

Town and County of Nantucket Select Board • County Commissioners

Dawn E. Hill Holdgate, Chair
Thomas M. Dixon
Matt Fee
Malcolm W. MacNab
Brooke Mohr



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Nantucket, Massachusetts 02554

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C. Elizabeth Gibson
Town & County Manager

AGENDA FOR THE MEETING OF THE SELECT BOARD JANUARY 10, 2024 - 5:30 PM PSF COMMUNITY ROOM, 4 FAIRGROUNDS ROAD AND REMOTE PARTICIPATION VIA ZOOM WEBINAR NANTUCKET, MASSACHUSETTS

YOU TUBE LINK FOR VIEWING ONLY:
<https://youtube.com/live/dQjSOnWT2ig>

ZOOM WEBINAR REGISTRATION LINK TO VIRTUALLY ATTEND MEETING:
https://us06web.zoom.us/webinar/register/WN_rCMX5mndTfeZ4yyfjkra1A

- I. CALL TO ORDER***
- II. SELECT BOARD ACCEPTANCE OF AGENDA***
- III. ANNOUNCEMENTS***
 1. The Select Board Meeting is Being Audio/Video Recorded.
 2. Legislative Update with Nantucket Delegation.
 3. Select Board to Hold Comprehensive Solid Waste Update Meeting on Thursday, January 11, 2024 at 6:00 PM in PSF Community Room at 4 Fairgrounds Road and via Zoom Webinar; Register at https://us06web.zoom.us/webinar/register/WN_ULgvE0FSSSme5HdKjzubxQ.
 4. Town Offices will be Closed Monday, January 15, 2024 in Observance of Martin Luther King, Jr. Day.
 5. Select Board Announcements/Comments.
- IV. FOLLOW-UP ON COMMENTS FROM PRIOR SELECT BOARD MEETINGS***
- V. PUBLIC COMMENT****
- VI. NEW BUSINESS****

VII. APPROVAL OF MINUTES, WARRANTS AND PENDING CONTRACTS

1. Approval of Minutes of December 20, 2023 at 5:30 PM.
2. Approval of Payroll Warrants for December 24, 2023; January 7, 2024.
3. Approval of Treasury Warrants for December 27, 2023; January 3, 2024; January 10, 2024.
4. Approval of Pending Contracts for January 10, 2023 - as Set Forth on the Spreadsheet Identified as Exhibit 1, Which Exhibit is Incorporated Herein by Reference.

VIII. CONSENT ITEMS

1. Gift Acceptances: Natural Resources Department; Human Services (Saltmarsh Senior Center); Fire Department.

IX. REAL ESTATE MATTERS

1. Request for Approval and Execution of Purchase and Sale Agreement, Quitclaim Deed and Land Development Agreement for 5, 7 and 9 Waitt Drive, Shown as Lots 88, 89 and 90 on Plan of Land Entitled "Division Plan of Land in Nantucket, MA., Prepared for Town of Nantucket," Dated June 3, 2016 and Recorded with Nantucket County Registry of Deeds as Plan No. 2016-58, with Habitat to Humanity, Pursuant to Vote on Article 101 of the 2014 Annual Town Meeting.

X. PUBLIC HEARINGS

1. Public Hearing Regarding Proposed FY 2025 General Fund Budget.

XI. TOWN MANAGER'S REPORT

1. Review of Preliminary Draft Warrant for 2024 Annual Town Meeting and 2024 Annual Town Election.

XII. SELECT BOARD'S REPORTS/COMMENT

1. Discussion on Superior Court Decision Regarding Surfside Crossing (No. 2275-00025; 2275-00026).
2. Committee Reports.

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. 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

Solid Waste Management on Nantucket



COMMUNITY WORKSHOP
THURSDAY, JANUARY 11, 2024

Join us in person or via Zoom.
More information: www.nantucket-ma.gov/SolidWaste



EXHIBIT 1
AGREEMENTS TO BE EXECUTED BY TOWN MANAGER
UNLESS RESOLUTION OF DISAPPROVAL BY SELECT BOARD
January 10, 2024

Type of Agreement/Description	Department	With	Amount	Other Information	Source of Funding	Term
Grant Agreement	Human Services	Massachusetts Councils on Aging Senior Center Directors, Inc.	(\$7,744)	New programs for the benefit of older adults, generally sixty (60) years of age and older	N/A	Dec 7, 2023 - June 30, 2024
Professional Services Agreement	Our Island Home	Relias Learning, LLC	5,726.65	Online education system to ensure compliance with Department of Public Health education regulations for all nursing home staff	OIH Budget - Staff Development	Mar 1, 2024 - Feb 28, 2025
Professional Services Agreement	Public Works	Clean Harbors, Inc.	\$150,000	2024 Hazardous Waste Collection Events for household and very small quantity generators collection event for hazardous waste; six (6) collection days will take place at the Department of Public Works	Solid Waste Budget - Hazardous Waste	Jan 15, 2024 - Dec 31, 2024
Professional Services Agreement	Public Works	Toscana Corporation	\$100,000	As-needed snow plowing for the 2024 season	Public Works Budget - Snow Plowing	Jan 15, 2024 - June 30, 2024
Professional Services Agreement	Town Administration	SMRT, Inc.	\$28,287	Detailed condition assessment of 31 Western Avenue	Town Administration Budget	Jan 10, 2024 - Jan 9, 2025

CONSENT AGENDA ITEMS FOR 1/10/2024 SELECT BOARD MEETING

1. Gift Acceptances

Recommend the acceptance of the following gifts to Town agencies:

- Natural Resources Department:
 - o Gift of \$400 from the Great Harbor Yacht Club Foundation for the Brant Point Shellfish Hatchery
- Human Services:
 - o Gift of \$100 from Dorthia Swope for Saltmarsh Senior Center
- Fire Department:
 - o Gift of \$1,000 from The Sternlicht Foundation for training initiatives led by the Fire Department

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

Town Administration will ensure that letters of thanks are sent.

TOWN OF NANTUCKET NATURAL RESOURCES DEPARTMENT

131 PLEASANT STREET
NANTUCKET, MA 02554

(508) 228-7230



December 7, 2023

Select Board
16 Broad Street
Nantucket, MA, 02554

Dear Board Members,

On behalf of the Natural Resources Department, we are requesting that the Select Board accept a gift from the Great Harbor Yacht Club Foundation in the amount of \$400.00 for their support of their Youth Harbor Education Program. This donation will be put towards the Shellfish Hatchery.

Sincerely,

A handwritten signature in black ink, appearing to read "Jeff Carlson", with a long horizontal flourish extending to the right.

Jeff Carlson,
Town of Nantucket
Natural Resources Department
508-228-7230

MEMO



Date: December 20, 2023

TO: Dawn Hill-Holdgate, Select Board Chair

CC: Jerico Mele, Director of Human Services

FROM: Laura Stewart, Saltmarsh Senior Center, Program Coordinator

RE: Request for acceptance of gift

I am writing to request acceptance of the following gift donation:

From Dorthia Swope: \$100.00 gift to the Saltmarsh Senior Center

Thank you,

Laura Stewart

from the desk of.....

Laura Stewart
Program Coordinator,
Senior Services
81 Washington Street
Nantucket, MA 02554
508-228-4490

phone: 508-228-4490
fax: 508-325-5366
e-mail: lstewart@nantucket-ma.gov

Nantucket Fire
Department

4 Fairgrounds Road
Nantucket, MA 02554
Tel: (508) 228-2324
Fax: (508) 325-7500



January 2, 2024

SELECT BOARD
16 BROAD ST
NANTUCKET, MA 02554

Re: STERNLICHT FOUNDATION
Fire Department Training &
Equipment

Dear Chair of Select Board:

The Sternlicht Foundation has made a generous donation of \$1,000.00 to fund the training initiatives lead by the Fire Department. We are requesting that the select board authorize the transfer of this donation to the training account.

Please let us know if you have any questions or need anything further.

Thank you,

A handwritten signature in blue ink, which appears to read "Michael Cranson".

Michael Cranson, Chief

MC/
Enclosure

THE BARRY S. STERNLICHT FOUNDATION

December 26, 2023

Fire Chief Michael Cranson
Nantucket Fire Department
131 Pleasant St.
Nantucket, MA 02554

Re: General and Unrestricted

Dear Fire Chief Cranson:

The Barry S. Sternlicht Foundation is pleased to enclose a check in the amount of \$1,000 as a grant to your organization for the above purpose. This grant is made in honor of The Nantucket Fire Department. This grant is subject to the terms set forth in the attached Grant Terms and, by cashing the grant check, you are indicating that you agree to its terms.

Please send any receipts, grant confirmations or other correspondence regarding this contribution, to the address specified below.

The Barry S. Sternlicht Foundation wishes you and your organization every success in your important work. If you have any questions concerning this grant agreement, please contact Foundation Source, the administrator for The Barry S. Sternlicht Foundation, at 1-800-839-1821.

Sincerely,

Foundation Source
Administrator, The Barry S. Sternlicht Foundation

Address for Grant Acknowledgements
Barry Sternlicht c/o The Barry S. Sternlicht Foundation 591 W. Putnam Avenue Greenwich, CT 06830



Agenda Item Summary

Agenda Item #	IX. 1.
Date	January 10, 2024

Staff

Kristie Ferrantella, Municipal Housing Director

Subject

Approval of Documents for Conveyance of Lots 88, 89 and 90 on Waitt Drive to Habitat for Humanity Nantucket, Inc. pursuant to the Select Board's award of the project.

Executive Summary

I request the approval and execution of the Purchase & Sale Agreement, Deed and Land Development Agreement and any other supporting documentation relative to the conveyance of Lots 88, 89 and 90 on Waitt Drive to Habitat for Humanity for the purposes of developing six (6) affordable homes for homeownership restricted at 80% AMI or less and where all of these affordable homes shall be eligible for inclusion on the Town's Subsidized Housing Inventory. This conveyance follows Town Meeting approval of Article 101 at the 2014 ATM and an RFP process in 2023 where the Select Board awarded the bid to Habitat at its November 15th, 2023 meeting. Habitat will be supporting the Town seeking a Special Municipal Employee Local Preference on two (2) of the units. In addition, Habitat is working with the Town on timing for pulling building permits and completion of the homes around the Town's Safe Harbor considerations.

Staff Recommendation

Recommend executing the documents required for closing.

Background/Discussion

The Board will recall that Habitat originally sought these lots several years ago and the Board had given direction that all year-round housing lots on the site need to support units eligible for inclusion on the Town's Subsidized Housing Inventory. Habitat refined its processes working with EOHLC (formerly DHCD), the Housing Office, and others to conform with EOHLC requirements for inclusion. Habitat successfully added three units to the SHI at Benjamin Drive, its most recent project, and is now prepared to do the same at Waitt Drive.

Impact: Environmental ☐ Fiscal ☐ Community ☒ Other ☐

Addressing the housing crisis; Select Board strategic goal around year-round and municipal employee housing.

Board/Commission Recommendation

N/A



Public Outreach

N/A

Attachments

1. P&S
2. Deed
3. Land Development Agreement
4. Article 101 from ATM 2014



C

PURCHASE AND SALE AGREEMENT

1. Information and Definitions

(a) DATE OF AGREEMENT: _____, 2024.

(b) PREMISES: Three lots of vacant land located on Waitt Drive, Nantucket, Massachusetts, shown as Lots 88, 89 and 90 on a plan of land entitled "Division Plan of Land in Nantucket, MA., prepared for Town of Nantucket," dated June 3, 2016, prepared by Blackwell and Associates, Inc., recorded with Nantucket County Registry of Deeds as Plan No. 2016-58, each lot containing 5,080± square feet for a total of 15,240± square feet according to said Plan. For Seller's title see Order of Land Court Withdrawal from Registration dated September 20, 2012, recorded with said Deeds in Book 1348, Page 248.

(c) SELLER: Town of Nantucket, acting by and through its Select Board

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

Seller's Attorney: Vicki S. Marsh, Esq., KP Law, P.C., 101 Arch Street,
Boston, MA 02110

Phone: (617) 556-0007 Fax: (617) 654-1735

Email: vmarsh@k-plaw.com

(d) BUYER: Habitat for Humanity Nantucket, Inc.

Address: 75 Old South Road, Nantucket, MA 02554

Buyer's Attorney: John B. Brescher, Esq.
Glidden & Brescher, P.C.
37 Centre Street, P.O. Box 1079
Nantucket, MA 02554

Phone: 508-228-0771 Fax: 508-228-6025

Email: john@gliddenandglidden.com

(e) PURCHASE PRICE: The purchase price for the Premises is One Dollar (\$1.00), which is to be paid in full upon the delivery of the deed, subject to the adjustments set forth herein.

- (f) CLOSING DATE: January 11, 2024, at 11:00 a.m. (or an earlier date, upon Buyer providing Seller at least seven (7) days' prior written notice thereof). Time is of the essence.
- (g) PLACE: Nantucket County Registry of Deeds, or a closing by mail, at Buyer's election.
- (h) TITLE: Quitclaim Deed

2. Covenant. Seller agrees to sell and Buyer agrees to buy the Premises upon the terms hereinafter set forth.

3. Title Deed. Said Premises are to be conveyed by a good and sufficient quitclaim deed running to Buyer, and said deed shall convey a good and clear record and marketable title thereto, free from encumbrances except:

- (a) provisions of existing building and zoning laws;
- (b) such taxes for the then current year as are not due and payable on the date of the delivery of such deed, except as provided in Section 13;
- (c) any liens for municipal betterments assessed after the date of this Agreement; any betterments assessed before the date of this Agreement shall be paid by Seller in full;
- (d) easements, restrictions and/or reservations of record, if any, provided the same do not interfere with the access to and use of the Premises for single-family residences with duplexes; and
- (e) an affordable housing restriction and a Land Development Agreement, requiring the Premises to be used for affordable housing purposes in perpetuity and granting to Seller a right of entry as more particularly described in Section 15 below.

4. Deed; Plans. Seller shall prepare the deed. If a plan is required for conveying the Premises, Buyer shall deliver a plan, acceptable to Seller, with the deed in form adequate for recording.

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

6. Possession and Control of Premises. Full possession of said Premises free of all tenants and occupants, is to be delivered at the time of the delivery of the deed, said Premises to be then: (a) in the same condition as they now are, reasonable use and wear thereof excepted, (b) not in violation of said building and zoning laws, and (c) in compliance with provisions of any instrument referred to in Section 4 hereof. Buyer shall be entitled to inspect said Premises personally prior to the delivery of the deed in order to determine whether the condition thereof complies with the terms of this Paragraph.

7. Extension to Perfect Title or Make Premises Conform. If Seller shall be unable to give title or to make conveyance, or to deliver possession of the Premises, all as herein stipulated, or if at the time of the delivery of the deed the Premises do not conform with the provisions hereof, then Seller shall use reasonable efforts to remove any defects in title, or to deliver possession as provided herein, or to make the said Premises conform to the provisions hereof, as the case may be, and thereupon the time for performance hereof shall be extended for a period of up to thirty (30) calendar days. In no event, however, shall reasonable efforts require Seller to expend more than \$1,000.00, including attorneys' fees.

8. Failure to Perfect Title or Make Premises Conform. If at the expiration of the extended time Seller shall have failed so to remove any defects in title, deliver possession, or make the Premises conform, as the case may be, all as herein agreed, or if at any time during the period of this Agreement or any extension thereof, the holder of a mortgage on said Premises shall refuse to permit the insurance proceeds, if any, to be used for such purposes, then any payments made under this Agreement shall be forthwith refunded and all other obligations of the parties hereto shall cease and this Agreement shall be void without recourse to the parties hereto.

9. Buyer's Election to Accept Title. Buyer shall have the election, at either the original or any extended time for performance, to accept such title as Seller can deliver to the said Premises in their then condition and to pay therefore the purchase price, without deduction, in which case Seller shall convey such title.

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

11. Use of Money to Clear Title. To enable Seller to make conveyance as herein provided, Seller may, at the time of delivery of this deed, use the purchase money or any portion thereof to clear the title of any or all encumbrances or interests, provided that all instruments so procured are recorded simultaneously with the delivery of said deed, or, for institutional mortgages only, within a reasonable time thereafter in accordance with customary Massachusetts conveyancing practices.

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

13. Title Standards. Any matter or practice arising under or relating to this Agreement which is the subject of a title standard or a practice standard of the Real Estate Bar Association at the time for delivery of the deed shall be covered by said title standard or practice standard to the extent applicable.

14. Affidavits, etc. Simultaneously with the delivery of the deed, Seller shall execute and deliver: (a) affidavits under oath with respect to parties in possession and mechanic's liens to induce Buyer's title insurance company to issue lender's and owner's policies of title insurance without exception for those matters, but in no event shall Seller be required to defend or

indemnify any party, and (b) such additional and further instruments and documents as may be consistent with this Agreement and customarily and reasonably required by Buyer's title insurance company to complete the transactions described in this Agreement. Buyer understands that Seller shall not provide any indemnities to Buyer.

15. Affordable Housing Restriction and Land Development Agreement.

- A. Affordable Housing Restriction: The Premises shall be conveyed subject to a perpetual restriction, requiring one hundred percent (100%) of the residential housing units to be constructed on the Premises to be sold to individuals or households earning no more than eighty percent (80%) of the area median income for Nantucket County, as defined by the United States Department of Housing and Urban Development ("HUD"), adjusted for household size (an "Eligible Purchaser") and meet the requirements for all of the home ownership units to be eligible for inclusion on the Subsidized Housing Inventory (SHI) of the Executive Office of Housing and Livable Communities' s (EOHLC) formerly known as the Department of Housing and Community Development (DHCD). Seller may include this restriction in the deed to the Premises. Prior to the sale of any of the Affordable Units, Buyer will enter into a Regulatory Agreement and an affordable housing restriction with Seller and EOHLC, which shall run with the Premises in perpetuity, be recorded prior to any mortgages or other liens on the Premises, shall survive a foreclosure or deed in lieu of foreclosure or similar action, meet the requirements of G.L. c. 184, §§ 31 and 32, and be in form and substance acceptable to Seller (the "Restriction");
- B. LDA: Seller shall convey the Premises to Buyer subject to the Land Development Agreement attached hereto as Exhibit A and incorporated herein (the "LDA"), which the parties shall execute at the closing and record immediately after the recording of the deed and prior to any mortgages. Said LDA shall govern the development of the Premises. and require, among other things, the following mandatory terms:
- (a) *Construction Obligations*: Buyer shall commence construction of the residential homeownership units dwelling (the "Units") in accordance with timelines as specified within the Land Development Agreement attached hereto as Exhibit A, at its sole cost and expense, and complete construction of the Units on the Premises at its sole cost and expense and convey the Units to Eligible Purchasers, as defined below,
- (b) *Affordable Housing Purposes*: The Premises shall be used in perpetuity for affordable home ownership housing purposes, and Buyer shall convey the Units to Eligible Purchasers and meets all of the requirements sufficient to include all of the Units in the Town's SHI, defined below, at a price set forth more particularly in the LDA (the "Maximum Initial Sales Price"); the foregoing terms shall be included in the deed to the Premises from Seller to Buyer;

- (c) *Deed Rider*: Buyer shall, with the deed conveying the Unit to an Eligible Purchaser, record an affordable housing deed rider, enforceable by Seller in perpetuity, free of liens and encumbrances, meeting the requirements of G.L. c. 184, §§ 31 and 32, in form and substance acceptable to Seller and EOHLC, and suitable for inclusion of the Unit which shall survive foreclosure or deed given in lieu thereof, and suitable for including all of the Units in the SHI maintained by EOHLC (the “Deed Rider”). The resale and other restrictions contained in said Deed Rider shall be deemed to be an “other restriction” held by a governmental body, as that term is used in G.L. c. 184, §26 such that the restrictions contained therein shall be enforceable for its full term and not be limited in duration by any contrary rule or operation of law, and in any event shall be enforceable for at least ninety-nine (99) years;
 - (d) *Local Preference*: Buyer shall sell seventy (70%) percent of all of the Units to Eligible Purchasers pursuant to a local preference (which shall include current Town residents, employees of local businesses and non-profits located in the town, households whose children attend Town schools and municipal employees), in a proposed lottery, subject to the extent permitted by federal or state law and pursuant to approval from EOHLC. Buyer shall sell two of the Units to be sold to Eligible Purchasers pursuant to a local preference as described above, to qualified municipal employees pursuant to a municipal employee local preference, to be restricted in perpetuity, provided it is approved by EOHLC.
 - (e) *Sale or Transfer of Premises*: Buyer shall not convey or transfer the Premises or any portion thereof to any person or entity other than to Eligible Purchasers, except as set forth in the LDA.
 - (f) *Right of Entry*: The Premises shall be conveyed subject to a condition subsequent, with the possibility of reentry by Seller. Seller shall have the right to enter upon the Premises upon the occurrence of the following events: (i) Buyer fails to obtain all permits, approvals, licenses and the like with the appeal periods having expired without any appeals having been filed, or if filed, the final adjudication of such appeal pursuant to a final court order without further appeal(collectively, the “Permits”) from all federal, state and local authorities necessary to construct the Affordable Units on the Premises, (ii) Buyer fails to commence construction of the Project within ___ months after the Closing or fails to complete the same within the time set forth in the LDA, (iii) Buyer fails to construct the number of Affordable Units required hereunder, (iv) Buyer transfers the Premises prior to substantial completion to persons other than to Eligible Purchasers, and/or (v) Buyer uses the Premises for other than affordable housing purposes. Said right of entry shall also be included in the deed to the Premises.
- C. EOHLC Approval: Buyer shall be responsible for taking any and all steps, at its expense, to include all of the Units in EOHLC’s SHI, including entering into the Restriction, preparing an Affirmative Marketing Plan acceptable to EOHLC, and selling the Units to Eligible Purchasers; however, the Buyer shall not be required to receive EOHLC Affordable Housing Restriction and Regulatory Agreement prior to closing;

D. Marketing Plan: Buyer shall market the Units and shall conduct a buyer selection process in accordance with an affirmative fair marketing plan approved by EOHLC through the LAU and by Seller.

16. Contingencies. The obligation of each party under this Agreement and the LDA is subject to the satisfaction of all of the following conditions, at Seller's option:

- (a) *Land Development Agreement*: Buyer and Seller shall execute the LDA attached hereto as Exhibit A, which must be executed prior to, and recorded at, the Closing;
- (b) *Financing*: Buyer shall have obtained financing sufficient in the reasonable judgment of both Seller and Buyer for Buyer to purchase materials required to construct the Units and other improvements required under the LDA; and
- (c) *Compliance*: Compliance by Buyer and Seller with any other requirements of Massachusetts General or Special laws relative to the disposition of real property by the Seller.

17. Inspection Rights. Buyer and Buyer's agents shall have the right to enter the Premises, upon at least two (2) business days' prior written notice to Seller, at Buyer's own risk, for the purposes of making a visual inspection of the Premises, provided the Buyer shall have no right to conduct any subsurface or invasive inspections or investigations without the Seller's prior written consent, undertaking such inspections or investigations as Buyer deems appropriate, and shall promptly restore the Premises to their condition prior to any such disturbance and repair any damage caused to the Premises and/or improvements thereon by Buyer and/or Buyer's agents, employees, representatives, consultants, contractors and/or invitees (with Buyer, the "Buyer Parties"). Seller shall have the right to accompany Buyer during any activities performed by or on behalf of Buyer on the Premises. Buyer shall release and hold Seller harmless against any claim by Buyer or any of the other Buyer Parties for any harm to them arising from said entry; defend, indemnify and hold harmless Seller from any claim, damages, liabilities, demands, and/or liabilities for injury, death and/or harm caused by or arising out of Buyer's exercise of its rights hereunder and/or entry onto the Premises, including without limitation, the use, release, discharge or threatened release of any Hazardous Waste (defined in Section 21) on the Premises by Buyer and/or the other Buyer Parties. Buyer shall obtain comprehensive liability insurance in the minimum amount set forth herein to support the obligations of Buyer hereunder: General Liability: \$1,000,000.00/occurrence, \$2,000,000.00/aggregate; Bodily Injury Liability: \$1,000,000.00/occurrence, \$2,000,000.00/aggregate. Such insurance shall be issued by insurance companies licensed in Massachusetts and having a Best's rating of A- or better. Prior to entering the Premises, Buyer shall provide Seller with a copy of such insurance policy in each case indicating Seller is an additional insured on the policy and showing compliance with the foregoing provisions. In the event Buyer finds Hazardous Materials (defined in Section 21,) on the Premises in quantities that must be reported to the Department of Environmental Protection under the provisions of G.L. c. 21E or the regulations thereunder, and informs Seller of the same in writing prior to the closing date, this Agreement shall be null and void and without recourse to the parties except for those provisions stated herein to survive the termination. Nothing herein

shall in any way require Seller to remediate or to pay or contribute toward the cost of remediating any contamination on the Premises or make any repairs or improvements thereto. The provisions of this Section shall survive the termination of this Agreement and the delivery of the deed

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

19. Closing. The deed and other documents required by this Agreement are to be delivered and the Purchase Price, less the permitted adjustments, paid at the Date and Time of Closing and at the Place of Closing. All documents and funds are to be delivered in escrow subject to prompt rundown of title and recording, which term shall include registration in the case of registered land. Buyer's proceeds shall be in the form of a bank check, a wire transfer, or a check drafted from Buyer's attorney's IOLTA account and shall be released to Seller only following the recording of the deed.

20. Taking. Notwithstanding anything herein to the contrary, in the event of a taking of all or part of the Premises or access thereto by eminent domain by any entity other than Seller, Buyer may, at its sole option, terminate this Agreement without recourse, whereupon all the rights and obligations of the parties shall cease except those that are stated herein to survive such termination.

21. Condition of Premises. Buyer acknowledges that Buyer has not been influenced to enter into this transaction and that it has not relied upon any warranties or representations not set forth in this Agreement. Buyer represents and warrants that it or its agents have conducted a full inspection of the Premises, and based upon Buyer's investigation, Buyer is aware of the condition of the Premises and will accept the Premises "AS IS", subject to Buyer's right to terminate this Agreement under Section 17. Buyer acknowledges that Seller has no responsibility for hazardous waste, oil, hazardous material or hazardous substances, as those terms are defined by any applicable law, rule or regulation, including, without limitation, the Massachusetts Oil and Hazardous Materials 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. §§ 9601 et seq. and the Resource Conservation and Recovery Act, as amended, 42 U.S.C. §§ 6901 et seq. (herein collectively referred to as "Hazardous Waste") on, in, under or emitting from the Premises or for any other condition or defect on the Premises. The provisions of this paragraph shall survive the delivery of the deed.

22. Extensions. Buyer and Seller hereby authorize their respective attorneys (as the case may be) to execute on their behalf any extensions to the time for performance and any change of location and/or time for delivery of the deed. Buyer and Seller shall be able to rely upon the signature of said attorneys as binding unless they have actual knowledge before the

execution or other consent to such extensions, that either party has disclaimed the authority granted herein to bind them. For purposes of this Agreement, facsimile and scanned signatures shall be construed as original.

23. Errors. If any errors or omissions are found to have occurred in any calculations or figures used in the settlement statement signed by the parties (or would have been included if not for any such error or omission) and notice thereof is given within six (6) months of the date of delivery of the deed to the party to be charged, then such party agrees to make payment to correct the error or omission. The provisions of this Section shall survive the closing and delivery of the deed.

24. Assignment. Buyer shall not assign this Agreement or any of its rights hereunder without prior written consent of Seller, which may be withheld in Seller's sole and absolute discretion.

25. Construction of Agreement. This instrument, executed in multiple counterparts, is to be construed as a Massachusetts contract, is to take effect as a sealed instrument, sets forth the entire contract between the parties, is binding upon and inures to the benefit of the parties hereto and their respective heirs, devisees, executors, administrators, successors and assigns, and may be canceled, modified or amended only by a written instrument executed by both Seller and Buyer. Any claims arising under this Agreement shall be brought in the courts of the Commonwealth of Massachusetts.

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

Signature Page to Follow

In Witness Whereof, the parties hereto sign this Agreement under seal as of this _____ day of _____, 2024.

BUYER: **Habitat for Humanity
Nantucket, Inc.**

SELLER: **Town of Nantucket,**
By its Select Board

By: _____
Name:
Title: President

Dawn E. Hill Holdgate

Brooke Mohr

By: _____
Name:
Title: Treasurer

Matthew G. Fee

Thomas M. Dixon

Malcolm W. MacNab

882681v2NANT19713/0001

Exhibit A

Land Development Agreement

LAND DEVELOPMENT AGREEMENT

This Land Development Agreement (this “Agreement”) is entered into on this _____ day of _____, 2024, by and between the **Town of Nantucket** (the “Town”), acting by and through its Select Board, having an address of Town and County Building, 16 Broad Street, Nantucket, Massachusetts 02554, and **Habitat for Humanity Nantucket, Inc.** (“Developer”), having an address of 75 Old South road, Nantucket, Massachusetts 02554.

WHEREAS, the Town issued a request for proposals (the “RFP”), seeking to convey three lots of vacant land located on Waitt Drive, Nantucket, Massachusetts, shown as Lots 88, 89 and 90 on a plan of land entitled “Division of Land in Nantucket, MA., prepared for Town of Nantucket,” dated June 3, 2016, recorded with Nantucket County Registry of Deeds as Plan No. 2016-58 (the “premises”) and being a portion of the property described in the Order of the Land Court Withdrawal from Registration dated September 20, 2012, recorded with said Deeds in Book 1348, Page 248 that will construct six (6) residential home ownership units thereon meeting the specifications set forth herein (the “Units”), and sell the Units to Eligible Purchasers (defined below) (the “Project”). The Premises, the Units, and any other improvements hereafter constructed at the premises are referred to, collectively, as the “Property,”

WHEREAS, Developer submitted a proposal (the “Proposal”) to the RFP, incorporated herein by reference, agreeing to undertake the Project, and has been chosen as the successful proposer;

WHEREAS, pursuant to the RFP and the Proposal, Developer is required to construct the Units and sell the Units to eligible person in accordance with DHCD (as hereinafter defined) guidelines, and at a price specified in this Agreement to persons or households with incomes at or below eighty percent (80%) of the median household income for the area that includes the Town of Nantucket, adjusted for household size;

WHEREAS, pursuant to G.L. c. 40B Sec. 20-23 (the “Act”) and the final report of the Special Legislative Commission Relative to Low and Moderate Income Housing Provisions issued in April, 1989, regulations have been promulgated at 760 CMR 45.00 et, seq. (the “Regulations”), which established the Local Initiative Program (“LIP”);

WHEREAS, the Commonwealth of Massachusetts, acting by and through its Executive Office of Housing and Livable Communities (“EOHLC”), formerly known as the Department of Housing and Community Development (“DHCD”) pursuant to Chapter 23B of the General Laws, administers the LIP on behalf of the Commonwealth;

WHEREAS, the Town has elected to participate in the Local Initiative Program and intends for the Units to be constructed by Developer to qualify as “Local Action Units” within the LIP;

WHEREAS, for the purposes of this Agreement, an “Eligible Purchaser” is defined herein as:

- (a) An individual or household that will live regularly in the Unit as their primary residence. In the final lottery conducted to select a purchaser from among eligible and qualified applicants, Developer will give preference to households whose family size requires the number of bedrooms being built, according to the criteria described in EOHLC’s LIP Guidelines;
- (b) An individual or household whose annual income from all sources is not more than eighty percent (80%) of the area median income for Nantucket County, as most recently published by the United States Department of Housing and Urban Development (“HUD”), adjusted for household size;
- (c) Meeting such other criteria as may be required under the LIP to include all of the home ownership units in the Town’s Subsidized Housing Inventory, as determined by EOHLC;
- (d) And meeting other qualifying characteristics related to assets and other limitations as described in detail in the LIP Guidelines.

WHEREAS, the Town has conveyed the Premises to Developer by a deed recorded with the Nantucket County Registry of Deeds (the “Registry”) of even date herewith in Book _____, Page _____, for nominal consideration of \$1.00 (the “Purchase Price”), and the Property is subject to an affordable housing restriction;

WHEREAS, in consideration for the Premises, Developer hereby agrees to develop the Premises and to undertake, at its sole cost and expense, all the work that is required to be done under this Agreement to construct, develop and complete the Project; and

WHEREAS, the Town and Developer intend to set forth herein the terms and conditions that will govern the use and development of the Premises and the Property.

NOW THEREFORE, in consideration of the mutual covenants contained herein and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto hereby agree as follows:

NOW, THEREFORE, THE PARTIES AGREE AS FOLLOWS:

I. RIGHT OF ENTRY

Developer acknowledges and accepts that the Land has been conveyed to Developer, subject to a Condition Subsequent, reserving to the Town a Right of Entry, which the Town may exercise if the Developer (a) fails to obtain the necessary permits, approvals, licenses and the like necessary for the Project from federal, state and local authorities with ____ months from the date of the recording of the Deed to Developer (the “Date of Recording”), (b) fails to complete said construction with ____ months from the Date of Recording, (c) fails to receive approval from EOHLC of a Regulatory Agreement and Affordable Housing Restriction to be held by EOHLC and the Town and record said Regulatory Agreement and Affordable Housing Restriction with the Nantucket Registry of Deeds, (d) fails to sell the Units to Eligible Purchasers within ____ months from the Date of Recording, (e) conveys, sells or otherwise transfers the Property or any portion thereof to persons other than the Eligible Purchasers or assigns its interest under Section V(K), or (f) uses the Property for other than affordable housing purposes. The Town may extend the time for performance under this condition if the Developer fails to perform its obligations hereunder within the time periods set forth above for reasons beyond the Developer’s reasonable control, provided that Developer requests an extension in writing no later than thirty (30) days prior to the expiration of the applicable performance period and provides reasons for the delay; in no event shall any extension exceed twelve (12) months from the applicable original performance date. For purposes of calculating the dates above, commencement of construction shall mean a building permit for the construction shall have issued, and completion of construction shall mean a final certificate of occupancy has issued for the Project.

The Town shall provide sixty (60) days’ written notice to Developer of its intent to exercise its Right of Entry. If at the end of such notice period, Developer has not commenced construction, completed construction, and or sold the Units as required herein, or cured the applicable default in the Town’s reasonable discretion, the Town may reenter the Property and take all right, title and interest and possession in and to the Property by executing and recording a Certificate of Entry to the Property. Notwithstanding the provisions of anything herein to the contrary, upon recording of said Right of Entry, title to the Property and any improvements shall revert to and vest in the Town without any necessity for suit or the necessity of a deed from the Developer to the Town. The Town shall reimburse the Developer for any improvements made by the Developer to the Property from the proceeds of the sale of the Units to Eligible Purchasers or from any other sale of the Property less amounts required to release the Premises from any and all liens, subject to Town Meeting appropriation of funds for such purpose. Such Right of Entry shall be in addition to any and all remedies the Town may have for a breach or default under this Agreement.

The Town’s Right of Entry shall be deemed released and of no further force and effect upon the recording of the deed conveying the last Unit to an Eligible Purchaser, attaching to said Deed and an affordable housing Deed Rider and a Certificate of Compliance issued by the Town.

II. DEVELOPMENT AGREEMENT

Developer agrees, for itself and its successors and assigns, and in consideration of the conveyance of the Premises at the Purchase Price, which it acknowledges is less than the full and fair market value of the Premises, to develop the premises and to undertake, at its sole cost and expense, all the work that is required to be done under this Agreement to construct, develop and complete the Project (hereinafter referred to as the “Work”) as follows:

A. **Construction Obligations**

1. **Construction of Units:** Developer shall, at its sole expense, prepare plans and specifications for the construction of six (6) residential home ownership units on the Premises, showing the location, design, layout and size of the Units, the landscaping, and all other improvements. The plans and specifications shall be submitted to the Town for the Town’s approval (the “Approved Plans”). The Units shall have a minimum of ____ (__) bedrooms and contain a minimum of _____ (____) square feet of floor area. The Town shall not withhold approval unreasonably, and in the event of disapproval, the Town shall give Developer an itemized statement of reasons for disapproval within forty-five (45) days after the plans and specifications are submitted to the Town. Developer shall use reasonable efforts to cause such items to be appropriately revised and resubmit the same to the Town for approval pursuant to this Section, but shall not be required to make such changes if they render the Project uneconomic. If no response is received from the Town within said forty-five (45) days, the plans and specifications shall be deemed approved by the Town. Developer shall construct the Unit and perform the Work in accordance with the Approved Plans. Developer agrees not to make any material changes or revisions to the Work or the improvements as described in the RFP, the Proposal, and the Approved Plans during the course of construction without having obtained the Town’s prior written approval, which approval shall not be unreasonably withheld.

2. **Construction Schedule:** Developer shall commence construction of the Units within _____ days from the date of recording of this Agreement (“Date of Recording”) and complete said construction and sell the Units to Eligible Purchasers within _____ months from said Date of Recording, all in accordance with the terms of this Agreement. Failure to do so shall enable the Town to exercise its Right of Entry. For purposes of this Section, Developer shall be deemed to have completed construction of the Units upon obtaining a final Certificate of Occupancy for the Unit. Developer shall use good faith efforts to commence and complete the Project with due diligence.

3. **Quality of Work:** Developer shall have obtained all the permits and approvals necessary to construct and operate the Project on the Property before undertaking any Work, and shall cause all the Work to be performed in a good and first-class workmanlike manner and employing materials of good quality and in accordance with the Approved Plans and all applicable laws, ordinances, codes and regulations.

4. **Liens:** Developer shall not permit any mechanic's liens or similar liens to remain upon the Property for labor and materials furnished to Developer in connection with work of any character performed by or at the direction of Developer and shall cause any such lien to be

released of record without cost to the Town pursuant to the terms of this Agreement, by satisfaction and discharge of such lien or release of such lien by bond.

5. Indemnification: Developer shall comply with the requirements of all applicable laws, rules and regulations. Developer shall defend, indemnify and hold the Town harmless from and against all cost, expense and/or liability arising out of or based upon any and all claims, accidents, injuries and damages related to the Work, the condition of the Property, or any act or omission of Developer, its contractors, licensees, agents, servants, employees, customers, invitees, guests or visitors, or anyone claiming by, through or under Developer. This shall not be construed as a limitation of Developer's liability under the contract or as otherwise provided by law.

The obligations of Developer hereunder are referred to as Developer's "Construction Obligations".

B. Financial Obligations

1. Construction Loan: Developer shall be responsible for obtaining all the financing necessary to finance the construction and completion of the Project. Any construction or other loan ("Construction Loan") that is secured by a mortgage on the Property ("Construction Mortgage") shall be subordinate and subject to this Agreement, and shall be recorded after this Agreement. Developer shall perform all of Developer's obligations under the Construction Loan, including Developer's covenants to make payments when due. Developer shall cause the holder of the Construction Mortgage (the "Lender") to give at least sixty (60) days prior written notice to the Town, by registered mail, of the Lender's intention to foreclose upon the Construction Mortgage or to accept a conveyance of the Property in lieu of foreclosure, in which event the Town shall have the right, but not the obligation, to cure whatever default(s) have entitled the Lender to issue the foreclosure notice, subject to appropriation. Developer shall pay or cause to be paid all taxes, assessments and other charges, fines and impositions attributable to the Property, which may attain a priority over the Construction Mortgage. The terms of this Agreement shall run with the land and bind any subsequent owner of the Property.

2. Affordable Housing: Developer agrees that the Units shall be subject to an affordable housing restriction Deed Rider as further described in Section III, below.

3. Initial Sales Price: Developer shall sell the Units for no more than the initial sale price set forth in Section III, below.

4. Marketing: Developer agrees to market the Units as provided in Section III, below.

C. Use of Property

1. Use and Maintenance: For so long as Developer owns the Property, Developer shall use the Property to develop affordable housing for use by income-eligible persons and shall maintain the Units and other improvements thereon, if any, in good order, condition and repair.

2. Insurance: Developer agrees to maintain the following insurance:

(a) *Property Insurance*: Developer shall continuously maintain in full force, for the term of this Agreement, a policy of comprehensive casualty and property damage insurance, insuring the Property and all improvements thereto, in an amount equal to at least one hundred percent (100%) of the replacement costs thereof, under which, until the completion of the Work, the Town shall be named as additional insured and under which the insurer agrees to defend, indemnify and hold the Town harmless from and against all cost, expense and/or liability arising out of or based upon any and all claims, accidents, injuries and damages related to the Work, the condition of the Property, or any act or omission of Developer, its contractors, licensees, agents, servants, employees, customers, invitees, guests or visitors, or anyone claiming by, through or under Developer, or failure to comply with the provisions of this Agreement or with applicable laws in connection with the exercise of the rights and obligations of Developer hereunder, in the broadest form of such coverage from time to time available in Massachusetts. Developer shall submit to the Town, on or before conveyance of the Property from the Town to Developer and no less often than annually thereafter, and at any other time upon the request of the Town, evidence of such continuous insurance coverage satisfactory to the Town;

(b) *Liability Insurance*: Developer shall carry comprehensive public liability insurance in the minimum amount of \$1,000,000.00/occurrence, \$3,000,000.00/aggregate with property damage liability insurance in limits of \$1,000,000.00/occurrence, \$3,000,000.00/aggregate;

(c) *Builder's Risk*: During the period of any construction or structural alteration of the Property or the construction of the Units, Developer shall also keep in full force and effect, at its sole cost and expense, "Builder's All Risk" insurance against loss or damage on a completed value non-reporting basis from such hazards and in such amounts as the Town may reasonably require.

(d) *Insurance Carried by Contractors*: During the period of any construction or structural alteration of the Property or the construction of the Unit, Developer shall also require the general contractor for the Work, if any, to maintain (i) for the benefit of Developer and the Town, as additional insureds, commercial general liability insurance, including products and completed operations coverage, against any claims for personal injury, death and property damage occurring upon, in or about the premises and on, in and about the adjoining sidewalks and passageways during the construction of the Work for at least One Million \$1,000,000.00 Dollars per occurrence and, Two Million (\$2,000,000.00) Dollars in General Aggregate; (ii) worker's compensation in amounts required by state statute; (iii) employer's liability insurance with limits of not less than One Million Dollars (\$1,000,000.00); and (iv) automobile liability insurance, including the ownership, maintenance and operation of any automotive equipment,

owned, hired or non-owned, in an amount not less than One Million Dollars (\$1,000,000.00) combined single limit.

(e) *Evidence of Insurance:* All policies shall name the Town as an additional insured and shall be so written that the Town shall be notified of cancellation or restrictive amendment at least thirty (30) days prior to the effective date of such cancellation or amendment. Developer shall submit to the Town certificates of insurance for all the policies required to be maintained by Developer hereunder, which certificates shall show at least the coverage and limits of liability specified herein the and the expiration date;

(f) *Acceptable Insurers:* All insurance required hereunder shall be underwritten with an insurance company or companies with an AM Best Rating of A-1 or better, licensed to write such insurance in the Commonwealth of Massachusetts and reasonably acceptable to the Town; and

(g) *Termination:* All responsibility of Developer under this Section shall terminate upon the construction of the Units and the sale of the Property to Eligible Purchasers in accordance with the terms of this Agreement.

3. Obligation to Restore: In the event that any damage or destruction of the Property or any part thereof occurs as a result of fire or other casualty during the term of this Agreement, Developer shall be responsible for the restoration of the Property to the extent of its insurance proceeds, provided, however, that if such damage or destruction is caused as a result of the gross negligence or willful act or omission of Developer, or of any of its employees or agents, Developer shall be responsible for the full restoration of the damaged or destroyed Property regardless of the cost thereof or the available insurance proceeds, until such time as Developer has completed construction and sold to an Eligible Purchaser the Units damaged or destroyed by fire or other casualty.

III. AFFORDABLE HOUSING PROVISIONS

- A. Initial Unit Sale Price; Affordable Housing Restriction: The Premises shall be conveyed subject to a perpetual affordable housing restriction, requiring one hundred Percent (100%) of the residential home ownership units to be constructed on the Premises to be sold to Eligible Purchasers and meet the requirements for all of the home ownership units to be eligible for inclusion on the Subsidized Housing Inventory (“SHI”) of EOHLC. Upon completion of the construction of the Units and the issuance of a final Certificate of Occupancy, Developer shall convey the Units to Eligible Purchasers. The initial sale price of the Units shall be set at an amount affordable to an Eligible Purchaser, as determined in accordance with EOHLC Guidelines, and reasonably acceptable to the Town. Each deed to the Eligible Purchaser shall include a Deed Rider substantially similar in form and content to the document attached hereto as Exhibit A and incorporated herein or in such other form as acceptable to the Town and to

EOHLC under LIP, ensuring that the Unit will stay affordable in perpetuity and count toward the Town's SHI. The resale restrictions contained in the Affordable Housing Restriction/Deed Rider that encumbers each of the Units pursuant to the requirements of this Agreement is an affordable housing restriction, as that term is defined in G.L. c. 184, § 31 and as that term is used in G.L. c. 184, §§26, 31, 32 and 33, and shall also be an "other restriction" held by a governmental body, as that term is used in G.L. c. 184, §26, such that the restrictions contained therein shall be enforceable for its full term and not be limited in duration by any contrary rule or operation of law, and in any event shall be enforceable for at least ninety-nine (99) years. Such resale restrictions shall be for the benefit of the Town and EOHLC. The Town and EOHLC shall be deemed to be holders of the affordable housing restriction created by the Resale Restrictions in said Deed Rider.

- B. Local Preference. Developer shall sell seventy (70%) of all of the Units to Eligible Purchaser pursuant to a local preference (which shall include current Town residents, employees of local business and non-profits located in the Town, households whose children attend Town school and municipal employees), in a proposed lottery, subject to the extent permitted by federal, or state law and pursuant to approval from EOHLC. Developer shall sell two of the Units to be sold to Eligible Purchasers pursuant to a local preference as described above, to qualified municipal employees pursuant to a municipal employee local preference to be restricted in perpetuity, provided it is approved by EOHLC.
- C. Marketing Plan: Developer shall market the Units and shall conduct a buyer selection process for the Units in accordance with an affirmative fair marketing plan approved by EOHLC through the LIP and by the Town.
- D. EOHLC Approval: Prior to the sale of the Units, Developer shall have obtained approval of the Units by EOHLC as "local action units" through the LIP and shall have delivered evidence of such approval to the Town. EOHLC shall also approve of a Regulatory Agreement and affordable housing restriction on the Units to be held by EOHLC and the Town. Developer shall be responsible for obtaining EOHLC's consent, at its sole cost and expense.
- E. Certificate of Compliance, Acceptance of Restriction: Upon the sale of the Units by Developer in accordance with this Agreement, there shall be recorded with the Unit deeds, at Developer's expense, a Certificate of Compliance issued by the Town indicating compliance with the provisions of this Agreement, such Certificate not to be unreasonably withheld, and an Acceptance of Restriction, signed by the Nantucket Select Board.
- F. No Discrimination: Neither Developer nor the Town shall discriminate on the basis of race, creed, color, sex, age (except as permitted by law in senior housing communities), handicap, marital status, national origin, or any other basis

prohibited by law in the selection of buyers for the Property; and Developer shall not so discriminate in connection with the employment or application for employment of persons for the construction, operation or management of the Project.

The obligations of Developer hereunder are referred to as Developer's "Affordable Housing Obligations."

III. DEFAULT

If, prior to the expiration of this Agreement,

A. Developer shall have failed to observe or perform any of Developer's covenants, agreements, or obligations set forth in this Agreement within thirty (30) days following receipt of written notice from the Town specifying such failure (or if such failure or violation cannot be cured within said thirty (30)-day period, to commence to cure the same within said period and diligently to proceed thereafter to complete such curing, but in no event later than sixty days (60) from the date of the Town's notice);

B. Developer shall have failed, after all applicable cure periods, to observe or perform any of the Developer's covenants, agreements, or obligations under the Construction Mortgage;

C. Developer shall have sold, assigned, exchanged, mortgaged or otherwise transferred the Property or any portion thereof (other than the Construction Mortgage to secure the Construction Loan and the sale of the Unit to an Eligible Purchaser) or transferred its interests under this Agreement without the Town's prior written consent prior to the completion of the Project (as set forth more particularly in Section V(K);

D. There shall have issued any execution or attachment against Developer or any of Developer's property pursuant to which the Property shall be taken or occupied or attempted to be taken or occupied, provided Developer is first provided an opportunity to cure the same within sixty (60) days unless extended by agreement of the parties; or

E. Developer shall have filed a voluntary petition, or there shall have been filed against Developer an involuntary petition, in bankruptcy or insolvency or adjudication of bankruptcy or insolvency of Developer, or the filing by Developer of any petition or answer seeking any reorganization, arrangement, composition, readjustment, liquidation, dissolution, or similar relief under the present or any future federal bankruptcy act, or any other present or future applicable federal, state, or other statute or law, or the assignment by Developer for the benefit of creditors, or appointment of a trustee, receiver, or liquidator of all or any part of the assets of Developer, and within one hundred twenty (120) days after the commencement of any such proceeding against Developer, such proceeding shall not have been dismissed, or if, within one hundred twenty (120) days after the appointment of any trustee, receiver, or liquidator of

Developer or of all or any part of Developer's property, without the consent or acquiescence of Developer, such appointment shall not have been vacated or otherwise discharged, then, the Town shall have the right to (i) exercise its Right of Entry, if applicable or (ii) exercise any and all rights and remedies available to it, under law or in equity, including actions and proceedings to compel specific performance and money damages.

V. GENERAL PROVISIONS

A. Access: Developer shall permit the Town or its agents to enter the Property, including, without limitation, the Units, at any reasonable time, from time to time, to inspect the Property and to ensure compliance with the provisions of this Agreement, provided, however, that the Town provides Developer at least forty-eight (48) hours' prior notice thereof, except in the event of emergency, in which case notice shall be given as soon as practicable.

B. Compliance with Laws: Developer shall conduct the Project in compliance with all applicable federal, state and local laws, codes, ordinances, rules and regulations and with all necessary permits.

C. Development Costs: Developer shall be solely liable for all costs incurred in construction of all the Work required under this Agreement to develop the Project at the Property in compliance with all laws, ordinances, rules, regulations and codes applicable to the permitted use, and in including the Units in EOHLC's SHI. The Town assumes no responsibility or obligation whatsoever for the development of the Property by Developer, and Developer hereby agrees to indemnify and hold the Town harmless from any loss or damage arising from the development of the Property.

D. Cooperation: The Town agrees to use reasonable efforts to assist Developer in obtaining any and all permits, licenses, easements and other authorizations required by any governmental authorities with respect to any construction or other work to be performed on the Property, but Developer acknowledges that the Town has no control over and cannot guarantee that permits required from municipal boards or officers within their statutory or regulatory authority will be granted or fees will be waived.

E. Indemnification: Developer agrees to defend, indemnify, and hold the Town harmless from and against any and all liabilities, losses, costs, expenses (including reasonable attorneys' fees), causes of action, suits, claims, damages, demands, judgments or expenses from any and all claims, actions, or suits of any nature whatsoever that may be imposed upon, incurred by, or asserted against the Town by reason of this Agreement, except to the extent that the same is caused by the willful misconduct of the Town or its employees or agents. This indemnity and hold harmless agreement shall include indemnity against all costs, expenses, and liabilities incurred in or in connection with any such claim or proceeding brought thereon, and the defense thereof.

F. Environmental: Developer shall comply with all state and federal environmental laws and shall defend, indemnify, and hold the Town harmless from and against any and all liabilities, losses, costs, expenses (including reasonable attorneys' fees), causes of action, suits, claims, damages, demands, judgments or expenses from any and all claims, actions, or suits of any nature whatsoever that may be imposed upon, incurred by, or asserted against the Town arising from any release or threat of release of any hazardous materials which are placed, released or disposed on, in or under all or any portion of the Property on or after the date of this Agreement.

G. Costs of Enforcement: In the event that the Town successfully initiates enforcement or other legal proceedings to enforce this Agreement or to otherwise redress a breach of this Agreement by Developer, in addition to any other remedies to which the Town may be entitled, Developer shall pay to the Town forthwith any and all costs and expenses, including attorneys' fees, that are incurred in enforcing this Agreement or prosecuting any such proceedings.

H. Obligations and Rights and Remedies Cumulative and Separable: The respective rights and remedies of the Town and Developer, whether provided by this Agreement, or by law, shall be cumulative, and the exercise of any one or more of such rights or remedies shall not preclude the exercise, at the same or different times of any other such rights or remedies.

I. Notices: Any and all notices required herein shall be in writing and shall be deemed properly given upon the earlier of: (i) two business days after deposit with the United States Postal Service, if sent by registered or certified mail, return receipt requested, postage prepaid; (ii) one business day after deposit with an express courier service such as Federal Express; or (iii) actual receipt. All such notices will be delivered to the address specified above or such other address as the respective parties may designate in writing:

J. Waiver: The failure on the part of Developer or Town, as the case may be, to complain in any one or more cases of any action or non-action on the part of the other party, or to insist in any one or more cases upon the performance of any of the provisions, covenants, agreements or conditions of this Agreement or to exercise any option contained herewith, no matter how long the same may continue, shall never be deemed or construed to be a waiver by such party of any of its rights hereunder, or a relinquishment for the future of any such provision, covenant, agreement, condition or option. Further it is covenanted and agreed that no waiver at any time of any of the provisions hereof by Developer or the Town shall be construed as a waiver of any of the other provisions hereof, and that a waiver at any time of any of the provisions hereof shall not be construed as a waiver at any subsequent time of the same provisions.

K. Restrictions on Transfers and Junior Encumbrances: Until the Project has been completed in accordance with this Agreement, Developer shall not sell, assign, exchange, mortgage or otherwise transfer the Property or any portion thereof, other than the Construction Mortgage to secure the Construction Loan and the sale of the Units to Eligible Purchasers, or

transfer its interests under this Agreement without the Town's prior written consent, which shall not be withheld unreasonably for any financing necessary to construct the Project. Any sale, assignment or other transfer of the Property or any portion thereof, whether before or after the completion of the Project, shall be subject to the terms of this Agreement, and the buyer, assignee or transferee shall assume Developer's obligations under this Agreement in writing as if it were the original developer hereunder. Any attempted assignment or other transfer made contrary to this Section shall be void.

L. Limitation on Liability: Notwithstanding anything in this Agreement to the contrary, neither party shall be liable to the other for consequential, incidental, or punitive damages.

M. Time of Essence: Time shall be of the essence hereof.

N. No Partnership: Nothing contained under this Agreement shall be construed to create a partnership or joint venture between the Town and Developer or to make the Town an associate in any way of Developer in the conduct of Developer's business, nor shall the Town be liable for any debts incurred by Developer in the conduct of Developer's business.

O. No Brokers: Each warrants and represents to the other that it has had no dealings or negotiations with any broker or agent in connection with this Agreement. Each agrees to pay, and shall hold the other harmless and indemnified from and against any and all costs, expenses (including without limitation counsel fees) or liability for any compensation, commissions and charges claimed by any broker or agent resulting from any such dealings by the indemnifying party with respect to this Agreement or the negotiation therefor.

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

Q. Term of Agreement: This Agreement and the restrictions and covenants contained herein shall be enforceable by the Town in perpetuity or for the longest period permitted by law, which in any event shall be for at least ninety-nine (99) years. Notwithstanding the foregoing, this Agreement shall terminate upon the sale of all of the Units to Eligible Purchasers and the recording of a Deed Rider, a Certificate of Compliance, and the Acceptance signed by the Town, with the deed to each of the Units.

R. Binding: The terms of this Agreement shall be binding on the parties, and their respective successors, heirs and assigns. All covenants, agreements, terms and conditions of this Agreement shall be construed as covenants running with the land.

S. Entire Agreement of Parties; No Oral Agreement: There are no oral agreements between the parties hereto affecting this Agreement, and this Agreement supersedes and cancels any and all previous negotiations, arrangements, agreements, and undertakings, if any, between the parties hereto with respect to the subject matter hereof, and none thereof shall be used to interpret or construe this Agreement.

T. Governing Law: This Agreement shall be governed exclusively by the provisions of the laws of the Commonwealth of Massachusetts.

U. Recording: Upon execution, Developer shall immediately cause this Agreement and any amendments hereto to be recorded with the Nantucket County Registry of Deeds, and Developer shall pay all fees and charges incurred in connection therewith. Upon recording, Developer shall immediately transmit to the Town evidence of such recording including the date and instrument number, and book and page number of this Agreement. The Agreement shall be recorded prior to the recording of any mortgages.

[Signature Page Follows]

WITNESS the above execution hereof under seal as of the day and year first above written.

BUYER: Habitat for Humanity
Nantucket, Inc.

SELLER: **Town of Nantucket**
By its Select Board

By: _____
Name:
Title: President

Dawn E. Hill Holdgate

Brooke Mohr

By: _____
Name:
Title: Treasurer

Matthew G. Fee

Thomas M. Dixon

Malcolm W. MacNab

COMMONWEALTH OF MASSACHUSETTS

Nantucket, ss.

On this ____ day of _____, 2024, before me, the undersigned notary public, personally appeared Dawn E. Hill Holdgate, Brooke Mohr, Matthew G. Fee, Thomas M. Dixon and Malcolm W. MacNab, members of the Town of Nantucket Select Board, as aforesaid, proved to me through satisfactory evidence of identification, which was personal knowledge of the undersigned, to be the persons whose names are signed on the preceding instrument and acknowledged to me that they signed the foregoing instrument voluntarily on behalf of the Town of Nantucket for its stated purpose.

Notary Public
My Commission Expires:

COMMONWEALTH OF MASSACHUSETTS

, ss

On this _____ day of _____, 2024, before me, the undersigned Notary Public, personally appeared _____, who proved to me through satisfactory evidence of identification, which was _____, to be the person whose name is signed on the preceding or attached document, and acknowledged to me that he/she signed it voluntarily for its stated purpose, as President of Habitat for Humanity Nantucket, Inc..

Notary Public
My Commission Expires:

COMMONWEALTH OF MASSACHUSETTS

, ss

On this _____ day of _____, 2024, before me, the undersigned Notary Public, personally appeared _____, who proved to me through satisfactory evidence of identification, which was _____, to be the person whose name is signed on the preceding or attached document, and acknowledged to me that he/she signed it voluntarily for its stated purpose, as Treasurer of Habitat for Humanity Nantucket, Inc.

Notary Public
My Commission Expires:

871769v3NANT19713/0001

QUITCLAIM DEED

Town of Nantucket, a Massachusetts municipal corporation, acting by and through its Select Board, having an address of Town & County Building, 16 Broad Street, Nantucket, Massachusetts 02554 (the "Town"), pursuant to the vote taken under Article 101 of the 2014 Annual Town Meeting, a certified copy of which is attached hereto, for consideration of One (\$1.00) Dollar paid, grants with QUITCLAIM COVENANTS to **Habitat for Humanity Nantucket, Inc.**, a Massachusetts non-profit corporation, having an address of 75 Old South Road, Nantucket, Massachusetts 02554 ("Grantee"):

Three lots of vacant land located on Waitt Drive, Nantucket, Massachusetts, shown as Lots 88, 89 and 90 on a plan of land entitled "Division Plan of Land in Nantucket, MA., prepared for Town of Nantucket," dated June 3, 2016, recorded with Nantucket County Registry of Deeds as Plan No. 2016-58, with each Lot containing 5,080± square feet for a total of 15,240± square feet according to said Plan (the "Premises").

The Premises are conveyed subject to the following covenants, conditions and restrictions:

1. The Premises shall be used for affordable housing purposes in perpetuity.
2. A Land Development Agreement entered into between the Town and Grantee, recorded of even date herewith and incorporated herein in its entirety (the "LDA"), setting forth the covenants, conditions, terms and restrictions applicable to the development and use of the Premises.
3. Grantee shall, within _____ (____) months from the date on which this Deed is recorded with the Nantucket County Registry of Deeds, (a) construct on the Premises six (6) single-family dwelling units (collectively, the "Units"), (b) sell each Unit to a family whose annual income from all sources is not more than eighty percent (80%) of the area median income for Nantucket County, as most recently published by the U.S. Department of Housing and Urban Development ("HUD"), adjusted for household size, and meeting the other conditions set forth in the LDA (an "Eligible Purchaser"), at a price affordable to said Eligible Purchaser, all as set forth more particularly in the LDA; and (c) ensure that all of the Units are counted on the Subsidized Housing Inventory for the Town of Nantucket.
4. Grantee shall convey the Units subject to a perpetual affordable housing restriction qualifying under G.L. c. 184, §§ 31, 32, enforceable by Grantee and the Town,

substantially similar to the Deed Rider attached to the LDA as Exhibit A and incorporated herein (the “Deed Rider”).

5. The Premises are conveyed subject to a Condition Subsequent, reserving to the Town a Right of Entry, which the Town may exercise if Grantee: (a) fails to obtain the permits, approvals, licenses and the like necessary for the Project from the federal, state and local authorities within ____ months from the date of recording of this Deed (the “Date of Recording (b) fails to receive approval from the Executive Office of Housing and Livable Communities (EOHLC) of a Regulatory Agreement and an Affordable Housing Restriction to be held by EOHLC and the Town and to record said Regulatory Agreement and Affordable Housing Restriction with the Nantucket County Registry of Deeds, (c) fails to complete construction of the Units on the Premises and convey each Unit to an Eligible Purchaser within the time and at the price set forth in Paragraph 3 above, (d) conveys, sells or otherwise transfers the Premises to a person other than an Eligible Purchaser, or assigns its interest under the LDA, (e) uses the Premises for other than affordable housing purposes, or (f) violates any of the other terms set forth in the LDA. The Town may extend the time for performance if it finds, in its sole discretion, that Grantee’s failure or delay in constructing and conveying the Units is attributable to causes beyond Grantee’s reasonable control.

The Town, its successors and assigns, shall provide sixty (60) days’ written notice to Grantee of its intent to exercise its Right of Entry. If, at the end of such notice period, Grantee has not constructed and sold the Units as required herein or cured the applicable defect in the Town’s reasonable discretion, the Town may reenter the Premises and retake all right, title, interest and possession in and to the Premises by executing and recording a certificate of entry with the Nantucket County Registry of Deeds. Notwithstanding the provisions of anything herein to the contrary, upon recording said Right of Entry, title to the Premises and any improvements thereon shall revert to and vest in the Town without any necessity for suit or without the necessity of a deed from Grantee to the Town. The Town shall reimburse Grantee for any improvements made by Grantee to the Premises from the proceeds of the sale of the Units to Eligible Purchasers or from any other sale of the Premises. Such Right of Entry to be in addition to any other rights or remedies the Town may have for a breach or default of the obligations set forth herein and in the LDA.

The Town’s Right of Entry shall be deemed released upon the recording of the deed conveying the last Unit to an Eligible Purchaser, attaching thereto the Deed Rider and a Certificate of Compliance issued by the Town, all as set forth more particularly in the LDA.

The resale restrictions set forth herein, in the LDA, and the Deed Rider shall be deemed to be an “other restriction” held by a governmental body, as that term is used in G.L. c. 184, §26, such that such restrictions shall be enforceable for its full term and not be limited in duration by any contrary rule or operation of law, and in any event shall be enforceable for at least ninety-nine (99) years.

It is intended and agreed that the foregoing covenants, conditions and restrictions shall run with the land and shall be binding upon Grantee to the fullest extent permitted by law and equity for the benefit and in favor of and enforceable by the Town of Nantucket and its successors and assigns.

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

The undersigned certify that G.L. c.7C, §38 has been complied with.

REMAINDER OF PAGE INTENTIONALLY LEFT BLANK

SIGNATURE PAGE TO FOLLOW

EXECUTED as a sealed instrument this _____ day of January, 2024.

TOWN OF NANTUCKET,
By its Select Board

Dawn E. Hill Holdgate

Brooke Mohr

Matthew G. Fee

Thomas M. Dixon

Malcolm W. MacNab

COMMONWEALTH OF MASSACHUSETTS

Nantucket, ss.

On this _____ day of January, 2024, before me, the undersigned notary public, personally appeared Dawn E. Hill Holdgate, Brooke Mohr, Matthew G. Fee, Thomas M. Dixon, and Malcolm W. MacNab, Members of the Town of Nantucket Select Board and proved to me through satisfactory evidence of identification, which was personal knowledge, to be the persons whose names are signed on the preceding or attached document, and acknowledged to me that they signed it voluntarily for the foregoing instrument he signed it voluntarily for its stated purpose as Members of the Town of Nantucket Select Board.

Notary Public
My Commission Expires:

Date: June 17, 2016

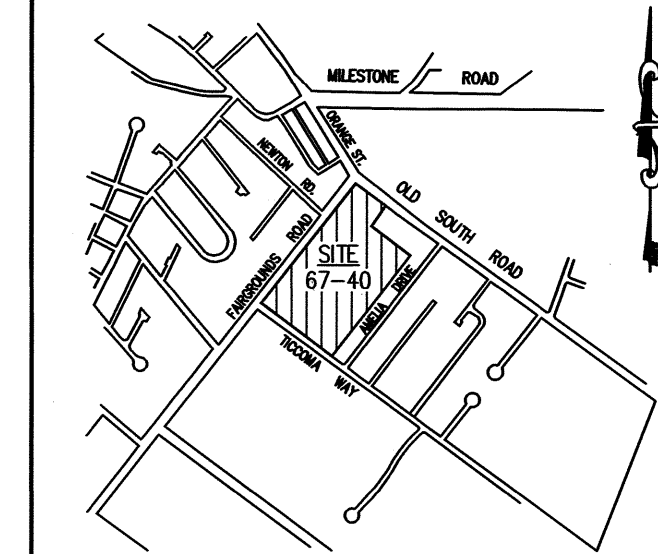
Time: 2:06 PM

Plan No.: 2016-58

Attest: Gannett Ferreira
Register

SHEET 1 OF 1

RESERVED FOR REGISTRY USE



VICINITY MAP SCALE: 1" = 160'

CURRENT ZONING CLASSIFICATION:
Residential 5 (R-5)

MINIMUM LOT SIZE: 5000 S.F.
MINIMUM FRONTAGE: 50 FT.
FRONT YARD SETBACK: 10 FT.
REAR/SIDE SETBACK: 5 FT./10 FT 1 SIDE
GROUND COVER % : 40 %

CURRENT ZONING CLASSIFICATION:
Commercial Neighborhood (CN)

MINIMUM LOT SIZE: 7,500 S.F.
MINIMUM FRONTAGE: 50 FT.
FRONT YARD SETBACK: 10 FT.
REAR/SIDE SETBACK: 10 FT./5 FT.
GROUND COVER % : 40 %

PROPOSED BIKE PATH EASEMENT
LINE & CURVE TABLE

LINE NO.	BEARING	DISTANCE
L1	N35°24'12"E	170.92'
L2	N39°33'21"E	153.94'
L3	N33°07'59"E	74.95'
L4	N43°15'58"E	53.15'
L5	N37°16'27"E	174.87'
L6	N35°50'28"E	307.97'
L7	N39°42'54"E	141.44'
L8	N37°07'13"E	117.99'
L9	N67°31'08"E	60.05'

CURVE NO.	RADIUS	ARC LENGTH
C1	70.00	33.20'
	DELTA	TANGENT
	27°10'37"	16.92'

Nantucket Planning Board
APPROVAL UNDER THE
SUBDIVISION CONTROL LAW
NOT REQUIRED

OWNER INFORMATION

TOWN OF NANTUCKET
DEED BK. 1348, PG. 248; Plan No.: 2016-38
OFF TICCOMA WAY
ASSESSORS MAP 67, PARCEL 710

Barry Reiter, Chairman
Linda Williams, Vice Chairman
Nathaniel Brown
Joseph M. Williams
John F. Trudell III
DATE SIGNED: 6/16/16
FILE No.: 7904

LEGEND

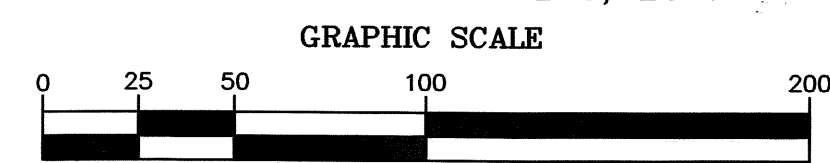
dhCB ■ DENOTES CONCRETE BOUND
(FD) WITH DRILLHOLE FOUND

dhCB □ DENOTES CONCRETE BOUND
WITH DRILLHOLE TO BE SET

BEING A DIVISION OF LOTS 75, 79 & 81
SHOWN ON PLAN RECORDED AS PLAN NO.: 2016-38
NOW SHOWN AS LOTS: 82 THROUGH 95

**DIVISION PLAN OF LAND
in NANTUCKET, MA.**

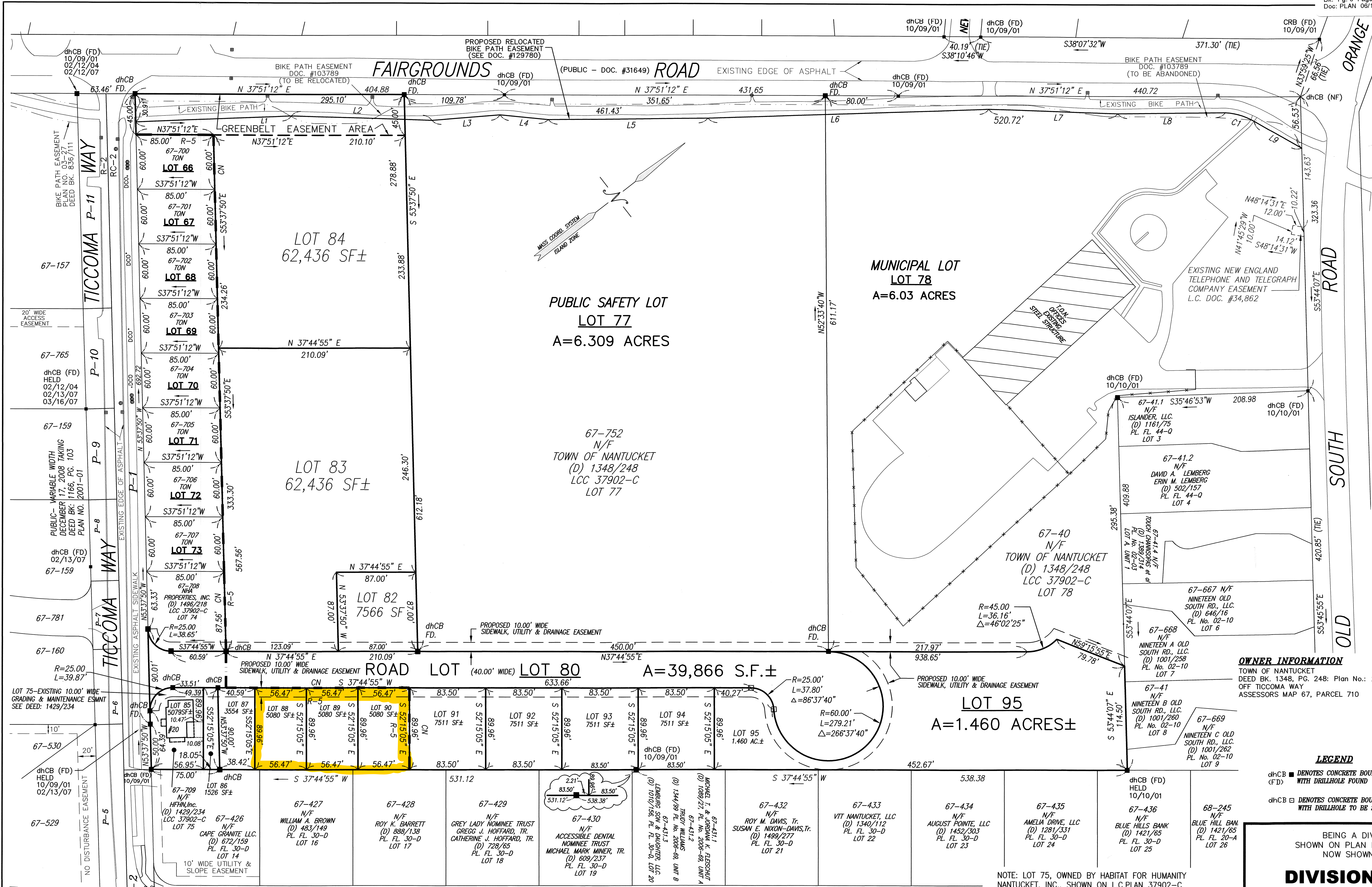
prepared for
TOWN OF NANTUCKET
1"=50' JUNE 3, 2016



CALC'D/DRWN: L. Asadoorian
APPROVED: L.A.

SHEET 1 OF 1

B-7808



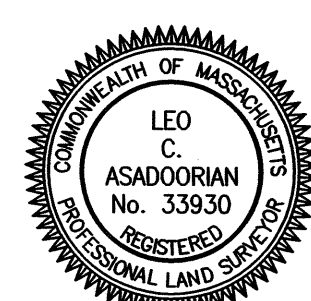
THE PLANNING BOARD DETERMINES THAT:

(b) LOT(S) 82-95 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.

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

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.

Leo C. Asadoorian 6/6/16
PROFESSIONAL LAND SURVEYOR DATE



BLACKWELL and ASSOCIATES, Inc.
Professional Land Surveyors
20 TEASDALE CIRCLE
NANTUCKET, MASS. 02554
(508) 228-9026
www.blackwellsurvey.com



Town Administration Fiscal Year 2025 General Fund Budget Recommendations

*As of December 13, 2023
Select Board Meeting*

Select Board and Administration Goals and Priorities for FY 2025

- Balanced budget – within projected revenue
- Strategic Plan
 - Housing, Housing, Housing
 - Environmental Leadership
 - Efficient Town Operations
 - Transportation
 - Healthy and Vibrant Community
- Capital and operational investment in infrastructure/facilities
 - Facilities Maintenance Plan
 - Central Fleet Management Plan
 - 10-year Capital Improvement Plan
- Sustainability
 - Stormwater
 - Coastal Resiliency
 - Water Quality
- Staffing
 - Employee retention, employee housing options

Strategic Plan Implementation Addressed with Budget Recommendations

Strategic Plan

- Housing
 - Increase opportunities to house Town employees and Islanders
- Environmental Leadership
 - Sustainability
 - Coastal Resiliency/Hazard Mitigation
 - Stormwater
 - PFAS
 - Solid Waste
- Efficient Town Operations
 - Support efficient operations through centralized and up-to-date facilities
 - Continued investment in technology, especially cyber security
 - Continue to ensure Town staff total compensation is competitive; employee retention strategies
 - Investment in infrastructure maintenance
 - Central Fleet management
- Transportation
 - Continued evaluation of demand management parking (paid parking)
 - Parking enforcement
 - “E-bike” regulations
- Healthy and Vibrant Community
 - Promote equity across Town operations
 - Community Human Services needs assessment
 - Town Human Services operational assessment

Additional Priorities

- New Our Island Home project planning
- Parks Master Plan activities
- Baxter Road alternative access project
- DPW facility relocation
- Surfside Area Water Main Extension and Transportation Improvements
- Capital planning and project management
- Public Safety: staffing, training, equipment maintenance, call firefighter program
- Somerset Sewer extension
- Management of Town-controlled housing (owned and rented)

Efforts to Enhance Recruitment and Retention of Town Employees

- Increase training and professional development opportunities; cross-train staff where appropriate
- Succession planning
- Continue to evaluate employee benefits and compensation
- Review potential options for Town employee housing
- Review and refine remote working options

FY 2025 General Fund Budget Overview

- Revenue – Total Projected Revenue of \$152,389,045
Net of Property Tax Abatements
- Expenses – Total Projected Expenses of \$152,252,602
- Unused Levy Capacity - Projected \$136,443

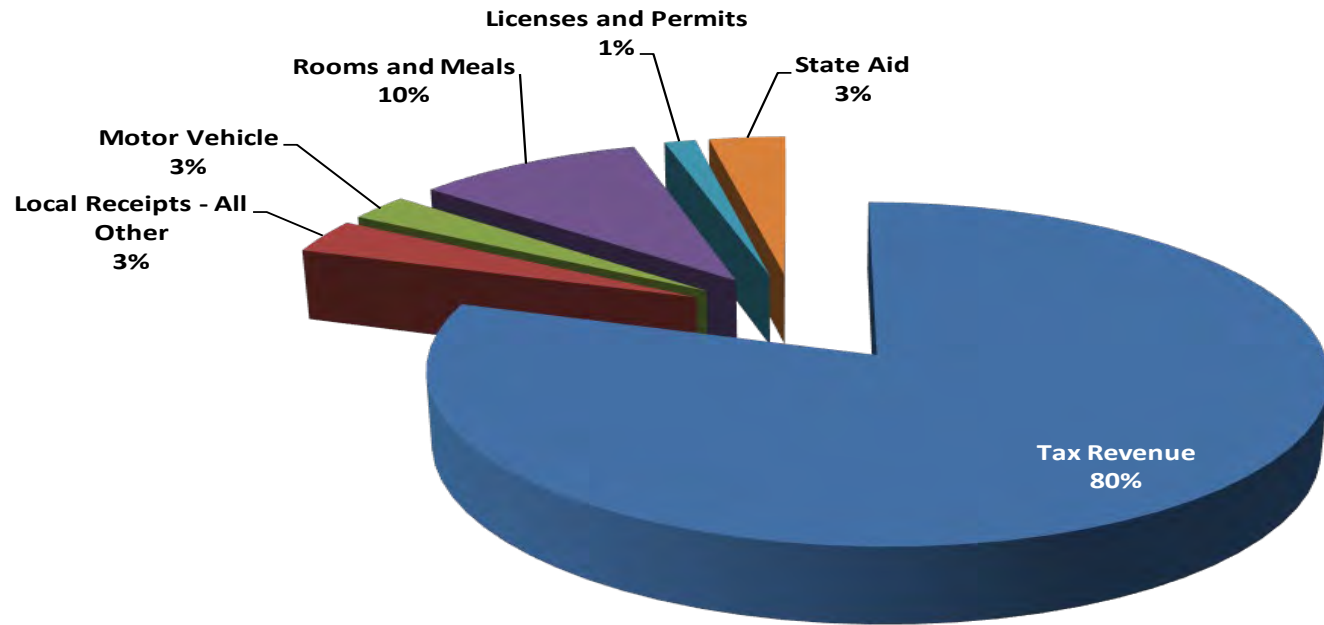
FY 2025 General Fund Budget Summary Comparison

REVENUES	FY 2024	FY 2025	\$ Change	% Change
Property Tax	118,349,584	121,014,187	2,664,604	2.25%
Local Receipts (All other)	2,905,300	5,048,365	2,143,065	73.76%
Motor Vehicle Excise	3,100,000	3,900,000	800,000	25.81%
Rooms and Meals Tax	13,000,000	14,500,000	1,500,000	11.54%
Licenses and Permits	1,350,000	1,975,000	625,000	46.30%
State Aid (1)	4,385,979	4,822,149	436,170	9.94%
Free Cash	1,571,663	817,900	(753,763)	-47.96%
Other Available Funds	175,000	175,000	-	0.00%
TOTAL REVENUES	144,837,526	152,252,601	7,415,076	5.12%
EXPENDITURES				
Municipal Departments	36,498,320	39,842,154	3,343,834	9.16%
School Department	37,126,987	40,778,395	3,651,408	9.83%
Non-Departmental	41,683,792	42,153,085	469,293	1.13%
Special Appropriations	29,528,427	29,478,968	(49,459)	-0.17%
TOTAL EXPENDITURES	144,837,526	152,252,602	7,415,075	5.12%

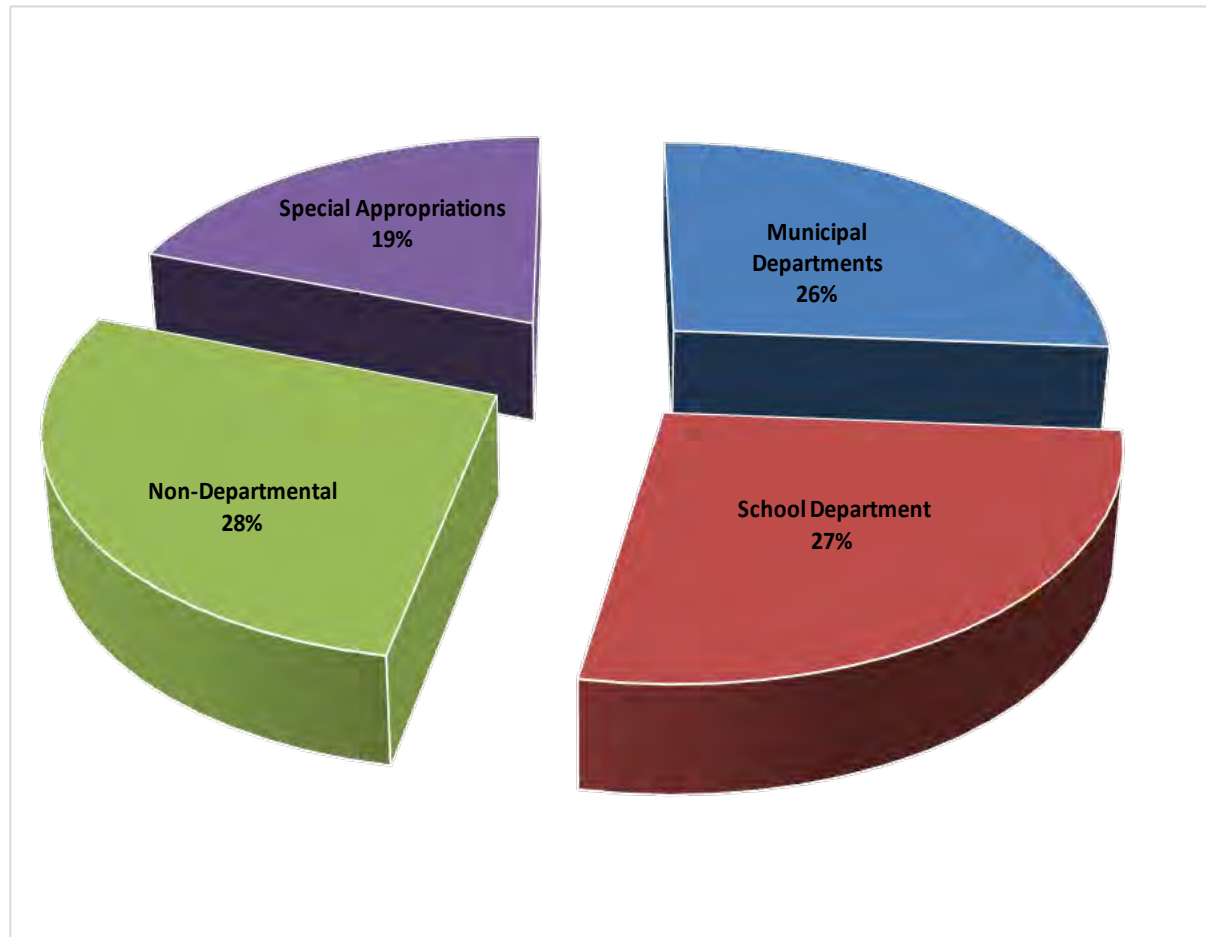
- See Appendix A for detailed breakdown

(1) FY 2025 State Aid represents level funding from FY 2024 approved figure

FY 2025 General Fund Projected Revenue



FY 2025 General Fund Projected Expenses



FY 2025 General Fund Budget Expense Categories

Category	FY 2025 Town Manager Recommendation	Notes
Town Operational Expenses	\$10,968,247	
Town Operational EIRs ⁽¹⁾	\$1,079,266	<i>Included in Town expenses</i>
Town Salaries	\$28,687,913	<i>Final contract in negotiation; c/b allowance</i>
Town Personnel EIRs	\$931,929	<i>Included in Town salaries</i>
School Operational Expenses	\$6,832,525	
School Operational EIRs	\$400,000	<i>Included in School expenses</i>
School Salaries	\$33,345,870	<i>Contract in negotiation; c/b allowance</i>

(1) EIR = Expense Increase Request

FY 2025 General Fund Budget

Fixed Costs

Category	FY 2025 Town Manager Recommendation	% Change over FY 2024 Budget Recommendation
Health Insurance		
Active	\$13,476,483	10% increase
Retiree	\$4,492,161	10% increase
General Insurance	\$4,693,275	14.7% increase
Debt Service	\$12,447,065	<i>per established schedule</i>
Retirement	\$7,044,101	8.5% increase
Enterprise Fund Subsidies*	\$23,405,718	2.5% Increase

* See Appendix A for detailed breakdown

FY 2025 General Fund – Special Appropriations

Category	FY 2025 Town Manager Recommendation	% Change over FY 2024 Budget Recommendation
Mosquito Control	\$185,994	2.5% increase
Health and Human Services	\$825,000	No change
County Assessment	\$183,552	2.5% increase
Reserve Fund	\$500,000	No change
Unpaid Bills	\$0	100% decrease
Other Post-Employment Benefits (OPEB)	\$500,000	No change
Affordable Housing Trust Fund	\$1,013,044	No change
Overlay and Other Deficits	\$0	No change
Cherry Sheet Charges	\$1,461,707	No change
Community School	\$600,000	No change
Min Cap Funding Req	\$1,589,947	n/a - 1% of prior year revenue
TOTAL EXPENSES	\$152,252,602	

FY 2025 Town Expense Increase Requests

(included in recommended budget, excluding School)

- \$2,799,995 Submitted Requests
 - One-time \$579,900
 - On-going \$2,220,095
- \$2,341,195 Recommended
 - One-time \$417,900
 - On-going \$1,923,295
- To be funded through available tax levy, free cash, potential revenue increases

FY 2025 Recommended Town Personnel Expense Increase Requests

Department	Description of Expense Request	One-time or Ongoing	Approved EIRs *
Personnel Expense Increase Requests (EIRs)			
HR	Position reclassifications	One-time	50,000
Fire	4 additional firefighters	Ongoing	449,027
Fire	Overtime increase	Ongoing	100,000
IT	Deputy IT Director	Ongoing	158,511
PLUS	Administrative Specialist	Ongoing	94,025
Public Works	Laborer	Ongoing	98,374
Public Works	Senior Equipment Operator	Ongoing	101,723
Public Works	Maintenance Technician	Ongoing	105,134
Public Works	Central Fleet Maintenance Technician	Ongoing	105,134
<i>Town Admin/Real Estate</i>			
Office	Paralegal*	Ongoing	-
Town Admin	Town Committee Coordinator*	Ongoing	-
Total Personnel Expense Increase Requests			\$ 1,261,929

* Not included in recommendations, currently under discussion

FY 2025 Recommended Town Operating Expense Increase Requests

Department	Description of Expense Request	One-time or Ongoing	Approved EIRs
One-Time Operating Expense Increase Requests (EIRs)			
Communications	Community Survey	One-time	24,000
HHS/NR	Education and Compliance Specialist - Consultant	One-time	50,000
Town Admin	EV Replacement Vehicle	One-time	45,000
Town Admin	Grant Application Support	One-time	100,000
Town Admin	Project Management Software & Support	One-time	175,000
Town Clerk	Increase to Election Workers	One-time	12,400
Town Clerk	Increase to Postage	One-time	4,500
Town Clerk	Increase for Presidential Election (poll pads, ballot box, etc)	One-time	7,000
Communications	GLOBO Translation/Interpretation Services	Ongoing	20,000
Total One-Time Operating Expense Increase Requests			\$ 417,900

FY 2025 Recommended Town Operating Expense Increase Requests

Department	Description of Expense Request	One-time or Ongoing	Approved EIRs
Ongoing Operating Expense Increase Requests (EIRs)			
DEI	Guest Speaker Series	Ongoing	4,000
DEI	Professional Development	Ongoing	4,000
DEI	Community Outreach	Ongoing	3,000
Fire	Increase Training	Ongoing	20,000
Fire	Increase Safety Uniforms	Ongoing	12,000
Fire	Increase Safety Protective Clothing	Ongoing	20,000
Fire	Increase Books/subscriptions	Ongoing	6,000
HHS	VNA, needle disposal, and weights and measures costs	Ongoing	10,000
HR	NeoGov services	Ongoing	22,678
HR	Interim market adjustment review	Ongoing	10,000
IT	Software licensing, hardware support and technology services	Ongoing	34,388
Public Buildings	Increase Electricity	Ongoing	50,000
Public Buildings	Increase Propane	Ongoing	20,000
Public Buildings	Increase Water	Ongoing	8,000
Public Buildings	Increase Repair & Maintenance: Building	Ongoing	10,000
Public Buildings	Increase Professional Services on-call engineering services contract	Ongoing	100,000
Public Buildings	Increase Custodial	Ongoing	50,000
Public Buildings	Increase Telephone	Ongoing	20,000
Public Works	Increase Rentals/Leases	Ongoing	7,000
Public Works	Increase Property: Trees	Ongoing	40,000
Public Works	Increase Other: Licenses	Ongoing	19,300
Public Works	Increase Safety: Uniforms	Ongoing	6,000
Public Works	Increase Safety: Protective Clothing	Ongoing	5,000
Public Works	Increase Road Materials	Ongoing	85,000
Street Lighting	Increase Electricity	Ongoing	35,000
Town Admin	Increase to Strategic Plan funding	Ongoing	50,000
Town Admin	Equipment	Ongoing	10,000
Total Ongoing Operating Expense Increase Requests			\$ 661,366
Total Town Operating Expense Increase Requests			\$ 1,079,266
Total Town Personnel & Operating Expense Increase Requests			\$ 2,341,195

FY 2025 Town Expense Increase Requests

Funding Source Detail

Funding Source	Amount
Tax Levy & Other General Revenues	\$1,923,295
Free Cash	\$417,900
Capital Exclusion	\$0
Special Revenue Funds	\$0
Borrowing	\$0
Total - All Funding Sources	\$2,341,195

Preliminary Free Cash Recommendation (Subject to Change)

General Fund Certified Free Cash*	\$22,066,661
Fund Town Expense Increase Requests (one-time)	\$417,900
Supplemental Funding STM – Town Housing	\$3,200,000
Fund School Expense Increase Requests (one-time)	\$400,000
Fund Town and School Capital Requests	\$12,577,942
Unpaid Bills	\$0
Stabilization Fund	\$1,000,000
Capital Stabilization Fund	\$1,000,000
Other Post Employment Stabilization Fund	\$750,000
OPEB Trust Fund Contribution	\$500,000
Unallocated Free Cash	\$2,220,819

* Pursuant to Town policy and best management practices, Free Cash is used for non-recurring items such as capital projects or other one-time expenses

FY 2025 Outstanding Items and Current Unknowns

- State Aid Impact
- Citizen Warrant Articles Potential Cost Impact
- Short-term Rentals
- Supply Chain and Labor Issues
- Implementation of Coastal Resilience Plan and Budget Implication
- Solid Waste Transition
- Retirement Assessment
- ~~Harbor Place Project~~

Future Potential Costs

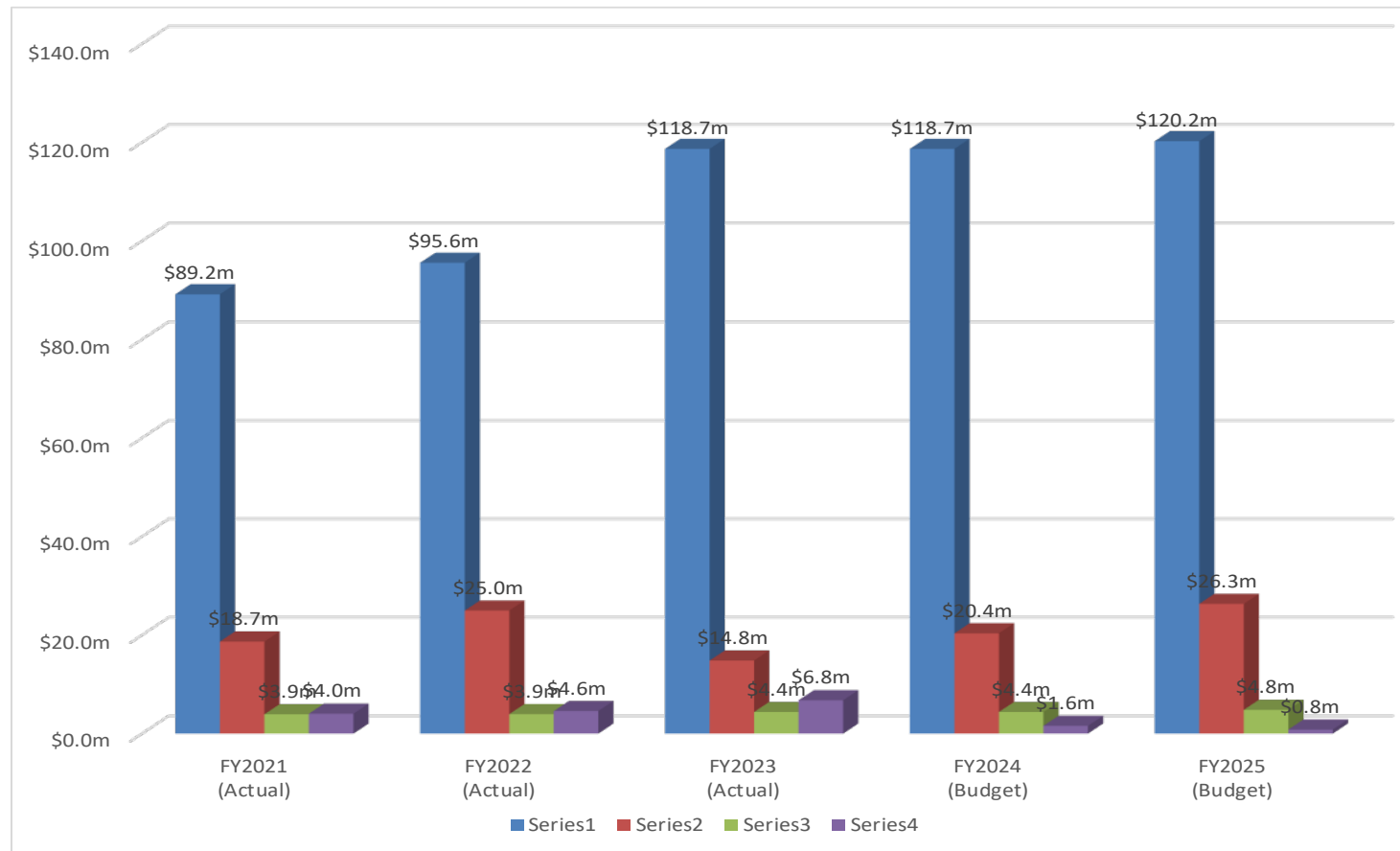
- Integration and implementation of plans, including:
 - Strategic Plan
 - Coastal Resilience Plan
 - Master Plan
 - Parks Master Plan
 - Capital Improvement Plan
 - Hazard Mitigation Plan
 - Harbors Plan
 - Open Space and Recreation Plan
- Employee recruitment/retention, evolving workforce and housing
- Affordable housing
- Cybersecurity measures
- Update of 5-year General Fund Forecast
- Solid Waste
 - Current contract expires in 2025
- NRTA
 - Service modifications/free service
- PFAS
- Baxter Road alternative access
- Operational costs of expanded/new facilities

Next Steps

- January 9: Town Administration FY 2025 Budget presentation to School Committee
- January 10: Select Board public hearing; endorsement of recommended FY 2025 General Fund Budget
- Mid-January – mid-March: Finance Committee review of General Fund and Enterprise Fund budgets; other financial appropriations
- Tuesday, May 7: Annual Town Meeting (2024)
- Tuesday, May 21: Annual Town Election (2024)

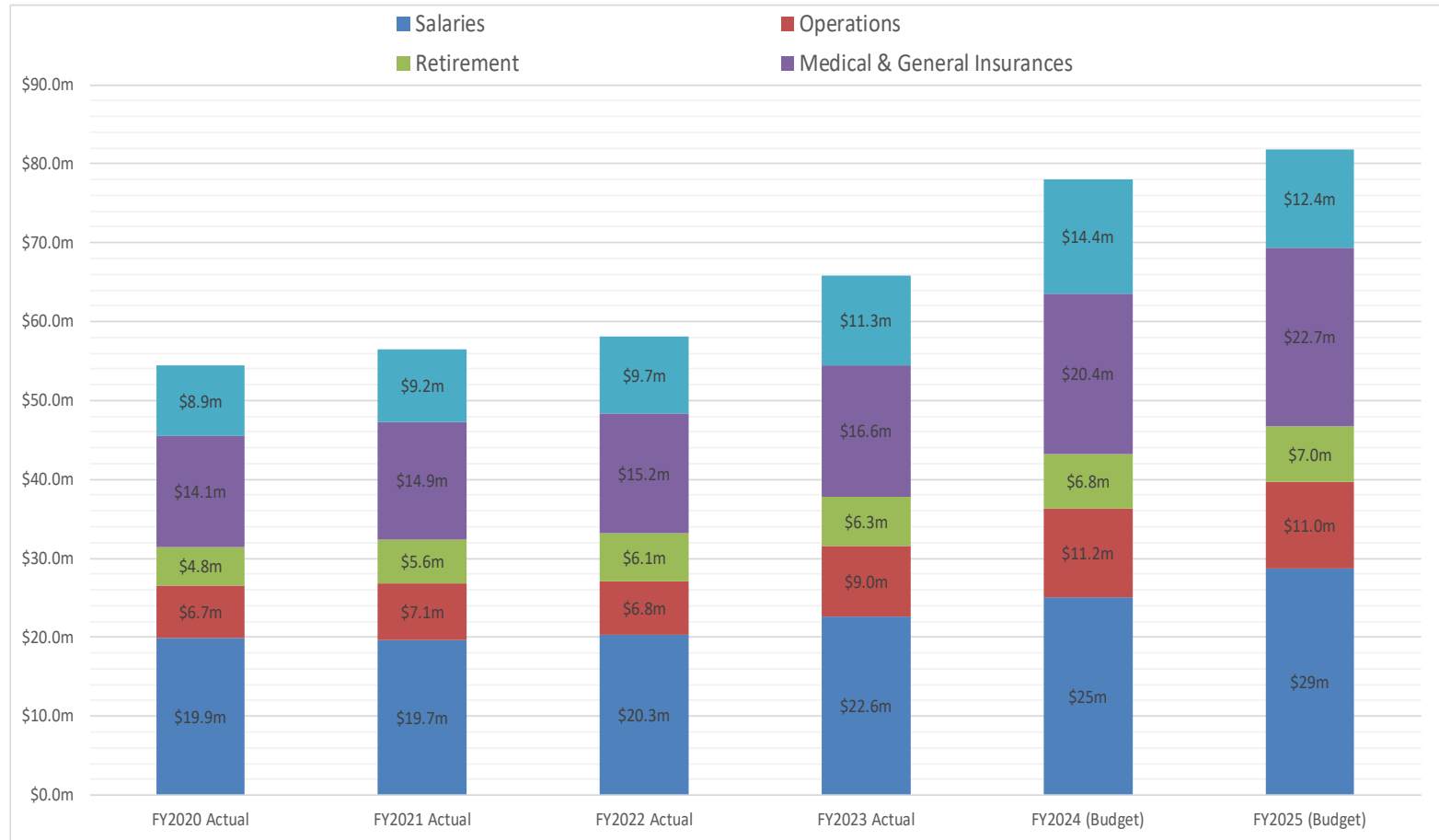
General Fund Revenue Breakdown

FY 2021 – FY 2025



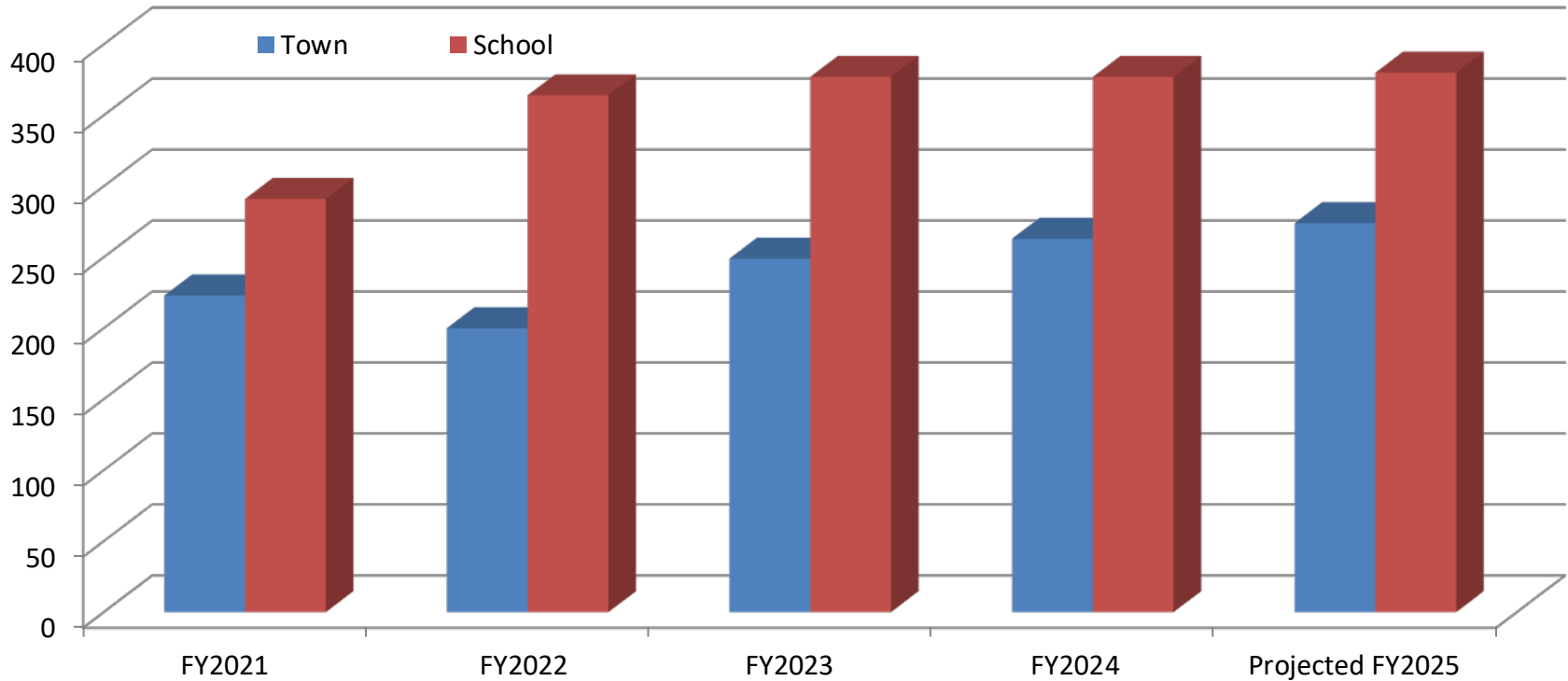
Town Expense Breakdown

FY 2021 – FY 2025



General Fund Personnel History

FY 2021 – FY 2025



* Full Time Equivalent Calculation = 33-40 Hrs 1.0; 20-32 Hrs 0.50; Seasonal = 0.25

**For comparative purposes, Town Personnel History does not include Our Island Home

*** Education Personnel History includes Community School Employees

FY 2025 General Fund Budget Breakdown – Revenues

	Budget FY 2024	Budget FY 2025	\$ Change	% Change
<u>Tax Revenue Limitations</u>				
Levy Limit from Prior Year	\$ 92,860,276	\$ 107,431,783	\$ 14,571,507	15.7%
Add: 2 1/2 % increase	2,321,507	2,685,795	364,288	15.7%
Add: Prop 2.5% operating override	-	-	-	na
Add: new growth <i>estimate</i>	1,250,000	1,250,000	-	-
Add: operating override	10,250,000	-	(10,250,000)	(100.0%)
Levy Limit for Current Year	106,681,783	111,367,577	\$ 4,685,795	4.4%
Add: Debt Exclusion	11,432,308	9,983,054	(1,449,254)	
Add: Capital Exclusion	970,000		(970,000)	
Maximum Allowable Levy for Current Year	\$ 119,084,091	\$ 121,350,631	\$ 2,266,541	1.9%
OVERLAY	(400,000)	(200,000)	200,000	(50.0%)
Net Available:	\$ 118,684,091	\$ 121,150,631	\$ 2,466,541	2.1%
State Aid	\$ 4,385,979	\$ 4,822,149	\$ 436,170	9.9%
Local Receipts:				
Motor Vehicle Excise	3,100,000	3,900,000	800,000	25.8%
Rooms and Meals Tax	13,000,000	14,500,000	1,500,000	11.5%
Licenses and Permits	1,350,000	1,975,000	625,000	46.3%
Local Receipts - All Other	2,905,300	5,048,365	2,143,065	73.8%
Total Local Receipts	20,355,300	25,423,365	5,068,065	24.9%
Total Revenue	\$ 143,425,370	\$ 151,396,145	\$ 7,970,776	5.6%
Other Sources	175,000	175,000	-	-
Free Cash Used	1,571,663	817,900	(753,763)	(48.0%)
Excess Overlay	-	-		
Total Revenue and Other Sources	\$ 145,172,033	\$ 152,389,045	\$ 7,217,013	5.0%
Total Expenses and Other Uses	\$ 144,837,526	\$ 152,252,602	\$ 7,415,075	5.1%
	334,507	136,443		

FY 2025 General Fund Budget Breakdown – Expenses

	Budget FY 2024	Budget FY 2025	\$ Change	% Change
General Fund Operating Budget Items:				
Salaries - Town (includes allowance for collective bargaining)	\$ 24,310,515	\$ 27,715,984	\$ 3,405,469	14.0%
<i>Town Expense increase Requests- Salaries</i>	\$ 769,238	\$ 971,929	202,691	26.3%
Salaries - School (includes allowance for collective bargaining)	\$ 28,638,460	\$ 33,345,870	4,707,410	16.4%
<i>School Expense increase Requests- Salaries</i>	\$ 1,658,142	\$ -	(1,658,142)	(100.0%)
Transfers to community school	\$ 600,000	\$ 600,000	-	-
Subtotal Salaries	\$ 55,976,355	\$ 62,633,783	\$ 6,657,428	11.9%
Operating Expenses, Town:	\$ 8,000,714	\$ 9,868,981	1,868,267	23.4%
<i>+Town Expense Increase Requests-Operating</i>	\$ 3,236,395	\$ 1,099,266	(2,137,129)	(66.0%)
Operating Override - 2011 Mosquito Control	\$ 181,458	\$ 185,994	4,536	2.5%
Operating Expenses, School	\$ 5,588,527	\$ 6,432,525	843,998	15.1%
<i>+School Expense Increase Requests-Operating</i>	\$ 641,858	\$ 400,000	(241,858)	(37.7%)
Subtotal Expense	\$ 17,648,952	\$ 17,986,766	\$ 337,814	1.9%
Group Medical Insurance- Active Employees	\$ 12,251,348	\$ 13,476,483	1,225,135	10.0%
Group Medical Insurance- Retired Employees	\$ 4,083,783	\$ 4,492,161	408,378	10.0%
General Insurance (all other insurance)	\$ 4,091,932	\$ 4,693,275	601,343	14.7%
Subtotal Insurance	\$ 20,427,063	\$ 22,661,919	\$ 2,234,856	10.9%
Debt Service	\$ 14,422,131	\$ 12,447,065	\$ (1,975,066)	(13.7%)
Retirement	\$ 6,834,598	\$ 7,044,101	\$ 209,503	3.1%
Total General Fund Operating Budget Items	\$ 115,309,099	\$ 122,773,634	\$ 7,464,535	6.5%
Other Articles				
Unpaid Bills	\$ 12,163	\$ -	(12,163)	(100.0%)
Special Purpose Stabilization Fund for Town Employee Accrued Liabilities	\$ -	\$ -	-	na
Reserve Fund	\$ 500,000	\$ 500,000	-	-
Health and Human Services	\$ 650,000	\$ 650,000	-	-
Special Purpose Stabilization for Substance Abuse	\$ 175,000	\$ 175,000	-	-
County Assessment	\$ 179,075	\$ 183,552	4,477	2.5%
Other Post Employment Benefits (OPEB / GASB45)	\$ 500,000	\$ 500,000	-	-
Capital Project Stabilization Fund	\$ -	\$ -	-	na
Stabilization fund	\$ -	\$ -	-	na
Affordable Housing Trust Fund	\$ 1,013,044	\$ 1,013,044	0	0.0%
Capital			-	na
General Fund budgeted from revenue (Town Bylaw 11-12.1)			-	na
Town Capital (Non-Recurring)	\$ 1,200,592	\$ 1,589,947	389,355	32.4%
Enterprise Fund Transfers				
Transfer to Enterprise Fund (Our Island Home - Beginning FY2011)	\$ 5,253,125	\$ 5,384,453	131,328	2.5%
Add: Additional Subsidy from Free Cash (Our Island Home)			-	na
Transfer to Enterprise Fund (SWEF Operating Overrides 1999/2006)	\$ 3,935,081	\$ 4,033,458	98,377	2.5%
Add: Additional General Fund Subsidy to SWEF 2012-Forward	\$ 2,897,129	\$ 2,969,557	72,428	2.5%
Add: SWEF override	\$ 5,000,000	\$ 3,843,750	(1,156,250)	(23.1%)
Transfer to Enterprise Fund (Stormwater)	\$ 500,000	\$ 512,000	12,000	2.4%
Transfer to Affordable Housing Trust Fund	\$ 6,500,000	\$ 6,662,500	162,500	2.5%
Total Other Article Appropriations	\$ 28,315,208	\$ 28,017,261	\$ (297,947)	(1.1%)
Other Statutory Expenditures				
Overlay and other deficits	-	\$ -	-	na
Cherry Sheet Offsets and Charges	1,213,219	\$ 1,461,707	248,488	20.5%
Total Appropriations and Other Statutory Expenditures	\$ 144,837,526	\$ 152,252,602	\$ 7,415,075	5.1%

Historical Information

Stabilization and Trust Funds

	2019	2020	2021	2022	2023
General Stabilization	5,411,964	5,541,745	5,770,018	5,761,339	7,664,198
Capital Stabilization	1,250,000	1,250,000	1,302,038	1,299,800	2,676,448
OPEB Trust Fund	3,130,312	3,681,241	4,248,650	4,885,113	6,438,196

Certified Free Cash

	2019	2020	2021	2022	2023
Certified Free Cash	\$10,334,761	\$9,655,001	\$19,281,934	\$20,533,360	\$22,066,661

Historical Information

Our Island Home						
Our Island Home	FY 2020 (2)	FY 2021 (3)	FY 2022 (4)	FY 2023 (5)	FY 2024 (5)	FY 2025 (5)
General Fund Subsidy	2,687,245	3,500,000	5,000,000	5,125,000	5,253,125	5,384,453
Certified Retained Earnings	1,619,047	2,046,379	6,188,036	5,882,535	9,511,246	
CPE Payment	-	2,822,647	-	1,523,766		

Solid Waste Enterprise						
Solid Waste Enterprise Fund	FY 2020	FY 2021	FY 2022	FY 2023	FY 2024 (6)	FY 2025 (6)
Landfill Operations	6,189,664	6,343,105	6,502,995	8,046,306	10,582,210	10,846,765
Landfill Mining	-	-	-			
End of year Budget Transfer			500,000			
Reserve Transfer			500,000			
Section 33B Transfer			800,188			
Certified Retained Earnings	1,453,694	932,731	722,202	843,565	1,092,449	

(2) In FY2020 the Town didn't receive CPE payment

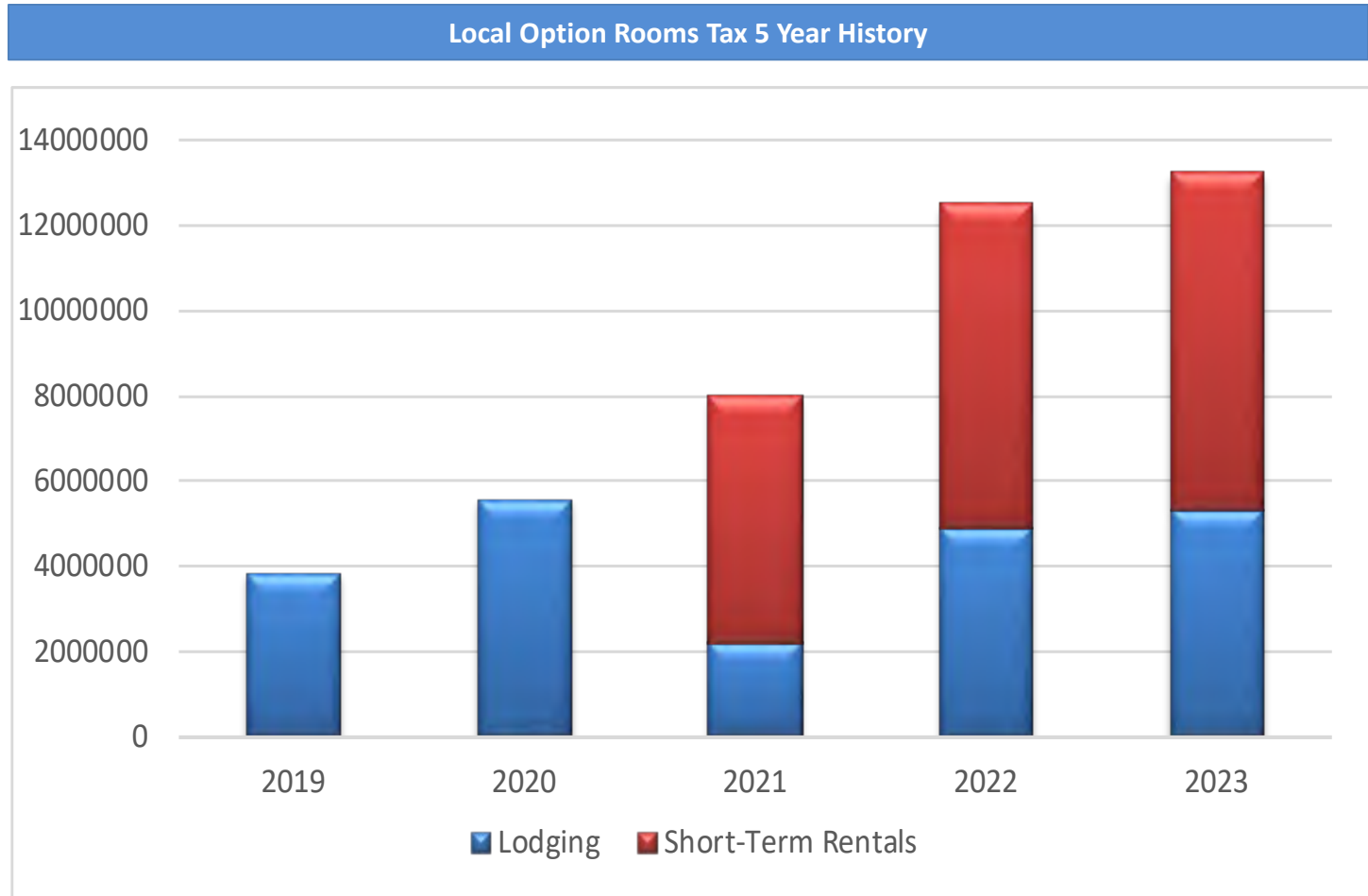
(3) Two years of CPE were received in FY2021

(4) In FY2022 the Town didn't receive CPE payment

(5) Voter Approved Override

(6) Includes Voter Approved Override

Historical Information



Fiscal Year 2025

Town Manager's Budget Message

(July 1, 2024 – June 30, 2025)

Town of Nantucket, Massachusetts
16 Broad Street
Nantucket, MA 02554
<https://www.nantucket-ma.gov/>



Photo credit: Maureen DiLuca

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APPENDICES

- A. Enterprise Funds Subsidies and Retained Earnings
 - a. Our Island Home
 - b. Solid Waste
- B. FY 2024 Cherry Sheet
- C. Strategic Plan Summary (Adopted October 24, 2018, updated September 11, 2019, and pending October 2023)
- D. Moody's Credit Rating Opinion
- E. Unused Levy Capacity and Free Cash
- F. Stabilization and Reserve Funds
- G. Town of Nantucket Financial Reserves Policy
- H. Capital Improvement Plan
- I. New Growth and Local Receipts History
- J. Other Post-Employment Benefits (OPEB) Trust Fund
- K. Price Waterhouse Cooper Article/Medical Cost Trends 2024
- L. Articles
 - a. Nantucket Real Estate Market Insights by Fisher Real Estate
 - b. State of the Economy
- M. FY 2025 General Fund Revenue Breakdown
- N. General Fund Debt Service Schedule
- O. FY 2025 General Fund Expenditure Breakdown
- P. FY 2025 Approved Expense Increase Requests
- Q. List of Collective Bargaining Agreements
- R. FY 2025 Expense Increase Requests
- S. Coastal Resiliency Completed Projects



TOWN OF NANTUCKET
Office of Town Manager
16 Broad Street
Nantucket, Massachusetts 02554
508-228-7200

C. Elizabeth Gibson, Town Manager

December 13, 2023

Chair Holdgate and Members of the Select Board:

Enclosed please find the Town Manager's Proposed General Fund Budget for Fiscal Year 2025 (July 1, 2024 - June 30, 2025) in accordance with the requirements of the Town Charter (Article IV, section 4.2(3)). The proposed budget would increase by 6.5% over the FY 2024 budget.

The proposed FY 2025 General Fund operating budget of \$122,733,634 represents an increase of \$7,464,535, of which the Town operating budget is proposed to increase \$2,994,111, Nantucket Public Schools \$2,851,408 and all other operating items including debt service, insurance, and retirement of \$1,619,019. Increasing the School budget will continue the strong commitment and investment in public education and address emerging issues and regulatory requirements.

Overall, General Fund revenue is projected to be \$152,389,045 and total General Fund expenses \$152,252,602. This leaves unused levy capacity at \$136,543. Unused levy capacity is the real and personal property taxes that the town does not raise in the tax rate in a given fiscal year. The unused projection for FY 25 leaves very little margin for flexibility.

Each year, Free Cash is certified as of June 30 for appropriation as of July 1. The June 30, 2023 certification is \$22,066,661. Free Cash, in accordance with the Town's financial policy as adopted by the Select Board, is to be used for one-time operating expenses, capital, or to add funds to the stabilization accounts.

Like all Massachusetts municipalities, Nantucket is dependent on Property Taxes as a source of funding for Town operations, with 80.0% of its revenues coming from this source. Other sources include Rooms and Meals Tax (10%) State Aid (3.0%), Other Local Revenues (such as licenses and permits) (7.0%).

The financial health of a municipality is partly reflected in its credit rating for borrowing funds. Since 2018, Nantucket has earned a Aaa credit rating, the highest possible, by Moody's Investors Service. The proposed budget maintains the sound fiscal practices that earned this rating.

Major expense categories of the budget include debt service for voter-approved projects, pension, health insurance and compensation. Health insurance is expected to increase by 10% over FY 2024, while the Town will see a decrease in debt service of approximately \$2,000,000 due to debt

retirement.

With the increase in value of the stock market and the Town's continued commitment to funding long-term liabilities, the funded status of Nantucket's portion of the Barnstable County Retirement System and Other Post-Employment Benefits (OPEB) Trust fund has improved.

Town of Nantucket status within Barnstable County Retirement System

As of the January 1, 2022 Actuarial Valuation, the Town of Nantucket has a Net Pension Liability of \$56,934,193. This represents 10.35% of the total pension liability of the Barnstable County Regional Retirement System. The pension system is still on track to be fully funded by 2038.

Town of Nantucket Other Post-Employment Benefits (OPEB) Liability

As of the June 30, 2023 Actuarial Valuation, Nantucket has a net OPEB liability of \$125,584,139. Nantucket continues to appropriate money annually to the OPEB Trust Fund in accordance with the policy adopted by the Select Board. Once the pension system is fully funded, the annual pension appropriation will be directed into the OPEB Trust Fund.

Total Budget Plan

The total General Fund budget includes funding for all Town programs and services apart from those Enterprise Fund operations supported all or in part by user fees, including Nantucket Memorial Airport, Sewer Department, Solid Waste, Our Island Home and the Nantucket Water Department.

Town Government Budget

As part of the budget process, the Town has identified the following priorities that help shape the formation of the FY 2025 Town Government budget:

- Securing Town employee and community workforce housing
- Ensuring competitive wage and benefits for employees
- Providing an increased level of funding for essential services such as public works, facilities, and coastal resiliency
- Enhancing government services by increasing staff to meet the needs of the community both seasonally and year-round

Conclusion

The FY 2025 General Fund budget continues Nantucket's proud tradition of being financially sound while providing funds for important programs and services. I would like to thank the Department Heads and their staff members who worked with us throughout this budget process.

Sincerely,

C. Elizabeth Gibson
Town Manager

II. Introduction

The FY 25 budget has been constructed with caution, realism, recognition of impending challenges, and an eye toward ensuring continuity of municipal services. Our major initiatives, and their funding, link back to the Select Board Strategic Plan. The initiatives and resources included in this budget form a significant part of our service commitment to the residents of Nantucket.

Creating affordable, attainable, safe, and stable housing for both residents and Town employees remains the Select Board's overarching mission and Town Administration's main focus. The housing crisis continues to impact the Town's ability to deliver services. We have numerous Town employees without stable housing, and it continues to be a serious impediment to recruitment. Stable housing is generally positively correlated with a stable workforce, and we have a lot of work to do on both.

The Town remains greatly impacted by workforce challenges with numerous vacancies in Town Departments and a high "quit-rate" of staff. We continue to struggle to attract talent and our vacancy rate of 15% remains stubbornly high. We are hopeful newly negotiated union contracts and a Classification and Compensation Study for the non-union employees will help improve recruitment and retention. We continue to request your patience as the Town adjusts to this challenging environment.

Equally significant are the global economic challenges which dictate a cautious approach to budget development. A hawkish Federal Reserve Bank is committed to reducing inflation. Its fight to manage the delicate balance of containing inflation without tipping the economy into recession continues. While stock markets have emerged from bear market territory, a soft landing for the economy is not a certainty. However, what is certain is that inflation has eroded discretionary income which could impact future Town tax receipts. Therefore, we remain realistic and cautious that declining discretionary income due to recession and inflation could lead to reduced economic activity on the island in the coming year. Locally we see mixed indicators, where despite higher interest rates, the Island's real estate market and associated activities (building permits, sewer permits) remain robust. Registry of Deeds receipts are on par with the prior year. Room occupancy tax revenue for the first quarter of FY 2024 has exceeded the amount collected last year, however, we are not confident that is a reliable indicator of future revenues. We remain cautious about becoming reliant on the room occupancy tax as a predictable source of revenue.

Finally, we strive to commit our attention and resources to projects prioritized by the Select Board. Work on new ideas, initiatives, concepts or citizen requests occurs only when resources become available. While the tasks we have ahead of us are substantial, we know that we are stronger as a group. We all must accept that others may have differing points of view, but it is only *together* that we will be able to accomplish all that is in this budget.

Below we highlight some of the major challenges facing the Town in the upcoming budget period.

Challenges

Strategic Plan Initiatives

The Select Board held its annual Strategic Plan review and refresh retreat on October 24, 2023. During this retreat, Town Administration presented an update of accomplishments in each of the five strategic planning Focus Areas, as well as highlighting three projects to demonstrate the complexities and challenges of completing Strategic Plan initiatives. These projects included housing and property management for Town employees, the Surfside area roads project, and the search for a new police chief. Each of these projects highlighted the Town's ability and capacity to address both planned for and unforeseen challenges and demonstrated the need for realistic implementation expectations when adding new items to the Strategic Plan.

The most significant hurdle remains stable, affordable housing to recruit and retain staffing levels needed to accomplish strategic and operational goals. Unstable housing leads to employee turnover which reduces productivity and increases costs. The Board acknowledges the impact this staffing crisis has on Town operations and supports the Town's efforts to purchase and create housing opportunities for Town employees but understands the limitations of these efforts. Adequate and affordable housing remains fundamental to ongoing operation of the Town, with \$67 million appropriated since FY19 to help accomplish these initiatives. Additionally, in 2023 voters approved \$6.5 million annually to fund critical year-round housing initiatives.

At its October 2023 retreat, the Board thoughtfully reviewed each of the five Focus Areas in the Strategic Plan, and their corresponding aspirational statements and decided to replace "Quality of Life" with "Healthy and Vibrant Community" to better identify the intent of the Focus Area and broaden the scope to achieve this goal for Nantucket's residents, businesses, and visitors. The five Focus Areas are Housing, Transportation, Environmental Leadership, Efficient and Effective Town Operations, and Healthy and Vibrant Community. The updated plan (Summary found in Appendix C) contains several initiatives that continue to require funding. The updated plan is also available on the Town website.

Major Projects

Nantucket has many large, complex municipal projects that are currently either in progress, in development, or planned for the next few years. These projects vary widely from transportation upgrades to new facilities to complex and costly resiliency enhancements. Execution of major projects on Nantucket continues to be a challenge due to lack of personnel to manage multiple projects, remote location, public procurement, escalating costs, and competing priorities. Through the Town's robust capital improvement plan (CIP) process, the Finance Department and the Capital Program Committee have a well-defined roadmap of major projects to be completed over the next decade.

However, the Town faces financial and execution "collisions" relative to project funding and management:

- A financial collision where large sums of money will be required to be borrowed to construct, maintain, and improve island-wide assets, and

- An execution collision where many large and complex projects simultaneously compete for limited non-financial resources, such as staff capacity, scarce building materials, permitting and currently unknown, but emerging critical capital projects such as coastal resiliency and PFAS.

These two collisions create risks with the financing, execution, and implementation of the CIP over the next 10 years. The current CIP projects a funding requirement of more than \$800,000,000 over the next 10 years, with more than two dozen major capital projects in the CIP over the next decade.

The financial collision results from previously authorized projects, projects in the forward-looking CIP, and an increasing number of debt exclusions. The Town has approximately \$64,000,000 in approved authorizations for projects in addition to the \$800,000,000 of additional projects in the CIP. These prior and proposed authorizations could put the Town's Aaa rating at risk, leading to higher borrowing costs if projects are not initiated and completed in a timely manner. A sample of the more than two dozen major capital projects in the plan over the next decade, include:

- Our Island Home (new facility)
- Town Employee Housing (to be constructed on Town property)
- Central Municipal Building (new facility)
- New DPW Campus at a new site (plus, potential repurposing costs for existing site)
- Baxter Road Alternative Access (most likely this cost will be offset by betterment assessments; however, the funds to construct will need an initial appropriation)
- Somerset Sewer Extension
- New Middle School
- Coastal Resiliency projects

The execution collision is a result of the Town's limited ability to execute and deliver the CIP. The Town is resource-constrained and has a backlog of funded projects. Constraints include:

- Budgeting and staffing of a Program Management Office to properly sequence competing projects
- Staff resources to deliver important project components such as project scope, timeline and milestones, technical and quality specifications
- Management oversight
- Competing priorities and ongoing supply chain challenges
- Unknown permitting timelines
- Local objection to a given project slowing its execution
- Unexpected, time-consuming emergent issues requiring some project re-prioritization

The scope and complexity of managing major projects is of substantial concern. Successful execution requires strong discipline and difficult choices and trade-offs will need to be made.

Our Island Home (OIH)

In recent years we have noted the financial challenges of operating the Town's municipally operated nursing home (the only municipally operated skilled nursing facility in Massachusetts).

While the financial challenges and staffing shortages persist, OIH has been able to maintain its staffing levels through expensive engagement with travel nursing agencies. The regulatory environment for skilled nursing facilities remains as challenging as ever and we have outsourced a very competent management team that is engaged in the day-to-day operation of the facility. As noted in previous budget messages, OIH does not generate enough revenue to fully fund its operations, however it has increased revenue significantly through efficient operations in FY23 and into FY24. Historically, there are a variety of reasons for revenue challenges, including the relatively small number of beds (licensed for 45), collective bargaining agreements, regulatory requirements, and maintenance and repair of an aging facility. Most significantly, Federal and State reimbursements do not cover the daily cost of care for a resident. Currently, for FY 2024, the budgeted OIH subsidy from the General Fund is \$5,125,000.

On a positive note, FY23 brought an increase in revenue to OIH of \$1,000,000 and the positive trajectory remains in place into FY24. Much of this is due to the recovery in the daily census. The average daily census has improved from 31 in FY22 to 40 in FY24. We are cautiously optimistic about the census moving into FY 25. There has also been a significant increase in the Medicaid rate for OIH due to some relief from the State as well as improvements in clinical documentation resulting in higher reimbursement. Another significant improvement was a 40% increase in the private pay census for FY23. We are optimistic the trend will continue.

The work on developing the new OIH facility at Sherburne Commons is progressing with the Owner's Project Manager and architect/design firm in place using funds approved at the 2022 Annual Town Meeting. The Town has developed a work group comprised of community and provider members to work with the project team on the new facility.

Solid Waste

The Waste Services Agreement (WSA) with our landfill operator, Waste Options, expires on November 30, 2025. For several years, we have been working internally on various scenarios, options, and cost projections for consideration as the contract expires. We are also developing a Request for Proposals (RFP) to solicit a contract operator to provide solid waste management services at the Madaket Road site after the WSA terminates. The work continues with one Select Board representative and one Finance Committee representative providing valuable policy input and guidance.

Last year we outlined some of the areas of investigation with respect to the solid waste operation. We continue to grapple with many of the following questions and have come to realize that many are significantly impacted by changing, or potentially changing, technological innovations or regulatory change. An issue we thought we may have decided upon a year ago, may very well be an open issue today because of the dynamics of technology and policy.

1. What goals, programs and/or incentives should be adopted with respect to waste reduction, including recycling?

The Town of Nantucket needs to establish a mechanism to separate food waste/organics from non-compostable and non-recyclable mixed solid waste (MSW). We should consider removing paper from the composting waste stream and baling it separately for recycling. Feasible ways to accomplish this without being overly burdensome to commercial

haulers might involve including paper with mixed recyclables; alternatively, there might be a colored bag program for food waste/organics, and possibly Non-Recyclable Non-Compostable (NRNC) wastes. In this scenario, the recyclables would remain in the clear bags to easily identify the recycling type. The Town's Solid Waste Team is currently reviewing options and evaluating the best way to achieve better waste sorting and handling in conjunction with planned changes to the WSA.

2. Should Composting Facility operations continue after 2025? Are there alternatives?

The Composting Facility is effective for processing food waste and organics to eliminate pathogens and reduce volume without creating odors. Alternatives can be less effective and more costly. The Town's Solid Waste Team and consultant are working to evaluate alternative technologies capable of handling this type of waste.

3. If the Town continues with the composting operation, should the Town buy/own the Composter? Should the Town own/operate/lease the Transfer Station?

This has been addressed through discussions with the Town Manager's Long-Term Solid Waste Planning Work Group and Select Board. Owning these assets is a critical aspect to the development of the RFP for a new WSA and operation of the solid waste facility. Moreover, the existing WSA provides an economic way to purchase the Composter either for continued operation or to be re-purposed, and the Transfer Station is an extremely versatile asset that can be economically purchased but could not be readily or economically replaced.

4. What waste disposal alternatives are feasible and realistic, including pyrolysis, shipping off-island, incineration?

Each has their challenges. Conventional incineration is not permitted in Massachusetts under a general MassDEP moratorium in place since the 1990s and is not being considered. The Town already faces challenges transferring construction and demolition (C&D) waste to the mainland, due to both limitations on available commercial ferry capacity and the huge shortfall of disposal capacity in southeastern New England. Massachusetts sends train loads of MSW and C&D waste to landfills as far away as Ohio, South Carolina, and Alabama. Shipping more waste off-island would make Nantucket more vulnerable to the risks and cost increases of long-haul of waste outside the region already being experienced. On the other hand, emerging technologies that utilize new approaches to pyrolysis and gasification might be attractive for at least some waste stream components. The Town is reviewing opportunities for local development of modular facilities of appropriate scale that utilize these technologies.

5. Should the solid waste operation remain at Madaket Road, given sea level rise and climate change impact projections? What would it take to relocate it?

The landfill cells and the waste within the landfill cannot be relocated. The landfill is a critical asset to the Town and should be utilized and further developed to its fullest potential while the Town evaluates other long-term waste handling and disposal options. This allows the Town the time needed to research new technologies that could possibly

enhance or lengthen the useful life of the landfill. Current off-island disposal costs are tracked and evaluated in conjunction with long-term solid waste planning efforts and documentation can be provided to interested parties.

6. Is there one vendor; or more than one who could realistically operate one or more components to the Town's solid waste facility?

The Town of Nantucket's Solid Waste Team have been in contact with five potential contractors, in addition to the Town's current Operator, Waste Options. All contractors have expressed potential interest in submitting proposals in response to the upcoming RFP.

We continue regular workshops with the Select Board to share and review information we have gathered and to seek policy input.

Sustainability and Coastal Resiliency

Another priority of the Select Board which has significant budgetary implications is Sustainability. Sustainability is focusing on environmental, economic and social issues, and looking for ways of meeting the needs of the present without compromising the ability of future generations to meet their own needs. Overall, the Town's sustainability efforts will help local climate change efforts and respond to impacts such as sea level rise, flooding, erosion, extreme temperatures and extreme weather events. Responses to some of these issues have taken shape within the Sustainability Focus Area, of the Select Board Strategic Plan through Coastal Resiliency. In 2025 the Town intends to hold a second two-day conference for staff, Select Board and members of the public to workshop priorities of the Coastal Resilience Plan. Significant financial hurdles are on the horizon.

The scope and cost of these plans will present serious challenges to the Island's taxpayers. The Coastal Resilience Plan has been integrated into the Town's 10-year Capital Improvement Plan as of FY23 to provide a more robust forecast of future financial requirements upon the Town. The critical projects identified between now and 2035 may cost the Town as much as \$500,000,000. While some financial grants are likely, they will not significantly offset the costs to protect Nantucket from the impacts of climate change and sea-level rise. In FY24, the Natural Resources Department through its Sustainability Program was awarded a \$421,875 Coastal Zone Management (CZM) state grant to begin investigations of a Downtown Neighborhood Flood Barrier for the Easy Street and Broad Street areas. It is hoped that this is a gateway to larger grants to offset costs.

Continuity and Financial Strengths

- The Town's bond rating was maintained at the Aaa level by Moody's Investor Services in June of 2023 (Appendix D) with a Stable Outlook. The Town continues to have a rating of Aa+ from S&P Global. The Aaa rating is Moody's highest rating for a municipality and Nantucket is one of 14 (out of 351) cities and towns in Massachusetts to achieve this rating. A benefit of these high ratings includes the opportunity to borrow at lower interest rates.

- Free Cash for use in FY 2024 and FY 2025 was certified by the state Department of Revenue on November 3, 2023 at \$22,066,661. Pursuant to Town policy and best management practices, Free Cash is used for non-recurring items such as capital projects or other one-time expenses. See Appendix E for a five-year history of certified Free Cash and the Town's budget policy.
- The Stabilization Fund remains strong with a balance of \$7,664,198 at the end of FY 2023 (Appendix F). Best management practice is to hold reserves that are 10% of the budget. Using an approximate budget of \$120,000,000, the Stabilization Fund balance is approximately 5% of the budget. Combined with the Certified Free Cash (undesignated reserves), we expect the reserve amount to exceed the best management practice guideline as per the Town of Nantucket Financial Reserves Policy (Appendix G) and continue to commit \$1,000,000 annually to it.
- The Town maintained a balance of \$2,676,448 in its Capital Projects Stabilization Fund at the end of FY 2023. The current balance represents 1.8% of General Fund expenditures. Best management practice is to hold capital projects reserves which meet or exceed 3% of the budget. The town continues to work towards this as is demonstrated by the nearly 100% increase over last year's reserves of .94% and an annual appropriation commitment of \$1,000,000.
- Increased focus on Town infrastructure continues to be a Select Board priority. Work to compile a comprehensive list of all town-owned facilities, along with condition assessments, current maintenance needs, and a maintenance schedule continues. The FY 2025 Capital Project and General Fund recommendations will continue the focus on infrastructure maintenance and improvement.
- Local receipts, including meals excise tax and room occupancy tax revenues remain stable in the first quarter of FY 2024.
- For FY 2024, new growth is estimated to be \$1,750,000, representing an increase of \$350,000 from FY 2023 (25% increase). This increase continues to be attributed to the increase in building on the island.
- In January of 2019, the state enacted legislation that expanded the hotel/motel room occupancy tax to cover certain short-term rentals. Link: <https://www.nantucket-ma.gov/1327/Short-Term-Rentals>. Collections for the first quarter of FY 2024 remain strong. The Select Board has discussed reserving some amount for specific purposes, including affordable housing, human services, infrastructure improvements and maintenance. It would be prudent to have a better picture of how much additional revenue we may be consistently realizing from this expanded tax before commitments for its use are made. Room occupancy tax revenue for the period of June 2023 through September 2023 was higher than the same period a year ago.

- The Town has maintained its commitment to funding the OPEB Trust Fund (Other Post-Employment Benefits) with annual contributions of \$500,000 since 2015, thereby lowering its net liability. The balance of the OPEB Trust Fund at the end of FY 2023 was \$6,438,196 (Appendix J). We continue to fund an annual appropriation of \$500,000.
- The Town continues to make its annual required contribution to the Barnstable County Retirement System. When compared to the rest of the Commonwealth's municipalities, Barnstable County remains in the top half in terms of retirement funding levels.
- The Town continues to work with its health insurance consultant, monitoring utilization and exploring ways to mitigate the risk and reduce the overall cost of insurance. (See Appendix K, Price Waterhouse Cooper (PWC) article June 2021).

Caution

In the same way we cautioned about revenues and expenses in last year's budget, we are closely monitoring economic trends and continuing our cautious approach to both revenue and expense projections. Revenue projections are clouded by the possibility of a recession and expense projections are meaningfully impacted by stubbornly high inflation. Additionally, rising wage demands are impacting the financial positions of public companies and municipalities alike.

Just as central banks have a balancing act between subduing inflation and tipping the global economy into recession, so too, the Town faces a delicate balance of managing the increasing demands of a growing island community while remaining within the levy limit. As we head into FY 2025, the Town's ability to fund expanding demand for programs, provide ever more services, maintain quality of life, and maintain facilities and infrastructure will be stretched. Addressing the expanding demand requires a stable workforce and we must acknowledge the difficulty of attracting, retaining, and housing employees.

In summary, the FY 2025 budget is particularly challenging due to its many "unknowns". What impact will inflation have on existing project plans? Will we still have sufficient funding for our capital plans? How quickly can we bring more housing online? Will we come together as a community, or will we succumb to incivility? One of the few things we can say with certainty is that difficult choices will need to be made.

Each year, we must present a balanced budget which represents a plan of service for the community. Not all requests and needs can be met to the degree desired by individual groups and departments. We continue to be impacted by the effects of growth on the Island, which is straining Town resources. Fixed costs are always increasing, especially employee benefits, service contracts, supplies and equipment, insurance, and utilities. The Town's levy capacity for FY 2025 allows for some increases to existing Town and School operations after allocations to Our Island Home, Solid Waste Enterprise Fund and Nantucket Regional Transit Authority (NRTA).

As a result of economic risks and increasing demand we continuously review actions that would allow us to address a slow-down in economic activity. These include:

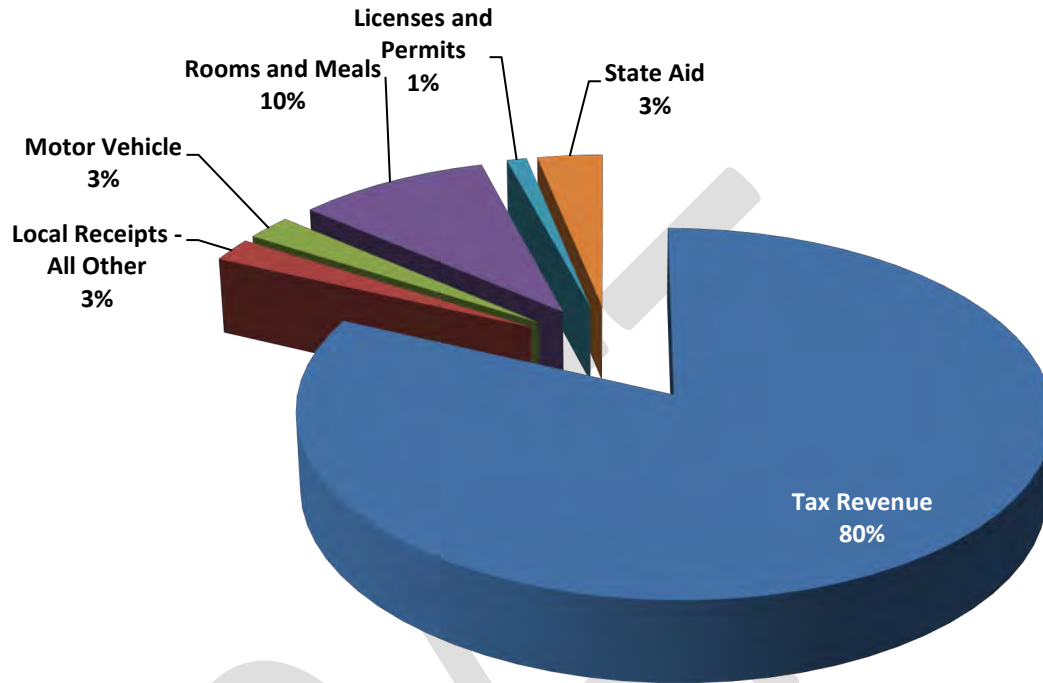
- review all municipal services for reduction or elimination – in other words, an “Austerity Budget”
- review options for reduction-in-force
- enforce a hiring “freeze” or “chill”
- eliminate unexpended budget increases, including vacant positions
- reduce the NRTA year-round service (would have a delayed impact because of how/when NRTA is funded through the state)
- defer capital projects.

Civility

Unproductive, mean-spirited civil discourse has become mainstream nationally and has also found its way to our island. It has caused distraction, created delays, divided our community and without question comes at a cost. A Harvard Business Review study found that when treated in an uncivil manner, nearly 80% of employees lost work time worrying about the situation, and their job commitment declined. Nearly 50% of workers stated they intentionally reduced their work effort and their time spent at work. Our challenges around housing, staffing, and the escalating cost of living are large enough on their own, we do not need unhelpful, uncaring and often personal attacks permeating how we engage as a community of islanders. We all must do better.

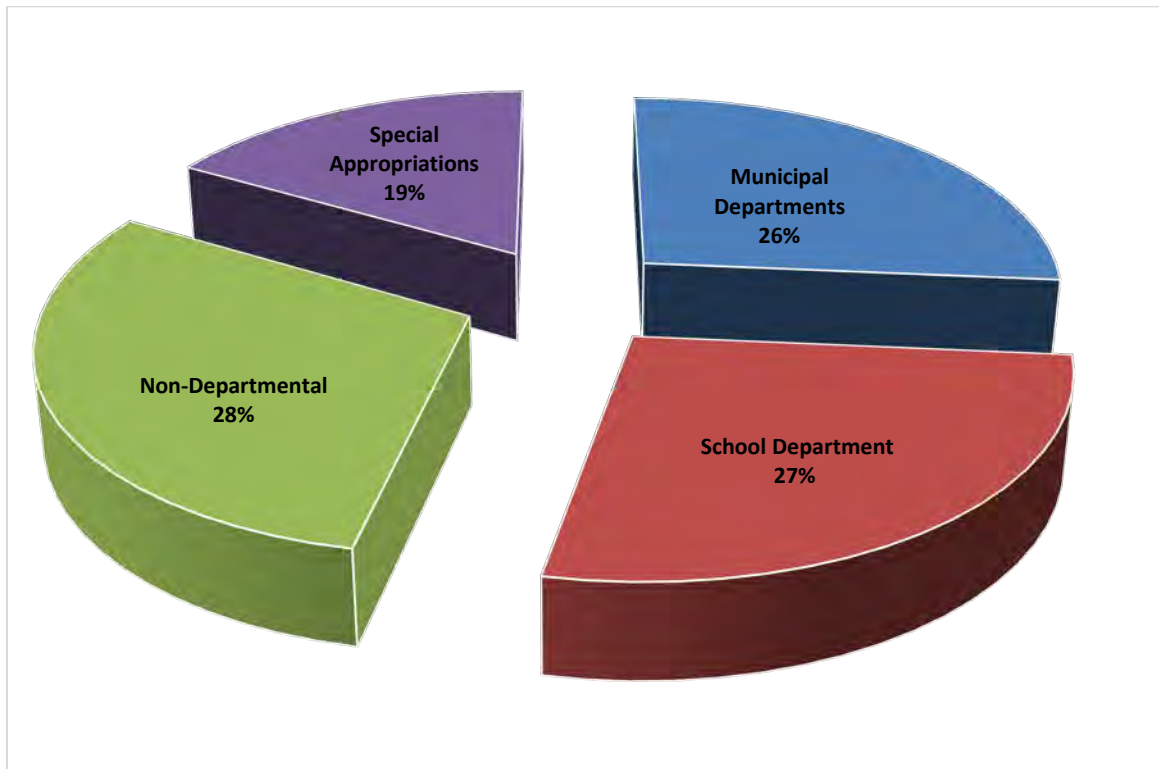
III. Overview of FY 2025 General Fund Budget Projection

A. Projected FY 2025 General Fund Revenue



Refer to Appendix M for a detailed breakdown of the FY 2025 proposed General Fund revenue as compared to the FY 2024 approved budget.

B. Projected FY 2025 General Fund Expenses



The proposed FY 2025 General Fund budget will fund:

- Projected Town and School salaries and fixed/current operational expenses – with some additional positions and programs.
- Fixed costs allocated between several expense categories including:
 - Health Insurance for active and retired employees is projected to rise at a rate of ~10% for FY 2025. While the Town did realize cost savings because of plan design changes in FY 2019, and while utilization rates have been lower in the past few quarters, we do expect rates to rise near the end of FY 2024 and into the beginning of FY 2025. The continued rise of medical rates inflation is expected to have an impact on the FY 2025 health insurance budget.
 - General Insurance is projected to increase 14.7% from FY 2024, based on current trends. The increase is resulting from the large losses that carriers have faced across the nation due to severe natural disasters over the past few years.
 - Debt Service is established by the current repayment schedule and will decrease in FY 2025 due to the retirement of previously-issued bonds. However, the Town will see an upward trend over the next 2-3 years, as new borrowings are undertaken for approved projects not yet started. (Appendix N)
 - The Barnstable County retirement assessment is assumed to increase 8.5% in FY 2025.

- General Fund subsidies to the following Enterprise Funds and Affordable Housing Trust Fund are projected for FY 2025:

- Solid Waste operations - \$10,846,765
- Affordable Housing Trust - \$6,662,500
- Our Island Home - \$5,384,453
- Stormwater - \$512,000

- Minimum capital funding requirement of \$1,589,947, allocated equally between the Town and School departments for capital improvements, pursuant to a requirement of the Town Code:

The Town shall spend on capital projects a minimum of 1% of total Town local receipts collected in the prior fiscal year plus 1% of the total real estate and personal property taxes collected in the prior fiscal year. If local receipts fall below the 1% minimum, the Town may forego the funding requirement. Nantucket Town Code Chapter 11, § 11-12.1

- Other Annual Appropriations for the following:

- \$500,000 to the Other Post-Employment Benefits (OPEB) Trust Fund, in accordance with the Town's OPEB policy. FY 2025 will be the 9th consecutive year in which a contribution to this Trust Fund is made. The balance of the fund at the end of FY 2023 is \$6,438,196 (Appendix J)
- \$500,000 to the Reserve Fund (see Appendix F)
- State Cherry Sheet charges, the County Assessment and unpaid bills from prior fiscal years
- Annual Health and Human Services appropriation is funded at \$825,000 for FY 2024. The funding is split between a \$650,000 contribution from the General Fund and \$175,000 from the Special Purpose Stabilization Fund for Substance Abuse.

Refer to Appendix O for a detailed breakdown of the FY 2025 proposed General Fund expenses as compared to the FY 2024 approved budget.

IV. Town Administration Expense Increase Recommendations

Background

Over the past decade, Nantucket has experienced significant growth and the Town's scope of responsibility has increased. We have taken on and/or funded new initiatives in response to needs, requests, and mandates, yet staffing and service levels have not all kept up with the Island's growth, particularly in areas such as: infrastructure and public building maintenance, project management, code enforcement and community and town employee housing efforts. In addition, global, national, and regional issues of coastal resiliency, solid waste management and energy use are becoming more and more critical in terms of climate change, sea level rise and sustainability of natural resources. The Select Board's Strategic Plan is intended to help focus Select Board initiatives and budgetary allocations toward the goals contained within the Plan. Information as to the specifics of the current Strategic Plan may

be found on the Town website at <https://nantucket-ma.gov/1530/Strategic-Planning>. Many other mandated and goal-oriented plans and studies have been developed in the past several years which are taken into consideration during budget development, these include:

2018 Staffing Study
 Hazard Mitigation Plan
 Coastal Resiliency Plan
 Green Community Requirements
 Town-wide PFAS Assessment
 Parks Master Plan
 Capital Improvement Plan
 Facilities Master Plan
 Diversity Equity and Inclusion Assessment

FY 2025 Expense Increase Requests

Departmental expense increase requests (EIR) for FY 2025 are shown in Appendix P, separated into categories of:

Personnel Requests
 Expense Requests – One-time
 Expense Requests – Ongoing

Using a point system, with “Legal Mandate” being automatically supported, the requests were individually ranked and prioritized in accordance with the following criteria:

<u>Ranking Criteria</u>	<u>Scale</u>	<u>Description</u>
Legal Mandate	Y/N	Required by State/Fed or Local Bylaw (Y = Automatically Fund; Score of 9.0)
Staffing Study	0-2	Is it within the Staffing Study? If yes, 1 or 2 score would be determined by priority level (2 for higher priority)
Strategic Plan	0-2	Is it within the Strategic Plan? If yes, 1 or 2 score would be determined by priority level (2 for higher priority)
Staffing Study and Strategic Plan	0-1	Is it in <i>both</i> Staffing Study and Strategic Plan then 1 additional point to weight it higher
Department Operations & Efficiency	0-1	Funding necessary to provide a department with necessary support for existing <i>or</i> new program
Approved New Programming	0-1	Funding necessary to support a new initiative
Necessary for Existing Programming	0-1	Funding necessary to support or expand ongoing initiatives
Continuation of Operations	0-1	Funding necessary to support unexpected increases or items already operationalized (e.g., software licenses)

To fund these, we have:

- focused our recommendations on the Select Board's Strategic Plan, and the other studies and plans referenced above; as well as critical Town operational issues
- recommended use of funds from other sources (such as fund the one-time expenses from Free Cash and/or borrowing
- not recommended funding and/or will take a different approach; or funded a reduced request

We have prioritized the EIRs using the system noted above, and recommendations follow:

Department	Description of Expense Request	One-time or Ongoing	Approved EIRs *
Personnel Expense Increase Requests (EIRs)			
HR	Position reclassifications	One-time	50,000
Fire	4 additional firefighters	Ongoing	449,027
Fire	Overtime increase	Ongoing	100,000
IT	Deputy IT Director	Ongoing	158,511
PLUS	Administrative Specialist	Ongoing	94,025
Public Works	Laborer	Ongoing	98,374
Public Works	Senior Equipment Operator	Ongoing	101,723
Public Works	Maintenance Technician	Ongoing	105,134
Public Works	Central Fleet Maintenance Technician	Ongoing	105,134
Town Admin/Real Estate Office	Paralegal*	Ongoing	-
Town Admin	Town Committee Coordinator*	Ongoing	-
Total Personnel Expense Increase Requests			\$ 1,261,929

* Not included in recommendations, currently under discussion

Department	Description of Expense Request	One-time or Ongoing	Approved EIRs
One-Time Operating Expense Increase Requests (EIRs)			
Communications	Community Survey	One-time	24,000
HHS/NR	Education and Compliance Specialist - Consultant	One-time	50,000
Town Admin	EV Replacement Vehicle	One-time	45,000
Town Admin	Grant Application Support	One-time	100,000
Town Admin	Project Management Software & Support	One-time	175,000
Town Clerk	Increase to Election Workers	One-time	12,400
Town Clerk	Increase to Postage	One-time	4,500
Town Clerk	Increase for Presidential Election (poll pads, ballot box, etc)	One-time	7,000
Communications	GLOBO Translation/Interpretation Services	Ongoing	20,000
Total One-Time Operating Expense Increase Requests			\$ 417,900

Department	Description of Expense Request	One-time or Ongoing	Approved EIRs
Ongoing Operating Expense Increase Requests (EIRs)			
DEI	Guest Speaker Series	Ongoing	4,000
DEI	Professional Development	Ongoing	4,000
DEI	Community Outreach	Ongoing	3,000
Fire	Increase Training	Ongoing	20,000
Fire	Increase Safety Uniforms	Ongoing	12,000
Fire	Increase Safety Protective Clothing	Ongoing	20,000
Fire	Increase Books/subscriptions	Ongoing	6,000
HHS	VNA, needle disposal, and weights and measures costs	Ongoing	10,000
HR	NeoGov services	Ongoing	22,678
HR	Interim market adjustment review	Ongoing	10,000
IT	Software licensing, hardware support and technology services	Ongoing	34,388
Public Buildings	Increase Electricity	Ongoing	50,000
Public Buildings	Increase Propane	Ongoing	20,000
Public Buildings	Increase Water	Ongoing	8,000
Public Buildings	Increase Repair & Maintenance: Building	Ongoing	10,000
Public Buildings	Increase Professional Services on-call engineering services contract	Ongoing	100,000
Public Buildings	Increase Custodial	Ongoing	50,000
Public Buildings	Increase Telephone	Ongoing	20,000
Public Works	Increase Rentals/Leases	Ongoing	7,000
Public Works	Increase Property: Trees	Ongoing	40,000
Public Works	Increase Other: Licenses	Ongoing	19,300
Public Works	Increase Safety: Uniforms	Ongoing	6,000
Public Works	Increase Safety: Protective Clothing	Ongoing	5,000
Public Works	Increase Road Materials	Ongoing	85,000
Street Lighting	Increase Electricity	Ongoing	35,000
Town Admin	Increase to Strategic Plan funding	Ongoing	50,000
Town Admin	Equipment	Ongoing	10,000
Total Ongoing Operating Expense Increase Requests			\$ 661,366

Total Town Operating Expense Increase Requests			\$ 1,079,266
Total Town Personnel & Operating Expense Increase Requests			\$ 2,341,195

V. Current and Future Year Considerations

Sustainability

In October 2023 the Select Board updated its definition of “Sustainability” as a guiding principle of the Town’s Strategic Plan:

Sustainability is how the Town of Nantucket, with a focus on historic preservation, natural resources, hazard mitigation, solid waste management, energy, public health, and education, institutionalizes practices in municipal operations that support a balance of the economic, environmental, and social health of our Island, which meet the needs of current residents and visitors without compromising the ability of future generations to meet evolving needs.

The Town has many complex and critical sustainability projects in its near and long-term future which are necessary to maintain its fragile ecology, historic character, and world class resort reputation. In FY22, the Town created a Sustainability Program within the Natural Resources Department and hired a Sustainability Program Manager in FY23 to ensure integration of this sustainability principle on town wide operations. The Manager oversees various sustainability efforts such as the Town’s Coastal Resiliency Plan, Green Communities Plan, and Hazard Mitigation Plan. The Manager also convenes an interdepartmental Sustainability Workgroup consisting of the Assistant Town Manager for Special Projects, Coastal Resilience Coordinator, Director of Natural Resources, Director of Public Works, Energy Coordinator, Environmental Contaminant Specialist, Manager of Strategic Projects, Preservation Planner, Stormwater Manager, Solid Waste Coordinator, Transportation Planner, Town Manager and Water Quality Biologist, with ad hoc representation from various island agencies such as the Nantucket Land Bank, Nantucket Land and Water Council, and Nantucket Municipal Airport.

Coastal Resiliency/Infrastructure/Planning

Global warming, climate change and sea level rise are frequently identified in the news media and through scientific research as growing issues for municipalities. In FY 2019, we completed an update to the Town’s Hazard Mitigation Plan, which can be found here <https://www.nantucket-ma.gov/1373/Hazard-Mitigation-Plan>. The plan recommends over 50 projects for implementation over the next five years. The Select Board established a Coastal Resiliency Advisory Committee to make recommendations about a variety of coastal resiliency issues, including a Coastal Resiliency Plan (CRP). (<https://www.nantucket-ma.gov/1391/Coastal-Resiliency-Advisory-Committee>). In mid FY 2022 Coastal Resiliency Plan was issued through the efforts of the Coastal Resilience Advisory Committee with its consultant, Arcadis. In 2022, Select Board members, Town staff and members of the public participated in a two-day Design Thinking Workshop to increase familiarity with the CRP and associated issues and to build consensus among staff and boards around the CRP and ways to move forward. The group of ~35 attendees first defined opportunities within the CRP and then on the second day established success metrics for each opportunity. The Coastal Resilience Advisory Committee used this as a metric to move forward priority one projects in the CRP and as it currently stands, 20 of the 40 projects are progressing with 9 of these underway and 5 already completed within 2 years of the CRP being finalized (Appendix S). As with all major projects on the island, advancement or completion of these complex resiliency projects are subject to competing priorities, funding, and personnel resources to be successfully managed.

Parks Master Plan

A Parks Master Plan was finalized in winter of 2020 and projects were integrated into the Capital Improvement Plan. Subsequently, updated FEMA sea level rise projections were issued, indicating that certain areas, such as Tom Nevers Park where significant infrastructure was recommended, have been reassessed to include renovation of existing infrastructure rather than a complete reconstruction of the area.

The passage of Article 10 at the November 7, 2023 Special Town Meeting will fund the first big project of the Parks Master Plan: expansion and improvements of the Nobadeer Athletic Complex. Delays and potential changes to the School Department's Campus Improvement plan have caused portions of the Master Plan around the Delta fields to be reimagined. This process and planning will continue to evolve in FY 2024 and FY 2025 as we continue to evaluate the Island's recreation and athletic needs.

In FY 2025 the reconstruction of the Jetties Tennis Courts along with the addition and renovations of playgrounds in various locations are planned if funding is approved at the 2024 Annual Town Meeting.

Collective Bargaining

In FY 2024, the Town completed negotiations with most of its unions for contracts through June 30, 2026. Negotiation for contracts expiring in FY 2026 will commence in FY 2025 when we will again begin work with the Select Board and other voting agencies (Airport Commission, Nantucket Water Commission, School Committee) to develop our approaches to upcoming collective bargaining and to review financial projections, employee benefit costs and universal union contract language issues. Appendix Q shows the list of collective bargaining contracts. The contracts can be found at <https://www.nantucket-ma.gov/2384/Labor-Agreements>

Per and Polyfluoroalkyl Substances (PFAS)

Communities around the Commonwealth are becoming more aware of the need to acknowledge and address per-and polyfluoroalkyl substances, also known as PFAS, are a group of manmade chemicals that have been manufactured and used in a variety of industries since the 1950s. They are referred to as 'forever chemicals' – they are persistent in our bodies, mobile in the environment and many will not naturally degrade. PFAS chemicals are most often commercially used to create grease, water, and stain resistant barriers for materials, including Teflon, grease-resistant take-out containers, and upholstery and carpet treatments; these chemicals are also found in firefighting foam.

Concerns have been raised regarding human health and ecological risks associated with certain PFAS chemicals. The Town of Nantucket is following the guidance and testing requirements of Massachusetts Department of Environmental Protection (MassDEP) as it pertains to PFAS. More information is available at <https://www.mass.gov/info-details/per-and-polyfluoroalkyl-substances-pfas>.

Like other municipal governments, the Town is working to understand the sources and receptors of PFAS in the environment. Because concerns have been raised regarding human health and ecological risks associated with certain PFAS chemicals, the Town has voluntarily engaged in multiple contracts with CDM Smith, Inc, an environmental engineering and construction firm located in Boston, MA, encumbering over \$1,400,000 since July 2020 to assist the Town in various efforts regarding its long-term PFAS assessment and analysis. PFAS-related projects range from a multi-phase island-wide PFAS assessment of municipal properties to a complex Wastewater Treatment Facility Aeration Tank Foam and Landfill Leachate Baseline Study. A \$8,300,000 public water main expansion project west of Nantucket Memorial Airport begun in November 2023 is being funded by the Massachusetts Department of Environmental Protection (MassDEP) State Revolving Fund as part of the Town's extensive PFAS efforts. Additionally, the Town hired a full time Environmental Contaminant Specialist in the Department of Public Health in FY 2022 to assist with long-term strategies regarding PFAS and other public health contaminants.

Because these efforts are voluntary, to ensure transparency and proper protocols the Town is following MassDEP guidance and testing requirements of as it pertains to PFAS. More information is available at <https://www.mass.gov/info-details/per-and-polyfluoroalkyl-substances-pfas>. The Town's PFAS-related efforts are expected to span several years and there are likely budgetary impacts in both the General Fund and Enterprise Funds. As more information is collected and assembled, the scope and cost of PFAS containment, source reduction and cleanup will be better understood. It is unclear whether outside funding will be available to help offset what could be a substantial financial impact to cities and towns. The Town's response to PFAS can be found at <https://nantucket-ma.gov/1574/PFAS>

Diversity Equity and Inclusion (DEI) Initiatives

It was another productive year for the Diversity, Equity, and Inclusion (DEI) Office. Though there are many milestones to acknowledge, our primary accomplishment was the completion of our consultation with Tangible Development, LLC. Our work with Tangible Development created the town's first ever DEI Commitment Statement, formed the DEI Committee for Town employees, and produced a DEI Strategic Plan (completed in April 2023). Nantucket's DEI Strategic Plan has four focus areas: Communications (internal and external), Employee Training and Professional Development, Celebration and Appreciation and Harness Local and Diverse Talent. The outlook for implementation is approximately three years. Thanks to the consultation and with town leadership's support, Nantucket is preparing to launch the DEI Trainings Project in 2024, which will include a variety of presentations, trainings, and workshops to provide town employees with continued education and professional development opportunities related to DEI. The DEI Office continues to work within the community in a variety of ways such as supporting the Nantucket Civic League as a friend and advisor. It is also important to note that the DEI Office's work with the Massachusetts DEI Coalition continues. The Town of Nantucket remains steadfast in its support for the principles and purpose of diversity, equity, and inclusion.

Health and Human Services Funding

We propose to allocate \$825,000 to local health and human service agencies in the community for FY 2025. This funding allocation is the same as FY 2024 and continues to be among the highest of all towns in Massachusetts. The funding consists of a \$650,000 commitment from the Town's General Fund along with \$175,000 recommended to come from the Special Purpose

Stabilization Fund for Substance Abuse paid to the Town by the through the local option Cannabis tax. Each year, the Human Services Contract Review Committee reviews agency funding applications and recommends distributions levels to the Finance Committee and Select Board.

VI. Conclusion

The proposed FY 2025 General Fund budget can be funded within available revenue, while supporting new and on-going initiatives and positions and providing continuity of services. The list of challenges is long and includes funding the increasing demands for services from the community; retaining, attracting, and housing qualified employees; and, maintaining infrastructure while making it more resilient. Solid waste management, stormwater, PFAS and Town employee housing issues will all require significant focus in FY 2025. It will take additional resources in the coming year(s) to address these, as we have noted in this Message and in prior Messages.

Thanks to the Select Board, Town departments, Finance Committee, Capital Program Committee, and especially to the staff who spend many, many hours putting together the information necessary to develop these budget recommendations, especially Assistant Town Manager for Strategic Projects, Gregg Tivnan, Director of Municipal Finance, Brian E. Turbitt, Assistant Town Manager, Rick Sears, Assistant Finance Director, Susan Carmel and Assistant Town Accountant, Mariya Basheva.

Prepared by:

Town Manager, pursuant to Article IV, Section 4.2(d)(3) of the Charter of the Town of Nantucket

PRELIMINARY DRAFT AS OF 010924

Notes: need to review all titles; formatting; some articles still need proofing; order of articles; need to get all maps prepared and filed; numbering

**COMMONWEALTH OF MASSACHUSETTS
TOWN OF NANTUCKET**



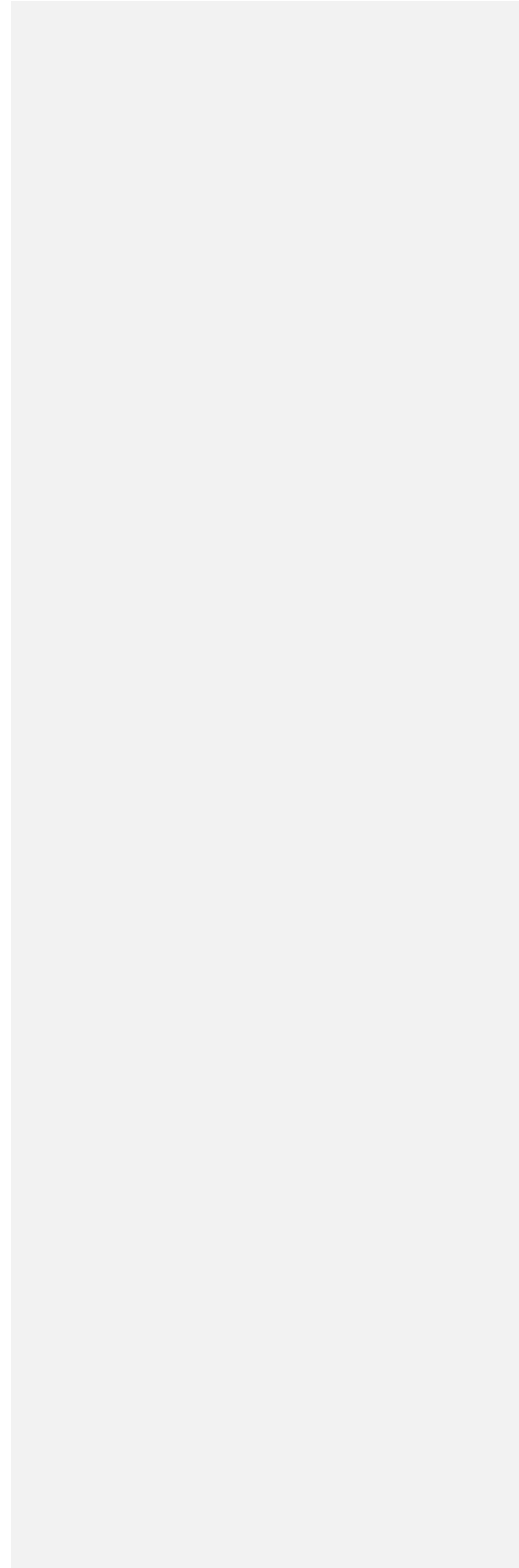
WARRANT FOR

**2024 ANNUAL TOWN MEETING
Nantucket High School
Mary P. Walker Auditorium
Tuesday, May 7, 2024 - 5:00 PM**

AND

**ANNUAL TOWN ELECTION
Nantucket High School
Tuesday, May 21, 2024
7:00 AM - 8:00 PM**

**Town of Nantucket
16 Broad Street
Nantucket, MA 02554
(508) 228-7255
www.nantucket-ma.gov**



To the Constables of the Town of Nantucket:

GREETING:

In the name of the Commonwealth of Massachusetts, you are hereby directed to notify and warn the inhabitants of the Town of Nantucket qualified to vote in Town affairs, to meet and assemble themselves at the Mary P. Walker Auditorium at Nantucket High School at 10 Surfside Road in said Nantucket, on

**TUESDAY, MAY 7, 2024 AT 5:00 PM
THEN AND THERE TO ACT ON THE ARTICLES
CONTAINED WITHIN THE ENCLOSED WARRANT:**

**ARTICLE 1
(Receipt of Reports)**

To receive the reports of various departments and committees as printed in the Fiscal Year 2023 Annual Town Report or as may come before this meeting; or to take any other action related thereto.

(Select Board)

**ARTICLE 2
(Appropriation: Unpaid Bills)**

To see what sums the Town will vote to appropriate, and also to raise, borrow pursuant to any applicable statute or transfer from available funds for the payment, pursuant to Chapter 44 section 64 of the Massachusetts General Laws, of unpaid bills from previous fiscal years, including any bills now on overdraft; or to take any other action related thereto.

(Select Board)

**ARTICLE 3
(Appropriation: Prior Year Articles)**

To see what sums the Town will vote to appropriate and transfer from available funds previously appropriated pursuant to Articles voted in prior years; or to take any other action related thereto.

(Select Board)

**ARTICLE 4
(Revolving Accounts: Spending Limits for FY 2025)**

To see what spending limits the Town will establish for revolving accounts established pursuant to Chapter 44, section 53E½ of the Massachusetts General Laws and Section 19-21 of the Town Code for Fiscal Year 2025; or take any other action related thereto.

(Select Board)

ARTICLE 5
(Appropriation: Reserve Fund)

To see what sum the Town will vote to appropriate, and also to raise, borrow pursuant to any applicable statute, or transfer from available funds, for the purposes of establishing a Reserve Fund pursuant to Chapter 40 section 6 of the Massachusetts General Laws, to provide for the extraordinary and unforeseen expenditures which may arise during Fiscal Year 2025; said sum not to exceed five (5) percent of the Fiscal Year 2024 tax levy; or to take any other action related thereto.

(Select Board)

ARTICLE 6
(Fiscal Year 2024 General Fund Budget Transfers)

To see what sums the Town will vote to transfer into various line items of the Fiscal Year 2024 General Fund operating budget from other line items of said budget and from other available funds; or to take any other action related thereto.

(Select Board)

ARTICLE 7
(Personnel Compensation Plans for Fiscal Year 2025)

To see if the Town will vote to adopt the following Compensation Plans for Fiscal Year 2025:

Schedule A -- Miscellaneous Compensation Schedule

Abatement Advisory Committee (yearly per member)	\$600.00
Americans with Disabilities Act Facilitator (hourly)	\$17.00
Building, Plumbing, Wiring Inspector, Assistants (hourly)	Up to \$80.00
Certified Nurse's Aide/Our Island Home (Per Diem - hourly)	~~\$24.00~~ \$26.00
Dietician/Our Island Home (hourly)	\$43.00
Election Warden (hourly)	\$22.00
Election Worker (hourly)	\$17.00
Exercise Instructors/Senior Center (hourly)	Up to \$40.00
EMT, Call (hourly)	~~\$27.00~~ 32.00
Fire Captain, Call (yearly)	\$150.00
Fire Fighter, Call (hourly)	~~\$27.00~~ 32.00
Fire Lieutenant, Call (yearly)	\$125.00
Fire Chief, Second Deputy (yearly)	\$5,000.00
Fire Chief, Third Deputy (yearly)	\$5,000.00
Licensed Practical Nurse/Our Island Home (Per Diem - hourly)	~~\$30.00~~ \$33.50
Our Island Home Ancillary (Per Diem - hourly)	~~\$22.00~~ \$23.50
Paramedic, Certified (Per Diem - hourly)	\$32.00
Registered Nurse/Our Island Home (Per Diem - hourly)	~~\$40.00~~ \$49.00
Registrar of Voters (yearly)	\$600.00
Registrar, Temporary Assistant (hourly)	\$17.00
Reserve Police Officer (hourly)	\$32.00

Student Police Officer (hourly)	\$30.00	\$38.65
Seasonal Assistant Harbormaster (hourly)	\$32.00	
Seasonal Lifeguard Supervisor (hourly)	\$32.00	
Seasonal Maintenance Supervisor/Public Works (hourly)	\$25.00	
Seasonal Health Inspector	\$32.00	
Temporary Employee	various rates of	pay
Veterans' Agent (hourly)	\$18.00	

*Schedule B - Seasonal Employee Compensation Schedule
(Spring, Summer, Fall, Winter/Effective May 7, 2024 - June 30, 2024)*

Compensation Level	Start	Second Season	Third Season	Fourth Season
A-Hourly*	\$20.00	\$21.00	\$22.00	\$23.50
B-Hourly*	\$21.00	\$22.00	\$23.00	\$24.00
C-Hourly*	\$22.00	\$23.00	\$24.00	\$25.00
D-Hourly*	\$24.00	\$24.50	\$25.00	\$25.50
E-Hourly*	\$25.00	\$26.00	\$27.00	\$28.00

*An employee assigned supervisory responsibilities shall be placed in the next higher category.

- A: Information Aide, Seasonal Health Assistant, Shellfish Warden, Seasonal Natural Resources Enforcement Officer, Tennis Attendant
- B: Dock Worker, Natural Resources Technician, Seasonal Permit Sales Clerk
- C: Seasonal Firefighter/EMT
- D: Lead Dock Worker, Seasonal Recreational Coordinator, Seasonal Engineering Intern, Seasonal Waste Reduction Intern, Lead Natural Resources Technician, Seasonal Laborer.
- E: Lifeguard, Community Service Officer

*Schedule C -- Compensation Schedule for Elected Officials**

Moderator	\$175 per year
Select Board Member, Chair	\$5,000/per year
Select Board Members	\$3,500/per year
Town Clerk	\$133,030 137,021

Commented [LG1]: SB?

**Other than establishing the salary pursuant to MGL c. 41, s. 108, these positions are excluded from the Personnel Bylaw of the Town.*

Or to take any other action related thereto.

(Select Board)

ARTICLE 8

(Appropriation: Fiscal Year 2025 General Fund Operating Budget)

To see what sums the Town will vote to appropriate, and also to raise, borrow pursuant to any applicable statute, or transfer from available funds, for the purposes of

supporting the offices, departments, boards and commissions of the Town of Nantucket for Fiscal Year 2025; or to take any other action related thereto.

(Select Board)

ARTICLE 9

(Appropriation: Health and Human Services)

To see what sums the Town will vote to appropriate, and also to raise, borrow pursuant to any applicable statute, or transfer from available funds, for the Council for Human Services to be used by the Council to contract with various health and human services, not-for-profit corporations to provide for the health, safety and welfare of the inhabitants of the Town of Nantucket; further, that all such sums be expended on the condition that grant agreements be executed by and between the Select Board and the respective private, not-for-profit agency for Fiscal Year 2025, which grant agreements shall stipulate mutually agreed upon terms and conditions; or to take any other action related thereto.

(Select Board)

ARTICLE 10

(Appropriation: General Fund Capital Expenditures)

To see what sums the Town will vote to appropriate, and also to raise, borrow pursuant to any applicable statute or transfer from available funds, for the purposes of capital expenditures for the offices, departments, boards and commissions of the Town of Nantucket; provided that one or more amounts to be raised and appropriated may be contingent upon a Proposition Two and One-half capital outlay exclusion ballot question; or to take any other action related thereto.

(Select Board)

ARTICLE 11

(Real Estate Acquisition/ Appropriation: 31 Western Avenue)

To see if the Town will vote to authorize the Select Board to acquire by purchase, gift or eminent domain for housing and general municipal purposes, the fee title or lesser interests in a parcel of land with the buildings located thereon at 31 Western Avenue shown on a plan of land entitled "Plan of Land in Nantucket, Mass., Prepared for American Youth Hostels, Inc.," prepared by Blackwell & Associates, Inc., dated March 13, 2003 recorded with Nantucket County Registry of Deeds as Plan No. 2003-40, containing 29,563± square feet, and being more particularly described in a Deed recorded with said Deeds in Book 1771, Page 28; and further to appropriate the sum of Six Million Dollars (\$6,000,000), and also to raise, borrow pursuant to any applicable statute or transfer from available funds, to be spent by the Town Manager with the approval of the Select Board, to acquire said parcel and any other costs incidental and related thereto; provided however that any borrowing authorized hereunder shall be contingent on the passage of a Proposition Two and One-Half debt exclusion vote.

All as shown on a map filed herewith at the Office of the Town Clerk.

Commented [LG2]: SB - is this the order of the debt exclusions?
Or?

Or to take any other action related thereto.

(Select Board)

ARTICLE 12

(Supplemental Appropriation: Public Works Facility Improvements - Design

To see what sum the Town will vote to appropriate, and also to raise, borrow pursuant to any applicable statute or transfer from available funds, to be spent by the Town Manager with the approval of the Board of Selectmen, to make design improvements to the Department of Public Works facility at 188 Madaket Road, 10 Sun Island Road, and/or 1 Shadbrush Road, including the costs of professional services for design, permitting, and engineering, and other related professional services, and any other costs incidental and related thereto; provided, however, that any borrowing authorized hereunder shall be contingent on the passage of a Proposition 2 and ½ debt exclusion vote; or to take any other action related thereto.

(Select Board)

ARTICLE 13

(Supplemental Appropriation: Newtown Road Transportation Improvements)

To see what sum the Town will vote to appropriate, and also to raise, borrow pursuant to any applicable statute or transfer from available funds, to be spent by the Town Manager with the approval of the Select Board, to provide supplemental funding to make various transportation-related improvements on Newtown Road, including the costs of professional services for design, permitting, engineering, construction, construction supervision, materials, and other related professional services, and any other costs incidental and related thereto; provided, however, that any borrowing authorized hereunder shall be contingent on the passage of a Proposition 2 and ½ debt exclusion vote; or to take any other action related thereto.

(Select Board)

ARTICLE 14

(Appropriation: Town Employee Housing Feasibility Costs)

To see what sum the Town will vote to appropriate, and also to raise, borrow pursuant to any applicable statute or transfer from available funds, to be spent by the Town Manager with the approval of the Select Board, to conduct a Town Employee Housing Feasibility Study, and Design and Owners Project Manager services for Town Employee Housing, including the cost of professional services, including permitting, engineering, and any other costs incidental and related thereto; provided, however, that any borrowing authorized hereunder shall be contingent on the passage of a Proposition 2 and ½ debt exclusion vote; or to take any other action related thereto.

(Select Board)

ARTICLE 15

(Appropriation: Tom Nevers Park Debris Removal and Erosion Control/Dune Restoration)

To see what sum the Town will vote to appropriate, and also to raise, borrow pursuant to any applicable statute or transfer from available funds, to be spent by the Town Manager with the approval of the Select Board, to make various improvements at Tom Nevers Park including debris removal and erosion control/dune restoration, including the cost of professional services, permitting, engineering, construction, construction supervision, materials and other related professional services, and any other costs incidental and related thereto;; provided, however, that any borrowing authorized hereunder shall be contingent on the passage of a Proposition 2 and ½ debt exclusion vote; or to take any other action related thereto.

(Select Board)

ARTICLE 16

(Appropriation: Reconstruction of the Jetties Beach Tennis Courts)

To see what sum the Town will vote to appropriate, and also to raise, borrow pursuant to any applicable statute or transfer from available funds, to be spent by the Town Manager with the approval of the Select Board, to reconstruct the Tennis Courts located at Jetties Beach, including the costs of professional services for design, permitting, engineering, construction, construction supervision, materials, and other related professional services, and any other costs incidental and related thereto; provided, however, that any borrowing authorized hereunder shall be contingent on the passage of a Proposition 2 and ½ debt exclusion vote; or to take any other action related thereto.

(Select Board)

ARTICLE 17

(Appropriation: Public Safety Auxiliary Building)

To see what sum the Town will vote to appropriate, and also to raise, borrow pursuant to any applicable statute or transfer from available funds, to be spent by the Town Manager with the approval of the Select Board, to construct a Public Safety Auxiliary Building located at 4 Fairgrounds Rd, including the costs of professional services for design, permitting, engineering, construction, construction supervision, materials, and other related professional services, and any other costs incidental and related thereto; provided, however, that any borrowing authorized hereunder shall be contingent on the passage of a Proposition 2 and ½ debt exclusion vote; or to take any other action related thereto.

(Select Board)

- **TRANSFER STATION**
- **COMPOSTER**

Commented [LG3]: BRIAN - will these be part of the FinCom motion to EF Capital? Or? Funding = free cash?

ARTICLE 18

(Appropriation: Affordable Housing Trust Fund)

To see what sums the Town will vote to appropriate, and also to raise, borrow pursuant to any applicable statute, or transfer from available funds, for the purposes of supporting the Affordable Housing Trust Fund in the Town of Nantucket for Fiscal Year 2025; provided such appropriation shall be contingent on the passage of a Proposition Two and One-half override ballot question; or to take any other action related thereto.

(Select Board)

ARTICLE 21

(Appropriation: Fiscal Year 2025 Enterprise Funds Operations)

To see what sums the Town will vote to appropriate, and also to raise, borrow pursuant to any applicable statute, or transfer from available funds, for the operation of the Enterprise Funds of the Town of Nantucket for Fiscal Year 2024, out of anticipated revenues of the designated funds, for the purposes set forth above; provided that any amounts to be raised and appropriated to support the operations of the Solid Waste Enterprise Fund for Fiscal Year 2025 shall be contingent on the passage of a Proposition Two and One-half override ballot question; or to take any other action related thereto.

(Select Board for the Various Departments Indicated)

ARTICLE 22

(Appropriation: Enterprise Funds Capital Expenditures)

To see what sums the Town will vote to appropriate, and also to raise, borrow pursuant to any applicable statute, or transfer from available funds, for the purposes of capital expenditures for the Enterprise Funds of the Town of Nantucket; or to take any other action related thereto.

(Select Board for the Various Departments Indicated)

ARTICLE 23

(Enterprise Funds: Fiscal Year 2024 Budget Transfers)

To see what sums the Town will vote to transfer into various line items of Fiscal Year 2024 Enterprise Fund operating budgets from other line items of said budgets and/or from Enterprise Surplus Reserve Funds; or to take any other action related thereto.

(Select Board)

ARTICLE 24

(Appropriation: Waterways Improvement Fund)

To see what sum the Town will vote to appropriate from the revenue received under Chapter 60B subsection (i) of section 2 and under Chapter 91section 10A of the Massachusetts General Laws and sums received from the Commonwealth or Federal Government for purposes established by Chapter 40 section 5G of the Massachusetts

General Laws including but not limited to (1) maintenance , dredging, cleaning and improvement of harbors, inland waters and great ponds, (2) the public access thereto, (3) the breakwaters, retaining walls, piers, wharves and moorings thereof, and (4) law enforcement and fire prevention in the Town and County of Nantucket, and any other purpose allowed by applicable law.

Or to take any other action related thereto.

(Select Board)

ARTICLE 25

(Appropriation: Ambulance Reserve Fund)

To see what sum the Town will vote to appropriate from the Ambulance Reserve Fund for the purchase of ambulance-related equipment, including but not limited to extrication collars, backboards and other emergency equipment, oxygen tanks and refills, blankets and other linens, bandages and other medical supplies, fuel, repairs and maintenance for ambulances, and other such related costs to operate the Town's ambulance services, including up to seven (7) full-time firefighter/EMT and/or paramedic positions. All expenditures to be made by the Fire Department, subject to the approval of the Town Manager; or to take any other action related thereto.

(Select Board)

ARTICLE 26

(Appropriation: Ferry Embarkation Fee)

To see what sum the Town will vote to appropriate from the proceeds of the ferry embarkation fee established by Chapter 46, section 129 of the Acts of 2003 as amended, for the purposes of mitigating the impacts of ferry service on the Town and County of Nantucket, including but not limited to provision of harbor services, public safety protection, emergency services, infrastructure improvements within and around Nantucket Harbor, and professional services pertaining to the potential use or reuse of land, buildings and infrastructure in the vicinity of Nantucket Harbor, and any other purpose allowed by applicable law.

Or to take any other action related thereto.

(Select Board)

ARTICLE 27

(Appropriation: County Assessment)

To see if the Town will vote to appropriate, and also to raise, borrow pursuant to any applicable statute, or transfer from available funds, to pay the County of Nantucket such assessment as is required for Fiscal Year 2024, and to authorize the expenditure of these funds for County purposes, all in accordance with the Massachusetts General Laws and in accordance with the County Charter (Chapter 290 of the Acts of 1996), the sum of **One Hundred Seventy-nine Thousand Seventy-five Dollars (\$179,075)** or to take any other action related thereto.

Commented [LG4]: Is this the number? Or?

Commented [LG5R4]: Brian: need to know if this is increasing or not ASAP, per your comment: "This may need to be higher depending on a second review of revenue. If revenue continues to decline we will need to increase this"

(Select Board/County Commissioners)

ARTICLE 28

(Appropriation: Finalizing Fiscal Year 2025 County Budget)

To see if the Town will vote to overturn any denial of approval by the Nantucket County Review Committee, of any item of the County budget for Fiscal Year 2025 by appropriating a sum of money for such County budget and authorizing the expenditure of estimated County revenues, County reserve funds, County deed excise fees or other available County funds including the Town assessment for County purposes; further, to see if the Town will vote to overturn any denial by the Nantucket County Review Committee of the establishment of a County Reserve Fund, from which transfers may be made to meet extraordinary or unforeseen expenditures with the approval of the County Commissioners acting as the County Advisory Board Executive Committee within the meaning of Chapter 35 section 32 of the Massachusetts General Laws; or to take any other action related thereto.

(Select Board/County Commissioners)

ARTICLE 29

(Rescind Unused Borrowing Authority)

To see what action the Town will take to amend, appropriate or reappropriate, transfer, modify, repeal or rescind unused borrowing authority authorized by previous town meetings.

Or to take any other action related thereto.

(Select Board)

ARTICLE 30

(Appropriation: Other Post-Employment Benefits Trust Fund)

To see what sum the Town will vote to appropriate and also to raise, borrow pursuant to any applicable statute, or transfer from available funds, to deposit into the Other Post-Employment Benefits Liability Trust Fund established pursuant to Mass. General Law chapter 32B, section 20, for Fiscal Year 2025.

Or, to take any other action related thereto.

(Select Board)

ARTICLE 31

(Appropriation: Fiscal Year 2025 Senior Work-off Program)

To see what sums the Town will vote to appropriate, and also to raise, borrow pursuant to any applicable statute, or transfer from available funds, for the purpose of supporting the Senior Work-off Program pursuant to Massachusetts General Laws Chapter 59, section 5K for the Town of Nantucket for Fiscal Year 2025; or to take any other action related thereto.

(Select Board)

ARTICLE 32

(Appropriation: Special Purpose Stabilization Fund for Airport Employee Accrued Liabilities)

To see what sums the Town will vote to appropriate, and also to raise, borrow pursuant to any applicable statute, or transfer from available funds to be placed in the Airport special purpose stabilization fund established pursuant to M.G.L. Chapter 40, Section 5B, Paragraph 2, for the benefit of the Nantucket Airport, such fund to be used for the future payment of accrued liabilities for compensated absences due any employee upon termination of the employee's full-time employment; or take any action relative thereto.

(Select Board for Airport Commission)

ARTICLE 33

(Appropriation for Special Purpose Stabilization Fund for Town Employee Accrued Liabilities)

To see what sums the Town will vote to appropriate, and also to raise, borrow pursuant to any applicable statute, or transfer from available funds to be placed in the Town Employee Accrued Liability Special Purpose Stabilization Fund established pursuant to M.G.L. Chapter 40, Section 5B, Paragraph 2, for the benefit of the Town of Nantucket General Fund (excluding the School Department), such fund to be used for the future payment of accrued liabilities for compensated absences due any employee upon termination of the employee's full-time employment; or take any action relative thereto.

(Select Board)

ARTICLE

(Appropriation: Fiscal Year 2025 Community Preservation Committee)

To see what sums the Town will vote to appropriate, and also to raise, borrow pursuant to any applicable statute or transfer from available funds, or reserve for later appropriation monies from the Community Preservation Fund annual revenues or available funds for the administrative and operating expenses of the Community Preservation Committee, the undertaking of Community Preservation Projects and all other necessary and proper expenses for the year; or to take any other action relative thereto.

(Select Board for Community Preservation Committee)

ARTICLE

(Community Preservation Committee: Fiscal Year 2025 Budget Transfers)

To see what sums the Town will vote to transfer into the Community Preservation Committee reserved and unreserved fund balances to turn back the unspent remainder

Commented [LG6]: SB - FY1 - this is ok to be a placeholder article since CPC has not finished its recommendations yet

of projects approved in prior fiscal years so that it is available for future appropriations; or, take any other actions relative thereto.

(Select Board for Community Preservation Committee)

ARTICLE

(Appropriation: African Meeting House Investigation)

To see if the Town will vote to appropriate and also to raise, borrow pursuant to any applicable statute or transfer from available funds, to be spent for the purpose of funding to undertake an investigation into, but not limited to, the hate crime at the Historic African Meeting House committed in 2018. Moreover, to review the investigation conducted by Town Administration the Select Board, Nantucket Police Department, Cape and Islands DA and the Attorney Generals Office. This would be conducted by a professional team of independent investigators, given all the rights and privileges to communications, documents and be allowed interviews of Town and State Officials. The results would be released as a public document and the investigation would have the oversight of the articles sponsors.

(Gail Holdgate, et al)

ARTICLE

(Adopt Massachusetts General Law Chapter 175M: Family and Medical Leave)

To see if the Town will vote to:

Move that pursuant to M.G.L.c 4 §4 and M.G.L.c 175m §10, the Town adopt the following Massachusetts General Laws pertaining to Paid Family And Medical Leave (PFML): M.G.L.c 175M for employees of the Town; and further, that Annual Town Meeting authorizes up to \$500,000 of Fiscal Year 2025 (FY25) budget adjustment(s) and transfer(s) for the purpose of funding FY25 PFML Town contributions and related expenses; the funds shall be allocated from the Town of Nantucket General Fund or another fund as recommended by the Town of Nantucket Finance Committee such as certified free cash; or to take any other action relative thereto.

(Leah Hill, et al)

ARTICLE

(Zoning Bylaw Amendment: Affordability Density Increase Apartment and Apartment Building)

To see if the Town will vote to amend Chapter 139 (Zoning) of the Code of the Town of Nantucket as follows *(NOTE: new language is shown as highlighted text, language to be deleted is shown by strikeout; these methods to denote changes are not meant to become part of the final text and, further, that non-sustentative changes to the numbering of this bylaw be permitted in order that it be in compliance with the numbering format of the Code of the Town of Nantucket)*:

THIS CONCEPT IS STILL BEING DEVELOPED - PLEASE USE AS A PLACEHOLDER

Or to take any other action related thereto.

Commented [LG7]: Zoning Articles update pending - plus some re-ordering of the zoning articles

(Select Board for Planning Board)

ARTICLE

(Zoning Bylaw Amendment: Residential Development Options - Flex Development)

To see if the Town will vote to amend Chapter 139 (Zoning) of the Code of the Town of Nantucket as follows (*NOTE: new language is shown as highlighted text, language to be deleted is shown by strikeout; these methods to denote changes are not meant to become part of the final text and, further, that non-sustentative changes to the numbering of this bylaw be permitted in order that it be in compliance with the numbering format of the Code of the Town of Nantucket*):

1. Amend section 8A(1)(b)[1] (restriction defining the protection of open space) as follows:

[1] A restriction defining the protection of the open space shall be enforceable by the Town of County of Nantucket and recorded at the Nantucket County Registry of Deeds or of the Land Court. In addition open space shall be:

[a] Owned by the Town or County of Nantucket; or

[b] Owned by the Nantucket Islands Land Bank; or

[c] Conveyed to an established nonprofit organization, a principal purpose of which is the conservation of open land; or

[d] Subject to a permanent conservation restriction, as provided in MGL c. 184, §§ 31 through 33, and owned in common by a corporation or trust composed of the owners of lots within the development. A letter of intent to hold the conservation restriction from the prospective holder shall be required before a final plan is endorsed.

[e] The Planning Board may waive this requirement for development containing at least 25% Affordable Housing, as defined in § 2 (Definitions) of this chapter.

Or to take any other action related thereto.

(Select Board for Planning Board)

ARTICLE

(Zoning Bylaw Amendment: ~~Technical Amendment~~ - Rear Lot Subdivision)

To see if the Town will vote to amend Chapter 139 (Zoning) of the Code of the Town of Nantucket, as follows (*NOTE: new language is shown as highlighted text, language to be deleted is shown by strikeout; these methods to denote changes are not meant to become part of the final text and, further, that non-sustentative changes to the*

Commented [LG8]: Planning FYI - Town Counsel recommending NOT using the words "Technical Amendment" per AG request

numbering of this bylaw be permitted in order that it be in compliance with the numbering format of the Code of the Town of Nantucket).

1. Amend section 8(F)(3)(d) (Residential development options- Special permit to create rear lot subdivision)

The number of building lots shall not exceed the number which may have otherwise been created on a conventional subdivision plan meeting all dimensional and upland requirements of the Zoning Bylaw and the requirements contained within the "Rules and Regulations Governing the Subdivision of Land," as may be amended from time to time, as demonstrated by the submission of a dimensioned lotting plan, or as shown on an Approval Not Required plan that is eligible to be endorsed by the Planning Board, or as shown on an Approval Required plan approved and endorsed by the Planning Board provided that the appeal period has lapsed without appeal.

Or to take any other action related thereto.

(Select Board for Planning Board)

ARTICLE

(Zoning Bylaw Amendment: Moorlands Management District MMD, Permit Granting Authority)

To see if the Town will vote to amend Chapter 139 (Zoning) of the Code of the Town of Nantucket, as follows (NOTE: new language is shown as highlighted text, language to be deleted is shown by strikeout; these methods to denote changes are not meant to become part of the final text and, further, that non-sustentative changes to the numbering of this bylaw be permitted in order that it be in compliance with the numbering format of the Code of the Town of Nantucket):

1. Amend section 13C (Uses allowed by special permit with site plan review) as follows:

Uses allowed by special permit with site plan review. The ~~Planning Board~~ Zoning Board of Appeals is hereby designated the sole special permit granting authority for all uses, structures and extension or alteration of uses or structures within the Moorlands Management District, including, but not limited to the following, except as stated in 13C(2) below, where the Planning Board shall be the special permit granting authority for subdivision:

Or to take any other action related thereto.

(Select Board for Planning Board)

ARTICLE

(Zoning Bylaw Amendment: Definitions - Tertiary Dwelling)

To see if the Town will vote to amend Chapter 139 (Zoning) of the Code of the Town of Nantucket as follows (NOTE: new language is shown as highlighted text,

language to be deleted is shown by strikeout; these methods to denote changes are not meant to become part of the final text and, further, that non-sustentative changes to the numbering of this bylaw be permitted in order that it be in compliance with the numbering format of the Code of the Town of Nantucket);

1. Amend section 2 (Definitions-Tertiary Dwelling) as follows:

(2) A third dwelling unit located on a lot, including the following options:

- (a) A garage apartment not exceeding 900 square feet of gross floor area.
- (b) A dwelling unit attached to or within a single-family dwelling, duplex, or an outbuilding or a dwelling unit attached to a studio or shed. ~~When a tertiary dwelling unit is the third unit, within a single structure, a special permit issued by the Planning Board is required.~~ The ground cover of the existing building shall not increase more than 900 square feet and the dwelling unit shall not contain more than 900 square feet of gross floor area.
- (c) A detached building containing not more than ~~650~~ 900 square feet of ground cover and not more than 900 square feet of gross floor area.

Or to take any other action related thereto.

(Select Board for Planning Board)

ARTICLE __

(Zoning Bylaw Amendment: Side and Rear Setbacks in R-1 and RC-2)

To see if the Town will vote to amend Chapter 139 (Zoning) of the Code of the Town of Nantucket, as follows *(NOTE: new language is shown as highlighted text, language to be deleted is shown by strikeout; these methods to denote changes are not meant to become part of the final text and, further, that non-sustentative changes to the numbering of this bylaw be permitted in order that it be in compliance with the numbering format of the Code of the Town of Nantucket);*

1. Amend section 2 (Definitions-Yard, Front) as follows:

The yard extending from the street line of a lot inwardly the required front-yard setback distance. For lots abutting two or more streets or ways, whether constructed or not, the required front yard setback shall be maintained from one street or way, and the required side yard setback shall be maintained from each other lot line, ~~except in the R-1 and RC-2 Districts, where a minimum ten-foot side yard setback shall be maintained from any other street or way, whether constructed or not.~~ For lots abutting one street or way, whether constructed or not, on more than one side or portion thereof, the Planning Board may grant a waiver by special permit to allow the required side yard or rear yard setback to be maintained from such portion of the lot as the Planning Board determines to be consistent with the purpose of this definition.

2. Amend section 16C(3) (Intensity regulations-additional requirements and exceptions for yards)

For lots abutting two or more streets or ways, whether constructed or not, the required front yard setback shall be maintained from one street or way, and the required side yard setback shall be maintained from each other lot line, ~~except in the R-1 and RC-2 Districts, where a minimum ten-foot side yard setback shall be maintained from any other street or way, whether constructed or not.~~

Or to take any other action related thereto.

(Select Board for Planning Board)

ARTICLE ____

(Zoning Bylaw Amendment: ~~Technical Amendment~~ Definitions - Apartment)

To see if the Town will vote to amend Chapter 139 (Zoning) of the Code of the Town of Nantucket, as follows (*NOTE: new language is shown as highlighted text, language to be deleted is shown by strikeout; these methods to denote changes are not meant to become part of the final text and, further, that non-sustentative changes to the numbering of this bylaw be permitted in order that it be in compliance with the numbering format of the Code of the Town of Nantucket*):

1. Amend section 2 (Definitions - Apartment) as follows:

A dwelling unit located within a commercial structure or detached structures on the same lot with a commercial use. An apartment(s) that is located within a commercial structure shall not occupy more than 50% of the first floor area of the commercial structure(s). The Planning Board may by special permit waive this requirement based on a finding that the commercial character of the area will not be negatively impacted by the location of a dwelling unit on the first floor of the commercial structure. A maximum of four apartments are allowed by right in certain districts, subject to the dimensional requirements set forth below. The Planning Board may issue a special permit to allow more than four apartments on larger lots, provided that: (1) the overall number of units shall not exceed the density set forth in the schedule below; and (2) the applicant shall demonstrate through submission of a dimensioned lotting plan that the subject property could be divided into multiple lots pursuant to a conventional subdivision plan without requiring waivers from the Planning Board's Rules and Regulations Governing the Subdivision of Land (as in effect at the time of application).

Or to take any other action related thereto.

(Select Board for Planning Board)

ARTICLE ____

(Zoning Map and Zoning Bylaw Change: LUG-3 to CI and Town and County Overlay District Change - Nantucket Airport (portion of))

To see if the Town will vote to take the following actions:

1. Amend the Zoning Map of the Town of Nantucket by placing a portion of the following property currently located in the Limited Use General-3 (LUG-3) district in Commercial Industrial (CI) district:

MAP	LOT	NUMBER	STREET
79	12 (portion of)	-	Nantucket Airport

2. Amend the map entitled "Town and Country Designations" by placing a portion of the following property currently located in the Country Overlay District (COD) in the Town Overlay District (TOD):

MAP	LOT	NUMBER	STREET
79	12 (portion of)	-	Nantucket Airport

*note, this is to accommodate anticipated airfield paving work in a small area directly abutting the existing airfield

All as shown on a map entitled "2024 Annual Town Meeting Warrant Article __ LUG-3 to CI and Town and Country Overlay District Change" dated XXXXXX and filed herewith at the Office of the Town Clerk.

Or to take any other action related thereto.

(Select Board for Planning Board)

ARTICLE __

(Zoning Map Change: RC-2 to CMI or CTEC- 43 Nobadeer Farm Road)

To see if the Town will vote to amend the Zoning Map of the Town of Nantucket by placing the following property currently located in the Residential Commercial 2 (RC-2) district in Commercial Mid-Island (CMI) or the Commercial Trade Entrepreneurship and Craft (CTEC) district:

MAP	LOT	NUMBER	STREET
69	17	43	Nobadeer Farm Road

All as shown on a map entitled "2024 Annual Town Meeting Warrant Article __ RC-2 to CMI or CTEC" dated XXXXXX and filed herewith at the Office of the Town Clerk.

Or to take any other action related thereto.

(Select Board for Planning Board)

ARTICLE __

(Zoning Map Change: R-5 to RC-2 and CTEC - Pine Crest Drive (portions of))

To see if the Town will vote to amend the Zoning Map of the Town of Nantucket by placing the following properties currently located in the Residential 5 (R-5) in the Residential Commercial 2 (RC-2) district:

MAP	LOT	NUMBER	STREET
68	418 (portion of)	11	Pine Crest Drive
68	993 (portion of)	13	Pine Crest Drive

To be formatted differently for final warrant:

based on LCP 16514-161 & 16514-160

Lots 11160, 1157, 1158, 1142? are staying R-5

Lots 1159 and 1166 are going to RC-2

Lots 1156, 1161, 1155, 1162, 1154, 1163, 1153, 1164, 1152, 1165 are going to CTEC

*note- because of ongoing negotiations related to the Pine Crest Subdivision "cleanup" and the timing of land court plans, land swaps, and zoning changes, these two parcels were inadvertently treated differently than the rest in the neighborhood. The change back to RC-2 is temporary (will revert back to R-5 next year) and would give these property owners the same benefits all other property owners in this area received.

All as shown on a map entitled "2024 Annual Town Meeting Warrant Article __ R-5 to RC-2" dated XXXXXX and filed herewith at the Office of the Town Clerk.

Or to take any other action related thereto.

(Select Board for Planning Board)

ARTICLE __

(Zoning Map Change: R-10 to R-10L - Nobadeer Way)

To see if the Town will vote to amend the Zoning Map of the Town of Nantucket by placing the following properties currently located in the Residential 10 (R-10) in the Residential 10 Limited (R-10L) district:

Map	Lot	Number	Street
68	50	1	Nobadeer Way
68	113	2	Nobadeer Way
68	169	3	Nobadeer Way
68	170	4	Nobadeer Way
68	171	5	Nobadeer Way
68	172	6	Nobadeer Way
68	118	7	Nobadeer Way
68	117	8	Nobadeer Way
68	116	9	Nobadeer Way
68	115	10	Nobadeer Way
68	114	11	Nobadeer Way

68	51	12	Nobadeer Way
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*note that this was already intended to change to R-10L pursuant to Article 60 at ATM22 (even the ATM summary states R-10L). The "L" was inadvertently deleted from the motion in the printed Warrant, technically making these properties located R-10.

All as shown on a map entitled "2024 Annual Town Meeting Warrant Article __ R-10 to R-10L" dated XXXXXX and filed herewith at the Office of the Town Clerk.

Or to take any other action related thereto.

(Select Board for Planning Board)

ARTICLE

(Zoning Map Change: Open Space Parcels - Various)

To see if the Town will vote to amend the Zoning Map of the Town of Nantucket by taking the following actions:

1. By placing the following properties currently located in the Residential-20 (R-20) Residential district in Limited Use General-3 (LUG-3):

Map	Lot	Number	Street
21	27.1	31	Quidnet Road
56	67	101	Hummock Pond Road
56	67.1	5	Millbrook Road
56	307	103	Hummock Pond Road
88	13	68	Nobadeer Avenue

2. By placing Assessor Map 65 Lot 21, 201 Hummock Pond Road currently located in the Village Residential (VR) district in the Limited Use General-3 (LUG-3).
3. By placing Assessor Map 48 Lot 7, 119 Baxter Road currently in the Siasconset Residential-20 (SR-20) district in Limited Use General-3 (LUG-3).
4. By placing Assessor Map 56 Lot 57, 109 Hummock Pond Road and Assessor Map 56 Lot 56, 107 Hummock Pond Road currently located in the Residential-40 (R-40) district in Limited Use General-3 (LUG-3).
5. By placing the following properties currently located in the Limited Use General-1 (LUG-1) district in the Limited Use General-3 (LUG-3) district:

Map	Lot	Number	Street
55	60	19	East Creek Road
55	64	174	Orange Street
55	65	2	Milestone Road

6. By placing the following properties currently located in the Limited Use General-2 (LUG-2) district in the Limited Use General-3 (LUG-3) district:

Map	Lot	Number	Street
13	21	47R	Squam Road
33	20	189	Eel Point Road
56	324.2	13	Millbrook Road
57	24	76	Millbrook Road
63	17.1	41	Sheep Pond Road
63	35	29	Sheep Pond Road

All as shown on a map filed herewith at the Office of the Town Clerk.

Or to take any other action related thereto.

(Select Board for Planning Board)

ARTICLE

(Town and Country Overlay District Change: 71 Hummock Pond Road)

To see if the Town will vote to amend the map entitled “Town and Country Designations” and referenced in Chapter 139 of the Code of the Town of Nantucket, section 5E, by placing the following property currently located in the Country Overlay District (COD) in the Town Overlay District (TOD):

MAP	LOT	NUMBER	STREET
56	320.1	71	Hummock Pond Road

***note- this is a companion article to the proposed citizen petition for a map change, in the event the Planning Board is supportive of the citizen request.**

All as shown on a map entitled “2024 Annual Town Meeting Warrant Article ___ COD to TOD” dated XXXXXX and filed herewith at the Office of the Town Clerk.

Or to take any other action related thereto.

(Select Board for Planning Board)

ARTICLE

(Zoning Map Change: R-40 to CN - 1 Evergreen Way and 21 Airport Road)

To see if the Town will vote to amend the Zoning Map of the Town of Nantucket by placing the following properties currently in the Residential-40 (R-40) district in the Commercial Neighborhood (CN) district:

MAP	LOT	NUMBER	STREET
68	727	1	Evergreen Way
68	54	21	Airport Road

All as shown on a map entitled “2024 Annual Town Meeting Warrant Article _____ R-40 to CN” dated October 2023 and filed herewith at the Office of the Town Clerk.

Or to take any other action related thereto.

(Mary E. Huber, et al)

ARTICLE

(Zoning Map Change: R-10 to CN - 3 Cobble Court)

To see if the Town will vote to take the following action in regard to the property listed herewith:

Map	Parcel	Number	Street
55	260	3	Cobble Court

(1) Amend the Zoning Map of the Town of Nantucket by placing the property noted above, currently located in the Residential 10 (R-10) district into the Commercial Neighborhood (CN) zoning district.

All as shown on a map filed herewith at the Office of the Town Clerk.

Further, the Owners agree to restrict the property from many of the commercial uses in the CN district, including the following uses:

- Supermarket
- Drive-thru takeout food
- Tavern/bar by Special Permit (a Tavern/bar that is accessory to a small restaurant is still OK)
- All formula businesses
- Laundromat/dry cleaning
- Marijuana establishment
- Alcohol sales
- Hospital (this does NOT include a medical clinic, which would still be allowed)
- Storage containers
- Motor vehicle sales
- Motor vehicle rental
- Motor vehicle repair or painting
- Motor vehicle service station
- Motor vehicle parking lot or structure
- Taxicab business
- Maritime service station
- Petroleum product storage or distribution facility
- Kennel

(Susan C. Ottison, et al)

ARTICLE

(Zoning Map Change: LUG-2 to R-20 - 25 Rugged Road)

To see if the Town will vote to take the following actions in regard to the following property:

Map	Lot	Number	Street
67	166	25	Rugged Road

- (1) Amend the Zoning Map of the Town of Nantucket by placing a portion of the foregoing property, not to exceed 30,000 SF, currently located in the Limited Use General - 2 (LUG-2) district, to the Residential-20 (R-20) zoning district:

All as shown on the attached map.

Or to take any other action related thereto.

(Irean Schreiber, et al)

ARTICLE

(Zoning Map Change: R-5 to CN - 75B Old South Road)

To see if the Town will vote to amend the Zoning Map of the Town of Nantucket by placing the following lot, now in both Residential-5 (R-5) and Commercial Neighborhood (CN) zoning districts, to solely the Commercial Neighborhood (CN) zoning district.

Map	Parcel	Lot	Number	Street
68	999.1	795 (a portion of)	75B	Old South Road

; or otherwise act thereon.

(Anne Kuszpa, et al)

ARTICLE

(Zoning Map Change: LUG-2 to R-40 - 71 Hummock Pond Road)

To see if the Town will vote to:

To amend the Zoning Map of the Town of Nantucket by placing the following property currently located in the Limited Use General 2 (LUG-2) district in the Residential 40 (R-40) district:

71 Hummock Pond Road (Tax map: 56, Parcel 320.1)

; or otherwise act thereon.

(David J. Buckley, et al)

ARTICLE

(Zoning Bylaw Amendment: New Section 139.9 - Middle Income Inclusionary Housing)

To see if the Town will vote to amend the Zoning Bylaw by CREATING NEW
SECTION 139-9: Middle Income Inclusionary Housing as follows:

139-9 MIDDLE INCOME INCLUSIONARY HOUSING

A. Purpose and Intent

This Bylaw is written to promote the public health, safety and welfare of the residents of Nantucket. The purpose of this Bylaw is to outline and implement a coherent set of policies and objectives for the development of so called “middle income” housing that supports a diverse population in compliance with the Nantucket Master Plan, Housing Production Plan and ongoing housing programs and housing development efforts within the Town of Nantucket.

B. Definitions

1. Middle income housing unit. A dwelling unit for which occupancy is restricted to an eligible household and whose rent or initial sale price is available at a cost of no more than 30% of gross household income of households at or below 240% of the Nantucket County area median income as reported by the U.S. Department of Housing and Urban Development or the Massachusetts Executive Office of Housing and Livable Communities (EOHLC), whichever is the most current.
2. Eligible household. An individual or family with household incomes that do not exceed 240% of the median income, with adjustments for household size, as reported by the United States Department of Housing and Urban Development (HUD) or the Massachusetts Executive Office of Housing and Livable Communities (EOHLC), whichever is the most current.

C. Applicability

1. Division of Land. Notwithstanding any regulation or bylaw to the contrary, this Bylaw shall apply to and require a special permit pursuant to §139-30 for the division or subdivision of land into five (5) or more lots whether on one or more contiguous lots or parcels held in common ownership as of the effective date of this Bylaw. Unless a special permit is otherwise required, the Planning Board’s special permit powers pursuant to Section 139-9 (C) shall be limited to enforcing the middle income housing inclusionary requirements of Section 139-9, et seq. of the Zoning Bylaw.
2. Multiple Units. In addition to the applicability of Section 139-9 (C)(1) and notwithstanding the second sentence of the term “Lot” in §139-2, this Bylaw shall apply to and require a special permit pursuant to §139-30 for the construction of five (5) or more dwelling units whether on one or more contiguous lots or parcels held in common ownership as of the effective date of this Bylaw. A Tertiary Dwelling as defined in §139-2 shall not be included in the determination of applicability of §139-9(C)(2).

3. Non Residential, Commercial Development. In addition to the applicability of Section 139-9 (C)(1) and (2) above and the inclusionary housing provisions set forth in Section 139-11(H), with the exception of activities defined as a home occupation, this Bylaw shall apply to and require a special permit pursuant to §139-30 for new non-residential, commercial development and expansion of existing non-residential, commercial uses or structures greater than five thousand (5,000) square feet.

D. Mandatory Provision of Attainable Units

1. The Planning Board shall, as a condition of approval of a development regulated by Sections 139-9 (C)(1), (C)(2) or (C)(3) above, require that the applicant for special permit approval comply with the obligation to provide middle income dwelling units pursuant to this Bylaw and more fully described in Section 139-9 (E) below.

E. Provision of Attainable Units

1. The Planning Board shall require that development regulated by Sections 139-9 (C)(1), (C)(2) or (C)(3) comply with the following minimum requirements, in addition to those imposed pursuant to the Planning Board's authority found in Section 139-30:

(a) At least twenty (20%) percent of the lots created in a division of land shall be designated and restricted to construction as middle income housing units in any one or combination of methods provided for below:

- (1) constructed or rehabilitated on the locus subject to the special permit; or
- (2) constructed or rehabilitated on a locus different than the one subject to the special permit (see Section 139-9(l), below).

(b) At least twenty (20%) percent of the dwelling units within a multiple unit development on one or more contiguous parcels held in common ownership as of the effective date of this Bylaw shall be designated and restricted to construction as middle income housing units in any one or combination of methods provided for below:

- (1) constructed or rehabilitated on the locus subject to the special permit; or
- (2) constructed or rehabilitated on a locus different than the one subject to the special permit (see Section 139-9(l), below).

(c) At least one dwelling unit per 5,000 square feet of non-residential gross floor area approved pursuant to §139-11 shall be:

- (1) constructed or rehabilitated on the locus subject to the special permit; or
- (2) constructed or rehabilitated on a locus different than the one subject to the special permit (see Section 139-9(l), below).

The applicant may offer, and the Planning Board may accept, any combination of the options contained in Section 139-9 (E)(a-c)(1)-(2) above, provided that in no event shall

the total number of middle income dwelling units provided be less than the equivalent number of middle income dwelling units required by this Bylaw. Fractions of a unit shall be rounded up to the next whole number. Examples: (1) a proposed land division of seven lots requires the contribution of two (2) middle income housing units; (2) a proposed development of eleven dwelling units on two or more contiguous lots held in common ownership as of the effective date of this Bylaw requires the contribution of three (3) middle income housing units and (3) a proposed Major Commercial Development of 15,000 gross floor area requires the contribution of three (3) middle income housing units.

F. Provisions Applicable to Middle Income Housing Units On- and Off-Site

1. Siting of middle income housing units. All middle income housing units constructed or rehabilitated under this Bylaw shall be situated within the development so as not to be in less desirable locations than market-rate units in the development and shall, on average, be no less accessible to public amenities, such as open space, as the market-rate units.
2. Minimum design and construction standards for middle income housing units. Middle income housing units within market rate developments shall be integrated with the rest of the development and shall be compatible in design, appearance, construction and quality of materials with other units.
3. Timing of construction or provision of middle income housing units or lots. Where feasible, middle income housing units shall be provided coincident to the development of market-rate units, but in no event shall the development of middle income units be delayed beyond constructing the required number of middle income housing units at a ratio of one middle income housing unit per every four market rate housing units.

Fractions of units shall be rounded up to the next whole number.

G. Local Preference

The Planning Board shall require the applicant to comply with local preference requirements, if any, as established by the Select Board or if none, as established by the Nantucket Housing Authority and/or the Nantucket Affordable Housing Trust, provided that local preference requirements comply with relevant federal and state law.

H. Marketing Plan for Middle Income Housing Units

Applicants under this Bylaw shall submit a marketing plan or other method approved by the Planning Board to the Planning Board for approval, which describes how the attainable units will be marketed to potential homebuyers or tenants. This plan shall include a description of the process to be used for selecting buyers or tenants.

I. Provision of Attainable Housing Units Off-Site

1. As an alternative to the requirements of Section 139-9(E)(1)(a-c), an applicant subject to the Bylaw may develop, construct or otherwise provide middle income housing units equivalent to those required by Section 139-9(E)(1) off-site, provided that such off site dwelling units are located within two (2) miles of the development subject to this Bylaw. All requirements of this Bylaw that apply to on-site provision of attainable units, shall apply to provision of off-site attainable units. In addition, the location of the off-site units to be provided shall be approved by the Planning Board as an element of the special permit review and approval process.

J. Maximum Incomes and Sale/Rental Price for Middle Income Housing Units

1. To ensure that only eligible households purchase or rent middle income housing units, prior to the purchase or, if the housing unit is rented, prior to the occupancy of a middle income housing unit approved pursuant to this Bylaw, the purchaser or tenant of a middle income housing unit shall certify, in writing, that his/her or their family's annual income or relevant assets does not exceed 240% of the median income, with adjustments for household size, as reported by the United States Department of Housing and Urban Development (HUD) and the Massachusetts Executive Office of Housing and Livable Communities (EOHLC), whichever is more current.

K. Preservation of Affordability; Restrictions on Resale or Rental

1. Each middle income dwelling unit created in accordance with this Bylaw shall have limitations governing its resale or rental options. The purpose of these limitations is to preserve the long-term affordability of the unit and to ensure its continued availability for middle income households. The resale controls shall be established through the imposition on the dwelling unit(s) of either a permanent affordable housing restriction (G.L. c. 184 §§31-32) or a deed restriction that constitutes a gift or devise for a public purpose pursuant to G.L. c. 184 §23.

2. Middle Income Housing Units that are Rented:

(a) The gross household income of an eligible household upon initial occupancy shall be no greater than two hundred and forty percent (240%) of the area median income as determined by United States Department of Housing and Urban Development (HUD) or the Massachusetts Executive Office of Housing and Livable Communities (EOHLC) whichever is more current.

(b) Rent, including utilities and any other fees to be charged to tenants shall not exceed thirty (30) percent of the gross household income of the eligible household occupying the middle income housing unit.

(c) After initial occupancy, the gross household income of an eligible household shall be verified annually to determine continued eligibility and rent all as set forth in the special permit issued by the Planning Board.

(d) The lease agreement shall specify that should an eligible household's gross income exceed 240% of the area median after the first year of occupancy, the tenant will have until the expiration of the lease to vacate the dwelling unit. Notwithstanding, said dwelling unit will not qualify as a middle income housing until the dwelling unit is vacated and rented to a new eligible household.

3. Middle Income Housing Units that are Sold:

(a) The gross household income of an eligible household upon initial purchase and occupancy and all subsequent purchases and occupancy shall be no greater than two hundred and forty percent (240%) of the area median income as determined by United States Department of Housing and Urban Development (HUD) or the Massachusetts Executive Office of Housing and Livable Communities (EOHLC) whichever is more current.

4. The Planning Board shall require, as a condition for the issuance of a special permit under this Bylaw, that the applicant comply with the mandatory set-asides of middle income housing units and accompanying restrictions on affordability, including the execution of an affordable housing restriction or deed restrictions as set forth above. The Building Commissioner shall not issue an occupancy permit for any middle income dwelling unit required by this Bylaw until said affordable housing or deed restriction is recorded at the Nantucket County Registry of Deeds.

L. Severability

The provisions of this Section 139-9 et seq. are severable and if any such provision shall be held invalid by any decision of a court of competent jurisdiction, such decision shall not impair or otherwise affect any other provisions of this Section.

(Anne Kuszpa, et al)

ARTICLE

(Zoning Bylaw Amendment: Definitions and Word Usage/Ground Cover/Greenhouse)

To see if the Town will vote to: Add the terms "Greenhouse or Greenhouse Shed" as options in addition to "shed" for the (200 square feet) of the allowable ground coverage currently applicable to "shed" only.

Current Article as Printed

139-2A {52} GROUND COVER Ch. 139: Zoning/ Ch 139 Art1: Purpose;

Definitions/ 139-2: Definitions and word usage.

The horizontal area of a lot covered at a grade by structures, together with those... detached shed not exceeding 200 square feet in ground cover and 16 feet in height, as measured from the top...

Proposed addition to current Article as Printed to include the following in highlight:

139-2A {52} GROUND COVER Ch. 139: Zoning/ Ch 139 Art1: Purpose;

Definitions/ 139-2: Definitions and word usage.

The horizontal area of a lot covered at a grade by structures, together with those... detached shed, ~~greenhouse or greenhouse shed~~ not exceeding 200 square feet in ground cover and 16 feet in height, as measured from the top...

; or otherwise act thereon.

(Beth Jekanowski, et al)

ARTICLE

(Zoning Bylaw Amendment: Moorlands Management District Pool Prohibition)

To see if the Town will vote to amend Chapter 139 of the Code of the Town of Nantucket (Zoning Bylaw) by making the following changes [note: language to be deleted is shown by strikeout and language to be added is shown as highlighted; this method to denote changes is not meant to become part of the final text]:

Amend Section 139 Attachment 2, Town of Nantucket Use Chart (See Section 139-7A) as follows on attached Use Chart.*

And

Amend Section 139-13 (C) as follows:

C. Uses allowed by special permit with site plan review. The Planning Board is hereby designated the sole special permit granting authority for all uses, structures and extension or alteration of uses or structures within the Moorlands Management District, including, but not limited to the following: **[Amended 5-5-1992 ATM by Art. 40, AG approval 8-3-1992; 4-14-1997 ATM by Art. 49, AG approval 8-5-1997; 4-10-2002 ATM by Art. 36, AG approval 7-31-2002; 4-1-2017 ATM by Art. 73, AG approval 5-31-2017]**

(1) One single-family dwelling unit exceeding 800 square feet of ground coverage, including structures and uses normally considered accessory thereto, may be allowed, provided that each special permit granted shall include conditions requiring the siting of structures and uses in a manner which minimizes potentially adverse effects on the moorlands environment and its scenic integrity.

(2) Subdivision of properties located within the Moorlands Management District shall require a special permit.

(a) The issuance of a special permit for subdivision in the Moorlands Management District shall include conditions as to the layout of lots, the

design and location of public improvements, and the establishment of permitted building envelopes, so as to minimize potentially adverse effects on the moorlands environment and its scenic integrity.

(b) The Planning Board shall have the authority to require clustering of lots as a condition for the issuance of the special permit in order to accomplish the above-stated objectives.

(3) Swimming Pools (Residential and Commercial) and outdoor Hot Tub/Spas are prohibited from the Moorlands Management District.

(Emily Molden, et al)

* Referenced Section 139 Attachment 2, Town of Nantucket Use Chart can be found on page XX).

(Bylaw Amendment: Chapter 123: Short-Term Rentals)

To see if the Town will vote to amend Chapter 123 of the Town Ode (Short-Term Rentals) as follows (language to be interested shown in highlight):

Chapter 123. Short-Term Rentals

[HISTORY: Adopted by the Annual Town Meeting of the Town of Nantucket 5-2-2022 by Art. 39, approved 11-3-2022. Amendments noted where applicable.]

§ 123-1. Purpose and intent.

This bylaw is enacted pursuant to the Town's Home Rule Authority and the authority set forth in General Laws c. 64G, § 14 and is intended to provide for an orderly process for identifying, registering, and regulating short-term rentals within the Town so as to insure that such short-term rentals do not create or cause any nuisance conditions within the Town.

§ 123-2. Definitions.

As used in this chapter, the following terms shall have the meanings indicated:

OPERATOR

A person operating a short-term rental, including, but not limited to, the owner or proprietor of such premises, the lessee, sublessee, mortgagee in possession, licensee or any other person otherwise operating such short-term rental. It is the intent of this bylaw that the operator shall have the same meaning as set forth in General Laws c. 64G, § 1.

SHORT-TERM RENTAL

A dwelling unit or portion(s) thereof that is not a transient residential facility, where:
(i) at least one room or dwelling unit is rented to an occupant or sub-occupant; and
(ii) all accommodations are reserved in advance. Rental periods with a change in

occupancy in excess of 31 calendar days shall not be considered a short-term rental. The rental of property for a total of 14 days or less in any calendar year shall not be considered a short-term rental.

TRANSIENT RESIDENTIAL FACILITY

Shall have the same meaning as in Chapter 139 of the Town Code.

§ 123-3 Registration, permitting, inspection and fees.

- A. No person shall operate a short-term rental without having first obtained a certificate of registration from the Board of Health. An application for a certificate of registration shall be on a form provided by the Town and shall contain the Department of Revenue identification number or proof of exemption under G.L. c. 64G. The operator shall provide with the application a certificate of registration issued by the Department of Revenue in accordance with § 67 of Chapter 62C of the General Laws.
- B. The annual fee for such certificate of registration shall be set forth in the regulations issued pursuant to § 123-4.
- C. The application for the certificate of registration shall include an attestation that the owner and/or operator is in compliance with all applicable federal, state and local laws, including but not limited to G.L. c. 64G and the Fair Housing Act, G.L. c. 151B, and local equivalents and regulations related thereto, and all other regulations applicable to residential dwellings, and that the owner and/or operator of the property is current with all Town taxes, water, and sewage charges and other fees, subject to the requirements of Chapter 19, §§ 13 through 18, of the Town Code. Any property offered for a short-term rental shall not have any outstanding building, sanitary, zoning, or fire code violations, orders of abatement, or stop-work orders. Nothing contained herein shall relieve the owner or operator from complying with all local permits, rules and regulations issued by the Board of Health and other Town boards generally applicable to resident dwelling units.
- D. The Board of Health shall not issue any certificate of registration unless the operator has:
 - (1) Submitted a complete application and paid all associated fees;
 - (2) Provided contact information for the operator and persons designated to address any issues at the short-term rental within two hours' notice; and
 - (3) Provided the Town with a certificate of insurance evidencing liability insurance coverage for the short-term rental in an amount to be determined by the regulations issued pursuant to § 123-4.

- E. Operators are subject to inspection of the short-term rental by the Board of Health upon reasonable notice via consent or administrative warrant, or without such notice in the event of an imminent threat to public health or safety.
- F. Certificates of registration are valid for one year and may be renewed at the discretion of the Town, provided that the operator has complied with the provisions of this chapter and any associated regulations during the preceding year. An application for renewal of a certificate of registration shall be submitted along with the annual fee no later than November 1 of the next year.
- G. The certificate of registration is issued to the operator and does not run with the land. If the short-term rental is sold or transferred out of ownership, a new application for a certificate of registration shall be filed by the new operator before short-term rentals can continue or resume.
- H. Short-Term Rentals are prohibited in dwelling units owned by a corporation. Short Term Rentals are permitted in dwelling units owned by an LLC or Trust only when every shareholder, partner, or member of the legal entity is a natural person, as established by documentation provided by the applicant at the time of registration.
- I. An Owner may register to operate only two dwelling units as a Short-Term Rentals. If a person owns three or more properties, or owns two and is listed as a manager or agent for a third or more that is or are owned by an LLC, for example, that person must choose two to be registered as a Short-Term Rental. No person shall have more than two legal or equitable titles or beneficial interests in any dwelling unit used for a Short-Term Rental except as provided for above. An Owner may hire a property management company to list and manage Short-Term Rentals, but the registration must be in the Owner's name.

§ 123-4. Regulations.

The Board of Health, subject to the approval of the Select Board, shall promulgate regulations to carry out and enforce the provisions of this chapter. Such regulations may also include but are not limited to requirements to insure that the operation of the short-term rental does not create or cause a nuisance to the surrounding neighborhood due to unreasonable noise, overburdening of parking areas, and other nuisance conditions. Events that include tents or amplified music or which would customarily require a license or permit are not allowed in Short-Term rentals.

§ 123-5. Enforcement.

- A. Whoever violates any provision of this bylaw or a regulation promulgated hereunder may be penalized by indictment or on complaint brought in the district court. The Town may seek to enjoin violations thereof through any lawful process, and the election of one remedy by the Town shall not preclude enforcement through any other lawful means.

- B. Whoever violates any provision of this bylaw or a regulation promulgated hereunder may be penalized by a noncriminal disposition process as provided in Massachusetts General Laws, Chapter 40, § 21D and the Town's noncriminal disposition bylaw (Chapter 1 of the Town Code). If noncriminal disposition is elected, then any person who violates any provision of this bylaw or regulation shall be subject to a penalty in the amount of \$100 for the first offense; \$200 for the second offense; and \$300 for a third and subsequent offense. Each day or portion thereof shall constitute a separate offense. The Board of Health or its agent, or any police officer of the Town, shall be the enforcing authority.
- C. If a notice of violation of this bylaw or any regulation promulgated hereunder or other order is issued to the operator or the owner of the property by the Board of Health or its designee, after a certificate of registration is issued, the Board of Health, after a hearing, may suspend for a period of time determined by the Board of Health or revoke said certificate of registration until the violation has been cured or otherwise resolved. Multiple violations by any operator may, at the discretion of the Board of Health and after a hearing, disqualify that operator from obtaining a certificate of registration for a period of up to three years.
- D. In accordance with G.L. c. 64G, § 14(v), the Town may assess a civil penalty not to exceed \$5,000 for any violation of this bylaw or a regulation issued hereunder. Each day a violation continues shall be considered a separate offense.

§ 123-6. Severability.

If any provision in this chapter shall be held to be invalid by a court of competent jurisdiction, then such provision shall be considered separately and apart from the remaining provisions, which shall remain in full force and effect.

§ 123-7. Effective date.

The provisions of this chapter shall take effect on the day this bylaw becomes effective pursuant to General Laws Chapter 40, § 21, or January 1, 2023, whichever is later.

(Michael Kopko, et al)

ARTICLE

(Zoning Bylaw Amendment: Definitions and Word Usage/Residential Rental Use)

To see if the Town will vote to amend Chapter 139 of the Town Code (Zoning) as follows, provided that the provisions of this chapter shall take effect upon approval by Town Meeting pursuant to G.L. c. 40A, § 5 and G.L. c. 40, § 21, and subsequent approval by the Attorney General.

1. Amend § 139-2 (Definitions and Word Usage) by inserting or revising the following terms and definitions and inserting them in alphabetical order.

COMMERCIAL As in a trade, occupation, or business, including a transient residential facility or corporation, but excluding governmental, religious or private residential uses, which includes rental of dwelling units or parts thereof.

CORPORATIONS. All business and charitable corporations required to file Articles of Incorporation and Annual Reports with the Massachusetts Secretary of State or an equivalent agency of another state, pursuant to M.G.L. c. 156D, § 2 or M.G.L. c. 180, § 4, respectively.

LONG TERM RENTAL A dwelling unit or portion(s) thereof that is not a transient residential facility, where: (i) at least one room or dwelling unit is rented to an occupant or sub-occupant and (ii) change in occupancy is in excess of 31 calendar days.

SHORT-TERM RENTAL A dwelling unit or portion(s) thereof that is not a transient residential facility, where: (i) at least one room or dwelling unit is rented to an occupant or sub-occupant; and (ii) all accommodations are reserved in advance. Rental periods with a change in occupancy in excess of 31 calendar days shall not be considered a short-term rental. The rental of property for a total of 14 days or less in any calendar year shall not be considered a short-term rental.

2. Amend § 139-7A (Use Chart) by inserting Short Term Rental and Long Term Rental between Tertiary Dwelling and Apartment Building in the Use column and inserting the designation Y in all district columns except the Commercial Industrial (CI) district, where the designation N shall be inserted.

3. Amend § 139-7B by inserting (8) notwithstanding the permission to engage in the Short Term Rental of a dwelling granted in the Use Chart, no person or entity shall engage in the activity of Short Term Renting unless that activity is in strict compliance with all present and future regulations contained in Chapter 123 of the Town Code.

Or to take any other action related thereto.

(Steven Cohen)

ARTICLE

(Bylaw Amendment: Short-Term Rentals)

To see if the Town will vote to amend Chapter 123 of the Town Code (Short-Term Rentals) and further to authorize the Town Clerk to make non-substantive, ministerial revisions to the numbering of this bylaw in order that it be in compliance with the numbering format of the Code of the Town of Nantucket; or to take any other action relative thereto:

Town of Nantucket, MA / Division 1: Bylaws / Part II: General Legislation
Chapter 123 Short-Term Rentals

[HISTORY: Adopted by the Annual Town Meeting of the Town of Nantucket 5-2-2022 by Art. 39, approved 11-3-2022. Amendments noted where applicable.]

§ 123-1 Purpose and intent.

This bylaw is enacted pursuant to the Town's Home Rule Authority and the authority set forth in Massachusetts General Laws c. 64G, § 14 and is intended to:

- (1) provide for an orderly process for identifying, registering, and regulating short-term rentals within the Town so as to insure that such short-term rentals do not create or cause any nuisance conditions within the Town.
- (2) prevent the further growth of residential dwellings owned by corporations and used for the purpose of Short Term Rentals.
- (3) continue to permit the operation of Short Term Rentals by natural persons.
- (4) allow the Town to implement the Short Term Rental (STR) registration process and to collect sufficient data to accurately assess the practice of STRs, including the impact (if any) this practice may have on affordable/attainable housing and to subsequently develop additional regulations, if such data demonstrates additional regulation is necessary.

§ 123-2 Definitions.

As used in this chapter, the following terms shall have the meanings indicated:

CORPORATIONS.

All business and charitable corporations required to file Articles of Incorporation and Annual Reports with the Massachusetts Secretary of State or an equivalent agency of another state, pursuant to M.G.L. c. 156D, § 2 or M.G.L. c. 180, § 4, respectively.

NATURAL PERSON.

A natural person is a title used to identify an individual human being.

OPERATOR

A person operating a short-term rental, including, but not limited to, the owner or proprietor of such premises, the lessee, sublessee, mortgagee in possession, licensee or any other person otherwise operating such short-term rental. It is the intent of this bylaw that the operator shall have the same meaning as set forth in General Laws c. 64G, § 1.

SHORT-TERM RENTAL

A dwelling unit or portion(s) thereof that is not a transient residential facility, where: (i) at least one room or dwelling unit is rented to an occupant or sub-occupant; and (ii) all accommodations are reserved in advance. Rental periods with a change in occupancy in excess of 31 calendar days shall not be considered a short-term rental. The rental of

property for a total of 14 days or less in any calendar year shall not be considered a short-term rental.

TRANSIENT RESIDENTIAL FACILITY

Shall have the same meaning as in Chapter 139 of the Town Code.

Unless otherwise specifically provided in this bylaw, terms used in this bylaw shall have the same meaning as set forth in M.G.L. c. 64G.

§ 123-3 Registration, permitting, inspection and fees.

A. No person or other legal entity shall operate a short-term rental without having first obtained a certificate of registration from the Board of Health. An application for a certificate of registration shall be on a form provided by the Town and shall contain the Department of Revenue identification number or proof of exemption under G.L. c. 64G. The operator shall provide with the application a certificate of registration issued by the Department of Revenue in accordance with § 67 of Chapter 62C of the General Laws.

B. The annual fee for such certificate of registration shall be set forth in the regulations issued pursuant to § 123-4.

C. The application for the certificate of registration shall include an attestation that the owner and/or operator is in compliance with all applicable federal, state and local laws, including but not limited to G.L. c. 64G and the Fair Housing Act, G.L. c. 151B, and local equivalents and regulations related thereto, and all other regulations applicable to residential dwellings, and that the owner and/or operator of the property is current with all Town taxes, water, and sewage charges and other fees, subject to the requirements of Chapter 19, §§ 13 through 18, of the Town Code. Any property offered for a short-term rental shall not have any outstanding building, sanitary, zoning, or fire code violations, orders of abatement, or stop-work orders. Nothing contained herein shall relieve the owner or operator from complying with all local permits, rules and regulations issued by the Board of Health and other Town boards generally applicable to resident dwelling units.

D. The Board of Health shall not issue any certificate of registration unless the operator has:

- (1) Submitted a complete application and paid all associated fees;
- (2) Provided contact information for the operator and persons designated to address any issues at the short-term rental within two hours' notice; and
- (3) Provided the Town with a certificate of insurance evidencing liability insurance coverage for the short-term rental in an amount to be determined by the regulations issued pursuant to § 123-4.

E. Operators are subject to inspection of the short-term rental by the Board of Health upon reasonable notice via consent or administrative warrant, or without such notice in the event of an imminent threat to public health or safety.

F. Certificates of registration are valid for one year and may be renewed at the discretion of the Town, provided that the operator has complied with the provisions of this chapter and any associated regulations during the preceding year. An application for renewal of a certificate of registration shall be submitted along with the annual fee no later than November 1 of the next year.

G. The certificate of registration is issued to the operator and does not run with the land. If the short-term rental is sold or transferred out of ownership, a new application for a certificate of registration shall be filed by the new operator before short-term rentals can continue or resume.

H. Any corporation, who owned a property and the structure(s) thereon and has been issued a Certificate of Occupancy (as applicable as determined by the Building Commissioner), unless a Certificate of Occupancy was not required for a dwelling unit prior to the adoption of the State Building Code as determined by the Building Commissioner, prior to the May 2024 Annual Town Meeting, shall be allowed to short term rent such property as has been customary in Nantucket, and shall be exempt from Subsection I of this Section 123-3. When a dwelling unit is transferred or conveyed, or the certificate of registration issued by the Town pursuant to § 123-3 of this chapter is not renewed, any subsequent Short-Term Rental of the dwelling unit shall be subject to all of the requirements of this chapter, including Section I, except that if a dwelling unit is transferred to a person or other beneficiary by will, inheritance or gift, any Short-Term Rental activities shall be exempt from subsection I. Any Short-Term Rental contract for a period of time in Calendar Year 2024 that is entered into prior to the effective date of this bylaw amendment shall be exempt from the provisions of subsection I.

I. Short-Term Rentals are prohibited in dwelling units owned by a corporation and shall not be eligible to receive a certificate of registration. Short-Term Rentals are permitted and eligible to receive a certificate of registration in dwelling units owned by an LLC or Trust or a solely family-owned S Corporation, only when every shareholder, partner, or member of the legal entity is a natural person, as established by documentation provided by the applicant at the time of registration. The Board of Health may adopt regulations pursuant to § 123-4 establishing the documentation required to establish eligibility under this section. This registration documentation shall include an attestation that the operator(s) are not a corporation and are all natural persons.

§ 123-4 Regulations.

The Board of Health, subject to the approval of the Select Board, shall promulgate regulations to carry out and enforce the provisions of this chapter. Such regulations may also include but are not limited to requirements to insure that the operation of the short-term rental does not create or cause a nuisance to the surrounding neighborhood due to unreasonable noise, overburdening of parking areas, and other nuisance conditions.

§ 123-5 Enforcement.

A. Whoever violates any provision of this bylaw or a regulation promulgated hereunder may be penalized by indictment or on complaint brought in the district court. The Town may seek to enjoin violations thereof through any lawful process, and the election of one remedy by the Town shall not preclude enforcement through any other lawful means.

B. Whoever violates any provision of this bylaw or a regulation promulgated hereunder may be penalized by a noncriminal disposition process as provided in Massachusetts General Laws, Chapter 40, § 21D and the Town's noncriminal disposition bylaw (Chapter 1 of the Town Code). If noncriminal disposition is elected, then any person who violates any provision of this bylaw or regulation shall be subject to a penalty in the amount of \$100 for the first offense; \$200 for the second offense; and \$300 for a third and subsequent offense. Each day or portion thereof shall constitute a separate offense. The Board of Health or its agent, or any police officer of the Town, shall be the enforcing authority.

C. If a notice of violation of this bylaw or any regulation promulgated hereunder or other order is issued to the operator or the owner of the property by the Board of Health or its designee, after a certificate of registration is issued, the Board of Health, after a hearing, may suspend for a period of time determined by the Board of Health or revoke said certificate of registration until the violation has been cured or otherwise resolved. Multiple violations by any operator may, at the discretion of the Board of Health and after a hearing, disqualify that operator from obtaining a certificate of registration for a period of up to three years.

D. In accordance with G.L. c. 64G, § 14(v), the Town may assess a civil penalty not to exceed \$5,000 for any violation of this bylaw or a regulation issued hereunder. Each day a violation continues shall be considered a separate offense.

§ 123-6 Severability.

If any provision in this chapter shall be held to be invalid by a court of competent jurisdiction, then such provision shall be considered separately and apart from the remaining provisions, which shall remain in full force and effect.

§ 123-7 Effective date.

The provisions of this chapter shall take effect on the day this bylaw becomes effective pursuant to General Laws Chapter 40, § 21, or January 1, 2023, whichever is later

Or to take any other action related thereto.

(Steven Cohen, et al)

BYLAW AMENDMENT ARTICLES:

PENDING:

- BICYCLE/HELMET BYLAW AMENDMENTS X 2 - WAITING ON TRANSPORTATION PLANNER UPDATES TO FORMATTING

ARTICLE

(Bylaw Amendment: Streets and Sidewalks/Map Reference)

To see if the Town will vote to amend Chapter 127 (Streets and Sidewalks) of the Code of the Town of Nantucket, as follows *(NOTE: new language is shown as highlighted text, language to be deleted is shown by strikeout; these methods to denote changes are not meant to become part of the final text and, further, that non-sustentative changes to the numbering of this bylaw be permitted in order that it be in compliance with the numbering format of the Code of the Town of Nantucket):*

1. Amend section 127-20(A) ("Exceptions - Areas located within the Town Overlay District") as follow:

Areas located within the Town Overlay District (not including traffic signals or road widenings for vehicle capacity or installation of signs) as depicted on the map entitled "~~Town and County Overlay District,~~" dated January 2, 2002, Nantucket Planning and Economic Development Commission (Article 37, 2002 ATM) as duly amended and on file at the Town Clerk's office "~~Town and County Designations~~" as may be amended from time to time.

Or take any other action related thereto.

(Select Board)

ARTICLE

(Bylaw Amendment: Car Rental Agencies, Registration of)

To see if the Town will vote to amend Chapter 58 (Car Rental Agencies, Registration of) of the Code of the Town of Nantucket as follows *(NOTE: new language is shown as highlighted text, language to be deleted is shown by strikeout; these methods to denote changes are not meant to become part of the final text; and, further, that non-substantive changes to the numbering of this bylaw be permitted in order that it be in compliance with the numbering format of the Code of the Town of Nantucket):*

§58-1. Definitions.

RENTAL AGENCY -- A person, business or corporation engaged in the Town of Nantucket in the business of renting, leasing or keeping for rent any motor vehicle. This definition shall include any individual renting a motor vehicle via a motor vehicle sharing or peer-to-peer vehicle sharing business or platform.

§58-3. Annual fee; issuance of licenses and stickers.

- A. Each application for a rental agency license shall be accompanied by a nonrefundable application fee as established by the Select Board. The application shall include a listing of the registration number of each motor vehicle available or to be available for lease for the year in which the license is to be

Commented [LG9]: SB - NEW article, submitted by PLUS

Commented [LG10R9]: The new language is copied from 139-4 of the Zoning Bylaw. Currently, this map may be found on the Town's website under the GIS Maps section, or by using the interactive filters on the GIS Map. The dated language refers to a prior and specific version of this map and does not allow the flexibility for updates.

Commented [LG11]: SB - added per prior discussion

valid. Licenses for rental agencies shall be issued on a calendar-year basis and shall be issued after payment of an annual fee of \$100 per rental motor vehicle; provided, however, that no payment of such fee shall be required for a motor vehicle upon which an excise has been assessed, levied and paid to the Town of Nantucket under the provisions of Chapter 60A of the General Laws. The Select Board shall issue a license to each approved applicant, which shall be posted in a conspicuous manner at the place of business.

- B. The total number of motor vehicles available for lease on the island of Nantucket shall not exceed 700. The Select Board shall issue each rental agency one rental vehicle medallion (RVM) for each motor vehicle listed in its 1996 application and which received a rental sticker. Each RVM constitutes the nonexpiring right to lease one motor vehicle. A rental agency shall possess one RVM for each motor vehicle listed in its application beginning in 1998.
- C. Upon issuance of the license, the Select Board shall provide one annual rental sticker for each motor vehicle listed in the approved application, which shall be affixed by the licensee to the left rear bumper of each motor vehicle so listed. Each sticker shall recite the registration number of the vehicle to which it is affixed.
- D. RVM's are transferable, with or without consideration, to any other rental agency or entity. Such transfers may be made whenever, and to the extent that, the number of RVM's held by the transferor exceeds the number of unexpired annual stickers issued to the transferor. A transfer shall be effective upon written notice of the transfer, by the transferor, to the Select Board. Should a rental agency surrender its RVM rights to the Select Board, or should the Select Board possess surplus RVM's from any other cause, these RVM's may be retained by the Town and/or may be re-issued at a fee to be established from time to time by the Select Board. Any RVM's not obtained by any rental agency by the end of any calendar year shall be considered surplus as of January first and may be retired by the Town at that time.
- E. RVMs are intended to be kept in use by licensed rental agencies. A current license holder applying for a renewal license for the next calendar year shall file a renewal application by October 1st. Such renewal application shall include a copy of the vehicle registration for any vehicle currently utilizing a RMV. If the Town obtains information suggesting that a rental agency is holding one or more RMVs that are not in use, the Select Board may conduct a hearing on the issue, after providing written notice to the agency with a minimum of seven days advance notice of said hearing. After providing a hearing, the Select Board may take such action as it deems necessary and appropriate, including but not limited to a suspension or revocation of one or more medallions. Any revoked medallions may be issued by the Select Board to another agency pursuant to §58-3 and any policy or regulation for awarding RMVs adopted by the Select Board.

(Select Board)

DRAFT

ARTICLE

(Bylaw Amendment: Chapter 58: Car Rental Agencies, Registration of)

Chapter 58: Equal Access To Rental Vehicle Medallions For New Local Small Businesses & Nantucket Residents

- No person, business or corporation shall hold more than 20% of total available rental vehicle medallion (RVM's).
- No person, business or corporation shall acquire more than 20% of the RVM's newly available for distribution or redistribution in any calendar year. The town of Nantucket shall hold any unpurchased medallions and keep public record of these available RVM's.
- 300 additional RVM's shall be issued over the next 3 years, with 100 new RVM's to be issued in 2024 and 100 new RVM's in each of the 2 subsequent years bringing the total number of RVM's to 1000 in 2026.
- No person, business or corporation shall hold any RVM "inactively" more than two years after the initial date of purchase without assigning the RVM to a specific vehicle. Any such unutilized RVM's shall be automatically returned to the pool of available RVM's after two years.
- The town of Nantucket will keep an accounting for public record of the following:
 - RVM ownership per person, business or corporation as well as the date of issue for each RVM actively or "inactively" held
 - The total number of available RVM's
 - RVM Waitlist and date of application per applicant
- The priority of distribution and redistribution of available RVM's shall be given to Nantucket residents and Massachusetts based businesses and corporations holding less than 50 RVM's. Any remaining RVM's shall be distributed on a first come first serve basis from the waitlist.

(Rebecca McCrensky, et al)

- STR – IS THE BOARD DOING ANYTHING WITH THE STR BYLAW?

ARTICLE

(Home Rule Petition: Authorization to Establishment of Nantucket Islands as Coastal Resiliency District(s))

To see if the Town will vote to authorize the Select Board to petition the General Court to enact special legislation as set forth below; provided, however, that the General Court may with the approval of the Select Board, make constructive changes in language that may be necessary or advisable towards perfecting the intent of this legislation in order to secure passage:

AN ACT AUTHORIZING THE TOWN AND COUNTY OF NANTUCKET TO
ESTABLISH COASTAL
RESILIENCY DISTRICT(S)

Commented [LG12]: Vicki - is it multiple where needed? Or the whole Island(s)?

Commented [LG13]: Include the County, yes? Or?

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

SECTION 1. It is in the best interests of the people of the Town and County of Nantucket to establish a Coastal Resiliency District(s) in order for the Town to be prepared and plan for the necessary public improvements to mitigate the effects of coastal erosion and shoreline change to the Town's coastline, sea level rise, flooding or other coastal hazards with resilience related infrastructure to reduce the threats to life, injury and property damage, utilities and infrastructure, prevent the occurrence of public emergencies, avoid the loss of roadways and utility services, reduce damage to public and private property, provide for the planning and preparation of coastal resiliency measures, and to provide funding for such planning and preparation measures. The Town of Nantucket is hereby authorized to establish a Coastal Resiliency District that will enable the Town to prepare and plan for public improvement projects that will address these environmental effects and to provide funding by those property owners who will benefit from these public improvements projects. The Coastal Resiliency District shall be described as the geographical boundaries of the entirety of the islands of Nantucket.

Commented [LG14]: "to allow for the Town" ?

SECTION 2. It being in the public interest of the residents of the town that the Select Board, by a majority vote, is hereby authorized to designate coastal resiliency sub-districts which will be defined by geographical boundaries as conditions and circumstances warrant, which will enable the town to address effects of erosion and flooding in specific Coastal Resiliency Sub-Districts with the necessary development of planning and prevention contingencies, including but not limited to the relocation of roadways, utilities and infrastructure as well as the construction of structural improvements or coastal resilience related improvements to respond to erosion, flooding or damage to public and private property; and further to enable the Town to prepare for public and private funding of coastal resilience projects by identifying the properties within the Coastal Resiliency District as a whole or the Sub-Coastal Resiliency Districts, which will benefit from the planning and development of these projects.

Commented [VM15]: Should reference a plan or map of the Island?

Commented [LG16R15]: Not sure if there is a more official id? But I say "islands" because that would encompass Tuckermuck and Muskeget - even though erosion control measures undertaken by the Town there would be unlikely. I was going by "Nantucket IslandS Land Bank Commission"

SECTION 3. Notwithstanding the provisions of chapters 40, 80 and 83 of the General Laws to the contrary, the town and/or County of Nantucket may make betterment assessments upon owners of land within a Coastal Resiliency District or Sub-Coastal Resiliency District for costs of public improvements which may include the costs of coastal resiliency projects, including but not limited to the construction and maintenance of coastal erosion structures in said District or Sub-District from which they benefit, and which may include but not be limited to the relocation of roadways, utilities, including both water and sewer, and infrastructure..

SECTION 4. This act shall take effect upon its passage.

Or to take any other action related thereto.

(Select Board)

ARTICLE

(Bylaw: Coastal Resiliency District)

To see if the Town will vote to add a new Chapter to the Code of the Town of Nantucket, Chapter ____ "Coastal Resiliency District" as follows:

§ __ 1. Definition. The Coastal Resiliency District is described by geographical boundaries to limit the area to benefit from the projects undertaken and protection of the risk areas within the Coastal Resiliency District. The area constituting the Coastal Resiliency District is the entirety of the Island of Nantucket as shown on a map entitled "____", dated ____, prepared by ____, a copy of which is available in the Office of the Town Clerk.

2. Statement of Purpose. The purposes of a Coastal Resiliency District (CRD) are to enable the Town to mitigate against the effects of ~~beach and bluff coastal erosion and erosion of shoreline change~~ to the Town's coastline, sea level rise, flooding or other coastal hazards with resilience related infrastructure to reduce the threats to life, personal injury and property damage, utilities and infrastructure which service the Coastal Resiliency District, prevent the occurrence of public emergencies, avoid the loss of roadways and utility services, reduce damage to public and private property, provide for the planning and preparation of coastal resiliency measures to protect and preserve the Coastal Resiliency District and the community beyond the defined District, and to provide the funding for such planning and preparation measures. Shared funding among the property owners in the Coastal Resiliency District who benefit from the coastal resilience projects and improvements is a key contribution to the funding sources for the planning, construction, monitoring, and maintenance of coastal resilience projects in the Coastal Resiliency Districts.

3. Coastal Resiliency Sub-Districts. The Select Board shall have the authority by a majority vote to designate coastal resiliency sub-districts which are defined by clear geographical boundaries, which they deem to be in the best interests of the Town as conditions and circumstances warrant and as the sea levels rise, in order to further protect and preserve public and private property, roadways, utilities and infrastructure from the effects of ~~coastal erosion and shoreline change to the Town's coastline, sea level rise, flooding or other coastal hazards~~ erosion and flooding, and to undertake applicable coastal resilience projects. The Coastal Resiliency District and the Coastal Resiliency Sub-Districts are collectively referred to in this Chapter as the "Coastal Resiliency Districts."

4. Strategies and Activities within the Districts.

A. It is in the public interest to delineate the boundaries of the Coastal Resiliency Districts in order to enable the Town to address the purposes of this section. The creation of the Coastal Resiliency Districts will permit the Town to address specific effects of erosion and potential flooding which are island-wide and those which are of concern in particular Coastal Resiliency Sub-Districts with the necessary development of planning and prevention contingencies, including but not limited to the relocation of

Commented [LG17]: These articles are somewhat out of the Normal Order but it seemed best to group them together?

Commented [VM18]: I accepted all the text changes to see how it reads, and then made some more edits on this. I left all the comments in.

Commented [VM19]: What about Tuckernuck and Muskeget. That's the County reference.

Commented [VM20R19]: Not asking for a county reference, just to include the other two islands in it.

Commented [VM21]: This is primarily a funding model to pay for projects. One of the main points is shared funding or majority funding from the private homeowners where applicable. I added a sentence about that at the end of this paragraph.

Commented [VM22R21]: Please comment if this revision is acceptable or needs additional revision. I just do not want to discuss betterments in this bylaw.

Commented [VM23]: Bluff is too narrow, and is a defined term in the Wetland Protection Act. Broadened it out to "coastal erosion". I also added shoreline change and a general coastal hazards term.

Commented [VM24]: This may be too narrow. What if the bulkhead wall on Easy street gets damaged? What if we need to replace a bridge? Can we add a term like "resilience related infrastructure"?

Commented [VM25R24]: What about sea level rise? What about areas with no coastal bluff that erode?

Commented [VM26R24]: I was not sure where you wanted me to include "resilience related infrastructure"? Is this how you intended it to be included?

Commented [VM27]: This may be too narrow. What if the bulkhead wall on Easy street gets damaged? What if we need to replace a bridge? Can we add a term like "resilience related infrastructure"?

Commented [VM28R27]: What about sea level rise? What about areas with no coastal bluff that erode?

Commented [VM29R27]: I was not sure where you wanted me to include "resilience related infrastructure"? Is this how you intended it to be included?

Commented [VM30]: Made the same as above

Commented [VM31]: Or coastal resilience related infrastructure

Commented [VM32R31]: Ok.

Commented [VM33R31]: Want to change to this? coastal erosion and shoreline change to the Town's coastline, sea level rise, flooding or other coastal hazards

roadways, utilities and infrastructure as well as the construction of structural improvements or coastal resilience related improvements to respond to erosion, flooding or damage to public and private property.

Commented [VM34]: coastal erosion and shoreline change to the Town's coastline, sea level rise, flooding or other coastal hazards

B. The Coastal Resiliency Districts will enable the Town to prepare for public and private funding of coastal resilience projects to address the effects of erosion and flooding by identifying the properties within the Coastal Resiliency Districts which will benefit from the planning and development of these projects.

Commented [VM35]: coastal erosion and shoreline change to the Town's coastline, sea level rise, flooding or other coastal hazards

Or to take any other action related thereto.

(Select Board)

ARTICLE

(Real Estate: Request for Authorization to Lease/License Town-owned Property at Baxter Road for Erosion Control)

To see if the Town will vote to authorize the Select Board pursuant to Chapter 67-1E of the Town of Nantucket Bylaws to lease or license certain Town-owned property along Baxter Road located from 41 Baxter Road to 119 Baxter Road, located on Town Assessor's Map 49 as Parcel 9, Town Assessor's Map 48 as Parcel 8 and Town Assessor's Map 48 as Parcel 6 as shown on a plan entitled "_____", a copy of which is on file with the Office of the Town Clerk, for erosion control purposes, and on such terms and conditions as the Select Board deems appropriate, which may include the operation and maintenance of the erosion control structures, and the reservation of any easements or restrictions in regard to the property.

All as shown on a map entitled "2024 Annual Town Meeting Warrant Article ____ , Lease/License of Baxter Road Property dated ____ 2024 and filed herewith at the Office of the Town Clerk.

Or to take any other action related thereto.

(Select Board)

ARTICLE

(Bylaw Amendment: Board of Sewer Commissioners/Siasconset Sewer District Map Changes - Sankaty Road, Isobels Way and Plainfield)

To see if the Town will vote to amend Chapter 41 (Board of Sewer Commissioners), section 41-3B (Siasconset Sewer District) of the Code of the Town of Nantucket by adding the following parcels to the Siasconset Sewer District:

Commented [LG36]: SB – NEW article from Sewer Dept

Commented [LG37R36]: Relates to sewer extensions that will ultimately be needed from Baxter Rd to Sankaty Rd

Map	Parcel	Number	Street
49	80.2	62	Sankaty Road
49	58.1	63	Sankaty Road
49	80.1	64	Sankaty Road
49	58	65	Sankaty Road
49	80	66	Sankaty Road

49	187	68	Sankaty Road
49	81	70	Sankaty Road
49	82	74	Sankaty Road
49	198	90	Sankaty Road
49	2	100	Sankaty Road
49	3	100	Sankaty Road
49	163	100	Sankaty Road
49	164	100	Sankaty Road
48	25	100	Sankaty Road
49	113	8	Isobels Way
49	115	12	Isobels Way
49	144		Plainfield

And to take any other action as may be related thereto.

(Select Board/Sewer Commissioners)

ARTICLE

(Bylaw Amendment: Board of Sewer Commissioners/Siasconset Sewer District Map Change - 62 and 64 Sankaty Road)

To see if the Town will vote to amend Chapter 41 (Board of Sewer Commissioners), Section 41-3A (Siasconset Sewer District) of the code of the town of Nantucket by adding the following properties, currently outside of the district. All as shown on the attached map.

Map	Lot	Number	Street
49	80.2	62	Sankaty Road
49	80.1	64	Sankaty Road

Or to take any other action related thereto.

(Robert Sarkisian, et al)

ARTICLE

(Bylaw Amendment: Board of Sewer Commissioners/Town Sewer District Map Change - 16 Rabbit Run Road)

To see if the Town will vote to place the real property ;known and numbered as 16 Rabbit Run Road (Map 43, Parcel 4) in the Town Sewer District pursuant to Nantucket Code, § 41-3.A;

or take other action with regard thereto.

(Arthur I. Reade, Jr., et al)

ARTICLE

(Bylaw Amendment: Repeal Chapter 141: Stretch Energy Code)

To see if the Town will vote to repeal its approval of Article 72 at the 2019 Annual Town Meeting held on April 1, 2019 in its entirety. Chapter 141 reads as follows:

Chapter 141 **Stretch Energy Code**

[HISTORY: Adopted by the Annual Town Meeting of the Town of Nantucket 4-1-2019 by Art. 72, approved 8-6-2019. Amendments noted where applicable.]

§ 141-1 **Purpose.**

§ 141-2 **Definitions.**

§ 141-3 **Applicability.**

§ 141-4 **Authority.**

§ 141-5 **Stretch Code.**

§ 141-1 **Purpose.**

The purpose of 780 CMR 115, Appendix AA, is to provide a more energy efficient alternative to the Base Energy Code applicable to the relevant sections of the Building Code for new buildings.

§ 141-2 **Definitions.**

INTERNATIONAL ENERGY CONSERVATION CODE (IECC)

The International Energy Conservation Code (IECC) is a building energy code created by the International Code Council. It is a model code adopted by many state and municipal governments in the United States for the establishment of minimum design and construction requirements for energy efficiency and is updated on a three-year cycle. The baseline energy conservation requirements of the Massachusetts State Building Code are the IECC with Massachusetts amendments, as approved by the Board of Building Regulations and Standards.

STRETCH ENERGY CODE

Codified by the Board of Building Regulations and Standards as 780 CMR 115, Appendix AA, of the Massachusetts Building Code, the Stretch Energy Code is an appendix to the Massachusetts Building Code, based on further amendments to the International Energy Conservation Code (IECC) to improve the energy efficiency of buildings built to this code.

§ 141-3 **Applicability.**

This code applies to residential and commercial buildings. Buildings not included in this scope shall comply with 780 CMR 115, Appendix AA, as indicated.

§ 141-4 **Authority.**

A municipality seeking to ensure that construction within its boundaries is designed and built above the energy efficiency requirements of 780 CMR may mandate adherence to this appendix. 780 CMR 115; Appendix AA, may be adopted or rescinded by any municipality in the commonwealth in the manner prescribed by law.

§ 141-5 **Stretch Code.**

The Stretch Code, as codified by the Board of Building Regulations and Standards as 780 CMR 115, Appendix AA, including any future editions, amendments or modifications, is herein incorporated by reference into the Code of the Town of Nantucket under the General Bylaws, Chapter 141, of the Town Code. The Stretch Code is enforceable by the Building Inspector and effective as of September 1, 2019.

(John Fones, et al)

ARTICLE

(Acceptance of Massachusetts General Law: Change to Standards of Investment for Municipal Trust Funds)

To see if the Town will vote to accept the provisions of G.L. c.44, §54(b) to allow Town trust funds to be invested in accordance with G.L. c.203C, the so-called "Prudent Investment Rule", or take any other action relative thereto.

(Select Board)

ARTICLE

(No Town Funds: Surfside Crossing)

To see if the Town will vote to require that no Town of Nantucket funds, or funds under the control of the Town of Nantucket, be paid to any developer involved with, or used to acquire any units or interests in, or otherwise used to support in any way, directly or indirectly, any development, project, construction, maintenance or operation thereof or the like, located at or in any way related to number 3, 5, 7, and 9 South Shore Road and/or 20 Miacomet Road in the Town of Nantucket, or take any other action related thereto.; or otherwise act thereon.

(Meghan Glowacki, et al)

ARTICLE

(Establishment of Madaket Landfill Committee)

To see if the Town will vote to authorize the Select Board to form a committee of like-minded individuals, local contractors and business owners, to form a working partnership with the Town of Nantucket, for the purpose of operating the Madaket Landfill.

(Clifford Williams, et al)

ARTICLE

(Request for Town Assistance with Evictions)

To see if the Town will vote to authorize the Select Board to aid individual home owner that have rented for less than fair market value and then have the tenant squat in the property once the owner starts the eviction process.

(Clifford Williams, et al)

ARTICLE
(Withdraw from “Good Neighbor Agreement”)

To see if the Town will vote to direct the Select Board to take any and all actions available to it in order to withdraw the Town from participation in the “Good Neighbor Agreement” purportedly entered into by the Town and County of Nantucket with Vineyard Wind, LLC, dated August 27, 2020, regarding development of off-shore wind energy projects within the Massachusetts Wind Energy Area, which was executed by the Chair of the Nantucket Select Board without authorization by Town Meeting;

or take other action with regard thereto.

(Vallorie Oliver, et al)

ARTICLE
(Offshore Wind Power - Town Meeting Vote Required)

To see if the Town will vote to require that any action taken by or on behalf of the Town of Nantucket with regard to any off-shore wind power generation project shall not be effective unless it has been authorized by vote of Town Meeting;

or take other action with regard thereto.

(Vallorie Oliver, et al)

ARTICLE 76
(Home Rule Petition: Community Housing Bank Real Estate Transfer Fee)

To see if the Town will vote to request its representatives in the General Court to introduce legislation seeking a special act the text of which is set forth below and to authorize the General Court, with the approval of the Select Board, to make constructive changes in the text thereto as may be necessary or advisable in order to accomplish the intent of this legislation in order to secure passage; or to take any other action related thereto.

An Act Authorizing the Town of Nantucket to Impose a Real Estate Transfer Fee for Affordable and Workforce Housing and Related Capital Improvements

SECTION 1. For purposes of this act, the words and phrases set forth in this section shall have the following meanings:

“Affordable Housing Restriction” is a recorded instrument held by a qualified holder which encumbers and/or restricts a real property interest so that the real property interest is perpetually or for a term of at least thirty (30) years limited to use as a residence occupied by a low or moderate income household which earns less than a specified income level, the upper limit of which may not exceed two hundred forty percent (240%) of the Nantucket median income. A “qualified holder” is a governmental body or charitable corporation or trust which qualifies under the terms of chapter one hundred eight-four of the General Laws (“Chapter 184”) to hold an affordable housing restriction. Without limiting the generality of the foregoing, “Affordable Housing

Restriction" includes but is not limited to any instrument which conforms to the requirements of (i) a Nantucket Housing Needs Covenant as described in Chapter 301 of the Acts of 2002 and defined in the Town of Nantucket Code.

"Housing and Community Development Fund", shall refer to a discrete fund or account, established by the county treasurer of the Nantucket County under the provisions of this act.

"Eligible Applicants", shall refer to non-profit and for-profit corporations and organizations, individuals, and public entities.

"Purchaser", shall refer to the transferee, grantee or recipient of any real property interest.

"Purchase price", all consideration paid or transferred by or on behalf of a purchaser to a seller or his nominee, or for his benefit, for the transfer of any real property interest, and shall include, but not be limited to, all cash or its equivalent so paid or transferred; all cash or other property paid or transferred by or on behalf of the purchaser to discharge or reduce any obligation of the seller; the principal amount of all notes or their equivalent, or other deferred payments, given or promised to be given by or on behalf of the purchaser to the seller or his nominee; the outstanding balance of all obligations of the seller which are assumed by the purchaser or to which the real property interest transferred remains subject after the transfer, determined at the time of transfer, but excluding real estate taxes and other municipal liens or assessments which are not overdue at the time of transfer; the fair market value, at the time of transfer, of any other consideration or thing of value paid or transferred by or on behalf of the purchaser, including, but not limited to, any property, goods or services paid, transferred or rendered in exchange for such real property interest.

"Real property interest", shall refer to any present or future legal or equitable interest in or to real property, and any beneficial interest therein, including the interest of any beneficiary in a trust which holds any legal or equitable interest in real property, the interest of a partner or member in a partnership or limited liability company, the interest of a stockholder in a corporation, the interest of a holder of an option to purchase real property, the interest of a buyer or seller under a contract for purchase and sale of real property, and the transferable development rights created under chapter one hundred eighty-three A of the General Laws; but shall not include any interest which is limited to any of the following: the dominant estate in any easement or right of way; the right to enforce any restriction; any estate at will or at sufferance; any estate for years having a term of less than 30 years; any reversionary right, condition, or right of entry for condition broken; and the interest of a mortgagee or other secured party in any mortgage or security agreement.

"Seller", shall refer to the transferor, grantor or immediate former owner of any real property interest.

"Time of transfer" of any real property interest shall mean the time at which such transfer is legally effective as between the parties thereto, and, in any event, with respect to a transfer evidenced by an instrument recorded with the appropriate registry of deeds or filed with the assistant recorder of the appropriate registry district, not later than the time of such recording or filing.

"Town" shall refer to the Town of Nantucket acting by and through the Select Board.

SECTION 2. There is hereby imposed a fee equal to one half per cent ($\frac{1}{2}\%$) of the purchase price upon the transfer of any real property interest in any real property situated in Nantucket County. Said fee shall be the liability of the seller of such real property interest, and any agreement between the purchaser and the seller or any other person with reference to the allocation of the responsibility for bearing said fee shall not affect such liability of the seller. The fee shall be paid to the Town of Nantucket, or its designee, and shall be accompanied by a copy of the deed or other instrument evidencing such transfer, if any, and an affidavit signed under oath or under the pains and penalties of perjury by the purchaser or his legal representative and the seller or his legal representative, attesting to the true and complete purchase price and the basis, if any, upon which the transfer is claimed to be exempt in whole or in part from the fee imposed hereby. The Town, or its designee, shall promptly thereafter execute and issue a certificate indicating that the appropriate fee has been paid or that the transfer is exempt from the fee, stating the basis for the exemption. The register of deeds for Nantucket County, and the assistant recorder for the registry district of Nantucket County, shall not record or register, or receive or accept for recording or registration, any deed, except a mortgage deed, to which has not been affixed such a certificate executed by the Town or its designee. Failure to comply with this requirement shall not affect the validity of any instrument. The Town shall deposit all fees received hereunder with the Town treasurer. The treasurer shall deposit such fees in the Affordable Housing Trust Fund. The fee imposed hereunder shall be due simultaneously with the time of transfer of the transfer upon which it is imposed. Notwithstanding the foregoing, whenever there is a conveyance of real property interests and a conveyance of personalty related thereto at or about the same time, the allocations of payments between real estate and personalty agreed to by the purchaser and seller shall not determine the amount of the fee due pursuant to this section; instead, the Town may require payment of the fee referred to in real property interests so conveyed as determined by the Town.

SECTION 3. At any time within seven days following the issuance of the certificate of payment of the fee imposed by section two, the seller or his legal representative may return said certificate to the Town or its designee for cancellation, together with an affidavit signed under oath or under the pains and penalties of perjury that the transfer, with respect to which such certificate was issued, has not been consummated, and thereupon the fee paid with respect to such transfer shall be forthwith returned to the seller or his legal representative.

SECTION 4. The following transfers of real property interests shall be exempt from the fee established by section 10. Except as otherwise provided, the seller shall have the burden of proof that any transfer is exempt under this section and any otherwise exempt transfer shall not be exempt in the event that such transfer (by itself or as part of a series of transfers) was made for the primary purpose of evading the fee imposed by section 10.

(a) Transfers to the government of the United States, the commonwealth, and any of their instrumentalities, agencies or subdivisions, including but not limited to transfers to the Town of Nantucket, the County of Nantucket.

(b) Transfers which, without additional consideration, confirm, correct, modify or supplement a transfer previously made.

(c) Transfers made as gifts without consideration. In any proceedings to determine the amount of any fee due hereunder, it shall be presumed that any transfer for consideration of less than fair market value of the real property interest transferred was made as a gift without consideration to the extent of the difference between the fair market value of the real property interest transferred and the amount of consideration claimed by the seller to have been paid or transferred, if the purchaser shall have been at the time of transfer the spouse, the lineal descendant, or the lineal ancestor of the seller, by blood or adoption, and otherwise it shall be presumed that consideration was paid in an amount equal to the fair market value of the real property interest transferred, at the time of transfer.

(d) Transfer to the trustees of a trust in exchange for a beneficial interest received by the purchaser in such trust; distributions by the trustees of a trust to the beneficiaries of such trust.

(e) Transfers by operation of law without actual consideration, including but not limited to transfers occurring by virtue of the death or bankruptcy of the owner of a real property interest.

(f) Transfers made in partition of land and improvements thereto, under chapter two hundred and forty-one of the General Laws.

(g) Transfers to any charitable organization as defined in clause Third of section five of chapter fifty-nine of the General Laws, or any religious organization, provided that the real property interest so transferred will be held by the charitable or religious organization solely for its public charitable or religious purposes.

(h) Transfers to a mortgagee in foreclosure of the mortgage held by such mortgagee, and transfers of the property subject to a mortgage to the mortgagee in consideration of the forbearance of the mortgagee from foreclosing said mortgage.

(i) Transfers made to a corporation or partnership or limited liability company at the time of its formation, pursuant to which transfer no gain or loss is recognized under the provisions of section three hundred and fifty-one or seven hundred and twenty-one of the Internal Revenue Code of 1986, as amended; provided, however, that such transfer shall be exempt only in the event that (1) with respect to a corporation, the transferor retains an interest in the newly formed corporation which is equivalent to the interest the transferor held prior to the transfer, or (2) with respect to a partnership or limited liability company, the transferor retains after such formation rights in capital interests and profit interests within such partnership or limited liability company which are equivalent to the interest the transferor held prior to the transfer.

(j) Transfers made to a stockholder of a corporation in liquidation or partial liquidation of the corporation, and transfers made to a partner of a partnership or to a member of a limited liability company in dissolution or partial dissolution of the partnership or limited liability company; but the transfer shall be exempt only if (i) with respect to a corporation, the transferee receives property (including real property interests and other property received) which is the same fraction of the total property of the transferor corporation as the fraction of the corporation's stock owned by the transferee prior to the transfer or (ii) with respect to a partnership or limited liability company, the transferee receives property (including real property interests and other property received) which is the same fraction of the property of the partnership or limited liability company as the

fraction of the capital and profit interests in the transferor formerly owned by the transferee.

(k) Transfers consisting of the division of marital assets under the provisions of section thirty-four of chapter two hundred and eight of the General Laws or other provisions of law.

(l) Transfers of property consisting in part of real property interests situated in Nantucket County and in part of other property interests, to the extent that the property transferred consists of property other than real property situated in Nantucket County; provided that the purchaser shall furnish the Town with such information as it shall require or request in support of the claim of exemption and manner of allocation of the consideration for such transfers.

(m) The first \$2 million of the sale price of any transfer or series of transfers of real property interests in a single transaction. Said exemption may be adjusted as determined annually by the affirmative vote of two-thirds of voters at an annual or special town meeting.

(n) Transfers of minority interests in corporations, trusts, partnerships or limited liability companies which are publicly traded, which trades are not part of a series of transfers which together constitute a transfer of control of a corporation, trust, partnership or limited liability company.

SECTION 5. (a) The Town treasurer shall keep a full and accurate account stating when, from or to whom, and on what account money has been paid or received relative to the activities of the Trust Fund and the Housing Fund. Said account shall be subject to examination by the director of accounts or his agent pursuant to section forty-four of chapter thirty-five of the General Laws.

(b) Schedules of beneficiaries of trusts, list of stockholders of corporations and lists of partnerships filed with the Trust Fund for the purpose of determining or fixing the amount of the fee imposed under section ten or for the purpose of determining the existence of any exemption under section twelve shall not be public records for the purposes of section ten of chapter sixty-six of the General Laws.

SECTION 6. A seller who fails to pay all or any portion of the fee established by section two on or before the time when the same is due shall be liable for the following additional payments in addition to said fee:

(a) Interest: The seller shall pay interest on the unpaid amount of the fee to be calculated from the time of transfer at a rate equal to fourteen per cent per annum.

(b) Penalties: Any person who, without fraud or willful intent to defeat or evade a fee imposed by this chapter, fails to pay all or a portion of the fee within thirty days after the time of transfer, shall pay a penalty equal to five per cent of the outstanding fee as determined by the Town for each month or portion thereof thereafter that the fee is not paid in full; provided, however, that in no event shall the amount of any penalty imposed hereunder exceed twenty-five per cent of the unpaid fee due at the time of transfer. Whenever the Town determines that all or a portion of a fee due under this chapter was unpaid due to fraud with intent to defeat or evade the fee imposed by this chapter, a penalty equal to the amount of said fee as determined by the Town shall be paid by the seller in addition to said fee.

SECTION 7. (a) The Town shall notify the purchaser and the seller by registered or certified mail of any failure to discharge in full the amount of the fee due under this Act and any penalty or interest assessed. The Town shall grant a hearing on the matter of the imposition of said fee, or of any penalty or interest assessed, if a petition requesting such hearing is received by the Town within thirty days after the mailing of said notice. The Town shall notify the purchaser and the seller in writing by registered or certified mail of its determination concerning the deficiency, penalty or interest within fifteen days after said hearing. Any party aggrieved by a determination of the Town concerning a deficiency, penalty or interest may, after payment of said deficiency, appeal to the district or superior court within three months after the mailing of notification of the determination of the Town. Upon the failure to timely petition for a hearing, or appeal to said courts, within the time limits hereby established, the purchaser and seller shall be bound by the terms of the notification, assessment or determination, as the case may be, and shall be barred from contesting the fee, and any interest and penalty, as determined by the Town. All decisions of said courts shall be appealable. Every notice to be given under this section by the Town shall be effective if mailed by certified or registered mail to the purchaser or the seller at the address stated in a recorded or registered instrument by virtue of which the purchaser holds any interest in land, the transfer of which gives rise to the fee which is the subject of such notice; and if no such address is stated or if such transfer is not evidenced by an instrument recorded or registered in the public records in Nantucket County, such notice shall be effective when so mailed to the purchaser or seller in care of any person appearing of record to have a fee interest in such land, at the address of such person as set forth in an instrument recorded or registered in Nantucket County.

(b) All fees, penalties and interest required to be paid pursuant to this chapter shall constitute a personal debt of the seller and may be recovered in an action of contract or in any other appropriate action, suit or proceeding brought by the Town; said action, suit or proceeding shall be subject to the provisions of chapter two hundred and sixty of the General Laws.

(c) If any seller liable to pay the fee established by this act neglects or refuses to pay the same, the amount, including any interest and penalty thereon, shall be a lien in favor of the Town upon all property and rights to property, whether real or personal, belonging to either such purchaser or such seller. Said lien shall arise at the time of transfer and shall continue until the liability for such amount is satisfied. Said lien shall in any event terminate not later than six years following the time of transfer. Said lien shall not be valid as against any mortgagee, pledgee, purchaser or judgment creditor unless notice thereof has been filed by the Town (i) with respect to real property or fixtures, in the registry of deeds for Nantucket County, or (ii) with respect to personal property, in the office in which a security or financing statement or notice with respect to the property would be filed in order to perfect a nonpossessory security interest belonging to the person named in the relevant notice, subject to the same limitations as set forth in section fifty of chapter sixty-two C of the General Laws.

(d) Sellers applying for an exemption under subsections (a) through (n) of section four shall be required at the time of application for exemption to execute an agreement legally binding on sellers and separately legally binding upon any Legal Representative of the sellers (1) assuming complete liability for any fee, plus interest and penalties if any, waived on account of an allowed exemption subsequently determined to have been

invalid, and (2) submitting to the jurisdiction of the trial court of the commonwealth sitting in Nantucket County. Fees, plus interest and penalties if any, shall be calculated as of the date of the initial property transfer. Execution of the above-described agreement shall not be required of any mortgagee, pledge, purchaser or judgment creditor unless notice of the agreement has been recorded or filed by the Town.

In any case where there has been a refusal or neglect to pay any fee, interest or penalties imposed by this act, whether or not levy has been made, the Town, in addition to other modes of relief, may direct a civil action to be filed in a district or superior court of the commonwealth to enforce the lien of the Town under this section with respect to such liability or to subject any property of whatever nature, of the delinquent, or in which he has any right, title or interest, to the payment of such liability.

The Town may issue a waiver or release of any lien imposed by this section. Such waiver or release shall be conclusive evidence that the lien upon the property covered by the waiver or release is extinguished.

SECTION 8. The fee described in section 2 shall be of a ten-year duration from the date this act shall take effect. This fee may continue for five-year periods by a majority vote at a Town Meeting authorizing the fee. The fee described by section 2 may be (1) decreased, or (2) eliminated by two-thirds vote of Town Meeting. In the event that Town Meeting votes to eliminate the fee, the balance of any fees previously collected shall be transferred to the Town of Nantucket and held by the treasurer in a separate account, and shall first be used to satisfy any outstanding liabilities or obligations incurred by the Town of Nantucket or the Affordable Housing Trust as a result of imposition of the fee, and the remainder may be expended without further appropriation by the Select Board for affordable housing purposes. In the event that the liabilities and obligations of the Town of Nantucket or the Affordable Housing Trust exceed the amounts transferred to the Town, the fee shall remain in full force and effect until such liabilities and obligations have been satisfied.

SECTION 9. The provisions of this act are severable, and if any provision hereof, including without limitation any exemption from the fee imposed hereby, shall be held invalid in any circumstances such invalidity shall not affect any other provisions or circumstances. This act shall be construed in all respects so as to meet all constitutional requirements. In carrying out the purposes and provisions of this act, all steps shall be taken which are necessary to meet constitutional requirements whether or not such steps are required by statute.

SECTION 10. If the Town has determined that a fee is due by asserting the application of the evasion of fee doctrine described in section 2 then the seller shall have the burden of demonstrating by clear and convincing evidence as determined by the Town that the transfer, or series of transfers, possessed both: (i) a valid, good faith business purpose other than avoidance of the fee set forth in section 2 and (ii) economic substance apart from the asserted fee avoidance benefit. In all such cases, the transferee shall also have the burden of demonstrating by clear and convincing evidence as determined by the Town that the asserted non-fee-avoidance business purpose is commensurate with the amount of the fee pursuant to section 2 to be thereby avoided.

SECTION 11. Pursuant to state enabling legislation pending with the General Court for the adoption of an act providing cities and towns the option to support affordable housing with a fee on certain real estate transactions, the legislative body of a city or town by a majority vote may adopt said act upon the passage of said act by the Senate and the House of Representatives of the General Court, and furthermore, a favorable majority vote of this Article by this Town Meeting is also deemed to be a vote by Town Meeting to adopt said act providing cities and towns the option to support affordable housing with a fee on certain real estate transactions, provided the provisions contained herein are consistent with the provisions of said act.

SECTION 12. This act shall take effect ninety (90) days following the date of passage.

(Select Board)

NOTE: Versions of the above home rule petition have been approved as Article 82 of the 2016 Annual Town Meeting, Article 88 of the 2017 Annual Town Meeting, Article 70 of the 2018 Annual Town Meeting, Article 79 of the 2019 Annual Town Meeting and Article 76 of the 2022 Annual Town Meeting. Home rule petitions currently pending before the legislature, which are not acted upon by December 31, 2024, may expire unless renewed by a confirmatory town meeting vote.

ARTICLE

(Home Rule Petition: Acquisition of Year-Round Housing Occupancy Restriction)

To see if the Town will vote to authorize the Select Board to petition the General Court to enact special legislation as set forth below; provided, however, that the General Court may with the approval of the Select Board, make constructive changes in language that may be necessary or advisable towards perfecting the intent of this legislation in order to secure passage:

AN ACT AUTHORIZING THE TOWN OF NANTUCKET AFFORDABLE HOUSING TRUST FUND TO ACQUIRE YEAR-ROUND HOUSING OCCUPANCY RESTRICTIONS

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

SECTION 1. As used in this Act the following words shall, unless a different meaning clearly appears from the context, have the following meanings:

Select Board- the duly elected Select Board of the Town of Nantucket.

Town- the Town of Nantucket.

Year-Round Housing Occupancy Restriction- is a right, either in perpetuity or for a specified number of years, whether or not stated in the form of a restriction, easement, covenant, condition in any deed, mortgage, will, agreement or other instrument executed by or on behalf of the owner of the land appropriate to (a) limiting the use of all or part of the land to residential housing occupancy by persons or families who occupy

either rental or ownership housing as their primary residence for not less than 10 months during any 1-year period, or (b) in any way limiting or restricting the use or enjoyment of all or any portion of the land for the purpose of encouraging or assuring creation or retention of rental and ownership housing for occupancy to persons or families who occupy either rental or ownership housing as their primary residence for not less than 10 months during any 1-year period.

SECTION 2. Notwithstanding any special or general law to the contrary in the Commonwealth, the Town of Nantucket Affordable Housing Trust Fund, a Massachusetts municipal affordable housing trust created pursuant to Massachusetts General Laws Chapter 44, Section 55C, under a Declaration of Trust dated February 8, 2010, recorded with the Nantucket County Registry of Deeds in Book 1221, Page 20, as amended by First Amendment to Declaration of Trust dated September 25, 2014, recorded with the Nantucket County Registry of Deeds in Book 1452, Page 272, or an authorized municipal board or agency approved by the Select Board, may acquire a year-round housing occupancy restriction for rental or ownership housing.

SECTION 3. The year-round housing occupancy restriction shall be recorded with the Nantucket County Registry of Deeds, or if on registered land, filed with the Nantucket Registry District of the Land Court, and contain a description of the land upon which the restriction is to be imposed provided it specifies that the land lies in the Town and is shown on a recorded or registered plan in the Nantucket County Registry of Deeds or the Nantucket Registry District of the Land Court, gives the boundaries of the land by metes and bounds, with reference to said plan or instrument and if the land is registered, specifies the certificate or certificates of title thereof. The restriction imposed shall run with the title of the land on which it is imposed.

SECTION 4. The acquisition of a year-round housing occupancy restriction must be approved by a vote of the Select Board prior to its acquisition.

SECTION 5. The year-round housing occupancy restriction may be enforced by the holder of the restriction, by injunction or other proceeding, and shall entitle representatives of the holder to enter the land in a reasonable manner and at reasonable times to assure compliance. If the court in any judicial enforcement proceeding, or the decision maker in any arbitration or other alternative dispute resolution enforcement proceeding, finds that there has been a violation of the restriction then, in addition to any other relief ordered, the petitioner bringing the action or proceeding may be awarded reasonable attorneys' fees and costs incurred in the action proceeding. The restriction may be released, in whole or in part, by the holder for consideration, if any, as the holder may determine, in the same manner as the holder may dispose of land or other interests in land, but only after a public hearing upon reasonable public notice, by the Select Board, whose approval shall be required. The release of the restriction must be recorded or registered in the Nantucket County Registry of Deeds or the Nantucket Registry District of the Land Court, as applicable.

SECTION 6. Acceptance of the restrictions and releases shall be evidenced by certificates of approval or release and executed by the holder of the restriction and the Select Board, and duly recorded or registered.

SECTION 7. This act shall take effect upon its passage.

Or to take any other action related thereto.

(Select Board)

ARTICLE 84

(Home Rule Petition: An Act Amending the Nantucket Sewer Act (Chapter 396 of the Acts of 2008))

To see if the Town will vote to request its representatives in the General Court to introduce special legislation, the text of which is set forth below, amending the Nantucket Sewer Act to allowing the Select Board, acting as the Nantucket Sewer Commission, to waive all or a portion of sewer connection fees for year-round residents of the Town, and to authorize the General Court, with the approval of the Select Board, to make changes of form to the text thereto as may be necessary or advisable in order to accomplish the intent and public purpose of this legislation in order to secure passage:

An Act Amending Chapter 396 of the Acts of 2008

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

Section 1. Chapter 396 of the Acts of 2008 is hereby amended by inserting a new section 8A as follows:

8A. Notwithstanding any provisions of Chapter 83 or any other provision of a general or special law, the Nantucket Sewer Commission is hereby authorized to adopt a regulation that allows said Sewer Commission to waive all or a portion of sewer connection fees for year-round residents who otherwise qualify for the resident tax exemption under section 5C of Chapter 59 of the General laws.

Section 2. This act shall take effect upon passage.

Or to take any other action relative thereto.

(Select Board)

NOTE: This home rule petition was approved as Article 77 of the 2022 Annual Town Meeting and Article 84 of the 2023 Annual Town Meeting. Home rule petitions currently pending before the legislature, which are not acted upon by December 31, 2024, may expire unless renewed by a confirmatory town meeting vote.

ARTICLE 85

(Home Rule Petition: An Act Amending the Charter of the Town of Nantucket To Implement Certain Recommendations of the Town Government Study Committee)

To see if the Town will vote to request its representatives in the General Court to introduce special legislation, the text of which is set forth below, amending the charter for the Town of Nantucket, and to authorize the General Court, with the approval of the Select Board, to make changes of form to the text thereto as may be necessary or advisable in order to accomplish the intent and public purpose of this legislation in order to secure passage (*NOTE: new language is shown as highlighted text, language to be deleted is shown by strikeout; these methods to denote changes are not meant to become part of the final text*):

Article II, Section 2.2 - Town Moderator

The Moderator shall be elected for a term of ~~one year~~ **three years** and shall have all the powers and duties given to moderators under the Constitution and the laws of the Commonwealth, and such additional powers and duties as are authorized by this Charter.

Article II, Section 2.4 - Clerk of the Meeting

The Town Clerk shall serve as Clerk of the Town Meeting. In advance of each Town Meeting, the Town Clerk shall by written notice to the Moderator appoint an Alternate Clerk of the Meeting who shall, during such Town Meeting, serve in the event of absence or disability of the Clerk of the Meeting. If an Alternate Clerk of the Meeting is not appointed or is unable so to serve, the Moderator shall appoint a clerk, **who shall be a registered voter of the town.**

Article II, Section 2.5 - Town Meeting Warrant

...

(b) The Select Board shall publish notice of the issuance of the warrant of each town meeting in a newspaper of general circulation within the town promptly after the issuance of the warrant **and make a copy of the warrant available on the town website.** After such publication, the Finance Committee shall hold a public hearing on each article and vote its recommendations. For articles that do not call for the Town to raise and appropriate, transfer or borrow sums of money, the Finance Committee may choose to make no recommendation.

(c) The Select Board shall publish the warrant with the recommendations of the Finance Committee by mailing a copy of such warrant to the address or postal box of each registered voter at least ~~seven~~ **fourteen** days prior to the Town Meeting.

(d) **Notwithstanding any general or special law to the contrary, the Select Board shall insert in the warrant for the annual meeting all subjects the insertion of has been requested of them in writing by fifty or more registered voters of the town and in the warrant for every special town meeting all subjects the insertion of which has been**

requested of them in writing by one hundred registered voters.

Article II, Section 2.6 - Rights of Nonresident Property Owners

One spokesperson for the Town's nonresident property owners shall be allowed to speak at any annual or special Town Meeting on matters before the Meeting but only at such times during a Meeting as the Moderator may allow and in accordance with the rules of order. The Moderator, in his or her sole discretion, may permit additional nonresident property owners to speak at any annual or special Town Meeting on matters before the Meeting.

Article IV, Section 4.2 - Town Manager

...

(d) In particular, the Town Manager:

...

(14) shall approve and sign warrants for payment before such warrants are submitted to the Select Board; and

Article IV, Section 4.3 - Town Manager Appointments

The Town Manager:

(a) shall appoint the department heads of all Town Administration departments (other than any elected heads), subject to resolution of disapproval pursuant to Section 3.4(a)(4) by the Select Board;

...

Article V, Section 5.4 - Recall of Elected Officials

...

(c) If, within 21 days after the certification date, such recall petition forms signed by at least 20% of registered voters, as established by the Town Clerk as of March 1st of the previous year, with Town residence address shown are returned to the Town Clerk, the Clerk shall, within 14 days, certify the signatures of registered voters, to determine sufficiency of the petition.

(d) If sufficient the Town Clerk shall thereupon submit the petition with date of its certification to the Select Board which shall forthwith give written notice thereof to the officer sought to be recalled. If the officer does not resign within 7 5 days, the Select Board shall not less than 75 days after such certification date order a recall election to be held concurrently with the next annual election for Town officers not less than 75 days after such certification date. The recall election, once ordered, shall proceed, even if the office becomes vacant, in the same manner as for an annual Town election.

(e) The officer sought to be removed may seek renomination, may serve until expiration of the current term of office unless and until a successor is sooner elected, and may not be put twice to the recall process in the same term.

(f) Recall election ballots shall first submit the question:

For the recall of (name and title of officer)

Against the recall of (name and title of officer)

Article VI, Section 6.6 – Time of Taking Effect

~~This Charter shall take effect on July first next following ratification by the voters of the Town. All Town officers, boards, councils, commissions and committees shall continue to perform their duties until re-appointed or re-elected or until successors to their respective positions are fully appointed or elected or until their duties have been transferred and assumed by another.~~

~~Any person holding a Town office or employment under the Town shall continue to retain such office or such employment and shall continue to perform the duties of the office or of the employment until such time as provisions shall have been made in accordance with this Charter for the performance of such duties by another person or agency. No person in the permanent, full time service or employment of the Town shall forfeit pay grade or time in service by reason solely of the adoption of this Charter. All such persons, unless removed in accordance with this Charter, shall be retained in an employment capacity as similar to their former employment capacity as is feasible.~~

SECTION 2. Continuance of the Charter Commission.

~~The Town and County Charter Commission elected April 4, 1995 pursuant to Chapter 328 of the Acts of 1992 shall continue to exist until thirty days after the enactment of this Act and any act that it may recommend in furtherance of a merger of the Town and County of Nantucket, provided that it shall submit a final report of its recommendations as to such a merger by December 31, 1998 and provided further that in no event shall such Commission continue beyond April 4, 2000.~~

SECTION 3. Ratification by the Voters.

~~On the official ballot to be used by the Town of Nantucket at the next annual election for Town officers at least two months after enactment of this Act by the General Court, the question shall be placed substantially as follows:~~

~~"Shall an act passed, by the General Court in the year 1996 entitled 'An Act providing for a Charter for the Town of Nantucket' be accepted?"~~

~~A summary of the Charter to be prepared by the Town and County Charter Commission shall accompany the ballot question described herein.~~

~~If the majority of the votes cast in answer to such question is in the affirmative, this Act~~

~~shall take full effect but not otherwise.~~

~~Ratified April 8, 1997~~

The form of the Special Act shall be as follows:

AN ACT AMENDING THE CHARTER FOR THE TOWN OF NANTUCKET

SECTION 1. Section 2.2 of article II of the charter of the town of Nantucket, as established by chapter 289 of the acts of 1996, as amended, which is on file in the office of the archivist of the commonwealth, as provided in section 12 of chapter 43B of the General Laws, is hereby amended by striking out the words “one year” and inserting in place thereof the following words:- three years.

SECTION 2. Section 2.4 of said article II of said charter is hereby amended by inserting after the words “Moderator shall appoint a clerk” the following words:- , who shall be a registered voter of the town.

SECTION 3. Subsection (b) of section 2.5 of said article II of said charter is hereby amended by inserting after the words “after the issuance of the warrant” the following words:- and make a copy of the warrant available on the town website.

SECTION 4. Subsection (c) of said section 2.5 of said article II of said charter is hereby amended by striking out the word “seven” and inserting in place thereof the following word:- fourteen.

SECTION 5. Said section 2.5 of said article II of said charter is hereby amended by inserting after subsection (c) the following new subsection:- (d) Notwithstanding any general or special law to the contrary, the Select Board shall insert in the warrant for the annual meeting all subjects the insertion of which has been requested of them in writing by fifty or more registered voters of the town and in the warrant for every special town meeting all subjects the insertion of which has been requested of them in writing by one hundred registered voters.

SECTION 6. Section 2.6 of said article II of said charter is hereby amended by inserting at the end of said section the following words:- The Moderator, in his or her sole discretion, may permit additional nonresident property owners to speak at any annual or special Town Meeting on matters before the Meeting.

SECTION 7. Paragraph (14) of subsection (d) of section 4.2 of article IV of said charter is hereby amended by striking out the words “before such warrants are submitted to the Select Board” and by inserting after the words “shall approve” the following words:- and sign.

SECTION 8. Subsection (a) of section 4.3 of said article IV of said charter is hereby amended by inserting after the words “shall appoint the” the following word:- department.

SECTION 9. Subsection (c) of section 5.4 of article V of said charter is hereby amended by inserting after the words “at least 20% of registered voters” the following words:- , as established by the Town Clerk as of March 1st of the previous year.

SECTION 10. Subsection (d) of said section 5.4 of said article V of said charter is hereby amended by striking out the numeral “7” after the words “does not resign within” and inserting in place thereof the following numeral:- 5.

SECTION 11. Said subsection (d) of said section 5.4 of said article V of said charter is hereby further amended by striking out the words “not less than 75 days after such certification date” and inserting after the words “the Select Board shall” the following words:- not less than 75 days after such certification date.

SECTION 12. Subsection (f) of said section 5.4 of said article V of said charter is hereby amended by inserting after the words “For the recall of (name)” the following words:- and title.

SECTION 13. Said subsection (f) of said section 5.4 of said article V of said charter is hereby further amended by inserting after the words “Against the recall of (name)” the following words:- and title.

SECTION 14. Article VI of said charter is hereby amended by striking out Section 6.6 in its entirety.

Or to take any other action related thereto.

(Select Board)

NOTE: This home rule petition was approved as Article 78 of the 2022 Annual Town Meeting and Article 85 of the 2023 Annual Town Meeting. Home rule petitions currently pending before the legislature, which are not acted upon by December 31, 2024, may expire unless renewed by a confirmatory town meeting vote.

ARTICLE 86

(Home Rule Petition: An Act Regulating the Application of Nutrient Management and Fertilizer in the Town of Nantucket)

To see if the Town will vote to request its representatives to the General Court to introduce legislation as set forth below; and, that the General Court, with the approval of the Select Board, make constructive changes in the text hereof as may be necessary or advisable to accomplish the intent of the legislation in order to secure its passage, as follows:

AN ACT RELATIVE TO THE REGULATION OF NUTRIENT MANAGEMENT AND FERTILIZER IN THE TOWN NANTUCKET

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

Section 1. Notwithstanding the provisions of sections 9 and 10 of chapter 262 of the Acts of 2012 or any other general or special law, the deadline for the adoption of any rule, regulation, or by-law relative to nutrient management and fertilizer guidelines adopted in the Town of Nantucket under chapter 561 of the acts of 1973, shall be extended for a period of two years after the effective date of this act. Such rule, regulation or bylaw shall not be less restrictive than regulations adopted by the department of agricultural resources under section 1 of chapter 262 and shall be done in conjunction with the University of Massachusetts Amherst Extension to ensure any regulations relative to plant nutrients are consistent with the program's published information, educational materials and other public outreach programs relative to nutrient management and fertilizer guidelines.

Section 2. The act shall take effect upon passage.

Or to take any other action related thereto.

(Select Board)

NOTE: This home rule petition was approved as Article 86 of the 2023 Annual Town Meeting. Home rule petitions currently pending before the legislature, which are not acted upon by December 31, 2024, may expire unless renewed by a confirmatory town meeting vote.

ARTICLE 87

(Home Rule Petition: Real Estate Conveyance - 50 Altar Rock Road to Nantucket Conservation Foundation, Inc.)

To see if the Town will vote to authorize the Select Board to petition the General Court consistent with the requirements of Article 97 of the Amendments to the Massachusetts Constitution to enact special legislation to authorize the transfer and conveyance of all or portions of a certain parcel of land in the Town of Nantucket held by The Inhabitants of the Town of Nantucket for park purposes, as described in more detail below and as shown on a map filed with the Office of the Town Clerk, to the Select Board for purposes of conveyance; and further to authorize the Select Board to convey the property described below to the Nantucket Conservation foundation, Inc. for open space, recreational, and conservation purposes, to be on any terms and conditions the Select Board deem appropriate for roadway and/or any purposes, which may include the reservation of any easements and restrictions in regard to the property, provided, however, that the General Court may with the approval of the Select Board, make constructive changes in language as may be necessary or advisable towards perfecting the intent of this legislation in order to secure passage:

***AN ACT AUTHORIZING THE TOWN OF NANTUCKET TO CONVEY A CERTAIN
PARCEL OF LAND SITUATED IN THE TOWN OF NANTUCKET HELD FOR PARK
PURPOSES TO THE NANTUCKET CONSERVATION FOUNDATION, INC. FOR
OPEN SPACE, RECREATIONAL AND CONSERVATION
PURPOSES CONSERVATION OR RECREATIONAL PURPOSES***

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

Section 1. Pursuant to Article 97 of the Amendments to the Constitution of the Commonwealth of Massachusetts and notwithstanding the provisions of any general or special law to the contrary, the Town of Nantucket may transfer, sell, convey or otherwise dispose of all or a portion a certain parcel of land situated in the Town of Nantucket and held by the Select Board for park purposes subject to Article 97 to the Nantucket Conservation Foundation, Inc. for open space, recreational and conservation purposes for roadway and/or any purposes to be on any terms and conditions the Select Board deem appropriate, which may include the reservation of any easements and restrictions in regard to the property, described as follows:

- Tax Assessor's Map 45, Parcel 9, 50 Altar Rock Road as shown on a map filed with the Office of the Town Clerk.

Section 2. No instrument conveying by or on behalf of the Commonwealth, any interest in the parcel of land described in Section 1, shall be valid unless such instrument: (i) provides that the land shall be used solely for open space, recreational and conservation purposes; (ii) if the instrument conveys a fee interest in the parcel of land, includes a clause that shall require the grantee to convey a conservation restriction over the land in perpetuity as defined in and subject to sections 31, 32 and 33 of Chapter 184; and (iii) includes a clause that shall state that if the land ceases to be used by the grantee, or its successors or assigns, solely for open space, recreational and conservation purposes at any time that said parcel of land shall revert to the Town of Nantucket, which shall dedicate it for park purposes subject to Article 97.

Section 3. This act shall take effect upon its passage.

Or to take any other action related thereto.

(Select Board)

NOTE: This home rule petition was approved as Article 94 of the 2022 Annual Town Meeting and Article 87 of the 2023 Annual Town Meeting. Home rule petitions currently pending before the legislature, which are not acted upon by December 31, 2024, may expire unless renewed by a confirmatory town meeting vote.

ARTICLE 88

(Home Rule Petition: Real Estate Conveyance - A Portion of Ames Avenue)

To see if the Town will vote to authorize the Select Board to petition the General Court consistent with the requirements of Article 97 of the Amendments to the Massachusetts Constitution to enact special legislation to authorize the transfer and conveyance of all or portions of certain parcels of land in the Town of Nantucket owned by The Inhabitants of the Town of Nantucket held under the care, custody and control of the Nantucket Conservation Commission for conservation or recreational purposes, and which are located in the roadway known as Ames Avenue as described in more detail below and as shown on a map filed with the Office of the Town Clerk, to the Select Board for purposes of conveyance and further to authorize the Select Board to convey the property described below on any terms and conditions the Select Board deem

appropriate for roadway and/or any purposes, which may include the reservation of any easements and restrictions in regard to the property, provided, however, that the General Court may with the approval of the Select Board, make constructive changes in language as may be necessary or advisable towards perfecting the intent of this legislation in order to secure passage:

AN ACT AUTHORIZING THE TOWN OF NANTUCKET TO CONVEY FOR ROADWAY AND ANY OTHER PURPOSES CERTAIN PARCELS OF LAND WITHIN THE ROADWAY KNOWN AS AMES AVENUE, AND SHOWN AS LOTS 35-38 (INCLUSIVE) IN BLOCK 31 ON LAND COURT PLAN NO. 2408-M FILED WITH THE NANTUCKET REGISTRY DISTRICT OF THE LAND COURT SITUATED IN THE TOWN OF NANTUCKET HELD FOR CONSERVATION OR RECREATIONAL PURPOSES TO BE CONVEYED FOR ROADWAY AND/OR ANY PURPOSES.

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

Section 1. Pursuant to Article 97 of the Amendments to the Constitution of the Commonwealth of Massachusetts and notwithstanding the provisions of any general or special law to the contrary, the Town of Nantucket may transfer, sell, convey or otherwise dispose of all or portions of certain parcels of land situated in the Town of Nantucket for roadway and/or any purposes described as follows:

- Lots 35-38 (inclusive) in Block 31 on Land Court Plan 2408-M of the Nantucket County Land Court Registry and as shown on a map filed with the Office of the Town Clerk;

Section 2. As a condition of any disposition pursuant to Section 1, and to ensure no net loss of land subject to Article 97 of the Amendments to the Constitution of the Commonwealth, the Town of Nantucket shall convey to the care, custody, management and control of the Conservation Commission, and dedicate for conservation and recreation purposes pursuant to Article 97, land of equal or greater acreage and natural resource value as the land so disposed.

Section 3. This act shall take effect upon its passage.

Or to take any other action related thereto.

(Select Board)

NOTE: This home rule petition was approved as Article 95 of the 2022 Annual Town Meeting and Article 88 of the 2023 Annual Town Meeting. Home rule petitions currently pending before the legislature, which are not acted upon by December 31, 2024, may expire unless renewed by a confirmatory town meeting vote.

ARTICLE 89

(Home Rule Petition: Issuance of Pension Obligation Bonds and Notes)

To see if the Town will vote to request its representatives in the General Court to introduce special legislation as set forth below; and, that the General Court, with the approval of the Select Board, make constructive changes in the text hereof as may be necessary or advisable to accomplish the intent of the legislation in order to secure its passage, as follows:

AN ACT AUTHORIZING THE TOWN OF NANTUCKET TO ISSUE PENSION OBLIGATION BONDS OR NOTES

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

SECTION 1. The town of Nantucket may issue, at one time or from time to time, bonds or notes for the purpose of funding the portion of the unfunded pension liability of the Barnstable County retirement association allocable to the town of Nantucket, Nantucket County and the Nantucket Islands Land Bank. The proceeds of any such issuance, other than amounts to be applied to issuance costs and expenses, shall be paid by the town of Nantucket to the Barnstable County retirement association, shall be allocated solely to reduce the unfunded pension liability allocable to the town of Nantucket, Nantucket County and the Nantucket Islands Land Bank to which the bonds or notes relate, shall be invested in any investments which are permitted under chapter 32 of the General Laws and shall otherwise be held and expended on behalf of the town by the Barnstable County retirement association in accordance with law. The terms of any such bonds or notes shall not exceed 30 years from the date of issuance and the amount of any such bonds or notes shall be outside the limit of indebtedness prescribed in section 10 of chapter 44 of the General Laws. Upon the authorization of the issuance of pension obligation bonds by the town, the town shall submit the vote and a plan demonstrating how the town will finance and allocate the debt service associated with the bonds or notes to the executive office for administration and finance, and no bonds or notes authorized to be issued by this act shall be issued until the secretary for administration and finance has approved the plan and the issuance of such bonds or notes. Except as otherwise provided in this act, such bonds or notes shall be subject to said chapter 44.

SECTION 2. The aggregate principal amount of the bonds or notes issued during any calendar year under authority of this act shall not be greater than the amount sufficient to extinguish the unfunded pension liability of the Barnstable County retirement association allocable to the town of Nantucket, Nantucket County and the Nantucket Islands Land Bank as of a particular date as determined in accordance with this section, plus an amount to provide for issuance costs and other expenses necessary or incidental thereto. The Barnstable County retirement association shall first determine the amount sufficient to extinguish the unfunded pension liability of the town of Nantucket, Nantucket County and the Nantucket Islands Land Bank in accordance with the report of a nationally recognized independent consulting firm, which may be the consulting actuary generally retained by the Barnstable County retirement association, and which amount shall be approved by the public employee retirement administration

commission. The report shall also set forth the present value savings to the town reasonably expected to be achieved as a result of the issuance of such bonds or notes.

SECTION 3. The maturities of such bonds or notes shall be scheduled so that the annual combined payments of principal and interest for each issue shall be as nearly equal as practicable in the opinion of the town Treasurer, in any manner that shall provide for a more rapid amortization of principal, or in accordance with any other manner consistent with the town's approved funding schedule, as the secretary for administration and finance shall approve. In granting the approval, the secretary may require the establishment of a reserve to be created from a portion of the amount of the annual savings used to calculate the present value savings. Any such reserve shall be held and controlled by the town and shall be separate from any other reserve or fund of the town allowed or required by statute. The secretary shall establish a method to calculate both the required amount of annual contribution to the reserve and the minimum value to be maintained in the reserve and shall prescribe conditions for expenditure from the reserve, including its use if necessary to prevent or limit any future unfunded actuarial pension liability, and the conditions under which all or a portion of the funds in the reserve may be available for unrestricted purposes in which case such funds or portions thereof shall be transferred to the town treasury. Any funds in the reserve shall be trust funds within the meaning of section 54 of chapter 44 of the General Laws and, expected as otherwise provided in this act, shall be subject to the provisions of said section 54.

SECTION 4. If the unfunded pension liability to be funded with the proceeds of an issue of bonds or notes issued under this act relates in part to employees of Nantucket County or the Nantucket Islands Land Bank, each of such entities shall be responsible for reimbursing the town of Nantucket for such proportion of the annual debt service expense paid by the town of Nantucket for bonds or notes issued hereunder as is equal to the proportion of the total unfunded pension liability to be funded with the proceeds of the bonds or notes as relates to each of such entities. Notwithstanding any general or special law to the contrary, the Public Employee Retirement Administration Commission shall increase the annual amount to be certified under section 22 of the General Laws as the amount necessary to be paid by Nantucket County and the Nantucket County Land Bank as its proportionate share of the annual debt service expense as determined herein. The town of Nantucket shall have the same legal rights and authority as the retirement board of the Barnstable County retirement association to collect any amount so assessed to Nantucket County or the Nantucket Islands Land Bank.

SECTION 5. Notwithstanding chapter 70 of the General Laws or any other general or special law to the contrary, the portion of the annual debt service paid by the town of Nantucket for bonds or notes issued under this act applicable to school department personnel who are members of the Barnstable County retirement association shall be included in the computation of net school spending for the purposes of said chapter 70 or any other law.

SECTION 6. This act shall take effect upon its passage.

Or to take any other action related thereto.

(Select Board)

NOTE: This home rule petition was approved as Article 95 of the 2021 Annual Town Meeting and Article 89 of the 2023 Annual Town Meeting. Home rule petitions currently pending before the legislature, which are not acted upon by December 31, 2024, may expire unless renewed by a confirmatory town meeting vote.

ARTICLE 90

(Home Rule Petition: Real Estate Conveyances from Town of Nantucket to Nantucket Islands Land Bank)

To see if the Town will vote to authorize the Select Board to petition the General Court consistent with the requirements of Article 97 of the Amendments to the Massachusetts Constitution to enact special legislation to authorize the transfer and conveyance of all or portions of certain parcels of land in the Town of Nantucket owned by The Inhabitants of the Town of Nantucket held for open space, conservation or recreational purposes, as described in more detail below and as shown on a map filed with the Office of the Town Clerk, to the Select Board for purposes of conveyance and further to authorize the Select Board to convey the property described below on any terms and conditions the Select Board deem appropriate for all purposes pursuant to its enabling legislation, which may include the reservation of any easements and restrictions in regard to the property, provided, however, that the General Court may with the approval of the Select Board, make constructive changes in language as may be necessary or advisable towards perfecting the intent of this legislation in order to secure passage:

*AN ACT AUTHORIZING THE TOWN OF NANTUCKET TO CONVEY CERTAIN LAND
SITUATED IN THE TOWN OF NANTUCKET HELD FOR OPEN SPACE,
RECREATIONAL OR CONSERVATION PURPOSES TO THE NANTUCKET ISLANDS
LAND BANK FOR THE PURPOSES PURSUANT TO ITS LEGISLATION*

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

Section 1. Pursuant to Article 97 of the Amendments to the Constitution of the Commonwealth of Massachusetts and notwithstanding the provisions of any general or special law to the contrary, the Town of Nantucket may transfer, sell, convey or otherwise dispose of all or portions of certain parcels of land situated in the Town of Nantucket to the Nantucket Islands Land Bank for the purposes pursuant to its enabling legislation, and described as follows:

- Tax Assessor's Map 55, Parcel 276, Washington Street;
- Tax Assessor's Map 55.1.4, Parcel 71, 111 Washington Street;
- Tax Assessor's Map 55.1.4, Parcel 38, 104 Washington Street;
- Tax Assessor's Map 55.1.4, Parcel 9.3, 102 Washington Street;
- Tax Assessor's Map 55.1.4, Parcel 9.1, 100 Washington Street;
- Tax Assessor's Map 55.1.4, Parcel 9.2, 98 Washington Street;

- Tax Assessor's Map 54, Parcel 53, Monomoy Creeks;
- Tax Assessor's Map 54, Parcel 641, Monomoy Creeks;
- Tax Assessor's Map 55, Parcel 414, 6 Goose Pond Lane;
- Tax Assessor's Map 55, Parcel 407, 4 Goose Pond Lane;
- Tax Assessor's Map 55, Parcel 640, Monomoy Creeks;
- Tax Assessor's Map 55, Parcel 642, Goose Pond Lane;
- Lots A and B and the unconstructed portion of Spruce Street between its eastern sideline and its western sideline shown as 35.61 feet and 57.71 feet as shown on Plan No. 2010-10 recorded with the Nantucket County Registry of Deeds.

Any such disposition shall be on such terms and conditions as the Select Board deem appropriate, which may include the reservation of restrictions and easements, and the conveyance or dedication of a parcel or parcels of Town-owned land for purposes pursuant to Article 97, all as shown on a map filed with the Office of the Town Clerk.

Section 2. This act shall take effect upon its passage.

Or to take any other action related thereto.

(Select Board)

NOTE: This home rule petition was approved as Article 90 of the 2023 Annual Town Meeting. Home rule petitions currently pending before the legislature, which are not acted upon by December 31, 2024, may expire unless renewed by a confirmatory town meeting vote.

ARTICLE 91

(Home Rule Petition: Conveyance of Properties from County to Town)

To see if the Town will vote to authorize the Select Board to petition the General Court to enact a special act to authorize the transfer and conveyance of all or portions of certain parcels of land situated in the Town of Nantucket and the County of Nantucket owned by the County of Nantucket held for bicycle path purposes as described in more detail below and as shown on a map filed with the Office of the Town Clerk, to the Select Board for purposes of conveyance described below on any terms and conditions the Select Board deem appropriate, which may include the reservation of any easements and restrictions in regard to the property, provided, however, that the General Court may with the approval of the Select Board, make constructive changes in language as may be necessary or advisable towards perfecting the intent of this legislation in order to secure passage:

AN ACT AUTHORIZING THE COUNTY OF NANTUCKET TO CONVEY CERTAIN LAND SITUATED IN THE TOWN AND COUNTY OF NANTUCKET FOR PURPOSES OF CONVEYANCE TO THE TOWN OF NANTUCKET

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

Section 1. The County of Nantucket is hereby authorized to convey the following parcels of land, owned by the County of Nantucket to the Town of Nantucket for purposes of conveyance:

- Parcels 23, 24, 25, and 28 shown on Plan File 49- O recorded with the Nantucket County Registry of Deeds.

Any such disposition shall be on such terms and conditions as the Select Board deem appropriate, which may include the reservation of restrictions and easements, all as shown on a map filed with the Office of the Town Clerk.

Section 2. The provisions of Chapter 30B of the Massachusetts General Laws and any rights of first refusal in the Commonwealth under the provisions of Section 14 of Chapter 34 of the Massachusetts General laws shall not be applicable to any conveyance authorized hereunder.

Section 3. This act shall take effect upon its passage.

Or to take any other action related thereto.

(Select Board)

NOTE: This home rule petition was approved as Article 91 of the 2023 Annual Town Meeting. Home rule petitions currently pending before the legislature, which are not acted upon by December 31, 2024, may expire unless renewed by a confirmatory town meeting vote.

(Select Board)

ARTICLE

(Home Rule Petition: Nantucket Planning and Economic Development Commission)

To see if the Town will vote to request its representatives in the General Court to introduce legislation seeking a special act the text of which is set forth below and to authorize the General Court, with the approval of the Select Board, to make constructive changes in the text thereto as may be necessary or advisable in order to accomplish the intent of this legislation in order to secure passage; or to take any other action related thereto.

An Act changing the name and membership of the Nantucket Planning and Economic Development Commission

SECTION 1. Section 1 of chapter 561 of the acts of 1973, as most recently amended by section 1 of chapter 347 of the acts of 2018, is hereby further amended by striking out section 1 and inserting in place thereof the following section:-

Section 1. (a) In order to plan for the orderly and coordinated development and protection of the physical, environmental, social and economic resources of the islands of Nantucket, including the protection of ground, surface and surrounding waters,

Commented [LG38]: Is Board re-submitting this?

natural resources, open space and coastal resources, the provision of adequate facilities, including transportation and fair and affordable housing, and the preservation of historic resources, there is hereby established the Nantucket Regional Planning Commission.

(b) The commission shall consist of: 5 members, elected for rotating 3-year terms at the annual town election; and 6 members appointed annually to 1-year terms, 1 of whom is a representative of and appointed by the planning board of the town of Nantucket, 1 of whom is a representative of and appointed by the Nantucket Islands Land Bank Commission, 1 of whom is a representative of and appointed by the Nantucket Historical Commission, 1 of whom is a representative of and appointed by the Nantucket Housing Authority, 1 of whom is a representative of and appointed by the county commissioners of Nantucket county and 1 of whom is a representative of and appointed by the conservation commission of the town of Nantucket.

Any vacancy in the elected members shall be filled by a majority vote of the commission until the next regular town election, at which a new member shall be elected to serve the remainder of the vacated term, if any.

In no case shall any of the elected members or appointed members serve on the commission for more than 9 years in total; provided, however, that this section shall not prevent members from serving on other elected or appointed public bodies at any time.

SECTION 2. Section 2 of said chapter 561, as so amended, is hereby further amended by adding the following paragraph:-

The commission shall produce and make available for the annual town meeting a written report of its activities, annually.

SECTION 3. (a) At the first annual town election held after the effective date of this act, the voters of the town shall elect 1 member of the Nantucket Regional Planning Commission for a term of 1 year and 1 member for a term of 2 years; provided, however, that if 3 seats are to be filled at said election, the voters shall also elect 1 member for a term of 3 years. All subsequently elected members shall be elected to rotating 3-year terms pursuant to subsection (b) of section 1 of chapter 561 of the acts of 1973, as inserted by section 1.

(b) Following the first annual town election held after the effective date of this act, the terms of members previously appointed to the commission by their respective boards and commissions shall terminate and appointments shall be made pursuant to subsection (b) of section 1 of chapter 561 of the acts of 1973, as inserted by section 1.

(c) Following the effective date of this act, members previously appointed at-large by the commission shall continue to serve in such capacity until the date their successor is qualified at the regular annual town election held in the calendar year in which their appointed term ends. At such election, the previously appointed at-large member of the commission shall be replaced with an elected member pursuant to subsection (b) of

section 1 of chapter 561 of the acts of 1973. At no time shall the sum of elected members and previously appointed at-large members on the commission exceed 5 in total. In all such cases, previously appointed at-large members shall serve until successor elected members are elected and qualified.

SECTION 4. Years served prior to the effective date of this act shall not count towards the term limit established under the third paragraph of subsection (b) of section 1 of chapter 561 of the acts of 1973, as inserted by section 1.

SECTION 5. This act shall take effect upon its passage.

(Select Board)

NOTE: This home rule petition was approved as Article 83 of the 2023 Annual Town Meeting. Home rule petitions currently pending before the legislature, which are not acted upon by December 31, 2024, may expire unless renewed by a confirmatory town meeting vote. The original wording of this article, at the recommendation of Senate Counsel, was modified by vote of the Select Board on September 20, 2023.

ARTICLE HR1

(Home Rule Petition: Real Estate Conveyances from Town of Nantucket to Nantucket Islands Land Bank)

To see if the Town will vote to authorize the Select Board to petition the General Court consistent with the requirements of Article 97 of the Amendments to the Massachusetts Constitution to enact special legislation to authorize the transfer and conveyance of all or portions of certain parcels of land in the Town of Nantucket owned by The Inhabitants of the Town of Nantucket held for open space, conservation or recreational purposes, as described in more detail below and as shown on a map filed with the Office of the Town Clerk, to the Select Board for purposes of conveyance and further to authorize the Select Board to convey the property described below to the Nantucket Islands Land Bank on any terms and conditions the Select Board deem appropriate for all purposes pursuant to its enabling legislation or to the Sconset Trust for open space, recreational or conservation purposes, which may include the reservation of any easements and restrictions in regard to the property, provided, however, that the General Court may with the approval of the Select Board, make constructive changes in language as may be necessary or advisable towards perfecting the intent of this legislation in order to secure passage:

AN ACT AUTHORIZING THE TOWN OF NANTUCKET TO CONVEY CERTAIN LAND
SITUATED IN THE TOWN OF NANTUCKET HELD FOR OPEN SPACE,
RECREATIONAL OR CONSERVATION PURPOSES TO THE NANTUCKET ISLANDS
LAND BANK FOR THE PURPOSES PURSUANT TO ITS LEGISLATION AND/OR THE
SCONSET TRUST

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

Commented [LG39]: The HRP's need to be organized with the others; will do this later

Commented [VM40]: Are these the purposes that the Sconset Trust will hold the property?

Section 1. Pursuant to Article 97 of the Amendments to the Constitution of the Commonwealth of Massachusetts and notwithstanding the provisions of any general or special law to the contrary, the Town of Nantucket may transfer, sell, convey or otherwise dispose of all or portions of certain parcels of land situated in the Town of Nantucket to the Nantucket Islands Land Bank for the purposes pursuant to its enabling legislation or to the Sconset Trust for open space, conservation and recreation purposes, and described as follows:

- Tax Assessor's Map 74, Parcel 71 (portion of);
- Un-named way off Low Beach Road (between 2 and 6 Low Beach Road), Siasconset;
- Hawthorne Avenue (between Ocean Avenue and the Atlantic Ocean);
- Tax Assessor's Map 41, Parcel 342, 35 Grove Lane.

Any such disposition shall be on such terms and conditions as the Select Board deem appropriate, which may include the reservation of restrictions and easements, and the conveyance or dedication of a parcel or parcels of Town-owned land for purposes pursuant to Article 97, all as shown on a map filed with the Office of the Town Clerk.

Section 2. This act shall take effect upon its passage. Or to take any other action related thereto.

(Select Board)

ARTICLE

(Home Rule Petition: An Act Amending the Charter of the County of Nantucket)

To see if the Town will vote to request its representatives in the General Court to introduce special legislation, the text of which is set forth below, amending the Nantucket County Charter by striking out, in every instance in which they appear, the words "Board of Selectmen" and inserting in place thereof the words "Select Board," and to authorize the General Court, with the approval of the Select Board, to make changes of form to the text thereto as may be necessary or advisable in order to accomplish the intent and public purpose of this legislation in order to secure passage:

An Act Making the Charter of the County of Nantucket Gender Neutral

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

SECTION 1. The first sentence of section 2.2 of article II of the charter of the county of Nantucket is hereby amended by striking out the word "Selectmen," and inserting in place thereof, in each instance, the following words:- select board members.

SECTION 2. Section 2.2 of said article II of said charter is hereby further amended by adding the following clause:-

The select board shall have the full role of and all of the powers and authority of a board of selectmen under any general or special law and its members and officers shall have the full role of and all of the powers and authority of the members and officers of a board of selectmen under any general or special law.

Commented [VM41]: Note that with the passage of Chapter 3, Section 5A all new Article 97 transfers shall have to go through the process which is the no-net loss process with EOEEA.

SECTION 3. The first paragraph of section 2.3 of said article II of said charter is hereby amended by striking out the words "Board of Selectmen," in each instance in which they appear, and inserting in place thereof, in each instance, the following words:- select board.

SECTION 4. Subsection (d) of section 2.8 of said article II of said charter is hereby amended by striking out the words "Board of Selectmen" and inserting in place thereof the following words:- select board.

SECTION 5. This act shall take effect upon its passage.

Or take any other action relative thereto.

(Select Board)

ARTICLE

(Home Rule Petition: An Act Amending the Charter of the Town of Nantucket to Require Town Department Heads be Town Employees)

To see if the Town will vote to request its representatives in the General Court to introduce special legislation, the text of which is set forth below, amending sections 4.2, 4.4, and 4.5 of Chapter IV of the charter for the Town of Nantucket. **Said amendments will require that Department Heads of Town Administration Departments report to the Town Manager and are not subject to employment contracts with other boards, commissions, or agencies.**

And further to authorize the General Court, with the approval of the Select Board, to make changes of form to the text thereto as may be necessary or advisable in order to accomplish the intent and public purpose of this legislation in order to secure passage.

AN ACT AMENDING THE CHARTER FOR THE TOWN OF NANTUCKET

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

The Home Rule Charter of the Town of Nantucket, as established by chapter 289 of the acts of 1996, as amended, which is on file in the office of the archivist of the commonwealth, as provided in section 12 of chapter 43B of the General Laws, is hereby amended by making the following changes to Article IV - Town Administration.

Section 1: In Section 4.2, Town Manager; insert the following after the text in (d) (2) "said powers shall not be delegated."

Section 2: In Section 4.4, Town Administration Departments; make these changes to the second paragraph of section b) (additions shown in **highlighted text**)

All town employees in the employ of these boards, and commissions, and agencies as staff, assistants and the like shall, on the effective date of this amendment, come under the appointment, removal or other authority of the Town Manager in accordance with section 4.3 and 4.6 of the Charter **and shall not be party to any employment contract**

with any commission, board or agency, provided, however, that the method of appointment or election of members of such boards and commissions (which boards and commissions shall be "Department Head" within the meaning of section 4.6 of the Charter of the Town for each of their respective jurisdictions) shall not be changed by this amendment. [Amended 4-11-2007 ATM by Art. 44, approved 5-21-2007]

Section 3: In Section 4.5, Department Head Responsibilities; make the following changes (additions shown in highlighted text)

The heads of Town Administration departments shall be responsible to the Town Manager for the efficient operation of their respective departments and for the proper implementation of the laws and regulations of the Commonwealth and of Town bylaws applicable to their departmental functions. Heads of Town Administration departments shall not hold or enter employment contracts with any board, commission or agency.

Section 2: This Act shall take effect upon passage.

Or to take any other action related thereto.

(Meghan Glowacki, et al)

ARTICLE

(Real Estate Acquisition: Unnamed Way in Siasconset)

To see if the Town will vote to authorize the Select Board to acquire by purchase, gift or eminent domain the fee title or lesser interests together with any public and private rights of passage for public ways, open space and/or municipal purposes in all or any portions of an un-named and unconstructed way bounded by the eastern sideline of Low Beach Road to the Atlantic Ocean located between two Land Bank owned lots at 2 and 6 Low Beach Road. All as shown on a map filed with the Office of the Town Clerk.

Or to take any other action related thereto.

(Select Board)

ARTICLE

(Real Estate Acquisition: Easement in Jones Street, Siasconset, Kimberly Way (portion of) and Gardner Perry Lane (portion of) for CMOM Program Year 1B Gravity Sewer Replacement Project)

To see if the Town will vote to authorize the Select Board to acquire by gift, purchase or eminent domain a perpetual sewer easement or other interests in real estate for the purpose of improving the Town's sewer system and to construct, inspect, repair, renew, replace, operate and forever maintain sewer lines and mains with any manholes, pipes, conduits and other equipment and appurtenances thereto, in through, under and across the private way identified as Jones Street on Road Book Plan 3, page 19 in the Nantucket Registry of Deeds, also known as the way running between Shell Street and Center Street, between 18 and 20 Center Street, Siasconset; Kimberly Way (portion of) as shown on [fill in] and Gardner Perry Lane (portion of), formerly known as

Commented [VM42]: Is there a recorded plan reference? Is the Town disposing of this parcel to the Land Bank? If so, is there an Article for disposition?

Commented [VM43R42]: I see that there is an Article for the disposition below.

Commented [EM44]: NEW ARTICLE - Town Counsel is reviewing and will clean up

Garner Lane, as shown on Land Court Plan No. 38506-B in said Registry of Deeds, copies of which are on file with the Office of the Town Clerk.

Or to take any other action related thereto.

(Select Board)

ARTICLE R2A

(Real Estate Acquisition: Linden and Hawthorne Avenues in Siasconset)

To see if the Town will vote to authorize the Select Board to acquire by purchase, gift or eminent domain for general municipal, public ways, or open space purposes and for purpose of conveyance the fee title or lesser interests together with any public and private rights of passage in all or any portions of an un-named and unconstructed way bounded by the eastern sideline of Ocean Avenue to the Atlantic Ocean. All as shown on a map filed with the Office of the Town Clerk.

Or to take any other action related thereto.

(Select Board)

ARTICLE R2

(Real Estate Conveyance: Linden and Hawthorne Avenues in Siasconset)

To see if the Town will vote to authorize the Select Board to convey , sell, exchange or otherwise dispose of the fee title or lesser interests in all or any portion of Hawthorne Avenue subject to the following terms: (1) the Town shall receive grants of One Big Beach Easements to be held for the public benefit as consideration for such disposal of all or any portion of Hawthorne Avenue; and (2) a portion of or all of the land located between Hawthorne and Linden Avenues adjacent to the Atlantic Ocean, , is retained in fee interest, or granted to the Nantucket Islands Land Bank or the Sconset Trust by the Town, as determined by the Select Board; and (3) such disposal of all or any portion of Hawthorne Street shall be upon such terms and conditions as the Select Board deem appropriate, which may include the reservation of restrictions and easements. All as shown on a map filed with the Office of the Town Clerk.

Or to take any other action related thereto.

(Select Board)

ARTICLE R3A

(Real Estate Acquisition: Unnamed Way - Grove Lane to Westchester Road)

To see if the Town will vote to authorize the Select Board to acquire by purchase, gift or eminent domain the fee title or lesser interests together with any public and private rights of passage for public ways, and/or municipal purposes in all or any portions of an un-named and unconstructed way between the northern sideline of Grove Lane to the southern sideline of Westchester Road. All as shown on a map filed with the Office of the Town Clerk.

Commented [VM45]: Is there a recorded plan reference? Is this way Hawthorne Street and Linden Street and does this description describe both of ways? This Article also says the way is unnamed, yet the title is for Linden and Hawthorne Avenues- please clarify.

Commented [VM46]: Is there a recorded plan showing the roadways that we can reference?

Or to take any other action related thereto.

(Select Board)

ARTICLE R3B

(Real Estate Conveyance: Unnamed Way - Grove Lane to Westchester Road)

To see if the Town will vote to authorize the Select Board to sell, convey or otherwise dispose of the fee title or lesser interests to the Nantucket Islands Land Bank for all purposes pursuant to their enabling legislation and/or the Nantucket Conservation Fund, Inc. in all or any portions of an un-named and unconstructed way between the northern sideline of Grove Lane to the southern sideline of Westchester Road, subject to such terms and conditions as the Select Board deem appropriate, which may include the reservation of restrictions and easements. All as shown on a map filed with the Office of the Town Clerk.

Commented [VM47]: Since NCF does not have enabling legislation - will they hold it for open space and conservation purposes?

Or to take any other action related thereto.

(Select Board)

ARTICLE R4

(Real Estate Conveyance: Town of Nantucket to Nantucket Islands Land Bank and/or Sconset Trust, Inc. - Miscellaneous Parcels in Siasconset and Grove Lane)

To see if the Town will vote to authorize the Select Board to sell, convey or otherwise dispose of the fee title or lesser interests in the afore-referenced properties to the Nantucket Islands Land Bank for all purposes pursuant to their enabling legislation and/or the Sconset Trust, Inc. such disposition to be on any terms and conditions the Select Board deem appropriate, which may include the reservation of any easements and restrictions in regard to the following properties:

Commented [VM48]: Since Sconset Trust does not have enabling legislation, will they hold property for open space, recreation and conservation purposes?

MAP	LOT	NUMBER	STREET
74	71	(portions of former railroad bed)	Low Beach Road
Unnamed Way		(Low Beach Road to the Atlantic Ocean;	
		between 2 and 6 Low Beach Road)	Low Beach Road
Hawthorne Avenue		(Ocean Avenue to the Atlantic Ocean)	Siasconset
41	342	35	Grove Lane

Commented [EM49]: Working with Andrew to clean this up

All as shown on a map filed with the Office of the Town Clerk.

Or to take any other action related thereto.

(Select Board)

ARTICLE R5

(Real Estate Acquisition: 75A, 75B and 77 Bartlett Road)

To see if the Town will vote to authorize the Select Board to acquire by purchase, gift or eminent domain for the purpose of construction of a municipal sewer pumping

Commented [LG50]: Note: Approp would follow at a subsequent TM

station, municipal housing and drainage, sidewalk, utility, public transportation and any other related public purposes, the fee title or lesser interests of all or any portion of property located at 75A, 75B and 77 Bartlett Road, shown on Assessor's Map 66 as Lots 427.1, 427.2 and 428. All as shown on a map filed with the Office of the Town Clerk.

Or to take any other action related thereto.

(Select Board)

ARTICLE R6A

(Real Estate Acquisition: Paper Streets - Miacomet Park)

To see if the Town will vote to authorize the Select Board to acquire by purchase, gift or eminent domain the fee title or lesser interests together with any public and private rights of passage for public ways, open space and/or municipal purposes and for conveyance purposes in all or any portions of unconstructed ways within an area of land known as Miacomet Park including but not limited to Central, Ocean, Miacomet and Surfside Avenues, and Cottage, Dartmouth, Harvard, Hemlock, Highland, Lincoln, Mineral, Spring, Spruce, Summer and Walnut Streets, as shown on a plan entitled "Plan of Land Taking in Nantucket, MA," dated October 5, 1998, recorded with the Nantucket Registry of Deeds as Plan 53-T. All as shown on a map filed with the Office of the Town Clerk.

Or to take any other action related thereto.

(Select Board)

ARTICLE R6B

(Real Estate Conveyance: Paper Streets - Miacomet Park)

To see if the Town will vote to authorize the Select Board to sell, convey or otherwise dispose of the fee title or lesser interests to the Nantucket Islands Land Bank for all purposes pursuant to their enabling legislation all or any portions of unconstructed ways within an area of land known as Miacomet Park including but not limited to Central, Ocean, Miacomet and Surfside Avenues, and Cottage, Dartmouth, Harvard, Hemlock, Highland, Lincoln, Mineral, Spring, Spruce, Summer and Walnut Streets shown on a plan of land entitled "Plan of Land Taking in Nantucket, MA," dated October 5, 1998 recorded with Nantucket Registry of Deeds as Plan 53-T, subject to such terms and conditions as the Select Board deem appropriate, which may include the reservation of restrictions and easements. All as shown on a map filed with the Office of the Town Clerk.

Or to take any other action related thereto.

(Select Board)

ARTICLE R7

(Real Estate Conveyance: School Street, Surfside)

To see if the Town will vote to authorize the Select Board to convey, sell, exchange or otherwise dispose of a portion of the fee interest in School Street subject to the following terms: (1) the Town shall receive a grant of a One Big Beach Easement to be held for the public benefit as consideration for such disposal of all or any portion of School Street; (2) the Town will retain rights for the public to access Surfside Beach from Western Avenue to the Atlantic Ocean; (3) the owner(s) of 26 Western Avenue shall grant an easement over their property to the Town for pedestrian and emergency access over an existing path; and (4)) subject to such terms and conditions as the Select Board deem appropriate, which may include the reservation of restrictions and other easements. All as shown on a map filed with the Office of the Town Clerk.

Or to take any other action related thereto.

(Select Board)

Commented [VM51]: For what purposes did the Town acquire title to School Street? Does the Select Board have custody of this land?

Commented [VM52]: Is there a recorded plan that we can reference?

ARTICLE

(Real Estate Disposition: Utility Easement/Surfside Beach)

To see if the Town will vote to authorize the Select Board to convey a perpetual non-exclusive easement to Nantucket Electric Company/National Grid for such purposes to access, install, construct, reconstruct, repair, replace, add to, maintain and operate for the transmission of intelligence, an underground electric distribution system in, through, under, over, across and upon a certain portion of Town-owned land shown as

Or to take any other action related thereto.

(Select Board)

Commented [LG53]: Need help with this; this is for EV charging stations - need proper language and property description

INSERT WAUWINET ROAD LAYOUT ISSUE - COMING FROM PLUS

ARTICLE

(Real Estate Acquisition: Unnamed Way (Surfside))

To see if the Town will vote to authorize the Select Board to acquire by purchase, gift or eminent domain the fee title or lesser interests together with any public or private rights of passage for public ways and/or general municipal purposes in the unnamed way from the northern side of Western Avenue to Weeweeder Pond.

Or otherwise act thereon.

(Patricia A. Halsted, et al)

ARTICLE

(Real Estate Conveyance: Unnamed Way (Surfside))

To see if the Town will vote to authorize the Select Board to convey, sell or otherwise dispose of the fee title or lesser interests in all or any portion of the unnamed

way from the northern sideline of Western Avenue to Weeweeder Pond, subject to Chapter 30B of the Massachusetts General Laws and guidelines established under the “Nantucket Yard Sales” program on file at the Select Board’s office, such disposition to be on such terms and conditions as the Select Board may deem appropriate, which may include the reservation of easements and restrictions.

Or otherwise act thereon.

(Patricia A. Halsted, et al)

ARTICLE

(Real Estate Acquisition: Bank Avenue and Adjacent Way)

To see if the Town will vote to authorize the Board of Selectmen to acquire by purchase, gift or eminent domain, for general municipal purposes and for the purpose of conveyance of the fee title or lesser interests, together with any public or private rights of passage, in the unconstructed private way called Bank Avenue, as shown upon Land Court Plans 8178-A and 14733-A, and in so much of the Way running to the northeast from Bank Avenue between Lots A and C on Land Court Plan 8178-A as is southwest of the extended northeasterly line of Lot C;

or take other action with regard thereto.

(Arthur I. Reade, Jr., et al)

ARTICLE

(Real Estate Conveyance: Bank Avenue and Adjacent Way)

To see if the Town will vote to authorize the Board of Selectmen to sell, convey or otherwise dispose of the fee or lesser interests of all or any portion of the subject land pursuant to M.G.L., c. 30B, and guidelines established under the “Nantucket Yard Sales” program on file at the Board of Selectmen’s office, any such disposition to be on such terms and conditions as the Board of Selectmen deem appropriate, which may include the reservation of easements and restrictions, in the unconstructed private way called Bank Avenue, as shown upon Land Court Plans 8178-A and 14733-A, and in so much of the Way running to the northeast from Bank Avenue between Lots A and C on Land Court Plan 8178-A as is southwest of the extended northeasterly line of Lot C;

or take other action with regard thereto.

(Arthur I. Reade, Jr., et al)

ARTICLE

(Real Estate Acquisition: Hamblin Road)

To see if the Town will vote to authorize the Board of Selectmen to acquire by purchase, gift or eminent domain, for general municipal purposes and for the purpose of conveyance of the fee title or lesser interests, together with any public or private rights of passage, in the unconstructed private way called Bank Avenue, as shown upon Land Court Plans 8178-A and 14733-A, and in so much of the Way running to the northeast

from Bank Avenue between Lots A and C on Land Court Plan 8178-A as is southwest of the extended northeasterly line of Lot C;

or take other action with regard thereto.

(Kenneth Gullicksen, et al)

ARTICLE

(Real Estate Acquisition: Hamblin Road)

To see if the Town will vote to authorize the Board of Selectmen to sell, convey or otherwise dispose of the fee or lesser interests of all or any portion of the subject land pursuant to M.G.L., c. 30B, and guidelines established under the “Nantucket Yard Sales” program on file at the Board of Selectmen’s office, any such disposition to be on such terms and conditions as the Board of Selectmen deem appropriate, which may include the reservation of easements and restrictions, in so much of the unconstructed private way called Hamblin Road, as shown upon plan dated Nov. 1953, recorded with Nantucket Deeds in Plan Book 14, Page 40, as lies between the extended southern boundary of Lot 12 on said plan and the extended northerly boundary of Lot 9 on said plan;

or take other action with regard thereto.

(Kenneth Gullicksen, et al)

ARTICLE 104

(Appropriation: Stabilization Fund)

To see what sums the Town will vote to appropriate, and also to raise, borrow pursuant to any applicable statute, or transfer from available funds, for the purposes of the Stabilization Fund in accordance with Chapter 40 section 5B of the Massachusetts General Laws, from which appropriations may be made by a two-thirds vote of an Annual or Special Town Meeting for any purpose for which a municipality may borrow money or for any other lawful purpose; said sum not to exceed ten percent (10%) of the Fiscal Year 2023 tax levy.

Or to take any other action related thereto.

(Select Board)

ARTICLE 105

(Appropriation: Free Cash)

To see what sum the Town will vote to transfer from Free Cash in the treasury to meet the appropriations for the current and/or ensuing Fiscal Year and to authorize the Assessors to use in the fixing the tax rate, pass any vote, or take any other action related thereto.

(Select Board)

* Emily Molden article attachment

ZONING

139 Attachment 2

Town of Nantucket Use Chart (See § 139-7A.)

[Amended 4-6-2009 ATM by Art. 27, AG approval 8-10-2009; 4-4-2011 ATM by Arts. 58 and 61, AG approval 9-15-2011; 3-31-2012 ATM by Art. 47, AG approval 7-12-2012; 4-2-2013 ATM by Art. 30, AG approval 7-26-2013; 4-5-2014 ATM by Art. 67, AG approval 5-7-2014; 4-6-2015 ATM by Arts. 44, 47, 61, 62, 64, AG approval 8-5-2015; 11-9-2015 STM by Art. 2, AG approval 12-29-2015; 4-2-2016 ATM by Art. 36, 52, AG approval 7-12-2016; 4-1-2017 ATM by Art. 69, AG approval 5-31-2017; 11-6-2017 STM by Arts. 2, 19, 21, AG approval 2-26-2018; 10-10-2018 STM by Art. 2, AG approval 5-8-2019; 4-1-2019 ATM by Art. 49, AG approval 8-6-2019; 6-5-2021 ATM by Art. 48, AG approval 10-7-2021; 5-2-2022 ATM by Art. 54, AG approval 10-31-2022]

A = Accessory Use as defined in § 139-15

FBED = Formula Business Exclusion District

N = No

SP = Special Permit issued by Zoning Board of Appeals, unless the Planning Board is designated as the special permit granting authority pursuant to another section of this chapter.

Y = Yes

	Use	Town Residential Districts						Town Commercial Districts						Country Residential Districts					Country Commercial Districts		
		R-1 SR-1	ROH SOH	R-5 R-5L	R-10 R-10L SR-10	R-20 SR-20	R-40	CDT	CMI	CN	CTEC	CI	RC	RC-2	V-R	LUG-1	LUG-2	LUG-3	MMD	VN	VTEC
Residential	Primary dwelling	Y	Y	Y	Y	Y	Y	A	A	A	Y	N	Y	Y	Y	Y	Y	Y	Y	A	A
	Secondary dwelling	Y	Y	Y SP R-5L	Y SP R-10L	Y	Y	Y	N	N	N	N	Y	Y	Y	Y	Y	Y	N	N	N
	Accessory dwelling	Y	Y	Y	Y	Y	Y	Y	Y	Y	Y	N	Y	Y	Y	Y	Y	Y	Y	Y	Y
	Tertiary dwelling	N	N	Y R-5	Y R-10	Y R-20	Y	N	N	N	N	N	N	N	N	Y	Y	Y	N	N	N
				N R-5L	N R-10L N SR-10	N SR-20															
	Apartment	N	N	N	N	N	N	Y	Y	Y	Y	SP	N	N	N	N	N	N	N	N	N
Apartment building	N	N	N	N	N	N	N	SP	SP	N	N	N	N	N	N	N	N	N	SP	N	N

* Emily Molden article attachment

Tiny house unit	N	N	Y R-5	Y R-10	Y R-20	Y	N	N	N	N	N	N	N	N	Y	Y	Y	N	N	N
			N R-5L	N R-10L N SR-10	N SR-20															
Garage apartment	Y	Y	Y	Y	Y	Y	Y	Y	Y	Y	Y	Y	Y	Y	Y	Y	Y	Y	Y	Y
Duplex	Y R-1	N	Y	Y R-10	N	N	Y	Y	A	Y	N	Y	Y	N	N	N	N	N	N	N
	N SR-1		N R-5L	N R-10L N SR-10																
Workforce rental community	N	N	N	N	N	N	N	SP	SP	N	N	N	N	N	N	N	N	N	N	N
Elder housing facilities	SP	SP	SP	SP	SP	SP	N	SP	SP	N	N	SP	SP	SP	SP	SP	SP	N	N	N
Studio	A	A	A	A	A	A	Y	Y	Y	Y	Y	Y	Y	A	A	A	A	A	Y	Y
Garage – residential	A/SP	A/SP	A/ SP	A/SP	A/SP	A/SP	N	N	A	A	N	A	A	A/ SP	A	A	A/SP	A	A	A
Shed	A	A	A	A	A	A	N	N	A	A	A	A	A	A	A	A	A/SP	A	A	A
Outbuildings – other	A	A	Y	Y	A	A	N	N	A	A	A	A	A	A	A	A	A/SP	A	A	A
Swimming pool - residential	A2	N	A2	A	A	A	A	A	A	A	N	A	A	SP	A	A	A	SP N	A	A
Hot tub/spa	A	N	A	A	A	A	A	A	A	A	N	A	A	SP	A	A	A	SP N	A	A

139 Attachment 2:1

Supp 40, Jun 2022

To act upon and transact any business relative to the foregoing subjects which may, then and there, come before said meeting.

In addition, you are directed to notify and warn the inhabitants of the Town of Nantucket qualified to vote in Town affairs to go to the Nantucket High School at 10 Surfside Road in said Nantucket, on

***TUESDAY, THE TWENTY-FIRST DAY OF MAY 2023
BETWEEN THE HOURS OF 7:00 AM and 8:00 PM***

for the following purpose:

To cast their votes in the Annual Town Election for the election of candidates for the following offices:

Moderator	One for a term of one year
Select Board	One for a term of three years
School Committee	Two for terms of three years
Historic District Commission	One for a term of three years
Nantucket Islands Land Bank Commission	One for a term of five years
Harbor and Shellfish Advisory Board	Two for terms of three years
Community Preservation Committee	Two for terms of three years
Planning Board	One for a term of five years
Nantucket Board of Water Commissioners	Two for terms of three years

And, to cast their vote as "YES" or "NO" on the following ballot questions:

1. Debt Exclusion: Acquisition of 31 Western Avenue

Shall the Town of Nantucket be allowed to exempt from the provisions of Proposition Two and One-half, so-called, the amounts required to pay for the bond issued in order to purchase the property located at 31 Western Avenue and any other costs incidental and related thereto?

2. Debt Exclusion: Supplemental Funding for Public Works Facility Design Improvements

Shall the Town of Nantucket be allowed to exempt from the provisions of Proposition Two and One-half, so-called, the amounts required to pay for the bonds issued for the purpose of making design improvements to the Department of Public Works facility at 188 Madaket Road, 10 Sun Island Road, and/or 1 Shadbush Road, including the costs of professional services for design, permitting, engineering, and other related professional services, and any other costs incidental and related thereto?

3. Debt Exclusion for Supplemental Funding for Newtown Road Transportation Improvements

Shall the Town of Nantucket be allowed to exempt from the provisions of Proposition Two and One-half, so called, the amounts required to pay for the bonds issued to provide supplemental funding to make various transportation-related improvements on Newtown Road including the cost of professional services, permitting, engineering, construction, construction supervision, materials and other related professional services, and any other costs incidental and related thereto?

4 Debt Exclusion for Town Employee Housing Feasibility Costs

Shall the Town of Nantucket be allowed to exempt from the provisions of Proposition Two and One-half, so called, the amounts required to pay for the bonds issued to conduct a Town Employee Housing Feasibility Study, and Design and Owners Project Manager services for Town Employee Housing, including the cost of professional services, including permitting, and engineering, and any other costs incidental and related thereto?

5 Debt Exclusion for Tom Nevers Park Debris Removal and Erosion Control/Dune Restoration

Shall the Town of Nantucket be allowed to exempt from the provisions of Proposition Two and One-half, so called, the amounts required to pay for the bonds issued to make various improvements at Tom Nevers Park including debris removal and erosion control/dune restoration, including the cost of professional services, permitting, engineering, construction, construction supervision, materials and other related professional services, and any other costs incidental and related thereto?

6 Debt Exclusion for Reconstruction of the Jetties Beach Tennis Courts

Shall the Town of Nantucket be allowed to exempt from the provisions of Proposition Two and One-half, so called, the amounts required to pay for the bonds issued to reconstruct the Tennis Courts located at Jetties Beach, including the costs of professional services for design, permitting, engineering, construction, construction supervision, materials, and other related professional services, and any other costs incidental and related thereto?

7 Debt Exclusion for Public Safety Auxiliary Building

Shall the Town of Nantucket be allowed to exempt from the provisions of Proposition Two and One-half, so called, the amounts required to pay for the bonds issued to construct a Public Safety Auxiliary Building located at 4 Fairgrounds Road, including the costs of professional services for design, permitting, engineering, construction, construction supervision, materials, and other related professional services, and any other costs incidental and related thereto?

8. Capital Outlay Exclusions

Shall the Town of Nantucket be allowed to assess an additional \$INSERT in real estate and personal property taxes for the following purposes in the amounts as follows for the fiscal year beginning July 1, 2024?

<i>Department</i>	<i>Purpose</i>	<i>Amount</i>
	<i>Total Capital Exclusion:</i>	\$

Hereof fail not and make due return of this Warrant with your doings thereon to the Town Clerk at the time and place of meeting and election aforesaid.

Given under our hands this day of January in the year Two Thousand Twenty-four.

Dawn E. Hill Holdgate, Chair

Brooke Mohr, Vice Chair

Thomas Dixon

Matthew G. Fee

Malcolm MacNab

SELECT BOARD OF NANTUCKET, MA

Pursuant to Chapter 39, section 10 of the General Laws of the Commonwealth and the Warrant of January DATE 2024 I have notified and warned the inhabitants of the Town of Nantucket qualified to vote in Town affairs to appear at the times and place and for the purposes within mentioned by posting said notification on _____ at the Stop & Shop on Pleasant Street, the Town and County Building at 16 Broad Street; and upon the Bulletin Boards at the corner of Main and Federal Streets, and Siasconset Square.

Sworn to under pains and penalties of perjury,

Constable

COMMONWEALTH OF MASSACHUSETTS

NANTUCKET, ss.

SUPERIOR COURT
CIVIL ACTION
NO. 2275-00025; 2275-00026CHRISTOPHER MEREDITH & others¹vs.HOUSING APPEALS COMMITTEE & another^{2,3}**MEMORANDUM OF DECISION AND ORDER ON THE PARTIES'
CROSS-MOTIONS FOR JUDGMENT ON THE PLEADINGS**

The individual plaintiffs own properties on Nantucket, adjacent to the site of a proposed housing development granted a G. L. c. 40B comprehensive permit by the zoning board of appeals of Nantucket, which the developer, defendant Surfside Crossing, LLC, appealed to the defendant Housing Appeals Committee (HAC). The individual plaintiffs' action was consolidated with another challenge to the same permit by the plaintiff Nantucket Land Council, Inc. (NLC).⁴ The matter is now before this court on the plaintiffs' appeals of HAC's decision striking several permit conditions and approving the developer's project alterations. The parties cross-move for judgment on the pleadings, disputing, *inter alia*, the merits of HAC's determination that project alterations were insubstantial changes that did not require remand to the board under the regulations. For the following reasons, the plaintiffs' motions are **ALLOWED**, the developer and HAC's cross-motions are **DENIED**, HAC's insubstantial change and permit decisions are **VACATED**, and the matter is **REMANDED**.

¹ Linda Meredith, Jacques Zimicki, Joan Stockman, Marybeth Splaine, Jack Weinhold, Sean Perry, Bruce Perry, and Meghan Glowacki.

² Surfside Crossing, LLC.

³ Consolidated with Nantucket Civil Action 2022-00026, *Nantucket Land Council, Inc. v. Housing Appeals Committee*.

⁴ The matter was also consolidated with an appeal by the board, Nantucket Civil Action 2022-00027, which was later dismissed with prejudice by agreement. The board is no longer a party to the consolidated cases.

BACKGROUND

In April 2018, the developer submitted to the zoning board of appeals of Nantucket an initial proposal for a comprehensive permit pursuant to the Massachusetts Comprehensive Permit Act, G. L. c. 40B, §§ 20-23 (act), to construct a mixed market-rate and affordable housing development on a thirteen-acre South Shore Road site on Nantucket. The initial proposal consisted of a total of 156 units, split between sixty single-family homes and six multi-family condominium buildings containing ninety-six units.⁵ Of the 156 total units, 25% were to be designated affordable. During the board's subsequent public hearings, the developer discussed alternate proposals for ninety-two and 100 units, respectively, but ultimately did not pursue those project designs. After the close of the hearing in 2019, the board issued a comprehensive permit that reduced the original project proposal to a total of sixty units, consisting of forty single-family homes and twenty condominium units.⁶ The permit also included numerous other conditions that will be discussed *infra* as relevant. The developer thereafter appealed the permit decision to HAC.

In July 2019, shortly after the developer appealed, the plaintiffs moved to intervene in the HAC proceedings. HAC subsequently denied these motions on the basis that NLC's interests implicated Federal statutes rather than requirements of the act, and that the individual plaintiffs' interests were merely speculative.

In April 2020, the developer notified HAC of its intention to change the design of the proposed development from a combination of six multi-unit buildings and sixty single-family homes to eighteen multi-unit buildings with no single-family homes. The total number of

⁵ Thus, the original project proposal was comprised of approximately 38% single-family units and 62% multi-family units.

⁶ This reduction in the total number of units altered the proportional representation of building types to approximately 66% single-family units and 33% multi-family units.

proposed units remained the same, but the change in building type was accompanied by a relocation of all or nearly all structures on the site, an increase in building height and number of parking spaces, “approach[to] open space” that was “quite different[,]” and other design changes, which will be discussed in further detail below. HAC determined the developer had good cause for not originally presenting the proposed changes to the board and that such changes were not substantial, thereby denying the board’s motion for remand to consider the project in a public hearing in the first instance.⁷ A.R. 1045-1055. HAC reasoned that although a change in building type “generally” constitutes a substantial change under its regulations, in the circumstances of this project, the change was insubstantial and a remand to the board “would only result in delay.” A.R. 1048-1049. HAC further reasoned that the remaining changes identified by the board as warranting a determination of substantiality were below the 10% change threshold identified in the regulatory examples of substantial changes or otherwise not of a similar type to such examples, and that the aggregate of these changes also did not warrant a determination of substantiality. A.R. 1049-1054. The hearing on the altered project proceeded with only the board and the developer as parties, and ultimately closed.

In June 2021, the Superior Court (Wilkins, J.) allowed the plaintiffs’ motion for judgment on the pleadings on a separate action for interlocutory review of HAC’s intervention decision, vacating the denial and remanding the matter to HAC. *Nantucket Land Council, Inc. v. Surfside Crossing, LLC*, Nantucket Civil Action 2020-00021, Paper 14 (June 22, 2021). HAC thereafter permitted intervention by these parties the developer’s HAC appeal, but limited the scope of

⁷ In response to this decision, the board filed a Superior Court complaint seeking a declaration that the proposed changes were “substantial” and an order of remand for a public hearing. *Town of Nantucket Zoning Bd. of Appeals v. Massachusetts Dept. of Hous. and Community Dev.*, Nantucket Civil Action 2020-00022. The court (Wilkins, J.) allowed the department’s motion to dismiss the action without reaching the merits of the substantiality issue, reasoning that the complaint was premature where the board had failed to exhaust its administrative remedies by completing the HAC appeal process. *Id.*, Paper 12 (March 18, 2021).

their participation as follows. NLC's participation was limited to the consistency of imposed conditions and/or waivers with the Nantucket Open Space Plan and other open space concerns, including tree preservation, environmental monitoring, and protection of natural features. The individual plaintiffs' participation was limited to sewerage and other infrastructure vulnerability, traffic congestion, headlights and noise impacts, and historic district compliance, to the extent those issues impacted the plaintiffs, specifically. HAC reopened the evidence and held a supplemental hearing at which the plaintiffs participated within the above-specified parameters.

On the basis of the original evidence and that entered at the supplemental hearing, HAC issued a decision directing the board to issue a comprehensive permit for the altered project. Amongst other aspects, the HAC decision struck the board's original condition reducing the number of units from 156 to 60, as well as approved the conversion of the project from a 38% single-family, 62% multi-family mix to a 100% multi-family design with a resultingly altered layout on the parcel.

The parties thereafter cross-moved for judgment on the pleadings in the consolidated actions, disputing, *inter alia*, whether HAC erred in determining that the complete elimination of single-family homes from the project proposal and resultant layout changes, either alone or taken in conjunction with altered building height and open space layout, were nevertheless not substantial, thereby limiting review of the altered proposal to the *de novo* HAC hearings that the plaintiffs were permitted to participate in only after the delayed intervention, rather than review in public hearings before the board.^{8,9}

⁸ In addition, the plaintiffs argue that HAC erred in determining that the altered proposal did not result in a building height or parking space increases equal to or greater than 10%, and did not decrease open space by more than 10%, which should also constitute a substantial change under the regulations; that HAC wrongfully determined that the developer's appeal to HAC need not be dismissed on the basis of the timing of the filing of its environmental notification form with the Secretary of the Executive Office of Energy and Environmental Affairs; that HAC erred in limiting the scope of the plaintiffs' participation in the evidentiary hearing, including limiting the issues upon which they could submit evidence, and precluding them from participation in the original hearing

DISCUSSION

Judicial review under the Administrative Procedures Act (APA) is narrow and deferential to the agency, *Buchanan v. Contributory Ret. Appeal Bd.*, 65 Mass. App. Ct. 244, 246 (2005); but it is not abdication, *Arnone v. Commissioner of Dept. of Soc. Servs.*, 43 Mass. App. Ct. 33, 34 (1997). A court may set aside an agency decision only if the court determines that the substantial rights of any party may have been prejudiced because the decision is in violation of constitutional provisions; in excess of statutory authority or jurisdiction of the agency; based upon an error of law; based on unlawful procedure; unsupported by substantial evidence; unwarranted by facts found by the court on the record as submitted; or arbitrary, capricious, or an abuse of discretion. G. L. c. 30A, §§ 14 (7) (a)-(g). Where the interpretation of a regulation is at issue, the court “interpret[s] a regulation in the same manner as a statute, and according to traditional rules of construction.” *Zoning Bd. of Appeals of Hanover v. Housing Appeals Comm.*, 90 Mass App. Ct. 111, 117, rev. denied 476 Mass. 1107 (2016), quoting *Warcewicz v. Department of Envtl. Protection*, 410 Mass. 548, 550 (1991). Importantly, courts “ordinarily accord an agency’s interpretation of its own regulation considerable deference,” but “this principle is deference, not abdication, and courts will not hesitate to overrule agency

proceeding; that HAC erred in rendering a decision without appropriately considering issues of open space preservation and historic district compliance; and that HAC’s decision is contrary to substantial evidence in the record supporting various conditions as consistent with local needs, including those related to adequate sewerage, fire safety, water insufficiency in the event of an emergency, and light and noise impacts of the altered project configuration. For the reasons that follow, this court need not, and does not, reach these arguments where HAC’s substantial change decision was an error of law requiring remand to the board.

⁹ The developer also argues that the plaintiffs’ motions should be dismissed because they lack standing to maintain this appeal. HAC does not join in this argument. NLC’s standing as an entity aggrieved to appeal the grant of the permit is an issue that the Superior Court (Wilkins, J.) previously decided in a detailed memorandum of decision on the parties’ cross-motions for judgment on the pleadings in NLC’s separate action seeking interlocutory review of HAC’s intervention denial decision. *Nantucket Land Council, Inc. v. Surfside Crossing, LLC*, Nantucket Civil Action 2020-00021, Paper 14 (June 22, 2021). The developer did not appeal this decision. The matter is *res judicata* as to NLC. Where the individual plaintiffs raise similar arguments to NLC’s regarding HAC’s substantial change decision, it suffices to say that the plaintiffs have sufficient standing for the reasons set out in the decision of the court (Wilkins, J.) in the prior NLC action and the arguments articulated in the individual plaintiffs’ reply brief (Paper 19.4) in this action.

interpretations when those interpretations are arbitrary, unreasonable, or inconsistent with the plain terms of the regulation itself.” *Id.* In short, “the interpretation of statutory and regulatory language and the validity of the agency’s interpretation of its own regulation . . . are questions of law appropriate for [a court’s] resolution.” *Nuclear Metals, Inc. v. Low-Level Radioactive Waste Mgmt. Bd.*, 421 Mass. 196, 209 (1995).

HAC’s authority is set out in the act, its enabling statute. The act “provides qualifying developers of low or moderate income housing with access to a single comprehensive streamlined permitting process and expected appeal before the housing appeals committee (HAC).” *Zoning Board of Appeals of Milton v. HD/MW Randolph Ave., LLC*, 490 Mass. 257, 258 (2022) (*HD/MW Randolph*). To that end, “the act establishes a straightforward appeals process for the applicant” wherein HAC reviews a local permitting authority’s denial, or grant with “conditions and requirements as to make the building or operation of such housing uneconomic,” of a permit for such a project. *Board of Appeals of Woburn v. Housing Appeals Comm.*, 451 Mass. 581, 583 (2008), quoting G. L. c. 40B, § 22. In the event of a permit approved with conditions, the act permits HAC to review the permit and order the modification or removal of any such condition “only when the board’s approval with conditions ‘makes the building or operation of such housing uneconomic *and* is not consistent with local needs.’” *Board of Appeals of Woburn*, 451 Mass. at 584, quoting G. L. c. 40B, § 23. See 760 Code Mass. Regs. § 56.07(2) (2018) (establishing burden-shifting framework). In that way, “[t]he structure of the act ‘reflects the Legislature’s careful balance between leaving to local authorities their well-recognized autonomy generally to establish local zoning requirements . . . while foreclosing municipalities from obstructing the building of a minimum level of housing affordable to persons

of low income.” *Id.*, quoting *Zoning Bd. of Appeals of Wellesley v. Ardmore Apartments Ltd. Partnership*, 436 Mass. 811, 822-823 (2002).

At issue in this case is HAC’s interpretation of its regulations and decisional precedent to conclude that the altered project proposed during the pendency of the HAC appeal did not constitute a “substantial change” that would require a remand to the board to consider the altered project in the first instance. The regulations note that the act requires that a developer “present its application first to a [b]oard before appealing to [HAC],” and if a developer wishes, while the matter is under appeal to HAC, to “make changes in its proposal from its content as originally presented to the [b]oard, the [b]oard should have an opportunity to review changes that are substantial.” 760 Code Mass. Regs. § 56.07(4)(b). A developer seeking to change the original proposal under appeal must notify HAC of the proposed changes, and the hearing officer must then determine if such changes are “substantial” or “not substantial.” 760 Code Mass. Regs. § 56.07(4)(a). A “substantial change” requires remand to the local board for a public hearing on an expedited schedule only as to the aspects of the project affected by the proposed changes. *Id.* In contrast, a “not substantial” change that is accompanied by “good cause for [the developer] not originally presenting such details to the [b]oard” “shall be permitted if the proposal as so changed meets the requirements” of the act and associated regulations. *Id.* Subsection (4) does not directly define the term “substantial,” and instead gives “some examples of what circumstances ordinarily will and will not constitute a substantial change of the kind described in” subsection (4)(a). 760 Code Mass. Regs. § 56.07(4)(b). Subsection (4)(c) lists several factors that “generally will be substantial changes,” including a change in building type; increases of more than 10% in the height of buildings or number of housing units; a greater than 10% decrease in site size “in excess of any decrease in the number of housing units proposed”;

and a change from one form of housing tenure to another (e.g. from rental to individual ownership structure). In contrast, subsection (4)(d) lists several factors that “generally will not be substantial changes,” including a reduction in housing units, a decrease in unit floor area of less than 10%, a decrease in bedroom number within individual units, changes in color or style of building materials, and changes in financing programs if such changes do not affect any other aspect of the proposal.

In addition to the regulations described above, HAC has issued adjudicative decisions wherein it has adopted policies relative to the determination of substantial versus non-substantial changes.¹⁰ HAC has noted that the list of examples in the regulations “is by no means . . . exhaustive” and that such examples “may not apply to a particular project set in a specific context.” *VIF II/JMC Riverview Commons Inv. Partners, LLC v. Andover Zoning Bd. of Appeals*, Mass. Hous. Appeals Comm., No. 12-02 at *10 (HAC Feb. 27, 2013) (*VIF II/JMC Riverview*). “Where the regulatory *examples are not determinative*, the issue of whether proposed project modifications are ‘substantial’ is one that requires careful factual analysis” through examining the changes “in relation to the original project, taking into consideration the adverse impacts, if any, the changes could have on residents or on the surrounding area” (emphasis added). *Id.* Importantly, HAC “ordinarily will require [] a remand when the proposed changes cumulatively ‘amount to a totally new or different proposal.’” *Hanover Woods, LLC v. Hanover Zoning Bd. of Appeals*, Mass. Hous. Appeals Comm., No. 11-04 at *10 (HAC Feb. 10,

¹⁰ “There is no question that [HAC’s] decisions, like department regulations, are entitled to deferential review. It is a recognized principle of administrative law that an agency may adopt policies through adjudication as well as through rulemaking,’ . . . and ‘the choice made between proceeding by general rule or by individual, ad hoc litigation is one that lies primarily in the informed discretion of the administrative agency” (internal citation and quotations omitted). *Board of Appeals of Woburn*, 451 Mass. at 592-593.

2014), quoting *One Baker Avenue, LLC v. Kingston Zoning Bd. of Appeals*, Mass. Hous. Appeals Comm., No. 07-09 at *4 (HAC Apr. 5, 2013).

Here, this court concludes that HAC erred as a matter of law in interpreting its regulations and adjudicative precedent to determine that the proposed project changes are not substantial.¹¹ In so concluding, this court examines HAC's past decisions applying the "substantial change" standard, and the facts it relied upon in concluding that the altered project fell outside such standard. It is undisputed that the altered project completely eliminates one type of building, single-family homes, and increases the number of multi-family buildings from the originally proposed six to eighteen in the new, completely multi-family design. Further, as HAC recognized in its decision denying remand, this change in the type, number, and location of buildings resulted in a "revised proposal [that] approaches open space *quite* differently" (emphasis added). A.R. 1051.

In *Hanover Woods, LLC*, No. 11-04 at *9-10, HAC discussed its determination of substantiality for a project change proposed in the course of the developer's appeal of the board's approval of a permit for the original project, with conditions. HAC noted that a determination of substantiality was based on the altered project's increase in size from 152 to 200 units and a change of tenancy model from sale to rental. *Id.* Under the circumstances there, which HAC characterized as a proposal that "amount[ed] to a wholly new project," these changes "together were so substantial that the new proposal had to be remanded to the [b]oard for reconsideration." *Id.*

In contrast, in *CMA, Inc. v. Westborough Zoning Bd. of Appeals*, Mass. Hous. Appeals Comm., No. 89-25 at *20-21 (HAC June 25, 1992), HAC found that a project change proposed

¹¹ Where this holding is dispositive of the parties' cross-motions, the court does not reach the remaining issues raised by the plaintiffs' appeals.

during the pendency of an appeal of the permit conditions was insubstantial. There, a portion of the project site was separated out from the parcel and the total number of units was reduced. Notably, the developer maintained the same number of proposed buildings, merely reducing their size with “little change[] in appearance or . . . location.” *Id.* at *3. HAC reasoned that the regulatory examples indicated that a reduction in the number of housing units ordinarily will be insubstantial, and found no reason to deviate from that general guidance where many of the board’s concerns were “not significantly affected by the changes.” *Id.* at *21. Likewise, in *Sherwood Estates v. Board of Appeals of the City of Peabody*, Mass. Hous. Appeals Comm., No. 80-11 at *3 (HAC Apr. 30, 1982), HAC determined that a proposed change of an under-appeal project’s tenant type from solely elderly tenants to a mix of elderly and family tenants did not “amount to a totally new or different proposal” requiring remand to the board. In so concluding, HAC noted that “only parking requirements [had] changed,” while “[t]he number and height of the buildings remain[ed] the same; the type of building [was] the same; the total floor space [was] the same; the size of the site [was] the same.” *Id.* at *4.

Here, the administrative record is clear that the number, location, and size of *all* of the buildings on the site have changed in the altered proposal as a result of the complete elimination of the single-family building type from the project. The original proposal contained sixty-six total buildings, while the altered proposal contains the same number of total units in eighteen buildings. This altered configuration results in changes to roadways and traffic circulation, a reduction in total open space area with a reallocation of the majority of open space from private to community use, conversion of the majority of parking from a distributed pattern throughout the site in the individual semi-pervious driveways of single-family homes to a collected pattern

in twelve impervious parking lots largely located on the periphery of the development, and other site plan changes.

Nevertheless, HAC reasoned that the complete elimination of single-family housing from the project, and the increase in the number of multi-family buildings from six to eighteen, did not constitute a substantial change despite the inclusion of building-type change as an example of a substantial change in 760 Code Mass. Regs. § 56.07(4)(c). HAC's conclusion that the regulation's "general" principle did not apply was based on three factors. First, HAC reasoned that where "the original plans contained both types of housing, during its public hearings the [b]oard was able to evaluate the effects of both types of designs." A.R. 1048. Second, HAC noted that "this is not a situation where houses on relatively large lots are being replaced by large buildings," and instead was a change from "closely spaced cottages" such that "the overall density of units on the site remains the same." A.R. 1048-1049. Third, HAC concluded that the board had "clearly expressed its discomfort with the larger buildings" in its original permit conditions, which reduced the proportion of multi-family units from approximately 61% to approximately 33% of total units. A.R. 1049.

Notably, HAC did not discuss the difference in size, location, and number of the multi-family buildings considered in the original proposal as compared to the altered proposal, when reaching its conclusion that the board had already sufficiently considered the multi-family building type. Contrast *CMA, Inc.*, No. 89-25 at *3 (considering, *inter alia*, relevance of developer's maintenance of same *number* and *location* of buildings to determination that reduction in building size and unit number was insubstantial); *Sherwood Estates*, No. 80-11 at *4 (considering relevance of, *inter alia*, unchanged *number*, height, and type of buildings in determining insubstantial change from elderly-only to family-elderly tenant mix). Moreover,

beyond the board's reduction in the original project's relative proportion of multi-family units to single-family units, HAC did not identify support for its conclusion that the board had "discomfort" with larger buildings to the extent that it would likely *reject* such buildings in a project solely comprised of multi-family units rather than condition such a design appropriate to legitimate local needs, and thus that remand would only result in delay.¹² See *CMA, Inc.*, No. 89-25 at *20 (articulating policy to find changes insubstantial "[i]f the changes are *not so great* as to represent a totally new or different proposal, *and* if it seems unlikely that the local board will *reverse* its previous decision, [because] remand would only result in delay, and the merits are best resolved in the *de novo* proceedings before [HAC]" [emphasis added]).

In this specific context, it is exceedingly difficult to see how the regulatory example is *not* "determinative" of the substantiality of the change and how the altered proposal does *not* plainly "amount to a wholly new project" requiring remand for the board to consider, in public hearings, the impact of the number and location of the multi-family buildings on legitimate matters of local concern. See *VIF II/JMC Riverview*, No. 12-02 at *10; *Hanover Woods, LLC*, No. 11-04 at *10. This is so even where, as here, the court gives deference to HAC's technical expertise and its decisional policy of being "more amenable to determining that proposed changes are insubstantial" when raised during the pendency of a HAC appeal on the original permit conditions. See *VIF II/JMC Riverview*, No. 12-02 at *11 (justifying relaxed standard for preconstruction, versus post-construction, proposed changes because substantiality determination "is of only limited importance in this [pre-construction] context, because even if a proposed change is deemed to be insubstantial—and therefore deemed approved by the local board—the

¹² Notably, this is not a circumstance where a board entirely rejected a multi-family building type in its conditional approval of an original project.

modified project still has to be evaluated by [HAC] to ensure it is consistent with local needs”).¹³ Indeed, in its brief, HAC does not identify any prior decisions where a change in building type was held to be insubstantial despite the explicit regulatory example, particularly where such change results in a many-fold change in the total number buildings or the relocation of all such buildings on the site. Cf. *HD/MW Randolph*, 490 Mass. at 266 (noting “a consistent administrative adjudicatory interpretation of statutory and regulatory language is . . . entitled to deference”).

In this context, HAC’s decision relies on nearly unfettered discretion to interpret the term “substantial” in manner that is inconsistent with the explicit inclusion of building type as a regulatory example of substantial change, 760 Code Mass. Regs. § 56.07(4)(c), the regulatory acknowledgment that an applicant must present a project to the board in the first instance and the board must have “an opportunity to review changes that are substantial,” 760 Code Mass. Regs. § 56.07(4)(b), and the act’s “careful balance between leaving to local authorities their well-recognized autonomy generally to establish local zoning requirements . . . while foreclosing municipalities from obstructing the building of a minimum level of housing affordable to persons of low income.” See *Board of Appeals of Woburn v. Housing Appeals Comm.*, 451 Mass. 581, 594 (2008). This is not a circumstance in which HAC properly may employ an “adjudicative interpretation [to] fill[] in a gap in the statutory and regulatory regime” in the “absen[ce of] a clear directive from the Legislature to the contrary,” *HD/MW Randolph*, 490 Mass. at 266, as it would be where “[n]one of the examples listed in the regulations are similar enough to the

¹³ The court need not, and thus does not, reach the question whether this policy exceeds HAC’s statutory authority or conflicts with its promulgated regulations, either generally or in particular circumstances where intervention of interested non-municipal parties in HAC proceedings has been denied initially. However, the court notes that HAC’s articulation of this policy in *VIF III/JMC Riverview* does not address the difference between a municipality’s opportunity to address impacts of proposed changes during a *de novo* evaluation of an altered project by HAC, and the opportunity of interest non-municipal parties to address impacts of such changes during a public hearing of the board.

proposed [changes] to compel a result one way or another” and are thus “not determinative.” See e.g. *VIF II/JMC Riverview*, No. 12-02 at *10 (addition of parking garage not similar to explicit regulatory examples of substantial or insubstantial changes). Where a listed example is *precisely* the type of proposed change at issue, and the specific context of that change results in a three-fold change in the number of total buildings and wholesale relocation of all buildings on the site, it is a facial error of law for HAC to conclude that such example is *not* determinative and the proposed change falls outside the meaning of “substantial” solely on the basis that the board previously considered a project containing less than 10% multi-family structures and conditioned its approval of that original project on an altered proportion of multi-family versus single-family units.

Accordingly, this court concludes that HAC’s interpretation of its regulations, to determine insubstantial the proposed change from sixty single-family homes and six multi-family buildings to solely eighteen multi-family buildings, is so “arbitrary, unreasonable, [and] inconsistent with the plain terms of the regulation itself,” that deference to such an interpretation would amount to impermissible abdication. See *Zoning Bd. of Appeals of Hanover*, 90 Mass App. Ct. at 117. On this basis alone, HAC’s substantiality decision must be reversed regardless of any good reason by the developer to redesign the project during the appeal stage, and the altered project must be remanded to the board for an expedited hearing on the proposed changes in keeping with the dictates of 760 Code Mass. Regs. § 56.07(4)(a).

Nevertheless, for the purpose of completeness, this court further concludes that it was also plainly erroneous to conclude that the proposed changes were insubstantial when the changes in building type, number, and location were considered cumulatively with the increase in building height and decrease in total open space. Accepting as correct HAC’s factual

calculations, the proposed changes increased the overall building height by either 7% or 8%, just below the regulatory example of a 10% increase in building height as a substantial change. A.R. 1049-1050. 760 Code Mass. Regs. § 56.07(4)(c)(1). Although a change in open space is not explicitly listed as an example in the substantial change regulation, HAC found that there was an 8% decrease in total open space and a “quite different” approach to organizing such open space in a central site for community active recreation rather than the allocation of the majority of open space as private space surrounding single-family units. A.R. 1051-1052. See *VIF II/JMC Riverview*, No. 12-02 at *13-14 (noting increase in lot coverage and intensity of use on site from construction of parking garage constituted substantial change despite lack of explicit inclusion in regulatory examples of substantial and insubstantial changes).

Considering these proposed changes in conjunction with the change in building type, number, and location, further demonstrates the unreasonableness of HAC’s disregard of the explicit substantial change examples, and the inconsistency of this interpretation with the plain meaning of its prior adjudicative precedent regarding changes that “cumulatively ‘amount to a totally new or different proposal.’” *Hanover Woods, LLC*, No. 11-04 at *10, quoting *One Baker Avenue, LLC*, No. 07-09 at *4. This error of law also requires reversal of the substantiality decision and remand to the board for consideration of the altered project in the first instance, pursuant to 760 Code Mass. Regs. § 56.07(4)(a).¹⁴

¹⁴ I note that I, together with counsel, walked the site of the proposed housing development. However, what I saw was used only to assist me in understanding the arguments of counsel at hearing. My decision is the result of, and limited to, a review of the administrative record.

ORDER

For the foregoing reasons, it is hereby **ORDERED** that the plaintiffs' motions for judgment on the pleadings (Papers 18.1 and 19.1) be **ALLOWED** and the defendants' cross-motions for same (Papers 18.2 and 18.3) be **DENIED**. It is further **ORDERED** that judgment shall enter **VACATING** the July 31, 2020 decision of the Housing Appeals Committee determining the project changes proposed by Surfside Crossing, LLC are not substantial and the September 16, 2022 decision of the Housing Appeals Committee granting a comprehensive permit for the changed project. It is lastly **ORDERED** that judgment shall enter **REMANDING** the matter for further consideration consistent with the memorandum with respect to the requirement of 760 Code Mass. Regs. § 56.07(4)(a) that substantial changes be remanded to the zoning board of appeals of Nantucket.

January 2, 2024



Mark C. Gildea
Justice of the Superior Court