

Town and County of Nantucket Select Board • County Commissioners

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C. Elizabeth Gibson
Town & County Manager

***AGENDA FOR THE MEETING OF THE
SELECT BOARD
JULY 5, 2023 - 5:30 PM
PSF COMMUNITY ROOM, 4 FAIRGROUNDS ROAD
AND REMOTE PARTICIPATION VIA ZOOM WEBINAR
NANTUCKET, MASSACHUSETTS
AMENDED JULY 5, 2023***

YOU TUBE LINK FOR VIEWING ONLY:

<https://youtu.be/3irHSAITzM4>

ZOOM WEBINAR REGISTRATION LINK TO VIRTUALLY ATTEND MEETING:

https://us06web.zoom.us/webinar/register/WN_Yd_7_I9Q1OxUkFew5GZrQ

- I. CALL TO ORDER***
- II. SELECT BOARD ACCEPTANCE OF AGENDA***
- III. ANNOUNCEMENTS***
 1. The Select Board Meeting is Being Audio/Video Recorded.
 2. 2023 Committee Vacancies - Round 2: Agricultural Commission, Cemetery Commission, Council for Human Services, Council on Aging, Cultural Council, **Finance Committee**, Harbor and Shellfish Advisory Board, Real Estate Assessment Committee, Town Council Study Committee, Tree Advisory Committee.
 3. Nantucket Civic League Annual Summer Forum to be Held Tuesday, July 11, 2023, 9:30 AM to 11:00 AM at the Nantucket Atheneum.
 4. Select Board Announcements/Comments.
- IV. FOLLOW-UP ON COMMENTS FROM PRIOR SELECT BOARD MEETINGS***
- V. PUBLIC COMMENT****
- VI. NEW BUSINESS****

VII. APPROVAL OF MINUTES AND WARRANTS

1. Approval of Minutes of June 28, 2023 at 5:30 PM.
2. Approval of Treasury Warrants for July 5, 2023.

VIII. CITIZEN/DEPARTMENTAL/COMMITTEE REQUESTS

1. Coastal Resilience Advisory Committee: Update on **Supporting Information** for Recommendation Regarding **Sea** Level Rise.
2. Affordable Housing Trust: Request for Authorization of Additional Funding for:
 - a) Housing Nantucket - 31 Fairgrounds Road Housing Project.
 - b) Habitat for Humanity Nantucket - Benjamin Drive Housing Project.
3. Richmond Great Point Development, LLC: Request for Approval and Execution of Second Amendment to Regulatory Agreement and Declaration of Restrictive Covenants for Sandpiper Place Workforce Homeownership Development Project.
4. Request for Renewal of Taxicab Owner License for Pirate's Taxi.

IX. TOWN MANAGER'S REPORT

1. Continued Review of Potential Warrant Articles for November 7, 2023 Special Town Meeting.

X. SELECT BOARD'S REPORTS/COMMENT

1. Committee Reports.

XI. ADJOURNMENT

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

SELECT BOARD AGENDA PROTOCOL:

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

Public Comment: Public Comment is to bring matters of public interest to the attention of the Board. 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 the United States Constitution and the Massachusetts Declaration of Rights.

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 an orderly and peaceable manner, without disruption to other speakers.

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 protected under the United States Constitution and the Massachusetts Declaration of Rights because it constitutes true threats, incitement to imminent lawless conduct, or engages in conduct that disrupts other speakers.

Each speaker may not exceed three (3) minutes during any Public Comment portion of the meeting.

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 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.

Unanticipated Business: 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: April 26, 2023

Select Board
2023 Committee Vacancy Appointments Timeline
Round 2
As of 7/5/2023

June 30 – Advertise committee vacancies on Town’s website

July 6 and July 13 – Advertise committee vacancies in the Inky

July 5 and July 12 – Committee vacancies to be added to Select Board agendas as announcement

July 17 at 12:00 PM – Deadline for submitting applications for the following committee vacancies:

- Agricultural Commission – one seat, term expires 2026
- Cemetery Commission – one seat, term expires 2026
- Council for Human Services – three seats, terms expire 2026
- Council on Aging - one seat, term expires 2026
- Cultural Council – two seats, terms expire 2025
- Finance Committee – one seat, term expires 2024
- Harbor and Shellfish Advisory Board – one seat, term expires 2025
- Real Estate Assessment Committee – two seats, terms expire 2026
- Town Council Study Committee – number of seats to be determined
- Tree Advisory Committee – one seat, term expires 2025
- Tree Advisory Committee – two seats, terms expire 2026

July 19 and August 2 – The names of applicants who have submitted applications will be read aloud and applications will be included in the Board’s packet.

August 16 – Meeting for applicants to introduce themselves and review their applications; committee appointments made.



Agenda Item Summary

Agenda Item #	VIII. 1.
Date	7/5/2023

Staff

Leah Hill, Coastal Resilience Coordinator; Mary Longacre, CRAC Chair (Outgoing); Vince Murphy, Sustainability Programs Manager

Subject

Coastal Resilience Advisory Committee Updated Sea Level Rise Recommendation to Select Board

Executive Summary

The CRAC Recommendation has not changed since it was first accepted by the Select Board on August 5, 2020. This is an update to the Supporting Information. This update falls under Coastal Resilience Plan (CRP) Recommendation 1-14: Update locally adopted sea level rise scenarios and best available flood hazard data.

Key Changes

Since the original recommendation, the CRP has been endorsed by the Select Board. The CRP uses the Massachusetts Coastal Flood Risk Model (MC-FRM) as the primary source of sea level rise preparedness projections. We are adding the MC-FRM to this Recommendation's Supporting Information. Additionally, in February, 2022, after the adoption of the CRP, NOAA released updated sea level rise projections. The recommended High Sea Level Rise Scenario was adjusted downward from NOAA's 2017 report.

The CRAC will continue to evaluate new data as it is released and update the Recommendation and Supporting Information based on the best currently available data. This recommendation is a reference for all Town staff and vendors to make public infrastructure and private construction and development projects more resilient to sea level rise and coastal flooding.

Staff Recommendation

Recommend a positive vote to accept this update

Background/Discussion

N/A

Impact: Environmental ☒ Fiscal ☐ Community ☒ Other ☐



Board/Commission Recommendation

This update was approved by the Coastal Resilience Advisory Committee on September 13, 2022. The Massachusetts Coastal Flood Risk Model (MC-FRM) became available on the Town website in December 2022.

Public Outreach

Discussed in Coastal Resilience Advisory Committee meetings and in various public presentations.

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

Implementation of the Coastal Resilience Plan.

Attachments

Updated Recommendation attached.





Coastal Resilience Advisory Committee (CRAC) recommendation to Select Board

2022 update to supersede the July 28th, 2020 recommendation accepted by Select Board.

Recommendation

Since the Select Board adopted our recommendation on incorporating sea level rise projections in the decision-making process, the Coastal Resilience Advisory Committee has noted the release of updated sea level scenarios from NOAA and a new model of local climate change impact from Massachusetts Department of Transportation, as well as the adoption of the Coastal Resilience Plan. Accordingly, the CRAC has reviewed the recommendation and is providing updated references to support the recommendation. The recommendation itself is unchanged, as follows:

“The CRAC recommends all Town Departments, Boards, Commissions and Committees and any service providers, contracted engineers and consultants need to be aware of and need to use the NOAA “High” scenario to accommodate current storm surge as well as Sea Level Rise in their decisions, deliberations and planning. These data are periodically updated by NOAA and will be posted on the CRAC page on the Town’s website.”

Intent

The purpose of the recommendation is to supplement FEMA flood elevations as FEMA flood elevations does not include sea level rise. The CRAC will continue to evaluate new data as it is released and update the recommendation and supporting information. This recommendation is based on the best currently available data. Projections include some measure of uncertainty, however the trend is for greater confidence in worsening scenarios for sea level rise.

Supporting information

In November 2021 the Coastal Resilience Advisory Committee finalized and approved the Nantucket Coastal Resilience Plan (CRP). The CRP was then endorsed by the Select Board in January 2022.

<https://www.nantucket-ma.gov/DocumentCenter/View/40278/Nantucket-Coastal-Resilience-Plan-PDF>

This is now a guiding document for CRAC and is a reference for all Town staff and vendors to make public infrastructure and private construction & development projects more resilient to Sea Level Rise and coastal flooding. Projects should look at the Sea Level Rise scenarios and risk tolerance that is appropriate for the expected service life of the project.

Nantucket Sea Level Rise Scenarios – MC-FRM & NOAA

The CRP uses the Massachusetts Coastal Flood Risk Model (MC-FRM) as the primary source of sea level rise preparedness projections. In February 2022, after the adoption of the CRP, NOAA released updated sea level rise projections.

MC-FRM

Massachusetts Coastal Flood Risk Model is a probabilistic model that shows mapped areas percentage changes of flooding in three timeframes – Present (2020), 2050 and 2070. This was developed by Massachusetts Department of Transportation through University of Massachusetts Boston and Woods hole Group. This is a more precise model with significantly higher resolution (to 10 foot intervals, where



most models are 100-1000 foot intervals) and includes wave runup and wash areas. Overview of MC-FRM in Downtown & surrounding areas is shown in Appendix 1. The Natural Resources Department has added the MC-FRM layers to the Town's GIS system so that the public may view the overlays at the scale of individual buildings.

<https://www.nantucket-ma.gov/151/GIS-Maps>

After entering the mapping system MC-FRM is available in the Themes tab under the heading Emergency Preparedness.

NOAA

NOAA has developed Sea Level Rise (SLR) scenarios specific to Nantucket. Due to the orientation of the harbor, and the position of the island off the Northeast coast, the island is projected to experience higher levels of Sea Level Rise than the global average.

NOAA (2022) SLR scenarios are presented in **Table 1**. The relative sea level rise (RSL) scenarios shown in this table are derived from the 2022 NOAA SLR maps. The Report "Global and regional sea level rise scenarios for the United States" and uses the same methods as the USACE Sea Level Rise Calculator.

2022 NOAA report available here

<https://aambpublicoceanservice.blob.core.windows.net/oceanserviceprod/hazards/sealevelrise/noaa-nos-techrpt01-global-regional-SLR-scenarios-US.pdf>

[The 2017 NOAA report used 2000 as the base year, as previous NOAA reports also did. The updated 2022 NOAA report still uses 2000 as the base year, and shows that Nantucket has experienced 0.43 feet \(5.16 inches\) of sea level rise to 2020. The is an update to the 2017 report and offers improved SLR scenarios and timelines out to 2150.](#)

The CRAC recommends following the "High" NOAA scenario to accommodate current storm surge as well as Sea Level Rise. (See **Storm frequency and impact on SLR** section on the next page). The upward trend in sea level rise also worsens the impact of storm surge, high tides and wave action. Use the table as a guide for selecting the elevations that are appropriate for the lifespan of the project, project risk tolerance and the project's adaptive capability.

Table 1. NOAA SLR scenarios. All elevations are in feet local mean sea level (LMSL) and relative to year 2000. Sea level rise of XX" was observed from 1965 to 2000.

	(purple line) Inter Low	(red line) Intermediate	(orange line) Inter High	(yellow line) High	High Scenario Decadal SLR Change (feet)
Year					
2000					
2010					
2020 (observed sea level change 2000-2020)	0.43	0.43	0.43	0.43	-
Projected 2000-2030	0.69	0.72	0.75	0.75	+.32
Projected 2000-2040	0.95	1.02	1.12	1.15	+.40

**COASTAL
RESILIENCE
ADVISORY
COMMITTEE**

Projected 2000-2050	1.25	1.38	1.54	1.67	+0.52
Projected 2000-2060	1.54	1.74	2.07	2.36	+0.69
Projected 2000-2070	1.77	2.20	2.72	3.28	+0.92
Projected 2000-2080	2.03	2.69	3.48	4.36	+1.08
Projected 2000-2090	2.26	3.35	4.33	5.54	+1.18
Projected 2000-2100	2.49	4.04	5.25	6.66	+1.12

8449130 Nantucket Island

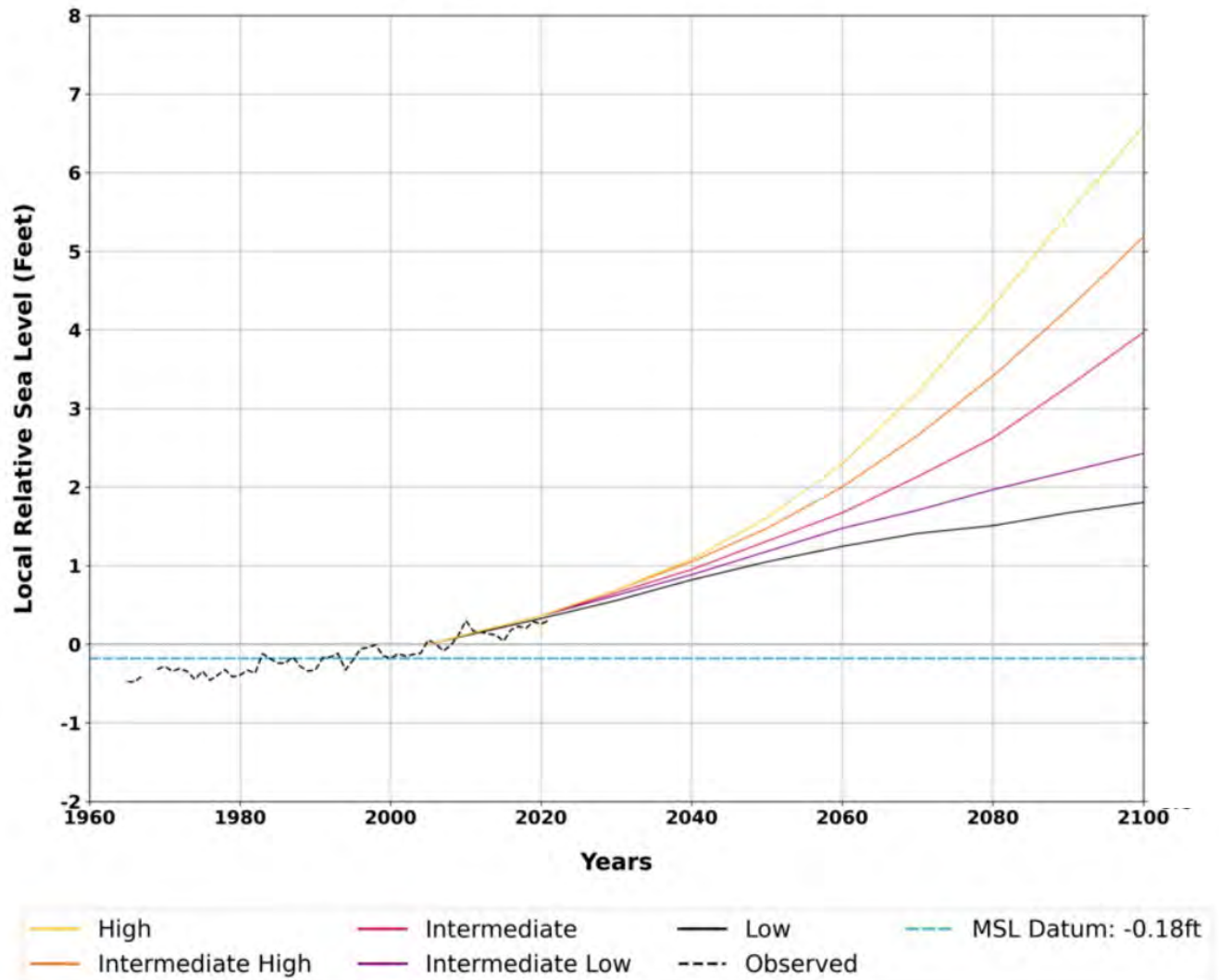


Figure 1. NOAA Sea Level Rise scenarios for Nantucket, based on tide gauge. Also includes observed sea levels from 1965 to 2021.



Storm frequency and impact on SLR

Critical infrastructure, high value infrastructure, infrastructure with long life expectancy, infrastructure that would not tolerate flooding, or other infrastructure that is currently not in a flood zone but is near a flood zone may need to be designed to resist the combination of SLR and storm impacts.

The U.S. Army Corp of Engineers (USACE) commissioned a report published in 2014 called "North Atlantic Coast Comprehensive Study". Phase 1 of the report, "Statistical Analysis of Historical Extreme Water levels with Sea Level Change", looks at historical water levels and combines that data with storm surge modeling. This differs from many other SLR projections that are limited to increases in mean sea level and do not estimate high water elevations during future storms. The report projects to the year 2114, looking out 100 years from the report's baseline year. This data is for the North Atlantic area, and not Nantucket specific.

The USACE report is available on the Town website <https://nantucket-ma.gov/DocumentCenter/View/36719/North-Atlantic-Coast-Comprehensive-Study-Phase-1-Report-Statistical-Analysis-of-Historical-Extreme-Water-levels-with-Sea-Level-Change-PDF>

Storm Surge

Storm events, particularly from the Northeast, have the potential to temporarily increase the water level in Nantucket Harbor and cause flooding. Stormtide stacking may also occur when the wind does not allow the low tide to release high tide waters from the harbor. Subsequent high tides can "stack" more water in the harbor and compound flooding. Stormtide pathways were studied and added to the Town of Nantucket GIS online mapping system, which can be accessed here to evaluate potential risk to developments and projects: <https://www.nantucket-ma.gov/151/GIS-Maps>



Agenda Item Summary

Agenda Item #	VII. 2a.
Date	July 5th, 2023

Staff

Tucker Holland, Housing Director

Subject

Housing Nantucket Request for Additional Funding to Complete Year-round Housing Development at 31 Fairgrounds Road

Executive Summary

Despite the construction challenges posed by the pandemic and the economy, the project at 31 Fairgrounds Road has been moving along well. Completion is anticipated this fall. In order to get across the finish line, Housing Nantucket is requesting an additional not-to-exceed \$2,500,000 grant in addition to previously approved cost adjustments by the Board after initial design changes, including a 17% expansion in square footage of the units, following HDC review and approval. This brings total construction cost for the 22 units to up to \$12,779,212, or \$580k per unit. Of the total, \$4,310,000 are grants (34%) and \$8,469,212 are loans (66%). At the recent meeting of the Affordable Housing Trust, the board voted unanimously to support the additional funding request as a grant, as suggested by Ms. Mohr.

Staff Recommendation

Approve the Trust's recommendation to fund Housing Nantucket's request.

Background/Discussion

Please see attached request letter from Housing Nantucket and context document from Steve Hollister. In summary, while this is the third increase in the project cost, the request was deemed to be reasonable by the AHT relative to the high quality of the project and what has been happening in the market. By way of comparison, even at the new per unit cost level, it is still substantially below the anticipated per unit cost for the 6 Fairgrounds development planned for right across the street (e.g., \$750k-plus per unit).

As noted when the Trust originally conceived this project, beyond providing much need quality year-round housing as well as contributing to the Town's "Safe Harbor" status under Chapter 40B, this project is also an opportunity to develop the capabilities of a local nonprofit that can aid more going forward in the Town's efforts to address the critical year-round housing need. All parties agree that we are fortunate to have a builder involved, with an established history on the island in the affordable housing



arena, who is far more motivated by serving an important community need than seeking a significant financial return.

Housing Nantucket has represented that with incorporating affordability levels ranging from 50% to 150% AMI that the cash flow for the project, based on the planned rental rates and planning for appropriate reserves and so forth, necessitates this additional funding be a grant versus a loan.

In the Trust's support for the additional funding, Housing Nantucket committed to working with the Town and would use its best efforts to seek a special Local Preference for municipal employees at this project whereby, subject to the Executive Office of Housing and Livable Communities approval, up to 50% of traditional Local Preference units would be dedicated exclusively to municipal employee use and up to 50% of all units restricted at over 80% AMI would be the same. It is recommended that if the Select Board supports this request, which we hope they do, this provision would be a condition of approval.

Impact: Environmental ☐ Fiscal ☒ Community ☒ Other ☐

Board/Commission Recommendation

Recommended by the Affordable Housing Trust (unanimous vote on June 20, 2023).

Public Outreach

N/A

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

N/A

Attachments

1. HN Request Letter
2. Hollister context document
3. Change order document
4. Project photos





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

June 15, 2023

Mr. Brian Sullivan, Chair
Town of Nantucket Affordable Housing Trust Fund
3 Chestnut Street
Nantucket, MA 02554

Re: Request for cost adjustment for 22 units of affordable housing at Wiggles Way

Dear Mr. Sullivan and members of the Affordable Housing Trust,

Steady progress continues at Wiggles Way, our 22-unit affordable rental housing development currently under construction at 31 Fairgrounds Road. See site photographs attached. We are very grateful to members of the AHT for your ongoing support and diligent efforts, particularly those of you on this project's construction subcommittee.

The builder has recently informed us that another price adjustment is necessary. The total increase is \$2.5 million, which has been attributed to increased and/or underestimated costs for materials, goods, and services. The revised total project cost will be \$12.779 million, including a \$100k provision for installing solar power generation on the site.

Steve Hollister, our owner's agent, has been involved and acted on our organization's behalf since this project started. He has evaluated the specifics of the increase on a cost per square foot basis and advised us it is in line with what the market would expect right now. He has provided the attached context letter for comparative purposes.

We request this additional \$2.5 million in funding comes to Housing Nantucket in the form of a grant. Because 100% of the units at Wiggles Way will be occupied by income-qualified year-round residents, rents will be calculated based on affordability formulas for low-and moderate-income households on Nantucket. Our rent rolls cannot absorb increased project costs because taking on further debt will result in the project operating at a loss.

Overall, we are very pleased with the product being built for us and proud of the progress made to date. The unprecedented building environment we are currently operating within has had a significant impact on the predictability of the project. While this cost adjustment was unexpected, there is a path laid out to the finish line. Our goal is for Wiggles Way to be fully occupied by the end of the year.

Thank you for considering our request. We look forward to discussing with you soon.

Sincerely,

Anne Kuszpa
Executive Director

Tuesday, June 20, 2023

Anne Kuszpa
NHA Properties, Inc. d/b/a Housing Nantucket
75 Old South Rd.
Nantucket, MA 02554

CC: Tucker Holland
Town of Nantucket Affordable Housing Trust Fund
2 Fairgrounds Road
Nantucket, MA 02554

Dear Ms. Kuszpa and Mr. Holland

This letter serves to provide context to the pricing changes for the 31 Fairgrounds project, otherwise known as Wiggles Way. The current construction contract is \$10,279,000 and has been amended by two earlier change orders. This new change order, number 3, would authorize an additional \$2,500,000 and yield a revised project total of \$12,779,000. This revised budget figure has been characterized by the developer, Fairgrounds Common LLC (Billy Cassidy), as a final, not-to-exceed figure.

Project Context: During the course of this project, the Nantucket construction market has undergone unprecedented pressures and the impact has been never-before-seen pricing increases. The particular timing of this project has exacerbated this pricing shift because the concept was hatched and proposed before many of the impacts of these market shifts were known. As such, it's important to provide context to these pricing developments and how the current pricing compares today.

For reference, Change Order 1 was authorized in December of 2021 for \$1,666,000 and largely reflected increases due to design changes born out of the HDC and Planning Board review processes. During which, the total number of buildings increased from five to eight and the total square footage of finished living space increased from 18,674 to 20,702. These design changes were beneficial to the project's quality and also increased complexity, contributing to the costs.

Change Order 2 was authorized in December of 2022 in the amount of \$1,763,000 and primarily reflected an increase due to the construction market and commodity pricing and change order 3 represents the same. Throughout the project, Mr. Cassidy has endeavored to accomplish the work as efficiently as possible, and his pricing has reflected that intention.

Pricing Analysis: Change Order 3 will bring the total project cost to \$12,779,000. To analyze that figure, it's helpful to break it down and provide some explanation.

Firstly, the revised total is inclusive of certain "soft" costs that inflate that total, namely: 1) the \$550k paid at the closing of the land deal as a development fee separate from the cost of construction, 2) the \$106k special permit amendment fee paid to accommodate project design changes and 3) the \$100k solar infrastructure provision, which enabled adapting the project to accommodate a separate solar array. Less those figures, the project's "hard" costs subtotal is \$12,023,000.

For comparative purposes, it is also helpful to consider the costs of the construction less the project's specific site development costs: namely the roadway, landscape, and site infrastructure, which total \$1,125,000. The result is a "buildings only" cost of \$10,898,000. This "buildings only" figure yields a cost per finished square foot (sf) of \$517, a per unit cost of \$495k and a per bedroom cost of \$279k. Each of these analyses is represented in a chart form on the subsequent page.

It should also be noted that these buildings have been constructed with full basements, including laundry, mechanical and storage areas that will be partially finished and provide utility for another 10,000 square feet of insulated space. This basement space provides real utility, though its value is not equal to the fully finished space above ground. To provide a simple analysis of this extra value, we've applied a discount rate of 33% to the entirety of the basement, effectively imagining this extra 10,000 sf as yielding 3,400 sf of additional square footage. While imperfect, this analysis effectively ascribes a reasonable partial value to this extra space and yields a reduced cost per square foot of \$445. Please refer to the chart on the next page.

Allocation of Additional Funds: The additional funding will be allocated towards the following project expenses:

\$ 240,000.00	Plumbing
\$ 560,000.00	Mechanical, HVAC & Fire
\$ 500,000.00	Paint
\$ 150,000.00	Electrical
\$ 400,000.00	Road & Sidewalk
\$ 85,000.00	Appliances
\$ 150,000.00	Landscape
\$ 75,000.00	Basement Finishes
\$ 300,000.00	Infrastructure & Other
\$ 40,000.00	Extension of Insurance Coverage
\$2,500,000.00	

Not-to-Exceed Pricing: It bears further mentioning that this final change order is reflective of the developer's not-to-exceed pricing, and it is therefore his intention to deliver the project with final costs below this total sum. This pricing strategy is used to preclude any additional funding requests.

Conclusion: In the current climate, these costs are reasonable and reflect the cost of doing business on Nantucket for a project of this nature. And while the pricing has been subject to considerable increase during the course of the project, these costs are indicative of a high-quality, multi-family neighborhood of which the Town can be proud.

Steve Hollister
Hollister Consulting, LLC
PO Box 3527, Nantucket, MA 02584

31 Fairgrounds - Wiggles Way - Project Costing Details

		Cost Per Square Foot (Qt. 21,072)	Cost Per Unit (Qt. 22)	Cost Per Bedroom (Qt. 39)
Land Development Agreement Pricing Changes				
Original Land Development Agreement	\$ 6,750,000			
Change Order 1	\$ 1,666,000			
Solar Infrastructure Provision	\$ 100,000			
Change Order 2	\$ 1,763,000			
Change Order 3	\$ 2,500,000			
Revised Total Cost	\$12,779,000	\$ 606	\$ 580,864	\$ 327,667

Analysis of Construction + Land Costs

Per Unit & Per Bedroom Costs, including the \$3.6M Cost of Land:			\$ 744,500	\$ 419,974
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Analysis of "Hard" Construction Costs

Revised Total Cost	\$12,779,000			
less Original Development Deal Fee	\$ (550,000)			
less Special Permit Amendment Fee	\$ (106,000)			
less Solar Infrastructure Provision	\$ (100,000)			
"Hard" Costs Subtotal	\$12,023,000	\$ 571	\$ 546,500	\$ 308,282

Analysis of Building Costs excluding Site Development Costs

"Hard" Costs Subtotal	\$12,023,000			
Road & Sidewalks	\$ (675,000)			
less Infrastructure and Utilities	\$ (300,000)			
less Landscape	\$ (150,000)			
Building Costs excluding Site Development	\$10,898,000	\$ 517	\$ 495,364	\$ 279,436

Analysis of Basement Value

Finished Square Footage (First & Second Floors)	21,072			
Basement Square Footage	10,351			
Basement Square Footage Discount Rate for Partial Finish	33%			
Basement Square Footage Discounted at 33%	3,416			
Total Square Footage Including Discounted Basement	24,488			
Building Costs excluding Site Development Including Basement	\$10,898,000	\$ 445	\$ 495,364	\$ 279,436

Tuesday, June 20, 2023

LAND DEVELOPMENT AGREEMENT CHANGE ORDER 3

The purpose of this document is to record a change order revising the Land Development Agreement, dated February 12, 2021, between FAIRGROUNDS COMMON, LLC ("FC") and HOUSING NANTUCKET ("HN") for the development of 31 Fairgrounds Road, Nantucket MA.

Changes to the Project Cost:

This change order reflects an increase in the cost of the project of \$2,500,000.00. The revised total project cost will be \$12,779,000.00, inclusive of the earlier \$100k solar infrastructure provision.

Payments for the work described herein will be made as per an Amended Schedule of Draws agreed upon by both parties. The additional funding will be allocated towards the following project expenses:

\$ 240,000.00	Plumbing
\$ 560,000.00	Mechanical, HVAC & Fire
\$ 500,000.00	Paint
\$ 150,000.00	Electrical
\$ 400,000.00	Road & Sidewalk
\$ 85,000.00	Appliances
\$ 150,000.00	Landscape
\$ 75,000.00	Basement Finishes
\$ 300,000.00	Infrastructure & Other
\$ 40,000.00	Extension of Insurance Coverage
\$2,500,000.00	

Agreed upon and accepted by:

FAIRGROUNDS COMMON, LLC.

By:

_____ dated _____

HOUSING NANTUCKET

By:

_____ dated _____

31 FAIRGROUNDS

WIGGLES WAY
PROGRESS PICTURES 06/01/23



Bldg. 7



Bldgs. 1 & 8



Bldgs. 2 -4



Bldg. 6



Bldg. 5



Agenda Item Summary

Agenda Item #	VIII. 2b.
Date	July 5th, 2023

Staff

Tucker Holland, Housing Director

Subject

Habitat for Humanity additional funding request for 3 units at Benjamin Drive

Executive Summary

As the Board is aware, the development at Benjamin Drive of three homeownership units, now all occupied, represents the first of Habitat's work to qualify on the Town's Subsidized Housing Inventory. This is a major achievement. As other construction projects have experienced, Habitat ultimately faced material increases in construction costs and is therefore seeking \$236k to meet the funding shortfall. This represents a total variation of 17% from original. The project is made up of one single family and one duplex (2 units), and therefore would have an average per unit cost of \$540k all-in. Note that Habitat was able to secure portions of the project funding from Nantucket Cottage Hospital's CHIP program and the Community Foundation for Nantucket, beyond the total funding request to the AHT.

Staff Recommendation

Approve the Trust's recommendation to fund Habitat's request.

Background/Discussion

Please see attached request letter from Habitat for Humanity where the numbers are laid out succinctly.

The AHT voted unanimously to support the request at its recent meeting and in consulting the Finance Director, these funds are on-hand.

Impact: Environmental ☐ Fiscal ☒ Community ☒ Other ☐

Board/Commission Recommendation

Recommended by the Affordable Housing Trust (unanimous vote on June 20, 2023).

Public Outreach

N/A

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

N/A



Attachments

1. Habitat for Humanity request letter





We build strength, stability, self-reliance *and* shelter.
June 6, 2023

Mr. Brian Sullivan, Chair
The Affordable Housing Trust
c/o Town Administration
16 Broad Street
Room 111
Nantucket, MA 02554

Dear Brian and the AHT Board,

On behalf of the Board of Habitat for Humanity Nantucket, I want to sincerely thank the AHT again for assisting us in building our first SHI-listed homes at 9 Benjamin Drive. We closed on the properties in April and the families have all moved in. Final touches, like landscaping and fencing are all underway.

I am writing to ask that the AHT consider funding the roughly 17% construction cost overrun on the project. The cost-to-date to build the three homes totals \$1,621,000. The three homes (a duplex and a SFH) are all 1360 sq ft resulting in a cost per square foot of about \$400. This is approximately \$60 per square foot more than our original plan dating back to 2021 when we asked the AHT for funding.

Like all builders on Nantucket over the past 2-3 years, Habitat has experienced dramatic cost inflation affecting all elements of our construction program. The largest overbudget expenditures were concrete and masonry, utility connections, cedar shingles and lumber.

The funding for the project – which is based on our original cost expectations was:

AHTF:	\$1,110,000
CHIP:	\$ 110,000
CFN:	\$. 15,000
Habitat:	<u>\$ 150,000</u> (Utility connection costs)
Total:	\$ 1,385,000

This funding fell short of project costs by \$236,000:

Total Cost to date:	\$1,621,000
Less: Total Funding:	<u>\$1,385,000</u>
Funding Shortfall:	\$236,000



We build strength, stability, self-reliance *and* shelter.

We hope that you will be able to provide Habitat with supplemental funding to offset this overrun. As its contribution to this shortfall, Habitat proposes to absorb the costs of paving the parking areas by Victor Braden Paving, and to install the 6ft cedar fence along the north side of the project to buffer the Housing Nantucket homes on Benjamin Drive. These costs which are not included in the \$236,000. We expect the paving to cost \$33,000 and the fencing will cost \$19,000.

Thanks again for your ongoing support.

Sincerely,

A handwritten signature in black ink that reads "Gerry Keneally". The signature is fluid and cursive, with the first name "Gerry" and last name "Keneally" clearly visible.

Gerry Keneally

President, Habitat for Humanity Nantucket



Agenda Item Summary

Agenda Item #	VIII. 3.
Date	July 5th, 2023

Staff

Tucker Holland, Housing Director

Subject

Richmond Development Lot Swap

Executive Summary

Richmond is simply looking to swap a 175% AMI lot and a market rate lot (26 Honeysuckle and 4 Bluet Court). This has been approved already by the Planning Board. Town Counsel to review proposed final language of Regulatory Agreement modifications and make any necessary adjustments. The Executive Office of Housing and Livable Communities has already indicated they are okay with this swap (their purview is really over the 80% AMI restricted units / lots).

Staff Recommendation

Approve Richmond request consistent with Planning Board approval.

Background/Discussion

June 20th, 2023 e-mail from Andrew Burek:

Dear Tucker,

As you and I discussed this past Friday (6/16), I have prepared and am delivering to you a draft 2nd amendment to the workforce regulatory agreement for Sandpiper Place (only the 175% program). Like Nantucket Property Owner (NPO) did back in March, Richmond has obtained approval from the Planning Board to swap lots which are affected by the affordability restrictions. In NPO's case, they swapped 24 Honeysuckle for 43 Beach Grass. In our case, we're swapping 26 Honeysuckle for 4 Bluet Court. I have included both changes in this one draft amendment with the intent of 'cleaning up' the record title to these properties. Please review the attached and let me know if you have any questions. I made the changes in a redline so it can be easily compared the 1st amendment now (and most recently) of record. As I mentioned, we'd like to get this amendment presented at the next occurring Select Board meeting if possible so that we can stay on pace with our lot sales.

Impact: Environmental ☐

Fiscal ☒

Community ☒

Other ☐



Board/Commission Recommendation

Approved by the Planning Board at their meeting on June 12, 2023.

Public Outreach

N/A

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

N/A

Attachments

1. Email from Town Counsel
2. Modified Regulatory Agreement – Redlined and Clean versions



From: [Vicki Marsh](#)
To: [Erika Mooney](#)
Cc: [Tucker Holland](#); [Libby Gibson](#); [John Giorgio](#); [Andrew Burek](#)
Subject: Second Amendment of Regulatory Agreement for Sandpiper Place
Date: Friday, June 30, 2023 4:02:01 PM
Attachments: [KP-#871158-v3-NANT- Second Amendment to Regulatory Agreement for Sandpiper.DOCX](#)
[KP-#871158-v2-NANT- Second Amendment to Regulatory Agreement for Sandpiper.DOCX](#)

CAUTION: This email originated from outside of the organization. Do not click links or open attachments unless you recognize the sender and know the content is safe.

Erika-

Enclosed please find for the Select Board's review and approval the red-lined and clean versions of the Second Amendment to Regulatory Agreement and Declaration of Restrictive Covenants for the Sandpiper Place Workforce Homeownership Development Project. Please note that there are blanks in the first two paragraphs at the top of Page 2. In Paragraph 1, there are blanks for the Lot and Land Court Plan reference for 43 Beach Grass Road; and in the second paragraph there are blanks for the reference and recording information for the Modification of the Special Permit.

I have asked that Andrew Burek provide me with the Lot and Plan reference for 43 Beach Grass Road. He will also fill in the Modification of Special Permit references when the Decision is issued prior to recording of this Second Amendment.

Please note that I reviewed and revised this Second Amendment and approve of the form as revised.

If you have any questions, please do not hesitate to contact me. If you wish to speak with me, I am available at 978-821-1409.

Vicki

Vicki S. Marsh, Esq.

KP | LAW

101 Arch Street, 12th Floor

Boston, MA 02110

O: (617) 556 0007

F: (617) 654 1735

vmarsh@k-plaw.com

www.k-plaw.com

This message and the documents attached to it, if any, are intended only for the use of the addressee and may contain information that is PRIVILEGED and CONFIDENTIAL and/or may contain ATTORNEY WORK PRODUCT. If you are not the intended recipient, you are hereby notified that any dissemination of this communication is strictly prohibited. If you have received this communication in error, please delete all electronic copies of this message and attachments thereto, if any, and destroy any hard copies you may have created and notify me immediately

This email was scanned by Bitdefender

**~~FIRST-SECOND~~ AMENDMENT
TO
REGULATORY AGREEMENT
AND
DECLARATION OF RESTRICTIVE COVENANTS
FOR THE
SANDPIPER PLACE WORKFORCE HOMEOWNERSHIP
DEVELOPMENT PROJECT**

This ~~First-Second~~ Amendment to Regulatory Agreement and Declaration of Restrictive Covenants (this "~~Second~~ Amendment") is made this ____ day of _____, ~~2022~~2023, by and among the Town of Nantucket, acting by and through its Select Board (hereinafter referred to as the "Town"), having an address of Town and County Building, 16 Broad Street, Nantucket, Massachusetts 02554, ~~and~~ Richmond Great Point Development, LLC (hereinafter referred to as the "Project Sponsor"), a Delaware limited liability company, having an address at 23 Concord Street, Wilmington, Massachusetts 01887, and ~~its successors and assigns~~ Nantucket Property Owner LLC ("NPO"), a Massachusetts limited liability company, having an address at 12424 Wilshire Blvd., Suite 1450, Los Angeles, CA 90025.

WITNESSETH:

WHEREAS, the Town and the Project Sponsor are the original parties to a certain Regulatory Agreement and Declaration of Restrictive Covenants for the Sandpiper Place Workforce Homeownership Development Project (as amended, the "Agreement") dated August 3, 2021, registered with the Nantucket Registry District of the Land Court as Document No. 170543; and

WHEREAS, the Agreement was previously amended by the Town and the Project Sponsor by a certain First Amendment to Regulatory Agreement and Declaration of Restrictive Covenants fFor The Sandpiper Place Workforce Homeownership Development Project dated January 19, 2022, registered with the Nantucket Registry District of the Land Court as Document No. 172920; and

WHEREAS, the Agreement was assigned and assumed in part in a certain Assignment and Assumption of Regulatory Agreement and Declaration of Restrictive Covenants fFor The Sandpiper Place Workforce Homeownership Development Project dated January 19, 2022, registered with the Nantucket Registry District of the Land Court as Document No. 172921; and

WHEREAS, at its public meeting held on March 13, 2023 the Nantucket Planning Board approved amendments to the special permits issued for the Sandpiper Place Workforce

Homeownership Development Project which, among other things, permitted transfer of the restrictive covenants imposed by this Agreement from property located at 24 Honeysuckle Drive shown as Lot 1064 on Land Court Plan No. 16514-147 to property located at 43 Beach Grass Road shown as Lot _____ on Land Court Plan No. _____, all as more particularly described in Modification #3 To An Existing Special Permit (Planning Board File # PLSP-2022-11-0206) dated March 13, 2023, registered with the Nantucket Registry District of the Land Court as Document No. 177118; and

WHEREAS, at its public meeting held on June 12, 2023 the Nantucket Planning Board approved amendments to the special permits issued for the Sandpiper Place Workforce Homeownership Development Project which permitted the transfer of the restrictive covenants imposed by this Agreement from property located at 26 Honeysuckle Drive shown as Lot No. 1065 on Land Court Plan No. 16514-147 -to property located at 4 Bluet Court shown as Lot 923 on Land Court Plan No. 16514-117, all as more particularly described in Modification # _____ To An Existing Special Permit (Planning Board File # PLSP- _____) dated June 12, 2023, registered with the Nantucket Registry District of the Land Court herewith as Document No. _____; and

WHEREAS, the Town, Project Sponsor, and NPO, pursuant to Section 10 of the Agreement and all other authority, desire to modify the terms and conditions of the Agreement including, but not limited to, Exhibit A thereof in order to release the restrictive covenants on the real property described in Exhibit "B" to this Second Amendment, and to replace the restrictive covenants imposed by this Agreement on the real property described in the Exhibit "A" to this Second Amendment;

WHEREAS, Paragraph 8 of the of the Agreement contemplates an amendment to be executed by the parties identifying the remaining increment of three (3) Restricted Lots subject of the Agreement;

WHEREAS, the division plan for the Sandpiper Place II (North) Workforce Homeownership Development Project has been accepted by survey division of the Land Court and filed as Plan 16514-147;

NOW, THEREFORE, in consideration of the agreements and covenants hereinafter set forth, and other good and valuable consideration, the receipt and sufficiency of which each of the parties hereto hereby acknowledge to the other, the Town, ~~and~~ the Project Sponsor, ~~and~~ NPO hereby agree and covenant as follows:

1. **Incorporation of Recitals.** The recitals immediately following the preamble to this Second Amendment and immediately above the agreements expressed herein are incorporated into this ~~Seconde~~ Amendment for purposes of interpreting the intent of the parties and construction of this contract.

2. **Amendments to Agreement.**

(A) Pursuant to Section 10 of the Agreement and all other authority of the parties to modify the terms and conditions of the Agreement, ~~the parties agree that the property~~

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~~described in the Exhibit "A" to this [Second](#) Amendment shall be released from all covenants, conditions, and restrictions imposed by the Agreement. the text of Exhibit A to the Agreement shall be deleted in its entirety and replaced with the following text:~~

~~(B) Pursuant to Section 10 of the Agreement and all other authority of the parties to modify the terms and conditions of the Agreement, the parties agree that the property described in the Exhibit "B" to this [Second](#) Amendment shall be and comprise all of the Restricted Lots subject to the covenants, conditions, and restrictions imposed by the Agreement.~~

~~"Re: SANDPIPER PLACE WORKFORCE HOMEOWNERSHIP DEVELOPMENT PROJECT RICHMOND GREAT POINT DEVELOPMENT, LLC NANTUCKET, MA~~

Project Site Description

~~Lots 918 and 929 shown on that certain Subdivision Plan of Land in Nantucket, Mass., being a Subdivision of the Remainder of Lot 901 on Land Court Plan No. 16514 112; Lots 903 through 908 & the Remainder of Lot 909 on Land Court Plan No. 16514 113, drawn by Hayes Engineering, Inc., Civil Engineers & Land Surveyors, 603 Salem Street, Wakefield, MA 01880, dated October 3, 2017, which plan is filed with the Nantucket Registry District of the Land Court as Land Court Plan No. 16514 117;~~

~~and~~

~~Lots 1013 and 1017 shown on that certain Subdivision Plan of Land in Nantucket, Mass., drawn by Hayes Engineering, Inc., Civil Engineers & Land Surveyors, 603 Salem Street, Wakefield, MA 01880 dated April 1, 2019, and revised August 20, 2019, being a subdivision of Lots 941 through 952 shown on Land Court Plan No. 16514 117, which plan is filed with the Nantucket Registry District of Land Court as Land Court Plan No. 16514 133;~~

~~And~~

~~Lots 1064, 1065, and 1106 shown on that certain Plan of Land in Nantucket, Mass., drawn by Hayes Engineering, Inc., Civil Engineers & Land Surveyors, 603 Salem Street, Wakefield, MA 01880 dated May 11, 2021, being a subdivision of Lot 183 on Land Court Plan 16514 Z; Lot 917 on Land Court Plan 16514 117; Lot 959 on Land Court Plan 16514 118; Lots 985, 986 & 987 on Land Court Plan 16514 125; Lots 991 & 992 on Land Court Plan 16514 126; Lots 1024 on Land Court Plan 16514 133; Lot 1049 on Land Court Plan 16514 144, which plan is filed with the Nantucket Registry District of the Land Court as Land Court Plan 16514 147.~~

~~For title, see Certificate of Title Number 24,872 and Certificate of Title Number 28,357."~~

23. Confirmation. Except as ~~hereinafter~~ previously amended and as amended hereby, the Agreement shall remain in full force and effect. Except as otherwise herein defined, capitalized terms shall have the same meaning as given to them in the Agreement. This Amendment may be executed in several counterparts, which taken together shall constitute one original instrument.

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SIGNATURES APPEAR ON THE FOLLOIUNG PAGE(S).~~

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IN WITNESS WHEREOF, the parties hereto have caused this ~~First~~ Second Amendment to Regulatory Agreement and Declaration of Restrictive Covenants to be executed as a sealed instrument as of the day and year first above written.

RICHMOND GREAT POINT DEVELOPMENT,
LLC

PHILIP PASTAN, Manager

TOWN OF NANTUCKET
By its Select Board ~~Board of Selectmen~~

By: _____
Dawn E. Hill Holdgate ~~Jason Bridges~~
Chair

NANTUCKET PROPERTY OWNER LLC

Bradley M. Hall, Authorized Signatory

COMMONWEALTH OF MASSACHUSETTS

COUNTY OF _____, ss.

On this _____ day of _____, ~~2022~~ 2023, before me, the undersigned notary public, personally appeared PHILIP PASTAN, proved to me through satisfactory evidence of identification, which were _____, to be the person whose name is signed on the preceding document, as Manager of RICHMOND GREAT POINT DEVELOPMENT, LLC and acknowledged to me that he signed it voluntarily for its stated purpose.

Notary Public
My Commission Expires:

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COMMONWEALTH OF MASSACHUSETTS

COUNTY OF NANTUCKET, ss.

On this _____ day of _____, ~~2022~~2023, before me, the undersigned notary public, personally appeared Dawn E. Hill Holdgate, Chair of the Select Board of the Town of Nantucket ~~Jason Bridges~~, proved to me through satisfactory evidence of identification, which ~~was personal knowledge~~ were, to be the person whose name is signed on the preceding document, as Chair of the Select Board of ~~Board of Selectmen for~~ the Town of Nantucket, and acknowledged to me that she signed it voluntarily for its stated purpose.

Notary Public

~~Print Name:~~

My Commission Expires:

COMMONWEALTH OF MASSACHUSETTS

COUNTY OF _____, ss.

On this _____ day of _____, 2023, before me, the undersigned notary public, personally appeared _____, proved to me through satisfactory evidence of identification, which were _____, to be the person whose name is signed on the preceding document, as Manager of NANTUCKET PROPERTY OWNER LLC and acknowledged to me that he signed it voluntarily for its stated purpose.

Notary Public

My Commission Expires:

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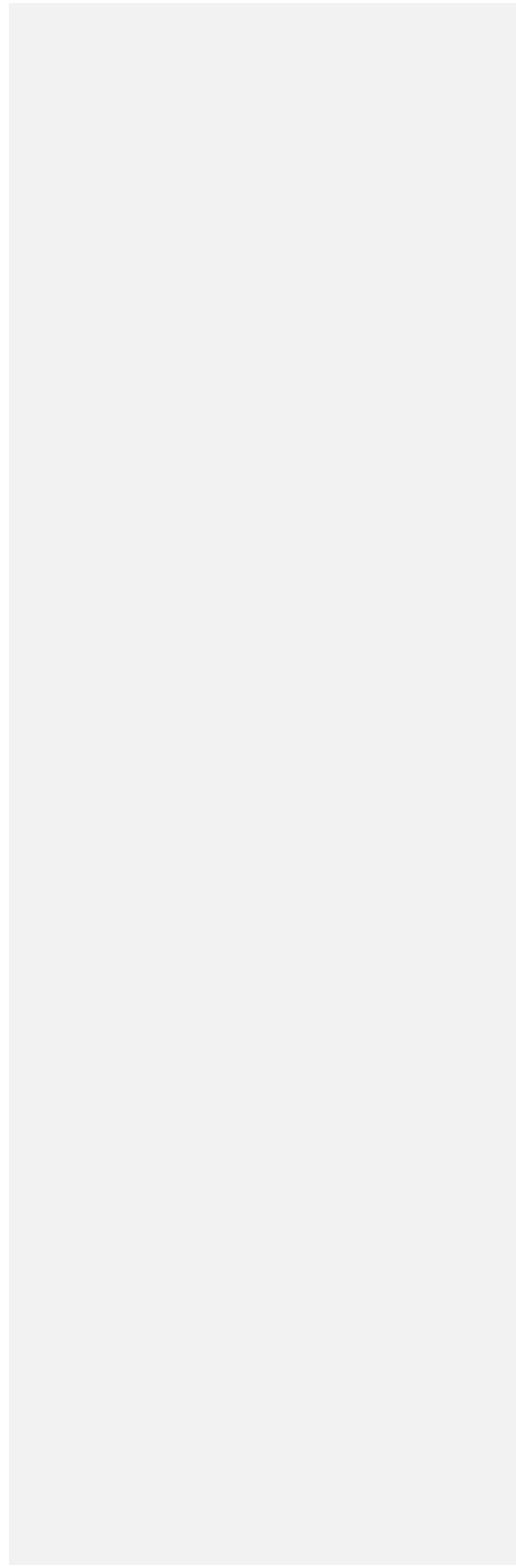


EXHIBIT "A"

RELEASED LOTS

The real property located in the Town and County of Nantucket, Massachusetts, with all buildings and improvements now thereon, known and addressed as 24 Honeysuckle Drive and 26 Honeysuckle Drive, being more particularly shown and described as follows:

Lot 1064 and Lot 1065 on Land Court Plan 16514-147.

For title, see Certificate of Title No. 24,872 and Certificate of Title No. 28,707.

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EXHIBIT “B”

RESTRICTED LOTS

“Re: SANDPIPER PLACE WORKFORCE HOMEOWNERSHIP DEVELOPMENT PROJECT - RICHMOND GREAT POINT DEVELOPMENT, LLC - NANTUCKET, MA

Project Site Description

Lots 918, 923, and 929 shown on that certain Subdivision Plan of Land in Nantucket, Mass., being a Subdivision of the Remainder of Lot 901 on Land Court Plan No. 16514-112; Lots 903 through 908 & the Remainder of Lot 909 on Land Court Plan No. 16514-113, drawn by Hayes Engineering, Inc., Civil Engineers & Land Surveyors, 603 Salem Street, Wakefield, MA 01880, dated October 3, 2017, which plan is filed with the Nantucket Registry District of the Land Court as Land Court Plan No. 16514-117;

and

Lots 1013, 1014, and 1017 shown on that certain Subdivision Plan of Land in Nantucket, Mass., drawn by Hayes Engineering, Inc., Civil Engineers & Land Surveyors, 603 Salem Street, Wakefield, MA 01880 dated April 1, 2019, and revised August 20, 2019, being a subdivision of Lots 941 through 952 shown on Land Court Plan No. 16514-117, which plan is filed with the Nantucket Registry District of Land Court as Land Court Plan No. 16514-133;

And

Lots 1106 shown on that certain Plan of Land in Nantucket, Mass., drawn by Hayes Engineering, Inc., Civil Engineers & Land Surveyors, 603 Salem Street, Wakefield, MA 01880 dated May 11, 2021, being a subdivision of Lot 183 on Land Court Plan 16514-Z; Lot 917 on Land Court Plan 16514-117; Lot 959 on Land Court Plan 16514-118; Lots 985, 986 & 987 on Land Court Plan 16514-125; Lots 991 & 992 on Land Court Plan 16514-126; Lots 1024 on Land Court Plan 16514-133; Lot 1049 on Land Court Plan 16514-144, which plan is filed with the Nantucket Registry District of the Land Court as Land Court Plan 16514-147.

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**SECOND AMENDMENT
TO
REGULATORY AGREEMENT
AND
DECLARATION OF RESTRICTIVE COVENANTS
FOR THE
SANDPIPER PLACE WORKFORCE HOMEOWNERSHIP
DEVELOPMENT PROJECT**

This Second Amendment to Regulatory Agreement and Declaration of Restrictive Covenants (this “Second Amendment”) is made this ____ day of _____, 2023, by and among the Town of Nantucket, acting by and through its Select Board (hereinafter referred to as the “Town”), having an address of Town and County Building, 16 Broad Street, Nantucket, Massachusetts 02554, Richmond Great Point Development, LLC (hereinafter referred to as the “Project Sponsor”), a Delaware limited liability company, having an address at 23 Concord Street, Wilmington, Massachusetts 01887, and Nantucket Property Owner LLC (“NPO”), a Massachusetts limited liability company, having an address at 12424 Wilshire Blvd., Suite 1450, Los Angeles, CA 90025.

WITNESSETH:

WHEREAS, the Town and the Project Sponsor are the original parties to a certain Regulatory Agreement and Declaration of Restrictive Covenants for the Sandpiper Place Workforce Homeownership Development Project (as amended, the “Agreement”) dated August 3, 2021, registered with the Nantucket Registry District of the Land Court as Document No. 170543; and

WHEREAS, the Agreement was previously amended by the Town and the Project Sponsor by a certain First Amendment to Regulatory Agreement and Declaration of Restrictive Covenants for The Sandpiper Place Workforce Homeownership Development Project dated January 19, 2022, registered with the Nantucket Registry District of the Land Court as Document No. 172920; and

WHEREAS, the Agreement was assigned and assumed in part in a certain Assignment and Assumption of Regulatory Agreement and Declaration of Restrictive Covenants for The Sandpiper Place Workforce Homeownership Development Project dated January 19, 2022, registered with the Nantucket Registry District of the Land Court as Document No. 172921; and

WHEREAS, at its public meeting held on March 13, 2023 the Nantucket Planning Board approved amendments to the special permits issued for the Sandpiper Place Workforce Homeownership Development Project which, among other things, permitted transfer of the

restrictive covenants imposed by this Agreement from property located at 24 Honeysuckle Drive shown as Lot 1064 on Land Court Plan No. 16514-147 to property located at 43 Beach Grass Road shown as Lot ____ on Land Court Plan No._____, all as more particularly described in Modification #3 To An Existing Special Permit (Planning Board File # PLSP-2022-11-0206) dated March 13, 2023, registered with the Nantucket Registry District of the Land Court as Document No. 177118; and

WHEREAS, at its public meeting held on June 12, 2023 the Nantucket Planning Board approved amendments to the special permits issued for the Sandpiper Place Workforce Homeownership Development Project which permitted the transfer of the restrictive covenants imposed by this Agreement from property located at 26 Honeysuckle Drive shown as Lot No. 1065 on Land Court Plan No. 16514-147 to property located at 4 Bluet Court shown as Lot 923 on Land Court Plan No. 16514-117, all as more particularly described in Modification #__ To An Existing Special Permit (Planning Board File # PLSP-_____) dated June 12, 2023, registered with the Nantucket Registry District of the Land Court herewith as Document No. _____; and

WHEREAS, the Town, Project Sponsor, and NPO, pursuant to Section 10 of the Agreement and all other authority, desire to modify the terms and conditions of the Agreement including, but not limited to, Exhibit A thereof in order to release the restrictive covenants on the real property described in Exhibit “B” to this Second Amendment, and to replace the restrictive covenants imposed by this Agreement on the real property described in the Exhibit “A” to this Second Amendment;

NOW, THEREFORE, in consideration of the agreements and covenants hereinafter set forth, and other good and valuable consideration, the receipt and sufficiency of which each of the parties hereto hereby acknowledge to the other, the Town, the Project Sponsor, and NPO hereby agree and covenant as follows:

1. Incorporation of Recitals. The recitals immediately following the preamble to this Second Amendment and immediately above the agreements expressed herein are incorporated into this Second Amendment for purposes of interpreting the intent of the parties and construction of this contract.

2. Amendments to Agreement.

(A) Pursuant to Section 10 of the Agreement and all other authority of the parties to modify the terms and conditions of the Agreement, the parties agree that the property described in the Exhibit “A” to this Second Amendment shall be released from all covenants, conditions, and restrictions imposed by the Agreement.

(B) Pursuant to Section 10 of the Agreement and all other authority of the parties to modify the terms and conditions of the Agreement, the parties agree that the property described in the Exhibit “B” to this Second Amendment shall be and comprise all of the Restricted Lots subject to the covenants, conditions, and restrictions imposed by the Agreement.

3. **Confirmation.** Except as previously amended and as amended hereby, the Agreement shall remain in full force and effect. Except as otherwise herein defined, capitalized terms shall have the same meaning as given to them in the Agreement. This Second Amendment may be executed in several counterparts, which taken together shall constitute one original instrument.

IN WITNESS WHEREOF, the parties hereto have caused this Second Amendment to Regulatory Agreement and Declaration of Restrictive Covenants to be executed as a sealed instrument as of the day and year first above written.

RICHMOND GREAT POINT DEVELOPMENT,
LLC

PHILIP PASTAN, Manager

TOWN OF NANTUCKET
By its Select Board

By: _____
Dawn E. Hill Holdgate, Chair

NANTUCKET PROPERTY OWNER LLC

Bradley M. Hall, Authorized Signatory

COMMONWEALTH OF MASSACHUSETTS

COUNTY OF _____, ss.

On this _____ day of _____, 2023, before me, the undersigned notary public, personally appeared PHILIP PASTAN, proved to me through satisfactory evidence of identification, which were _____, to be the person whose name is signed on the preceding document, as Manager of RICHMOND GREAT POINT DEVELOPMENT, LLC and acknowledged to me that he signed it voluntarily for its stated purpose.

Notary Public
My Commission Expires:

COMMONWEALTH OF MASSACHUSETTS

COUNTY OF NANTUCKET, ss.

On this _____ day of _____, 2023, before me, the undersigned notary public, personally appeared Dawn E. Hill Holdgate, Chair of the Select Board of the Town of Nantucket, proved to me through satisfactory evidence of identification, which was personal knowledge, to be the person whose name is signed on the preceding document, as Chair of the Select Board of the Town of Nantucket, and acknowledged to me that she signed it voluntarily for its stated purpose.

Notary Public
My Commission Expires:

COMMONWEALTH OF MASSACHUSETTS

COUNTY OF _____, ss.

On this _____ day of _____, 2023, before me, the undersigned notary public, personally appeared _____, proved to me through satisfactory evidence of identification, which were _____, to be the person whose name is signed on the preceding document, as Manager of NANTUCKET PROPERTY OWNER LLC and acknowledged to me that he signed it voluntarily for its stated purpose.

Notary Public
My Commission Expires:

EXHIBIT "A"

RELEASED LOTS

The real property located in the Town and County of Nantucket, Massachusetts, with all buildings and improvements now thereon, known and addressed as 24 Honeysuckle Drive and 26 Honeysuckle Drive, being more particularly shown and described as follows:

Lot 1064 and Lot 1065 on Land Court Plan 16514-147.

For title, see Certificate of Title No. 24,872 and Certificate of Title No. 28,707.

EXHIBIT “B”

RESTRICTED LOTS

“Re: SANDPIPER PLACE WORKFORCE HOMEOWNERSHIP DEVELOPMENT PROJECT - RICHMOND GREAT POINT DEVELOPMENT, LLC - NANTUCKET, MA

Project Site Description

Lots 918, 923, and 929 shown on that certain Subdivision Plan of Land in Nantucket, Mass., being a Subdivision of the Remainder of Lot 901 on Land Court Plan No. 16514-112; Lots 903 through 908 & the Remainder of Lot 909 on Land Court Plan No. 16514-113, drawn by Hayes Engineering, Inc., Civil Engineers & Land Surveyors, 603 Salem Street, Wakefield, MA 01880, dated October 3, 2017, which plan is filed with the Nantucket Registry District of the Land Court as Land Court Plan No. 16514-117;

and

Lots 1013, 1014, and 1017 shown on that certain Subdivision Plan of Land in Nantucket, Mass., drawn by Hayes Engineering, Inc., Civil Engineers & Land Surveyors, 603 Salem Street, Wakefield, MA 01880 dated April 1, 2019, and revised August 20, 2019, being a subdivision of Lots 941 through 952 shown on Land Court Plan No. 16514-117, which plan is filed with the Nantucket Registry District of Land Court as Land Court Plan No. 16514-133;

And

Lots 1106 shown on that certain Plan of Land in Nantucket, Mass., drawn by Hayes Engineering, Inc., Civil Engineers & Land Surveyors, 603 Salem Street, Wakefield, MA 01880 dated May 11, 2021, being a subdivision of Lot 183 on Land Court Plan 16514-Z; Lot 917 on Land Court Plan 16514-117; Lot 959 on Land Court Plan 16514-118; Lots 985, 986 & 987 on Land Court Plan 16514-125; Lots 991 & 992 on Land Court Plan 16514-126; Lots 1024 on Land Court Plan 16514-133; Lot 1049 on Land Court Plan 16514-144, which plan is filed with the Nantucket Registry District of the Land Court as Land Court Plan 16514-147.



Agenda Item Summary

Agenda Item #	VIII. 4.
Date	7/5/2023

Staff

Erika Mooney, Operations Administrator

Subject

Request for Renewal/Reinstatement of Taxicab Owner License for Pirate's Taxi

Executive Summary

Michael Shaw, owner of Pirate's Taxi, did not renew his taxi owner license by the May 31, 2023 deadline and is requesting the Select Board renew his taxi owner license due to hardship. The taxi owner license in question was given to someone else on the taxi waitlist pursuant to the process followed annually. If the Select Board determines that Mr. Shaw's taxi owner license should be renewed/reinstated, the Board will have to increase (temporarily or permanently) the number of annual taxi owner licenses allowable.

Staff Recommendation

N/A

Background/Discussion

Pursuant to Chapter 367, Taxicabs, Charter, Limousine and Tour Vehicles Regulations, § 367-2 (Taxicab licenses; vehicle condition; operating requirements), subsection A (Taxicab license application):

(1) The Select Board may periodically determine the total number of taxicab licenses available for issuance to operate a taxicab in the Town...

§ 367-2 (Taxicab licenses; vehicle condition; operating requirements), subsection L (Duration of license) states:

(1) Taxicab licenses shall be valid from June 1 through May 31. Annual taxicab licenses may be renewed upon payment annually on or after May 15 and no later than May 31.

The policy has been that any requests for hardship go to the Select Board for review and vote.

Impact: Environmental ☐ Fiscal ☐ Community ☐ Other ☐

N/A

Board/Commission Recommendation

N/A



Public Outreach

N/A

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

N/A

Attachments

Email from Michael Shaw



From: [Roberta Levesque](#)
To: [Erika Mooney](#)
Subject: Request for hearing re: Pirates Taxi
Date: Wednesday, June 21, 2023 10:50:44 PM

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Hello Erika,

I apologize for the late email. Had difficulties with my Gmail, so I'm using my girlfriend's email.

I would like to request a hearing to discuss keeping Pirates Taxi. There were several unforeseen circumstances that kept me from getting over to the island on time.

Car accident (no accident report because it was a single car accident.)

Rented a car the next day. Debit card declined 10 minutes before boarding the ferry, due to fraud alert (which happened because of the car rental).

Meanwhile, my girlfriend had a total hip replacement Monday, May 15th and was dependent on my help for 3 weeks.

I risked my union job by taking timeoff to resolve the taxi licensing, and ultimately got laid off from my current job.

I have dated photos of the car accident damage, dated Prorgessive insurance claim form, Preferred Auto repairs, bank info on the fraud alert.

Pirates Taxi is very important to me and my family as it was my father's project before me, and I worked tirelessly with him when he was sick.

I'm going to send this off now.

I look forward to hearing from you. I really appreciate you taking the time to listen and reconsider Pirates Taxi.

Michael Shaw

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P.S. Ironically, just got the car back today.