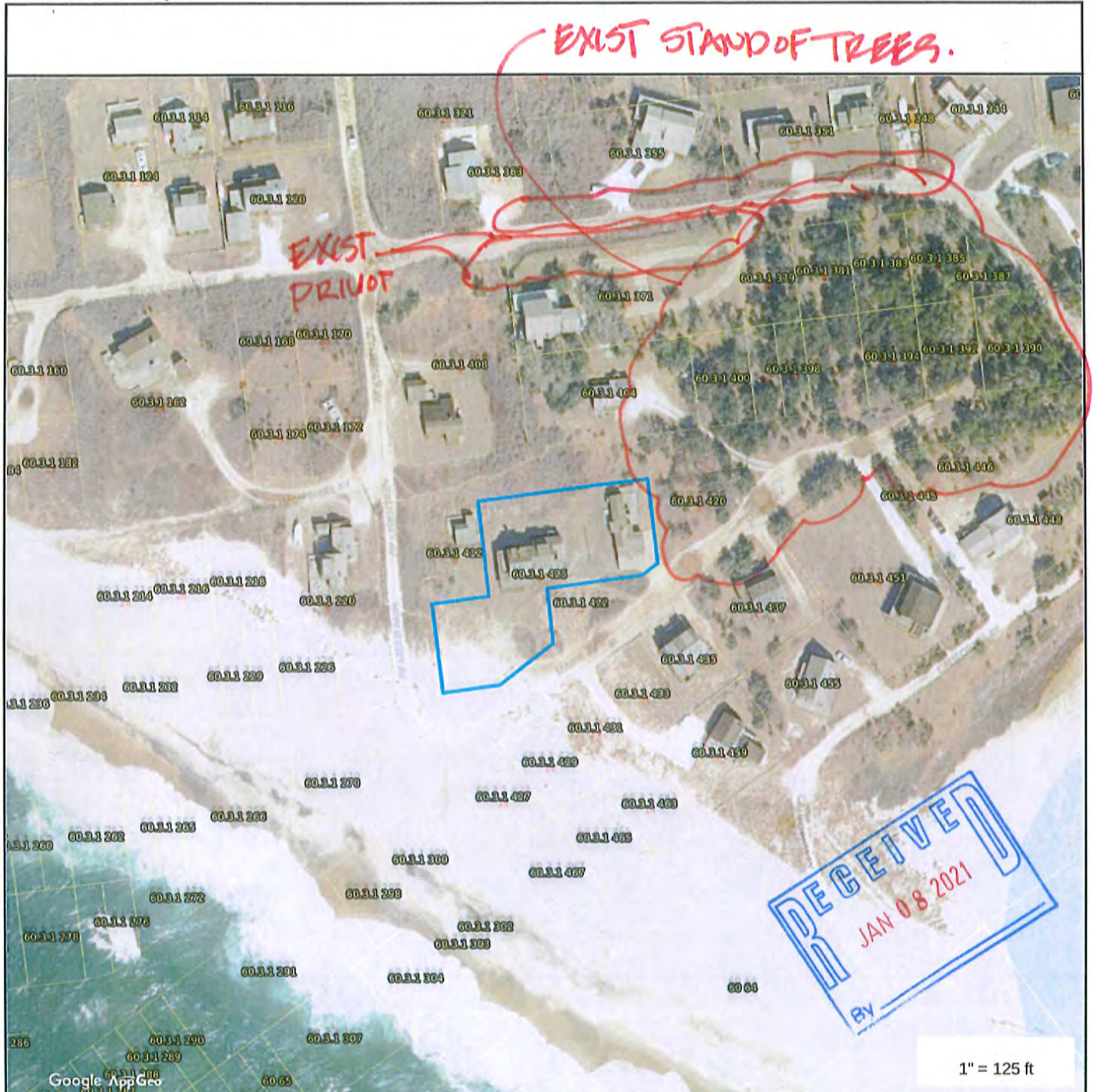
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appropriateness or permit for removal...**

AND I AGREE TO A WAIVER OF THE ABOVE MENTIONED REQUIREMENT.

[Signature]  
Signature

10/8/2020  
Date



**Property Information**

Property ID 60.3.1.425  
 Location 9 MAINE AV  
 Owner SCHWARZAPFEL CHARLES R



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 NOT A LEGAL DOCUMENT**

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Geometry updated 11/13/2018  
 Data updated 11/19/2018





### Property Information

|             |                        |
|-------------|------------------------|
| Property ID | 60.3.1 425             |
| Location    | 9 MAINE AV             |
| Owner       | SCHWARZAPFEL CHARLES R |



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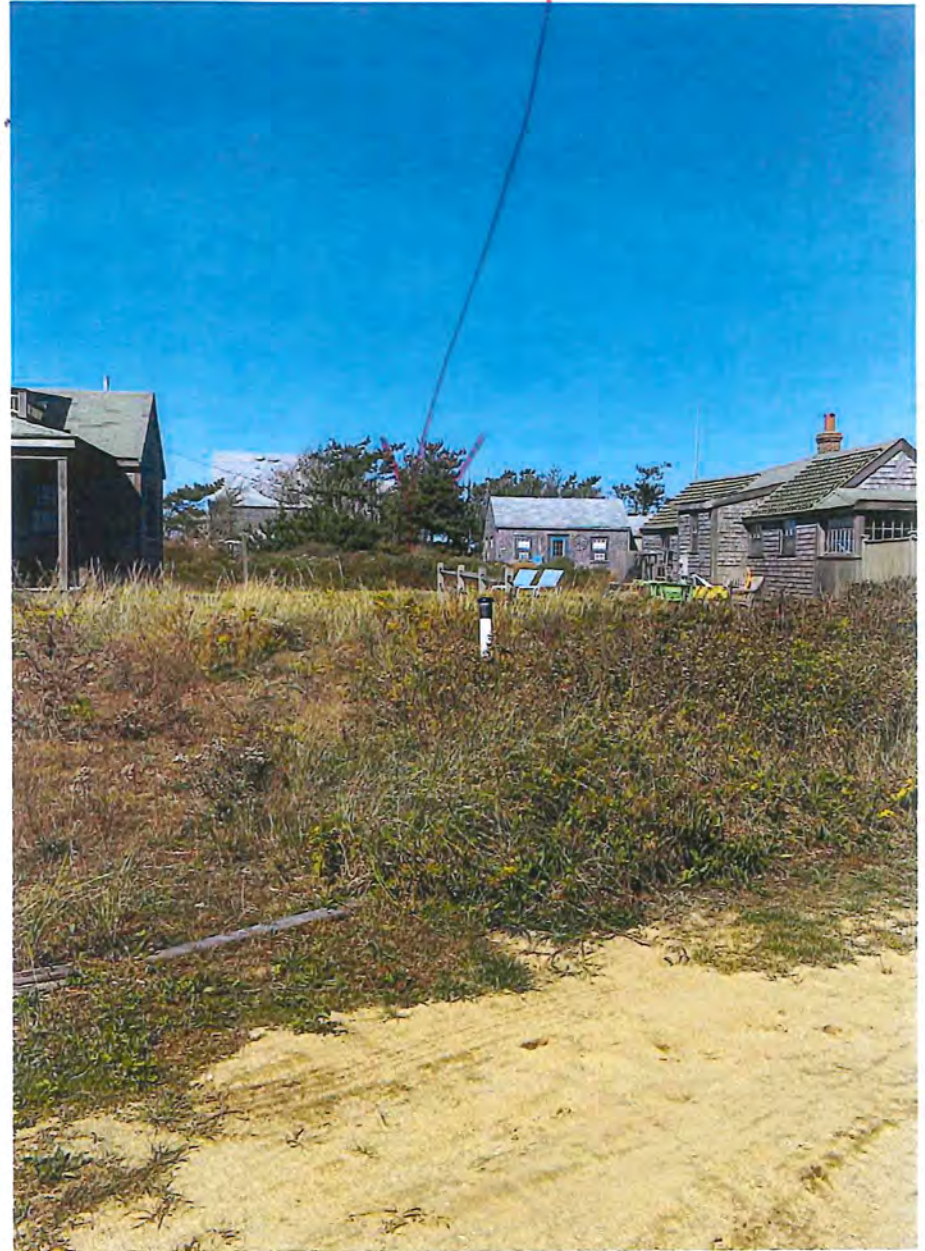
MAIN  
HOUSE

Pod

GUEST HOUSE



MAINE AVE

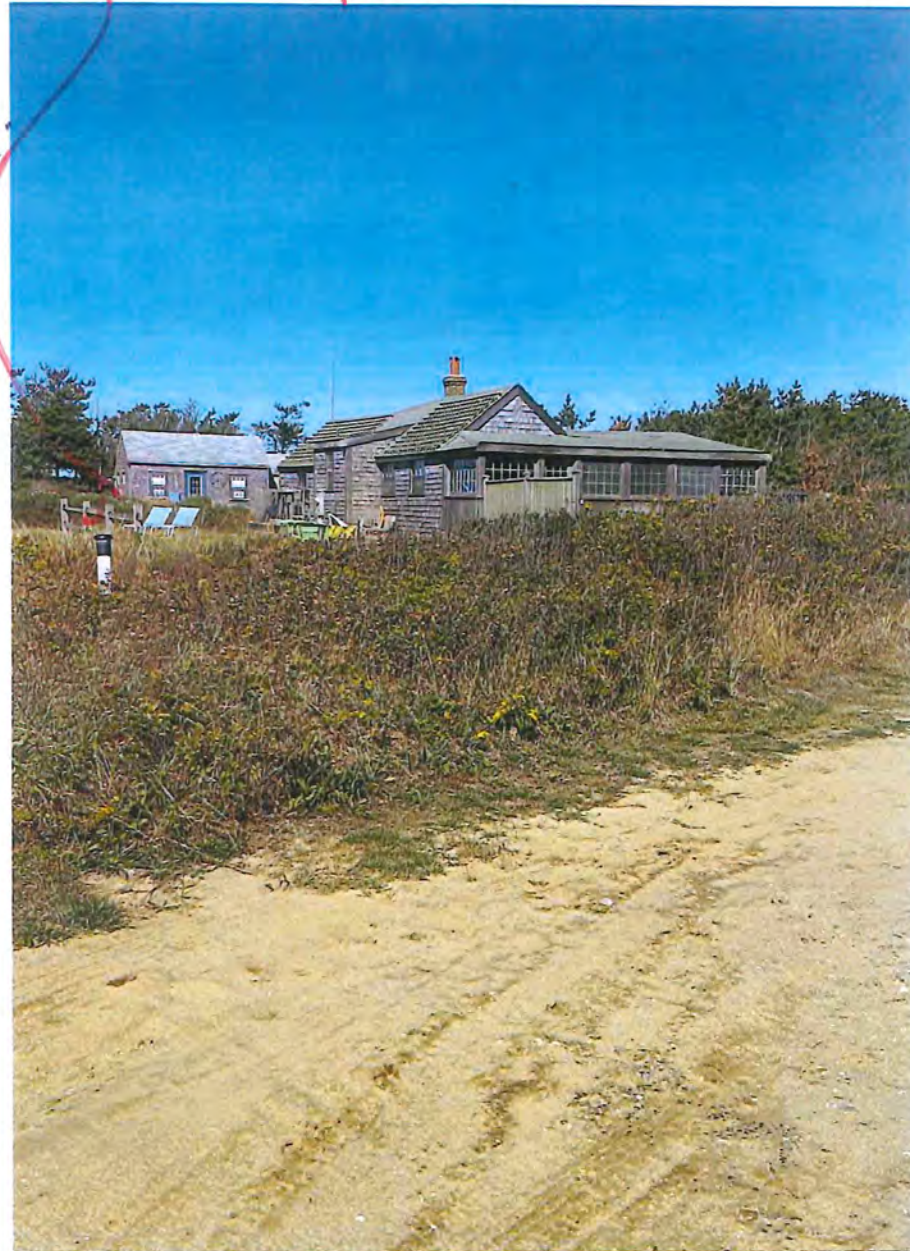




MAIN HOUSE

POOL

GUEST HOUSE





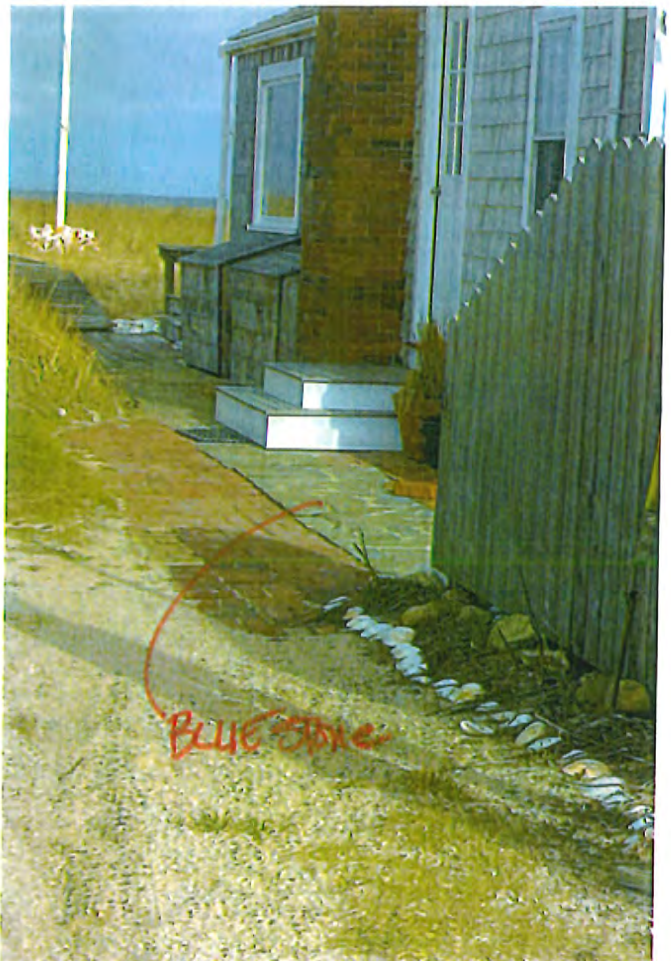
ix  
eq



REAR of PROPERTY



Plus Dead ends



MA AVE





MA AVE BRICK



PROOT



BLUESTONE  
Powers

MA AVE





RI AVE



RI AVE



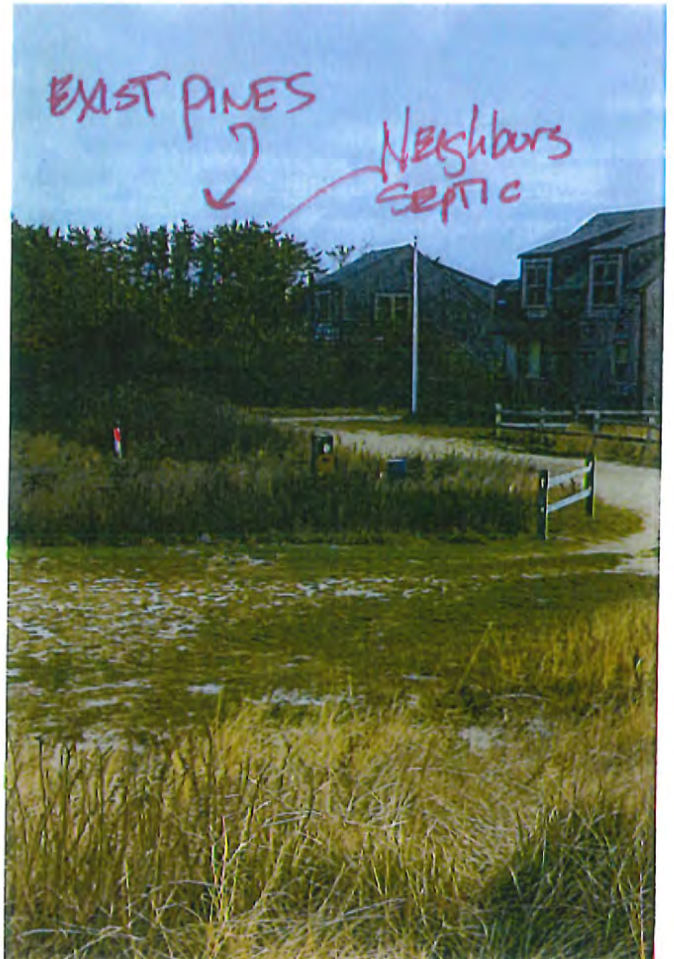
Neighbor behind site  
PI AVE  
PIVOT



RI AVE



RI Ase



VIEW SITE FROM DUNE



- [Sea Rocket](/info-details/coastal-landscaping-in-massachusetts-grasses-and-perennials#sea-rocket-) (/info-details/coastal-landscaping-in-massachusetts-grasses-and-perennials#sea-rocket-) (*Cakile edentula*) (native)
- [Seabeach Sandwort](/info-details/coastal-landscaping-in-massachusetts-grasses-and-perennials#seabeach-sandwort-) (/info-details/coastal-landscaping-in-massachusetts-grasses-and-perennials#seabeach-sandwort-) (*Honckenya peploides*) (native)
- [Seaside Goldenrod](/info-details/coastal-landscaping-in-massachusetts-grasses-and-perennials#seaside-goldenrod-) (/info-details/coastal-landscaping-in-massachusetts-grasses-and-perennials#seaside-goldenrod-) (*Solidago sempervirens*) (native)

## Coastal Dune Plant List

### Plant List for Exposed Areas of a Coastal Dune

Fronting dunes and exposed secondary dunes are habitat for plant species that can tolerate wind, wind-blown sand, and salt spray; endure interaction with waves and flooding; and often even thrive on sand inundation. The plants listed below, as well as those listed above for Dry Beach areas, are appropriate for these environments along the Massachusetts coast.

- [American Beachgrass](/info-details/coastal-landscaping-in-massachusetts-grasses-and-perennials#american-beachgrass-) (/info-details/coastal-landscaping-in-massachusetts-grasses-and-perennials#american-beachgrass-) (*Ammophila breviligulata*) (native)
- [American Dunegrass](/info-details/coastal-landscaping-in-massachusetts-grasses-and-perennials#american-dunegrass-) (/info-details/coastal-landscaping-in-massachusetts-grasses-and-perennials#american-dunegrass-) (*Leymus mollis*) (native)
- [Beach Heather](/info-details/coastal-landscaping-in-massachusetts-shrubs-and-groundcovers#beach-heather-) (/info-details/coastal-landscaping-in-massachusetts-shrubs-and-groundcovers#beach-heather-) (*Hudsonia tomentosa*) (native)

### Plant List for More Sheltered Areas of a Coastal Dune

More protected secondary dunes are able to host a greater variety of plant species, because they are more sheltered from wind, salt-spray, and wave action. The plants listed below, as well as those listed above for Exposed Areas of a Coastal Dune, are appropriate for these more sheltered dune environments in Massachusetts.

#### Grasses, Perennials, and Vines

- [Black Grass](/info-details/coastal-landscaping-in-massachusetts-grasses-and-perennials#black-grass-) (/info-details/coastal-landscaping-in-massachusetts-grasses-and-perennials#black-grass-) (*Juncus gerardii*) (native)
- [Coastal Panic Grass](/info-details/coastal-landscaping-in-massachusetts-grasses-and-perennials#coastal-panic-grass-) (/info-details/coastal-landscaping-in-massachusetts-grasses-and-perennials#coastal-panic-grass-) (*Panicum amarum* var. *amarulum*) (not native; native to New Jersey south to Mexico)
- [Eastern Showy Aster](/info-details/coastal-landscaping-in-massachusetts-grasses-and-perennials#eastern-showy-aster-) (/info-details/coastal-landscaping-in-massachusetts-grasses-and-perennials#eastern-showy-aster-) (*Eurybia spectabilis*) (native)
- [Saltgrass](/info-details/coastal-landscaping-in-massachusetts-grasses-and-perennials#saltgrass-) (/info-details/coastal-landscaping-in-massachusetts-grasses-and-perennials#saltgrass-) (*Distichlis spicata*) (native)
- [Saltmeadow Cordgrass](/info-details/coastal-landscaping-in-massachusetts-grasses-and-perennials#saltmeadow-cordgrass-) (/info-details/coastal-landscaping-in-massachusetts-grasses-and-perennials#saltmeadow-cordgrass-) (*Spartina patens*) (native)



- [White Oak](/info-details/coastal-landscaping-in-massachusetts-trees#white-oak-) (/info-details/coastal-landscaping-in-massachusetts-trees#white-oak-) (*Quercus alba*) (native) and other *Quercus* species (many native)

## Coastal Bank Plant List

### Plant List for Exposed Areas of a Coastal Bank

The top and face of the coastal bank is where the landform is most exposed to wind, salt spray, and storm waves. The plants listed below are appropriate for the rugged conditions of an exposed coastal bank in Massachusetts.

#### Grasses, Perennials, and Vines

- [American Beachgrass](/info-details/coastal-landscaping-in-massachusetts-grasses-and-perennials#american-beachgrass-) (/info-details/coastal-landscaping-in-massachusetts-grasses-and-perennials#american-beachgrass-) (*Ammophila breviligulata*) (native)
- [Coastal Panic Grass](/info-details/coastal-landscaping-in-massachusetts-grasses-and-perennials#coastal-panic-grass-) (/info-details/coastal-landscaping-in-massachusetts-grasses-and-perennials#coastal-panic-grass-) (*Panicum amarum* var. *amarulum*) (not native; native to New Jersey south to Mexico)
- [Saltmeadow Cordgrass](/info-details/coastal-landscaping-in-massachusetts-grasses-and-perennials#saltmeadow-cordgrass-) (/info-details/coastal-landscaping-in-massachusetts-grasses-and-perennials#saltmeadow-cordgrass-) (*Spartina patens*) (native)
- [Seaside Goldenrod](/info-details/coastal-landscaping-in-massachusetts-grasses-and-perennials#seaside-goldenrod-) (/info-details/coastal-landscaping-in-massachusetts-grasses-and-perennials#seaside-goldenrod-) (*Solidago sempervirens*) (native)
- [Switchgrass](/info-details/coastal-landscaping-in-massachusetts-grasses-and-perennials#switchgrass-) (/info-details/coastal-landscaping-in-massachusetts-grasses-and-perennials#switchgrass-) (*Panicum virgatum*) (native)
- [Virginia Creeper](/info-details/coastal-landscaping-in-massachusetts-shrubs-and-groundcovers#virginia-creeper-) (/info-details/coastal-landscaping-in-massachusetts-shrubs-and-groundcovers#virginia-creeper-) (*Parthenocissus quinquefolia*) (native)

#### Shrubs and Groundcovers

- [Beach Heather](/info-details/coastal-landscaping-in-massachusetts-shrubs-and-groundcovers#beach-heather-) (/info-details/coastal-landscaping-in-massachusetts-shrubs-and-groundcovers#beach-heather-) (*Hudsonia tomentosa*) (native)
- [Beach Plum](/info-details/coastal-landscaping-in-massachusetts-shrubs-and-groundcovers#beach-plum-) (/info-details/coastal-landscaping-in-massachusetts-shrubs-and-groundcovers#beach-plum-) (*Prunus maritima*) (native)
- [Bearberry](/info-details/coastal-landscaping-in-massachusetts-shrubs-and-groundcovers#bearberry-) (/info-details/coastal-landscaping-in-massachusetts-shrubs-and-groundcovers#bearberry-) (*Arctostaphylos uva-ursi*) (native)
- [Common Juniper](/info-details/coastal-landscaping-in-massachusetts-shrubs-and-groundcovers#common-juniper-) (/info-details/coastal-landscaping-in-massachusetts-shrubs-and-groundcovers#common-juniper-) (*Juniperus communis*) (native)
- [Marsh Elder](/info-details/coastal-landscaping-in-massachusetts-shrubs-and-groundcovers#marsh-elder-) (/info-details/coastal-landscaping-in-massachusetts-shrubs-and-groundcovers#marsh-elder-) (*Iva frutescens*) (native)



- [Sea Lavender](/info-details/coastal-landscaping-in-massachusetts-grasses-and-perennials#sea-lavender-) (/info-details/coastal-landscaping-in-massachusetts-grasses-and-perennials#sea-lavender-) (*Limonium carolinianum* or *nashii*) (native)
- [Switchgrass](/info-details/coastal-landscaping-in-massachusetts-grasses-and-perennials#switchgrass-) (/info-details/coastal-landscaping-in-massachusetts-grasses-and-perennials#switchgrass-) (*Panicum virgatum*) (native)
- [Virginia Creeper](/info-details/coastal-landscaping-in-massachusetts-shrubs-and-groundcovers#virginia-creeper-) (/info-details/coastal-landscaping-in-massachusetts-shrubs-and-groundcovers#virginia-creeper-) (*Parthenocissus quinquefolia*) (native)

## Shrubs and Groundcovers

- [Beach Plum](/info-details/coastal-landscaping-in-massachusetts-shrubs-and-groundcovers#beach-plum-) (/info-details/coastal-landscaping-in-massachusetts-shrubs-and-groundcovers#beach-plum-) (*Prunus maritima*) (native)
- [Bearberry](/info-details/coastal-landscaping-in-massachusetts-shrubs-and-groundcovers#bearberry-) (/info-details/coastal-landscaping-in-massachusetts-shrubs-and-groundcovers#bearberry-) (*Arctostaphylos uva-ursi*) (native)
- [Common Juniper](/info-details/coastal-landscaping-in-massachusetts-shrubs-and-groundcovers#common-juniper-) (/info-details/coastal-landscaping-in-massachusetts-shrubs-and-groundcovers#common-juniper-) (*Juniperus communis*) (native)
- [Large Cranberry](/info-details/coastal-landscaping-in-massachusetts-shrubs-and-groundcovers#large-cranberry-) (/info-details/coastal-landscaping-in-massachusetts-shrubs-and-groundcovers#large-cranberry-) (*Vaccinium macrocarpon*) (native)
- [Lowbush Blueberry](/info-details/coastal-landscaping-in-massachusetts-shrubs-and-groundcovers#lowbush-blueberry-) (/info-details/coastal-landscaping-in-massachusetts-shrubs-and-groundcovers#lowbush-blueberry-) (*Vaccinium angustifolium*) (native)
- [Northern Bayberry](/info-details/coastal-landscaping-in-massachusetts-shrubs-and-groundcovers#northern-bayberry-) (/info-details/coastal-landscaping-in-massachusetts-shrubs-and-groundcovers#northern-bayberry-) (*Myrica pensylvanica*) (native)
- [Red Chokeberry](/info-details/coastal-landscaping-in-massachusetts-shrubs-and-groundcovers#red-chokeberry-) (/info-details/coastal-landscaping-in-massachusetts-shrubs-and-groundcovers#red-chokeberry-) (*Aronia arbutifolia*) (native)
- [Sweet Fern](/info-details/coastal-landscaping-in-massachusetts-shrubs-and-groundcovers#sweet-fern-) (/info-details/coastal-landscaping-in-massachusetts-shrubs-and-groundcovers#sweet-fern-) (*Comptonia peregrina*) (native)
- [Virginia Rose](/info-details/coastal-landscaping-in-massachusetts-shrubs-and-groundcovers#virginia-rose-) (/info-details/coastal-landscaping-in-massachusetts-shrubs-and-groundcovers#virginia-rose-) (*Rosa virginiana*) (native)

## Trees

- [Black Cherry](/info-details/coastal-landscaping-in-massachusetts-trees#black-cherry-) (/info-details/coastal-landscaping-in-massachusetts-trees#black-cherry-) (*Prunus serotina*) (native)
- [Downy Serviceberry/Shadbush](/info-details/coastal-landscaping-in-massachusetts-trees#downy-serviceberry/shadbush-) (/info-details/coastal-landscaping-in-massachusetts-trees#downy-serviceberry/shadbush-) (*Amelanchier arborea*) (native)
- [Eastern Red Cedar](/info-details/coastal-landscaping-in-massachusetts-trees#eastern-red-cedar-) (/info-details/coastal-landscaping-in-massachusetts-trees#eastern-red-cedar-) (*Juniperus virginiana*) (native)
- [Gray Birch](/info-details/coastal-landscaping-in-massachusetts-trees#gray-birch-) (/info-details/coastal-landscaping-in-massachusetts-trees#gray-birch-) (*Betula populifolia*) (native)
- [Pitch Pine](/info-details/coastal-landscaping-in-massachusetts-trees#pitch-pine-) (/info-details/coastal-landscaping-in-massachusetts-trees#pitch-pine-) (*Pinus rigida*) (native)



- Lady Bird Johnson Wildflower Center's [Plant Database Page on \*Amelanchier arborea\*](https://www.wildflower.org/plants/result.php?id_plant=AMAR3) ([https://www.wildflower.org/plants/result.php?id\\_plant=AMAR3](https://www.wildflower.org/plants/result.php?id_plant=AMAR3))
- Salicicola's [Amelanchier arborea Plant Gallery](http://www.salicicola.com/photos/gallery/view/1518/3219) (<http://www.salicicola.com/photos/gallery/view/1518/3219>)
- University of Connecticut's [Plant Database Page on \*Amelanchier arborea\*](http://hort.uconn.edu/detail.php?pid=44) (<http://hort.uconn.edu/detail.php?pid=44>)

## Eastern Red Cedar



Eastern red cedar (*Juniperus virginiana*) is a native evergreen that grows 10 to 40 feet high with a pyramidal shape that becomes rounder with age. It is tolerant of salt and dry soils and is good for both exposed areas and sheltered coastal areas. The light-blue berries are an important food source for many birds and large and small mammals. In addition, cedars provide important protective cover for nesting, roosting, and winter shelter. Eastern red cedar is excellent as a specimen planting and useful in masses for windbreaks and screening. The leaves, roots, and berries of the red cedar have been used by the Native Americans for centuries as a botanical cure for many ailments, including asthma, colds, fevers, and hyperactivity, and for general cleansing and healing.



- Go Botany's [Plant Page on \*Hudsonia tomentosa\*](https://gobotany.nativeplanttrust.org/species/hudsonia/tomentosa/) (<https://gobotany.nativeplanttrust.org/species/hudsonia/tomentosa/>)
- Lady Bird Johnson Wildflower Center's [Plant Database Page on \*Hudsonia tomentosa\*](https://www.wildflower.org/plants/result.php?id_plant=HUTO) ([https://www.wildflower.org/plants/result.php?id\\_plant=HUTO](https://www.wildflower.org/plants/result.php?id_plant=HUTO))
- Salicicola's [Hudsonia tomentosa Plant Gallery](http://172.104.19.75/gallery/view/1418/2938/) (<http://172.104.19.75/gallery/view/1418/2938/>)
- United States Department of Agriculture's [Plant Fact Sheet on Beach Heather](https://plants.sc.egov.usda.gov/factsheet/pdf/fs_huto.pdf) ([https://plants.sc.egov.usda.gov/factsheet/pdf/fs\\_huto.pdf](https://plants.sc.egov.usda.gov/factsheet/pdf/fs_huto.pdf)) (PDF, 153 KB)

## Beach Plum



Beach plum (*Prunus maritima*) is a fast-growing, deciduous shrub with an average height of 4 to 7 feet, but can reach heights of 10 to 12 feet in inland, nutrient-rich soils. The plant, which is native to coastal areas of Massachusetts, is adapted to medium fertility, slightly acidic, loamy, and sandy soils. Over time, extensive colonies may develop from a single plant. In spring, snowy white flowers expand before the leaves, which are a dull-green color. The fruit ripens from August to October and can be harvested and processed into jam, syrup, and puree. Because of its tolerance of salt and its deep roots, beach plum is useful for stabilizing sand and landscaping a coastal dune.



## Northern Bayberry



Photo: University of Connecticut Plant Database



Northern bayberry (*Myrica pensylvanica*) is a woody shrub averaging 5 to 7 feet in height, with a thicket-forming character. The dark green leaves are aromatic and may stay on the branches for most of the winter. The flowers and white fruit (which are also aromatic) are somewhat inconspicuous, and the berries are a staple food for many species of wildlife. The native bayberry is adapted to a wide variety of soil conditions, but does best on light-textured soils—it spreads naturally into bare sandy soils. Since it does form thickets, bayberry is useful for erosion control and wildlife shelter.

For more information, see:

- Lady Bird Johnson Wildflower Center's [Plant Database Page on \*Morella pensylvanica\*](https://www.wildflower.org/plants/result.php?id_plant=MOPE6) ([https://www.wildflower.org/plants/result.php?id\\_plant=MOPE6](https://www.wildflower.org/plants/result.php?id_plant=MOPE6)) (synonym of *Myrica*)
- Salicicola's [Myrica pensylvanica Plant Gallery](http://172.104.19.75/gallery/view/1483/2651/) (<http://172.104.19.75/gallery/view/1483/2651/>)
- United States Department of Agriculture's [Plant Fact Sheet on Bayberry](https://plants.sc.egov.usda.gov/factsheet/pdf/fs_mope6.pdf) ([https://plants.sc.egov.usda.gov/factsheet/pdf/fs\\_mope6.pdf](https://plants.sc.egov.usda.gov/factsheet/pdf/fs_mope6.pdf)) (PDF, 88 KB)
- University of Connecticut's [Plant Database Page on \*Myrica pensylvanica\*](http://hort.uconn.edu/detail.php?pid=292) (<http://hort.uconn.edu/detail.php?pid=292>)





RANDOM BLUESTONE w/ MOSS & BEDDING





P.O. Box 3627, Nantucket, Massachusetts 02584-3627  
Tel. (508) 228-0240 Fax (508) 228-9856  
www.nantucketsurveyors.com  
nslcinfo@nantucketsurveyors.com

December 21, 2020

Ray Pohl, Chairman  
Nantucket Historic District Commission  
2 Fairgrounds Road  
Nantucket, MA 02554

RE: Application for Pool at 9 Maine Avenue

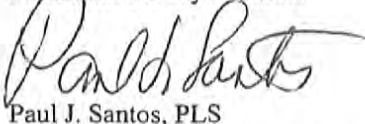
Dear Chairman Pohl and HDC Commissioners,

Nantucket Surveyors, LLC is writing this letter on behalf of the property owner, Charles R. Schwartzapfel in response to Mr. Mandel's e-mail voicing concern regarding the proposed pool for 9 Maine Avenue. We have reviewed the letter and have addressed the items pertinent to our involvement as follows:

- **Special Permit Requirements for Pools in VR Zone:** The proposed pool meets the requirements as set forth in Chapter 139-2. and the applicant acknowledges a Special Permit is required by the Zoning Board of Appeals.
- **Erosion:** Attached is a Coastal Zone Management (CZM) Shoreline Erosion map that shows the erosion rate of -10.89 ft/year in the project area. We recommend any issues related to erosion be addressed by the Zoning Board of Appeals.
- **Lighting:** All lighting will adhere to the Town of Nantucket By-Law Chapter 102 Outdoor Lighting.
- **Buffer Plantings:** As shown on the NAG plan, plantings will be used as privacy shields around the pool area. We recommend native beach grasses be planted along the pool edge while native bayberry or beach plum, common in the area, be planted around the patio and southern property line. The intent will be, with the placement of the pool between the two dwellings and the additional buffer plantings, for the pool not to be seen from the roads.
- **Pool Discharge:** The pool will consist of saltwater so no harmful chlorine will be stored on site and the equipment will be located behind the patio wall and screened behind the planting bed. If the pool needs to be drained in its entirety which rarely occurs, a service will be used to export the water to a facility. As currently situated the pool is out of Conservation Commission Jurisdiction.

Thank you for your attention to this matter. If you have any questions, please do not hesitate to call our office.

Sincerely,  
Nantucket Surveyors, LLC



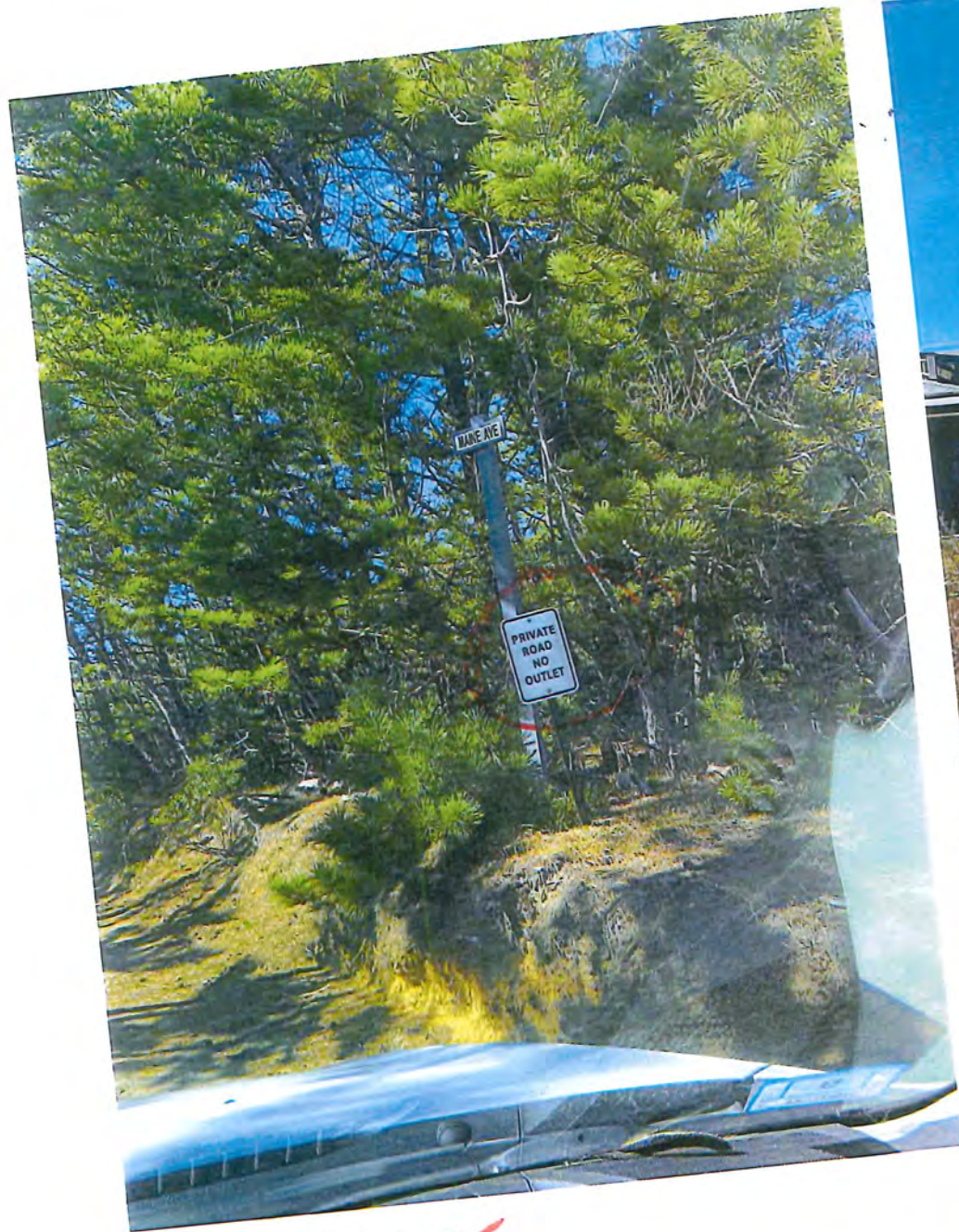
Paul J. Santos, PLS

Cc: Charles R. Schwartzapfel  
Nantucket Architecture Group LTD.

Office located at 5 Windy Way • Nantucket, MA 02554

Land Surveying • Topographic Surveys • Civil Engineering • Construction • Marine • Environmental Permitting





MAINE AVE

MAIN HOUSE

Pod

GUEST HOUSE

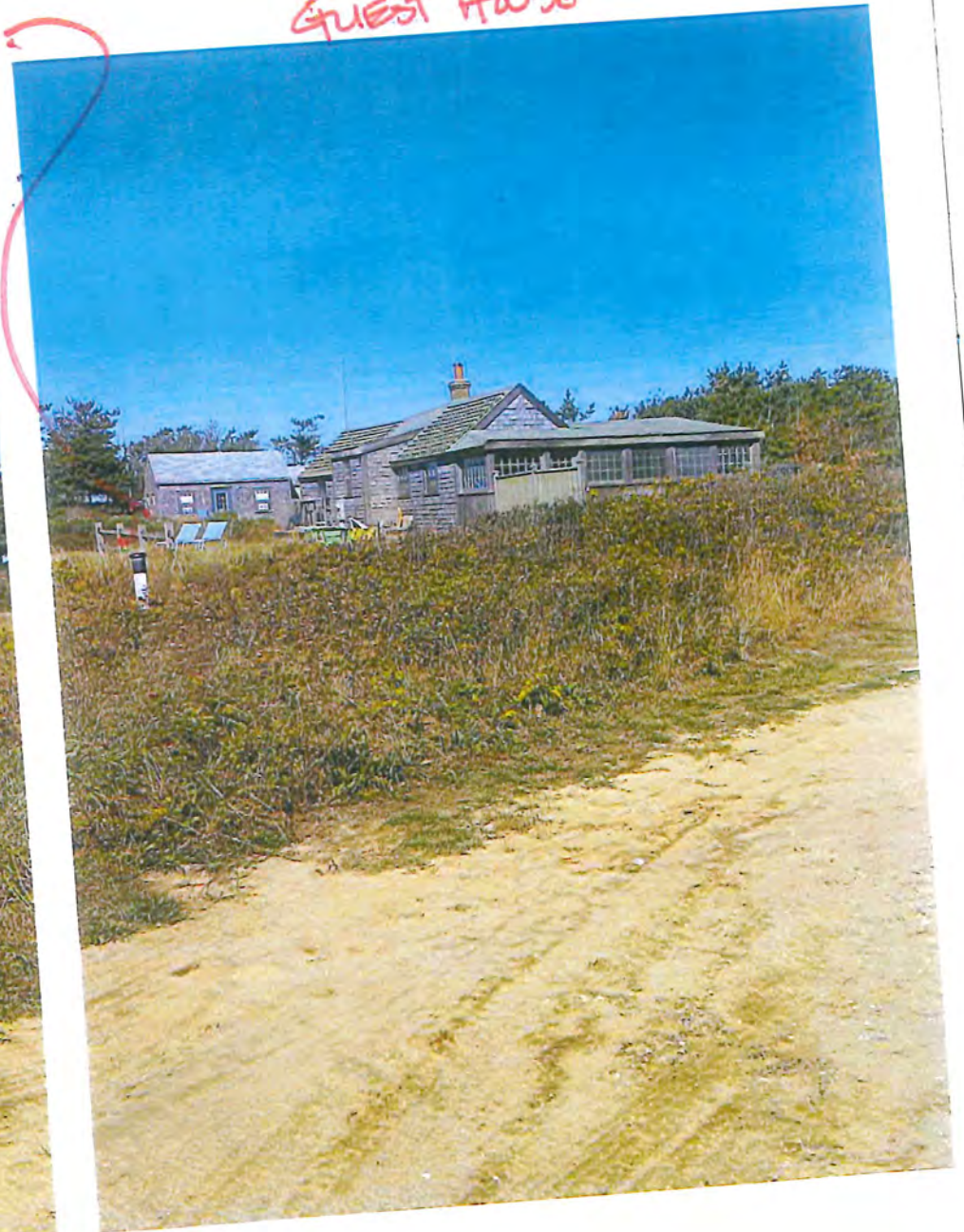




MAIN HOUSE

POOL

GUEST HOUSE







x  
g

REAR of PROPERTY



PLANT DEAD END



BLUE STONE

MA AVE





HA Ave 2011c

Bluestone  
Flowers



Foot

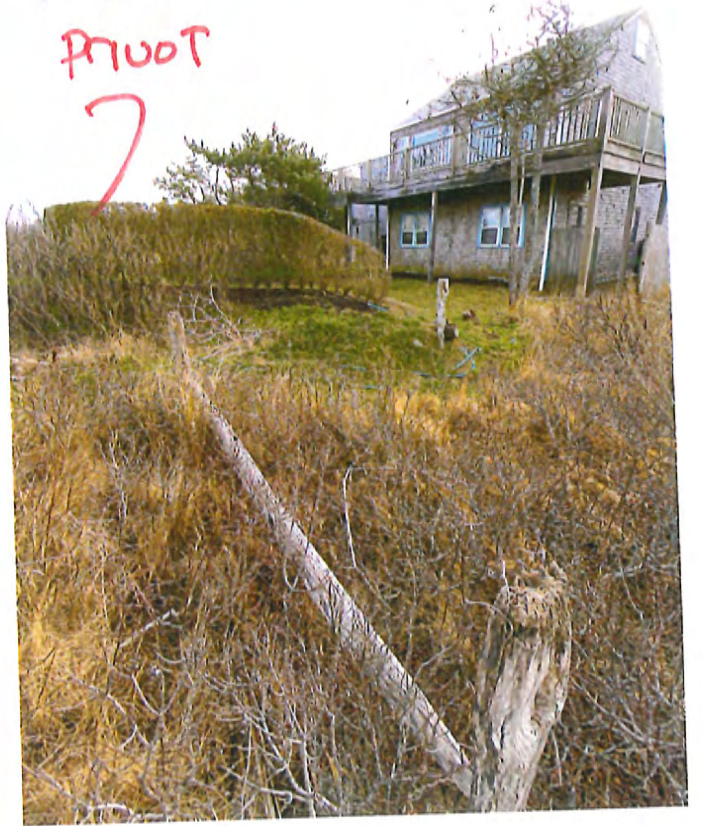




R.I. Ave



Neighbor behind site  
R.I. Ave  
Private



R.I. Ave



R.I. Ave





RI Ave

Phaser 2



VIEW SITE FROM DUNE



ABUTTER LETTERS



Madaket Advisory Board Meeting Memorandum

HDC/MAB

Date/Time 1/04/2021

MULTIPLE CONCERNS RK/TE

To: Historic District Commission  
From: Madaket Advisory Board

BRUCE MANDEL RECUSED

**\*NOT IN FAVOR OF A POOL IN THIS LOCATION\***

Members Present

( X) Linda Williams- Chair ( X)) Brad Fleming ( X) Tom Erichsen ( RECUSED) Bruce Mandel ( X) Robert Kucharavy

Alternate: ( ) Mark Palmer ABSENT

Applicant CHARLES SCHWARZAPFEL Address 9 MAINE AVENUE

Historic information/known history Eel Skin was moved to this site to avoid erosion

( ) Non-Contributing ( ) Contributing ( ) Individually significant

Comments

( ) Incomplete application ( ) Historical information needed (X) CONCERNS ( ) Recommend View

**CONCERNS: MAB FEELS A VIEWING BY THE HDC IS CRITICAL PRIOR TO ANY APPROVAL – IT HAS TO BE SAID THAT ONCE YOUR CROSS MILLIE’S BRIDGE, THE ENVIRONMENT, STRUCTURES, SETTINGS, LANDSCAPE ARE TOTALLY DIFFERENT FROM MADAKET PROPER.**

- \*There is no specific planting plan submitted with the application as should be nor is the location of the pool equipment shown on the plan on submission of the application, generally required by the HDC. This application should be held for complete planting details and location of the pool equipment and how that is supposed to be screened. The HDC should not have to come up with where equipment goes or what type of plantings should screen it. The applicant needs to provide that and a view from the street of proposed plan upon submission and not leave it up to the HDC to design it for them.
- Inappropriate location for a pool in important area of Madaket next to Eel Skin, one of the few remaining original structures on Smith’s Point other than (the area past the bridge). This is a sensitive area, with older structures and unique landscape. Of the 50 units on Smith’s Point, Fred Rogers and Eel Skin as the oldest historic/contributing structures and having a modern convenience such as a pool next to Eel Skin would not be appropriate.

FILE COPY

## Cathy Flynn

---

**From:** Bruce Mandel <bruce.mandel@gmail.com>  
**Sent:** Saturday, October 17, 2020 3:22 PM  
**To:** Cathy Flynn  
**Subject:** HDC meeting of 20 OCTOBER 2020, re: 9 Maine Avenue

FILE COPY

To Cathy Flynn, Land Use Specialist

Dear Ms Flynn:

I am writing about the Agenda for the October 20, 2020 meeting of the Nantucket Historic District Commission which has as one of its items in the New Business View Pack for 10/20/2020 an item for 9 Maine Avenue; Property Owner: Mr. Charles Schwartzapfel; Scope of Work: Pool (Map/Parcel 60.3.1/425). This is shown on the agenda as Historic District Commission (HDC) – New Business and is listed in the agenda Section New Business as item 28. Please share this e-mail with the Commission Members and other staff and enter it as a document included in the file for this application to the HDC.

I am a resident of Madaket with concerns about Special Permit Relief in zone VR for pools that become visible from the roads and neighboring property. These are out of character for our community based on the approved Madaket Area Plan, which is intended as a guide to help maintain the quiet rural characteristics of our community. It is part of why a Special Permitting process for a pool is required in VR.

In considering the application, please consider the following:

This property is located in an area in close proximity to severe and accelerating coastal erosion. I suggest a staff site visit is in order since the GIS plan provided in the packet gives a false impression of there being considerable property between 9 Main Avenue and the ocean, which there is not. Hence, the structure would be an eventual environmental issue, similar to recently abandoned beach infrastructure components left after house moves or destruction. There ought to be a conditional approval item that the owner must remove any and all remains of the pool and its infrastructure in the event of coastal erosion. Perhaps a bond should be posted to cover those costs to protect TON from having to deal with it.

There is a second GIS document provided which depicts a more recent view of the area but is not of the subject property but does show severe erosion of the nearby area. This document refers to an address of 345 Madaket Rd with a 75 foot long pool. This is confusing since the referenced Madaket Rd address is not what is being submitted, although there is notation for Maine Ave on this GIS document.

The submitted plan also appears to be deficient in that it does not portray any site lighting photometrics. All exterior lighting fixtures should have an approved photometric pattern showing there will be no light cast off the subject property. All light fixtures should be shielded so as to only cast light downward, not outward toward abutters, roads and other neighbors.

Additionally, the submitted plans, while showing a single view of the proposed pool area from the interior of the property, there are no proposed views from off site or any abutters' properties nor from New Jersey Avenue or Maine Avenue.

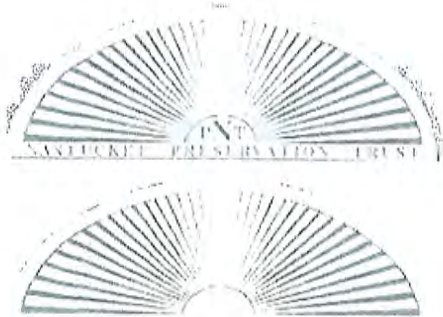
Any approval ought to be conditioned that the pool area is to not be visible from the roads and the neighboring property at the time of inspection and noted as being "in perpetuity". Mature, indigenous plantings should be installed to accomplish this buffering instead of the proposed plan which has no



dangerous precedent. When visit site you can see the remnants of plantings that have died off and were done by professional landscapers and all died. Area by pool is still exposed to ocean.

Steve Murphy - 5 Rhode Island – 40 years, three winters ago water had encroached onto the lot, out of character with area, this is not like the rest of Madaket on the other side of the bridge, no security fence, old Eel skin house rented by multiple children. When HDC makes visit look at the limited growth above 2/3 feet and what it is and where it is. What is there is inadequate to cover the pool as close pool is to Maine Ave.

Become a Member



NANTUCKET PRESERVATION TRUST

From  
B. Heron  
1/16/17  
FILE COPY

UNCATEGORIZED

## Smith's Point: Nantucket's Far West End

JANUARY 14, 2021 | RITA CARR

Smith's Point, the far western end of Madaket over Millie's Bridge across Hither Creek, feels like a remnant of a former Nantucket. Although it is unclear how the Point got its name, the Wampanoag called this area Nopque, meaning landing place. In *A Natural History of Nantucket*, Peter Brace describes Smith's Point "all outwash sand deposits held in place by American beach grass and some snow fencing," and his part of the island is particularly shaped by eroding waves and winds. Historic maps show the Point used to extend all the way to Tuckernuck, and until 1869 Nantucketers could drive cattle and other livestock across Smith's Point to Tuckernuck at low tide. In 1961, Hurricane Esther opened up a break in the point, and the resulting Esther Island remained severed from the rest of Nantucket until accreting sand re-connected it in 1986. More recently, in 2016, a winter storm took much of the beach away and turned Maine Avenue into a dead-end street.



Map of Nantucket including Tuckernuck, detail. 1838. Courtesy of the Nantucket Historical Association.



Cathy Flynn

---

**From:** Peter Homes <peter.homes@yahoo.com>  
**Sent:** Monday, January 11, 2021 9:06 AM  
**To:** Cathy Flynn  
**Subject:** Pool on Smith Point

FILE COPY

Cathy,

I hope you are the proper person to speak with regarding the proposed inground swimming pool addition being proposed by 7 & 9 Maine Ave. As the co-owner of 8 Maine Ave., along with my sister, Pat Catchpole, I believe we would be the most highly impacted neighbor by this proposal.

As I am sure you are aware, our area of Smith Pt. has been highly impacted by erosion over the last few years. 10 Maine Ave was moved away from danger and placed directly behind our home. The old Eel Skin Inn, part of the 7 & 9 Maine property, was moved directly across from us. We are all now tightly bunched together but for a good cause, saving homes that have stood for many decades.

We now have a new neighbor, with no sense of the history of Smith Point or of what has been happening there. No fault of theirs I suppose, but still important. I personally am not aware of any swimming pools on Smith Point and my history goes back to 1972. Smith Point is not now nor has it ever been like other areas of the island, with grand mansions, swimming pools and tennis courts. Smith Point is humble, natural and, with very few exceptions, almost exactly like it was in 1972, save for the large amount of land taken by the Atlantic over the years.

The fact is, there is not enough space between residences to keep any pool from becoming a nuisance for noise, lighting, as well as a negative environmental impact. Additionally, to compare this proposed pool on Smith Point to the one on the property across the bridge on the other side of Ames Ave. which has a large plot of land and no abutting neighbor directly adjacent to the pool location, is very much comparing apples and oranges.

This seems to be a case of a somewhat naive neighbor attempting to make his property look like others he has seen in other areas of the island. No big crime, but they need to be set straight about Smith Point and about what it is to own a home there and be a neighbor there.

Thank you for any assistance you can be to us.

Sincerely,

Peter Homes  
8 Maine Avenue  
Nantucket, MA. 02554  
917-922-6600

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This email was scanned by Bitdefender

## Cathy Flynn

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**From:** Pat Catchpole <catchct@netscape.net>  
**Sent:** Sunday, January 03, 2021 12:06 PM  
**To:** Cathy Flynn  
**Subject:** Madaket Advisory Board meeting January 4, 2021 re: 9 Maine Avenue application

To Cathy Flynn, Land Use Specialist, and the Madaket Advisory Board

Dear Ms. Flynn,

I am writing to address the agenda application item for a pool for 9 Maine Avenue, Madaket, scheduled for January 4, 2021.

My brother and I own the house *directly* across the street from 9 Maine Avenue, where the pool is proposed to be built. My parents, who originally visited Nantucket in 1950, bought 8 Maine Avenue (Brigadoon) in the early 70s and are the original owners. Our families have enjoyed the quiet, peaceful solitude of Smith's Point for 5 decades. Our children adore it as much as we do, and eventually will become the owners.

As we've seen the dune size and beach erode over the years, 2 homes moved right near us after the February 2016 storm, plus the more recent loss of the Emery stilt house, we understand how incredibly fragile the area is. It is delicate and precious, a last outpost on the western tip of our favorite place in the world.

The current owner of 9 Maine is new to the area, and can't have an understanding of the real terror that storm produced for many of us, especially those who had to move their homes. Smith's Point is fragile, delicate and small, and feels more or less the way it did when we were teenagers. The loss of the corner of Maine Avenue to the storm is still a shock every time we see it. We know mother nature will always win.

The concept of a pool, steps from the most pristine beach and ocean, is ludicrous. And if you don't want the surf beach, a few hundred steps away is the "quiet beach," shallow, safe and total bliss. Smith's Point is a very quiet part of the island. We all encourage lights off in the evenings, so we can enjoy the magical night sky. A hole in the ground with salt water directly across from our deck, a few hundred feet from the ocean, is an anathema to me. There are noisy filters, maintenance, lights, fencing, parties. To hear pool noise over the surf, the surf being one of the reasons we love the area so much, is insane. And how will the local deer and kids be protected from wandering in – a huge fence?! It's just not appropriate in any way to the area. Not to mention it practically abuts our very expensive septic system.

While I am writing as a direct neighbor, I feel I speak for the entire neighborhood. So many owners have been there for decades – it's a place you love for finding it the way you left it, it's a community with character. An incredibly special community at that. I trust you will walk the area, and see how unchanged and like old Nantucket it is. It's one of the last places that still feels like I remember the island did in the 1960s, which is the best part of its charm. Can you imagine what Millie Jewett would think?!

Thank you,

Pat Catchpole  
8 Maine Avenue  
Smith's Point



## Cathy Flynn

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**From:** Bonnie Havery <BHavery@msn.com>  
**Sent:** Wednesday, January 06, 2021 5:32 PM  
**To:** Cathy Flynn  
**Subject:** application for pool at 7 Maine Ave.  
**Categories:** PRINTED AND ENERGOV

FILE COPY

We are writing because of our concern regarding the application of Charles Schwarzapfel to install an in-ground swimming pool on his property at 7/9 Maine Avenue on Smith Point. We know of neighbors who have voiced their very valid concerns, and rather than repeat them, we would like to submit the following:

We have been seasonal residents of Smith Point for close to 50 years, and recognize that it is one of the few neighborhoods of Nantucket that have maintained the character of old Nantucket, simple and in keeping with Nature. We know that there are many islanders who share this belief, and understand its importance for the island. Preserving that character has occasionally required watchfulness and action, and we believe that this is one of those times. An in-ground pool is completely out of character with our neighborhood. It would introduce a foreign element that could easily be used as a precedent for other in-ground pools, with all the noise generally connected with them, and the potential danger of an unfenced pool, changing the unpretentious nature of the Point. The Point has one of the most beautiful ocean beaches in America right at its doorstep, and an ideal family beach with generally calm waters in Madaket Harbor. We are puzzled by any feeling that there is a need on our Point for an additional place to swim.

We hope that you will consider the points raised by our neighbors and those raised in this letter in reaching your decision.

Respectfully submitted,

Robert and Bonnie Havery  
6 Maine Avenue  
Nantucket

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**Madaket Advisory Board Meeting Memorandum**

**HDC/MAB**

Date/Time 3/22/2021

To: Historic District Commission

From: Madaket Advisory Board

**Members Present**

( X ) Linda Williams- Chair (X) Brad Fleming ( X ) Tom Erichsen (R ) Bruce Mandel ( X ) Robert Kucharavy  
Alternate: ( ) Mark Palmer

Applicant: Charles Schwarzapfel Address: 9 Maine Ave- Pool

**Historic information/known history**

( X ) Non-Contributing ( ) Contributing ( ) Individually significant

**Comments**

( ) Incomplete application ( ) Historical information needed ( ) No Concerns ( ) Recommend View

( ) Does not meet guidelines **(X) Not appropriate** (As noted below)

**Recommendations:**

- Location of the lighting of the pool and the pool equipment
- Does not fit the character of Smith's Point, out of context for the neighborhood
- The visual impact of what has to be done to screen the pool
- Close proximity to Eel Skin Inn- historical character

**Public Comment**

Robert and Bonnie Havery, 6 Maine Ave - Suggested Screen from beach and NH Ave. Would like HDC to consider historic value of Eel Skin Inn.

Pat Catchpole, 8 Maine Ave- not in context with area, pool lighting a concerned. Screening life span- Pool equipment location and pool lighting

Andrea Baier: represents homeowner at 19 NH Ave. lighting and pool equipment location.

**Motion on Recommendations:**

Motion to accept comments made by RK; Seconded by TE

4-1 Fleming, Erichsen, Kucharavy and Williams- aye//Mandel- Recused



## Cathy Flynn

---

**From:** Stephen Theroux <steve@nantucketarchitecture.com>  
**Sent:** Monday, March 22, 2021 2:11 PM  
**To:** Cathy Flynn; Holly Backus  
**Cc:** czarinalinda@comcast.net; Charles Schwartapfel (charles@crs-ra.com)  
**Subject:** Emailing: eel skin pg 1.pdf, eel skin pg 2.pdf  
**Attachments:** eel skin pg 1.pdf; eel skin pg 2.pdf  
**Categories:** IMPORTANT

FILE COPY

Cathy and Holly,  
Here is some supplemental information we were able to locate on Eel Skin, First 9 Maine Avenue was not its original location. It was located near Madaket Marine and was a shack that was moved in 3 pieces across the bridge. Second it was renovated by a previous owner and 70 % of the structure was replaced. Third it was moved a third time to its current location and a full basement was added under the structure. Forth the structure was deemed noncontributing by the HDC in 2006.

Please take this new information into consideration at tomorrow night's meeting.

Thank you  
Stephen Theroux  
NAG

Your message is ready to be sent with the following file or link attachments:

eel skin pg 1.pdf  
eel skin pg 2.pdf

Note: To protect against computer viruses, e-mail programs may prevent sending or receiving certain types of file attachments. Check your e-mail security settings to determine how attachments are handled.

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## Cathy Flynn

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**From:** Murphy, Stephen <Steve.Murphy@lockelord.com>  
**Sent:** Monday, March 15, 2021 2:27 PM  
**To:** Bonnie Havery; Cathy Flynn  
**Cc:** abaier34@gmail.com; Pat Catchpole; Pat Catchpole; janelabarbera@gmail.com; Susan Hutton; 'dcrozier@rollins.edu'; Gerstman Richard; gpappageorge@sbcglobal.net; kmgel@gmail.com; marisakafantis@gmail.com  
**Subject:** RE: Pool Application 9 Maine Avenue  
**Categories:** IMPORTANT

FILE COPY

Dear Ms. Flynn:

While I note that the HDC may not consider the 9 Maine Avenue Pool application for some time I did want to go on record as a 40-year Summer resident of Smith Point with several points for the HDC's consideration:

1. The prior owners of the 9 Maine Avenue property (the Bathons) planted bayberry and beach plum in the southwest corner of the property parallel to New Jersey Avenue; they all died from the wind and salt air.
2. The earlier and current diagrams of the pool all suggest a unified single family property with the Eel Skin Inn to the east and the main house to the west. The fact is that Eel Skin will be rented (as it has been for the past 10 years or more) for much of the summer by families with children. The current diagrams show no protective borders or fences to protect children at Eel Skin from the threats presented by the pool.
3. The new diagrams seem to incorporate a pool house. Will the pool house be designed in a manner consistent with the historic character of Smith Point? What provision has been made to protect against spills of the chemicals necessary to maintain the salinity of the pool?
4. The new diagrams plainly show that some of the plantings to the south of the pool will be made on property owned by Brigadoon LLC. Has authorization been obtained from the property owners? Will the planned construction interfere with the Brigadoon LLC tight tank located on this same piece of property?
5. The new diagram show existing beach plum growing on the northern border of the 9 Maine Avenue property but as photos from the earlier submission clearly shows these plants are stunted at best as seen from the photos from the earlier submission taken from Maine Avenue directly through the 9 Maine Avenue property to the Saltaway Cottage on New Hampshire Avenue.

Thank you for your time and attention. Best regards, Steve Murphy

**From:** Bonnie Havery <BHavery@msn.com>  
**Sent:** Sunday, March 14, 2021 3:08 PM  
**To:** Cathy Flynn <cflynn@nantucket-ma.gov>  
**Cc:** abaier34@gmail.com; Pat Catchpole <catchct@netscape.net>; Pat Catchpole <patchpole@gmail.com>; Murphy, Stephen <Steve.Murphy@lockelord.com>; janelabarbera@gmail.com; Susan Hutton <hutton4834@gmail.com>  
**Subject:** Pool Application 9 Maine Avenue

**\*\* External email \*\***

Regarding the application to install an inground pool at 9 Maine Ave.:

It seems to us that one of the key issues in this proposal is the fact that no matter how you try to hide this proposed pool, there would still be an element introduced to our neighborhood that would be out of character with the simple atmosphere of old Nantucket that exists there. The fact that it would be placed next to a structure of historic significance, the Eel Skin Inn, makes it even more egregious to any effort to protect an important part of Nantucket's history.



Cathy Flynn

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**From:** Thomas Erichsen <erichsentbe@gmail.com>  
**Sent:** Sunday, March 14, 2021 10:56 PM  
**To:** Cathy Flynn  
**Subject:** Fwd: Smith Point pool

FILE COPY

Sent from my iPhone

Begin forwarded message:

**From:** "Murphy, Stephen" <Steve.Murphy@lockelord.com>  
**Date:** March 14, 2021 at 2:34:27 PM EDT  
**To:** Tom Erichsen <erichsentbe@gmail.com>  
**Subject:** Smith Point pool

Tom: I trust that this note finds you and your family safe and healthy. I hss as d a couple of thoughts on the proposed pool that I would like to share with you:

First, the prior owners of the property (the Bathons) planted bayberry, beach plum and grasses on the southwest corner of the property along New Jersey Avenue; they all died from the wind and. salt air.

Second, the diagrams of the pool all suggest a unified property with Eel Skin to the east and the main house to the west. The fact is that Eel Skin will be rented for much of the summer by families with children. How will those families, and particularly the children, be protected from the threat presented by the pool? Why isn't some type of barrier being proposed for between the pool an Eel Skin?

Third, the new plans seem to incorporate a pool house. Will that be designed in a manner consistent with the historic character of Madaket?

Fourth, what provision has been made to protect against spills of the chemicals necessary to maintain the salinity of the pool?

Thanks for your help Tom. Best regards, Steve

[[http://images.lockelord.net/Locke\\_Lord\\_SQ\\_Logo\\_RGB\\_web.png](http://images.lockelord.net/Locke_Lord_SQ_Logo_RGB_web.png)]<<http://images.lockelord.net/>>

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## Cathy Flynn

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**From:** Dara Foundyller <9massave@gmail.com>  
**Sent:** Sunday, March 14, 2021 3:42 PM  
**To:** Cathy Flynn  
**Subject:** Pool Application - Smith's Point

**Categories:** IMPORTANT

Please deny the permit. Let Smith's Point simple cottage and beach lifestyle continue with thoughtful, appropriate evolution. Who needs a pool when you have public beaches at your front and back door. Maybe if you lived on Orange Street? Permit this, you set a precedent.

Dara Foundyller  
9 Massachusetts Ave

---

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FILE COPY



## Cathy Flynn

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**From:** Bill Hamlen <WilliamPHamlen@yahoo.com>  
**Sent:** Sunday, March 14, 2021 3:24 PM  
**To:** Cathy Flynn  
**Subject:** Pools on Smith's Point

**Categories:** IMPORTANT

Hi Kathy,

My name is William Hamlen and my wife and I own the property on 8 New Jersey Avenue on Smith's Point. I understand that there is an application to put a pool on the Smith's Point. While I tread very cautiously in opposing anything that a neighbor may wish to do with his or own property, I am concerned that the excess water used to fill the pool AND maintain all of the proposed plants will deplete our fragile aquifer. I would also note that this winter's erosion has been severe and our aquifer is also under siege by the sea. If anything can be done to mitigate this risk to the aquifer, then I would rest my objections.

Thanks for your consideration,  
William Hamlen

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FILED

## Cathy Flynn

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**From:** Bonnie Havery <BHavery@msn.com>  
**Sent:** Sunday, March 14, 2021 3:08 PM  
**To:** Cathy Flynn  
**Cc:** abaier34@gmail.com; Pat Catchpole; Pat Catchpole; Murphy, Stephen;  
janelabarbera@gmail.com; Susan Hutton  
**Subject:** Pool Application 9 Maine Avenue  
**Categories:** IMPORTANT

FILE COPY

Regarding the application to install an inground pool at 9 Maine Ave.:

It seems to us that one of the key issues in this proposal is the fact that no matter how you try to hide this proposed pool, there would still be an element introduced to our neighborhood that would be out of character with the simple atmosphere of old Nantucket that exists there. The fact that it would be placed next to a structure of historic significance, the Eel Skin Inn, makes it even more egregious to any effort to protect an important part of Nantucket's history.

Respectfully submitted,  
Robert and Bonnie Havery  
6 Maine Avenue

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## Cathy Flynn

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**From:** Richard Gerstman <richard@gerstman.com>  
**Sent:** Thursday, March 04, 2021 2:55 PM  
**To:** Cathy Flynn  
**Subject:** Swimming Pool at Maine Ave.

**Categories:** IMPORTANT

Dear Ms. Flynn,

My husband and I strongly oppose the installation of a swimming pool at Maine Avenue at Smith Point. We have been lucky enough to enjoy the natural beauty, tranquility and historical Nantucket aura of Smith Point every summer for 48 years in our "Jetsam" cottage at 22 Massachusetts Ave.

The building of this pool could result in many future pools here. Attempts to camouflage the negative visual impact of safety fencing around pools could be only temporary, because the wind and sandy soil in this area makes plantings futile. The water quality for drinking, swimming and fishing is very fragile here, and will be exacerbated with further pool installations. This pristine and unique environment must be preserved.

Thank you very much,  
Jo Ann and Richard Gerstman

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FILE COPY

-----Original Message-----

From: Andrea Baier <[abaier34@gmail.com](mailto:abaier34@gmail.com)>

Sent: Sunday, February 21, 2021 2:03 PM

To: Cathy Flynn <[cflynn@nantucket-ma.gov](mailto:cflynn@nantucket-ma.gov)>

Cc: Baier Andrea <[abaier34@gmail.com](mailto:abaier34@gmail.com)>; Baier Bruce <[abbaier@att.net](mailto:abbaier@att.net)>

Subject: Re: Pool Application, 7/9 Maine Ave.

Hi Cathy

Thank you for your note.

I have, since writing this letter, seen the revised pool plans which include the landscaping and the location of the pump house/pool equipment. My hope is to include these additional concerns with the ones that I have already expressed in my letter dated 01/28/21.

As longer term landowners on Smith's Point and anyone else who is familiar with that unique, fragile area know, the suggested landscaping in the pool plan is ridiculous. While the plantings might survive one year, they would eventually all die from the sandy soil and the wintertime exposure to the ocean spray, and the pool would be completely exposed on both the north and south sides. Indeed, much of the planting that the owners had done last summer has already died.

Our very small cottage and deck on 19 New Hampshire Avenue looks directly onto the back of Eel Skin Inn and the lawn between Eel Skin and the bigger house. If someone from the HDC committee were to visit to our property, he/she would see that the distance between our cottage and Eel Skin is very close—indeed, on some mornings while standing on our deck and without at all raising my voice, I have carried on conversations with an Eel Skin Inn renter.

As far as I can tell from the proposal, the pump house would be right next to the back of Eel Skin on the north property line. Not only would we be looking directly at it, but also we would be constantly hearing the pump.

Again, thank you!

Sincerely,

Andréa Baier

FILE COPY



## Cathy Flynn

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**From:** Bonnie Havery <BHavery@msn.com>  
**Sent:** Saturday, January 16, 2021 1:18 PM  
**To:** Cathy Flynn  
**Subject:** Smith Point pool application

**Categories:** TO BE ADDED TO ENERGОВ AND APP

*The following is a statement posted by the Nantucket Preservation Trust that is highly relevant to your considerations of the application to install an in-ground pool on Smith Point. Please bring this to meetings. Thank you.*

*The Havery's, 6 Maine Ave.*

## Smith's Point: Nantucket's Far West End

[JANUARY 14, 2021 RITA CARR](#)

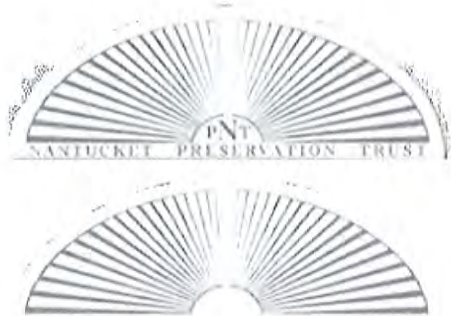
Smith's Point, the far western end of Madaket over Millie's Bridge across Hither Creek, feels like a remnant of a former Nantucket. Although it is unclear how the Point got its name, the Wampanoag called this area Nopque, meaning landing place. In *A Natural History of Nantucket*, Peter Brace describes Smith's Point "all outwash sand deposits held in place by American beach grass and some snow fencing," and his part of the island is particularly shaped by eroding waves and winds. Historic maps show the Point used to extend all the way to Tuckernuck, and until 1869 Nantucketers could drive cattle and other livestock across Smith's Point to Tuckernuck at low tide. In 1961, Hurricane Esther opened up a break in the point, and the resulting Esther Island remained severed from the rest of Nantucket until accreting sand re-connected it in 1986. More recently, in 2016, a winter storm took much of the beach away and turned Maine Avenue into a dead-end street.

Map of Nantucket including Tuckernuck, detail. 1838. Curtesy of the Nantucket Historical Association.

The Point has long been known for its excellent fishing, but few dwellings were constructed here, outside of a handful of fishing shacks and modest homes along Hither Creek. In the 1910s, Otis Emerson Dunham, owner of several hundred acres in Madaket, contracted with the Massachusetts Coastal Company to develop a subdivision he called "Maddequet Terrace," including much of Smith's Point. Though there was an early frenzy of buying, little development followed, and by 1920, many of the parcels were forfeited to the Town of Nantucket for delinquent tax benefits. For others, however, the ease of travel brought on by the introduction of the automobile to Nantucket inspired the building of simple cottages near the beaches of Smith's Point.

One of the oldest buildings on Smith's Point is the Eel Skin Inn at 9 Maine Avenue. It was originally constructed next to the Hither Creek Boat Yard circa 1910. It served as a shack for eel fisherman and others to skin their catch after a day's fishing. It was also, apocryphally, a rumrunner's shack during Prohibition. It was moved to its present site on Maine Ave in 1975 by Tom Lazor, also known as **Colonel Bat Guano**. A small addition was put on following the Inn's move across Hither Creek, but the structure's historic character is defined by its low roof profile and varied fenestration.

Become a Member



NANTUCKET PRESERVATION TRUST

From B. L. Hanning  
1/16/2021

UNCATEGORIZED

## Smith's Point: Nantucket's Far West End

JANUARY 14, 2021 | RITA CARR

Smith's Point, the far western end of Madaket over Millie's Bridge across Hither Creek, feels like a remnant of a former Nantucket. Although it is unclear how the Point got its name, the Wampanoag called this area Nopque, meaning landing place. In *A Natural History of Nantucket*, Peter Brace describes Smith's Point "all outwash sand deposits held in place by American beach grass and some snow fencing," and his part of the island is particularly shaped by eroding waves and winds. Historic maps show the Point used to extend all the way to Tuckernuck, and until 1869 Nantucketers could drive cattle and other livestock across Smith's Point to Tuckernuck at low tide. In 1961, Hurricane Esther opened up a break in the point, and the resulting Esther Island remained severed from the rest of Nantucket until accreting sand re-connected it in 1986. More recently, in 2016, a winter storm took much of the beach away and turned Maine Avenue into a dead-end street.



Map of Nantucket including Tuckernuck, detail. 1838. Courtesy of the Nantucket Historical Association.



**Cathy Flynn**

---

**From:** Joanna Leary <joanna.leary28@gmail.com>  
**Sent:** Tuesday, February 02, 2021 9:27 AM  
**To:** Cathy Flynn  
**Subject:** pool at 9 Maine Avenue

FILE COPY

Dear Ms. Flynn,

I write to express my concerns about the application by the new owners of 9 Maine Avenue in Madaket to put in an indoor pool. This is an extremely poor idea for a variety of reasons:

1. My primary concern is the water availability on Smith's Point. As you know, this is a highly fragile ecosystem. There is just not much fresh water in the lens below Smith's Point. An inground pool needs to be filled with water: where are they going to get that water from? This would put undue stress on the aquifer.
2. We have been told that we will never get town water out to Smith's Point, so see above. What are we supposed to do when our wells run dry b/c of this ill-conceived pool? Our house is on Massachusetts Ave and we already have egregiously poor water quality. Over the 50+ years we have owned our home we have watched our water quality steadily decline as more and more houses were built on the point.
3. That area is vulnerable to ocean erosion and wave incursions. If there is a pool there, that is just one more thing to contribute debris to the ocean in the case of washover.
4. Allowing this pool to be put in sets a precedent for the rest of Smith's Point that is not a welcome one. Smith's Point cannot support **any** indoor pools.

For the above reasons, this application should be denied by the HDC. Please feel free to contact me if you have any questions.

Thank you for your time,

Joanna Leary  
7 Massachusetts Avenue  
207-408-1853

## Cathy Flynn

---

**From:** Andrea Baier <abaier34@gmail.com>  
**Sent:** Thursday, January 28, 2021 3:47 PM  
**To:** Cathy Flynn  
**Subject:** Pool Application, 7/9 Maine Ave.

FILE COPY

Hi Cathy

It has recently come to my attention that the owners of 7/9 Maine Ave. wish to build an in-ground pool on their property on Smith's Point.

My brothers and I own a small cottage on 19 New Hampshire Ave., which my parents purchased in the early 1970's. Our property abuts 7/9 Maine Ave.

As I am sure you know already, Smith's Point is unique. It is an environmentally fragile area, an informal beach scape neighborhood that is very different from the rest of Madaket. The cottages on Smith's Point are small, quaint structures, humble in their historic appeal and proud of the way that they blend with the aesthetic of the area. An in ground pool goes against the very nature of Smith's Point.

As you may also know, 7/9 Maine Ave. is separated from the ocean by a small dune that has, in the recent past, been destroyed and is only now, with the great effort of many of the homeowners, rebuilding. Indeed, Eel Skin Inn, the historic cottage original to 7/9 Maine Ave., had to be re-located and moved back when the waves were lapping at its door. From an environmental perspective, an in-ground pool in such an unstable area seems like a disaster waiting to happen.

My hope, and I know the hope of other land owners in the Smith's Point area, is that the application for a pool will be denied.

Thank you so much.

I hope that all is quiet on the island, that you are enjoying the winter months and staying healthy.

Sincerely,

Andréa Baier (and Doug, Bruce, and Chris Baier)  
802-377-7227



a maine Ave  
pull

FILE COPY

#10-2033



#10-2033













## THE ARTS

## Colonel Bat Guano's Eel Skin Inn

By PETER B. BRACE  
INDEPENDENT WRITER

Amongst proper beach cottages lining the Madaket sand roads — those named after U.S. states — with quarterboards such as "Saltaway," "Beachcomber," "Windblown," "Sea Urchin" and "Madascape" is the Eel Skin Inn at 9 Maine Ave., just west of California Avenue.

Tourists have never searched in vain for a bed & breakfast bearing that title. And, eels have never entered the cramped confines of this building — unless, of course, they were first speared for skinning and smoking.

The Eel Skin Inn, with its crooked roof and low-slung, narrow barracks look, was the late Tom Lazor's slice of west end summer heaven that he converted from an eel shack, originally located next to the Hither Creek Boatyard, into a cottage. When Lazor was alive, the Eel Skin Inn was teeming with neighborhood children, yellow Labrador retrievers and Lazor's west end co-conspirators.

"It was a Madaket shack," said Tennessee Avenue resident Beverly Hall. "Tom kept it rustic with real Madaket flavor. It was always appreciated, and you went in there and time went backwards. We always called it 'Tom's Beach' when we went swimming there."

The launching site for many a picnic to Esther's Island, steamer digging expeditions and simple lunches carried over the dunes, the Eel Skin Inn stands intact today because of those who understood Lazor's summer-in-Madaket mantra.

Its present owners, Rebecca and Edward Odegaard, were entranced immediately upon seeing the cottage, and purchased it because of what it represented: open stud walls, no electronic entertainment and beach sand that they knew they could never keep out.

"For years, we had owned a house in town, and I used to go out to Madaket to watch the sunset. In my wanderings, I came across the Eel Skin Inn, and I was really curious about it," said Odegaard. "It didn't look like a normal Nantucket house. It had the front seat of a car on the front. It was a little bit scary. I always thought that somebody with a shotgun would come out of the front door."

Surviving several plans for its demise or expansion prior to Rebecca's discovery, and coming out revived and fortified after the Odegards' restoration, the Eel Skin Inn is once again on the market.

## COLONEL BAT GUANO

Live eels were first shipped from Nantucket to markets in Boston and New York in 1874," said Nantucket fishermen J. Clinton Andrews in his book, "Fishing Around Nantucket." "And they were packed in barrels of wet seaweed and sold for twenty dollars a barrel. The



BEVERLY HALL PHOTO



ROB BUNCELEY THE INDEPENDENT



BEVERLY HALL PHOTO

The man and his "inn," Tom Lazor, top, A.K.A. Colonel Bat Guano, spent as much time as he could at his Madaket cottage on Maine Avenue called the Eel Skin Inn, above. Lazor cherished the rustic summer essence of the cottage, the friendships and his son, Jared, at left. The Eel Skin Inn is now for sale for \$1,495,000 by its present owners, Rebecca and Edward Odegaard, through real estate broker Susie Lister Locke, one of the colonel's close friends.

dealers kept a percentage or commission of the price paid by the buyers."

The spearing and marketing of American eels, which at one time thrived in Hither Creek, Madaket Harbor and the island's great ponds to support a fishery, sounds a little bit too much like work. And although Lazor's cottage had the work "eel" in its name, worked definitely did not come into play.

Playing hooky from real world responsibilities did, however, rule the day. Lazor, who also went by his self-dubbed "summer name," Colonel Bat Guano, was an advertising executive from Connecticut for several pharmaceutical companies, according to his friend Susie Lister Locke of Windwalker Real Estate, the listing broker for the colonel's cottage.



Locke said Lazor would arrive on the island by plane, along with a dozen yellow Labrador retriever puppies and head straight for the Eel Skin Inn. Within 20 minutes after arriving at his Maine Avenue digs, Lazor would be out on the water in his Boston Whaler.

Two milk crates of steamers were always hanging in the water off his Whaler and were fair game for those intrepid and honest enough to dig up replacements. A party atmosphere was the norm around the inn, recalled Locke, who remembers many picnic trips with Lazor and their crowd out to Esther's Island.

Locke said Lazor shared with her a part of Nantucket she never knew existed. Having never spent much time out in Madaket before she met Colonel Bat Guano, Locke eventually fell happily in love with Lazor's group of Madaket cottage dwellers.

## A RUMRUNNER'S SHACK

The Eel Skin Inn comprises two bedrooms, a tiny bathroom, kitchen, small sitting room and a front porch facing the ocean just over the dunes about 150 feet from the water. Lazor, and the Odegards after him, cherished the inn's fishing connection to the island's past, making just enough changes to keep the former eel shack habitable without stripping it of too much of its history and casual summer feel.

"I think that it was a smokehouse for eels that they caught. In fact, after we bought the house, somebody came by and gave us some eelspears and said that they originally came with the house and thought that they belonged with the house," said Odegaard.

Locke said eel fishermen would sit around a potbelled stove in the shack drinking rum, skinning and smoking their catch. Because their taste was too strong during the summer, eels were speared more frequently during the winter through holes in the ice, said Andrews.

"It was originally called the Five Ds, next to the Hither Creek Boatyard, now called Madaket Marine, and Tom moved it across the culvert and put it on that spot," Hall remembers.

Though deemed a non-contributing structure by the Historic District Commission's Nantucket Island Architectural and Cultural Resources Survey, the inn, which the HDC believes was built around 1910, may have served an alternate purpose.

"...Was a rumrunner's shack at the turn of the century when located at the

See UNDER THE EAVES, page 25



## THE ARTS

# Voters: Town should provide land for arts center

By MARLI GUZZETTA  
INDEPENDENT ARTS EDITOR

We, the people of Nantucket, in order to form a more perfect island, establish the long-term growth of a substantial year-round sector of the local economy, provide a place for all forms of the arts to thrive, perform, create and learn, do ordain and establish that the city should provide land for the construction of the Community Arts Center—somewhere and at some point.

That was the result of the Annual Town Vote last Tuesday, when citizens voted 2,030 to 1,220 that the town should provide land for the creation of a Community Arts Center (Question 5) while voting 1,991 to 1,211 that the town should not provide management for the creation of a Community Arts Center (Question 6) and 1,785 to 1,404 that the town should also not provide financing for the creation of a Community Arts Center (Question 7).

"I'm thrilled. This underscores the general community support for a community arts center on town land, by overwhelming majority," said Finn Murphy, who

served on the Board of Selectmen's work committee to explore possible uses for the property on 2 Fairgrounds Road, considered by many to be the lead contender for the site of a community arts center.

"I think that it would be a good addition to our infrastructure here," said Nantucket Planning Director Andrew Vorce on the Community Arts Center. Board of Selectmen Chair Whitley Willauer seconded the support: "I like the idea. I think it's needed. ... You got one step in the right direction—one of the hardest things to do around here is find land for these situations."

Murphy and Reggie Levine, President of the Nantucket Arts Council, both agreed that the next step is a study for what is needed in an arts center and a subsequent proposal to bring to the town.

"It seems to me that this group now, based on this vote, would start putting together their specific program of what this center would be," Vorce said. "If they don't have specifics, they should get busy on that."

This gets to the most pressing question facing the future of the arts center now: Who?

Now that the town has voted to have non-civic groups spearhead the project, who is going to be its cat-

alyst?

"Somebody has to become a proponent and initiate the action," Willauer said. "Somebody has to get behind this and be the proponent and organize this as far as the functions and the size and the shape and financing, you name it. This has to have people pushing it."

Levine suggested that the long-standing arts organizations should "of course be consulted."

"I would think you have certain organizations already in place: like the Nantucket Theatre Workshop, the Arts Council, the Artists' Association—these are three organizations that have been around a long time and have proven their worth."

Despite not yet knowing who will ultimately become the advocate for the center, Levine is wholly optimistic.

"This is an adventure that they're starting," Levine said. "It's a new concept, something that is long overdue—there should be a great deal of thought and enthusiasm, because this will have a tremendous impact on this community. And if we approach it with a positive idea, the attitude should be positive, because it's exciting. The other elements, they'll fall into place." ■

## UNDER THE EAVES

Continued from page 23

boatyard," reads the HDC's survey under the heading, "Significance."

Whatever its use, Lazor wanted it. He purchased the eel shack in 1975 for around \$200, according to Locke, and moved in it three sections over to his land at the corner of Maine and New Jersey avenues, widening Millie's Bridge to get it across Higher Creek.

"I think someone named Miller may have owned it (at the boatyard)," said Hall. "I remember the day it was moved. That was a big day. They didn't think it would make it."

Piecing it back together, Lazor's renovations were just enough to add living space, plumbing, electricity and phone service.

The colonel eventually built what Locke calls the boathouse on his second lot at 7 Maine Ave. for his son, Jared.

The little bunkhouse about 100 feet from the inn has one bedroom, a full bathroom and a sundeck. A tiny garage/storage room is attached to the north side of the boathouse.

## AN OLD SUMMER COTTAGE

The Eel Skin Inn changed hands several times after Lazor—who passed away last year at 78—sold it, and before the Odegards bought it in May 2001 for \$525,000.

"We went to look at it and it was definitely a house where the wind was blowing right through it," said Odegard. "We saw it in March, but as soon as I walked into it I was completely smitten with bringing it back to life. The screen door came off in my hands as we walked into it."

"My husband's always wanted to have a house where he could walk to the beach with a book; we weren't concerned with the busyness of town."

Fiercely protective of their Smith's Point summer enclave, all of Lazor's neighbors were concerned that whomever bought the inn would scrape the lot clean and start over with an uncharacteristically large "beach" house, similar to those along Eel Point Road. And although the two owners before the Odegards designed and filed such plans, none of them came to fruition.

And then Rebecca and her husband

picked up the old inn, and the neighborhood relaxed.

"I think that out on Smith's Point there was huge sigh of relief that we didn't bulldoze it," said Odegard. "They couldn't believe that we kept it. We really wanted to save it and not watch it fall down."

As former New York City dwellers who had historically restored their former Pine Street home, the Odegards are at once believers in preservation and bohemia at heart when it comes to their summer cottage.

Replacing about 70 percent of the wood framing, flooring, walls and trim inside and out of the inn, the Odegards believed in making it livable while protecting its shape and appearance, right down to the dip in the roof.

A mahogany enclosure was built over the east-end porch. All of the windows were replaced with antique glass and trimmed with mahogany. And a mahogany deck, nearly flush with the ground, was built onto the east side of the house with an outdoor shower on it.

Inside, the changes included a claw-

foot bathtub in the west bedroom so Rebecca could look at the ocean while bathing. She also painted each room a different bright color: the colors of a beach ball as she describes it, including the red and cream-striped master bedroom floor, a turquoise smaller bedroom and a multicolored sitting room.

Beneath the house, the Odegards dug a five-foot crawl space, and on the grounds created a three- to four-foot berm in front of their enclosed porch and down New Jersey Avenue, planting it with beach roses to screen the house from the road.

"I hope we kept a feel of an old summer cottage," said Odegard. "We really wanted to have it be a carefree summer house instead of reconstructing a house from a busy city setting."

Not nearly as vaunted as Madaket Millie, nonetheless Tom Lazor still had his own following, his gang of Madaket disciples who ambled out of the pitch pine groves and over the dunes for his beach memorial service last August, some of them succumbing to Hall's goading to "go swimming with Tom" in the nude. ■

## MARRIED

Continued from page 21

they change," said Trounstone, whose essay is on "passion and longing, and learning about the power of permanence over the power of transience."

Propp wrote about her husband's tendency to be "verbally abusive."

"I thought about leaving the marriage, but decided to stay, because it dealt with my issues of needing to speak up and defend myself. And I feel like he's been a great teacher at that," Propp said. "Publishing my essay was part of my campaign to speak out, and I think the more I have spoken out, the more he respects me and kind of listens to what I have to say."

At other book talks the women have hosted, the first question posed by attendants is almost always "What do the husbands think?" according to Propp.

"Anybody who contributed had a pretty decent marriage," Propp said. "Nobody was going to write

some scathing expose and remain married. In my case, and I know in Jean's case also, writing an essay about my husband has opened up lots of avenues of conversation. ... I think that the husbands were all incredibly generous to allow us to write about them."

Despite the hemming and hawing over divorce rates, Trounstone believes that marriage is a lasting, though flawed, institution. ("Without allowing everyone to marry, marriage is a more flawed institution," Trounstone added, referring to the lack of country-wide gay marriage.)

Propp and Trounstone do not claim to be experts on the subject of marriage. "We are not sociologists, and ours is not a book about answers, it's a book about questions," Propp said.

But they do admit that they have learned that the institution has enough room for everyone. "Marriage is different things to different people," Trounstone said. "There are a lot of ways that people can live their lives." ■

## BOOK TALK

**"Why I'm Still Married: Women Write Their Hearts Out on Love, Loss, Sex and Who Does the Dishes."**

*Co-sponsored by the Nantucket Athenaeum and the annual Women's Gathering.*

**When:** Saturday, April 22. Reception from 6-7 p.m. with food & libations. Talk at 7 p.m.

**Where:** Athenaeum, Great Hall

**Cost:** Free

*For more information on the discussion, call The Athenaeum at 228-1110.*



Cathy Flynn

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**From:** Andrea Baier <abaier34@gmail.com>  
**Sent:** Sunday, March 21, 2021 10:25 AM  
**To:** Cathy Flynn  
**Subject:** Erosion on Smith's Point/Pool Proposal



FILE COPY

The Point has long been known for its excellent fishing, but few dwellings were constructed here, outside of a handful of fishing shacks and modest homes along Hither Creek. In the 1910s, Otis Emerson Dunham, owner of several hundred acres in Madaket, contracted with the Massachusetts Coastal Company to develop a subdivision he called "Maddequet Terrace," including much of Smith's Point. Though there was an early frenzy of buying, little development followed, and by 1920, many of the parcels were forfeited to the Town of Nantucket for delinquent tax benefits. For others, however, the ease of travel brought on by the introduction of the automobile to Nantucket inspired the building of simple cottages near the beaches of Smith's Point.

One of the oldest buildings on Smith's Point is the Eel Skin Inn at 9 Maine Avenue. It was originally constructed next to the Hither Creek Boat Yard circa 1910. It served as a shack for eel fisherman and others to skin their catch after a day's fishing. It was also, apocryphally, a rumrunner's shack during Prohibition. It was moved to its present site on Maine Ave in 1975 by Tom Lazor, also known as **Colonel Bat Guano**. A small addition was put on following the Inn's move across Hither Creek, but the structure's historic character is defined by its low roof profile and varied fenestration.



*The Crooked House, c. 1950. Courtesy of the Nantucket Historical Association*

Another one of Smith's Point's oldest homes is the iconic Crooked House, noted in *Building with Nantucket in Mind* as "a delightful example of additive massing." It was built along Massachusetts Avenue before 1938. It was owned by Henry Coffin, who together with his wife Anna owned many parcels in Smith's Point. It's most notable summer resident, however, was Fred Rogers. After first renting the cottage in the summer of 1960, he and his wife Joanne received the house as a Christmas present from his parents, James and Nancy Rogers, and spent decades visiting each summer.

Just up the street from Crooked House is 23 Massachusetts Ave, a quintessential Madaket fishing cottage. The property was also once owned by Henry and Anna Coffin, who sold it to Mary B. Gardner in 1935. The cottage was built shortly thereafter and still retains its simplicity and charm.







*Houses at the end of Massachusetts Avenue, 2020.*

The eclectic mix of early fishing shacks, cottages and ranch-style houses built between the 1910s and 1940s, and more angular, mid-century homes on Smith's Point are unified by their integration into the landscape, materials, and generally unpretentious scale and massing. As development pressures increase, care must be taken to ensure the Point retains its unique character.

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RAMBLINGS, UNCATEGORIZED

## North Liberty Street's Threatened Streetscape

JANUARY 7, 2021 | RITA CARR

*Friday, January 8 at 10 AM the Historic District Commission will hold a special meeting to hear a proposal to renovate and relocate on its lot the home at 27 North Liberty Street. **[Click here to view the proposed plans and other supporting documentation.](#) **[View the meeting agenda here.](#)*****

### Threatened: North Liberty Streetscape

In 2014, the North Liberty streetscape near the Lily Pond was threatened by a controversial application to move a barn off the property at 29 North Liberty Street. The proposal was denied by the Historic District Commission (HDC) but overturned by the Select Board on an appeal. Later, the HDC reversed their own decision and approved the move. An appeal in Nantucket Superior Court resulted in the upholding of the HDC's original denial. A later appeal in State appeals court also upheld the HDC's initial denial.

8 1/2 x 11

# Historic District Commission OLD BUSINESS CHECKLIST



## Planning and Land Use Services

2 Fairgrounds Road, Nantucket, Ma 02554  
508-325-7587

This checklist **MUST** be submitted with your application.

\*Refer to the HDC Policies and Procedures for Applicants for further information link below:

<https://www.nantucket-ma.gov/DocumentCenter/View/28657/HDC-Policies-and-Procedures-for-Applicants-revised>

Failure to submit the required documents below for an Old Business meeting **MAY** result in delays.

|   |                                                                                                                                                                                                                                     |
|---|-------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| ✓ | Sign in submission at Front Desk                                                                                                                                                                                                    |
|   | HDC case number: (ex HDC2020-xx-xxxx), if applicable<br>05-0895 <span style="float: right;">10-2033</span>                                                                                                                          |
| ✓ | Copy of Minutes (application item circled)                                                                                                                                                                                          |
| ✓ | Reduced (8 1/2 x 11) copy of application                                                                                                                                                                                            |
| ✓ | Locus Map: 4 copies: <a href="https://www.nantucket-ma.gov/151/GIS-Maps">https://www.nantucket-ma.gov/151/GIS-Maps</a>                                                                                                              |
| ✓ | Four (4) copies of additional information requested by Commission- if applicable (i.e. pictures, FEMA flood Certificate, etc.)                                                                                                      |
| ✓ | Four (4) Large sets of plans <b>at 3/16" or 1/4" scale</b> (circle all that apply)<br>a. Site Plan<br>b. North Elevation<br>c. South Elevation<br>d. East Elevation<br>e. West Elevation<br>f. Window/Door Schedule                 |
| ✓ | One set reduced plans: 8 1/2 x 11                                                                                                                                                                                                   |
| ✓ | Electronic Submission: Each of the foregoing documents (including this checklist) <b>MUST BE</b> scanned to a single PDF file and emailed to <a href="mailto:hdcsubmissions@nantucket-ma.gov">hdcsubmissions@nantucket-ma.gov</a> . |
|   | Signed Affidavit: see reverse side                                                                                                                                                                                                  |



**III. CONSENT WITH CONDITIONS**

|                | <u>Property owner name</u>                                            | <u>Street Address</u>     | <u>Scope of work</u>    | <u>Map/Parcel</u> | <u>Agent</u>          |
|----------------|-----------------------------------------------------------------------|---------------------------|-------------------------|-------------------|-----------------------|
| 1.             | 59 Bartlett Road, LLC 01-2663                                         | 59 Bartlett Road          | Driveway/ramp           | 66/99.1           | Linda Williams        |
|                | • Due to minimal visibility                                           |                           |                         |                   |                       |
| 2.             | Sig Heller 01-2658                                                    | 17 Margaret's Way         | Rev 44884; pool autocvr | 20/65             | Linda Williams        |
|                | • Pool must not be visible at time of inspection and in perpetuity    |                           |                         |                   |                       |
| 3.             | Joseph Kelly 01-2657                                                  | 4 Hollister Road          | Shed                    | 92.4/275          | Linda Williams        |
|                | • Due to lack of visibility                                           |                           |                         |                   |                       |
| 4.             | Paula Barth 01-2659                                                   | 18 Gardner Street         | Expd deck 53sf/dr chg   | 42.3.4/81         | Chuck Lenhart/SCI     |
|                | • Due to lack of visibility                                           |                           |                         |                   |                       |
| 5.             | John Manera 01-2656                                                   | 5 Bartlett Road (portion) | New dwelling            | 55/102.3          | Linda Williams        |
|                | • Remove capitals and plinths and keep railing/balusters              |                           |                         |                   |                       |
| Voting         | Pohl, Coombs, McLaughlin, Camp, Oliver                                |                           |                         |                   |                       |
| Alternates     | Welch, Thornewill                                                     |                           |                         |                   |                       |
| Recused        | None                                                                  |                           |                         |                   |                       |
| Documentation  | None                                                                  |                           |                         |                   |                       |
| Representing   | None                                                                  |                           |                         |                   |                       |
| Sign Advisory  | None                                                                  |                           |                         |                   |                       |
| Concerns       | No additional concerns.                                               |                           |                         |                   |                       |
| Motion         | <b>Motion to Approve through staff per noted conditions. (Coombs)</b> |                           |                         |                   |                       |
| Roll-call Vote | Carried 5-0//Camp, Oliver, McLaughlin, Coombs, and Pohl-aye           |                           |                         | Certificate #     | HDC2021-01-(as noted) |

**IV. NEW BUSINESS**

|                 | <u>Property owner name</u>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                   | <u>Street Address</u> | <u>Scope of work</u> | <u>Map/Parcel</u> | <u>Agent</u> |
|-----------------|--------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|-----------------------|----------------------|-------------------|--------------|
| 1.              | Charles Schwarzapfel 10-2033                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                 | 9 Maine Avenue        | Pool                 | 60.3.1/425        | NAG          |
| Voting          | Pohl, Coombs, McLaughlin, Camp, Oliver                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                       |                       |                      |                   |              |
| Alternates      | Welch, Thornewill                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                            |                       |                      |                   |              |
| Recused         | None                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                         |                       |                      |                   |              |
| Documentation   | Landscape design plans, site plan, photos, correspondence, and advisory comments.                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                            |                       |                      |                   |              |
| Representing    | Steve Theroux, Nantucket Architectural Group                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                 |                       |                      |                   |              |
| Public          | None                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                         |                       |                      |                   |              |
| Concerns (5:30) | <p><b>Theroux</b> – Presented project; stated comments by the abutters are not within HDC purview; 36" retaining wall was excluded; abutter on Rhode Island Avenue has a 4-foot vegetated berm. The MAB is made up of 5 Madaket residents who don't want a pool and feels it makes no sense for this to go back to them. Asked for a denial.</p> <p>Discussing where this lot is located and possible exposure to abutting roads.</p> <p><b>Backus</b> – Read MAB comments; not in favor of the pool in this location; viewing is critical to any approval of a pool in this location; once across Millie's Bridge, this area is very different from the rest of Madaket; need to know where equipment is going. Eel Skin is circa 1868. Read letters of concern from abutters: not in context with the neighborhood whatsoever; any new plantings would create an unnatural landscape; would be within viewshed; no protection for vegetative screening on this coastal plain; berming is completely inappropriate in this flat landscape.</p> <p><b>Flynn</b> – Mr. Theroux issued plans based upon MAB comments; MAB has not seen those revisions. There is another letter from Peter Holmes. During the MAB meeting, Ms. Williams reiterated HDC's purview is from a publicly travelled way.</p> <p><b>Coombs</b> – Asked if this has gone to ConCom (outside their jurisdiction). HDC is concerned about keeping an area conducive to what has been there. To allow a pool to go in where it cannot be adequately screened is irresponsible. This is not a project that fulfills our mission.</p> <p><b>Oliver</b> – Agrees with Ms. Coombs; this is the same as pools in Cisco. It will affect the aesthetic and quality of the environment. This is a beach seascape with informality, which is what draws people there. It will not blend in and be intrusive to the landscape or this historic structure. If we deny this, they will appeal to the Select Board.</p> <p><b>McLaughlin</b> – He doesn't think there should be any problem.</p> <p><b>Camp</b> – She drove out there today. This is the most relaxed, laid-back area of the Island and really just a dune. This is different from anyplace on the Island. Allowing a pool there would take away from its character.</p> <p><b>Pohl</b> – His thoughts are similar to what's been said. Clearly there is a lot of shifting sand and landscape. It is hugely important to keep it informal. He thinks the revisions should go back to MAB. It would be foolish to issue a denial on the first hearing; we should ask for revisions.</p> |                       |                      |                   |              |
| Motion          | <b>Motion to Hold for revisions and to go back to MAB. (Camp)</b>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                            |                       |                      |                   |              |
| Roll-call Vote  | Carried 5-0//Oliver, Coombs, McLaughlin, Camp, and Pohl-aye                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                  |                       |                      | Certificate #     |              |



# HISTORIC DISTRICT COMMISSION

2 Fairgrounds Road  
Nantucket, Massachusetts 02554

Telephone: 508.325.7587  
Email: [hdcsubmissions@nantucket-ma.gov](mailto:hdcsubmissions@nantucket-ma.gov)

## COMMISSIONERS

Ray Pohl  
Chairman

Diane Coombs  
Vice-Chairman

Val Oliver

Abigail Camp

John McLaughlin

## ASSOCIATE COMMISSIONERS

Stephen Welch

TJ Watterson

Jesse Dutra

## STAFF

Cathy Flynn  
Land Use Specialist  
[cflynn@nantucket-ma.gov](mailto:cflynn@nantucket-ma.gov)

## Waiver of the HDC 10 Day Hearing Requirement

I Stephen Thero  
AS AGENT FOR Charles Schwarzapfel  
STREET ADDRESS 9 MAINE AVE  
MAP/PARCEL 60.3.1 425

UNDERSTAND THAT THE ABOVE REFERENCED APPLICATION SUBMITTED ON  
3/9/2021

WILL NOT BE REVIEWED BY THE HISTORIC DISTRICT COMMISSION, DUE TO THE  
COVID-19 PANDEMIC, WITHIN THE 10 DAY PERIOD AS REQUIRED BY:

**SECTION 8 of the HDC enabling legislation: ... The Commission shall meet  
within ten (10) days of the receipt of an application for a certificate of  
appropriateness or permit for removal...**

AND I AGREE TO A WAIVER OF THE ABOVE MENTIONED REQUIREMENT.

 3/9/2021  
Signature Date



8 1/2 x 11

October 8, 2020



Property Information

Property ID 60.3.1 425  
Location 9 MAINE AV  
Owner SCHWARZAPFEL CHARLES R



MAP FOR REFERENCE ONLY  
NOT A LEGAL DOCUMENT

Town and County of Nantucket, MA makes no claims and no warranties, expressed or implied, concerning the validity or accuracy of the GIS data presented on this map.

Geometry updated 11/13/2018  
Data updated 11/19/2018

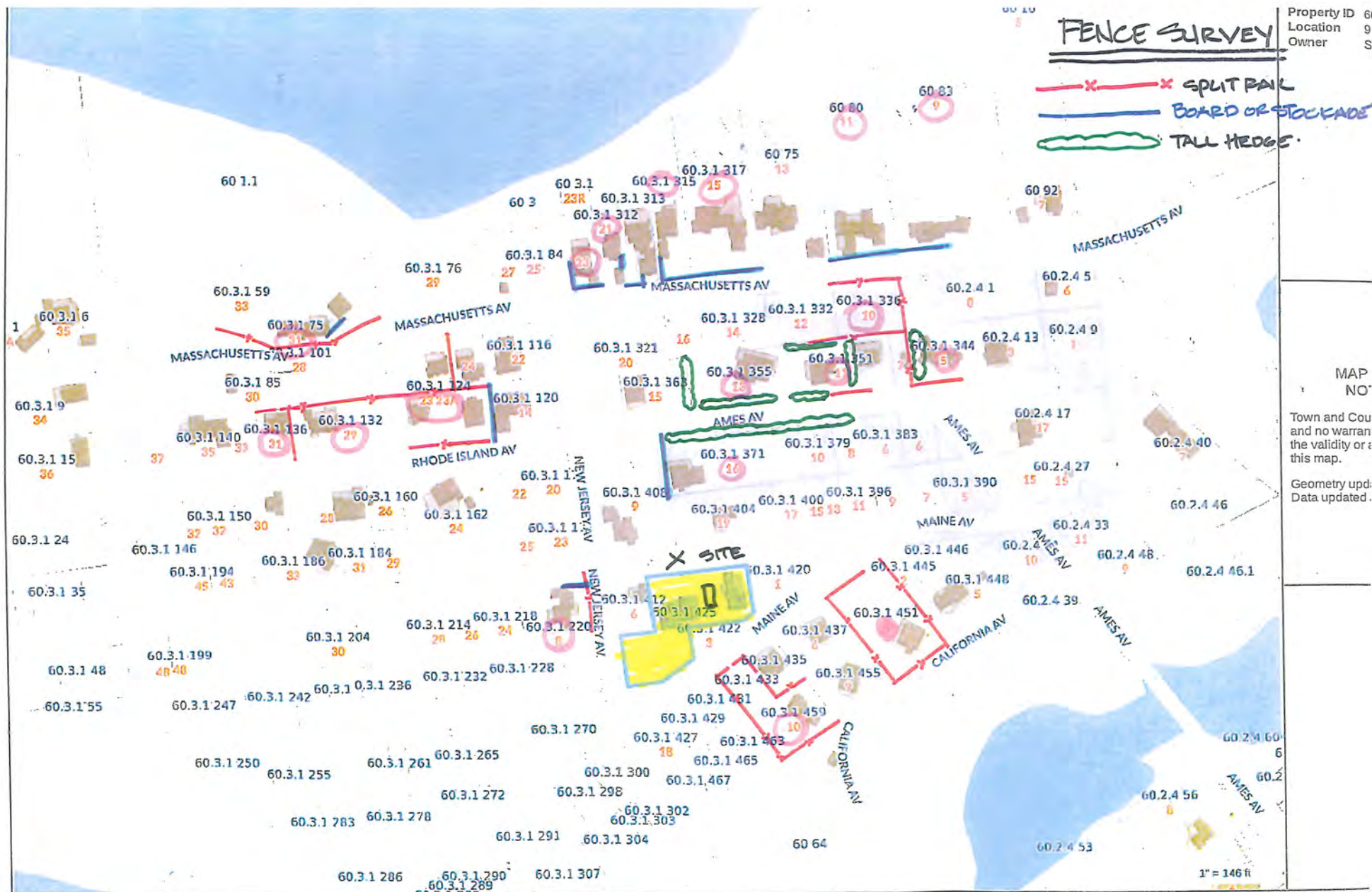




# FENCE SURVEY

Property ID 60  
Location 9  
Owner S

- X—X— SPLIT RAIL
- BOARD OR STOCKADE
- TALL HEDGE

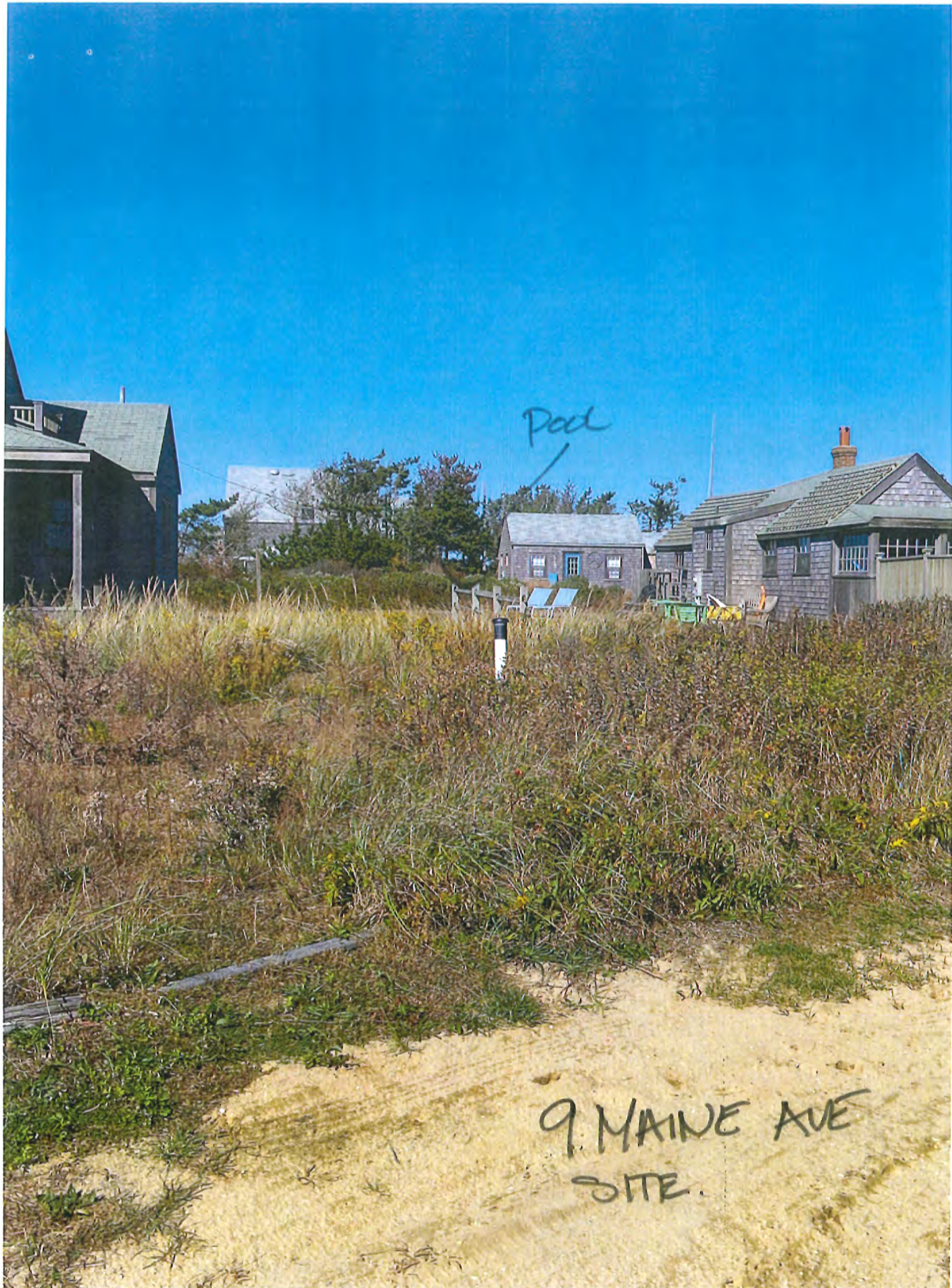


MAP NO.

Town and County and no warranty as to the validity or accuracy of this map.

Geometry updated: Data updated.





Pool

9 MAINE AVE  
SITE.





4 MAINE AVE  
SPLIT



4 MAINE AVE.





#5 AMES AVE **SPLIT**

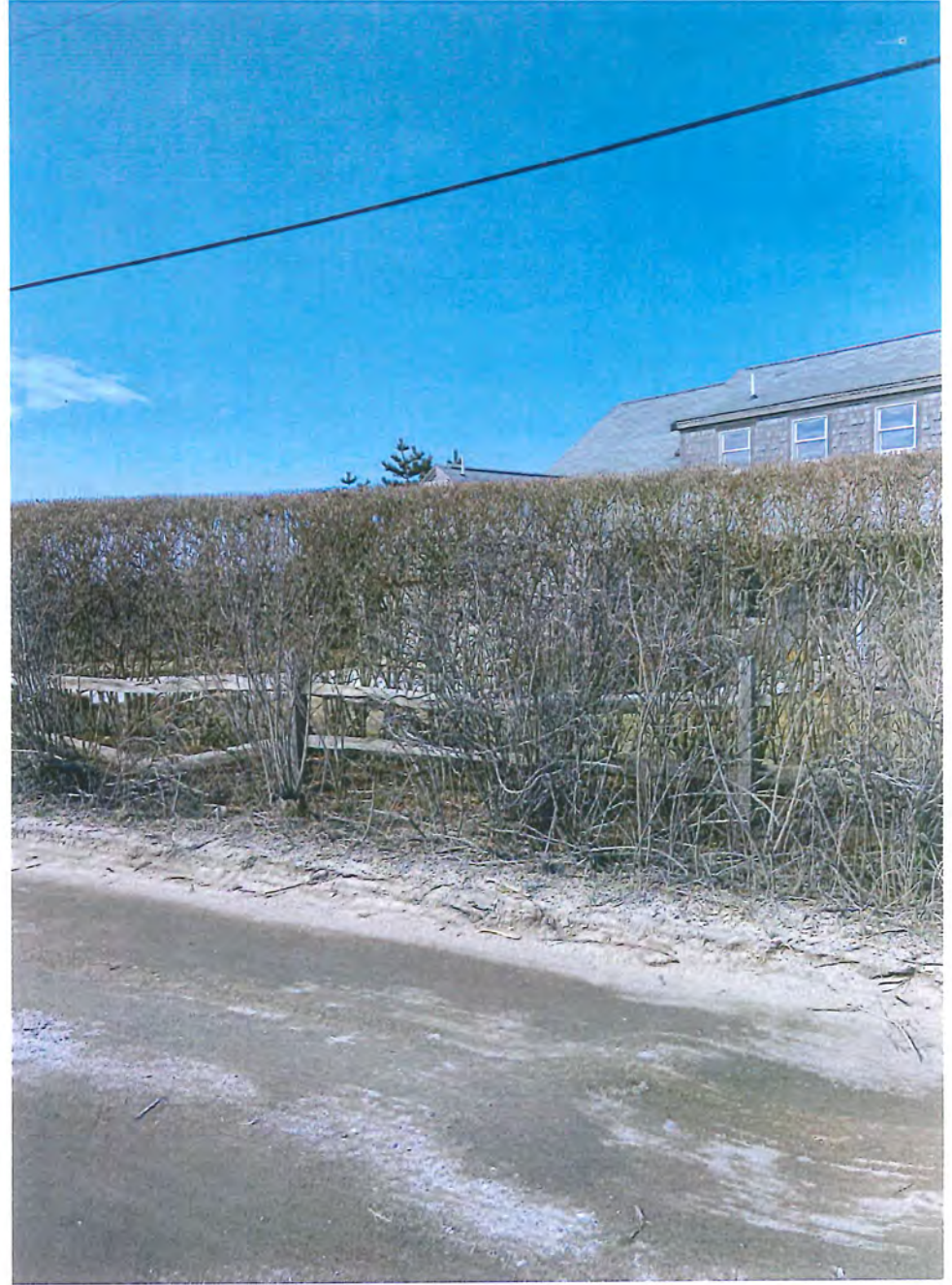


~~#13~~ AMES AVE **SPLIT**  
||





11 AMES AVE *SPLIT*



13 AMES AVE *SPLIT  
HEDGES*





16 AVES VIEWED FROM New Jersey Ave  
10 FT STOCKADE

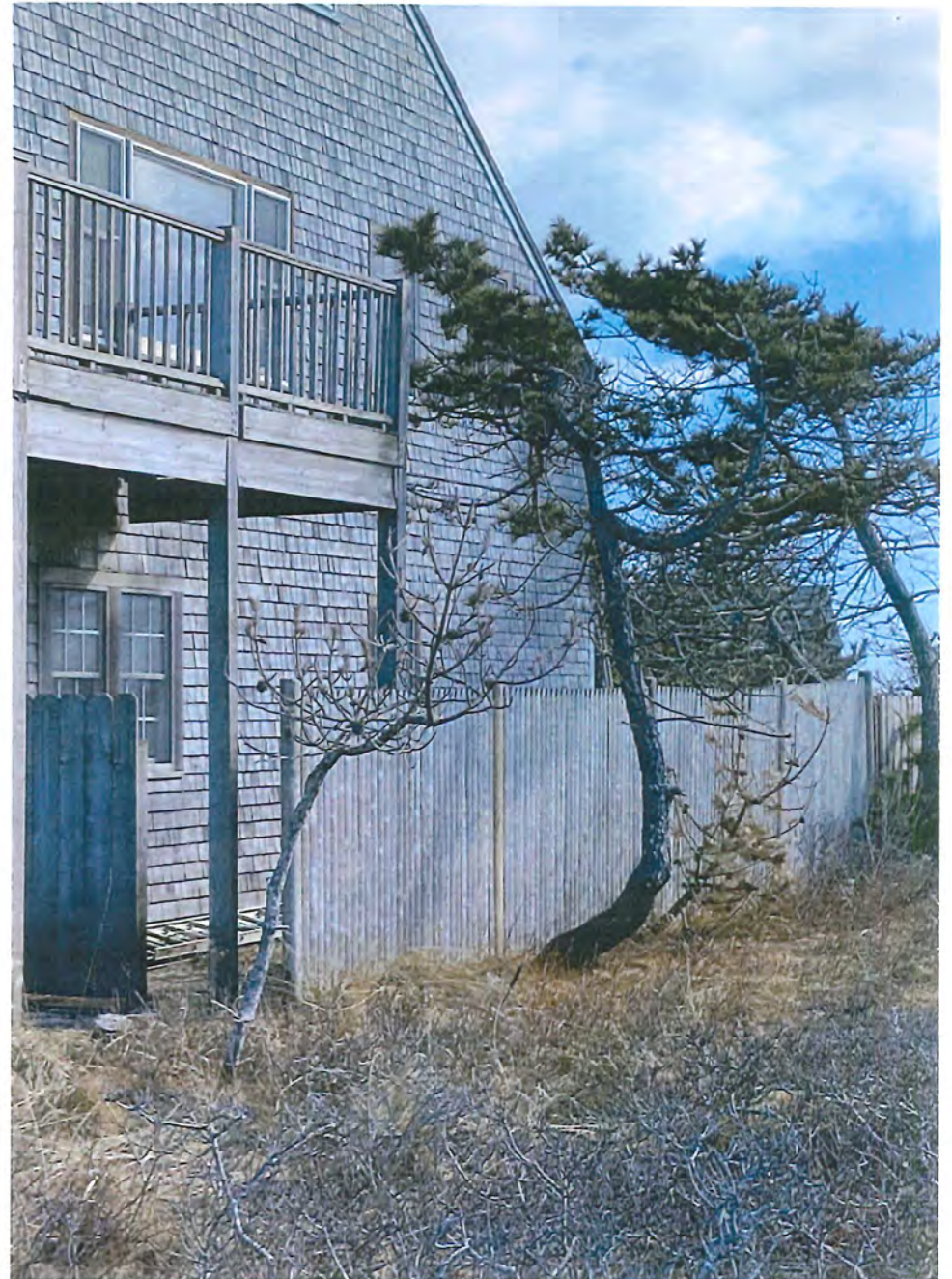


8 NEW Jersey Ave  
5 FT BOARD



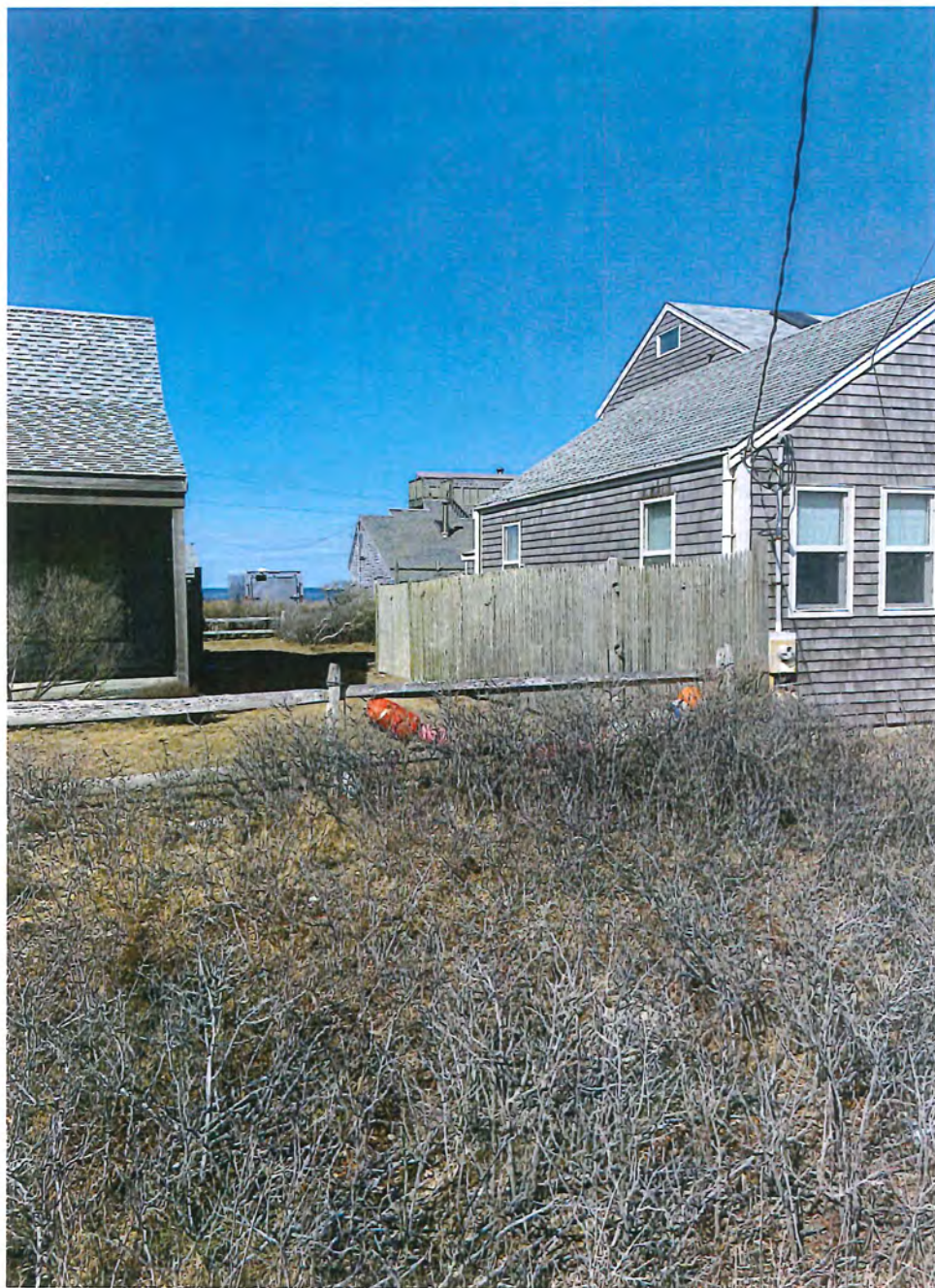


16 AMES 4' Tall BURN w/ HEDGES



16 AMES AVE 6' FT STOCKADE





28 ~~31~~ MASS AVE  
5 FT STOCKADE



31 MASS AVE SPLIT



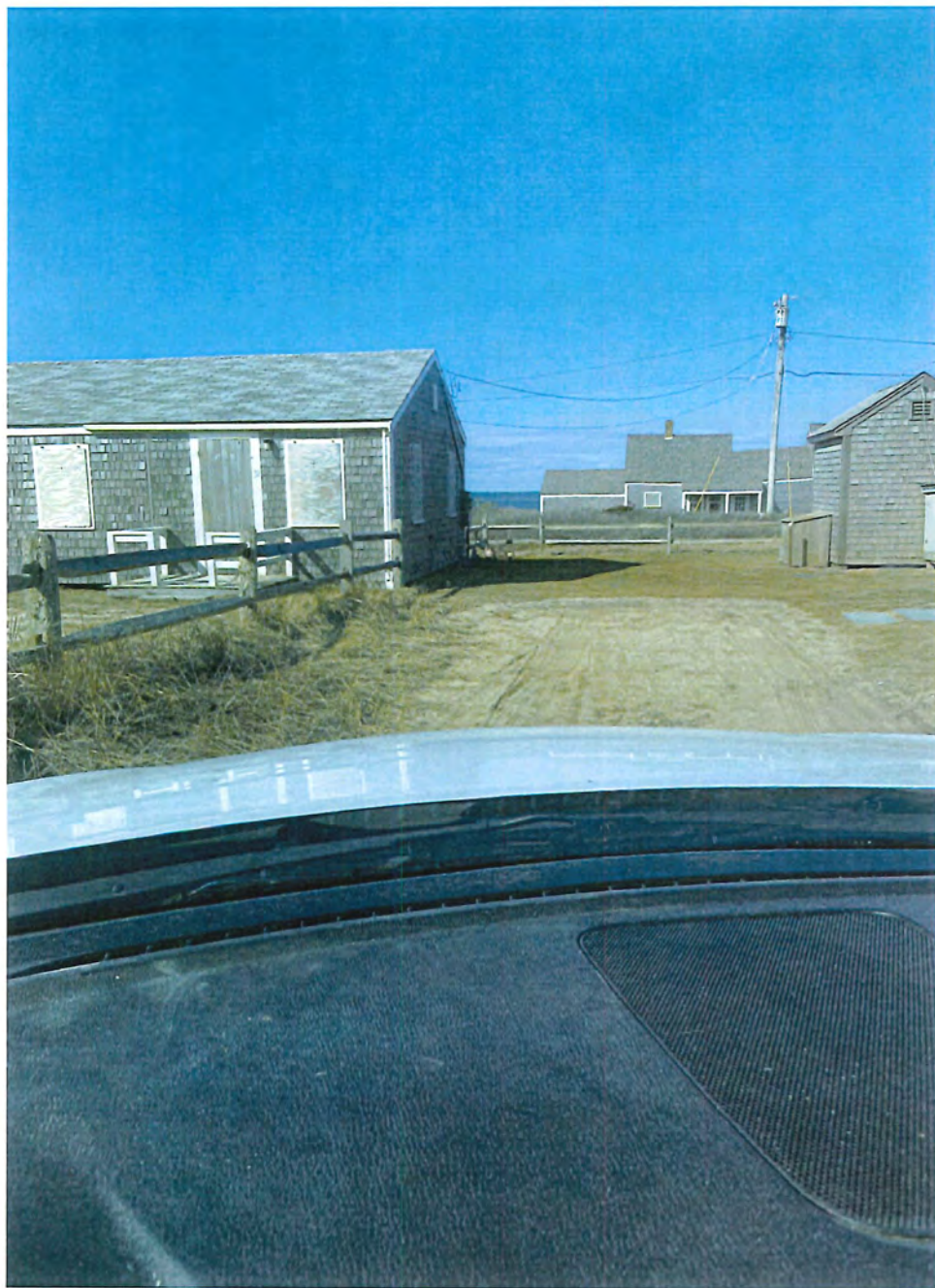


28 31 MASS AVE 6FT BOARD F

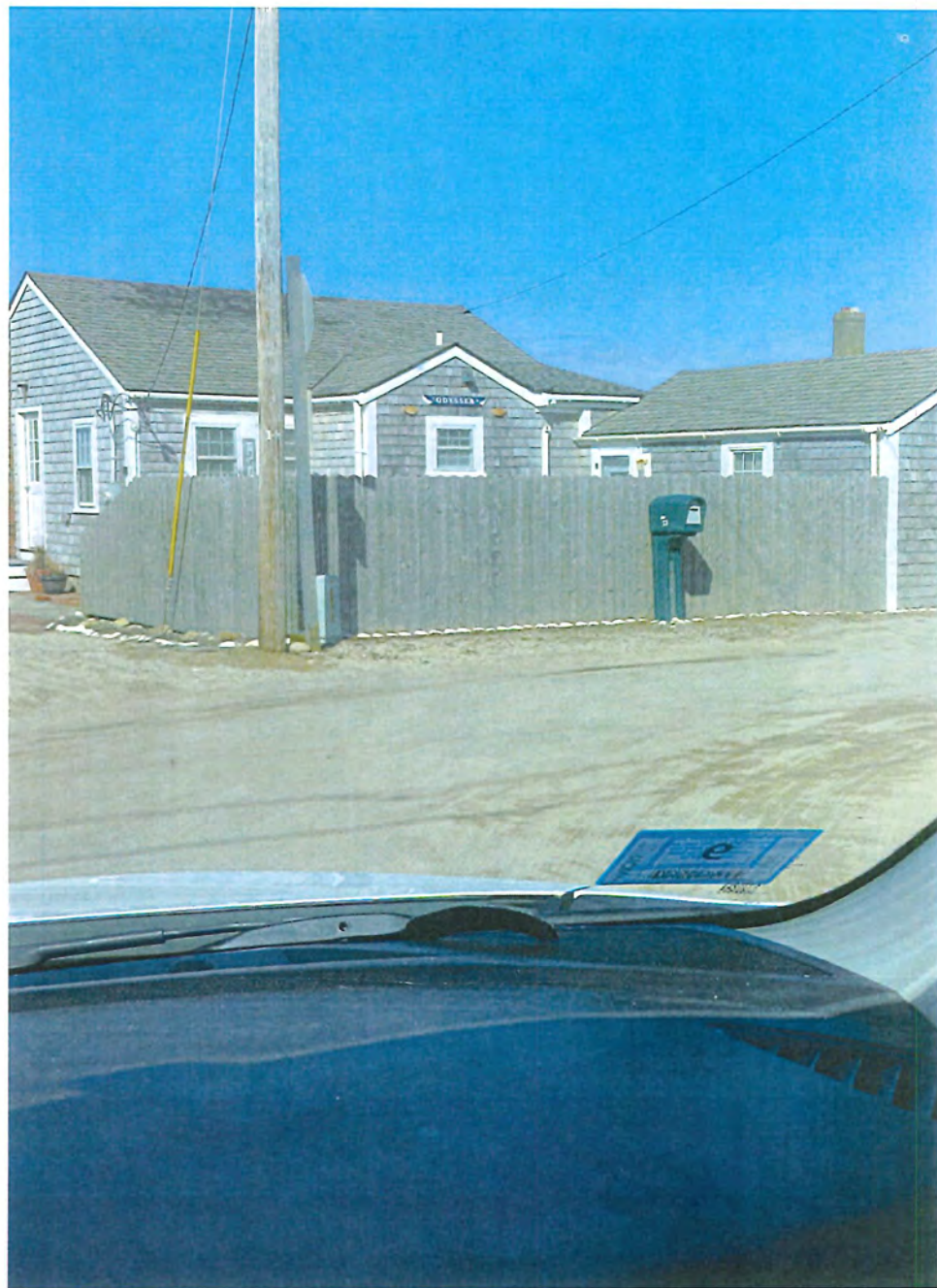


21 MASS AVE 5FT BOARD F





31 MASS AVE **SPLIT**



23 MASS. AVE **5' FT BORD**





21 MASS AVE  
4 FT BOARD PICKET



15~~21~~ MASS AVE  
4 FT BOARD CAP





15 MASS AVE. **SPLIT**



15 MASS AVE. **216" BOARD**





9 MASS AVE.  
310 PICKET



10 MASS. AVE. NEW  
SPLIT





11 MASS AVE 4FT PICKET



11 MASS AVE 2'6 PICKET