

Town and County of Nantucket Select Board • County Commissioners

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



16 Broad Street
Nantucket, Massachusetts 02554

Telephone (508) 228-7255
Facsimile (508) 228-7272
www.nantucket-ma.gov

C. Elizabeth Gibson
Town & County Manager

AGENDA FOR THE MEETING OF THE SELECT BOARD FEBRUARY 7, 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/dB2YU1Zo8lo>

ZOOM WEBINAR REGISTRATION LINK TO VIRTUALLY ATTEND MEETING:
https://us06web.zoom.us/webinar/register/WN_bHLeNDUbStCfu8KgGDkqhA

- I. CALL TO ORDER***
- II. SELECT BOARD ACCEPTANCE OF AGENDA***
- III. ANNOUNCEMENTS***
 1. The Select Board Meeting is Being Audio/Video Recorded.
 2. Select Board Announcements/Comments.
- IV. FOLLOW-UP ON COMMENTS FROM PRIOR SELECT BOARD MEETINGS***
- V. PUBLIC COMMENT****
- VI. NEW BUSINESS****
- VII. APPROVAL OF MINUTES, WARRANTS AND PENDING CONTRACTS***
 1. Approval of Minutes of January 31, 2024 at 5:30 PM.
 2. Approval of Payroll Warrants for February 4, 2024.
 3. Approval of Treasury Warrants for February 7, 2024.
 4. Approval of Pending Contracts for February 7, 2023 - as Set Forth on the Spreadsheet Identified as Exhibit 1, Which Exhibit is Incorporated Herein by Reference.

VIII. CONSENT ITEMS

1. Gift Acceptances: Affordable Housing Trust; Natural Resources Department; Human Services.

IX. CITIZEN/DEPARTMENTAL/COMMITTEE REQUESTS/REPORTS

1. Public Health: Short-term Rental Registration Platform Update.
2. Town of Tisbury: Request for Support of Bill No. SB 451 to Amend Section 11 of Chapter 55 of the Acts of 2003, as Amended by Sections 44-47 of Chapter 65 of the Acts of 2004, to Increase the Ferry Embarkation Fee from \$.50 to \$2.00.
3. Nantucket Affordable Housing Trust Fund/Housing Office:
 - a) Affordable Housing Projects Update.
 - b) Request for Authorization of Funding for Habitat for Humanity Nantucket for Waitt Drive Housing Project.
 - c) Request for Authorization of Funding for Richmond Great Point Development, LLC for Sandpiper Place Homeownership Acceleration.
 - d) Request for Approval to Submit Local Action Unit Application to State Executive Office of Housing and Livable Communities (EOHLC) for Habitat for Humanity Nantucket's Waitt Drive Village; and, to Authorize the Chair to Execute on Behalf of the Board any other Documents Related to Project which are Administrative and Excluding any Restrictions, Easements or other Real Property Interests in the Project to be Held by the Town (Tabled from January 24, 2024).
 - e) Request for Approval of Amendment to Declaration of Trust for Affordable Housing Trust, Pursuant to Vote on Article 78 of 2023 Annual Town Meeting.
4. Habitat for Humanity:
 - a) Request for Waiver of Sewer Connection Permit Fees and Sewer Capacity Fees for Four Single Family Homes and One Duplex Home to be Located at 5A, 5B, 7A, 7B (Duplex), 9A and 9B Waitt Drive.
 - b) Request for Waiver of 50% of Building Permit Fees for Four Single Family Homes and One Duplex Home to be Located at 5A, 5B, 7A, 7B (Duplex), 9A and 9B Waitt Drive.

X. TOWN MANAGER'S REPORT

1. Overview of Nantucket and Madaket Harbors Management.

XI. SELECT BOARD'S REPORTS/COMMENT

1. Committee Reports.

XII. 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

EXHIBIT 1
AGREEMENTS TO BE EXECUTED BY TOWN MANAGER
UNLESS RESOLUTION OF DISAPPROVAL BY SELECT BOARD
February 7, 2024

Type of Agreement/Description	Department	With	Amount	Other Information	Source of Funding	Term
Grant Agreement	Culture & Tourism	The Nantucket Book Foundation, Inc.	\$250	Grant to bring visiting authors to Nantucket Public Schools	Massachusetts Cultural Council grant	Jan 16, 2024 - Jan 16, 2025
Grant Agreement	Culture & Tourism	The Theatre Workshop of Nantucket, Inc.	\$550	Grant to help purchase costumes for fall 2024 production	Massachusetts Cultural Council grant	Jan 16, 2024 - Jan 16, 2025
Grant Agreement	Culture & Tourism	Nantucket Flying Association, Inc.	\$250	Grant for Youth Aviation Camp art supplies	Massachusetts Cultural Council grant	Jan 16, 2024 - Jan 16, 2025
Grant Agreement	Culture & Tourism	Nantucket Community Television, Inc.	\$550	Grant for hands-on filmmaking workshops	Massachusetts Cultural Council grant	Jan 16, 2024 - Jan 16, 2025
Grant Agreement	Culture & Tourism	Nantucket Comedy Festival, Inc.	\$550	Grant for "Stand Up & Learn" programming	Massachusetts Cultural Council grant	Jan 16, 2024 - Jan 16, 2025
Grant Agreement	Culture & Tourism	Nantucket Community Music Center, Inc.	\$550	Grant for "no cost" music programs and instruction	Massachusetts Cultural Council grant	Jan 16, 2024 - Jan 16, 2025
Grant Agreement	Culture & Tourism	Nantucket Community School	\$550	Grant for weekly family playgroups to learn the heritage of whaling industry through literacy & the arts	Massachusetts Cultural Council grant	Jan 16, 2024 - Jan 16, 2025
Grant Agreement	Culture & Tourism	The Nantucket Historical Association	\$550	Grant for "NHA On the Road" programming for seniors	Massachusetts Cultural Council grant	Jan 16, 2024 - Jan 16, 2025
Grant Agreement	Culture & Tourism	Linda Loring Nature Foundation	\$580	Grant for free event for children & families to learn about science & ecology topics relevant to Nantucket	Massachusetts Cultural Council grant	Jan 16, 2024 - Jan 16, 2025
Grant Agreement	Culture & Tourism	Artists Association of Nantucket, Inc.	\$550	Grant for Senior Citizen Art Class & Exhibition project	Massachusetts Cultural Council grant	Jan 16, 2024 - Jan 16, 2025

Grant Agreement	Culture & Tourism	The Nantucket Maria Mitchell Association	\$580	Grant to support Artists in Residence (AIR) & Visiting Scientist (VS) program	Massachusetts Cultural Council grant	Jan 16, 2024 - Jan 16, 2025
Professional Services Agreement	Public Works	Mabbett & Associates, Inc.	\$14,943.24	Nantucket Town Hall Courtroom flooring asbestos abatement - design & air monitoring services	Public Works Budget	Feb 7, 2024 - Feb 6, 2025
Professional Services Agreement	Town Administration	Raftelis Financial Consultants	\$49,500	Evaluation & review of Human Services Dept & associated grant processes	FY24 Professional Services	Feb 7, 2024 - Dec 31, 2024
Professional Services Agreement	Town Administration	Raftelis Financial Consultants	\$75,000	On-call professional guidance to Town Manager in support of Select Board Strategic Plan	FY24 Professional Services	Feb 7, 2024 - Jan 31, 2025
Contract Amendment	Marine	Marinetek North America, Inc.	(\$20,725)	Change Order #2 for Town Pier Floating Docks (savings of \$20,725)	N/A	Mar 22, 2023 - Mar 21, 2024
Lease Agreement	Our Island Home	Ricoh Corporation	\$4,347.36	3-year agreement for lease & upgrade of copier	Our Island Home Budget	Jan 1, 2024 - Dec 31, 2026
Professional Services Agreement	Our Island Home	UniTech	\$3,452.75	Unitech call bell system - to provide needed improvements & updates to ensure accurate response times to resident call bells	Article 12 2018 ATM	Feb 7, 2024 - Feb 6, 2025

CONSENT AGENDA ITEMS FOR 2/7/2024 SELECT BOARD MEETING

1. Gift Acceptances

Recommend the acceptance of the following gifts to Town agencies:

- Affordable Housing Trust:
 - o Gift of \$1,000 from the Boyd Family Foundation
- Natural Resources Department:
 - o Gift of \$5,000 from the Orensteins for the Brant Point Shellfish Hatchery larval equipment
- Human Services:
 - o Gift of \$20,000 from the Sandbar to support Elder Services of Nantucket (\$10,000) and The Warming Place (\$10,000)

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.

December 30, 2023

Nantucket Affordable Housing Trust

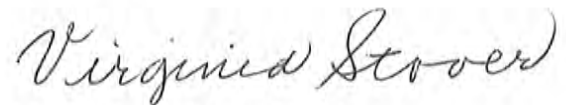
3 East Chestnut St.

Nantucket, MA 02554

Nantucket Affordable Housing Trust,

In memory of our daughter and niece, Emily Stover, the Boyd Family Foundation is donating \$1000 to the Nantucket Affordable Housing Trust.

Sincerely,



Virginia Josey Stover, President

1527 Alderwood Dr.

Sugar Land, TX 77479

Mary Josey Bahrs

10004 Thornwood

Kensington, MD 20895

Jane Josey Grandusky

7340 Pioneer Rd

West Palm Beach, FL 33413



TOWN OF NANTUCKET NATURAL RESOURCES DEPARTMENT

131 PLEASANT STREET
NANTUCKET, MA 02554

(508) 228-7230



January 9, 2024

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 Orensteins in the amount of \$5,000 for their support of larval equipment for the Shellfish Hatchery. We will be in attendance at the upcoming meeting of the Board to answer any questions that you may have in regard to this gift. Thank you for your attention to this matter.

Sincerely,

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

Town of Nantucket

Select Board

To Whom It May Concern:

The Sandbar would like to donate funds to two specific organizations that we feel are incredibly important to Nantucket's year round community - Elder Services of Nantucket and The Warming Place. We have enclosed a check of \$20,000 to be allocated at your discretion so that these two services can best be supported. The Sandbar is committed to helping and supporting island groups and causes in any way that we can.

Thank you and best of luck!

George Kelly & Nick Nass

A handwritten signature in cursive script, appearing to read "George Kelly".A handwritten signature in cursive script, appearing to read "Nick Nass".

From: [Nancy](#)
To: [Town Manager](#)
Subject: Embarkation letter to Joint Committee on Revenue chairs
Date: Tuesday, January 23, 2024 2:43:55 PM
Attachments: [Embarkation letter to Moran et al 1-2024.docx](#)

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

Hello - There is a bill currently before the Massachusetts legislature which would increase the embarkation fee from .50 to \$2.00. Oak Bluffs and Tisbury worked with Senator Cyr's office to get the bill introduced in January 2023 and now we are trying to nudge it along out of the Joint Committee on Revenue with a favorable vote. Toward that end, we have drafted a letter of support for the bill to be signed by the select boards and finance committees from all the port towns. Attached is the letter to the two chairs of the committee with a second page for you to include the signatures from your select board and finance committee.

Thank you for facilitating this. Please send a signed copy of the letter back to me. And don't hesitate to contact me if you have any questions.

Best,

Nancy

Nancy Gilfoy
Chair, Tisbury Finance and Advisory Committee

January __, 2024

Senator Susan Moran
Representative Mark Cusack
Chairs of the Joint Committee on Revenue
26 Beacon Street
Boston, MA 02133

Dear Senator Moran and Representative Cusack:

Senator Cyr's office has initiated Bill No. SD 451 amending Section 11 of Chapter 55 of the Acts of 2003, as amended by Sections 44-47 of Chapter 65 of the Acts of 2004 (the "Act"), which would increase the embarkation fee (the "Fee") applicable to ferry passengers leaving certain port towns, from \$.50, to \$2.00. The undersigned Towns urge you to review and approve the Bill in your Committee as quickly as possible as the \$.50 fee has been in place for over 20 years and an increase is long overdue.

The Fee was designed to offset some of the additional costs incurred by port Towns because of hosting ferry service. The need for additional public safety services - police, fire, and ambulance - due to being a port town is a substantial expense for municipal budgets. The ferries themselves cause dredging issues in our harbors, wear and tear on our jetties and seawalls and other infrastructure. The increased car traffic requires additional repairs to roads. 20 years is too long for a fee to remain static when the costs that fee defrays have increased exponentially during that same time. In addition, those costs will be further exacerbated due to inevitable increased usage and the real pressures of climate change.

An increase in the embarkation fee is long overdue. Increased operating and capital costs for the taxpayers of port towns have been substantial and will continue to increase to keep up with issues related to inflation and climate change. Sharing the added costs with the people who use these ports is fair and will ensure that the port towns remain safe and welcoming for years to come. Please pass this Bill as expeditiously as possible.

Sincerely,

Town of Oak Bluffs

Emma Green-Beach, Chair Select Board

Sherry Countryman, Chair Finance and Advisory
Committee



Agenda Item Summary

Agenda Item #	IX. 3a.
Date	2/7/2024

Staff

Kristie Ferrantella, Municipal Housing Director

Subject

Affordable Housing Trust Fund (AHTF) update to Select Board

Executive Summary

Like the Coastal Resilience Advisory Committee (CRAC), the AHT would like to provide quarterly updates to the Select Board. The purpose of the report is to provide a summary to the Board of the activities of the Trust and implementation of the Board's strategic goals on housing.

Staff Recommendation

N/A

Background/Discussion

The AHT held a housing "summit" on January 11th to discuss goals and priorities. The Trust is seeking ways to inform the public about their activities and believes a quarterly update to the Select Board assists in this goal. Moving forward, the AHT would like to present on a similar schedule as CRAC.

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

Board/Commission Recommendation

The AHT recommends implementing a quarterly update to the Select Board with activities from the past three months.

Public Outreach

N/A

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

Strategic Plan – Housing

Attachments

- 1) Quarterly Report attached.



Affordable Housing Trust Fund (AHTF)

Housing Department

Kristie Ferrantella

2/7/2024

Quarterly Report to Select Board

For October 2023 – December 2023



Highlights From the Trust

- Closing Cost Assistance awarded to 3 families
- Developing Year-Round Deed Restriction Program
- Affordable Homes Act – inclusion of real estate transfer fee
- Construction and land acquisitions for safe harbor maintenance
- Hiring of new Housing Director



Status: Construction and Land Acquisition

- Completed land swap of 16 and 18 Vesper Lane with NCH
- 135/137 Orange Street – RFP has been issued; received one (1) response
- Habitat for Humanity - Completion of Benjamin Drive
- 31 Fairgrounds (Wiggles Way) – 2024 completion
- Richmond Development – 146 rental units are completed and 24 will be receiving CO's this week
- 12 Bartletts – RFP ready to be issued
- 7 Amelia – RFP ready to be issued

Year-Round Deed Restriction

- The program would establish a permanent deed restriction, which would limit properties to year-round residency.
- This deed restriction can be either sold to the Affordable Housing Trust by existing homeowners or created during the acquisition of a property by a year-round resident as a form of down payment assistance
- This initiative aims to enhance housing affordability and accessibility for the year-round community while establishing a permanent inventory of year-round housing.
- Judi Barrett held info sessions with the community in the Fall



Year-Round Deed Restriction Home Rule Petition

- Article 80 at 2024 Annual Town Meeting
- The home rule petition would create a definition for a year-round deed restriction to promote year-round housing occupancy; the program will be created by the AHT
- This aligns with the select board's strategic goal around creating affordable homeownership opportunities.
- The Trust would purchase deed restrictions and in exchange, the unit would be occupied for at least 10 months of the year by either ownership or rental.
- Provincetown approved a similar HRP at their 2023 ATM

Affordable Homes Act

- Gov. Healey introduced the Affordable Homes Act in October of 2023, a comprehensive bill to increase housing production.
- This is a \$4.1b bond bill that includes several policy options for housing
- Includes an option for a real estate transfer fee and a seasonal community designation
- First Hearing was held January 18th
- If the bill passes, it will be at end of July, and we will need a special town meeting to opt in



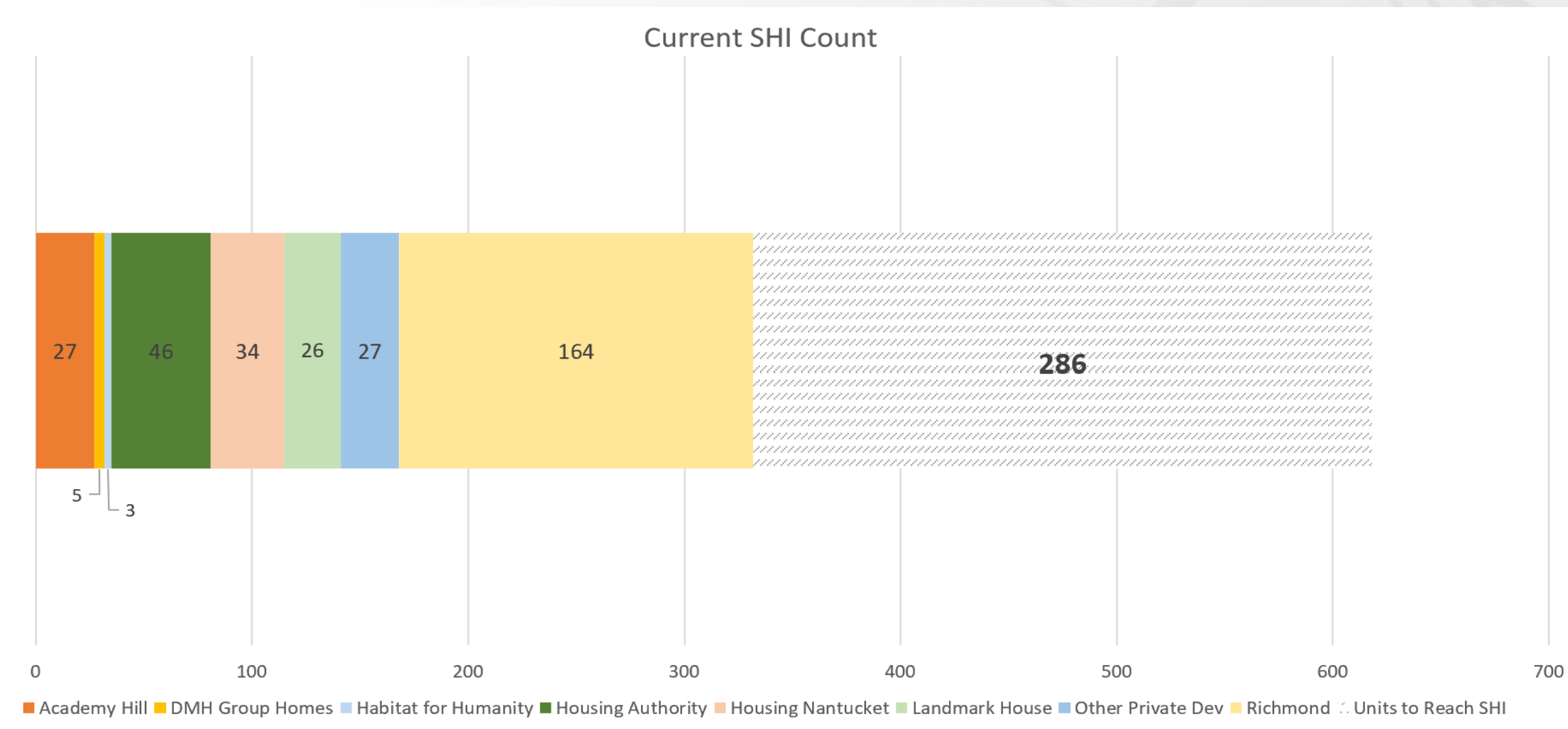
Real Estate Transfer Fee - Home Rule Petition

- Article 79 at 2024 Annual Town Meeting
- Nantucket voters have been approving this HRP since 2016
- Would impose a fee of 0.5% on real estate transactions over \$2m

SHI List & Safe Harbor

- 2020 Census updated our Subsidized Housing Inventory (SHI) Requirement from 490 units to 618 unit (up 26%)
- Must create 31 units in a calendar year for one year of Safe Harbor; 62 units for two years of Safe Harbor
- Nantucket currently has 332 SHI units out of 6,184 housing units; or 5.37% (goal is 10%).

Current SHI Count and Make Up



Steps to Safe Harbor

Estimated Timing for SHI Unit Additions

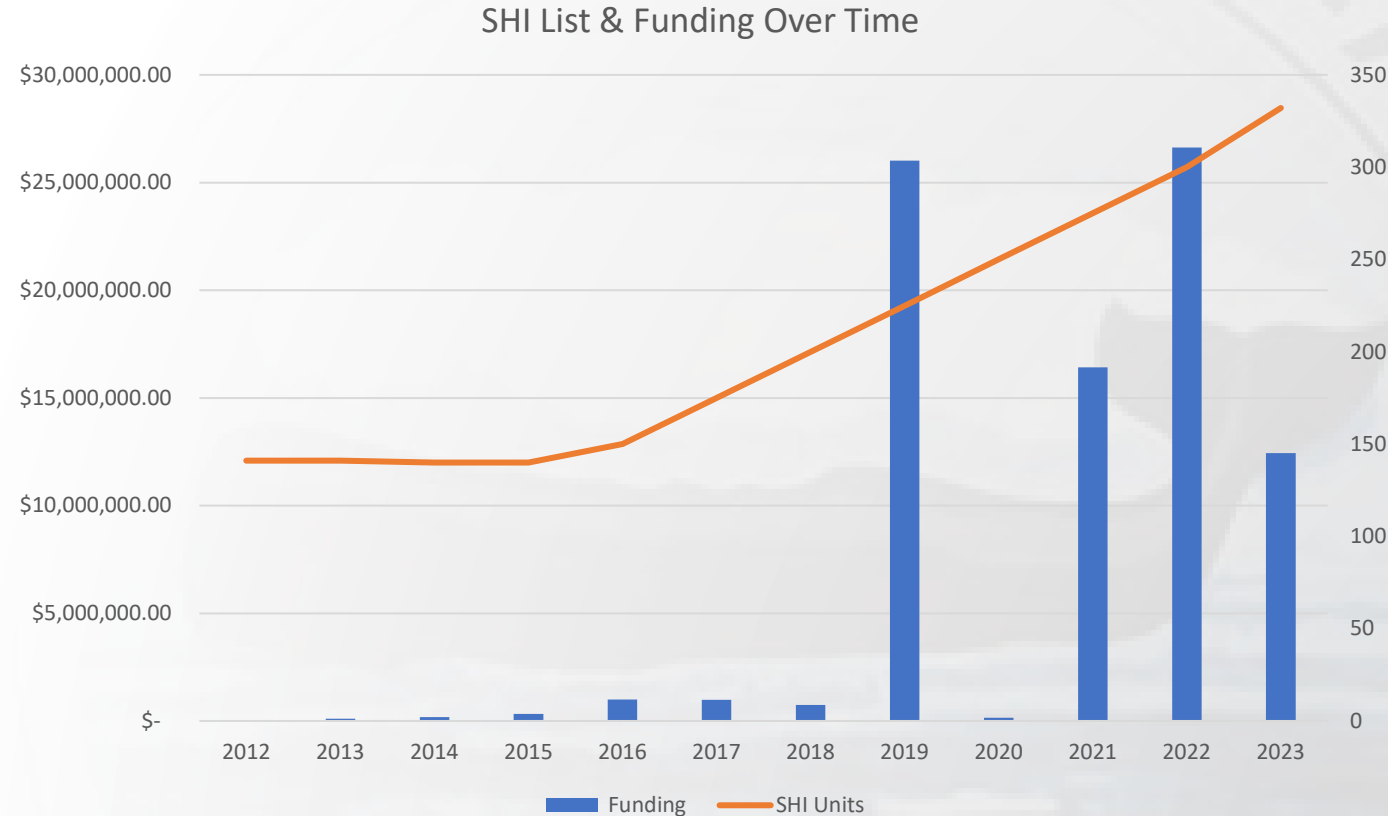
Estimated SHI List Count	2023	2024	2025	2026	2027
<i>Starting Balance</i>	332	340	501	537	589
Sandpiper II (Richmond) [O]		6			
Ticcoma Green (6 Fairgrounds Road) [R]		64			
Scattered rentals (Housing Nantucket) [R]		1	1	1	1
Scattered ownership (Habitat for Humanity) [O]		4	2	2	2
135 + 137 Orange Street [R]		31			
Richmond Meadows II (Gooseberry Place) [R]	8	55			
7 Amelia Drive [R]			4		
Vesper Lane [R]			17		
Bartlett Road [R]			12		
Potential					
Potential Development [R]				17	
Potential Buydown [R]				32	
TBD					26
Subtotal net additional units =	8	161	36	52	29
Ending balance	340	501	537	589	618
<i>Units potentially eligible to count toward Safe Harbor =</i>		99	31	51	28
<i>Minimum Safe Harbor deficit =</i>		0	0	0	3

[R] denotes Rental units; [O] denotes Ownership units

Note: If Surfside Crossing is ultimately permitted at 156 units, it will as a future point add 39 units to our SHI list, 24 of which may be eligible toward a future Safe Harbor period.

Goal:
618 Units

Funding for Affordable Housing



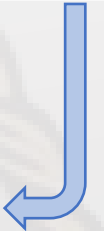
Goal:
618 Units

	Funding	Spent	In Progress	Remaining Funds	Future Needs
Totals	\$ 84,380,641.00	\$ 38,063,706.00	\$ 45,350,000.00	\$ 966,935.00	\$ 48,425,000.00

Allocation of Funding

	Spent	In Progress	Remaining Funds
Totals	\$ 38,063,706.00	\$ 45,350,000.00	\$ 966,935.00

Project	Spent (Grant)	Spent (Loan)	In Progress (Grant)	In Progress (Loan)	Future Need	# of Units	Status
12 & 12 R Bartlett Road	\$ 2,750,000.00				\$ 5,875,000.00	12	2025
135 & 137 Orange Street	\$ 3,874,706.00		\$ 6,000,000.00		\$ 9,000,000.00	32	RFP issued; 2024-2025
31 Fairgrounds	\$ 7,910,000.00	\$ 8,469,000.00				22	Target Q2 2024
8 White Street Land	\$ 1,200,000.00				\$ 2,400,000.00	6	2025
Richmond - Wildflower Loan	\$ 925,000.00	\$ 1,675,000.00				24	Completed
Richmond - Violet Place Loan	\$ 2,380,000.00	\$ 3,570,000.00				48	Completed
HFHN - Beach Grass	\$ 835,000.00					2	Completed
HFHN - Benjamin Drive	\$ 975,000.00					3	Completed
HFHN - Waitt Drive	\$ -		\$ 4,000,000.00			6	2024 – 2025
16 Vesper Lane	\$ 3,500,000.00				\$ 7,125,000.00	19	2025
6 FG Financing			\$ 1,000,000.00	\$ 6,500,000.00		64	2024
Richmond Sandpiper II Acceleration				\$ 3,100,000.00		7	2024
SHI Maintenance 2024				\$ 16,000,000.00		55	2024
SHI Maintenance 2025					\$ 2,000,000.00	32	2025
SHI Maintenance 2026					\$ 9,200,000.00	26	2027
Land Acquisition & Development			\$ 8,750,000.00		\$ 8,000,000.00	40	2026
Year Round Buy Down					\$ 4,125,000.00	15	2025
Housing Nantucket Construction					\$ 700,000.00	1	2025
Total	\$ 24,349,706.00	\$ 13,714,000.00	\$ 19,750,000.00	\$ 25,600,000.00	\$ 48,425,000.00	414	





Kristie Ferrantella
Kferrantella@nantucket-ma.gov





Agenda Item Summary

Agenda Item #	IX. 3b.
Date	2/7/2024

Staff

Kristie Ferrantella, Municipal Housing Director

Subject

Habitat for Humanity Nantucket Request for Grant Funding to Complete Six (6) Homes for Ownership on Waitt Drive

Executive Summary

Habitat for Humanity Nantucket is requesting \$4,000,000 for the construction of six (6) homes for homeownership at 5, 7 and 9 Waitt Drive. The homes are restricted at 80% AMI or less and are all eligible for inclusion on the Town's Subsidized Housing Inventory.

Staff Recommendation

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

Background/Discussion

Habitat for Humanity is requesting \$4,000,000 as a grant to cover the construction of six homes for homeownership. The letter from Habitat outlines the timeline and costs of construction. In addition to providing safe, suitable, stable, affordable housing for homeownership, these units are also SHI-eligible. They can potentially count toward certification of our HPP and our next period of Safe Harbor. Habitat will be supporting seeking a Special Municipal Employee Local Preference on two (2) of the units.

Impact: Environmental ☐ Fiscal ☐ Community ☒ Other ☐

Board/Commission Recommendation

Recommended by the Affordable Housing Trust (unanimous vote on 1/30/2024)

Public Outreach

N/A

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

N/A

Attachments

- 1) HFHN Request Letter
- 2) HFHN Cash Flow Projection and Construction Timeline
- 3) HDC submission for all six homes



Mr. Brian Sullivan, Chair
2024
The Affordable Housing Trust Fund
c/o Town Administration
16 Broad Street.
Room 111
Nantucket, MA 02554

January 24,

Dear Brian and the AHTF Board,

On behalf of the Board of Habitat for Humanity Nantucket, Inc, I want to sincerely thank the AHTF for your ongoing support of Habitat by helping us with our mission of building hope and community for Nantucket families in the 80% or lower AMI level. The completed sale and transfer of Lots 88, 89 and 90 on Waitt Drive from the Town of Nantucket to Habitat was completed on January 11, 2024. It was approved by the Select Board on November 15, 2023 and the designs approved by the HDC in early December.

We have the people lined up to stake and clear the lots over the next 10 days and have started the permitting process and hope to have the Planning Board approve our secondary dwelling by this Friday, January 26th. We will then immediately file for our foundation permits for the four single family homes. As mentioned, we will go back to stick building the six homes since we have gotten very competitive bids from Miller Starbuck, who built our three homes in Sachems Path and one home on Waitt Drive before we moved to modular for our last 5 homes. We found that even though modular was quicker, the quality and durability were much lower than that of stick building.

Attached are pdf's of the HDC submission and the estimated building costs of the entire project. Below, from the building cost estimates, I have put together an estimate of the timing of the funding needs from the AHTF.

Habitat Nantucket's #'s 5, 7 and 9 Waitt Drive Building project of 6 SHI Listed Homes:

2 x 2 bedroom, 2.5 bath Single Family homes of 1352 Sq Ft finished space with 10 ft ceiling basements.

Estimated cost of \$650,000 each

2 X 3 bedroom, 3.5 bath Single family homes of 2159 Sq Ft finished space with 10 ft ceiling basements.

Estimated cost of \$700,000 each

1 duplex of 2 x 2 bedroom, 2.5 bath Single family homes of 1352 sq ft finished space with 10 ft ceiling.

basements. Estimated cost of \$1,300,000 for the duplex.

Estimated total funding needed from AHTF: \$4,000,000: Breakdown on Cash flow estimate pdf below and project timing pdf

- Need for calendar year 2024 Phase 1: \$ 2,260,000

- Need for calendar year 2025 Phase 2: \$ 1,740,000

Estimated timing needs for the funding:

Phase 1: 4 Single Family homes:

January 2024 \$240,000. Habitat will put up the first money for the 2 phases of the build. \$60,000 per house. That will be \$240,000 for the first phase of the single family homes in January and February 2024 and \$120,000 for the second phase for the duplex in January, 2025. This is the total of our mortgage financing of our 16 homes for the 2 years and donations. This money will partially cover: Architectural designs, permitting, surveying, site Prep, excavation and infrastructure, and ordering of the windows for all the homes.

February 2024 \$260,000: Architectural designs, permitting, surveying, site Prep, excavation and infrastructure, and ordering of the windows for all the homes

April 2024 \$500,000. Concrete and Masonry, and Construction of Watertight shell

July 2024 \$1,000,000. Construction of a watertight shell. Trim, Roofing, and sidewalls. Installation of windows and doors.

October 2024 \$500,000. Utilities, and interior finishes. Decks and porches

Phase 2: Duplex and completion of Single family homes

January 2025 \$120,000. Habitat Phase 2 contribution for duplex. Surveying, site prep, excavation and infrastructure, concrete and masonry

March 2025 \$500,000. Concrete and masonry, construction of a watertight shell. Trim, Roofing, and sidewalls. Installation of windows and doors.

April 2025 \$500,000 Utilities, and interior finishes. Appliances, hardware, and finishes for Single Family homes

August 2025 \$500,000 Decks and porches, Appliances, hardware, and finishes for duplex

September \$240,000 Landscaping and parking, contingency and final bills

Total estimated cost of project \$4,360,000 including a 9% contingency.

We are very appreciative and could not be doing this without your support.

Sincerely,

Gerry Keneally.

President of Habitat for Humanity Nantucket

Habitat for Humanity Nantucket - Waitt Drive Cash Flow

Unit	5A Waitt Drive	5B Waitt Drive
# BRs	3	2
EOHLC Calculated Sales Price	\$275,000	\$231,750
Habitat 0% Mortgage:		
Per Month	\$763.89	\$643.75
Per year	\$9,166.67	\$7,725.00
Over 30 years	\$275,000.00	\$231,750.00
Projected Construction Cost	\$760,000	\$710,000

7A Waitt Drive 2	7 B Waitt Drive 2	9A Wiatt Drive 3	9B Waitt Drive 2
\$224,000	\$224,000	\$275,000	\$231,750
\$622.22	\$622.22	\$763.89	\$643.75
\$7,466.67	\$7,466.67	\$9,166.67	\$7,725.00
\$224,000.00	\$224,000.00	\$275,000.00	\$231,750.00
\$710,000	\$710,000	\$760,000	\$710,000

Less: Habitat Construction Contribution

Outlay by TON

Implied subsidy - at Cost

Total Project

\$1,461,500 = face value of mortgages on six homes

\$1,461,500 = face value of mortgages on six homes

\$4,360,000 = HFHN estimated construction cost including 9% contingency

\$360,000 = Habitat's \$60,000/unit contribution

\$4,000,000

\$2,538,500 = TON outlay less undiscounted stream of mortgage payments

HABITAT FOR HUMANITY - Waite Drive project

[illegible]

	5B	5A	9B	9A	DUPLEX	
JAN						
FEB	Stage 1	Stage 1	Stage 1	Stage 1		Stage 1 - General requirements
MAR	Stage 2					Stage 2 - Site Prep excavation & Infrastructure
APR	Stage 3	Stage 2				Stage 3 - Concrete & Masonry
MAY		Stage 3	Stage 2			Stage 4 - Construction Water Tight Shell & Utilities
JUN			Stage 3	Stage 2		Stage 5 - Interior Finish, Appliances, Hardware Finishes
JUL				Stage 3		Stage 6 - Landscaping, Parking, Paving
AUG						
SEPT						
OCT						
NOV					Stage 1	
DEC					Stage 2	
Jan-25					Stage 3	
FEB						
MAR						
APR						
MAY						
JUN						
JUL						
AUG						
SEPT						
OCT						
NOV						
DEC						
Jan-26						
FEB						
MAR						
APR						
MAY						
JUN						
JUL						
AUG						
SEPT						
OCT						
NOV						
DEC						



REQUIRED WITH ALL APPLICATIONS:

- X 1. **Completed Application Form:** Description of ALL work must be indicated on application form.
- X 2. **Property Owner's Signature:** Current owner's signature preferred; if the agent is signing the application written authorization from the owner (letter, fax, email) must be provided.
- X 3. **Application Fee:** See back of application for fee schedule or call the office.
- X 4. **Locus Map (4 copies):** Location Map must include north arrow, parcel boundaries, primary and secondary streets. (Town GIS Map Site) <https://www.nantucket-ma.gov/151/GIS-Maps>
- X 5. **Site Plan (4 Copies):** must include the following: lot dimensions, north arrow, all existing structures, proposed work (highlighted) with dimension to lot lines, scale, driveway, grade changes, and *placement of HVAC units, electrical boxes, fuel tanks, etc..*
- X 6. **8-1/2" x 11" Copies of ALL Application Materials:** Must include the following: application form (reduced 64%), locus map, plot plan, all elevations and floor plans, window schedule, photographs, other relevant supporting material. All material MUST BE LEGIBLE (font size no smaller than 12), collated and stapled.
- X 7. **Photographs:** Required of ALL applications for alterations to an existing structure. Photographs must be clear and labeled with application address or contextual address.
- X 8. **Electronic submission:** All documents submitted to the HDC office must be emailed to hdcsubmissions@nantucket-ma.gov.

REQUIRED WHERE APPLICABLE:

- N/A 1. **Supplemental Information for Historic Buildings:** It is the applicant's responsibility to research the historical status of any and ALL buildings. Additional information may be obtained from the Nantucket Historical Association Library. If not historic, denote on application.
- X 2. **Exterior Elevations and Floor Plans (4 copies):** Must be Y.-inch scale and include all affected sides of the building, cardinal points (N, S, E, W), dimensions, heights, floor and ceiling heights, elevations of finished grade, window details and placement of HVAC units, electrical boxes, fuel tanks, etc. *All changes from approved or existing design must be clouded on drawing.* All material MUST BE LEGIBLE, collated and stapled. Reduced sets should maintain a font size of 12.
- N/A 3. **As-Built Plans (1copy):** of existing elevations
- X 4. **Hardscaping Plans (4 copies):** To legible scale. This includes fences, decks, porches, arbors, retaining walls, tennis courts, swimming pool, driveways, gazebos etc. All material MUST BE LEGIBLE, collated and stapled.
- X 5. **Topographic Map:** Must show existing and proposed grade for any change of more than one foot in height on grade. Retaining walls must be applied for separately (see hardscaping plan).
- X 6. **Door and Window Schedule (4 copies):** Must include window type (true divided, simulated divided), number of lights, dimensions, materials, manufacturers type name and type number.
- GA 7. **I UNDERSTAND THAT A TRUE DIVIDED LIGHT WINDOW/DOOR IS DEFINED AS MULTIPLE INDIVIDUAL SINGLE PANES OF GLASS (i.e., NOT DOUBLE-PANED OR INSULATED) ASSEMBLED IN THE SASH/DOOR USING MUNTINS.**
(initial to indicate read and understand)
- X 8. **Abutter Notification Materials** – Abutters list from Assessors Office, certified mail stubs, and a copy of letter are required for all applications for changes of 1000 square feet or more except in the Nantucket Historic Core and 'Sconset Historic Core where the requirement for new construction is 100 square feet.
- N/A 9. **Approvals from Planning Board, Zoning Board of Appeals, Conservation Commission etc.**

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

CERTIFICATE OF APPROPRIATENESS

for structural work.

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

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

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

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

PROPERTY DESCRIPTION

TAX MAP N^o: 67 PARCEL N^o: 920
 Street & Number of Proposed Work: 5 Waitt Drive
 Owner of record: Town of Nantucket
 Mailing Address: 16 Broad St. Nantucket
MA
 Contact Phone #: 228-2820 E-mail: hello@g-arc.info

AGENT INFORMATION (if applicable)

Name: Gryphon Architects
 Mailing Address: PO Box 325
Nantucket MA 02554
 Contact Phone #: 228-2820 E-mail: hello@g-arc.info

FOR OFFICE USE ONLY

Date application received: _____ Fee Paid: \$ _____
 Must be acted on by: _____
 Extended to: _____
 Approved: _____ Disapproved: _____
 Chairman: _____
 Member: _____
 Member: _____
 Member: _____
 Member: _____
 Notes - Comments - Restrictions - Conditions

DESCRIPTION OF WORK TO BE PERFORMED

See reverse for required documentation.

☒ New Dwelling ☐ Addition ☐ Garage ☐ Driveway/Apron ☐ Commercial ☐ Historical Renovation ☐ Deck/Patio ☐ Steps ☐ Shed
☐ Color Change ☐ Fence ☐ Gate ☐ Hardscaping ☐ Move Building ☐ Demolition ☐ Revisions to previous Cert. No. _____
☐ Pool (Zoning District _____) ☐ Roof ☐ Other _____

Size of Structure or Addition: Length: 26' Sq. Footage 1st floor: 820 SF Decks/Patio: Size: 70 SF ☒ 1st floor ☐ 2nd floor
 Width: 35' Sq. footage 2nd floor: 820 SF Size: _____ ☐ 1st floor ☐ 2nd floor
 Sq. footage 3rd floor: _____

Difference between existing grade and proposed finish grade: North 0'-0" South _____ East _____ West _____
 Height of ridge above final finish grade: North 27'-2" South 27'-2" East _____ West _____

Additional Remarks

REVISIONS*

1. East Elevation
 2. South Elevation New Primary Dwelling
 3. West Elevation
 4. North Elevation

Historic Name:

Original Date:

Original Builder:

Is there an HDC survey form for this building attached? ☐ Yes ☒ N/A *Cloud on drawings and submit photographs of existing elevations.

DETAIL OF WORK TO BE PERFORMED

Foundation: Height Exposed 10" ☐ Block ☐ Block Parged ☐ Brick (type) _____ ☒ Poured Concrete ☐ Piers

Masonry Chimney: ☐ Block Parged ☐ Brick (type) _____ ☐ Other _____

Roof Pitch: Main Mass 9/12 Secondary Mass 9/12 Dormer 5/12 Other _____

Roofing material: ☒ Asphalt ☒ 3-Tab ☐ Architectural

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

Fence: Height: _____
 Type: _____
 Length: _____

Skylights (flat only): Manufacturer _____ Rough Opening _____ Size _____ Location _____
 Manufacturer _____ Rough Opening _____ Size _____ Location _____

Gutters: ☐ Wood ☒ Aluminum ☐ Copper ☐ Leaders (material) Aluminum

Leaders (material and size):

Sidewall: ☒ White cedar shingles NTW ☐ Clapboard (exposure: _____ inches) Front ☐ Side

☐ _____

☐ Other _____

Trim: A. Wood ☐ Pine ☐ Redwood ☐ Cedar ☒ Other Boral Composite

B. Treatment ☒ Paint ☐ Natural to weather ☐ Other _____

C. Dimensions: Fascia see drawings Soffit (Overhang) _____ Corner boards _____ Frieze _____

Window Casing _____ Door Frame _____ Columns/Posts: Round _____ Square _____

Windows*: ☒ Double Hung ☐ Casement ☐ All Wood ☐ Other _____

☐ True Divided Lights(muntins), single pane ☒ SDL's (Simulated Divided Lights) Manufacturer Anderson

Doors* (type and material): ☐ TDL ☒ SDL Front Mahogany Rear _____ Side _____

Garage Door(s): Type _____ Material _____

Hardscape materials: Driveways _____ Walkways _____ Walls _____

* Note: Complete door and window schedules are required.

COLORS

Sidewall NTW Clapboard (if applicable) _____ Roof Black Charcoal
 Trim white Sash white Doors Folger Blue
 Deck NTW Foundation NTW Fence N/A Shutters N/A

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

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

Date 11/17/2023 Signature of owner of record [Signature] Signed by Gh under consent of owner Signed under penalties of perjury



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

November 16, 2023

Mr. Ray Pohl
Chairman, Historic District Commission
Town of Nantucket
2 Fairgrounds Road
Nantucket MA 02554

Dear Mr. Pohl:

I am writing on behalf of Nantucket's Habitat for Humanity, petitioning for a waiver of the HDC application fees for our next Habitat project – 4 single family homes and one duplex – located at 5A & B Waitt Drive; 7A & 7B Waitt Drive (duplex); and 9A & 9B Waitt Drive.

In the recent past, the HDC application fees have been waived, and we are hopeful that we can secure the same waivers for these Habitat homes.

Habitat strives to build simple, decent homes that are cost efficient and energy efficient for the numerous families on Nantucket that need affordable housing.

These new homes will be added to the Town's Subsidized Housing Inventory (SHI) list, and will help the Town to maintain its current "Safe Harbor" designation.

Habitat homes carry deed restrictions which mandate that the homes be forever affordable, and that subsequent owners must meet certain maximum income requirements – in the same way that the original owners qualified.

A waiver of the HDC application fees will be a significant contribution to Habitat's ongoing efforts to keep its building costs as low as possible.

Please contact me if I can provide any additional information. Many thanks for considering this request.

Sincerely,

A handwritten signature in blue ink that reads "R. J. Hussey".

Richard Hussey
Habitat Nantucket Board member



Waite Drive

9 Waite Drive

7 Waite Drive

5 Waite Drive

Habitat for
Humanity
Nantucket
5.7.9 Waite Drive
Nantucket MA 02554

67 / 921

P1

No.	Description	Date
10	HDC Submission	2023.11.20

This drawing represents a design intent and concept only. This document and all associated documents are prepared for a specific site and event, and incorporate calculations and measurements available from the client at the time of drafting. The design is not to be used for construction or other purposes without the written permission of the designer. The contents of this document are not to be reproduced or copied in whole or part without the written permission of Gryphon Architects Inc. Use of this design is granted to the client for the specified and named event only. Copyright © 11/14/2023 6:09:06 PM

po box 325 nantucket ma 02554
508 228 2820 gryphonarchitects.com





Waitt Drive

5 Waitt Drive

3 Waitt Drive

20 Ticcoma Way

18 Ticcoma Way



This drawing represents a design intent and concept only. This document and all associated documents are prepared for a specific site and event, and incorporate calculations and measurements available from the client at the time of drafting. This document is not to be used for construction or dissemination except as required for the specific event named without the written permission of the designer. The contents of this document are not to be reproduced or copied in whole or part without the written permission of Gryphon Architects Inc. Use of this design is granted to the client for the specified and named event only. Copyright © 11/14/2023 6:09:36 PM

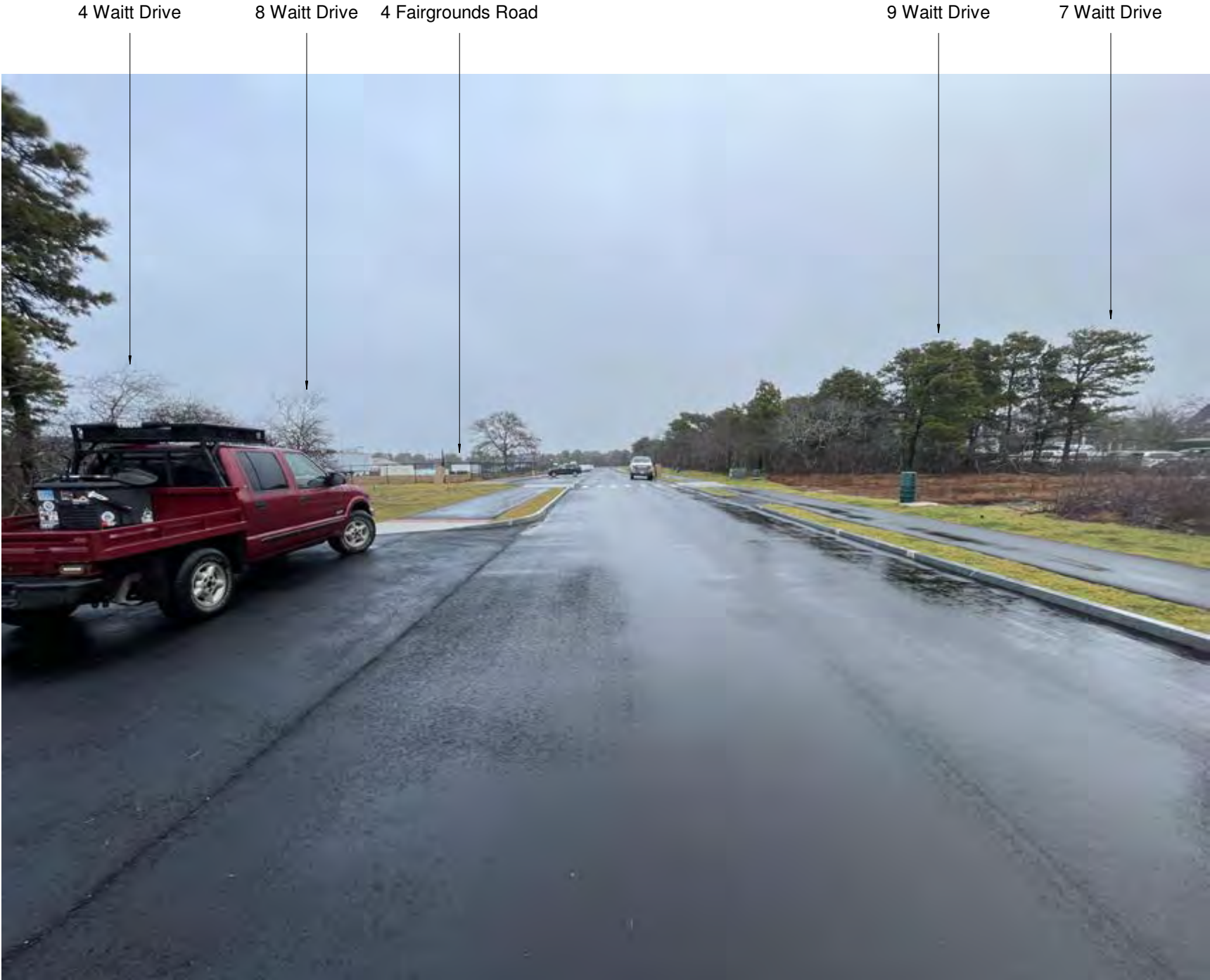
po box 325 nantucket ma 02554
508 228 2820 gryphonarchitects.com

No.	Description	Date
10	HDC Submission	2023.11.20

Habitat for Humanity
Nantucket
5.7.9 Waitt Drive
Nantucket MA

67 | 921

P2



Waitt Drive



This drawing represents a design intent and concept only. This document and all associated documents are prepared for a specific site and event, and incorporate calculations and measurements available from the client at the time of drafting. It is not to be used for construction or other purposes without the written permission of the designer. The contents of this document are not to be reproduced or copied in whole or part without the written permission of Gryphon Architects Inc. Use of this design is granted to the client for the specified and named event only. Copyright © 11/14/2023 6:09:06 PM

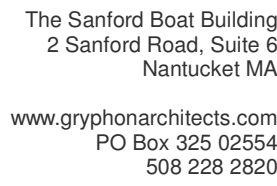
po box 325 nantucket ma 02554
508 228 2820 gryphonarchitects.com

No.	Description	Date
10	HDC Submission	2023.11.20

Habitat for Humanity
Nantucket
5,7,9 Waitt Drive
Nantucket MA

67 / 921

P3



Site Plan



① Site - HDC - 5F
1" = 10'-0"

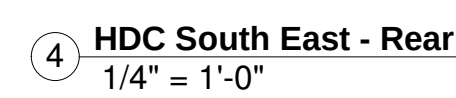
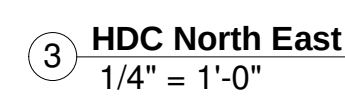
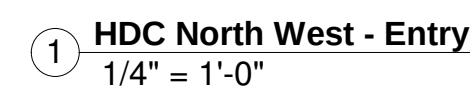
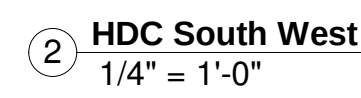


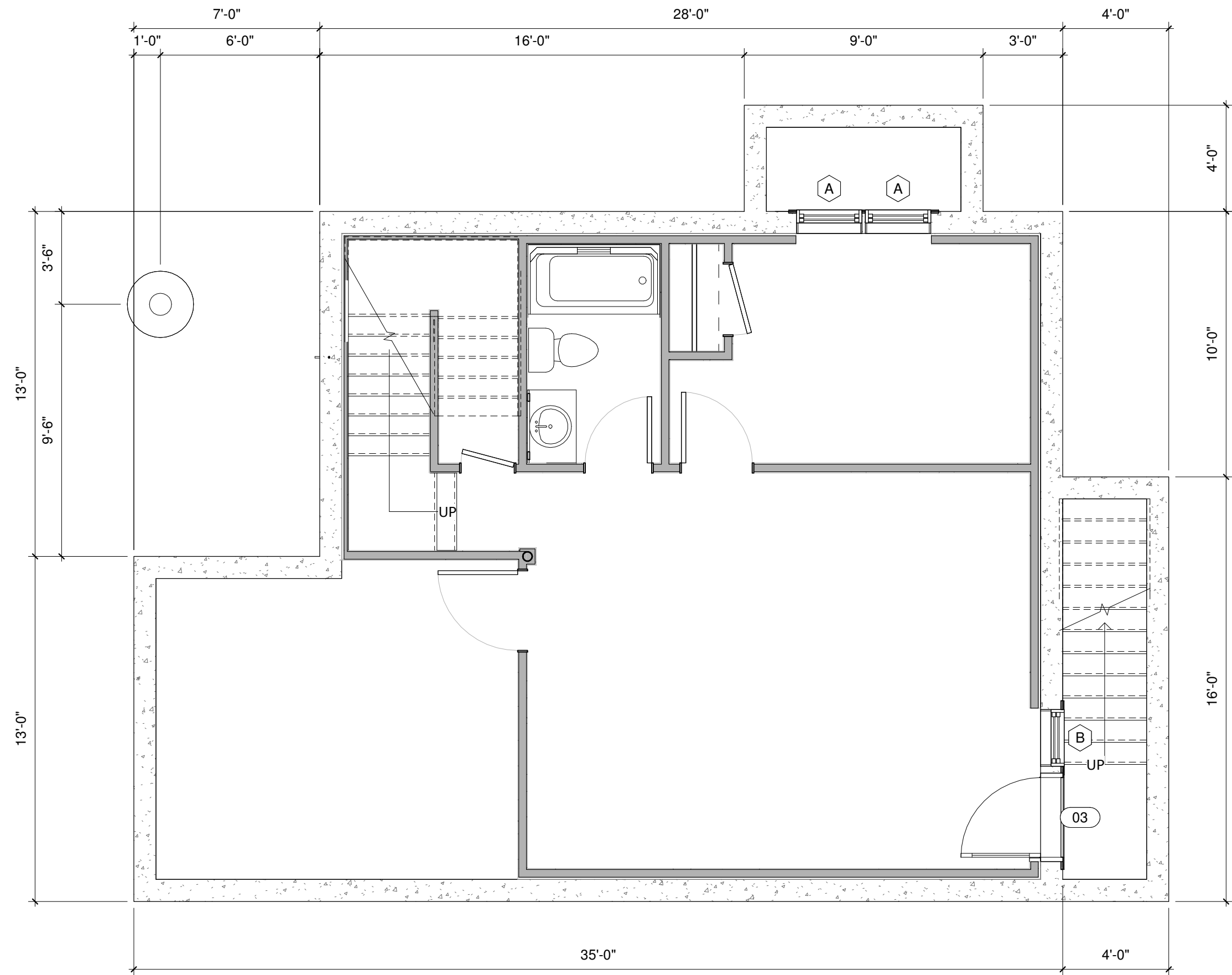
#	Description	Date
10	HDC Submission	2023.11.20

HDC-5F

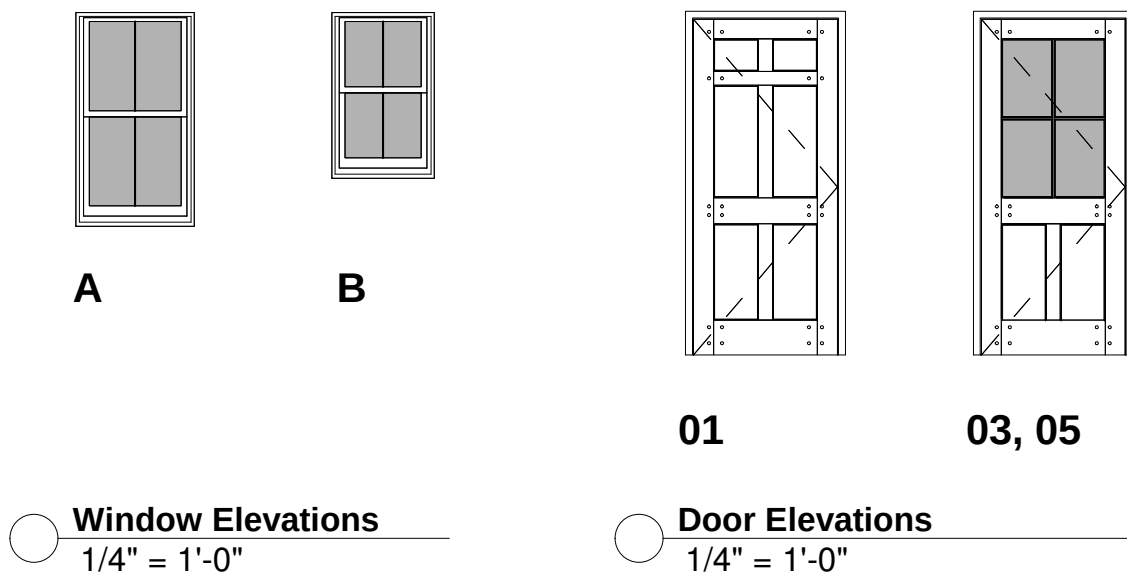
HDC Submission

This drawing represents a design intent and concept only. This document and all associated documents are prepared for a specific site and event, and incorporate calculations and measurements available from the client at the time of drafting. The recipient agrees to protect the contents from distribution and dissemination except as required for the specific event named, without the written permission of the designer. The contents of this document are not to be reproduced or copied in whole or part without the written permission of Gynpton Architects Inc. This design is granted to the specified and named event only. Copyright © 11/14/2023 5:53:14 PM

[illegible]



1 Floor 0 HDC
1/4" = 1'-0"



Window Schedule - HDC						
Type Mark	Manufacturer	Designation	Width	Height	Exterior Unit Finish	Comments
A	Andersen Corporation	TW2442	2'-5 5/8"	4'-4 7/8"	Vinyl - Andersen - White	
B	Andersen Corporation	TW2032	2'-1 5/8"	3'-4 7/8"	Vinyl - Andersen - White	

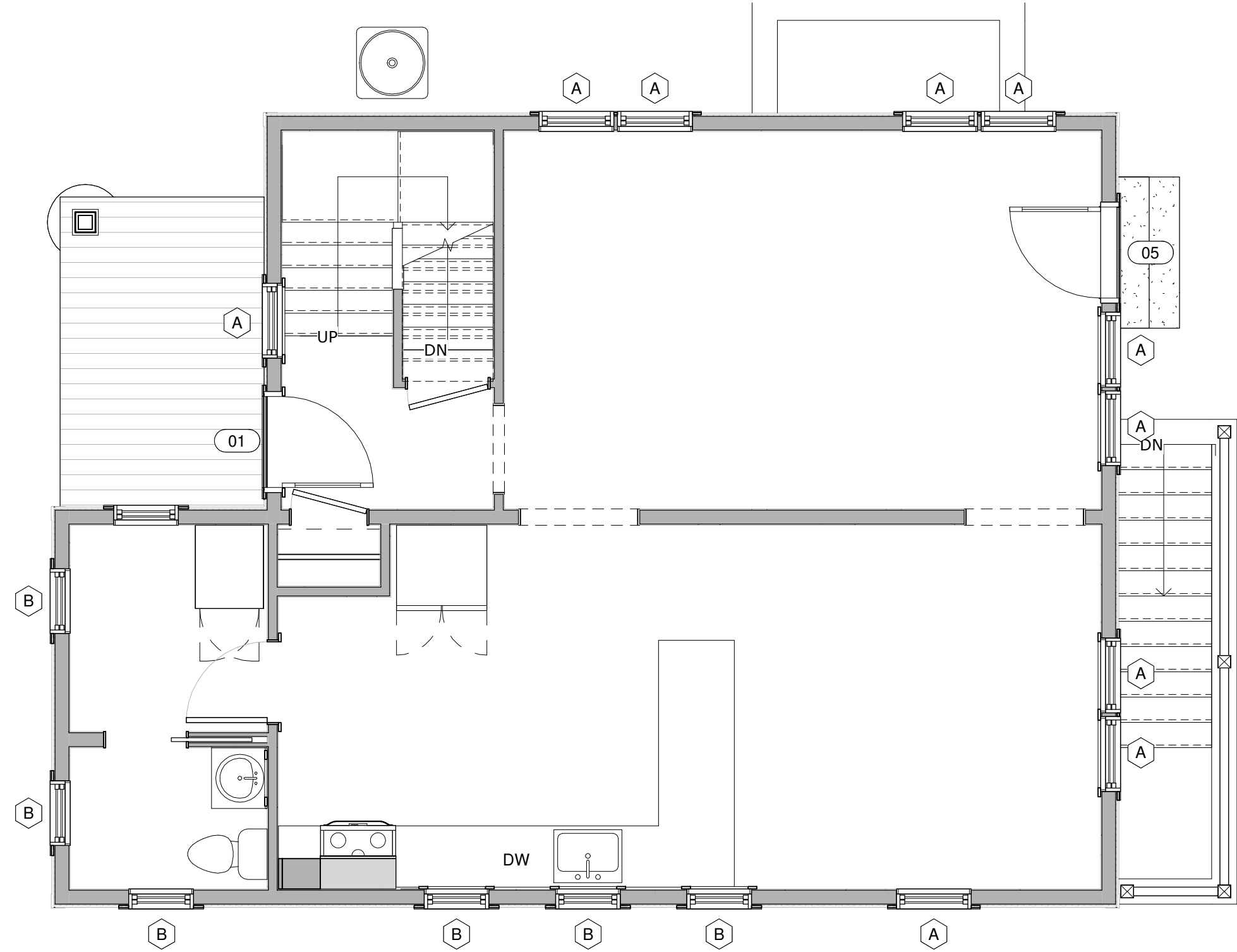
Door Schedule - HDC						
Mark	Manufacturer	Model	Width	Height	Function	Comments
01	Simpsons Door Company	77130	3'-0"	7'-0"	Exterior	Painted Folger Blue
03	Simpsons Door Company	77943	3'-0"	7'-0"	Exterior	Painted White
05	Simpsons Door Company	77943	3'-0"	7'-0"	Exterior	Painted White

Specifications - Windows

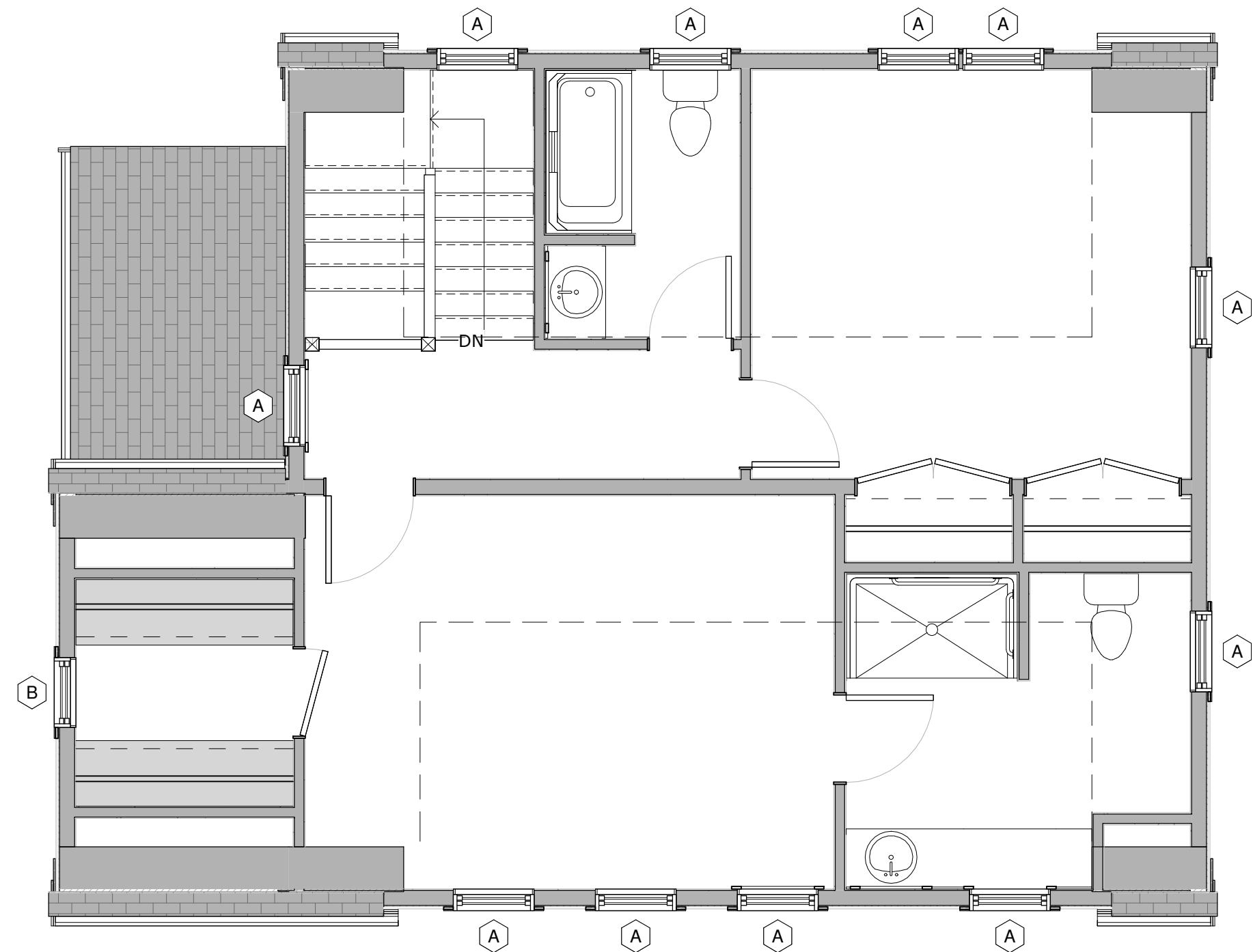
Muntins: SDL
Screens: Full sash
Storms: None
Interior Finish: White
Hardware: Sash locks - White

Specifications - Doors

Muntins: SDL
Storms: Andersen metal storms
with glazed panel at Simpson Doors
Interior Finish: Andersen - White
Hardware: By Owner



2 Floor 1 HDC
1/4" = 1'-0"



3 Floor 2 HDC
1/4" = 1'-0"

TOWN OF NANTUCKET
HISTORIC DISTRICT COMMISSION

LIST OF PARTIES IN INTEREST IN THE MATTER OF THE PETITION OF:

PROPERTY OWNER.....Town of Nantucket
MAILING ADDRESS.....16 Broad Street, Nantucket, MA 02554
PROPERTY LOCATION.....5 Waite Drive
ASSESSORS MAP/PARCEL.....67 / 920
SUBMITTED BY:.....Gryphon Architects Inc.

SEE ATTACHED PAGES

I certify that the foregoing is a list of persons who are owners of land directly adjacent to the subject property or directly opposite the subject property on any public or private street or way, all as they appear on the most recent applicable tax list.

November 13, 2023
DATE

ASSESSOR'S OFFICE
TOWN OF NANTUCKET



HISTORIC DISTRICT COMMISSION

2 Fairgrounds Road

Nantucket, Massachusetts 02554

Telephone: 508.325.7587

Fax: 508.228.7298

NOTICE OF HDC APPLICATION

ABUTTERS AND INTERESTED PARTIES

Please be informed that the Nantucket Historic District Commission will be considering the following proposal:

Address of Proposed Work: 5 Waitt Drive

Tax Map Number: 67 Parcel Number: 920

Owner of Record: Town of Nantucket

Description of Proposal: Construct primary and secondary dwellings

Anticipated HDC Submission Date: 2023.11.20

You have been identified either as an abutter or interested party to the above property and are being notified in accordance with the Town Bylaw. Please note that the above submission date is an estimate only; the actual meeting date will be determined once the HDC staff has established that a complete application has been submitted. Please contact the HDC office to verify the date. Please note that notification is only required at the time of initial submission of an application, not for each time an application goes before the Commission. Abutters are responsible for monitoring the status of applications.

If you wish to comment on the above proposal, you are encouraged to submit your comments in writing to the HDC office. If you wish to testify at a Commission meeting please be aware that your testimony may be limited by the Commission in accordance with Commission policies, which are included on the back of this form. Due to the large sizes of most applications, the HDC office may not be able to send faxed copies of the plans. Off-island abutters wishing more detailed information may enlist an on-island representative to view the plans in the HDC office.

If you have any questions, please contact the HDC office at 508.325.7587.

HDC POLICIES FOR AN ABUTTER AND/OR INTERESTED PARTY TESTIMONY

Abutters are encouraged to limit their responses to issues that fall within the statutory mandate of the HDC – mainly the appearance of a proposal from the publicly traveled way and its impact on the existing historic environmental context. Issues such as land uses, noise, and impacts on private property are outside of the HDC's purview and cannot be addressed by the Commission.

In order to maintain a balance between the wishes of abutters and interested parties to express their concerns and the need of the HDC to conduct its business in a timely fashion, the following policies have been established:

Abutters and interested parties wishing to testify before the Commission shall be limited to three minutes of testimony. Only one representative from each abutting property or interested party shall be permitted to testify.

For those cases in which a substantial number of abutters and/or interested parties wish to testify (as determined by the Chair), the Chair shall structure the review of an application as follows:

1. Introduction of the application;
2. Response by applicant;
3. Public comment in favor of proposal;
4. Public comment in opposition of proposal;
5. Closing of public comment-no further comment unless requested by Commission members through the Chair;
6. Commission comments and discussion with applicant;
7. Commission action.

The above meeting policies may be waived at the discretion of the Chair.

MALI SUNIL M & NAKARMI GITA
C/O HABITAT FOR HUMANITY
PO BOX 1022
NANTUCKET, MA 02554

See Reviews for Instructions

NANTUCKET TOWN OF
16 BROAD STREET
NANTUCKET, MA 02554

7th Form 3500, April 2015 www.irs.gov/pub/irs-soi/153500.pdf

02504 mgd

© 2005 Blackwell Publishing Ltd *Journal of Internal Medicine* 258: 111–118

Time Required for Instruction: 15 minutes

1

NANTUCKET TOWN OF
16 BROAD STREET
NANTUCKET, MA 02554

PM: F-1000-3000, April 2015 mja.math@unl.edu 000-0000

See [Reviewers for Instructions](#)



REQUIRED WITH ALL APPLICATIONS:

- X 1. **Completed Application Form:** Description of ALL work must be indicated on application form.
- X 2. **Property Owner's Signature:** Current owner's signature preferred; if the agent is signing the application written authorization from the owner (letter, fax, email) must be provided.
- X 3. **Application Fee:** See back of application for fee schedule or call the office.
- X 4. **Locus Map (4 copies):** Location Map must include north arrow, parcel boundaries, primary and secondary streets. (Town GIS Map Site) <https://www.nantucket-ma.gov/151/GIS-Maps>
- X 5. **Site Plan (4 Copies):** must include the following: lot dimensions, north arrow, all existing structures, proposed work (highlighted) with dimension to lot lines, scale, driveway, grade changes, and *placement of HVAC units, electrical boxes, fuel tanks, etc..*
- X 6. **8-1/2" x 11" Copies of ALL Application Materials:** Must include the following: application form (reduced 64%), locus map, plot plan, all elevations and floor plans, window schedule, photographs, other relevant supporting material. All material MUST BE LEGIBLE (font size no smaller than 12), collated and stapled.
- X 7. **Photographs:** Required of ALL applications for alterations to an existing structure. Photographs must be clear and labeled with application address or contextual address.
- X 8. **Electronic submission:** All documents submitted to the HDC office must be emailed to hdcsubmissions@nantucket-ma.gov.

REQUIRED WHERE APPLICABLE:

- N/A 1. **Supplemental Information for Historic Buildings:** It is the applicant's responsibility to research the historical status of any and ALL buildings. Additional information may be obtained from the Nantucket Historical Association Library. If not historic, denote on application.
- X 2. **Exterior Elevations and Floor Plans (4 copies):** Must be Y.-inch scale and include all affected sides of the building, cardinal points (N, S, E, W), dimensions, heights, floor and ceiling heights, elevations of finished grade, window details and placement of HVAC units, electrical boxes, fuel tanks, etc. *All changes from approved or existing design must be clouded on drawing.* All material MUST BE LEGIBLE, collated and stapled. Reduced sets should maintain a font size of 12.
- N/A 3. **As-Built Plans (1copy):** of existing elevations
- X 4. **Hardscaping Plans (4 copies):** To legible scale. This includes fences, decks, porches, arbors, retaining walls, tennis courts, swimming pool, driveways, gazebos etc. All material MUST BE LEGIBLE, collated and stapled.
- X 5. **Topographic Map:** Must show existing and proposed grade for any change of more than one foot in height on grade. Retaining walls must be applied for separately (see hardscaping plan).
- X 6. **Door and Window Schedule (4 copies):** Must include window type (true divided, simulated divided), number of lights, dimensions, materials, manufacturers type name and type number.
- GA 7. **I UNDERSTAND THAT A TRUE DIVIDED LIGHT WINDOW/DOOR IS DEFINED AS MULTIPLE INDIVIDUAL SINGLE PANES OF GLASS (i.e., NOT DOUBLE-PANED OR INSULATED) ASSEMBLED IN THE SASH/DOOR USING MUNTINS.**
(initial to indicate read and understand)
- X 8. **Abutter Notification Materials** – Abutters list from Assessors Office, certified mail stubs, and a copy of letter are required for all applications for changes of 1000 square feet or more except in the Nantucket Historic Core and 'Sconset Historic Core where the requirement for new construction is 100 square feet.
- N/A 9. **Approvals from Planning Board, Zoning Board of Appeals, Conservation Commission etc.**

CERTIFICATE NO: _____

DATE ISSUED: _____

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

CERTIFICATE OF APPROPRIATENESS

for structural work.

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

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

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

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

PROPERTY DESCRIPTION

TAX MAP N^o: 67 PARCEL N^o: 920
Street & Number of Proposed Work: 5 Waitt Drive
Owner of record: Town of Nantucket
Mailing Address: 16 Broad Street
Nantucket MA 02554
Contact Phone #: 228-2820 E-mail: Hello@g-arc.info

AGENT INFORMATION (if applicable)

Name: Gyphon Architects
Mailing Address: PO Box 325
Nantucket MA 02554
Contact Phone #: 228-2820 E-mail: Hello@g-arc.info

FOR OFFICE USE ONLY

Date application received: _____ Fee Paid: \$ _____
Must be acted on by: _____
Extended to: _____
Approved: _____ Disapproved: _____
Chairman: _____
Member: _____
Member: _____
Member: _____
Member: _____
Notes - Comments - Restrictions - Conditions

DESCRIPTION OF WORK TO BE PERFORMED

See reverse for required documentation.

☒ New Dwelling ☐ Addition ☐ Garage ☐ Driveway/Apron ☐ Commercial ☐ Historical Renovation ☐ Deck/Patio ☐ Steps ☐ Shed
☐ Color Change ☐ Fence ☐ Gate ☐ Hardscaping ☐ Move Building ☐ Demolition ☐ Revisions to previous Cert. No. _____
☐ Pool (Zoning District _____) ☐ Roof ☐ Other _____

Size of Structure or Addition: Length: 26' Sq. Footage 1st floor: 676 SF Decks/Patio: Size: 90 SF 1st floor ☐ 2nd floor
Width: 26' Sq. footage 2nd floor: 676 SF Size: _____ ☐ 1st floor ☐ 2nd floor
Sq. footage 3rd floor: _____

Difference between existing grade and proposed finish grade: North 0'0" South _____ East _____ West _____
Height of ridge above final finish grade: North 27'-2" South _____ East _____ West _____

Additional Remarks

REVISIONS*

1. East Elevation

Historic Name:

(describe)

2. South Elevation

Original Date:

3. West Elevation

Original Builder:

4. North Elevation

Is there an HDC survey form for this building attached? ☐ Yes ☒ N/A *Cloud on drawings and submit photographs of existing elevations.

DETAIL OF WORK TO BE PERFORMED

Foundation: Height Exposed 10" ☐ Block ☐ Block Parged ☐ Brick (type) _____ ☒ Poured Concrete ☐ Piers

Masonry Chimney: ☐ Block Parged ☐ Brick (type) _____ ☐ Other _____

Roof Pitch: Main Mass 9/12 Secondary Mass X/12 Dormer 5/12 Other _____

Roofing material: ☒ Asphalt ☒ 3-Tab ☐ Architectural

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

Fence: Height: _____
Type: _____
Length: _____

Skylights (flat only): Manufacturer _____ Rough Opening _____ Size _____ Location _____
Manufacturer _____ Rough Opening _____ Size _____ Location _____

Gutters: ☐ Wood ☒ Aluminum ☐ Copper ☒ Leaders (material) Aluminum

Leaders (material and size):

Sidewall: ☒ White cedar shingles NTW ☐ Clapboard (exposure: _____ inches) Front ☐ Side

☐ _____
☐ Other _____

Trim: A. Wood ☐ Pine ☐ Redwood ☐ Cedar ☒ Other Boral Composite

B. Treatment ☒ Paint ☐ Natural to weather ☐ Other _____

C. Dimensions: Fascia SEE DRAWING Rake _____ Soffit (Overhang) _____ Corner boards _____ Frieze _____

Window Casing _____ Door Frame _____ Columns/Posts: Round _____ Square _____

Windows*: ☒ Double Hung ☐ Casement ☐ All Wood ☐ Other _____

☐ True Divided Lights(muntins), single pane ☒ SDL's (Simulated Divided Lights) Manufacturer Anderson

Doors* (type and material): ☐ TDL ☒ SDL Front Uthmaniyah Rear _____ Side _____

Garage Door(s): Type _____ Material _____

Hardscape materials: Driveways _____ Walkways _____ Walls _____

* Note: Complete door and window schedules are required.

COLORS

Sidewall NTW Clapboard (if applicable) _____ Roof Black Charcoal
Trim White Sash White Doors Folger Blue + white
Deck NTW Foundation NTW Fence N/A Shutters N/A

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

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

Date 11.17.2023 Signature of owner of record _____ signed by GA under Consent of owner Signed under penalties of perjury



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

November 16, 2023

Mr. Ray Pohl
Chairman, Historic District Commission
Town of Nantucket
2 Fairgrounds Road
Nantucket MA 02554

Dear Mr. Pohl:

I am writing on behalf of Nantucket's Habitat for Humanity, petitioning for a waiver of the HDC application fees for our next Habitat project – 4 single family homes and one duplex – located at 5A & B Waitt Drive; 7A & 7B Waitt Drive (duplex); and 9A & 9B Waitt Drive.

In the recent past, the HDC application fees have been waived, and we are hopeful that we can secure the same waivers for these Habitat homes.

Habitat strives to build simple, decent homes that are cost efficient and energy efficient for the numerous families on Nantucket that need affordable housing.

These new homes will be added to the Town's Subsidized Housing Inventory (SHI) list, and will help the Town to maintain its current "Safe Harbor" designation.

Habitat homes carry deed restrictions which mandate that the homes be forever affordable, and that subsequent owners must meet certain maximum income requirements – in the same way that the original owners qualified.

A waiver of the HDC application fees will be a significant contribution to Habitat's ongoing efforts to keep its building costs as low as possible.

Please contact me if I can provide any additional information. Many thanks for considering this request.

Sincerely,

A handwritten signature in blue ink that reads "R. J. Hussey".

Richard Hussey
Habitat Nantucket Board member



Waite Drive

9 Waite Drive

7 Waite Drive

5 Waite Drive

Habitat for
Humanity
Nantucket
5,7,9 Waite Drive
Nantucket MA 02554

67 / 921

P1

No.	Description	Date
10	HDC Submission	2023.11.20

This drawing represents a design intent and concept only. This document and all associated documents are prepared for a specific site and event, and incorporate calculations and measurements available from the client at the time of drafting. It is not to be used for construction or other purposes without the written permission of the designer. The contents of this document are not to be reproduced or copied in whole or part without the written permission of Gryphon Architects Inc. Use of this design is granted to the client for the specified and named event only. Copyright © 11/14/2023 6:11:15 PM

po box 325 nantucket ma 02554
508 228 2820 gryphonarchitects.com





Waitt Drive

5 Waitt Drive

3 Waitt Drive

20 Ticcoma Way

18 Ticcoma Way



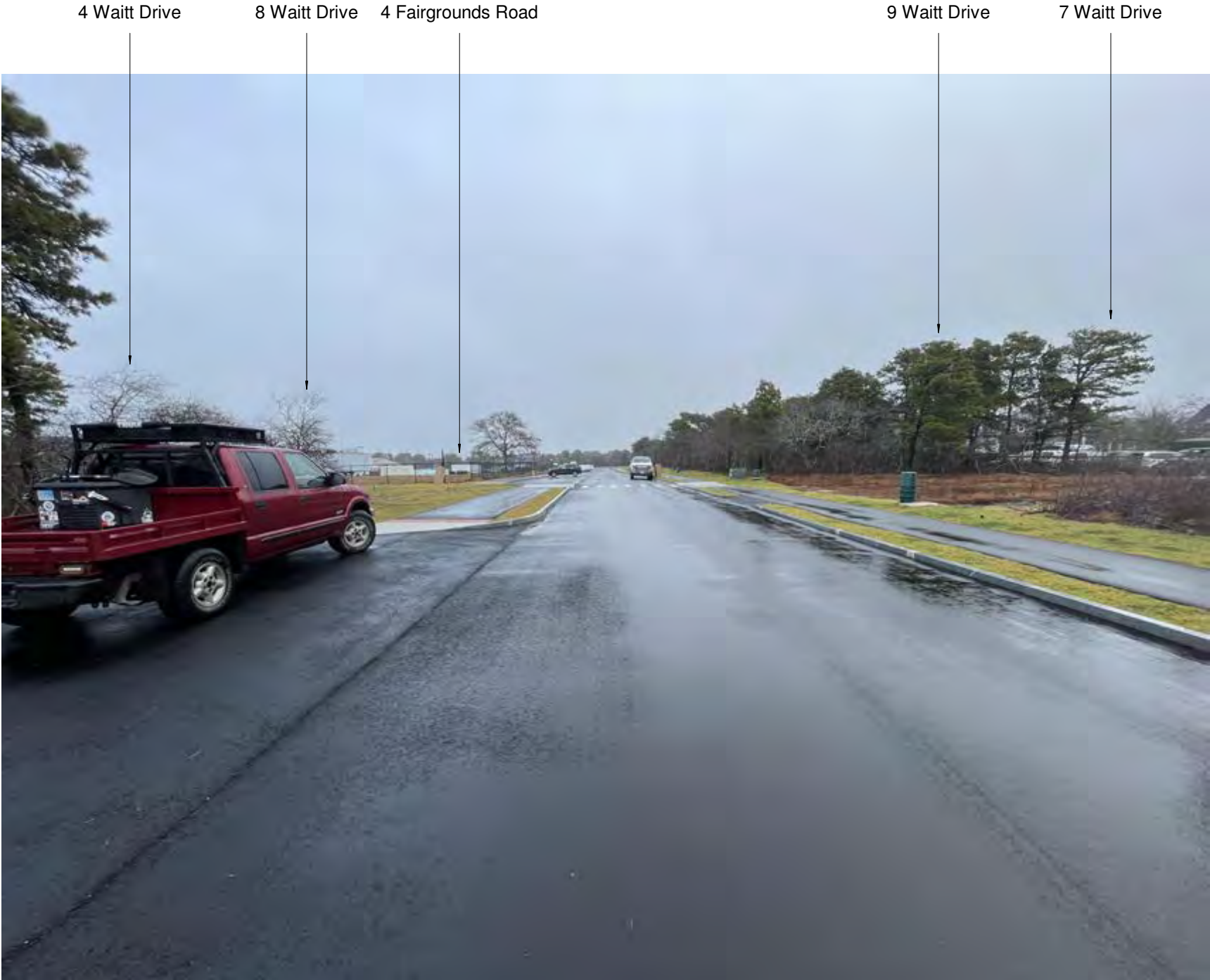
This drawing represents a design intent and concept only. This document and all associated documents are prepared for a specific site and event, and incorporate calculations and measurements available from the client at the time of drafting. This document is not to be used for construction or dissemination except as required for the specific event named without the written permission of the designer. The contents of this document are not to be reproduced or copied in whole or part without the written permission of Gryphon Architects Inc. Use of this design is granted to the client for the specified and named event only. Copyright © 11/14/2023 6:11:15 PM

po box 325 nantucket ma 02554
508 228 2820 gryphonarchitects.com

No.	Description	Date
10	HDC Submission	2023.11.20

Habitat for
Humanity
Nantucket
5.7.9 Waitt Drive
Nantucket MA 02554

P2



Waitt Drive



This drawing represents a design intent and concept only. This document and all associated documents are prepared for a specific site and event, and incorporate calculations and measurements available from the client at the time of drafting. The design is not to be used for construction or for any other dissemination except as required for the specific event named without the written permission of the designer. The contents of this document are not to be reproduced or copied in whole or part without the written permission of Gryphon Architects Inc. Use of this design is granted to the client for the specified and named event only. Copyright © 11/14/2023 6:11:15 PM

po box 325 nantucket ma 02554
508 228 2820 gryphonarchitects.com

No.	Description	Date
10	HDC Submission	2023.11.20

Habitat for Humanity
Nantucket
5,7.9 Waitt Drive
Nantucket MA 67 / 921

P3



The Sanford Boat Building
2 Sanford Road, Suite 6
Nantucket MA
www.gryphonarchitects.com
PO Box 325 02554
508 228 2820

**Habitat for Humanity
Nantucket**

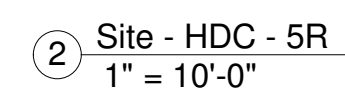
5,7,9 Waite Drive
Nantucket MA

Site Plan

HDC Submission

Description	Date
HDC Submission	2023.11.20

HDC-5R



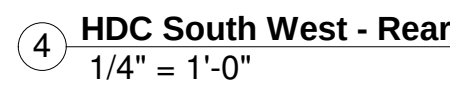
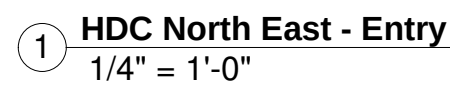
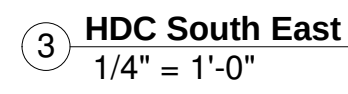
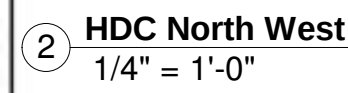
HDC Submission

This drawing represents a design intent and concept only. This document and all associated documents are prepared for a specific site and event, and incorporate calculations and measurements available from the client at the time of drafting. The recipient agrees to protect the contents from distribution and dissemination except as required for the specific event named, without the written permission of the designer. The contents of this document are not to be reproduced or copied in whole or part without the written permission of Gryphon Architects Inc. Use of this design is granted to the client for the specified and named event only. Copyright © 11/14/2023 5:54:24 PM

Location	5 Waitt Drive Nantucket MA 67 / 920
Structure	Rear House

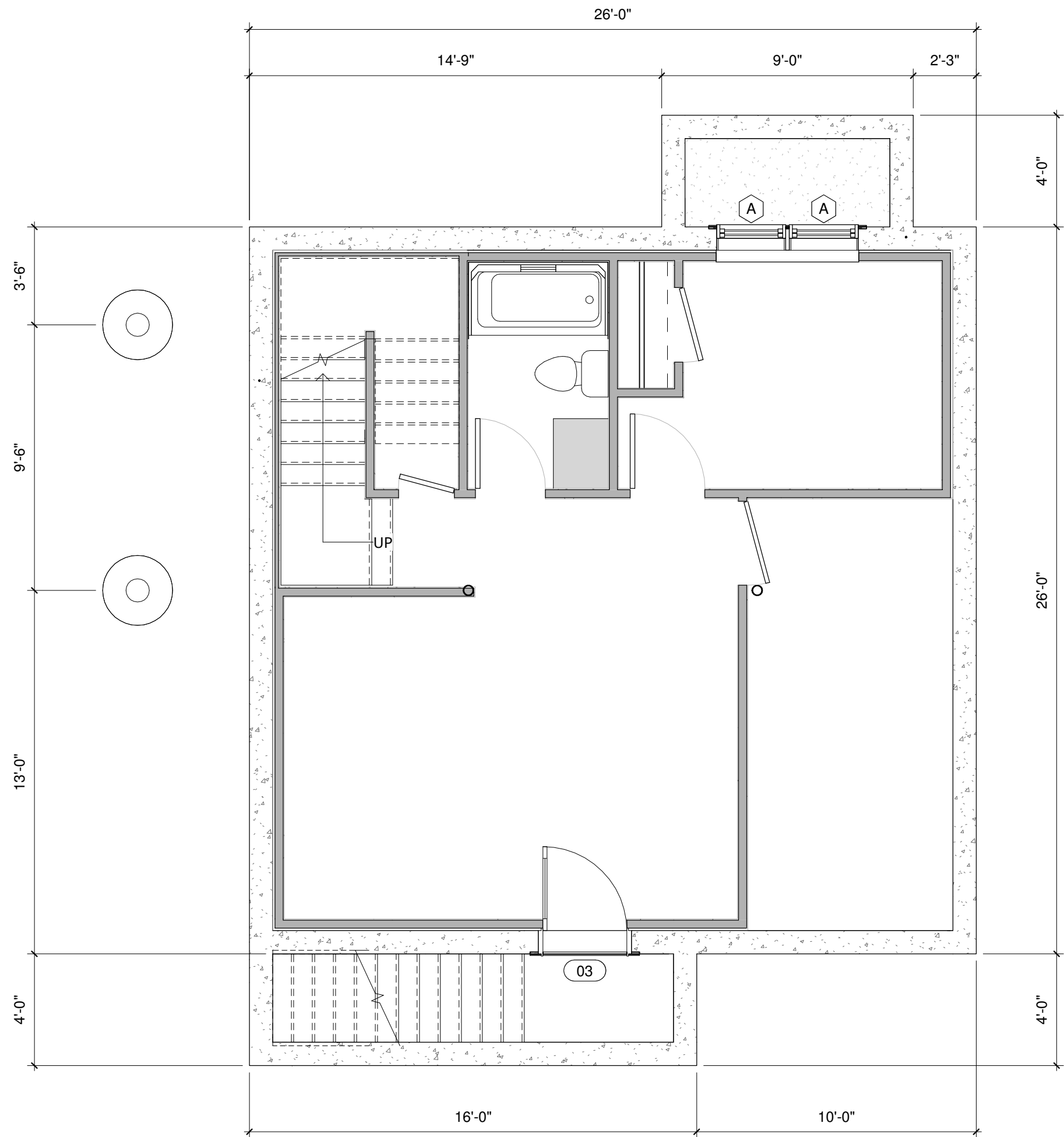
Elevations

HDC1.1

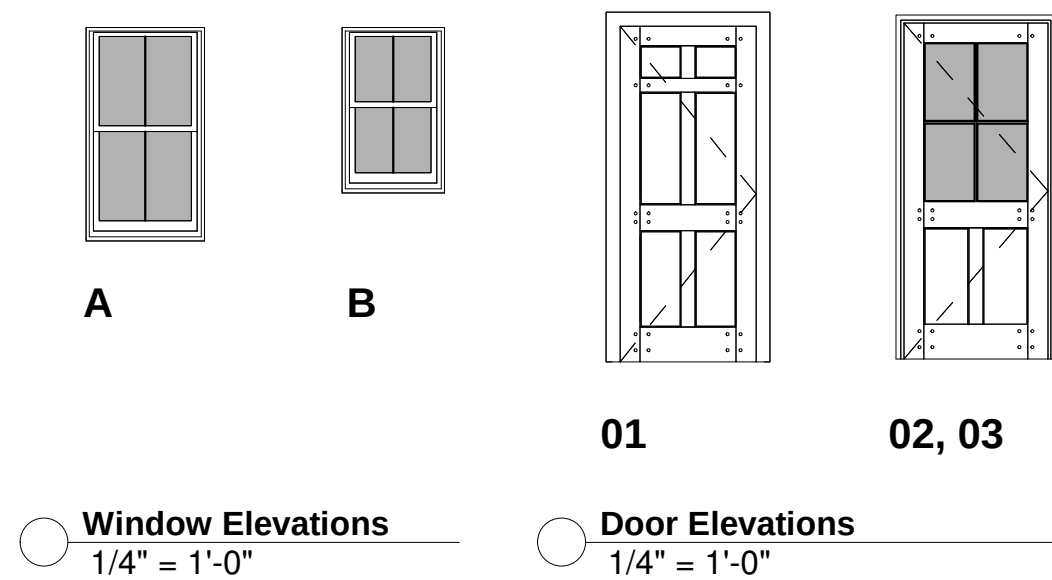


HDC Submission

This drawing represents a design intent and concept only. This document and all associated documents are prepared for a specific site and event, and incorporate calculations and measurements available from the client at the time of drafting. The recipient agrees to protect the contents from distribution and dissemination except as required for the specific event named, without the written permission of the designer. The contents of this document are not to be reproduced or copied in whole or part without the written permission of Gynpton Architects Inc. Use of this design is granted to the client for the specified and named event only. Copyright © 11/15/2023 2:35:38 PM



1 Floor 0 HDC
1/4" = 1'-0"



Window Elevations
1/4" = 1'-0"

Door Elevations
1/4" = 1'-0"

Window Schedule - HDC						
Type Mark	Manufacturer	Designation	Width	Height	Exterior Unit Finish	Comments
A	Andersen Corporation	TW2442	2'-5 5/8"	4'-4 7/8"	Vinyl - Andersen - White	
B	Andersen Corporation	TW2032	2'-1 5/8"	3'-4 7/8"	Vinyl - Andersen - White	

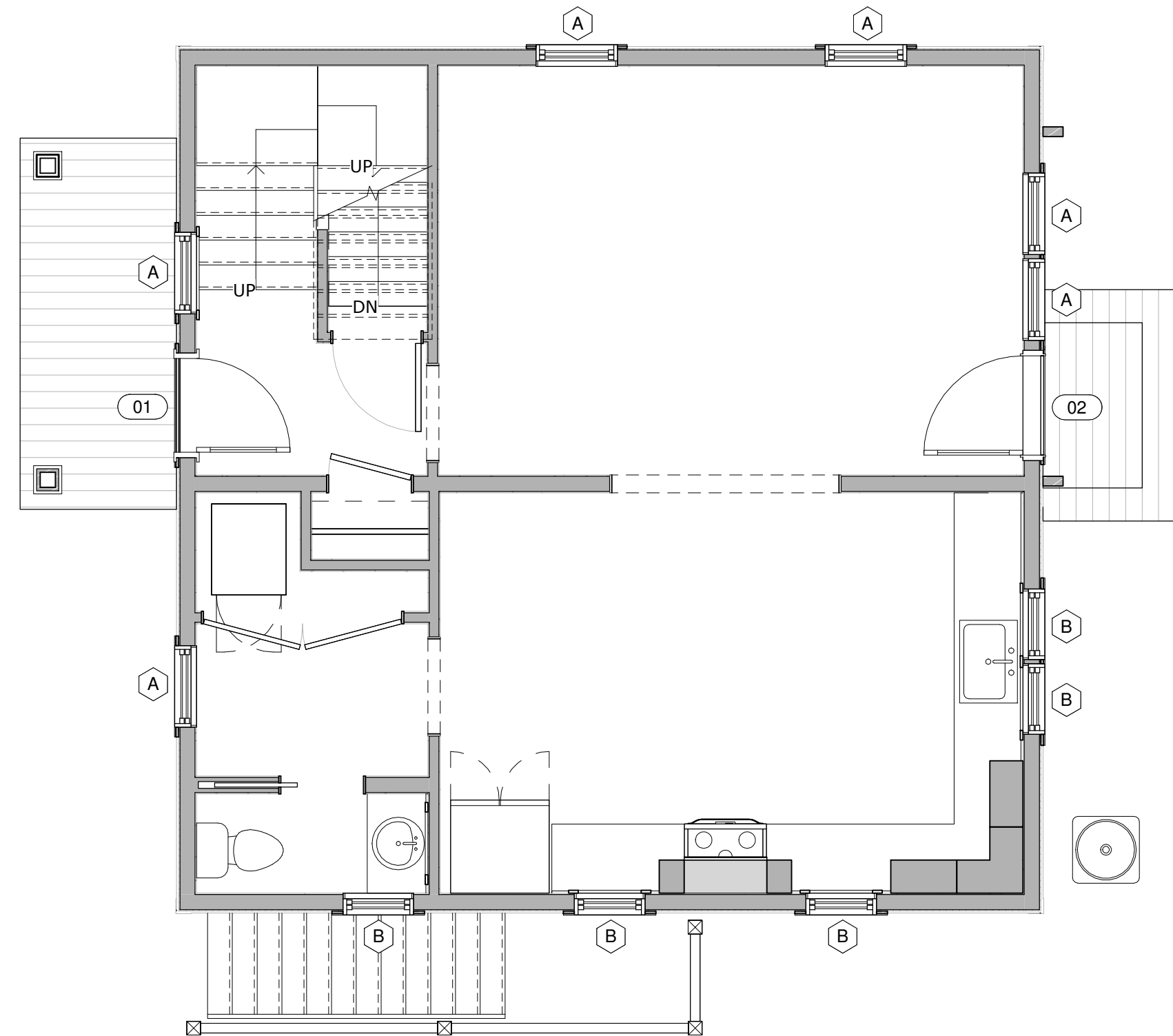
Door Schedule - HDC						
Mark	Manufacturer	Model	Width	Height	Function	Comments
01	Simpsons Door Company	77130	2'-10"	7'-0"	Exterior	Painted Folger Blue
02	Simpsons Door Company	77943	3'-0"	7'-0"	Exterior	Painted White
03	Simpsons Door Company	77943	3'-0"	7'-0"	Exterior	Painted White

Specifications - Windows

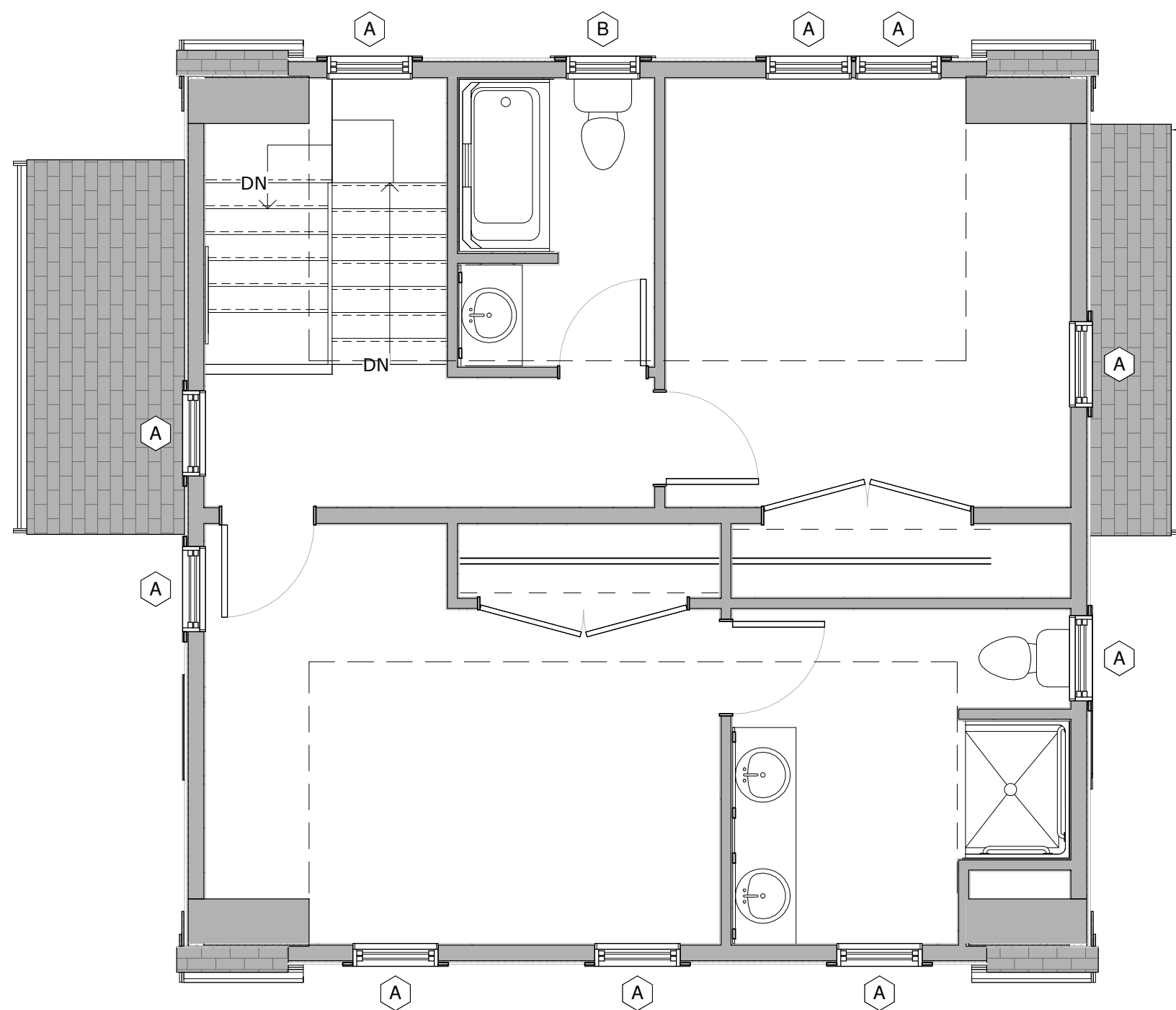
Muntins: SDL
Screens: Full sash
Storms: None
Interior Finish: White
Hardware: Sash locks - White

Specifications - Doors

Muntins: SDL
Storms: Andersen metal storms with glazed panel at Simpson Doors
Interior Finish: Andersen - White
Hardware: By Owner



2 Floor 1 HDC
1/4" = 1'-0"



3 Floor 2 HDC
1/4" = 1'-0"

Owner

Habitat Nantucket

Location

5 Waitt Drive
Nantucket MA
67 / 920

Structure

Rear House

Design

#	Description	Date
7	HDC Submission	2023.11.20

Plans

TOWN OF NANTUCKET
HISTORIC DISTRICT COMMISSION

LIST OF PARTIES IN INTEREST IN THE MATTER OF THE PETITION OF:

PROPERTY OWNER.....Town of Nantucket
MAILING ADDRESS.....16 Broad Street, Nantucket, MA 02554
PROPERTY LOCATION.....5 Waite Drive
ASSESSORS MAP/PARCEL.....67 / 920
SUBMITTED BY:.....Gryphon Architects Inc.

SEE ATTACHED PAGES

I certify that the foregoing is a list of persons who are owners of land directly adjacent to the subject property or directly opposite the subject property on any public or private street or way, all as they appear on the most recent applicable tax list.

November 13, 2023
DATE

ASSESSOR'S OFFICE
TOWN OF NANTUCKET



HISTORIC DISTRICT COMMISSION

2 Fairgrounds Road

Nantucket, Massachusetts 02554

Telephone: 508.325.7587

Fax: 508.228.7298

NOTICE OF HDC APPLICATION

ABUTTERS AND INTERESTED PARTIES

Please be informed that the Nantucket Historic District Commission will be considering the following proposal:

Address of Proposed Work: 5 Waitt Drive

Tax Map Number: 67 Parcel Number: 920

Owner of Record: Town of Nantucket

Description of Proposal: Construct primary and secondary dwellings

Anticipated HDC Submission Date: 2023.11.20

You have been identified either as an abutter or interested party to the above property and are being notified in accordance with the Town Bylaw. Please note that the above submission date is an estimate only; the actual meeting date will be determined once the HDC staff has established that a complete application has been submitted. Please contact the HDC office to verify the date. Please note that notification is only required at the time of initial submission of an application, not for each time an application goes before the Commission. Abutters are responsible for monitoring the status of applications.

If you wish to comment on the above proposal, you are encouraged to submit your comments in writing to the HDC office. If you wish to testify at a Commission meeting please be aware that your testimony may be limited by the Commission in accordance with Commission policies, which are included on the back of this form. Due to the large sizes of most applications, the HDC office may not be able to send faxed copies of the plans. Off-island abutters wishing more detailed information may enlist an on-island representative to view the plans in the HDC office.

If you have any questions, please contact the HDC office at 508.325.7587.

HDC POLICIES FOR AN ABUTTER AND/OR INTERESTED PARTY TESTIMONY

Abutters are encouraged to limit their responses to issues that fall within the statutory mandate of the HDC – mainly the appearance of a proposal from the publicly traveled way and its impact on the existing historic environmental context. Issues such as land uses, noise, and impacts on private property are outside of the HDC's purview and cannot be addressed by the Commission.

In order to maintain a balance between the wishes of abutters and interested parties to express their concerns and the need of the HDC to conduct its business in a timely fashion, the following policies have been established:

Abutters and interested parties wishing to testify before the Commission shall be limited to three minutes of testimony. Only one representative from each abutting property or interested party shall be permitted to testify.

For those cases in which a substantial number of abutters and/or interested parties wish to testify (as determined by the Chair), the Chair shall structure the review of an application as follows:

1. Introduction of the application;
2. Response by applicant;
3. Public comment in favor of proposal;
4. Public comment in opposition of proposal;
5. Closing of public comment-no further comment unless requested by Commission members through the Chair;
6. Commission comments and discussion with applicant;
7. Commission action.

The above meeting policies may be waived at the discretion of the Chair.

21 AMELIA DRIVE LLC
105 NEWBURY STREET
BOSTON, MA 02116

NANTUCKET TOWN OF
16 BROAD STREET
NANTUCKET, MA 02554

MALI SUNIL M & NAKARMI GITA
C/O HABITAT FOR HUMANITY
PO BOX 1022
NANTUCKET, MA 02554

NANTUCKET TOWN OF
16 BROAD STREET
NANTUCKET, MA 02554

**U.S. Postal Service™
CERTIFIED MAIL® RECEIPT**
Domestic Mail Only

For delivery information, visit our website at www.usps.com®.

OFFICIAL USE

Certified Mail Fee

Extra Services & Fees (check box, add fee as appropriate)

☐ Return Receipt (hardcopy) \$

☐ Return Receipt (electronic) \$

☐ Certified Mail Restricted Delivery \$

☐ Adult Signature Required \$

☐ Adult Signature Restricted Delivery \$

Postage

Total

Send To

Street

City, St.

PS Form 3800, April 2015 PSN 7530-02-000-9047 See Reverse for Instructions

NOV 16 2023

Postmark Here

02554 9998

21 AMELIA DRIVE LLC
105 NEWBURY STREET
BOSTON, MA 02116

NANTUCKET TOWN OF
16 BROAD STREET
NANTUCKET, MA 02554

PS Form 3800, April 2015 PSN 7530-02-000-9047 See Reverse for Instructions

NOV 16 2023

Postmark Here

02554 9998

21 AMELIA DRIVE LLC
105 NEWBURY STREET
BOSTON, MA 02116

NANTUCKET TOWN OF
16 BROAD STREET
NANTUCKET, MA 02554

PS Form 3800, April 2015 PSN 7530-02-000-9047 See Reverse for Instructions

NOV 16 2023

Postmark Here

02554 9998

21 AMELIA DRIVE LLC
105 NEWBURY STREET
BOSTON, MA 02116

NANTUCKET TOWN OF
16 BROAD STREET
NANTUCKET, MA 02554

PS Form 3800, April 2015 PSN 7530-02-000-9047 See Reverse for Instructions

NOV 16 2023

Postmark Here

02554 9998

21 AMELIA DRIVE LLC
105 NEWBURY STREET
BOSTON, MA 02116

NANTUCKET TOWN OF
16 BROAD STREET
NANTUCKET, MA 02554

PS Form 3800, April 2015 PSN 7530-02-000-9047 See Reverse for Instructions

NOV 16 2023

Postmark Here

02554 9998

21 AMELIA DRIVE LLC
105 NEWBURY STREET
BOSTON, MA 02116

NANTUCKET TOWN OF
16 BROAD STREET
NANTUCKET, MA 02554

PS Form 3800, April 2015 PSN 7530-02-000-9047 See Reverse for Instructions

NOV 16 2023

Postmark Here

02554 9998

21 AMELIA DRIVE LLC
105 NEWBURY STREET
BOSTON, MA 02116

NANTUCKET TOWN OF
16 BROAD STREET
NANTUCKET, MA 02554

PS Form 3800, April 2015 PSN 7530-02-000-9047 See Reverse for Instructions

NOV 16 2023

Postmark Here

02554 9998

21 AMELIA DRIVE LLC
105 NEWBURY STREET
BOSTON, MA 02116

NANTUCKET TOWN OF
16 BROAD STREET
NANTUCKET, MA 02554

PS Form 3800, April 2015 PSN 7530-02-000-9047 See Reverse for Instructions

NOV 16 2023

Postmark Here

02554 9998

**U.S. Postal Service™
CERTIFIED MAIL® RECEIPT**
Domestic Mail Only

For delivery information, visit our website at www.usps.com®.

OFFICIAL USE

Certified Mail Fee

Extra Services & Fees (check box, add fee as appropriate)

☐ Return Receipt (hardcopy) \$

☐ Return Receipt (electronic) \$

☐ Certified Mail Restricted Delivery \$

☐ Adult Signature Required \$

☐ Adult Signature Restricted Delivery \$

Postage

Total

Send To

Street

City, St.

PS Form 3800, April 2015 PSN 7530-02-000-9047 See Reverse for Instructions

NOV 16 2023

Postmark Here

02554 9998

NANTUCKET TOWN OF
16 BROAD STREET
NANTUCKET, MA 02554

PS Form 3800, April 2015 PSN 7530-02-000-9047 See Reverse for Instructions

NOV 16 2023

Postmark Here

02554 9998

NANTUCKET TOWN OF
16 BROAD STREET
NANTUCKET, MA 02554

PS Form 3800, April 2015 PSN 7530-02-000-9047 See Reverse for Instructions

NOV 16 2023

Postmark Here

02554 9998

NANTUCKET TOWN OF
16 BROAD STREET
NANTUCKET, MA 02554

PS Form 3800, April 2015 PSN 7530-02-000-9047 See Reverse for Instructions

NOV 16 2023

Postmark Here

02554 9998

NANTUCKET TOWN OF
16 BROAD STREET
NANTUCKET, MA 02554

PS Form 3800, April 2015 PSN 7530-02-000-9047 See Reverse for Instructions

NOV 16 2023

Postmark Here

02554 9998

NANTUCKET TOWN OF
16 BROAD STREET
NANTUCKET, MA 02554

PS Form 3800, April 2015 PSN 7530-02-000-9047 See Reverse for Instructions

NOV 16 2023

Postmark Here

02554 9998

NANTUCKET TOWN OF
16 BROAD STREET
NANTUCKET, MA 02554

PS Form 3800, April 2015 PSN 7530-02-000-9047 See Reverse for Instructions

NOV 16 2023

Postmark Here

02554 9998

NANTUCKET TOWN OF
16 BROAD STREET
NANTUCKET, MA 02554

PS Form 3800, April 2015 PSN 7530-02-000-9047 See Reverse for Instructions

NOV 16 2023

Postmark Here

02554 9998

NANTUCKET TOWN OF
16 BROAD STREET
NANTUCKET, MA 02554

PS Form 3800, April 2015 PSN 7530-02-000-9047 See Reverse for Instructions

NOV 16 2023

Postmark Here

02554 9998

NANTUCKET TOWN OF
16 BROAD STREET
NANTUCKET, MA 02554

PS Form 3800, April 2015 PSN 7530-02-000-9047 See Reverse for Instructions

NOV 16 2023

Postmark Here

02554 9998



REQUIRED WITH ALL APPLICATIONS:

- X 1. **Completed Application Form:** Description of ALL work must be indicated on application form.
- X 2. **Property Owner's Signature:** Current owner's signature preferred; if the agent is signing the application written authorization from the owner (letter, fax, email) must be provided.
- X 3. **Application Fee:** See back of application for fee schedule or call the office.
- X 4. **Locus Map (4 copies):** Location Map must include north arrow, parcel boundaries, primary and secondary streets. (Town GIS Map Site) <https://www.nantucket-ma.gov/151/GIS-Maps>
- X 5. **Site Plan (4 Copies):** must include the following: lot dimensions, north arrow, all existing structures, proposed work (highlighted) with dimension to lot lines, scale, driveway, grade changes, and *placement of HVAC units, electrical boxes, fuel tanks, etc..*
- X 6. **8-1/2" x 11" Copies of ALL Application Materials:** Must include the following: application form (reduced 64%), locus map, plot plan, all elevations and floor plans, window schedule, photographs, other relevant supporting material. All material MUST BE LEGIBLE (font size no smaller than 12), collated and stapled.
- X 7. **Photographs:** Required of ALL applications for alterations to an existing structure. Photographs must be clear and labeled with application address or contextual address.
- X 8. **Electronic submission:** All documents submitted to the HDC office must be emailed to hdcsubmissions@nantucket-ma.gov.

REQUIRED WHERE APPLICABLE:

- N/A 1. **Supplemental Information for Historic Buildings:** It is the applicant's responsibility to research the historical status of any and ALL buildings. Additional information may be obtained from the Nantucket Historical Association Library. If not historic, denote on application.
- X 2. **Exterior Elevations and Floor Plans (4 copies):** Must be Y.-inch scale and include all affected sides of the building, cardinal points (N, S, E, W), dimensions, heights, floor and ceiling heights, elevations of finished grade, window details and placement of HVAC units, electrical boxes, fuel tanks, etc. *All changes from approved or existing design must be clouded on drawing.* All material MUST BE LEGIBLE, collated and stapled. Reduced sets should maintain a font size of 12.
- N/A 3. **As-Built Plans (1copy):** of existing elevations
- X 4. **Hardscaping Plans (4 copies):** To legible scale. This includes fences, decks, porches, arbors, retaining walls, tennis courts, swimming pool, driveways, gazebos etc. All material MUST BE LEGIBLE, collated and stapled.
- X 5. **Topographic Map:** Must show existing and proposed grade for any change of more than one foot in height on grade. Retaining walls must be applied for separately (see hardscaping plan).
- X 6. **Door and Window Schedule (4 copies):** Must include window type (true divided, simulated divided), number of lights, dimensions, materials, manufacturers type name and type number.
- GA 7. **I UNDERSTAND THAT A TRUE DIVIDED LIGHT WINDOW/DOOR IS DEFINED AS MULTIPLE INDIVIDUAL SINGLE PANES OF GLASS (i.e., NOT DOUBLE-PANED OR INSULATED) ASSEMBLED IN THE SASH/DOOR USING MUNTINS.**
(initial to indicate read and understand)
- X 8. **Abutter Notification Materials** – Abutters list from Assessors Office, certified mail stubs, and a copy of letter are required for all applications for changes of 1000 square feet or more except in the Nantucket Historic Core and 'Sconset Historic Core where the requirement for new construction is 100 square feet.
- N/A 9. **Approvals from Planning Board, Zoning Board of Appeals, Conservation Commission etc.**

CERTIFICATE OF APPROPRIATENESS

for structural work.

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

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

PROPERTY DESCRIPTION

TAX MAP N^o: 67 PARCEL N^o: 921
Street & Number of Proposed Work: 7 Waitt Drive
Owner of record: Town of Nantucket
Mailing Address: 16 Broad St.
Nantucket MA 02551
Contact Phone #: 228-2820 E-mail: Hello@g-arc.info

AGENT INFORMATION (if applicable)

Name: Gryphon Architects
Mailing Address: PO Box 325
Nantucket MA 02554
Contact Phone #: 228-2820 E-mail: Hello@g-arc.info

FOR OFFICE USE ONLY

Date application received: _____ Fee Paid: \$ _____
Must be acted on by: _____
Extended to: _____
Approved: _____ Disapproved: _____
Chairman: _____
Member: _____
Member: _____
Member: _____
Member: _____
Notes - Comments - Restrictions - Conditions

DESCRIPTION OF WORK TO BE PERFORMED

See reverse for required documentation.

☒ New Dwelling ☐ Addition ☐ Garage ☐ Driveway/Apron ☐ Commercial ☐ Historical Renovation ☐ Deck/Patio ☐ Steps ☐ Shed
☐ Color Change ☐ Fence ☐ Gate ☐ Hardscaping ☐ Move Building ☐ Demolition ☐ Revisions to previous Cert. No. _____
☐ Pool (Zoning District _____) ☐ Roof ☐ Other _____

Size of Structure or Addition: Length: 45' Sq. Footage 1st floor: 1,350SF Decks/Patio: Size: 220 ☒ 1st floor ☐ 2nd floor
Width: 30' Sq. footage 2nd floor: 1,350SF Size: _____ ☐ 1st floor ☐ 2nd floor
Sq. footage 3rd floor: _____

Difference between existing grade and proposed finish grade: North 0'-0" South _____ East _____ West _____
Height of ridge above final finish grade: North 28'-7" South _____ East _____ West _____

Additional Remarks

REVISIONS: 1. East Elevation

Historic Name:

(describe) 2. South Elevation

Original Date:

3. West Elevation

Original Builder:

4. North Elevation

Is there an HDC survey form for this building attached? ☐ Yes ☐ N/A *Cloud on drawings and submit photographs of existing elevations

DETAIL OF WORK TO BE PERFORMED

Foundation: Height Exposed 10" ☐ Block ☐ Block Parged ☐ Brick (type) _____ ☒ Poured Concrete ☐ Piers

Masonry Chimney: ☐ Block Parged ☐ Brick (type) _____ ☐ Other _____

Roof Pitch: Main Mass 9/12 Secondary Mass X/12 Dormer 5/12 Other _____

Roofing material: ☒ Asphalt ☒ 3-Tab ☐ Architectural
☐ Wood (Type: Red Cedar, White Cedar, Shakes, etc.) _____

Fence: Height: _____
Type: _____
Length: _____

Skylights (flat only): Manufacturer _____ Rough Opening _____ Size _____ Location _____
Manufacturer _____ Rough Opening _____ Size _____ Location _____

Gutters: ☐ Wood ☒ Aluminum ☐ Copper ☒ Leaders (material) Aluminum

Leaders (material and size):

Sidewall: ☒ White cedar shingles NTW ☐ Clapboard (exposure: _____ inches) Front ☐ Side

☐ Other _____

Trim: A. Wood ☐ Pine ☐ Redwood ☐ Cedar ☒ Other Boral Composite

B. Treatment ☒ Paint ☐ Natural to weather ☐ Other _____

C. Dimensions: Fascia SEE DRAWINGS Rake _____

Soffit (Overhang) _____ Corner boards _____ Frieze _____

Window Casing _____ Door Frame _____ Columns/Posts: Round _____ Square _____

Windows*: ☒ Double Hung ☐ Casement ☐ All Wood ☐ Other _____

☐ True Divided Lights(muntins), single pane ☒ SSDL's (Simulated Divided Lights) Manufacturer Anderson

Doors* (type and material): ☐ TDL ☒ SSDL Front MAHOGANY Rear _____ Side X

Garage Door(s): Type _____ Material _____

Hardscape materials: Driveways _____ Walkways _____ Walls _____

* Note: Complete door and window schedules are required.

COLORS

Sidewall NTW Clapboard (if applicable) _____
Trim white Sash white
Deck NTW Foundation NTW

Roof Charcoal Black
Doors MAIN STREET yellow-white
Fence _____ Shutters _____

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

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

Date 11-17-2023

Signature of owner of record

[Signature]

Signed by GA under
Consent of owner

Signed under penalties of perjury



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

November 16, 2023

Mr. Ray Pohl
Chairman, Historic District Commission
Town of Nantucket
2 Fairgrounds Road
Nantucket MA 02554

Dear Mr. Pohl:

I am writing on behalf of Nantucket's Habitat for Humanity, petitioning for a waiver of the HDC application fees for our next Habitat project – 4 single family homes and one duplex – located at 5A & B Waitt Drive; 7A & 7B Waitt Drive (duplex); and 9A & 9B Waitt Drive.

In the recent past, the HDC application fees have been waived, and we are hopeful that we can secure the same waivers for these Habitat homes.

Habitat strives to build simple, decent homes that are cost efficient and energy efficient for the numerous families on Nantucket that need affordable housing.

These new homes will be added to the Town's Subsidized Housing Inventory (SHI) list, and will help the Town to maintain its current "Safe Harbor" designation.

Habitat homes carry deed restrictions which mandate that the homes be forever affordable, and that subsequent owners must meet certain maximum income requirements – in the same way that the original owners qualified.

A waiver of the HDC application fees will be a significant contribution to Habitat's ongoing efforts to keep its building costs as low as possible.

Please contact me if I can provide any additional information. Many thanks for considering this request.

Sincerely,

A handwritten signature in blue ink that reads "R. J. Hussey".

Richard Hussey
Habitat Nantucket Board member



Waite Drive

9 Waite Drive

7 Waite Drive

5 Waite Drive

Habitat for
Humanity
Nantucket
5.7.9 Waite Drive
Nantucket MA 02554

67 / 921

P1

No.	Description	Date
10	HDC Submission	2023.11.20

This drawing represents a design intent and concept only. This document and all associated documents are prepared for a specific site and event, and incorporate calculations and measurements available from the client at the time of drafting. The design is not to be used for construction or other purposes without the written permission of the designer. The contents of this document are not to be reproduced or copied in whole or part without the written permission of Gryphon Architects Inc. Use of this design is granted to the client for the specified and named event only. Copyright © 11/14/2023 6:09:06 PM

po box 325 nantucket ma 02554
508 228 2820 gryphonarchitects.com





Waitt Drive

5 Waitt Drive

3 Waitt Drive

20 Ticcoma Way

18 Ticcoma Way



This drawing represents a design intent and concept only. This document and all associated documents are prepared for a specific site and event, and incorporate calculations and measurements available from the client at the time of drafting. This document is not to be used for construction and dissemination except as required for the specific event named without the written permission of the designer. The contents of this document are not to be reproduced or copied in whole or part without the written permission of Gryphon Architects Inc. Use of this design is granted to the client for the specified and named event only. Copyright © 11/14/2023 6:09:36 PM

po box 325 nantucket ma 02554
508 228 2820 gryphonarchitects.com

No.	Description	Date
10	HDC Submission	2023.11.20

Habitat for Humanity
Nantucket
5.7.9 Waitt Drive
Nantucket MA

67 | 921

P2



Waitt Drive

4 Waitt Drive

8 Waitt Drive

4 Fairgrounds Road

9 Waitt Drive

7 Waitt Drive

Habitat for
Humanity
Nantucket
5,7,9 Waitt Drive
Nantucket MA 02554

67 / 921

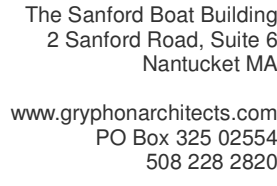
P3

No.	Description	Date
10	HDC Submission	2023.11.20

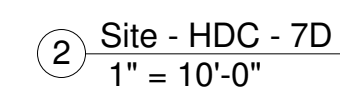
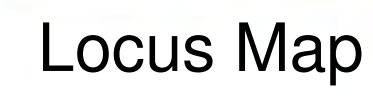
This drawing represents a design intent and concept only. This document and all associated documents are prepared for a specific site and event, and incorporate calculations and measurements available from the client at the time of drafting. It is not to be used for construction or other purposes without the written permission of the designer. The contents of this document are not to be reproduced or copied in whole or part without the written permission of Gryphon Architects Inc. Use of this design is granted to the client for the specified and named event only. Copyright © 11/14/2023 6:09:06 PM

po box 325 nantucket ma 02554
508 228 2820 gryphonarchitects.com





Structure

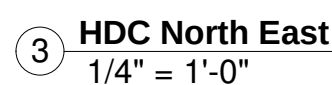
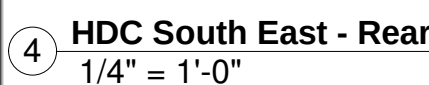
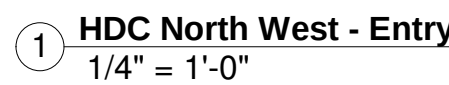
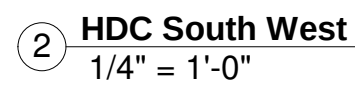


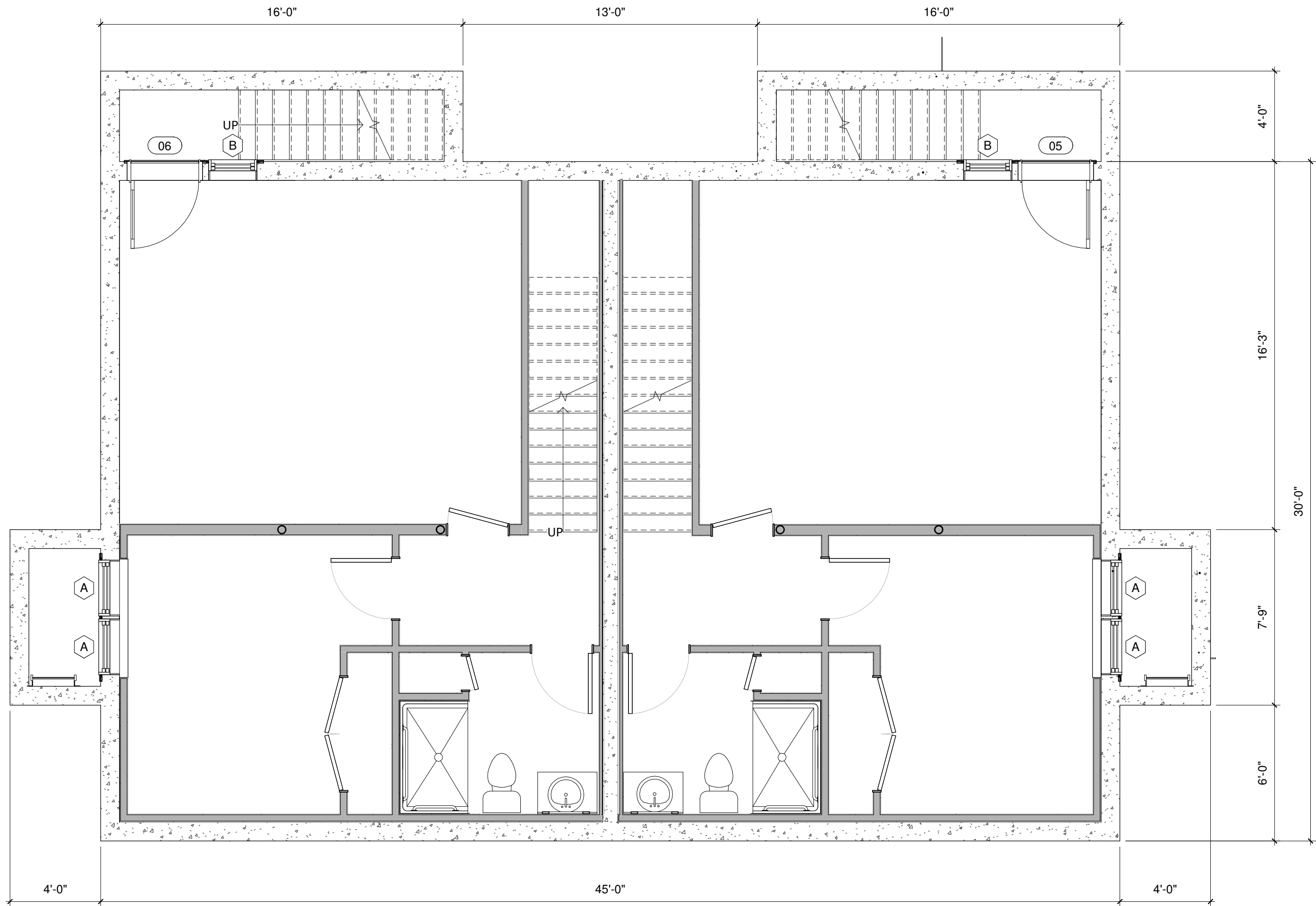
HDC Submission

This drawing represents a design intent and concept only. This document and all associated documents are prepared for a specific site and event, and incorporate calculations and measurements available from the client at the time of drafting. The recipient agrees to protect the contents from distribution and dissemination except as required for the specific event named, without the written permission of the designer. The contents of this document are not to be reproduced or copied in whole or part without the written permission of Gryphon Architects Inc. Use of this design is granted to the client for the specified and named event only. Copy © 11/14/2022 5:55:49 PM

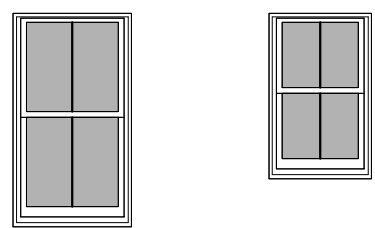
#	Description	Date
10	HDC Submission	2023.11.20

HDC-7D



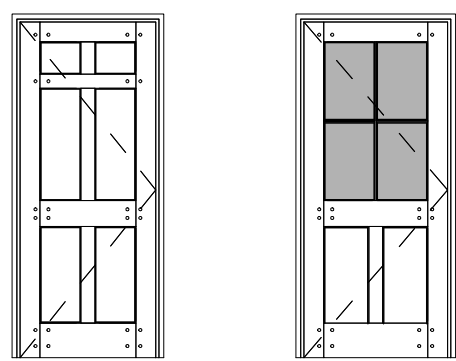


1 Floor 0 HDC
1/4" = 1'-0"



A B

Window Elevations
1/4" = 1'-0"



01, 02 03, 04, 05, 06

Door Elevations
1/4" = 1'-0"

Window Schedule - HDC

Type Mark	Manufacturer	Designation	Width	Height	Exterior Unit Finish	Comments
A	Andersen Corporation	TW2442	2'-5 5/8"	4'-4 7/8"	Vinyl - Andersen - White	
B	Andersen Corporation	TW2032	2'-1 5/8"	3'-4 7/8"	Vinyl - Andersen - White	

Door Schedule - HDC

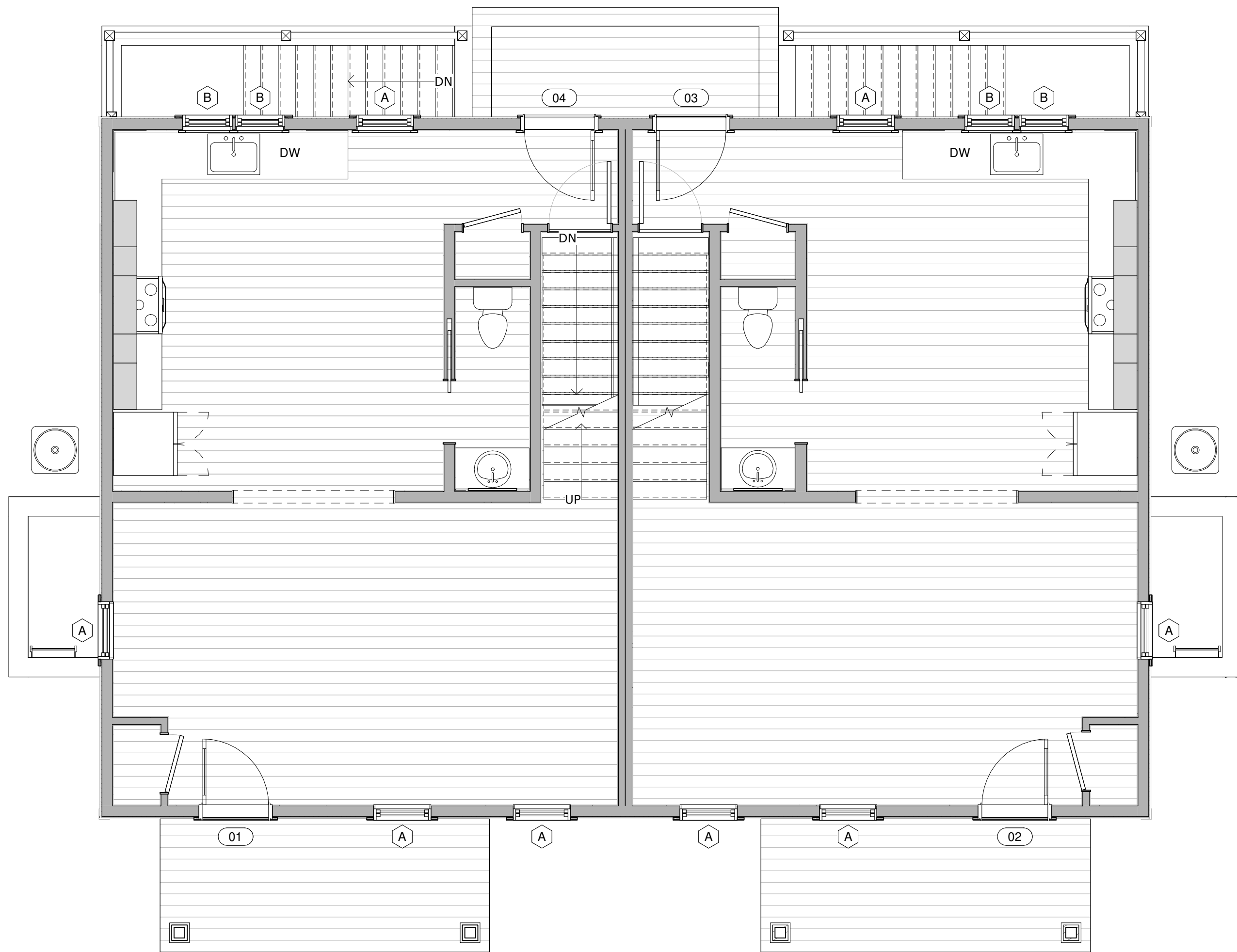
Mark	Manufacturer	Model	Width	Height	Function	Comments
01	Simpsons Door Company	77130	2'-10"	7'-0"	Exterior	Painted Main Street Yellow
02	Simpsons Door Company	77130	2'-10"	7'-0"	Exterior	Painted Main Street Yellow
03	Simpsons Door Company	77943	3'-0"	7'-0"	Exterior	Painted White
04	Simpsons Door Company	77943	3'-0"	7'-0"	Exterior	Painted White
05	Simpsons Door Company	77943	3'-0"	7'-0"	Exterior	Painted White
06	Simpsons Door Company	77943	3'-0"	7'-0"	Exterior	Painted White

Specifications - Windows

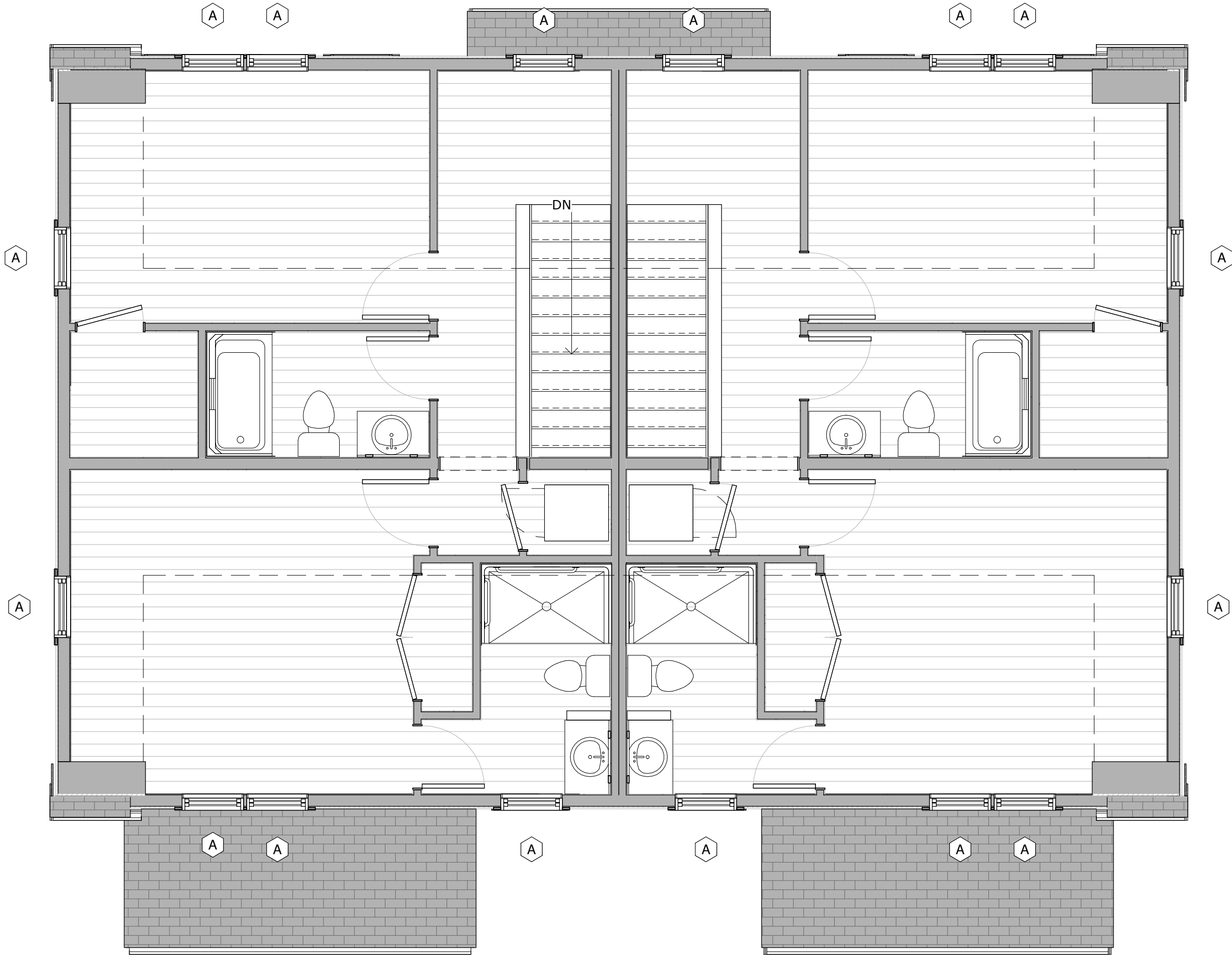
Muntins: SDL
Screens: Full sash
Storms: None
Interior Finish: White
Hardware: Sash locks - White

Specifications - Doors

Muntins: SDL
Storms: Andersen metal storms with glazed panel at Simpson Doors
Interior Finish: Andersen - White
Hardware: By Owner



2 Floor 1 HDC
1/4" = 1'-0"



3 Floor 2 HDC
1/4" = 1'-0"

TOWN OF NANTUCKET
HISTORIC DISTRICT COMMISSION

LIST OF PARTIES IN INTEREST IN THE MATTER OF THE PETITION OF:

PROPERTY OWNER.....Town of Nantucket
MAILING ADDRESS.....16 Broad Street, Nantucket, MA 02554
PROPERTY LOCATION.....7 Waite Drive
ASSESSORS MAP/PARCEL.....67 / 921
SUBMITTED BY:.....Gryphon Architects Inc.

SEE ATTACHED PAGES

I certify that the foregoing is a list of persons who are owners of land directly adjacent to the subject property or directly opposite the subject property on any public or private street or way, all as they appear on the most recent applicable tax list.

November 13, 2023

DATE

ASSESSOR'S OFFICE
TOWN OF NANTUCKET



HISTORIC DISTRICT COMMISSION

2 Fairgrounds Road

Nantucket, Massachusetts 02554

Telephone: 508.325.7587

Fax: 508.228.7298

NOTICE OF HDC APPLICATION

ABUTTERS AND INTERESTED PARTIES

Please be informed that the Nantucket Historic District Commission will be considering the following proposal:

Address of Proposed Work: 7 Waitt Drive

Tax Map Number: 67 Parcel Number: 921

Owner of Record: Town of Nantucket

Description of Proposal: Construct duplex style dwelling

Anticipated HDC Submission Date: 2023.11.20

You have been identified either as an abutter or interested party to the above property and are being notified in accordance with the Town Bylaw. Please note that the above submission date is an estimate only; the actual meeting date will be determined once the HDC staff has established that a complete application has been submitted. Please contact the HDC office to verify the date. Please note that notification is only required at the time of initial submission of an application, not for each time an application goes before the Commission. Abutters are responsible for monitoring the status of applications.

If you wish to comment on the above proposal, you are encouraged to submit your comments in writing to the HDC office. If you wish to testify at a Commission meeting please be aware that your testimony may be limited by the Commission in accordance with Commission policies, which are included on the back of this form. Due to the large sizes of most applications, the HDC office may not be able to send faxed copies of the plans. Off-island abutters wishing more detailed information may enlist an on-island representative to view the plans in the HDC office.

If you have any questions, please contact the HDC office at 508.325.7587.

HDC POLICIES FOR AN ABUTTER AND/OR INTERESTED PARTY TESTIMONY

Abutters are encouraged to limit their responses to issues that fall within the statutory mandate of the HDC – mainly the appearance of a proposal from the publicly traveled way and its impact on the existing historic environmental context. Issues such as land uses, noise, and impacts on private property are outside of the HDC's purview and cannot be addressed by the Commission.

In order to maintain a balance between the wishes of abutters and interested parties to express their concerns and the need of the HDC to conduct its business in a timely fashion, the following policies have been established:

Abutters and interested parties wishing to testify before the Commission shall be limited to three minutes of testimony. Only one representative from each abutting property or interested party shall be permitted to testify.

For those cases in which a substantial number of abutters and/or interested parties wish to testify (as determined by the Chair), the Chair shall structure the review of an application as follows:

1. Introduction of the application;
2. Response by applicant;
3. Public comment in favor of proposal;
4. Public comment in opposition of proposal;
5. Closing of public comment-no further comment unless requested by Commission members through the Chair;
6. Commission comments and discussion with applicant;
7. Commission action.

The above meeting policies may be waived at the discretion of the Chair.

21 AMELIA DRIVE LLC
105 NEWBURY STREET
BOSTON, MA 02116

MANNING JOSEPH W
P O BOX 2975
NANTUCKET, MA 02584

NANTUCKET TOWN OF
16 BROAD ST
NANTUCKET, MA 02554

NANTUCKET TOWN OF
16 BROAD STREET
NANTUCKET, MA 02554

NANTUCKET TOWN OF
16 BROAD STREET
NANTUCKET, MA 02554

NANTUCKET TOWN OF
16 BROAD STREET
NANTUCKET, MA 02554

U.S. Postal Service™
CERTIFIED MAIL® RECEIPT
Domestic Mail Only

For delivery information, visit our website at www.usps.com®.

OFFICIAL USE

Certified Mail Fee

\$

Extra Services & Fees (check box, add fee as appropriate)

☐ Return Receipt (hardcopy)

☐ Return Receipt (electronic)

☐ Certified Mail Restricted Delivery

☐ Adult Signature Required

☐ Adult Signature Restricted Delivery

Postage

\$

Total

\$

Sent to

Street

City, State

Zip

PS Form 3800, April 2015 PSN 7530-02-000-9001

See Reverse for Instructions

U.S. Postal Service™
CERTIFIED MAIL® RECEIPT
Domestic Mail Only

For delivery information, visit our website at www.usps.com®.

OFFICIAL USE

Certified Mail Fee

\$

Extra Services & Fees (check box, add fee as appropriate)

☐ Return Receipt (hardcopy)

☐ Return Receipt (electronic)

☐ Certified Mail Restricted Delivery

☐ Adult Signature Required

☐ Adult Signature Restricted Delivery

Postage

\$

Total

\$

Sent to

Street

City, State

Zip

PS Form 3800, April 2015 PSN 7530-02-000-9001

See Reverse for Instructions

U.S. Postal Service™
CERTIFIED MAIL® RECEIPT
Domestic Mail Only

For delivery information, visit our website at www.usps.com®.

OFFICIAL USE

Certified Mail Fee

\$

Extra Services & Fees (check box, add fee as appropriate)

☐ Return Receipt (hardcopy)

☐ Return Receipt (electronic)

☐ Certified Mail Restricted Delivery

☐ Adult Signature Required

☐ Adult Signature Restricted Delivery

Postage

\$

Total

\$

Sent to

Street

City, State

Zip

PS Form 3800, April 2015 PSN 7530-02-000-9001

See Reverse for Instructions

U.S. Postal Service™
CERTIFIED MAIL® RECEIPT
Domestic Mail Only

For delivery information, visit our website at www.usps.com®.

OFFICIAL USE

Certified Mail Fee

\$

Extra Services & Fees (check box, add fee as appropriate)

☐ Return Receipt (hardcopy)

☐ Return Receipt (electronic)

☐ Certified Mail Restricted Delivery

☐ Adult Signature Required

☐ Adult Signature Restricted Delivery

Postage

\$

Total

\$

Sent to

Street

City, State

Zip

PS Form 3800, April 2015 PSN 7530-02-000-9001

See Reverse for Instructions

U.S. Postal Service™
CERTIFIED MAIL® RECEIPT
Domestic Mail Only

For delivery information, visit our website at www.usps.com®.

OFFICIAL USE

Certified Mail Fee

\$

Extra Services & Fees (check box, add fee as appropriate)

☐ Return Receipt (hardcopy)

☐ Return Receipt (electronic)

☐ Certified Mail Restricted Delivery

☐ Adult Signature Required

☐ Adult Signature Restricted Delivery

Postage

\$

Total

\$

Sent to

Street

City, State

Zip

PS Form 3800, April 2015 PSN 7530-02-000-9001

See Reverse for Instructions

U.S. Postal Service™
CERTIFIED MAIL® RECEIPT
Domestic Mail Only

For delivery information, visit our website at www.usps.com®.

OFFICIAL USE

Certified Mail Fee

\$

Extra Services & Fees (check box, add fee as appropriate)

☐ Return Receipt (hardcopy)

☐ Return Receipt (electronic)

☐ Certified Mail Restricted Delivery

☐ Adult Signature Required

☐ Adult Signature Restricted Delivery

Postage

\$

Total

\$

Sent to

Street

City, State

Zip

PS Form 3800, April 2015 PSN 7530-02-000-9001

See Reverse for Instructions



REQUIRED WITH ALL APPLICATIONS:

- X 1. **Completed Application Form:** Description of ALL work must be indicated on application form.
- X 2. **Property Owner's Signature:** Current owner's signature preferred; if the agent is signing the application written authorization from the owner (letter, fax, email) must be provided.
- X 3. **Application Fee:** See back of application for fee schedule or call the office.
- X 4. **Locus Map (4 copies):** Location Map must include north arrow, parcel boundaries, primary and secondary streets. (Town GIS Map Site) <https://www.nantucket-ma.gov/151/GIS-Maps>
- X 5. **Site Plan (4 Copies):** must include the following: lot dimensions, north arrow, all existing structures, proposed work (highlighted) with dimension to lot lines, scale, driveway, grade changes, and *placement of HVAC units, electrical boxes, fuel tanks, etc..*
- X 6. **8-1/2" x 11" Copies of ALL Application Materials:** Must include the following: application form (reduced 64%), locus map, plot plan, all elevations and floor plans, window schedule, photographs, other relevant supporting material. All material MUST BE LEGIBLE (font size no smaller than 12), collated and stapled.
- X 7. **Photographs:** Required of ALL applications for alterations to an existing structure. Photographs must be clear and labeled with application address or contextual address.
- X 8. **Electronic submission:** All documents submitted to the HDC office must be emailed to hdcsubmissions@nantucket-ma.gov.

REQUIRED WHERE APPLICABLE:

- N/A 1. **Supplemental Information for Historic Buildings:** It is the applicant's responsibility to research the historical status of any and ALL buildings. Additional information may be obtained from the Nantucket Historical Association Library. If not historic, denote on application.
- X 2. **Exterior Elevations and Floor Plans (4 copies):** Must be Y.-inch scale and include all affected sides of the building, cardinal points (N, S, E, W), dimensions, heights, floor and ceiling heights, elevations of finished grade, window details and placement of HVAC units, electrical boxes, fuel tanks, etc. *All changes from approved or existing design must be clouded on drawing.* All material MUST BE LEGIBLE, collated and stapled. Reduced sets should maintain a font size of 12.
- N/A 3. **As-Built Plans (1copy):** of existing elevations
- X 4. **Hardscaping Plans (4 copies):** To legible scale. This includes fences, decks, porches, arbors, retaining walls, tennis courts, swimming pool, driveways, gazebos etc. All material MUST BE LEGIBLE, collated and stapled.
- X 5. **Topographic Map:** Must show existing and proposed grade for any change of more than one foot in height on grade. Retaining walls must be applied for separately (see hardscaping plan).
- X 6. **Door and Window Schedule (4 copies):** Must include window type (true divided, simulated divided), number of lights, dimensions, materials, manufacturers type name and type number.
- GA 7. **I UNDERSTAND THAT A TRUE DIVIDED LIGHT WINDOW/DOOR IS DEFINED AS MULTIPLE INDIVIDUAL SINGLE PANES OF GLASS (i.e., NOT DOUBLE-PANED OR INSULATED) ASSEMBLED IN THE SASH/DOOR USING MUNTINS.**
(initial to indicate read and understand)
- X 8. **Abutter Notification Materials** – Abutters list from Assessors Office, certified mail stubs, and a copy of letter are required for all applications for changes of 1000 square feet or more except in the Nantucket Historic Core and 'Sconset Historic Core where the requirement for new construction is 100 square feet.
- N/A 9. **Approvals from Planning Board, Zoning Board of Appeals, Conservation Commission etc.**

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

CERTIFICATE OF APPROPRIATENESS

for structural work.

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

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

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

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

PROPERTY DESCRIPTION

TAX MAP N^o: 67 PARCEL N^o: 922
 Street & Number of Proposed Work: 9 Waift Drive
 Owner of record: Town of Nantucket
 Mailing Address: 16 Broad Street
Nantucket MA, 02554
 Contact Phone #: 228-2820 E-mail: Hello@g-arc.info

AGENT INFORMATION (if applicable)

Name: Gryphon Architects
 Mailing Address: PO Box 325
Nantucket MA 02554
 Contact Phone #: 228-2820 E-mail: Hello@g-arc.info

FOR OFFICE USE ONLY

Date application received: _____ Fee Paid: \$ _____
 Must be acted on by: _____
 Extended to: _____
 Approved: _____ Disapproved: _____
 Chairman: _____
 Member: _____
 Member: _____
 Member: _____
 Member: _____
 Notes - Comments - Restrictions - Conditions

DESCRIPTION OF WORK TO BE PERFORMED

See reverse for required documentation.

☒ New Dwelling ☐ Addition ☐ Garage ☐ Driveway/Apron ☐ Commercial ☐ Historical Renovation ☐ Deck/Patio ☐ Steps ☐ Shed
☐ Color Change ☐ Fence ☐ Gate ☐ Hardscaping ☐ Move Building ☐ Demolition ☐ Revisions to previous Cert. No. _____
☐ Pool (Zoning District _____) ☐ Roof ☐ Other _____

Size of Structure or Addition: Length: 26' Sq. Footage 1st floor: 820 SF Decks/Patio: Size: 70 SF ☒ 1st floor ☐ 2nd floor
 Width: 35' Sq. footage 2nd floor: 820 SF Size: _____ ☐ 1st floor ☐ 2nd floor
 Sq. footage 3rd floor: _____

Difference between existing grade and proposed finish grade: North 0'-0" South _____ East _____ West _____
 Height of ridge above final finish grade: North 27'-2" South _____ East _____ West _____

Additional Remarks

REVISIONS*

Historic Name: _____ (describe) _____
 Original Date: _____
 Original Builder: _____

Is there an HDC survey form for this building attached? ☐ Yes ☒ N/A *Cloud on drawings and submit photographs of existing elevations.

DETAIL OF WORK TO BE PERFORMED

Foundation: Height Exposed 10" ☐ Block ☐ Block Parged ☐ Brick (type) _____ ☒ Poured Concrete ☐ Piers

Masonry Chimney: ☐ Block Parged ☐ Brick (type) _____ ☐ Other _____

Roof Pitch: Main Mass 9 /12 Secondary Mass 9 /12 Dormer 5 /12 Other _____

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

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

Fence: Height: _____
 Type: _____
 Length: _____

Skylights (flat only): Manufacturer _____ Rough Opening _____ Size _____ Location _____
 Manufacturer _____ Rough Opening _____ Size _____ Location _____

Gutters: ☐ Wood ☒ Aluminum ☐ Copper ☒ Leaders (material) Aluminum

Leaders (material and size): _____

Sidewall: ☒ White cedar shingles NTW ☐ Clapboard (exposure: _____ inches) Front ☐ Side

☐ Other _____

Trim: A. Wood ☐ Pine ☐ Redwood ☐ Cedar ☒ Other Boral Composite

B. Treatment ☒ Paint ☐ Natural to weather ☐ Other _____

C. Dimensions: Fascia SEE DRAWING Rake _____ Soffit (Overhang) _____ Corner boards _____ Frieze _____

Window Casing _____ Door Frame _____ Columns/Posts: Round _____ Square _____

Windows*: ☒ Double Hung ☐ Casement ☐ All Wood ☐ Other _____

☐ True Divided Lights(muntins), single pane ☒ SDL's (Simulated Divided Lights) Manufacturer Anderson

Doors* (type and material): ☐ TDL ☒ SDL Front MAHAGEN'S Rear _____ Side _____

Garage Door(s): Type _____ Material _____

Hardscape materials: Driveways _____ Walkways _____ Walls _____

* Note: Complete door and window schedules are required.

COLORS

Sidewall NTW Clapboard (if applicable) _____ Roof Charcoal Black
 Trim white Sash white Doors Hussey Green + white
 Deck NTW Foundation NTW Fence _____ Shutters _____

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

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

Date 11.17.2023 Signature of owner of record _____ Signed by GA under _____
 Consent of owner _____ Signed under penalties of perjury



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

November 16, 2023

Mr. Ray Pohl
Chairman, Historic District Commission
Town of Nantucket
2 Fairgrounds Road
Nantucket MA 02554

Dear Mr. Pohl:

I am writing on behalf of Nantucket's Habitat for Humanity, petitioning for a waiver of the HDC application fees for our next Habitat project – 4 single family homes and one duplex – located at 5A & B Waitt Drive; 7A & 7B Waitt Drive (duplex); and 9A & 9B Waitt Drive.

In the recent past, the HDC application fees have been waived, and we are hopeful that we can secure the same waivers for these Habitat homes.

Habitat strives to build simple, decent homes that are cost efficient and energy efficient for the numerous families on Nantucket that need affordable housing.

These new homes will be added to the Town's Subsidized Housing Inventory (SHI) list, and will help the Town to maintain its current "Safe Harbor" designation.

Habitat homes carry deed restrictions which mandate that the homes be forever affordable, and that subsequent owners must meet certain maximum income requirements – in the same way that the original owners qualified.

A waiver of the HDC application fees will be a significant contribution to Habitat's ongoing efforts to keep its building costs as low as possible.

Please contact me if I can provide any additional information. Many thanks for considering this request.

Sincerely,

A handwritten signature in blue ink that reads "R. J. Hussey".

Richard Hussey
Habitat Nantucket Board member



Waite Drive

9 Waite Drive

7 Waite Drive

5 Waite Drive

Habitat for
Humanity
Nantucket
5.7.9 Waite Drive
Nantucket MA 02554

67 / 921

P1

No.	Description	Date
10	HDC Submission	2023.11.20

This drawing represents a design intent and concept only. This document and all associated documents are prepared for a specific site and event, and incorporate calculations and measurements available from the client at the time of drafting. It is not to be used for construction or other purposes without the written permission of the designer. The contents of this document are not to be reproduced or copied in whole or part without the written permission of Gryphon Architects Inc. Use of this design is granted to the client for the specified and named event only. Copyright © 11/14/2023 6:09:06 PM

po box 325 nantucket ma 02554
508 228 2820 gryphonarchitects.com





Waitt Drive

5 Waitt Drive

3 Waitt Drive

20 Ticcoma Way

18 Ticcoma Way



This drawing represents a design intent and concept only. This document and all associated documents are prepared for a specific site and event, and incorporate calculations and measurements available from the client at the time of drafting. The design is not to be used for construction or for any other purpose without the written permission of the designer. The contents of this document are not to be reproduced or copied in whole or part without the written permission of Gryphon Architects Inc. Use of this design is granted to the client for the specified and named event only. Copyright © 11/14/2023 6:09:36 PM

po box 325 nantucket ma 02554
508 228 2820 gryphonarchitects.com

No.	Description	Date
10	HDC Submission	2023.11.20

Habitat for Humanity
Nantucket
5.7.9 Waitt Drive
Nantucket MA

67 | 921

P2



Waitt Drive

4 Waitt Drive

8 Waitt Drive

4 Fairgrounds Road

9 Waitt Drive

7 Waitt Drive

Habitat for
Humanity
Nantucket
5,7.9 Waitt Drive
Nantucket MA 02554

67 / 921

P3

No.	Description	Date
10	HDC Submission	2023.11.20

This drawing represents a design intent and concept only. This document and all associated documents are prepared for a specific site and event, and incorporate calculations and measurements available from the client at the time of drafting. It is not to be used for construction or other purposes without the written permission of the designer. The contents of this document are not to be reproduced or copied in whole or part without the written permission of Gryphon Architects Inc. Use of this design is granted to the client for the specified and named event only. Copyright © 11/14/2023 6:09:06 PM

po box 325 nantucket ma 02554
508 228 2820 gryphonarchitects.com





The Sanford Boat Building
2 Sanford Road, Suite 4
Nantucket MA
www.gryphonarchitects.com
PO Box 325 02554
508.228.2828

Owner	Habitat for Humanity Nantucket
-------	-----------------------------------

Location	5,7,9 Waite Drive Nantucket MA
----------	-----------------------------------

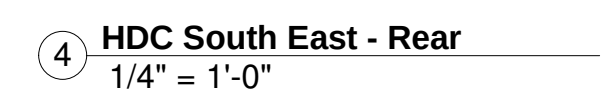
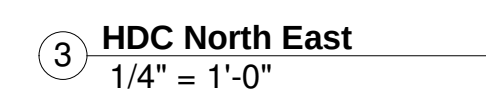
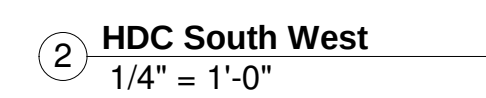
Structure	
	Site Plan

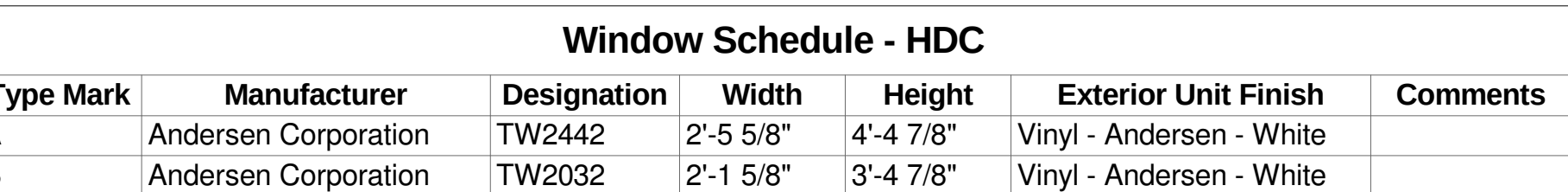
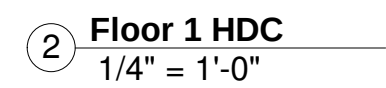
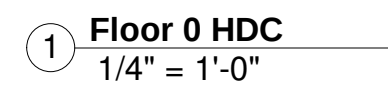
[illegible]

HDC-9F

HDC Submission

This drawing represents a design intent and concept only. This document and all associated documents are prepared for a specific site and event, and incorporate calculations and measurements available from the client at the time of drafting. The recipient agrees to protect the contents from distribution and dissemination except as required for the specific event named, without the written permission of the designer. The contents of this document are not to be reproduced or copied in whole or in part without the written permission of Gropion Architects. Possession of this design is granted to the client for the specified and named event only. Copyright © 11/14/2023 5:58:39 PM

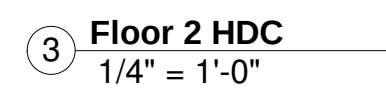
[illegible]



Specifications - Windows

Muntins: SDL
Screens: Full sash
Storms: None
Interior Finish: White
Hardware: Sash locks - White

Specifications - Doors
Muntins: SDL
Storms: Andersen metal storms with glazed panel at Simpson Doors
Interior Finish: Andersen - White
Hardware: By Owner



This drawing represents a design intent and concept only. This document and all associated documents are prepared for a specific site and event, and incorporate calculations and measurements available from the client at the time of drafting. The recipient agrees to protect the contents from distribution and dissemination except as required for the specific event named, without the written permission of the designer. The contents of this document are not to be reproduced or copied in whole or part without the written permission of Gynpton Architects Inc. Use of this design is granted to the client for the specified and named event only. Copyright © 11/15/2023 3:40:24 PM

TOWN OF NANTUCKET
HISTORIC DISTRICT COMMISSION

LIST OF PARTIES IN INTEREST IN THE MATTER OF THE PETITION OF:

PROPERTY OWNER.....Town of Nantucket
MAILING ADDRESS.....16 Broad Street, Nantucket, MA 02554
PROPERTY LOCATION.....9 Waite Drive
ASSESSORS MAP/PARCEL.....67 / 922
SUBMITTED BY:.....Gryphon Architects Inc.

SEE ATTACHED PAGES

I certify that the foregoing is a list of persons who are owners of land directly adjacent to the subject property or directly opposite the subject property on any public or private street or way, all as they appear on the most recent applicable tax list.

November 13, 2023

DATE

ASSESSOR'S OFFICE
TOWN OF NANTUCKET



HISTORIC DISTRICT COMMISSION

2 Fairgrounds Road

Nantucket, Massachusetts 02554

Telephone: 508.325.7587

Fax: 508.228.7298

NOTICE OF HDC APPLICATION

ABUTTERS AND INTERESTED PARTIES

Please be informed that the Nantucket Historic District Commission will be considering the following proposal:

Address of Proposed Work: 9 Waitt Drive

Tax Map Number: 67 Parcel Number: 922

Owner of Record: Town of Nantucket

Description of Proposal: Construct primary and secondary dwellings

Anticipated HDC Submission Date: 2023.11.20

You have been identified either as an abutter or interested party to the above property and are being notified in accordance with the Town Bylaw. Please note that the above submission date is an estimate only; the actual meeting date will be determined once the HDC staff has established that a complete application has been submitted. Please contact the HDC office to verify the date. Please note that notification is only required at the time of initial submission of an application, not for each time an application goes before the Commission. Abutters are responsible for monitoring the status of applications.

If you wish to comment on the above proposal, you are encouraged to submit your comments in writing to the HDC office. If you wish to testify at a Commission meeting please be aware that your testimony may be limited by the Commission in accordance with Commission policies, which are included on the back of this form. Due to the large sizes of most applications, the HDC office may not be able to send faxed copies of the plans. Off-island abutters wishing more detailed information may enlist an on-island representative to view the plans in the HDC office.

If you have any questions, please contact the HDC office at 508.325.7587.

HDC POLICIES FOR AN ABUTTER AND/OR INTERESTED PARTY TESTIMONY

Abutters are encouraged to limit their responses to issues that fall within the statutory mandate of the HDC – mainly the appearance of a proposal from the publicly traveled way and its impact on the existing historic environmental context. Issues such as land uses, noise, and impacts on private property are outside of the HDC's purview and cannot be addressed by the Commission.

In order to maintain a balance between the wishes of abutters and interested parties to express their concerns and the need of the HDC to conduct its business in a timely fashion, the following policies have been established:

Abutters and interested parties wishing to testify before the Commission shall be limited to three minutes of testimony. Only one representative from each abutting property or interested party shall be permitted to testify.

For those cases in which a substantial number of abutters and/or interested parties wish to testify (as determined by the Chair), the Chair shall structure the review of an application as follows:

1. Introduction of the application;
2. Response by applicant;
3. Public comment in favor of proposal;
4. Public comment in opposition of proposal;
5. Closing of public comment-no further comment unless requested by Commission members through the Chair;
6. Commission comments and discussion with applicant;
7. Commission action.

The above meeting policies may be waived at the discretion of the Chair.

MANNING JOSEPH W
P O BOX 2975
NANTUCKET, MA 02584

NANTUCKET TOWN OF
16 BROAD ST
NANTUCKET, MA 02554

NANTUCKET TOWN OF
16 BROAD STREET
NANTUCKET, MA 02554

NANTUCKET TOWN OF
16 BROAD STREET
NANTUCKET, MA 02554

7019 2280 0001 0030 1804

**U.S. Postal Service™
CERTIFIED MAIL® RECEIPT**
Domestic Mail Only

For delivery information, visit our website at www.usps.com®.

OFFICIAL USE

Certified Mail Fee
\$

Extra Services & Fees (check box, add fee as appropriate)
☐ Return Receipt (hardcopy) \$
☐ Return Receipt (electronic) \$
☐ Certified Mail Restricted Delivery \$
☐ Adult Signature Required \$
☐ Adult Signature Restricted Delivery \$

Postage
\$

Total Post
\$

Sent to
NANTUCKET TOWN OF
16 BROAD ST
NANTUCKET, MA 02554

Street and
City, State

PS Form 3800, April 2015 PSN 7530-02-000-9047 See Reverse for Instructions

NANTUCKET POST OFFICE
NOV 16 2023
02584 9008

7019 2260 0001 0030 1798

**U.S. Postal Service™
CERTIFIED MAIL® RECEIPT**
Domestic Mail Only

For delivery information, visit our website at www.usps.com®.

OFFICIAL USE

Certified Mail Fee
\$

Extra Services & Fees (check box, add fee as appropriate)
☐ Return Receipt (hardcopy) \$
☐ Return Receipt (electronic) \$
☐ Certified Mail Restricted Delivery \$
☐ Adult Signature Required \$
☐ Adult Signature Restricted Delivery \$

Postage
\$

Total Post
\$

Sent to
MANNING JOSEPH W
P O BOX 2975
NANTUCKET, MA 02584

Street and
City, State

PS Form 3800, April 2015 PSN 7530-02-000-9047 See Reverse for Instructions

NANTUCKET POST OFFICE
NOV 16 2023
02584 9008

7019 2280 0001 0030 1804

**U.S. Postal Service™
CERTIFIED MAIL® RECEIPT**
Domestic Mail Only

For delivery information, visit our website at www.usps.com®.

OFFICIAL USE

Certified Mail Fee
\$

Extra Services & Fees (check box, add fee as appropriate)
☐ Return Receipt (hardcopy) \$
☐ Return Receipt (electronic) \$
☐ Certified Mail Restricted Delivery \$
☐ Adult Signature Required \$
☐ Adult Signature Restricted Delivery \$

Postage
\$

Total
\$

Sent to
NANTUCKET TOWN OF
16 BROAD STREET
NANTUCKET, MA 02554

Street and
City, State

PS Form 3800, April 2015 PSN 7530-02-000-9047 See Reverse for Instructions

NANTUCKET POST OFFICE
NOV 16 2023
02584 9008

7019 2280 0001 0030 1804

**U.S. Postal Service™
CERTIFIED MAIL® RECEIPT**
Domestic Mail Only

For delivery information, visit our website at www.usps.com®.

OFFICIAL USE

Certified Mail Fee
\$

Extra Services & Fees (check box, add fee as appropriate)
☐ Return Receipt (hardcopy) \$
☐ Return Receipt (electronic) \$
☐ Certified Mail Restricted Delivery \$
☐ Adult Signature Required \$
☐ Adult Signature Restricted Delivery \$

Postage
\$

Total
\$

Sent to
NANTUCKET TOWN OF
16 BROAD STREET
NANTUCKET, MA 02554

Street and
City, State

PS Form 3800, April 2015 PSN 7530-02-000-9047 See Reverse for Instructions

NANTUCKET POST OFFICE
NOV 16 2023
02584 9008



REQUIRED WITH ALL APPLICATIONS:

- X 1. **Completed Application Form:** Description of ALL work must be indicated on application form.
- X 2. **Property Owner's Signature:** Current owner's signature preferred; if the agent is signing the application written authorization from the owner (letter, fax, email) must be provided.
- X 3. **Application Fee:** See back of application for fee schedule or call the office.
- X 4. **Locus Map (4 copies):** Location Map must include north arrow, parcel boundaries, primary and secondary streets. (Town GIS Map Site) <https://www.nantucket-ma.gov/151/GIS-Maps>
- X 5. **Site Plan (4 Copies):** must include the following: lot dimensions, north arrow, all existing structures, proposed work (highlighted) with dimension to lot lines, scale, driveway, grade changes, and *placement of HVAC units, electrical boxes, fuel tanks, etc..*
- X 6. **8-1/2" x 11" Copies of ALL Application Materials:** Must include the following: application form (reduced 64%), locus map, plot plan, all elevations and floor plans, window schedule, photographs, other relevant supporting material. All material MUST BE LEGIBLE (font size no smaller than 12), collated and stapled.
- X 7. **Photographs:** Required of ALL applications for alterations to an existing structure. Photographs must be clear and labeled with application address or contextual address.
- X 8. **Electronic submission:** All documents submitted to the HDC office must be emailed to hdcsubmissions@nantucket-ma.gov.

REQUIRED WHERE APPLICABLE:

- N/A 1. **Supplemental Information for Historic Buildings:** It is the applicant's responsibility to research the historical status of any and ALL buildings. Additional information may be obtained from the Nantucket Historical Association Library. If not historic, denote on application.
- X 2. **Exterior Elevations and Floor Plans (4 copies):** Must be Y.-inch scale and include all affected sides of the building, cardinal points (N, S, E, W), dimensions, heights, floor and ceiling heights, elevations of finished grade, window details and placement of HVAC units, electrical boxes, fuel tanks, etc. *All changes from approved or existing design must be clouded on drawing.* All material MUST BE LEGIBLE, collated and stapled. Reduced sets should maintain a font size of 12.
- N/A 3. **As-Built Plans (1copy):** of existing elevations
- X 4. **Hardscaping Plans (4 copies):** To legible scale. This includes fences, decks, porches, arbors, retaining walls, tennis courts, swimming pool, driveways, gazebos etc. All material MUST BE LEGIBLE, collated and stapled.
- X 5. **Topographic Map:** Must show existing and proposed grade for any change of more than one foot in height on grade. Retaining walls must be applied for separately (see hardscaping plan).
- X 6. **Door and Window Schedule (4 copies):** Must include window type (true divided, simulated divided), number of lights, dimensions, materials, manufacturers type name and type number.
- GA 7. **I UNDERSTAND THAT A TRUE DIVIDED LIGHT WINDOW/DOOR IS DEFINED AS MULTIPLE INDIVIDUAL SINGLE PANES OF GLASS (i.e., NOT DOUBLE-PANED OR INSULATED) ASSEMBLED IN THE SASH/DOOR USING MUNTINS.**
(initial to indicate read and understand)
- X 8. **Abutter Notification Materials** – Abutters list from Assessors Office, certified mail stubs, and a copy of letter are required for all applications for changes of 1000 square feet or more except in the Nantucket Historic Core and 'Sconset Historic Core where the requirement for new construction is 100 square feet.
- N/A 9. **Approvals from Planning Board, Zoning Board of Appeals, Conservation Commission etc.**



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

November 16, 2023

Mr. Ray Pohl
Chairman, Historic District Commission
Town of Nantucket
2 Fairgrounds Road
Nantucket MA 02554

Dear Mr. Pohl:

I am writing on behalf of Nantucket's Habitat for Humanity, petitioning for a waiver of the HDC application fees for our next Habitat project – 4 single family homes and one duplex – located at 5A & B Waitt Drive; 7A & 7B Waitt Drive (duplex); and 9A & 9B Waitt Drive.

In the recent past, the HDC application fees have been waived, and we are hopeful that we can secure the same waivers for these Habitat homes.

Habitat strives to build simple, decent homes that are cost efficient and energy efficient for the numerous families on Nantucket that need affordable housing.

These new homes will be added to the Town's Subsidized Housing Inventory (SHI) list, and will help the Town to maintain its current "Safe Harbor" designation.

Habitat homes carry deed restrictions which mandate that the homes be forever affordable, and that subsequent owners must meet certain maximum income requirements – in the same way that the original owners qualified.

A waiver of the HDC application fees will be a significant contribution to Habitat's ongoing efforts to keep its building costs as low as possible.

Please contact me if I can provide any additional information. Many thanks for considering this request.

Sincerely,

A handwritten signature in blue ink that reads "R. J. Hussey".

Richard Hussey
Habitat Nantucket Board member

CERTIFICATE NO: _____

DATE ISSUED: _____

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

CERTIFICATE OF APPROPRIATENESS

for structural work.

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

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

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

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

PROPERTY DESCRIPTION

TAX MAP N°: 67 PARCEL N°: 922
Street & Number of Proposed Work: 9 Waite Drive
Owner of record: Town of Nantucket
Mailing Address: 16 Broad Street
Nantucket MA 02554
Contact Phone #: 228-2820 E-mail: Hello@ag-araink

AGENT INFORMATION (if applicable)

Name: Gryphon Architects
Mailing Address: PO Box 325
Nantucket MA 02554
Contact Phone #: 228-2820 E-mail: Hello@ag-araink

FOR OFFICE USE ONLY

Date application received: _____ Fee Paid: \$ _____
Must be acted on by: _____
Extended to: _____
Approved: _____ Disapproved: _____
Chairman: _____
Member: _____
Member: _____
Member: _____
Member: _____
Notes - Comments - Restrictions - Conditions

DESCRIPTION OF WORK TO BE PERFORMED

See reverse for required documentation.

☒ New Dwelling ☐ Addition ☐ Garage ☐ Driveway/Apron ☐ Commercial ☐ Historical Renovation ☐ Deck/Patio ☐ Steps ☐ Shed
☐ Color Change ☐ Fence ☐ Gate ☐ Hardscaping ☐ Move Building ☐ Demolition ☐ Revisions to previous Cert. No. _____
☐ Pool (Zoning District _____) ☐ Roof ☐ Other _____

Size of Structure or Addition: Length: 26' Sq. Footage 1st floor: 676 SF Decks/Patio: Size: _____ ☐ 1st floor ☐ 2nd floor
Width: 26' Sq. footage 2nd floor: 676 SF Size: _____ ☐ 1st floor ☐ 2nd floor
Sq. footage 3rd floor: _____

Difference between existing grade and proposed finish grade: North 0'-0" South _____ East _____ West _____
Height of ridge above final finish grade: North 27'-2" South _____ East _____ West _____

Additional Remarks

REVISIONS: 1. East Elevation

Historic Name:

(describe)

2. South Elevation

New Secondary dwelling

Original Date:

3. West Elevation

Original Builder:

4. North Elevation

Is there an HDC survey form for this building attached? ☐ Yes ☒ N/A *Cloud on drawings and submit photographs of existing elevations.

DETAIL OF WORK TO BE PERFORMED

Foundation: Height Exposed 10" ☐ Block ☐ Block Parged ☐ Brick (type) _____ ☒ Poured Concrete ☐ Piers

Masonry Chimney: ☐ Block Parged ☐ Brick (type) _____ ☐ Other _____

Roof Pitch: Main Mass 9/12 Secondary Mass x/12 Dormer 5/12 Other _____

Roofing material: ☒ Asphalt ☒ 3-Tab ☐ Architectural
☐ Wood (Type: Red Cedar, White Cedar, Shakes, etc.) _____

Fence: Height: _____
Type: _____
Length: _____

Skylights (flat only): Manufacturer _____ Rough Opening _____ Size _____ Location _____
Manufacturer _____ Rough Opening _____ Size _____ Location _____

Gutters: ☐ Wood ☒ Aluminum ☐ Copper ☒ Leaders (material) Aluminum

Leaders (material and size):

Sidewall: ☒ White cedar shingles NTW ☐ Clapboard (exposure: _____ inches) Front ☐ Side

☐ _____
☐ Other _____

Trim: A. Wood ☐ Pine ☐ Redwood ☐ Cedar ☒ Other Boral Composite

B. Treatment ☒ Paint ☐ Natural to weather ☐ Other _____

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

Windows*: ☒ Double Hung ☐ Casement ☐ All Wood ☐ Other _____

☐ True Divided Lights(muntins), single pane ☒ SSDL's (Simulated Divided Lights) Manufacturer Anderson

Doors* (type and material): ☐ TDL ☒ SSDL Front Marogany Rear _____ Side _____

Garage Door(s): Type _____ Material _____

Hardscape materials: Driveways _____ Walkways _____ Walls _____

* Note: Complete door and window schedules are required.

COLORS

Sidewall NTW Clapboard (if applicable) _____ Roof Charcoal Black
Trim White Sash White Doors Hussey Green, white
Deck NTW Foundation NTW Fence _____ Shutters _____

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

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

Date 11.17.2023 Signature of owner of record [Signature] Signed by GA under consent of owner Signed under penalties of perjury



Waite Drive

9 Waite Drive

7 Waite Drive

5 Waite Drive

Habitat for
Humanity
Nantucket
5.7.9 Waite Drive
Nantucket MA 02554

67 / 921

P1

No.	Description	Date
10	HDC Submission	2023.11.20

This drawing represents a design intent and concept only. This document and all associated documents are prepared for a specific site and event, and incorporate calculations and measurements available from the client at the time of drafting. The design is not to be used for construction or other purposes without the written permission of the designer. The contents of this document are not to be reproduced or copied in whole or part without the written permission of Gryphon Architects Inc. Use of this design is granted to the client for the specified and named event only. Copyright © 11/14/2023 6:09:06 PM

po box 325 nantucket ma 02554
508 228 2820 gryphonarchitects.com





Waitt Drive

5 Waitt Drive

3 Waitt Drive

20 Ticcoma Way

18 Ticcoma Way



This drawing represents a design intent and concept only. This document and all associated documents are prepared for a specific site and event, and incorporate calculations and measurements available from the client at the time of drafting. This document is not to be used for construction or dissemination except as required for the specific event named without the written permission of the designer. The contents of this document are not to be reproduced or copied in whole or part without the written permission of Gryphon Architects Inc. Use of this design is granted to the client for the specified and named event only. Copyright © 11/14/2023 6:09:36 PM

po box 325 nantucket ma 02554
508 228 2820 gryphonarchitects.com

No.	Description	Date
10	HDC Submission	2023.11.20

Habitat for
Humanity
Nantucket
5.7.9 Waitt Drive
Nantucket MA 671921

P2



Waitt Drive



This drawing represents a design intent and concept only. This document and all associated documents are prepared for a specific site and event, and incorporate calculations and measurements available from the client at the time of drafting. It is not to be used for construction or other purposes without the written permission of the designer. The contents of this document are not to be reproduced or copied in whole or part without the written permission of Gryphon Architects Inc. Use of this design is granted to the client for the specified and named event only. Copyright © 11/14/2023 6:09:06 PM

po box 325 nantucket ma 02554
508 228 2820 gryphonarchitects.com

No.	Description	Date
10	HDC Submission	2023.11.20

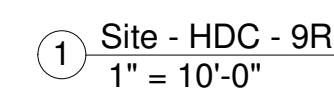
Habitat for Humanity
Nantucket
5,7,9 Waitt Drive
Nantucket MA

67 / 921

P3



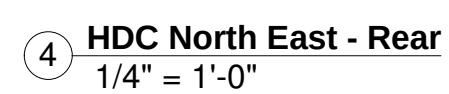
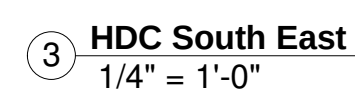
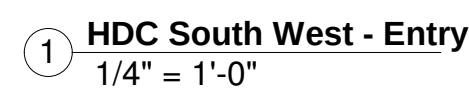
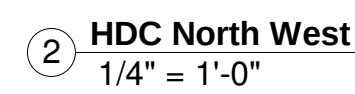
Structure	
	Site Plan

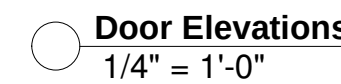
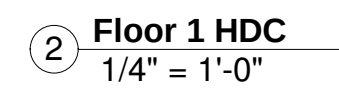
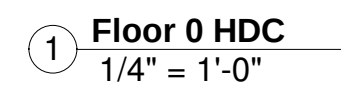
[illegible]

HDC-9R

HDC Submission

This drawing represents a design intent and concept only. This document and all associated documents are prepared for a specific site and event, and incorporate calculations and measurements available from the client at the time of drafting. The recipient agrees to protect the contents from distribution and dissemination except as required for the specific event named, without the written permission of the designer. The contents of this document are not to be reproduced or copied in whole or part without the written permission of Gynpton Architects Inc. Use of this design is granted to the client for the specified and named event only. Copyright © 1111-42023 5:59:54 PM

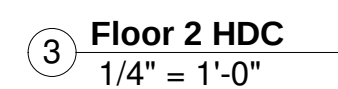




Specifications - Windows

Muntins: SDL
Screens: Full sash
Storms: None
Interior Finish: White
Hardware: Sash locks - White

Specifications - Doors
Muntins: SDL
Storms: Andersen metal storms with glazed panel at Simpson Doors
Interior Finish: Andersen - White
Hardware: By Owner



HDC Submission

This drawing represents a design intent and concept only. This document and all associated documents are prepared for a specific site and event, and incorporate calculations and measurements available from the client at the time of drafting. The recipient agrees to protect the contents from distribution and dissemination except as required for the specific event named, without the written permission of the designer. The contents of this document are not to be reproduced or copied in whole or part without the written permission of Gynpton Architects Inc. Use of this design is granted to the client for the specified and named event only. Copyright © 11/15/2023 3:39:15 PM

TOWN OF NANTUCKET
HISTORIC DISTRICT COMMISSION

LIST OF PARTIES IN INTEREST IN THE MATTER OF THE PETITION OF:

PROPERTY OWNER.....Town of Nantucket
MAILING ADDRESS.....16 Broad Street, Nantucket, MA 02554
PROPERTY LOCATION.....9 Waitt Drive
ASSESSORS MAP/PARCEL.....67 / 922
SUBMITTED BY:.....Gryphon Architects Inc.

SEE ATTACHED PAGES

I certify that the foregoing is a list of persons who are owners of land directly adjacent to the subject property or directly opposite the subject property on any public or private street or way, all as they appear on the most recent applicable tax list.

November 13, 2023

DATE

ASSESSOR'S OFFICE
TOWN OF NANTUCKET



HISTORIC DISTRICT COMMISSION

2 Fairgrounds Road

Nantucket, Massachusetts 02554

Telephone: 508.325.7587

Fax: 508.228.7298

NOTICE OF HDC APPLICATION

ABUTTERS AND INTERESTED PARTIES

Please be informed that the Nantucket Historic District Commission will be considering the following proposal:

Address of Proposed Work: 9 Waitt Drive

Tax Map Number: 67 Parcel Number: 922

Owner of Record: Town of Nantucket

Description of Proposal: Construct primary and secondary dwellings

Anticipated HDC Submission Date: 2023.11.20

You have been identified either as an abutter or interested party to the above property and are being notified in accordance with the Town Bylaw. Please note that the above submission date is an estimate only; the actual meeting date will be determined once the HDC staff has established that a complete application has been submitted. Please contact the HDC office to verify the date. Please note that notification is only required at the time of initial submission of an application, not for each time an application goes before the Commission. Abutters are responsible for monitoring the status of applications.

If you wish to comment on the above proposal, you are encouraged to submit your comments in writing to the HDC office. If you wish to testify at a Commission meeting please be aware that your testimony may be limited by the Commission in accordance with Commission policies, which are included on the back of this form. Due to the large sizes of most applications, the HDC office may not be able to send faxed copies of the plans. Off-island abutters wishing more detailed information may enlist an on-island representative to view the plans in the HDC office.

If you have any questions, please contact the HDC office at 508.325.7587.

HDC POLICIES FOR AN ABUTTER AND/OR INTERESTED PARTY TESTIMONY

Abutters are encouraged to limit their responses to issues that fall within the statutory mandate of the HDC – mainly the appearance of a proposal from the publicly traveled way and its impact on the existing historic environmental context. Issues such as land uses, noise, and impacts on private property are outside of the HDC's purview and cannot be addressed by the Commission.

In order to maintain a balance between the wishes of abutters and interested parties to express their concerns and the need of the HDC to conduct its business in a timely fashion, the following policies have been established:

Abutters and interested parties wishing to testify before the Commission shall be limited to three minutes of testimony. Only one representative from each abutting property or interested party shall be permitted to testify.

For those cases in which a substantial number of abutters and/or interested parties wish to testify (as determined by the Chair), the Chair shall structure the review of an application as follows:

1. Introduction of the application;
2. Response by applicant;
3. Public comment in favor of proposal;
4. Public comment in opposition of proposal;
5. Closing of public comment-no further comment unless requested by Commission members through the Chair;
6. Commission comments and discussion with applicant;
7. Commission action.

The above meeting policies may be waived at the discretion of the Chair.

MANNING JOSEPH W
P O BOX 2975
NANTUCKET, MA 02584

NANTUCKET TOWN OF
16 BROAD ST
NANTUCKET, MA 02554

NANTUCKET TOWN OF
16 BROAD STREET
NANTUCKET, MA 02554

NANTUCKET TOWN OF
16 BROAD STREET
NANTUCKET, MA 02554

7019 2280 0001 0030 1804

**U.S. Postal Service™
CERTIFIED MAIL® RECEIPT**
Domestic Mail Only

For delivery information, visit our website at www.usps.com®.

OFFICIAL USE

Certified Mail Fee
\$

Extra Services & Fees (check box, add fee as appropriate)
☐ Return Receipt (hardcopy) \$
☐ Return Receipt (electronic) \$
☐ Certified Mail Restricted Delivery \$
☐ Adult Signature Required \$
☐ Adult Signature Restricted Delivery \$

Postage
\$

Total Post
\$

Sent to
NANTUCKET TOWN OF
16 BROAD ST
NANTUCKET, MA 02554

Street and
City/State

PS Form 3800, April 2015 PSN 7530-02-000-9047 See Reverse for Instructions

NANTUCKET POST OFFICE
NOV 16 2023
02584 9008

7019 2260 0001 0030 1798

**U.S. Postal Service™
CERTIFIED MAIL® RECEIPT**
Domestic Mail Only

For delivery information, visit our website at www.usps.com®.

OFFICIAL USE

Certified Mail Fee
\$

Extra Services & Fees (check box, add fee as appropriate)
☐ Return Receipt (hardcopy) \$
☐ Return Receipt (electronic) \$
☐ Certified Mail Restricted Delivery \$
☐ Adult Signature Required \$
☐ Adult Signature Restricted Delivery \$

Postage
\$

Total Post
\$

Sent to
MANNING JOSEPH W
P O BOX 2975
NANTUCKET, MA 02584

Street and
City/State

PS Form 3800, April 2015 PSN 7530-02-000-9047 See Reverse for Instructions

NANTUCKET POST OFFICE
NOV 16 2023
02584 9008

7019 2280 0001 0030 1804

**U.S. Postal Service™
CERTIFIED MAIL® RECEIPT**
Domestic Mail Only

For delivery information, visit our website at www.usps.com®.

OFFICIAL USE

Certified Mail Fee
\$

Extra Services & Fees (check box, add fee as appropriate)
☐ Return Receipt (hardcopy) \$
☐ Return Receipt (electronic) \$
☐ Certified Mail Restricted Delivery \$
☐ Adult Signature Required \$
☐ Adult Signature Restricted Delivery \$

Postage
\$

Total
\$

Sent to
NANTUCKET TOWN OF
16 BROAD STREET
NANTUCKET, MA 02554

Street and
City/State

PS Form 3800, April 2015 PSN 7530-02-000-9047 See Reverse for Instructions

NANTUCKET POST OFFICE
NOV 16 2023
02584 9008

7019 2280 0001 0030 1804

**U.S. Postal Service™
CERTIFIED MAIL® RECEIPT**
Domestic Mail Only

For delivery information, visit our website at www.usps.com®.

OFFICIAL USE

Certified Mail Fee
\$

Extra Services & Fees (check box, add fee as appropriate)
☐ Return Receipt (hardcopy) \$
☐ Return Receipt (electronic) \$
☐ Certified Mail Restricted Delivery \$
☐ Adult Signature Required \$
☐ Adult Signature Restricted Delivery \$

Postage
\$

Total
\$

Sent to
NANTUCKET TOWN OF
16 BROAD STREET
NANTUCKET, MA 02554

Street and
City/State

PS Form 3800, April 2015 PSN 7530-02-000-9047 See Reverse for Instructions

NANTUCKET POST OFFICE
NOV 16 2023
02584 9008

Exhibit XX – Summary Financial Model for Waitt Drive Project

Expense Category	\$
General Requirements – Architectural design -permitting, - surveying	107,400
Site Prep, Excavation and Infrastructure – site clearing – foundation excavation- water / sewer / electric infrastructure	318,000
Concrete and Masonry – foundations – basement floors – deck footings	245,500
Construction – Water-tight Shell - Framing – roofing – shingling – decks – windows – doors – gutters -	1,420,730
Utilities - Plumbing – HVAC – Electrical	657,040
Interior Finish – Insulation – sheetrock – interior trim - floors – stairs	566,200
Appliances, Hardware, Finishes – kitchen cabinets – bathroom vanities – hardware – appliances	189,000
Landscaping, Parking – hardscape – landscaping – parking area paving	139,000
Contingency	100,000
Job Supervision	257,130
Grand Total	4,000,000

--	--



Agenda Item Summary

Agenda Item #	IX. 3c.
Date	2/7/2024

Staff

Kristie Ferrantella, Municipal Housing Director

Subject

Richmond Great Point Development, LLC Request for Funding to Accelerate the Completion of Seven (7) Homes for Ownership in Sandpiper Place

Executive Summary

Following the successful Wildflower and Violet Place accelerations, the Affordable Housing Trust is unanimously recommending moving forward with an additional acceleration at Sandpiper Place for seven (7) home ownership units at 80% AMI. These are also planned to contribute towards the Subsidized Housing Inventory (SHI) list and the Certification of our Housing Production Plan (HPP) for Safe Harbor.

Staff Recommendation

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

Background/Discussion

Richmond is requesting a \$3,100,000 short-term loan to accelerate the construction of seven homes for homeownership. The memorandum from Richmond outlines the framework of the loan. In addition to providing safe, affordable housing for homeownership, these units are also SHI-eligible. They can potentially count toward certification of our HPP and our next period of Safe Harbor.

Impact: Environmental ☐ Fiscal ☐ Community ☒ Other ☐

Board/Commission Recommendation

Recommended by the Affordable Housing Trust (unanimous vote on 1/30/2024)

Public Outreach

N/A

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

N/A

Attachments

- 1) Richmond Memorandum
- 2) Repayment and LTV Projections



MEMORANDUM

TO: Mr. Brian Sullivan, Chair

Cc: Philip Pastan, Kathryn Fossa, Tucker Holland, Brian Turbitt

FROM: Andrew D. Burek

**RE: Sandpiper Place AMI Restricted Housing Construction Loan Financing Request
in the proposed amount of \$3,100,000.00
21 Beach Grass Road, 4, 8, and 9 Bluet Court, 24A Evergreen Way, 3 Lilac
Court and 7 Sandplain Drive, Nantucket Town and County, Massachusetts.**

DATE: August 18, 2023

Dear Chair Sullivan:

This memorandum will serve as background for, and an outline of, this office's request, made on behalf of Richmond Great Point Development, LLC ("Richmond"), to the Nantucket Affordable Housing Trust for a construction loan financing facility which will be utilized to complete the construction of the final seven (7) AMI restricted homes retained by Richmond in its Sandpiper Place Workforce and Affordable Homeownership Development Projects. As discussed, the loan as herein contemplated will permit Richmond to expedite its construction of AMI-Restricted homes on pace to complete the construction of all remaining builds by the close of calendar year 2024. Richmond has been unable to identify funds from traditional financing sources and will be unable to complete the home construction at this desired pace unless with more favorable financing terms such as are proposed in this Memorandum, almost exclusively due to the substantial disproportionality of the costs of construction as compared to the permitted sales prices of these homes. Without new financing, Richmond will likely be in position to construct only three to four of the remaining seven (7) homes within the same timeframe.

It is critical to expedite construction of these homes, at least in part, in response to the results of the recently conducted Affirmative Fair Housing Marketing outreach and lottery conducted for these homes. There are fifty-three (53) households qualified to purchase the six (6) homes (a factor of more than 8:1) that will be made available at 80% of AMI and there are eighteen (18) households qualified to purchase the one (1) and only remaining home to be made available at 175% of AMI. As is clear even from these limited statistics, and as you and the Board Members are all too well aware, there is simply not enough supply to meet the demand for affordable housing on Nantucket. It is also important to note that sixty-six (66) of the seventy-one (71)

qualified households list Nantucket addresses (almost 93% of the qualified households) as their primary residences. Assuming each of the homes offered in this stage of the lottery are purchased by Nantucket residents there will remain fifty-nine (59) Island households that, although making a life on Nantucket and qualified for the program, will not be offered an opportunity for homeownership at this time.

Proposed Loan Terms:

The basic and essential terms of Richmond's financing request are as follows:

- Total Project Cost of not more than \$4,200,000;
- Construction Loan Financing in the of \$3,100,000;
- Loan Proceeds to be funded at sooner of Closing or upon Borrower's evidence of investment of minimum equity to cover gap between loan funds and Total Project Cost (or \$1,100,000);
- Term: eighteen (18) months;
- Rate: Town's alternative investment yield fixed on the date of the loan understood to be approximately 6.25%;
- Repayment: Monthly payments of interest-only with partial principal repayments consisting of all net proceeds received by borrower upon the sale of all or any portion of the collateral. Outstanding principal balance of loan to be repaid in full upon sale and release of final lot of collateral;
- Prepayment Premium: Yield-Maintenance;
- Collateral: 1st mortgage loan on seven (7) residential Lots¹ and all improvements now or hereafter constructed.

Although you are generally familiar with Richmond's projects on Nantucket, I will take this opportunity to provide you with facts which may be relevant to your consideration of this request.

The Sandpiper Place Developments:

The Sandpiper Place Developments are located off of Old South Road east of Town and west of the Nantucket Memorial Airport on land now or formerly owned by Walter J. Glowacki. The Project divided approximately 16.5 acres of land area into two (2) residential housing subdivisions totaling ninety-four (94) buildable lots. The permits issued (issued in calendar year 2017) required that the Projects be constructed and / or sold with a component of workforce and affordable inventory of not less than twenty-seven (27) total restricted lots and thirty (30) total restricted units (each of the foregoing figures being inclusive of the three (3) lots fronting on Honeysuckle Drive conveyed to Housing Nantucket by Richmond on or about June, 2022 for non-monetary consideration). Cumulatively, nine (9) of the twenty-seven (27) restricted lots have dwellings constructed upon them. Of the remaining eighteen (18) Restricted Lots:

¹ See enclosed Exhibit and please also refer to Certificate of Title No. 24,872 filed with the Nantucket County Registry of Deeds. The financed properties consist of Lots 920, 921, 923, 924, 926, and 935 on Land Court Plan 16514-117; and Lot 1071 on Land Court Plan 16514-147.

- Richmond is responsible for construction on seven (7) total Lots;
- Nantucket Property Owner LLC is responsible for construction on eight (8) total Lots; and
- The three (3) Housing Nantucket Lots are presently under construction under a design-build arrangement between Housing Nantucket and The Richmond Company, Inc.

An exhibit identifying the two (2) distinct subdivisions, the location of the proposed collateral, and other current data points (focused principally upon ownership statistics and construction progress) is enclosed with this Memorandum for your reference.

Sandpiper Place I (South):

To date, Richmond has constructed and sold eight (8) homes to income-restricted households in the Sandpiper Place I (South) Development Project. Three (3) of those homes (all detached single-family dwellings) were sold to households certified as earning not more than 80% of AMI and five (5) of those homes were sold to households certified as earning not more than 175% of AMI (2 of these homes are duplex condominium units and 3 are detached single-family home units). Six (6) out of the seven (7) homes which are the subject of this financing request are located in Sandpiper Place I (South).

Of the forty-two (42) buildable lots permitted in the subdivision:

- Thirty-five (35) have been sold to third parties (comprised of 21-Market Rate Lots which are either occupied or nearing completion of construction; 6-Market Rate Lots which are vacant; and eight (8) AMI-Restricted Lots); and
- Seven (7) Lots remain owned by Richmond (1-Market Rate Lot; and 6-AMI Restricted Lots).

As a condition to the grant of the Special Permits of the Sandpiper Place Development Projects, the Nantucket Planning Board required that each subdivision comply with a construction ratio of two (2) Market-Rate Occupancy Certificates obtained for each one (1) AMI-Restricted Occupancy Certificate obtained in excess of the first thirteen (13) market-rate Occupancy Certificates granted. The current state of construction progress (as summarized in the tables in the attached exhibit) demonstrates that Richmond is in compliance with this condition. Twenty-one (21) Market-Rate Lots have been granted Occupancy Certificates while the condition permits for up to twenty-nine (29) Occupancy Certificates, derived by multiplying the eight (8) AMI-Restricted Lots for which Occupancy Certificates have issued by a factor of two and adding the initial thirteen (13) certificate allowance. Consequently, even if all six (6) owners of vacant lots that are not Richmond construct dwellings and are issued Occupancy Certificates, then Richmond as the project sponsor will still remain in compliance with the condition by an additional two (2) Occupancy Certificates.

Sandpiper Place II (North):

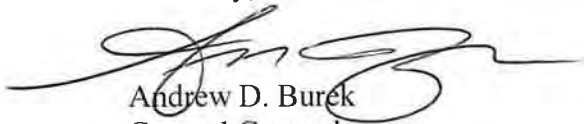
The Sandpiper Place II (North) Development Project was initially developed for a total of fifty-two (52) residential dwelling Lots. Subsequent permitting by Nantucket Property Owner LLC has resulted in the conversion and relocation of one (1) AMI-Restricted Lot into a Community Pool Amenity and transfer of the AMI-Restricted Lot into Sandpiper Place I (South). Presently, thirteen (13) of the Lots are AMI-Restricted Lots and thirty-eight (38) are Market-Rate Lots. To date:

- Richmond has sold ten (10) Market-Rate Lots to third parties (comprised of eight (8) Market-Rate Lots which are either occupied or nearing completion of construction; and two (2) market-rate vacant lots);
- Richmond sold an increment of thirty-five (35) Lots (one of which was converted to the Community Pool Amenity) in one transaction to Nantucket Property Owner LLC consisting of twenty-five (25) Market-Rate Lots and ten (10) AMI-Restricted Lots (1 of the AMI-Restricted Lots was transferred to Sandpiper Place I (South) by NPO); and
- Richmond conveyed three (3) AMI-Restricted Lots to Housing Nantucket; and
- Richmond has retained ownership of four (4) total Lots (3-Market Rate Lots; 1-AMI Restricted Lot).

As indicated in the table in the attached exhibit, the Sandpiper Place II (North) Development is likewise in compliance with the Planning Board's building ratio condition. A fifteen (15) Occupancy Certificate allowance exists against nine (9) outstanding Market-Rate Occupancy Certificates. Unlike the Sandpiper Place I (South) Project, however, NPO is the primarily responsible party for ensuring compliance with this condition due to its ownership of the majority of Lots in the subdivision of each class. Richmond retains only one (1) remaining AMI-Restricted Lot and intends to commence construction upon that Lot as soon as practical.

As always, thank you for your time in understanding our efforts to provide quality affordable and workforce housing to the community and in consideration of this request. We hope that with your assistance Richmond deliver the remainder of its units by the end of calendar year 2024. I can be reached for further discussion and questions by electronic mail delivered to aburek@richmondco.com, or by telephone at (617) 467-0192.

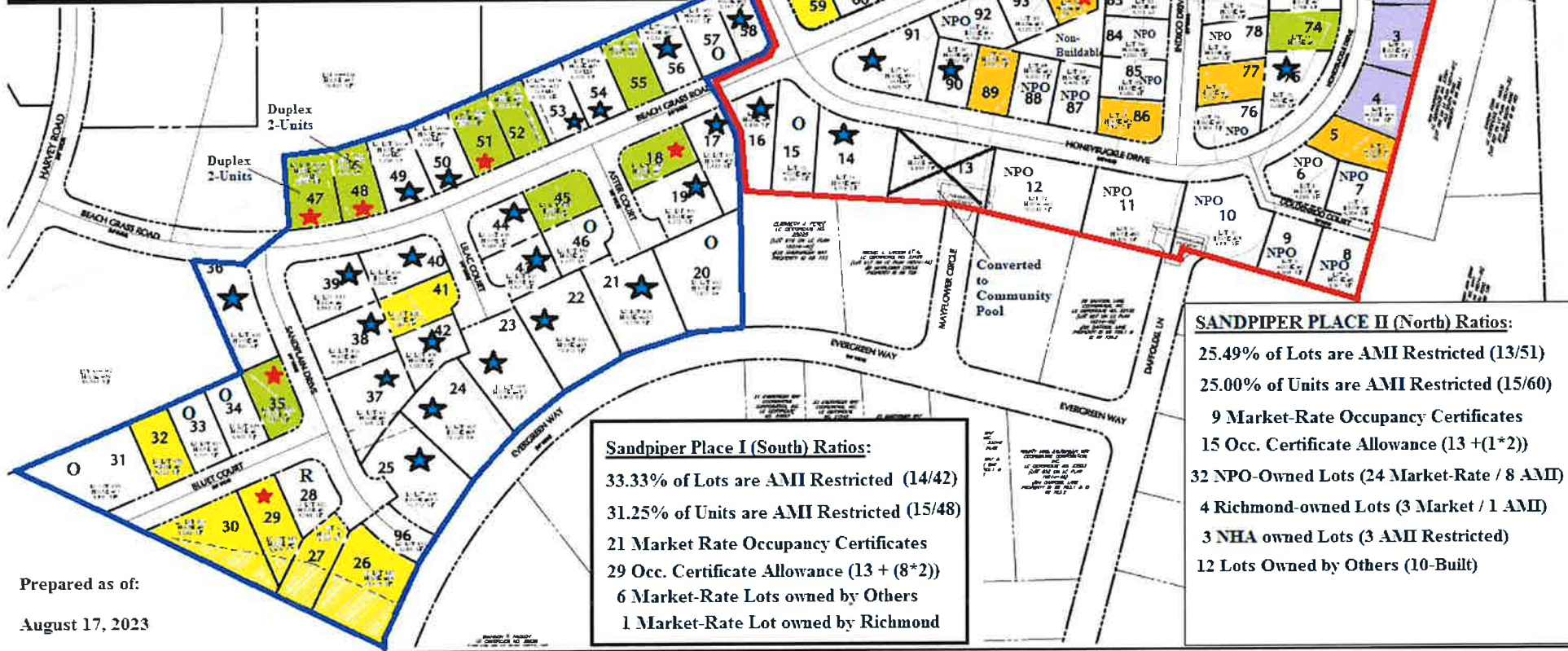
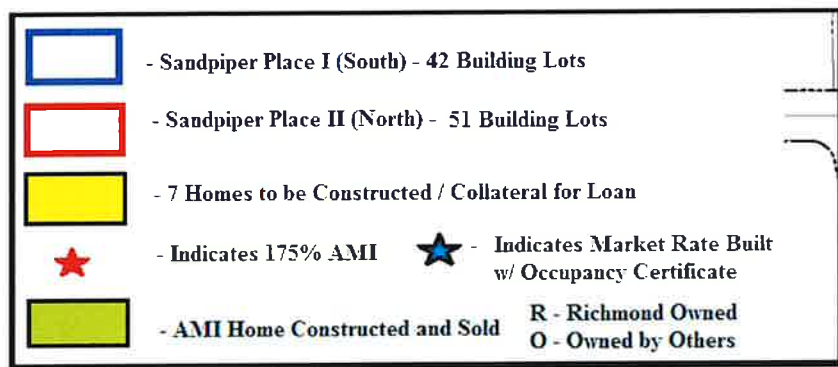
Sincerely,



Andrew D. Burek
General Counsel

Enc.

END OF TEXT.



Prepared as of:
 August 17, 2023

RICHMOND GREAT POINT DEVELOPMENT - FINANCING OF FINAL SEVEN AMI RESTRICTED HOMES - LOAN REPAYMENT AND LOAN TO VALUE PROJECTIONS

	Feb-24	Mar-24	Apr-24	May-24	Jun-24	Jul-24	Aug-24	Sep-24	Oct-24	Nov-24	Dec-24	Jan-25	Balloon Jul-25
Total Loan Amount (Starting Principal Balance)	3,100,000	3,100,000	2,827,350	2,063,750	1,791,100	1,791,100	1,518,450	1,245,800	1,245,800	973,150	973,150	700,500	700,500
Monthly Interest (Paid Current) (Assumes 6.25% Fixed Interest Rate)	16,150	16,150	14,730	10,750	9,330	9,330	7,910	6,490	6,490	5,070	5,070	3,650	
Repayment (Net Proceeds of All Sales)	0	(272,650)	(763,600)	(272,650)	0	(272,650)	(272,650)	0	(272,650)	0	(272,650)	0	(700,500)
Ending Balance (Principal and Interest)	3,100,000	2,827,350	2,063,750	1,791,100	1,791,100	1,518,450	1,245,800	1,245,800	973,150	973,150	700,500	700,500	0
Value of Collateral (Sales Proceeds and Secured Collateral)	3,250,000	3,250,000	2,968,100	2,195,000	1,913,100	1,913,100	1,631,200	1,349,300	1,349,300	1,067,400	1,067,400	785,500	700,500
Loan to Value Ratio (LTV)	95.4%	87.0%	69.5%	81.6%	93.6%	79.4%	76.4%	92.3%	72.1%	91.2%	65.6%	89.2%	0.0%

Projected Sales Dates and Gross Sales Prices	Sales Prices
21 Beach Grass Road	281,900
4 Bluet Court	773,100
3 Lilac Court	281,900
9 Bluet Court	281,900
8 Bluet Court	281,900
7 Sandplain Drive	281,900
24A Evergreen Way	281,900
Subtotal	2,464,500
Costs of Sale (SEB Fees and Customary Closing Costs)	(65,000)
Net Proceeds (100% for Repayment of Loan)	2,399,500

Fwd: 1/9/2024 Affordable Housing Trust Item VII - Richmond Acceleration SFH Construction

Tucker Holland <tholland@nantucket-ma.gov>

Mon 1/8/2024 2:06 PM

To: Kristie Ferrantella <kferrantella@nantucket-ma.gov>

 2 attachments (18 KB)

Richmond AMI Homes Loan - Repayment and Secured LTV Projections 010824.xlsx; image001.jpg;

I think Andrew had your e-mail incorrect.

Tucker Holland

Housing Director

Town of Nantucket

3 East Chestnut Street

Nantucket, MA 02554

p: (508) 325-7587 ext. 7023

e: tholland@nantucket-ma.gov

c: 802-233-3177

Sent from my iPad

Begin forwarded message:

From: Andrew Burek <aburek@richmondco.com>

Date: January 8, 2024 at 12:54:20 PM CST

To: Tucker Holland <tholland@nantucket-ma.gov>, kferrentella@nantucket-ma.gov

Cc: Brian Turbitt <bturbitt@nantucket-ma.gov>, sully@fishernantucket.com, Phil Pastan <ppastan@richmondco.com>, Kathryn Fossa <kfossa@richmondco.com>, David Armanetti <darmanetti@richmondco.com>

Subject: 1/9/2024 Affordable Housing Trust Item VII - Richmond Acceleration SFH Construction

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

Dear Tucker and Kristy,

Thank you for your time together on the phone this morning. Understanding that security (collateral) for the deficiency balance of the proposed loan may become a concern throughout the discussions, we've taken the opportunity to put together a simple forecast of the anticipated repayment schedule along with a loan-to-value and collateral ratio schedule. Please see attached.

Note that although not explicitly expressed in the attachment, the total collateral value consists of (i) the cumulative gross sales proceeds for the seven (7) lots which are the subject of the loan (a 1st

position mortgage on the total \$2,464,500); and (ii) the value of the as-is where-is (but with land use approvals) land located at **6 Honeysuckle Drive** (a market-rate lot in Sandpiper Place II), being approximately \$785K, for which we can offer a 2nd mortgage position. In all, the estimated collateral value begins at \$3.25MM, or approx. 5% in excess of the total loan funds, as appears in the schedule.

Also, although not explicitly represented in the schedule, the loan interest payments would continue on a monthly basis until repayment of the balloon on or before July 2025.

We look forward to continuing the conversation at tomorrow's meeting.

Sincerely,

Andrew

Andrew D. Burek
General Counsel
23 Concord Street
Wilmington, MA 01887
Direct Dial: 978-229-5049
Fax: 978-988-3950
aburek@richmondco.com

NOTICE OF CONFIDENTIALITY: The information contained in this email transmission is confidential information which may contain information that is legally privileged and exempt from disclosure under applicable law. The information is intended solely for the use of each of the individuals or entities named above. If you are not an intended recipient, you are hereby notified that any disclosure, copying, distribution or taking of any action in reliance on the contents of this email transmission is strictly prohibited. If you have received this email transmission in error, please notify us immediately by telephone to arrange for the return of the original transmission to us.



Agenda Item Summary

Agenda Item #	IX. 3d.
Date	2/7/2024

Staff

Kristie Ferrantella, Municipal Housing Director

Subject

Request for approval of Local Action Unit application in conjunction with the planned development on Waitt Drive (6 units of income-restricted home ownership) in order that these units count on our Subsidized Housing Inventory ("SHI") list and toward certification of our Housing Production Plan ("HPP"); vote to authorize the Chair to execute on behalf of the Board any other documents related to this project which are administrative and excluding any restrictions, easements or other real property interests in the project to be held by the Town.

Executive Summary

The Select Board recently approved the transfer of lots 88, 89, and 90 Waitt Drive to Habitat for Humanity Nantucket for the purpose of developing six (6) affordable homes for homeownership restricted at 80% AMI or less and all eligible for inclusion on the Town's Subsidized Housing Inventory.

In addition to providing safe, suitable, stable, affordable housing for homeownership, these units are also SHI-eligible. They can potentially count toward certification of our HPP and our next period of Safe Harbor under the recent progress provision with respect to Chapter 40B. The Local Action Unit program is the method by which the Executive Office of Housing and Livable Communities ("EOHLC") would recognize the units as SHI-eligible and add them toward our 10% count.

Habitat will be supporting seeking a Special Municipal Employee Local Preference on two (2) of the units.

I am also requesting the Select Board authorize the Chair to sign, on behalf of the Board, any other documents needed by EOHLC that is related to this project.

Staff Recommendation

Approve the submission of the LAU application; vote to authorize the Chair to execute on behalf of the Board any other documents related to this project which are administrative and excluding any restrictions, easements or other real property interests in the project to be held by the Town

Background/Discussion

This action is in furtherance of one of the Board's principal strategic goals under Housing – the ongoing maintenance of Safe Harbor. In conjunction with Habitat for Humanity, we plan to submit the LAU application in the next few weeks, well in advance of the expiration of our current period of Safe Harbor.



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

In furtherance of the development of affordable / year-round housing.

Board/Commission Recommendation

N/A

Public Outreach

N/A

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

Strategic Plan – Housing

Attachments

- 1) LAU application





**Habitat for Humanity Nantucket, Inc.
WAITT DRIVE VILLAGE PROJECT
Town of Nantucket**

EOHLC Local Action Unit Application
January 31, 2024

LOCAL INITIATIVE PROGRAM APPLICATION FOR LOCAL ACTION UNITS

Introduction

The Local Initiative Program (LIP) is a state housing initiative administered by the Executive Office of Housing and Livable Communities (EOHLC) to encourage communities to produce affordable housing for low- and moderate-income households.

The program provides technical and other non-financial assistance to cities or towns seeking to increase the supply of housing for households at or below 80% of the area median income. LIP approved units are entered into the subsidized housing inventory (SHI) pursuant to Chapter 40B.

Local Action Units (LAUs) are created through local municipal action *other than* comprehensive permits; for example, through special permits, inclusionary zoning, conveyance of public land, utilization of Community Preservation Act (CPA) funds, etc.

The Department shall certify units submitted as Local Action Units if they meet the requirements of 760 CMR 56.00 and the Local Initiative Program Guidelines, which are part of the Comprehensive Permit Guidelines and can be found on the EOHLC website at www.mass.gov/eohlc.

To apply, a community must submit a complete, signed copy of this application to:

**Executive Office of Housing and Livable Communities
100 Cambridge Street, Suite 300
Boston, MA 02114**

Attention: Alyxandra Sabatino, LIP/HOP Coordinator
Telephone: 617-573-1328
Email: alyxandra.sabatino@mass.gov



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

January 31, 2024

Ms. Alyxandra Sabatino
LIP/HOP Coordinator
Executive Office of Housing and Livable Communities
100 Cambridge Street, Suite 300
Boston, MA 02114

RE: Habitat for Humanity Nantucket, Local Action Unit Application: Waitt Drive Village

Dear Ms. Sabatino:

Please find attached Habitat for Humanity Nantucket's Local Action Unit application for Habitat's Waitt Drive Village Project along with accompanying attachments.

Habitat's plan, supported by the Town of Nantucket, is to develop six affordable homes on land conveyed to Habitat Nantucket by the Town of Nantucket on January 11, 2024. The three building lots on Waitt Drive were awarded to Habitat Nantucket via a Request for Proposal (RFP No. 2023-TON-0830) where Habitat Nantucket was the successful proposer.

The project contemplates six dwellings, two three-bedroom single family homes, two two-bedroom single family homes and a two-unit duplex comprised of two two-bedroom homes. Habitat has been in discussions with both the Historic District Commission and the Planning Board and expects timely approvals of the project design once the property is deeded to Habitat. We will update the EOHLC once these approvals are obtained.

Based on current construction cost trends on Nantucket, Habitat expects the project to cost roughly \$4 million, the largest single project Habitat Nantucket has ever undertaken. The bulk of the funding for the project will be from the Nantucket Affordable Housing Trust with lesser contributions from Habitat Nantucket's own resources as well as other grantors.

Our goal is to have these six homes included on the Town's Subsidized Housing Inventory, a critical goal for the Town of Nantucket.

Habitat does request Local Preference for this development, with four homes reserved for families who live, work and/or attend school on Nantucket. We have agreed with the Town of Nantucket to further reserve two of the four Local Preference units for qualified Town of Nantucket municipal employees consistent with whatever policy specifics are agreed to between the EOHLA and the Town.

We look forward to your feedback on this submission.

Sincerely,

Gerard Keneally
President

Joseph T. Grause, Jr.
Chair, Family Selection Committee

Table of Contents

1. Local Action Unit Application
2. Documentation of Municipal Action
 - a. Town of Nantucket
 - i. RFP Award Letter
 - ii. Purchase and Sale Agreement and Land Development Agreement
 - iii. Deed
 - iv. Select Board Motion
 - b. Affordable Housing Trust
 - i. Construction funding commitment
3. Long Term Use Restrictions
 - a. Marked up Regulatory Agreement
 - b. Affordable Deed Rider (Draft, unmarked-up)
4. Developer's Legal Existence
 - a. Certificates of Organization
 - b. Waitt Drive Village Plot Plan
5. For Condominium Projects (No Contents. Phase 1 of Waitt Drive Village will be four single-family homes. No condo documents required. Phase 2, expected to commence in early 2025 will involve a second AFHMP and condominium documents for the two-unit duplex.)
6. MEPA Documents
 - a. Environmental Notification Form (12/31/08)
7. Affirmative Fair Housing Marketing Plan (Phase One)
 - a. Ads and Flyers
 - b. Informational Materials for Lottery Applicants
 - c. Eligibility Requirements
 - d. Lottery Application and Financial Forms
 - e. Lottery and resident selection procedures
 - f. Request for Local Preference and demonstration of need for local preference.
 - g. Measure to ensure affirmative fair marketing.
 - h. Name of Lottery Agent

Community Support Narrative, Project Description, and Documentation

Please provide a description of the project, including a summary of the project's history and the ways in which the community fulfilled the local action requirement.

Habitat for Humanity Nantucket, Inc – Waitt Drive Village Project

Habitat for Humanity Nantucket, Inc. (HFHN or Habitat Nantucket) has been in existence since 2001. Over the past 22 years HFHN has built sixteen homes on Nantucket. In 2018 the Nantucket Select Board requested that Habitat update its family selection process so that all future Habitat developed properties would be included in the Town's Subsidized Housing Inventory. In 2021 Habitat developed three homes on Benjamin Drive which were included on the Town's Subsidized Housing Inventory.

The Town of Nantucket has worked with Habitat Nantucket over the past 24 months to identify potential building lots for Habitat Nantucket's construction program. Discussions centered on three building lots on Waitt Drive, a location on the Island that included other residential and affordable projects. During the summer of 2023 the Town issued a Request for Proposal (No. 2023-TON-0830) seeking a developer for the land. Habitat submitted a proposal and on November 7, 2023, was awarded the lots.

Habitat plans to build six dwellings on the property:

1. Two three-bedroom, 3 ½ bath single family homes of roughly 1636 square feet,
2. Two two-bedroom, 2 ½ bath single family homes of roughly 1352 square feet, and
3. A central two-unit duplex with two two-bedroom, 2 ½ bath units, each about 1350 square feet. The duplex will be organized as a condominium.

The Habitat homes will be priced affordably in perpetuity below the 80% of area median income level. The sales prices will range from \$227,000 to \$278,000. The Habitat homes will be secured by EOHLC Regulatory Agreement(s) and Deed Riders and will be affordable in perpetuity.

The homes will be built with Habitat's "sweat equity" model, where the selected families will be partners in the construction of their homes, investing 350 hours of work alongside Habitat's other volunteers and professional sub-contractors. HFHN believes this gives the new homeowner(s) a stronger understanding of how their new home(s) operate(s) and how to care for/maintain them. Habitat Nantucket will work with the applicant group and the selected finalists to provide homebuyer education: supporting them in preparing for closing, budget counseling and ongoing support after they take possession. Sweat equity and pre-purchase support can be key elements in fostering successful homeownership.

Habitat has successfully partnered with local contractors, suppliers and donors and regularly achieves a significant component of donated materials and labor towards a home's cost. We want our homes welcome in any Island neighborhood and to be good neighbors. All new Habitat developments on Nantucket will have Homeowners' Associations. HFHN also works

cooperatively with other housing agencies to help influence policies affecting affordable development in Nantucket.

As described elsewhere in this application, Habitat estimates that this project will cost roughly \$4 million. Funding will be sourced from the Affordable Housing Trust Fund, Habitat's own resources and other donors.

Signatures of Support for the Local Action Units Application

Chief Executive Officer:

defined as the mayor in a city and the board of selectmen in a town, unless some other municipal office is designated to be the chief executive officer under the provisions of a local charter

Signature: _____

Print Name: Dawn Hill-Holdgate
Chair, Select Board

Date:

Chair, Local Housing Partnership:
(as applicable)

Signature: _____

Print Name: Brian Sullivan, Chair
Affordable Housing Trust

Date: _____

Municipal Contact Information:

Chief Executive Officer:

Name: Dawn Hill- Holdgate _____

Address: 16 Broad Street, Nantucket, MA 02554 _____

Phone: 508-228-7272 _____

Email: dhillholdgate@nantucket-ma.gov _____

**Town Administrator/Town
Manager/Mayor:**

Name: C. Elizabeth Gibson _____

Address: 16 Broad Street, Nantucket, MA 02554 _____

Phone: 508-228-7272 _____

Email: Townmanger@nantucket-ma.gov _____

City/Town Planner:

Name: Leslie Snell _____

Address: 2 Fairgrounds Road, Nantucket, MA 02554 _____

Phone: 508-325-7587 x 7025 _____

Email: lsnell@nantucket-ma.gov _____

Town Counsel:

Name: Vicki Marsh KP Law _____

Address: 101 Arch Street, Boston, MA 02110 _____

Phone: 617-556-0007 _____

Email: VMarsh@k-plaw.com _____

**Chair, Local Housing Partnership
(if any):**

Name: Brian Sullivan, Chair, Affordable Housing Trust _____

Address: 16 Broad Street, Nantucket, MA 02554 _____

Phone: 508-228-7200 _____

Email: sully@fishernantucket.com _____

Community Contact Person:

Name: Joseph Grause _____

Address: Box 1022, Nantucket, MA 02554 _____

Phone: 508-901-1453 _____

Email: joe.grause@gmail.com _____

The Project:

Developer:	Name: Habitat for Humanity Nantucket _____
	<u>Address:</u> Box 1022 75 Old South Road Nantucket, MA 02554 _____
	Phone: <u>508-325-8912</u> _____
	Email: <u>habitatnantucket@comcast.net</u> _____
Project Site:	Address: 5,7, and 9 Waitt Drive_Nantucket, MA 02554 _____

Is your municipality utilizing any HOME or CDBG funding for this project? Yes _____ No X_____

Local tax rate per thousand \$ 3.17 _____ For Fiscal Year 2024 _____

Site Characteristics: proposed or existing buildings by design, ownership type, and size.

<u>Project Style</u>	<u>Total Number of Units</u>	<u>Number of Units Proposed for Local Action Units Certification</u>
Detached Single-family house	<u>4</u> _____	<u>4</u> _____
Row house/townhouse	_____	_____
Duplex	<u>2</u> _____	<u>2</u> _____
Multifamily house (3+ family)	_____	_____
Multifamily rental building	_____	_____
Other (please specify)	_____	_____

Unit Composition

<u>Type of Unit</u> (Condo/Fee Simple/ Rental)	<u># of Units</u>	<u># of BRs</u>	<u># of Baths</u>	<u>Gross Square Feet</u>	<u>Livable Square Feet</u>	<u>Proposed Sales Prices/Rents</u>	<u>Proposed Condo Fee/HOA Fee/ <u>Utility</u> Allowance</u>
Affordable:							
Fee Simple 2 BR	2	2	2 ½	2028	1352	\$231750	\$70
Fee Simple 3 BR	2	3	3 1/2	2457	1636	\$275000	\$70
Condo/Duplex 2 BR	2	2	2 1/2	4050	1350	\$224000	\$120
Market:							
NONE							
Total:							

Please attach the following documents to your application:

1. Documentation of municipal action (e.g., copy of special permit, CPA funds, land donation, etc.)
2. Long-Term Use Restrictions (request documents before submission):

For ownership projects, this is the Regulatory Agreement for Ownership Developments, redlined to reflect any proposed changes, and/or the model deed rider.

For rental projects, this is the Regulatory Agreement for Rental Developments, redlined to reflect any proposed changes.

For HOME-funded projects, this is the HOME covenant/deed restriction. When attaching a HOME deed restriction to a unit, the universal deed rider cannot be used.

3. Documents of Project Sponsor's (developer's) legal existence and authority to sign the Regulatory Agreement:
 - appropriate certificates of Organization/Registration and Good Standing from the Secretary of State's Office
 - mortgagee consents to the Regulatory Agreement
 - Trustee certificates or authorization for signer(s) to execute all documents
 - Copy of Site Plan
4. For Condominium Projects Only: The Master Deed with schedule of undivided interest in the common areas in percentages set forth in the condominium master deed
5. For Rental Projects Only: A copy of the lease with lease addendum and Local Housing Authority's current Utility Allowances
6. MEPA (Massachusetts Environmental Policy Act) environmental notification form (ENF) for new construction only (request form before submission)
7. Affirmative Fair Marketing and Lottery Plan, including:
 - ads and flyers with HUD Equal Housing Opportunity logo
 - informational materials for lottery applicants
 - eligibility requirements
 - lottery application and financial forms
 - lottery and resident selection procedures
 - request for local preference and demonstration of need for the preference
 - measures to ensure affirmative fair marketing, including outreach methods and venue list
 - name of Lottery Agent with contact information

See Section III of the Comprehensive Permit Guidelines at: <http://www.mass.gov>
(enter LIP 40b guidelines in Search field) for more information.

PLEASE contact our office if you have any questions: 617-573-1328.

Attachment 2

Documentation of Municipal Action

Department of Municipal Finance

37 Washington Street
Nantucket, MA 02554
508•228•7200



November 7, 2023

Habitat for Humanity Nantucket, Inc.
75 Old South Road
Nantucket, MA 02554
Attn: Gerard Keneally

RE: Acquisition & Development of Waitt Drive, Lots 88,89,90

Dear Mr. Keneally,

Thank you for your bid for the Acquisition & Development of Waitt Drive, Lots 88, 89, and 90 for the Town of Nantucket. The Town received and evaluated one proposal. Please be advised that the Town has decided to award the bid to Habitat for Humanity Nantucket, Inc. as you were deemed to be the most advantageous on this project pursuant to Massachusetts General Law Chapter 30B. A Purchase and Sale agreement will be awarded upon ratification by our Select Board.

A Purchase and Sale agreement will be forthcoming upon completion by Town Counsel. Please return the signed Purchase and Sale agreement at your earliest convenience. A fully executed copy will be returned to you upon approval and signature of Town officials.

Town Administration extends their appreciation for your submission. Thank you very much for your interest in Nantucket and this project.

Sincerely,

Brian E. Turbitt
Director of Municipal Finance

PURCHASE AND SALE AGREEMENT

1. Information and Definitions

- (a) DATE OF AGREEMENT: January 10, 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 receive building permits for at least four (4) Units no later than December 6, 2024, (iii) Buyer fails to complete construction and obtain Certificates of Occupancy for these four (4) Units within eighteen (18) months from the date of receiving the building permits for these four (4) Units or fails to complete construction and obtain Certificates of Occupancy for the remaining two (2) Units or fails to complete construction and obtain Certificates of Occupancy for the remaining two (2) Units within the time set forth in the LDA, (iv) Buyer fails to construct the number of Affordable Units required hereunder, (v) fails to receive approval from EOHLC of a Regulatory Agreement and Affordable Housing Restriction to be held by EOHLC and the Town and record with the Nantucket County Registry of Deeds said Regulatory Agreement and Restriction, (vi) Buyer transfers the Premises prior to substantial completion to persons other than to Eligible Purchasers, and/or (vii) 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 10 day of January, 2024.

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

By: [Signature]
Name: Joe Grause MA
Title: President (authorized Signer)

By: [Signature]
Name: John Renwick MA
Title: Treasurer

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

[Signature]
Dawn E. Hill Holdgate

[Signature]
Brooke Mohr

[Signature]
Matthew G. Fee

[Signature]
Thomas M. Dixon

[Signature]
Malcolm W. MacNab

892681 v5NANT19713/0001

Exhibit A

Land Development Agreement

LAND DEVELOPMENT AGREEMENT

This Land Development Agreement (this "Agreement") is entered into on this _____ day of January, 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) A 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 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 federal, state and local authorities necessary to construct the Units on the Property, (b) fails to receive building permits for at least four (4) of the Units no later than December 6, 2024, (c) fails to complete construction and obtain Certificates of Occupancy for these four (4) Units within eighteen (18) months of receiving the building permits for these four (4) Units and fails to complete construction and obtain Certificates of Occupancy for the remaining two (2) Units within twenty-four (24) months from the date of receiving the initial building permits, (d) fails to construct the number of Affordable Units required hereunder, (e) fails to receive approval from EOHLIC of a Regulatory Agreement and Affordable Housing Restriction to be held by EOHLIC and the Town and record said Regulatory Agreement and Affordable Housing Restriction with the Nantucket Registry of Deeds, (f) 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 (g) 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"). Four (4) Units shall have minimum of two (2) bedrooms and two (2) Units shall have three (3) bedrooms. 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 receive building permits for at least four (4) Units no later than December 6, 2024 and complete said construction, obtain Certificates of Occupancy and sell the Units to Eligible Purchasers of these four (4) Units within eighteen (18) months from receiving said building permits, all in accordance with the terms of this Agreement. Developer shall complete said construction of the remaining Units within twenty-four (24) months of receiving the original building permits and obtaining Certificates of Occupancy for said remaining Units. 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 EOHLIC'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.

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: Joe Grause MA
Title: President (Authorized Signer)

Dawn E. Hill Holdgate

Brooke Mohr

By: 
Name: John Renwick MA
Title: Treasurer

Matthew G. Fee

Thomas M. Dixon

Malcolm W. MacNab

COMMONWEALTH OF MASSACHUSETTS

Nantucket, ss.

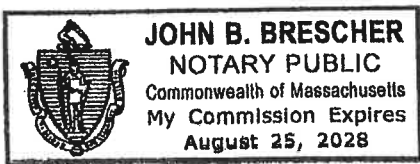
On this ____ day of _____, 2024, before me, the undersigned notary public, personally appeared Dawn E. Hill Holdgate, Brooke Mohr, Matthew G. Fee, Thomas M. Dixon and Malcolm W. MacNab, members of the Town of Nantucket Select Board, as aforesaid, proved to me through satisfactory evidence of identification, 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

Nantucket, ss

On this 10 day of January, 2024, before me, the undersigned Notary Public, personally appeared Joe Brown, who proved to me through satisfactory evidence of identification, which was personally known to me, 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..



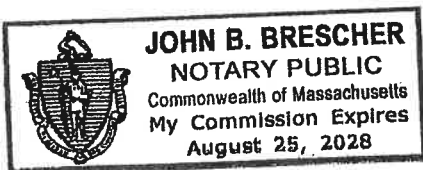


Notary Public
My Commission Expires:

COMMONWEALTH OF MASSACHUSETTS

Nantucket, ss

On this 10 day of January, 2024, before me, the undersigned Notary Public, personally appeared John I. Renwick, who proved to me through satisfactory evidence of identification, which was personally known to me, 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:

871769v5NANT19713/0001

**DISCLOSURE STATEMENT FOR
TRANSACTION WITH A PUBLIC AGENCY CONCERNING REAL PROPERTY
M.G.L. c. 7C, s. 38 (formerly M.G.L. c. 7, s. 40J)**

INSTRUCTION SHEET

NOTE: The Division of Capital Asset Management and Maintenance (DCAMM) shall have no responsibility for insuring that the Disclosure Statement has been properly completed as required by law. Acceptance by DCAMM of a Disclosure Statement for filing does not constitute DCAMM's approval of this Disclosure Statement or the information contained therein. Please carefully read M.G.L. c. 7C, s. 38 which is reprinted in Section 8 of this Disclosure Statement.

Section (1): Identify the real property, including its street address, and city or town. If there is no street address then identify the property in some other manner such as the nearest cross street and its tax assessors' parcel number.

Section (2): Identify the type of transaction to which this Disclosure Statement pertains --such as a sale, purchase, lease, etc.

Section (3): Insert the exact legal name of the Public Agency participating in this Transaction with the Disclosing Party. The Public Agency may be a Department of the Commonwealth of Massachusetts, or some other public entity. Please do not abbreviate.

Section (4): Insert the exact legal name of the Disclosing Party. Indicate whether the Disclosing Party is an individual, tenants in common, tenants by the entirety, corporation, general partnership, limited partnership, LLC, or other entity. If the Disclosing Party is the trustees of a trust then identify the trustees by name, indicate that they are trustees, and add the name of the trust.

Section (5): Indicate the role of the Disclosing Party in the transaction by checking one of the blanks. If the Disclosing Party's role in the transaction is not covered by one of the listed roles then describe the role in words.

Section (6): List the names and addresses of every legal entity and every natural person that has or will have a direct or indirect beneficial interest in the real property. The only exceptions are those stated in the first paragraph of the statute that is reprinted in Section 8 of this Disclosure Statement. If the Disclosing Party is another public entity such as a city or town, insert "inhabitants of the (name of public entity)." If the Disclosing Party is a non-profit with no individual persons having any beneficial interest then indicate the purpose or type of the non-profit entity. If additional space is needed, please attach a separate sheet and incorporate it by reference into Section 6.

Section (7): Check "NONE" in the box if none of the persons mentioned in Section 6 is employed by DCAMM or an official elected to public office in the Commonwealth of Massachusetts. Otherwise list any parties disclosed in Section 6 that are employees of DCAMM or an official elected to public office.

Section (8): The individual signing this statement on behalf of the Disclosing Party acknowledges that he/she has read the included provisions of Chapter 7C, Section 38 (formerly Chapter 7, Section 40J) of the General Laws of Massachusetts.

Section (9): Make sure that this Disclosure Statement is signed by all required parties. If the Disclosing Party is a corporation, please make sure that this Disclosure Statement is signed by a duly authorized officer of the corporation as required by the statute reprinted in Section 8 of this Disclosure Statement.

DCAMM's acceptance of a statement for filing does not signify any opinion by DCAMM that the statement complies with applicable law.

This completed and signed Disclosure Statement should be mailed or otherwise delivered to:

Deputy Commissioner for Real Estate
Division of Capital Asset Management and Maintenance
One Ashburton Place, 15th Floor, Boston, MA 02108

**DISCLOSURE STATEMENT FOR
TRANSACTION WITH A PUBLIC AGENCY CONCERNING REAL PROPERTY
M.G.L. c. 7C, s. 38 (formerly M.G.L. c. 7, s. 40J)**

The undersigned party to a real property transaction with a public agency hereby discloses and certifies, under pains and penalties of perjury, the following information as required by law:

(1) REAL PROPERTY: Three certain parcels of vacant land located on Waitt Drive, Massachusetts shown as Lots 88, 8 and 90 Wait Drive 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 & 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.

(2) TYPE OF TRANSACTION, AGREEMENT, or DOCUMENT: Sale of Property

(3) PUBLIC AGENCY PARTICIPATING in TRANSACTION: Town of Nantucket

(4) DISCLOSING PARTY'S NAME AND TYPE OF ENTITY: Habitat for Humanity Nantucket, Inc., a Massachusetts non-profit corporation

(5) ROLE OF DISCLOSING PARTY (Check appropriate role):

____ Lessor/Landlord

____ Lessee/Tenant

____ Seller/Grantor

X Buyer/Grantee

____ Other (Please describe): _____

(6) The names and addresses of all persons and individuals who have or will have a direct or indirect beneficial interest in the real property excluding only 1) a stockholder of a corporation the stock of which is listed for sale to the general public with the securities and exchange commission, if such stockholder holds less than ten per cent of the outstanding stock entitled to vote at the annual meeting of such corporation or 2) an owner of a time share that has an interest in a leasehold condominium meeting all of the conditions specified in M.G.L. c. 7C, s. 38, are hereby disclosed as follows (attach additional pages if necessary):

NAME

RESIDENCE

N/A _____

(7) None of the above- named persons is an employee of the Division of Capital Asset Management and Maintenance or an official elected to public office in the Commonwealth of Massachusetts, except as listed below (Check "NONE" if NONE):

☐ NONE

NAME:

POSITION:

**DISCLOSURE STATEMENT FOR
TRANSACTION WITH A PUBLIC AGENCY CONCERNING REAL PROPERTY
M.G.L. c. 7C, s. 38 (formerly M.G.L. c. 7, s. 40J)**

- (8) The individual signing this statement on behalf of the above-named party acknowledges that he/she has read the following provisions of Chapter 7C, Section 38 (formerly Chapter 7, Section 40J) of the General Laws of Massachusetts:

No agreement to rent or to sell real property to or to rent or purchase real property from a public agency, and no renewal or extension of such agreement, shall be valid and no payment shall be made to the lessor or seller of such property unless a statement, signed, under the penalties of perjury, has been filed by the lessor, lessee, seller or purchaser, and in the case of a corporation by a duly authorized officer thereof giving the true names and addresses of all persons who have or will have a direct or indirect beneficial interest in said property with the commissioner of capital asset management and maintenance. The provisions of this section shall not apply to any stockholder of a corporation the stock of which is listed for sale to the general public with the securities and exchange commission, if such stockholder holds less than ten per cent of the outstanding stock entitled to vote at the annual meeting of such corporation. In the case of an agreement to rent property from a public agency where the lessee's interest is held by the organization of unit owners of a leasehold condominium created under chapter one hundred and eighty-three A, and time-shares are created in the leasehold condominium under chapter one hundred and eighty-three B, the provisions of this section shall not apply to an owner of a time-share in the leasehold condominium who (i) acquires the time-share on or after a bona fide arms length transfer of such time-share made after the rental agreement with the public agency is executed and (ii) who holds less than three percent of the votes entitled to vote at the annual meeting of such organization of unit owners. A disclosure statement shall also be made in writing, under penalty of perjury, during the term of a rental agreement in case of any change of interest in such property, as provided for above, within thirty days of such change.

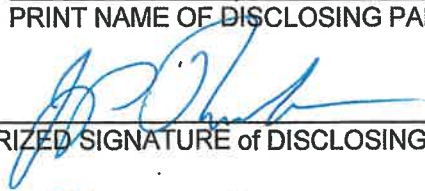
Any official elected to public office in the commonwealth, or any employee of the division of capital asset management and maintenance disclosing beneficial interest in real property pursuant to this section, shall identify his position as part of the disclosure statement. The commissioner shall notify the state ethics commission of such names, and shall make copies of any and all disclosure statements received available to the state ethics commission upon request.

The commissioner shall keep a copy of each disclosure statement received available for public inspection during regular business hours.

- (9) This Disclosure Statement is hereby signed under penalties of perjury.

Habitat for Humanity Nantucket, Inc.

PRINT NAME OF DISCLOSING PARTY (from Section 4, above)



AUTHORIZED SIGNATURE of DISCLOSING PARTY

01/10/2024

DATE (MM / D



Joe Grause MA, President (Authorized
Signer)

John Renwick MA, Treasurer

PRINT NAME & TITLE of AUTHORIZED SIGNER



Bk: 1965 Pg: 1 Page: 1 of 21
Doc: DD 01/11/2024 03:31 PM

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 (a) construct on the Premises four (4) single-family dwelling units and one (1) duplex (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 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 any further appeal from the federal, state and local authorities (collectively, the "Permits"), necessary to construct the Units on the Premises, (b) fails to receive building permits for at least four (4) of the Units no later than December 6, 2024, (c) fails to complete construction and obtain Certificates of Occupancy for these four (4) Units within eighteen (18) months from obtaining these building permits and fails to complete construction and obtain Certificates of Occupancy for the remaining two (2) Units within twenty-four (24) months from receipt of the original building permits, (d) fails to construct the number of Units required hereunder, (e) 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, (f) conveys, sells or otherwise transfers the Premises to a person other than an Eligible Purchaser, or assigns its interest under the LDA, and (g) uses the Premises for other than affordable housing purposes, or 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.

For Grantor's title, see Order recorded in Book 1348, Page 248 with the Nantucket County Registry of Deeds.

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

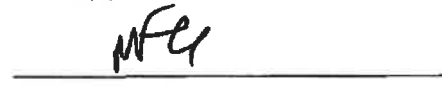
SIGNATURE PAGE TO FOLLOW

EXECUTED as a sealed instrument this 10th day of January, 2024.

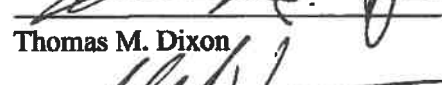
TOWN OF NANTUCKET,
By its Select Board


Dawn E. Hill Holdgate


Brooke Mohr


Matthew G. Fee


Thomas M. Dixon


Malcolm W. MacNab

NANTUCKET LAND BANK CERTIFICATE	
☐ Paid \$	
☒ Exempt <u>G</u>	
☐ Non-applicable	
No. <u>46194</u>	Date <u>1/11/24</u>
Authorization <u>SC</u>	

COMMONWEALTH OF MASSACHUSETTS

Nantucket, ss.

On this 10th 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: 11/1/2024

897881 NANT 19713/0085





Town of Nantucket

♦♦♦♦♦

OFFICE OF THE TOWN & COUNTY CLERK

16 Broad Street
NANTUCKET, MASSACHUSETTS 02554-3590

Catherine Flanagan Stover, MMC, CMMC
Town & County Clerk

(508) 228-7216

FAX (508) 325-5313

Home: (508) 228-7841

Email: cstover@nantucket-ma.gov

flanaganstover@yahoo.com

townclerk@nantucket-ma.gov

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

♦♦♦♦♦

April 7, 2014

TO WHOM IT MAY CONCERN:

I, Catherine Flanagan Stover, duly elected Clerk of the Town and County of Nantucket, hereby certify that the April 5, 2014 ANNUAL TOWN MEETING adopted **Article 101: Real Estate Disposition: Ticcoma Way** at the April 5, 2014 adjourned session.

AMENDMENT FROM THE FLOOR: ~~and that the vote on Warrant Article 82 of the 2000 Annual Town Meeting is hereby rescinded as it applies to the authorization to transfer ten (10) of and a portion of one (1) parcels of land located northeasterly off Ticcoma Way (approximately addressed as 2 through 18 — even), shown on Nantucket County Registry District of the Land Court Plans 37902 B as Lots 2, 40, 50, 51, 52, 53, 54, 55, 56 and 57 and those portions of Lot 4 outside of the boundaries of Lot 75 on Land Court Plan 37902 C, for affordable housing purposes and subject to Chapter 38B of the Massachusetts General Laws.~~

VOTE: A voice vote was taken on motion to amend Article 101. It was adopted.

VOTE: The vote on the motion pursuant to Article 101, as moved by the Finance Committee, and as amended by Susan Bennett-Witte, was by Unanimous Voice Vote. The motion was adopted.

Catherine Flanagan Stover, MMC, CMMC
Town and County Clerk

ATTEST: TRUE COPY

Nancy J. Holmes
NANTUCKET TOWN & COUNTY CLERK

ARTICLE 101

(Real Estate Disposition: Ticcoma Way)

To see if the Town will vote to:

(1) Transfer the property situated on Ticcoma Way, shown as Lots A, B and C shown on a plan entitled "Subdivision Concept Plan Prepared for the N.P. & E.D.C.," dated September 5, 2013, prepared by Blackwell & Associates, Inc. from the Board of Selectmen for general municipal purposes to the Board of Selectmen for purposes of conveyance or lease, and further to authorize the Board of Selectmen to use, sell convey or otherwise dispose of the fee or lesser interests of all or any portions of the property for affordable housing purposes or municipal sponsored housing of any kind including but not limited to housing for seasonal and/or permanent employees of the Town or County of Nantucket, and for roadway purposes to lay out Waitt Drive as shown on said Plan and

(2) Rescind the vote on Warrant Article 98 of the 2009 Annual Town Meeting as it applies to the authorization to transfer ten (10) of and a portion of one (1) parcels of land located northeasterly off Ticcoma Way (approximately addressed as 2 through 18 - even), shown on Nantucket County Registry District of the Land Court Plans 37902-B as Lots 2, 49, 50, 51, 52, 53, 54, 55, 56 and 57 and those portions of Lot 1 outside of the boundaries of Lot 75 on Land Court Plan 37902-C, for affordable housing purposes and subject to Chapter 30B of the Massachusetts General Laws.

Or to take any other action related thereto.

(Board of Selectmen)

FINANCE COMMITTEE MOTION: Moved that the property situated on Ticcoma Way, shown as Lots A, B and C shown on a plan entitled "Subdivision Concept Plan Prepared for the N.P. & E.D.C.," dated September 5, 2013, prepared by Blackwell & Associates, Inc. is hereby transferred from the Board of Selectmen for general municipal purposes to the Board of Selectmen for purposes of conveyance or lease, and further to authorize the Board of Selectmen to use, sell convey or otherwise dispose of the fee or lesser interests of all or any portions of the property for affordable housing purposes or municipal sponsored housing of any kind including but not limited to housing for seasonal and/or permanent employees of the Town or County of Nantucket, and for roadway purposes to lay out Waitt Drive as shown on said Plan and that the vote on Warrant Article 98 of the 2009 Annual Town Meeting is hereby rescinded as it applies to the authorization to transfer ten (10) of and a portion of one (1) parcels of land located northeasterly off Ticcoma Way (approximately addressed as 2 through 18 - even), shown on Nantucket County Registry District of the Land Court Plans 37902-B as Lots 2, 49, 50, 51, 52, 53, 54, 55, 56 and 57 and those portions of Lot 1 outside of the boundaries of Lot 75 on Land Court Plan 37902-C, for affordable housing purposes and subject to Chapter 30B of the Massachusetts General Laws.

Quantum of vote required for passage of the motion is 2/3

Attachment 3

Long Term Use Restrictions

LOCAL INITIATIVE PROGRAM
REGULATORY AGREEMENT
AND
DECLARATION OF RESTRICTIVE COVENANTS
FOR
OWNERSHIP PROJECT

This Regulatory Agreement and Declaration of Restrictive Covenants (the "Agreement") is made this ____ day of _____, 20__ by and among the Commonwealth of Massachusetts, acting by and through the Executive Office of Housing and Livable Communities ("EOHLC"), pursuant to G.L. c. 23B §1 as amended by Chapter 7 of the Acts of 2023, the City/Town of Nantucket ("the Municipality"), and Habitat for Humanity Nantucket, Inc., a Massachusetts corporation having an address at 75 Old South Road, Nantucket, MA 02554, and its successors and assigns ("Project Sponsor").

WITNESSETH:

WHEREAS, pursuant to G.L. c. 40B, §§ 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 56.00 (the "Regulations") which establish the Local Initiative Program ("LIP");

WHEREAS, the Project Sponsor intends to construct a housing development known as Waitt Drive Village at a 0.34-acre site on Waitt Drive in the Municipality, more particularly described in Exhibit A attached hereto and made a part hereof (the "Project");

WHEREAS, such Project is to consist of a total number of four (4) single family dwellings and a two-unit duplex structure organized as a condominium and all six of the Units will be sold at prices specified in this Agreement to persons or households with incomes at or below eighty percent (80%) of the regional median household income (the "Low- and Moderate-Income Units");

WHEREAS, the Chief Executive Officer of the Municipality (as that term is defined in the Regulations) and the Project Sponsor have made application to EOHLC to certify that the units in the Project are Local Action Units (as that term is defined in the *Comprehensive Permit Guidelines* (the "Guidelines")) published by EOHLC with the LIP Program; and

WHEREAS, in partial consideration of the execution of this Agreement, EOHLC has given and will give technical and other assistance to the Project];

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

1. The Project Sponsor agrees to construct the Project in accordance with plans and specifications approved by the Municipality (the "Plans and Specifications") In addition, all Low- and Moderate-Income Units to be constructed as part of the Project must be indistinguishable from other Units in the Project from the exterior (unless the Project has an approved "Alternative Development Plan" as set forth in the *Comprehensive Permit Guidelines* (the "Guidelines")) published by EOHLC, and must contain complete living facilities including but not limited to a stove, refrigerator, kitchen cabinets, plumbing fixtures, and washer/dryer hookup, all as more fully shown in the Plans and Specifications.

None of the Low- and Moderate-Income Units shall be one-bedroom units;
_Four (4) of the Low- and Moderate-Income Units shall be two-bedroom units;
Two (2) of the Low- and Moderate-Income Units shall be three-bedroom units; and,
None of the Low- and Moderate-Income Units shall be four-bedroom units.

All Low- and Moderate-Income Units to be occupied by families must contain two or more bedrooms. Low- and Moderate-Income Units must have the following minimum areas:

one-bedroom units -	700 square feet
two-bedroom units -	900 square feet
three-bedroom units-	1200 square feet
four-bedroom units -	1400 square feet

The Project must fully comply with the State Building Code and with all applicable state and federal building, environmental, health, safety and other laws, rules, and regulations, including without limitation all applicable federal and state laws, rules and regulations relating to the operation of adaptable and accessible housing for persons with disabilities. The Project must also comply with all applicable local codes, ordinances and by-laws.

Each Low- and Moderate-Income Unit will be sold for no more than the price set forth in Exhibit B attached hereto and made a part hereof to an Eligible Purchaser. An Eligible Purchaser is a Family (i) whose annual income does not exceed eighty percent (80%) of the Area median income adjusted for family size as determined by the U. S. Department of Housing and Urban Development and (ii) whose assets do not exceed the limits specified in the Guidelines. A "Family" shall mean two or more persons who will live regularly in the Low- or Moderate-Income Unit as their primary residence and who are related by blood, marriage, or operation of law or who have otherwise evidenced a stable inter-dependent relationship; or an individual. The "Area" is defined as Nantucket County.

2. Upon the occurrence of one of the events described in 760 CMR 56.03(2), the Project will be included in the Subsidized Housing Inventory as that term is described in 760 CMR 56.01. Only Low- and Moderate-Income Units will be counted as SHI Eligible Housing as that term is described in 760 CMR 56.01 for the purposes of the Act.

3. (a) At the time of sale of each Low- and Moderate-Income Unit by the Project Sponsor, the Project Sponsor shall execute and shall as a condition of the sale cause the purchaser of the Low- and Moderate-Income Unit to execute an Affordable Housing Deed Rider in the form of Exhibit C attached hereto and made a part hereof (the "Deed Rider"). Such Deed Rider shall be attached to and made a part of the deed from the Project Sponsor to the Unit Purchaser. Each such Deed Rider shall require the Unit Purchaser at the time he desires to sell the Low- and Moderate-Income Unit to offer the Low- and Moderate-Income Unit to the Municipality and to EOHLC at a discounted purchase price more particularly described therein. The Municipality and EOHLC shall have the option upon terms more particularly described in the Deed Rider to either purchase the Low- and Moderate-Income Unit or to find an Eligible Purchaser. The Deed Rider shall require the Unit Purchaser and the Eligible Purchaser to execute at the time of resale a Deed Rider identical in form and substance to the Deed Rider then in effect with respect to the Low- and Moderate-Income Unit which will be attached and made a part of the deed from the Unit Purchaser to the Eligible Purchaser, so that the affordability of the Low- and Moderate-Income unit will be preserved each time that subsequent resales of the Low- and Moderate-Income unit occur. (The various requirements and restrictions regarding resale of a Low- and Moderate-Income Unit contained in the Deed Rider are hereinafter referred to as the ("Resale Restrictions"). If upon the initial resale or any subsequent resale of a Low- and Moderate-Income Unit, the Municipality and EOHLC are unable to find an Eligible Purchaser for the Low- and Moderate-Income Unit, and the Municipality and EOHLC each elect not to exercise its right to purchase the Low- and Moderate-Income Unit, then the then current owner of the Low- and Moderate-Income Unit shall have the right to sell the Low- and Moderate-Income Unit to any person, regardless of his income (an "Ineligible Purchaser") at the Maximum Resale Price and subject to all rights and restrictions contained in the Deed Rider, and provided that the Unit is conveyed subject to a Deed Rider identical in form and substance to the Deed Rider then in effect with respect to the Low- and Moderate-Income Unit which will be attached and made part of the deed from the Unit Purchaser to the Ineligible Purchaser.

(b) For each sale of a Low- and Moderate-Income Unit, EOHLC must approve the terms of the Eligible Purchaser's mortgage financing as evidenced by EOHLC's issuance of the Resale Price Certificate described in the Deed Rider.

(c) The Municipality agrees that in the event that it purchases a Low- and Moderate-Income Unit pursuant to its right to do so contained in the Deed Rider then in effect with respect to such Low- and Moderate-Income Unit, that the Municipality shall within six (6) months of its acceptance of a deed of such Low- and Moderate-Income Unit, either (i) sell the Low- and Moderate-Income Unit to an Eligible Purchaser at the same price for which it purchased the Low- and Moderate-Income Unit plus any expenses incurred by the Municipality during its period of ownership, such expenses to be approved by EOHLC, subject to a Deed Rider satisfactory in form and substance to EOHLC and the recording of an Eligible Purchaser Certificate satisfactory in form and substance to EOHLC, the method for selecting such Eligible Purchaser to be approved by EOHLC or (ii) rent the Low- and Moderate-Income Unit to a person who meets the income guidelines

of the LIP Program, upon terms and conditions satisfactory to EOHLC and otherwise in conformity with the requirements of the LIP Program. If the Municipality fails to sell or rent the Low- and Moderate-Income unit as provided herein within said six (6) month period, or if at any time after the initial rental of the Low- and Moderate-Income Unit by the Municipality as provided herein the Low- and Moderate-Income Unit becomes vacant and remains vacant for more than ninety (90) days, then such Low- and Moderate-Income Unit shall cease to be counted as SHI Eligible Housing, and shall no longer be included in the Subsidized Housing Inventory.

(d) Each Low- and Moderate-Income Unit will remain SHI Eligible Housing and continue to be included in the Subsidized Housing Inventory for as long as the following three conditions are met: (1) this Agreement remains in full force and effect and neither the Municipality nor the Project Sponsor is in default hereunder; (2) the Project and Low- and Moderate-Income Unit each continue to comply with the Regulations and the Guidelines as the same may be amended from time to time; and (3) either (i) a Deed Rider binding the then current owner of the Low- and Moderate-Income Unit to comply with the Resale Restrictions is in full force and effect and the then current owner of the Low- and Moderate-Income Unit is either in compliance with the terms of the Deed Rider, or the Municipality is in the process of taking such steps as may be required by EOHLC to enforce the then current owner's compliance with the terms of the Deed Rider or (ii) the Low- and Moderate-Income Unit is owned by the Municipality and the Municipality is in compliance with the terms and conditions of the last preceding paragraph, or (iii) the Low- and Moderate-Income Unit is owned by EOHLC.

4. Within one hundred eighty (180) days after Substantial Completion of the Project or, if later, within sixty (60) days of the date on which all the units in the Project are sold, the Project Sponsor shall complete and deliver to the Municipality and to EOHLC the section of the Local Initiative Program Application for Comprehensive Permit Projects entitled "Project Feasibility – Ownership Projects" (ownership pro forma, profit analysis, and cost analysis), documenting the actual development costs of and income from the Project, prepared and signed by the Chief Financial Officer of the Project Sponsor. Substantial Completion shall be deemed to have occurred when construction of the Project is sufficiently complete so that the Unit may be occupied and amenities may be used for their intended purpose, except for designated punch list items and seasonal work which does not interfere with the residential use of the Low- and Moderate-Income Units.

5. (a) Prior to marketing or otherwise making available for sale any of the Units, the Project Sponsor must obtain EOHLC's approval of a marketing plan (the "Marketing Plan") for the Low- and Moderate-Income Units. Such Marketing Plan must describe the buyer selection process for the Low- and Moderate-Income Units and must set forth a plan for affirmative fair marketing of Low- and Moderate-Income Units and effective outreach to protected groups underrepresented in the municipality, including provisions for a lottery, consistent with the Regulations and Guidelines. At the option of the Municipality, and provided that the Marketing Plan demonstrates (i) the need for the local preference (e.g., a disproportionately low rental or ownership affordable housing

stock relative to need in comparison to the regional area), and (ii) that the proposed local preference will not have a disparate impact on protected classes, the Marketing Plan may also include a preference for local residents for up to seventy percent (70%) of the Low- and Moderate-Income Units, subject to all provisions of the Regulations and Guidelines, provided that any local preference shall apply only to the initial unit sales by the Project Sponsor. When submitted to EOHLC for approval, the Marketing Plan should be accompanied by a letter from the Chief Executive Officer of the Municipality (as that term is defined in the Regulations) which states that the buyer selection and local preference (if any) aspects of the Marketing Plan have been approved by the Municipality and which states that the Municipality will perform any aspects of the Marketing Plan which are set forth as responsibilities of the Municipality in the Marketing Plan. The Marketing Plan must comply with the Regulations and Guidelines and with all other applicable statutes, regulations and executive orders, and EOHLC directives reflecting the agreement between EOHLC and the U.S. Department of Housing and Urban Development in the case of *NAACP, Boston Chapter v. Kemp*. **If the Project is located in the Boston-Cambridge-Quincy, MA-NH MSA, the Project Sponsor must list all Low- and Moderate-Income Units with the Boston Fair Housing Commission's MetroList (Metropolitan Housing Opportunity Clearing Center); other requirements for listing of units are specified in the Guidelines.** All costs of carrying out the Marketing Plan shall be paid by the Project Sponsor.

(b) The Project Sponsor may use in-house staff to draft and/or implement the Marketing Plan, provided that such staff meets the qualifications described in the Guidelines. The Project Sponsor may contract for such services provided that any such contractor must be experienced and qualified under the standards set forth in the Guidelines. A failure to comply with the Marketing Plan by the Project Sponsor or by the Municipality shall be deemed to be a default of this Agreement. The Project Sponsor agrees to maintain for at least five years following the sale of the last Low- and Moderate-Income Unit, a record of all newspaper ads, outreach letters, translations, leaflets, and any other outreach efforts (collectively "Marketing Documentation") as described in the Marketing Plan as approved by EOHLC which may be inspected at any time by EOHLC. All Marketing Documentation must be approved by EOHLC prior to its use by the Project Sponsor or the Municipality. The Project Sponsor and the Municipality agree that if at any time prior to or during the process of marketing the Low- and Moderate-Income Units, EOHLC determines that the Project Sponsor, or the Municipality with respect to aspects of the Marketing Plan that the Municipality has agreed to be responsible for, has not adequately complied with the approved Marketing Plan, that the Project Sponsor or Municipality as the case may be, shall conduct such additional outreach or marketing efforts as shall be determined by EOHLC.

6. Neither the Project Sponsor nor the Municipality shall discriminate on the basis of race, religion, color, sex, sexual orientation, familial status, age, disability, marital status, national origin, genetic information, ancestry, children, receipt of public assistance, or any other basis prohibited by law in the selection of buyers for the Units; and the Project Sponsor shall not so discriminate in connection with the employment or application for employment of persons for the construction, operation or management of the Project.

7. (a) The Project Sponsor agrees to comply and to cause the Project to comply with all requirements of the Regulations and Guidelines and all other applicable laws, rules, regulations, and executive orders. EOHLC and the Chief Executive Officer of the municipality shall have access during normal business hours to all books and records of the Project Sponsor and the Project in order to monitor the Project Sponsor's compliance with the terms of this Agreement.

(b) Throughout the term of this Agreement, the Chief Executive Officer shall annually certify in writing to EOHLC that each of the Low- and Moderate-Income Units continues to be occupied by a person who was an Eligible Purchaser at the time of purchase; that any Low- and Moderate-Income Units which have been resold during the year have been resold in compliance with all of the terms and provisions of the Deed Rider then in effect with respect to each such Low- and Moderate-Income Unit, and in compliance with the Regulations and Guidelines and this Agreement; and that the Project and the Low- and Moderate-Income Units have otherwise been maintained in a manner consistent with the Regulations and Guidelines, this Agreement, and the Deed Rider then in effect with respect to each Low- and Moderate-Income Unit.

8. Upon execution, the Project Sponsor shall immediately cause this Agreement and any amendments hereto to be recorded/filed with the Registry, and the Project Sponsor shall pay all fees and charges incurred in connection therewith. Upon recording or filing, as applicable, the Project Sponsor shall immediately transmit to EOHLC and the Municipality evidence of such recording or filing including the date and instrument, book and page or registration number of the Agreement.

9. The Project Sponsor hereby represents, covenants and warrants as follows:

(a) The Project Sponsor (i) is a non-profit corporation, duly organized under the laws of the Commonwealth of Massachusetts, and is qualified to transact business under the laws of this State, (ii) has the power and authority to own its properties and assets and to carry on its business as now being conducted, and (iii) has the full legal right, power and authority to execute and deliver this Agreement.

(b) The execution and performance of this Agreement by the Project Sponsor (i) will not violate or, as applicable, has not violated any provision of law, rule or regulation, or any order of any court or other agency or governmental body, and (ii) will not violate or, as applicable, has not violated any provision of any indenture, agreement, mortgage, mortgage note, or other instrument to which the Project Sponsor is a party or by which it or the Project is bound, and (iii) will not result in the creation or imposition of any prohibited encumbrance of any nature.

(c) The Project Sponsor will, at the time of execution and delivery of this Agreement, have good and marketable title to the premises constituting the Project free and clear of any lien or encumbrance (subject to encumbrances created pursuant to this Agreement, any loan documents relating to the Project the terms of which are approved

by EOHLC, or other permitted encumbrances, including mortgages referred in paragraph 10, below).

(d) There is no action, suit or proceeding at law or in equity or by or before any governmental instrumentality or other agency now pending, or, to the knowledge of the Project Sponsor, threatened against or affecting it, or any of its properties or rights, which, if adversely determined, would materially impair its right to carry on business substantially as now conducted (and as now contemplated by this Agreement) or would materially or adversely affect its financial condition.

10. (a) Except for sales of Low- and Moderate-Income Units to Eligible Purchasers and sales of other Units to unit owners in the ordinary course of business as permitted by the terms of this Agreement, the Project Sponsor will not sell, transfer, lease, or exchange the Project or any portion thereof or interest therein (collectively, a "Sale") or (except as permitted under Section (d) below) mortgage the Property without the prior written consent of EOHLC and the Municipality.

(b) A request for consent to a Sale shall include:

- A signed agreement stating that the transferee will assume in full the Project Sponsor's obligations and duties under this Agreement, together with a certification by the attorney or title company that it will be held in escrow and, in the case of any transfer other than a transfer of Beneficial Interests, recorded in the Registry of Deeds with the deed and/or other recorded documents effecting the Sale;
- The name of the proposed transferee and any other entity controlled by or controlling or under common control with the transferee, and names of any affordable housing developments in the Commonwealth owned by such entities;
- A certification from the Municipality that the Project is in compliance with the affordability requirements of this Agreement.

(c) Consent to the proposed Sale shall be deemed to be given unless EOHLC or the Municipality notifies the Project Sponsor within thirty (days) after receipt of the request that either

- The package requesting consent is incomplete, or
- The proposed transferee (or any entity controlled by or controlling or under common control with the proposed transferee) has a documented history of serious or repeated failures to abide by agreements of affordable housing funding or regulatory agencies of the Commonwealth or the federal government or is currently in violation of any agreements with such agencies beyond the time permitted to cure the violation, or

- The Project is not being operated in compliance with the affordability requirements of this Agreement at the time of the proposed Sale.

(d) The Project Sponsor shall provide EOHLC and the Municipality with thirty (30) day's prior written notice of the following:

- (i) any change, substitution or withdrawal of any general partner, manager, or agent of the Project Sponsor; or
- (ii) the conveyance, assignment, transfer, or relinquishment of a majority of the Beneficial Interests (herein defined) in the Project Sponsor (except for such a conveyance, assignment, transfer or relinquishment among holders of Beneficial Interests as of the date of this Agreement).
- (iii) the sale, mortgage, conveyance, transfer, ground lease, or exchange of the Project Sponsor's interest in the Project or any party of the Project.

For purposes hereof, the term "Beneficial Interest" shall mean: (i) with respect to a partnership, any partnership interests or other rights to receive income, losses, or a return on equity contributions made to such partnership; (ii) with respect to a limited liability company, any interests as a member of such company or other rights to receive income, losses, or a return on equity contributions made to such company; or (iii) with respect to a company or corporation, any interests as an officer, board member or stockholder of such company or corporation to receive income, losses, or a return on equity contributions made to such company or corporation.

Notwithstanding the above, EOHLC's consent under this Section 10 shall not be required with respect to the grant by the Project Sponsor of any mortgage or other security interest in or with respect to the Project to a state or national bank, state or federal savings and loan association, cooperative bank, mortgage company, trust company, insurance company or other institutional lender made at no greater than the prevailing rate of interest or any exercise by any such mortgagee of any of its rights and remedies (including without limitation, by foreclosure or by taking title to the Project by deed in lieu of foreclosure), subject, however to the provisions of Section 14 hereof.

The Project Sponsor hereby agrees that it shall provide copies of any and all written notices received by the Project Sponsor from a mortgagee exercising or threatening to exercise its foreclosure rights under the mortgage.

11. Until such time as decisions regarding repair of damage due to fire or other casualty, or restoration after taking by eminent domain, shall be made by a condominium association or trust not controlled by the Project Sponsor, (or if the Project consists of detached dwellings, by homebuyers) Project Sponsor agrees that if the Project, or any part thereof, shall be damaged or destroyed or shall be condemned or acquired for public use, the Project Sponsor will use its best efforts to repair and restore the Project to

substantially the same condition as existed prior to the event causing such damage or destruction, or to relieve the condemnation, and thereafter to operate the Project in accordance with the terms of this Agreement, subject to the approval of the Project's lenders, which lenders have been approved by EOHLC and the Municipality.

12. This Agreement shall be governed by the laws of the Commonwealth of Massachusetts. Any amendments to this Agreement must be in writing and executed by all of the parties hereto. The invalidity of any clause, part, or provision of this Agreement shall not affect the validity of the remaining portions hereof.

13. All notices to be given pursuant to this Agreement shall be in writing and shall be deemed given when delivered by hand or when mailed by certified or registered mail, postage prepaid, return receipt requested, to the parties hereto at the addresses set forth below, or to such other place as a party may from time to time designate by written notice:

EOHLC: Executive Office of Housing and Livable Communities
Attention: Local Initiative Program Director
100 Cambridge Street, Suite 300
Boston, MA 02114

Municipality: Town of Nantucket
Attn Ms. Kristie Ferrantella, Housing Director
16 Broad Street
Nantucket, MA 02554

Project Sponsor: Habitat for Humanity Nantucket, Inc.
Attn: President
75 Old South Road
Nantucket, MA 02554

14. (a) This Agreement and all of the covenants, agreements and restrictions contained herein shall be deemed to be 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. This Agreement shall bind, and the benefits shall inure to, respectively, the Project Sponsor and its successors and assigns, and EOHLC and its successors and assigns and the Municipality and its successors and assigns. EOHLC has determined that the acquiring of such affordable housing restriction is in the public interest. The term of this Agreement shall be perpetual, provided however, that this Agreement shall terminate if (a) at any time hereafter there is no Low- and Moderate-Income Unit at the

Project which is then subject to a Deed Rider containing the Resale Restrictions, and there is no Low- and Moderate-Income Unit at the Project which is owned by the Municipality or EOHLC as provided in Section 4 hereof, or (b) if at any time the Comprehensive Permit is revoked and all applicable appeal periods with respect to such revocation have expired]. The rights and restrictions contained in this Agreement shall not lapse if the Project is acquired through foreclosure or deed in lieu of foreclosure or similar action, and the provisions hereof shall continue to run with and bind the Project.

(b) The Project Sponsor intends, declares and covenants on behalf of itself and its successors and assigns (i) that this Agreement and the covenants, agreements and restrictions contained herein shall be and are covenants running with the land, encumbering the Project for the term of this Agreement, and are binding upon the Project Sponsor's successors in title, (ii) are not merely personal covenants of the Project Sponsor, and (iii) shall bind the Project Sponsor, its successors and assigns and enure to the benefit of EOHLC and its successors and assigns for the term of the Agreement. Project Sponsor hereby agrees that any and all requirements of the laws of the Commonwealth of Massachusetts to be satisfied in order for the provisions of this Agreement to constitute restrictions and covenants running with the land shall be deemed to be satisfied in full and that any requirements of privity of estate are also deemed to be satisfied in full.

(c) The Resale Restrictions contained in each of the Deed Riders which are to encumber each of the Low- and Moderate-Income Units at the Project pursuant to the requirements of this Agreement shall also constitute 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. Such Resale Restrictions shall be for the benefit of both EOHLC and the Municipality and both EOHLC and the Municipality shall be deemed to be the holder of the affordable housing restriction created by the Resale Restrictions in each of the Deed Riders. EOHLC has determined that the acquiring of such affordable housing restriction is in the public interest. To the extent that the Municipality is the holder of the Resale Restrictions to be contained in each of the Deed Riders, the Director of EOHLC by the execution of this Agreement hereby approves such Resale Restrictions in each of the Deed Riders for the Low- and Moderate-Income Units of the Project as required by the provisions of G.L. c. 184, §32.

15. The Project Sponsor and the Municipality each agree to submit any information, documents, or certifications requested by EOHLC which EOHLC shall deem necessary or appropriate to evidence the continuing compliance of the Project Sponsor and the Municipality with the terms of this Agreement.

16. (a) The Project Sponsor and the Municipality each covenant and agree to give EOHLC written notice of any default, violation or breach of the obligations of the Project Sponsor or the Municipality hereunder, (with a copy to the other party to this Agreement) within seven (7) days of first discovering such default, violation or breach (a "Default Notice"). If EOHLC becomes aware of a default, violation, or breach of obligations of the Project Sponsor or the Municipality hereunder without receiving a

Default Notice from Project Sponsor or the Municipality, EOHLC shall give a notice of such default, breach or violation to the offending party (with a copy to the other party to this Agreement) (the "EOHLC Default Notice"). If any such default, violation, or breach is not cured to the satisfaction of EOHLC within thirty (30) days after the giving of the Default notice by the Project Sponsor or the Municipality, or if no Default Notice is given, then within thirty (30) days after the giving of the EOHLC Default Notice, then at EOHLC's option, and without further notice, EOHLC may terminate this Agreement, or EOHLC may apply to any state or federal court for specific performance of this Agreement, or EOHLC may exercise any other remedy at law or in equity or take any other action as may be necessary or desirable to correct non-compliance with this Agreement.

(b) If EOHLC elects to terminate this Agreement as the result of a breach, violation, or default hereof, which breach, violation, or default continues beyond the cure period set forth in this Section 16(a), then the Low- and Moderate-Income Units and any other Units at the Project which have been included in the Subsidized Housing Inventory shall from the date of such termination no longer be deemed SHI Eligible Housing for the purposes of the Act and shall be deleted from the Subsidized Housing Inventory. The foregoing sentence shall not apply to Low- and Moderate-Income Units that have been conveyed in compliance and remain in compliance with Section 3 of this Agreement.

17. The Project Sponsor represents and warrants that it has obtained the consent of all existing mortgagees of the Project to the execution and recording of this Agreement and to the terms and conditions hereof and that all such mortgagees have executed the Consent and Subordination of Mortgage to Regulatory Agreement attached hereto and made a part hereof.

18. EOHLC may delegate to the Municipality any of its oversight and enforcement responsibilities under this Agreement, with the agreement of the Municipality, by providing written notice of such delegation to the Project Sponsor and the Municipality.

[REMAINDER OF PAGE LEFT INTENTIONALLY BLANK]

Executed as a sealed instrument as of the date first above written.

HABITAT FOR HUMANITY NANTUCKET, INC.

By: _____
Its: President

By: _____
Its: Treasurer

EXECUTIVE OFFICE OF HOUSING AND
LIVABLE COMMUNITIES

By: _____
Its:

Town of Nantucket

By: _____
Its: Chair, Select Board

Attachments: Exhibit A - Legal Property Description
Exhibit B - Prices & Location of Low & Moderate Income Units
Exhibit C - Form of Deed Rider

Consent forms signed by any and all mortgagees whose mortgages are recorded prior to this Regulatory Agreement must be attached to this Regulatory Agreement.

© EOHLC When used in the Local Initiative Program, this form may not be modified without the written approval of the Executive Office of Housing and Livable Communities.

COMMONWEALTH OF MASSACHUSETTS

COUNTY OF NANTUCKET, ss.

On this _____ day of _____, 20__, before me, the undersigned notary public, personally appeared _____, proved to me through satisfactory evidence of identification, which were _____, to be the person whose name is signed on the preceding document, as _____ of the _____ [Project Sponsor], and acknowledged to me that he/she signed it voluntarily for its stated purpose.

Notary Public
My Commission Expires:

COMMONWEALTH OF MASSACHUSETTS

COUNTY OF SUFFOLK, ss.

On this _____ day of _____, 20__, before me, the undersigned notary public, personally appeared _____, proved to me through satisfactory evidence of identification, which were _____, to be the person whose name is signed on the preceding document, as _____ for the Commonwealth of Massachusetts acting by and through the Executive Office of Housing and Livable Communities, and acknowledged to me that he/she signed it voluntarily for its stated purpose.

Notary Public
My Commission Expires:

COMMONWEALTH OF MASSACHUSETTS

COUNTY OF NANTUCKET, ss. _____, 20__

On this _____ day of _____, 20__, before me, the undersigned notary public, personally appeared _____, proved to me through satisfactory evidence of identification, which were _____, to be the person whose name is signed on the preceding document, as _____ for the City/Town of _____, and acknowledged to me that he/she signed it voluntarily for its stated purpose.

Notary Public
My Commission Expires:

**CONSENT AND SUBORDINATION OF MORTGAGE
TO REGULATORY AGREEMENT**

Reference is hereby made to a certain Mortgage dated _____ given by _____
to _____, recorded with the _____ Registry of Deeds at Book _____, Page
_____ ("Mortgage").

The Undersigned, present holder of said Mortgage, hereby recognizes and consents to the execution and recording of this Agreement and agrees that the aforesaid Mortgage shall be subject and subordinate to the provisions of this Agreement, to the same extent as if said Mortgage had been registered subsequent thereto. The Undersigned further agrees that in the event of any foreclosure or exercise of remedies under said Mortgage it shall comply with the terms and conditions hereof.

[NAME OF LENDER]

By: _____
Its:

(If the Project has more than one mortgagee, add additional consent forms.)

COMMONWEALTH OF MASSACHUSETTS

COUNTY OF _____, ss.
_____, 20____

On this _____ day of _____, 20____, before me, the undersigned notary public, personally appeared _____, proved to me through satisfactory evidence of identification, which were _____, to be the person whose name is signed on the preceding document, as _____ of _____ Bank, and acknowledged to me that he/she signed it voluntarily for its stated purpose.

Notary Public
My Commission Expires:

EXHIBIT A

Re: Waitt Drive Village
(Project name)
Nantucket
(City/Town)
Habitat for Humanity Nantucket, Inc.
(Developer)

**Lots 88, 89, & 90 Waitt Drive, Nantucket
(Plan No. 2016-58; Book 1348, Page 248)
(Assessors' Map 67 Parcels 920, 921, & 922)**

EXHIBIT B

Re: Waitt Drive Village
(Project name)
Nantucket
(City/Town)
Habitat for Humanity Nantucket, Inc
(Developer)

Maximum Selling Prices, Initial Condominium Fees, and Percentage Interest Assigned to Low- and Moderate-Income Units

Dwelling Units	Sales Price	HOA/Condo Fee	Interest Rate
Two Bedroom – Single Family	\$231,750	\$70	0%
Two Bedroom – Duplex/Condo	\$224,000	\$120	0%
Three Bedroom – Single Family	\$275,000	\$70	0%

Location of Low- and Moderate-Income Units

The housing units which are Low- and Moderate-Income Units are those designated as street numbers 5,7, and 9 Waitt Drive on:

- ☒ a plan of land entitled Plan No. 2016-58 recorded with the Nantucket Registry of Deeds in Book 1348, Page 248.
- ☐ floor plans recorded with the Master Deed of the _____ recorded with the _____ Registry of Deeds in Book _____, Page _____.

LOCAL INITIATIVE PROGRAM
AFFORDABLE HOUSING DEED RIDER

***For Projects in Which
Affordability Restrictions Survive Foreclosure***

This LOCAL INITIATIVE PROGRAM AFFORDABLE HOUSING DEED RIDER is made part of that certain deed (the "Deed") of certain property (the "Property") from **Habitat for Humanity Nantucket, Inc** ("Grantor") to _____ ("Owner") dated _____, 20____. The Property is located in the city/town of Nantucket (the "Municipality").

RECITALS

WHEREAS, the Grantor is conveying that certain real property more particularly described in the Deed to the Owner at a consideration which is at or less than the fair market value of the Property; and

WHEREAS, the Property is part of a project which was: [check all that are applicable]

- (i) subject to a Regulatory Agreement among Habitat for Humanity Nantucket, Inc. (HFHN) (the "Developer"), [☐] Massachusetts Housing Finance Agency ("MassHousing"), [X] the Massachusetts Executive Office of Housing and Livable Communities ("EOHLC"), as successor agency to the Department of Housing and Community Development, and duly organized and existing pursuant to Chapter 23B, as amended by Chapter 7 of the Acts of 2023, and [X] the Municipality; dated _____ and recorded/filed with the Registry in Book _____, Page _____/Document No. _____ (the "Regulatory Agreement"); and

WHEREAS, pursuant to the Program, eligible purchasers such as the Owner are given the opportunity to purchase residential property at or less than its fair market value if the purchaser agrees to certain use and transfer restrictions, including an agreement to occupy the property as a principal residence and to convey the property for an amount not greater than a maximum resale price, all as more fully provided herein; and

WHEREAS, EOHLC and the city/town of Nantucket_(and/or their designee) (singly, or if more than one entity is listed, collectively, the "Monitoring Agent") is obligated by the Program or has been retained to monitor compliance with and to enforce the terms of this Deed Rider, and eligible purchasers such as the Owner may be required to pay to the Monitoring Agent, or its successor, a small percentage of the resale price upon the

Owner's conveyance of the Property, as set out in the Regulatory Agreement and as more fully provided herein; and

WHEREAS, the rights and restrictions granted herein to the Monitoring Agent serve the public's interest in the creation and retention of affordable housing for persons and households of low- and moderate-income and in the restricting of the resale price of property in order to assure its affordability by future low- and moderate-income purchasers.

NOW, THEREFORE, as further consideration for the conveyance of the Property at or less than fair market value, the Grantor and the Owner, including his/her/their heirs, successors and assigns, hereby agree that the Property shall be subject to the following rights and restrictions which are imposed for the benefit of, and shall be enforceable by, the Municipality and the Monitoring Agent, and, if EOHLC is a party to the Regulatory Agreement and is not the Monitoring Agent, by EOHLC.

1. Definitions. In this Deed Rider, in addition to the terms defined above, the following words and phrases shall have the following meanings:

Affordable Housing Fund means a fund established by the Municipality for the purpose of reducing the cost of housing for Eligible Purchasers or for the purpose of encouraging, creating, or subsidizing the construction or rehabilitation of housing for Eligible Purchasers or, if no such fund exists, a fund established by the Municipality pursuant to Massachusetts General Laws Chapter 44 Section 53A, et seq.

Applicable Foreclosure Price shall have the meaning set forth in Section 7(b) hereof.

Appropriate Size Household means a household containing a number of members equal to the number of bedrooms in the Property plus one.

Approved Capital Improvements means the documented commercially reasonable cost of extraordinary capital improvements made to the Property by the Owner; provided that the Monitoring Agent shall have given written authorization for incurring such cost prior to the cost being incurred and that the original cost of such improvements shall be discounted over the course of their useful life.

Area means the Primary Metropolitan Statistical Area or non-metropolitan area that includes the Municipality, as determined by HUD, which in this case is the Nantucket MSA/HMFA.

Area Median Income means the most recently published median income for the Area adjusted for household size as determined by HUD. If HUD discontinues publication of Area Median Income, the income statistics used by MassHousing for its low- and moderate-income housing programs shall apply.

Base Income Number means the Area Median Income for a four (4)-person household. Currently, the AMI for the County of Nantucket MSA/HMFA is \$_____.

Chief Executive Officer shall mean the mayor in a city or the board of selectmen in a town unless some other municipal office is designated to be the chief executive officer under the provisions of a local charter.

Closing shall have the meaning set forth in Section 5(b) hereof.

Compliance Certificate shall have the meaning set forth in Section 6(a) hereof.

Conveyance Notice shall have the meaning set forth in Section 4(a) hereof.

Eligible Purchaser means an individual or household earning no more than eighty percent (80%) of Area Median Income and owning assets not in excess of the limit set forth in the Program Guidelines. To be considered an Eligible Purchaser, the individual or household must intend to occupy and thereafter must occupy the Property as his, her or their principal residence and must provide to the Monitoring Agent such certifications as to income, assets and residency as the Monitoring Agent may require to determine eligibility as an Eligible Purchaser. An Eligible Purchaser shall be a First-Time Homebuyer if required by the Program and as specified in the Regulatory Agreement.

First-Time Homebuyer means an individual or household, of which no household member has had an ownership interest in a principal residence at any time during the three (3)-year period prior to the date of qualification as an Eligible Purchaser, except that (i) any individual who is a displaced homemaker (as may be defined by EOHLC) (ii) and any individual age 55 or over (applying for age 55 or over housing) shall not be excluded from consideration as a First-Time Homebuyer under this definition on the basis that the individual, owned a home or had an ownership interest in a principal residence at any time during the three (3)-year period.

Foreclosure Notice shall have the meaning set forth in Section 7(a) hereof.

HUD means the United States Department of Housing and Urban Development.

Ineligible Purchaser means an individual or household not meeting the requirements to be eligible as an Eligible Purchaser.

Maximum Resale Price means the sum of (i) the Base Income Number (at the time of resale) multiplied by the Resale Price Multiplier, plus (ii) the Resale Fee and any necessary marketing expenses (including broker's fees) as may have been approved by the Monitoring Agent, plus (iii) Approved Capital Improvements, if any (the original cost of which shall have been discounted over time, as calculated by the Monitoring Agent); provided that in no event shall the Maximum Resale Price be greater than the purchase price for which a credit-worthy Eligible Purchaser earning seventy percent (70%) of the Area Median Income (or, if checked [] _____ percent (____%) of Area Median

Income, as required by the Program) of Area Median Income, as required by the Program) for an Appropriate Size Household could obtain mortgage financing (as such purchase price is determined by the Monitoring Agent using the same methodology then used by EOHLC for its Local Initiative Program or similar comprehensive permit program); and further provided that the Maximum Resale Price shall not be less than the purchase price paid for the Property by the Owner unless the Owner agrees to accept a lesser price.

Monitoring Services Agreement means any Monitoring Services Agreement for monitoring and enforcement of this Deed Rider among some or all of the Developer, the Monitoring Agent, the Municipality, MassHousing and EOHLC.

Mortgage Satisfaction Amount shall have the meaning set forth in Section 7(b) hereof.

Mortgagee shall have the meaning set forth in Section 7(a) hereof.

Program Guidelines means the regulations and/or guidelines issued for the applicable Program and controlling its operations, as amended from time to time.

Resale Fee means a fee of **Two Percent (2%)** of the Base Income Number (at the time of resale) multiplied by the Resale Price Multiplier, to be paid to the Monitoring Agent as compensation for monitoring and enforcing compliance with the terms of this Deed Rider, including the supervision of the resale process.

Resale Price Certificate means the certificate issued as may be specified in the Regulatory Agreement and recorded with the first deed of the Property from the Developer, or the subsequent certificate (if any) issued as may be specified in the Regulatory Agreement, which sets forth the Resale Price Multiplier to be applied on the Owner's sale of the Property, as provided herein, for so long as the restrictions set forth herein continue. In the absence of contrary specification in the Regulatory Agreement the Monitoring Agent shall issue the certificate.

Resale Price Multiplier means the number calculated by dividing the Property's initial sale price by the Base Income Number at the time of the initial sale from the Developer to the first Eligible Purchaser. The Resale Price Multiplier will be multiplied by the Base Income Number at the time of the Owner's resale of the Property to determine the Maximum Resale Price on such conveyance subject to adjustment for the Resale Fee, marketing expenses and Approved Capital Improvements. In the event that the purchase price paid for the Property by the Owner includes such an adjustment a new Resale Price Multiplier will be recalculated by the Monitoring Agent by dividing the purchase price so paid by the Base Income Number at the time of such purchase, and a new Resale Price Certificate will be issued and recorded reflecting the new Resale Price Multiplier. A Resale Price Multiplier of _____ is hereby assigned to the Property.

Term means in perpetuity, unless earlier terminated by (i) the termination of the term of affordability set forth in the Regulatory Agreement or Comprehensive Permit, whichever

is longer; or (ii) the recording of a Compliance Certificate and a new Deed Rider executed by the purchaser in form and substance substantially identical to this Deed Rider establishing a new term.

2. Owner-Occupancy/Principal Residence. The Property shall be occupied and used by the Owner's household exclusively as his, her or their principal residence. Any use of the Property or activity thereon which is inconsistent with such exclusive residential use is expressly prohibited.

3. Restrictions Against Leasing, Refinancing and Junior Encumbrances. The Property shall not be leased, rented, refinanced, encumbered (voluntarily or otherwise) or mortgaged without the prior written consent of the Monitoring Agent; provided that this provision shall not apply to a first mortgage granted on the date hereof in connection with this conveyance from Grantor to Owner securing indebtedness not greater than one hundred percent (100%) of the purchase price. Any rents, profits, or proceeds from any transaction described in the preceding sentence which transaction has not received the requisite written consent of the Monitoring Agent shall be paid upon demand by Owner to the Municipality for deposit to its Affordable Housing Fund. The Monitoring Agent or Municipality may institute proceedings to recover such rents, profits or proceeds, and costs of collection, including attorneys' fees. Upon recovery, after payment of costs, the balance shall be paid to the Municipality for deposit to its Affordable Housing Fund. In the event that the Monitoring Agent consents for good cause to any such lease, refinancing, encumbrance or mortgage, it shall be a condition to such consent that all rents, profits or proceeds from such transaction, which exceed the actual carrying costs of the Property as determined by the Monitoring Agent, shall be paid to the Municipality for deposit to its Affordable Housing Fund.

4. Options to Purchase.

(a) When the Owner or any successor in title to the Owner shall desire to sell, dispose of or otherwise convey the Property, or any portion thereof, the Owner shall notify the Monitoring Agent and the Municipality in writing of the Owner's intention to so convey the Property (the "Conveyance Notice"). Upon receipt of the Conveyance Notice, the Monitoring Agent shall (i) calculate the Maximum Resale Price which the Owner may receive on the sale of the Property based upon the Base Income Number in effect as of the date of the Conveyance Notice and the Resale Price Multiplier set forth in the most recently recorded Resale Price Certificate together with permissible adjustments for the Resale Fee, marketing expenses and Approved Capital Improvements (as discounted), and (ii) promptly begin marketing efforts. The Owner shall fully cooperate with the Monitoring Agent's efforts to locate an Eligible Purchaser and, if so requested by the Monitoring Agent, shall hire a broker selected by the Monitoring Agent to assist in locating an Eligible Purchaser ready, willing and able to purchase the Property at the Maximum Resale Price after entering a purchase and sale agreement. Pursuant to such agreement, sale to the Eligible Purchaser at the Maximum Resale Price shall occur within ninety (90) days after the Monitoring Agent receives the Conveyance Notice or such

further time as reasonably requested to arrange for details of closing. If the Owner fails to cooperate in such resale efforts, including a failure to agree to reasonable terms in the purchase and sale agreement, the Monitoring Agent may extend the 90-day period for a period commensurate with the time the lack of cooperation continues, as determined by the Monitoring Agent in its reasonable discretion. In such event, the Monitoring Agent shall give Owner written notice of the lack of cooperation and the length of the extension added to the 90-day period.

(b) The Monitoring Agent shall ensure that diligent marketing efforts are made to locate an Eligible Purchaser ready, willing and able to purchase the Property at the Maximum Resale Price within the time period provided in subsection (a) above and to enter the requisite purchase and sale agreement. If more than one Eligible Purchaser is located, the Monitoring Agent shall conduct a lottery or other like procedure to determine which Eligible Purchaser shall be entitled to enter a purchase and sale agreement with Owner and to purchase the Property. Preference shall be given to Appropriate Size Households. The procedure for marketing and selecting an Eligible Purchaser shall be approved as provided in the Regulatory Agreement and any applicable Program Guidelines. If an Eligible Purchaser is located within ninety (90) days after receipt of the Conveyance Notice, but such Eligible Purchaser proves unable to secure mortgage financing so as to be able to complete the purchase of the Property pursuant to the purchase and sale agreement, following written notice to Owner within the 90-day period the Monitoring Agent shall have an additional sixty (60) days to locate another Eligible Purchaser who will enter a purchase and sale agreement and purchase the Property by the end of such sixty (60)-day period or such further time as reasonably requested to carry out the purchase and sale agreement.

(c) In lieu of sale to an Eligible Purchaser, the Monitoring Agent or the Municipality or designee shall also have the right to purchase the Property at the Maximum Resale Price, in which event the purchase and sale agreement shall be entered, and the purchase shall occur within ninety (90) days after receipt of the Conveyance Notice or, within the additional sixty (60)-day period specified in subsection (b) above, or such further time as reasonably requested to carry out the purchase and sale agreement. Any lack of cooperation by Owner in measures reasonably necessary to effect the sale shall extend the 90-day period by the length of the delay caused by such lack of cooperation. The Monitoring Agent shall promptly give Owner written notice of the lack of cooperation and the length of the extension added to the 90-day period. In the event of such a sale to the Monitoring Agent or Municipality or designee, the Property shall remain subject to this Deed Rider and shall thereafter be sold or rented to an Eligible Purchaser as may be more particularly set forth in the Regulatory Agreement.

(d) If an Eligible Purchaser fails to purchase the Property within the 90-day period (or such further time determined as provided herein) after receipt of the Conveyance Notice, and the Monitoring Agent or Municipality or designee does not purchase the Property during said period, then the Owner may convey the Property to an Ineligible Purchaser no earlier than thirty (30) days after the end of said period at the

Maximum Resale Price, but subject to all rights and restrictions contained herein; provided that the Property shall be conveyed subject to a Deed Rider identical in form and substance to this Deed Rider which the Owner agrees to execute, to secure execution by the Ineligible Purchaser and to record with the Deed; and further provided that, if more than one Ineligible Purchaser is ready, willing and able to purchase the Property the Owner will give preference and enter a purchase and sale agreement with any individuals or households identified by the Monitoring Agent as an Appropriate Size Household earning more than eighty percent (80%) but less than one hundred twenty percent (120%) of the Area Median Income.

(e) The priority for exercising the options to purchase contained in this Section 4 shall be as follows: (i) an Eligible Purchaser located and selected by the Monitoring Agent, as provided in subsection (b) above, (ii) the Municipality or its designee, as provided in subsection (c) above, and (iii) an Ineligible Purchaser, as provided in subsection (d) above.

(f) Nothing in this Deed Rider or the Regulatory Agreement constitutes a promise, commitment or guarantee by EOHLC, MassHousing, the Municipality or the Monitoring Agent that upon resale the Owner shall actually receive the Maximum Resale Price for the Property or any other price for the Property.

(g) The holder of a mortgage on the Property is not obligated to forbear from exercising the rights and remedies under its mortgage, at law or in equity, after delivery of the Conveyance Notice.

5. Delivery of Deed.

(a) In connection with any conveyance pursuant to an option to purchase as set forth in Section 4 above, the Property shall be conveyed by the Owner to the selected purchaser by a good and sufficient quitclaim deed conveying a good and clear record and marketable title to the Property free from all encumbrances except (i) such taxes for the then current year as are not due and payable on the date of delivery of the deed, (ii) any lien for municipal betterments assessed after the date of the Conveyance Notice, (iii) provisions of local building and zoning laws, (iv) all easements, restrictions, covenants and agreements of record specified in the deed from the Owner to the selected purchaser, (v) such additional easements, restrictions, covenants and agreements of record as the selected purchaser consents to, such consent not to be unreasonably withheld or delayed, (vi) the Regulatory Agreement, and (vii), except as otherwise provided in the Compliance Certificate, a Deed Rider identical in form and substance to this Deed Rider which the Owner hereby agrees to execute, to secure execution by the selected purchaser, and to record with the deed. **Said deed shall clearly state that it is made subject to the Deed Rider which is made part of the deed.** Failure to comply with the preceding sentence shall not affect the validity of the conveyance from the Owner to the selected purchaser or the enforceability of the restrictions herein.

(b) Said deed, including the approved Deed Rider, shall be delivered and the purchase price paid (the "Closing") at the Registry, or at the option of the selected purchaser, exercised by written notice to the Owner at least five (5) days prior to the delivery of the deed, at such other place as the selected purchaser may designate in said notice. The Closing shall occur at such time and on such date as shall be specified in a written notice from the selected purchaser to the Owner, which date shall be at least five (5) days after the date on which such notice is given, and no later than the end of the time period specified in Section 4(a) above.

(c) To enable Owner to make conveyance as herein provided, Owner may, if Owner so desires at the time of delivery of the deed, use the purchase money or any portion thereof to clear the title of any or all encumbrances or interests, all instruments with respect thereto to be recorded simultaneously with the delivery of said deed. Nothing contained herein as to the Owner's obligation to remove defects in title or to make conveyance or to deliver possession of the Property in accordance with the terms hereof, as to use of proceeds to clear title or as to the election of the selected purchaser to take title, nor anything else in this Deed Rider shall be deemed to waive, impair or otherwise affect the priority of the rights herein over matters appearing of record, or occurring, at any time after the recording of this Deed Rider, all such matters so appearing or occurring being subject and subordinate in all events to the rights herein.

(d) Water and sewer charges and taxes for the then current tax period shall be apportioned and fuel value shall be adjusted as of the date of Closing and the net amount thereof shall be added to or deducted from, as the case may be, the purchase price payable by the selected purchaser.

(e) Full possession of the Property free from all occupants is to be delivered at the time of the Closing, the Property to be then in the same condition as it is in on the date of the execution of the purchase and sale agreement, reasonable wear and tear only excepted.

(f) If Owner shall be unable to give title or to make conveyance as above required, or if any change of condition in the Property not included in the above exception shall occur, then Owner shall be given a reasonable time not to exceed thirty (30) days after the date on which the Closing was to have occurred in which to remove any defect in title or to restore the Property to the condition herein required. The Owner shall use best efforts to remove any such defects in the title, whether voluntary or involuntary, and to restore the Property to the extent permitted by insurance proceeds or condemnation award. The Closing shall occur fifteen (15) days after notice by Owner that such defect has been cured or that the Property has been so restored. The selected purchaser shall have the election, at either the original or any extended time for performance, to accept such title as the Owner can deliver to the Property in its then condition and to pay therefor the purchase price without deduction, in which case the Owner shall convey such title, except that in the event of such conveyance in accordance with the provisions of this clause, if the Property shall have been damaged by fire or casualty insured against or if

a portion of the Property shall have been taken by a public authority, then the Owner shall, unless the Owner has previously restored the Property to its former condition, either:

- (A) pay over or assign to the selected purchaser, on delivery of the deed, all amounts recovered or recoverable on account of such insurance or condemnation award less any amounts reasonably expended by the Owner for any partial restoration, or
- (B) if a holder of a mortgage on the Property shall not permit the insurance proceeds or the condemnation award or part thereof to be used to restore the Property to its former condition or to be so paid over or assigned, give to the selected purchaser a credit against the purchase price, on delivery of the deed, equal to said amounts so retained by the holder of the said mortgage less any amounts reasonably expended by the Owner for any partial restoration.

6. Resale and Transfer Restrictions.

(a) Except as otherwise provided herein, the Property or any interest therein shall not at any time be sold by the Owner, or the Owner's successors and assigns, and no attempted sale shall be valid, unless the aggregate value of all consideration and payments of every kind given or paid by the selected purchaser of the Property for and in connection with the transfer of such Property, is equal to or less than the Maximum Resale Price for the Property, and unless a certificate (the "Compliance Certificate") is obtained and recorded, signed and acknowledged by the Monitoring Agent which Compliance Certificate refers to the Property, the Owner, the selected purchaser thereof, and the Maximum Resale Price therefor, and states that the proposed conveyance, sale or transfer of the Property to the selected purchaser is in compliance with the rights, restrictions, covenants and agreements contained in this Deed Rider, and unless there is also recorded a new Deed Rider executed by the selected purchaser, which new Deed Rider is identical in form and substance to this Deed Rider.

(b) The Owner, any good faith purchaser of the Property, any lender or other party taking a security interest in such Property and any other third party may rely upon a Compliance Certificate as conclusive evidence that the proposed conveyance, sale or transfer of the Property to the selected purchaser is in compliance with the rights, restrictions, covenants and agreements contained in this Deed Rider, and may record such Compliance Certificate in connection with the conveyance of the Property.

(c) Within ten (10) days of the closing of the conveyance of the Property from the Owner to the selected purchaser, the Owner shall deliver to the Monitoring Agent a copy of the Deed of the Property, including the deed rider, together with recording information. Failure of the Owner, or Owner's successors or assigns to comply with the

preceding sentence shall not affect the validity of such conveyance or the enforceability of the restrictions herein.

7. Survival of Restrictions Upon Exercise of Remedies by Mortgagees.

(a) The holder of record of any mortgage on the Property (each, a "Mortgagee") shall notify the Monitoring Agent, the Municipality and any senior Mortgagee(s) in the event of any default for which the Mortgagee intends to commence foreclosure proceedings or similar remedial action pursuant to its mortgage (the "Foreclosure Notice"), which notice shall be sent to the Monitoring Agent and the Municipality as set forth in this Deed Rider, and to the senior Mortgagee(s) as set forth in such senior Mortgagee's mortgage, not less than one hundred twenty (120) days prior to the foreclosure sale or the acceptance of a deed in lieu of foreclosure. The Owner expressly agrees to the delivery of the Foreclosure Notice and any other communications and disclosures made by the Mortgagee pursuant to this Deed Rider.

(b) The Owner grants to the Municipality or its designee the right and option to purchase the Property upon receipt by the Municipality of the Foreclosure Notice. In the event that the Municipality intends to exercise its option, the Municipality or its designee shall purchase the Property within one hundred twenty (120) days of receipt of such notice, at a price equal to the greater of (i) the sum of the outstanding principal balance of the note secured by such foreclosing Mortgagee's mortgage, together with the outstanding principal balance(s) of any note(s) secured by mortgage(s) senior in priority to such mortgage (but in no event shall the aggregate amount thereof be greater than one hundred percent (100%) of the Maximum Resale Price calculated at the time of the granting of the mortgage) plus all future advances, accrued interest and all reasonable costs and expenses which the foreclosing Mortgagee and any senior Mortgagee(s) are entitled to recover pursuant to the terms of such mortgages (the "Mortgage Satisfaction Amount"), and (ii) the Maximum Resale Price (which for this purpose may be less than the purchase price paid for the Property by the Owner) (the greater of (i) and (ii) above herein referred to as the "Applicable Foreclosure Price"). The Property shall be sold and conveyed in its then-current "as is, where is" condition, without representation or warranty of any kind, direct or indirect, express or implied, and with the benefit of and subject to all rights, rights of way, restrictions, easements, covenants, liens, improvements, housing code violations, public assessments, any and all unpaid federal or state taxes (subject to any rights of redemption for unpaid federal taxes), municipal liens and any other encumbrances of record then in force and applicable to the Property having priority over such foreclosing Mortgagee's mortgage, and further subject to a Deed Rider identical in form and substance to this Deed Rider which the Owner hereby agrees to execute, to secure execution by the Municipality or its designee, and to record with the deed, except that (i) during the term of ownership of the Property by the Municipality or its designee the owner-occupancy requirements of Section 2 hereof shall not apply (unless the designee is an Eligible Purchaser), and (ii) the Maximum Resale Price shall be recalculated based on the price paid for the Property by the Municipality or its designee, but not greater than the Applicable Foreclosure Price. **Said deed shall clearly state that it is made subject**

to the Deed Rider which is made part of the deed. Failure to comply with the preceding sentence shall not affect the validity of the conveyance from the Owner to the Municipality or its designee or the enforceability of the restrictions herein.

(c) Not earlier than one hundred twenty (120) days following the delivery of the Foreclosure Notice to the Monitoring Agent, the Municipality and any senior Mortgagee(s) pursuant to subsection (a) above, the foreclosing Mortgagee may conduct the foreclosure sale or accept a deed in lieu of foreclosure. The Property shall be sold and conveyed in its then-current "as is, where is" condition, without representation or warranty of any kind, direct or indirect, express or implied, and with the benefit of and subject to all rights, rights of way, restrictions, easements, covenants, liens, improvements, housing code violations, public assessments, any and all unpaid federal or state taxes (subject to any rights of redemption for unpaid federal taxes), municipal liens and any other encumbrances of record then in force and applicable to the Property having priority over the foreclosing Mortgagee's mortgage, and further subject to a Deed Rider, as set forth below.

(d) In the event that the foreclosing Mortgagee conducts a foreclosure sale or other proceeding enforcing its rights under its mortgage and the Property is sold for a price in excess of the greater of the Maximum Resale Price and the Mortgage Satisfaction Amount, such excess shall be paid to the Municipality for its Affordable Housing Fund after (i) a final judicial determination, or (ii) a written agreement of all parties who, as of such date hold (or have been duly authorized to act for other parties who hold) a record interest in the Property, that the Municipality is entitled to such excess. The legal costs of obtaining any such judicial determination or agreement shall be deducted from the excess prior to payment to the Municipality. To the extent that the Owner possesses any interest in any amount which would otherwise be payable to the Municipality under this paragraph, to the fullest extent permissible by law, the Owner hereby assigns its interest in such amount to the Mortgagee for payment to the Municipality.

(e) If any Mortgagee shall acquire the Property by reason of foreclosure or upon conveyance of the Property in lieu of foreclosure, which shall include the Federal National Mortgage Association ("Fannie Mae") when it is assignee of the Mortgagee's rights after such foreclosure or conveyance, then the rights and restrictions contained herein shall apply to such Mortgagee upon such acquisition of the Property and to any purchaser of the Property from such Mortgagee, and the Property shall be conveyed subject to a Deed Rider identical in form and substance to this Deed Rider, which the Mortgagee that has so acquired the Property agrees to annex to the deed and to record with the deed, except that (i) during the term of ownership of the Property by such Mortgagee the owner-occupancy requirements of Section 2 hereof shall not apply, (ii) the title covenants required under Section 5 shall not apply only as to a subsequent REO conveyance by Fannie Mae, and (iii) the Maximum Resale Price shall be recalculated based on the price paid for the Property by such Mortgagee at the foreclosure sale, but not greater than the Applicable Foreclosure Price. **Said deed shall clearly state that it is made subject to the Deed Rider which is made part of the deed.** Failure to comply

with the preceding sentence shall not affect the validity of the conveyance to the Mortgagee or the enforceability of the restrictions herein.

(f) If any party other than a Mortgagee shall acquire the Property by reason of foreclosure or upon conveyance of the Property in lieu of foreclosure, the Property shall be conveyed subject to a Deed Rider identical in form and substance to this Deed Rider, which the foreclosing Mortgagee agrees to annex to the deed and to record with the deed, except that (i) if the purchaser at such foreclosure sale or assignee of a deed in lieu of foreclosure is an Ineligible Purchaser, then during the term of ownership of the Property by such Ineligible Purchaser, the owner-occupancy requirements of Section 2 hereof shall not apply, and (ii) the Maximum Resale Price shall be recalculated based on the price paid for the Property by such third party purchaser at the foreclosure sale, but not greater than the Applicable Foreclosure Price. **Said deed shall clearly state that it is made subject to the Deed Rider which is made part of the deed.** Failure to comply with the preceding sentence shall not affect the validity of the conveyance to such third party purchaser or the enforceability of the restrictions herein.

(g) Upon satisfaction of the requirements contained in this Section 7, the Monitoring Agent shall issue a Compliance Certificate to the foreclosing Mortgagee which, upon recording in the Registry, may be relied upon as provided in Section 6(b) hereof as conclusive evidence that the conveyance of the Property pursuant to this Section 7 is in compliance with the rights, restrictions, covenants and agreements contained in this Deed Rider.

(h) The Owner understands and agrees that nothing in this Deed Rider or the Regulatory Agreement (i) in any way constitutes a promise or guarantee by MassHousing, EOHLC, the Municipality or the Monitoring Agent that the Mortgagee shall actually receive the Mortgage Satisfaction Amount, the Maximum Resale Price for the Property or any other price for the Property, or (ii) impairs the rights and remedies of the Mortgagee in the event of a deficiency.

(i) If a Foreclosure Notice is delivered after the delivery of a Conveyance Notice as provided in Section 4(a) hereof, the procedures set forth in this Section 7 shall supersede the provisions of Section 4 hereof.

8. Covenants to Run With the Property.

(a) This Deed Rider, including all restrictions, rights and covenants contained herein, is an affordable housing restriction as that term is defined in Section 31 of Chapter 184 of the Massachusetts General Laws, having the benefit of Section 32 of such Chapter 184, and is enforceable as such. This Deed Rider has been approved by the Undersecretary of EOHLC.

(b) In confirmation thereof the Grantor and the Owner intend, declare and covenant (i) that this Deed Rider, including all restrictions, rights and covenants contained herein, shall be and are covenants running with the land, encumbering the Property for the Term, and are binding upon the Owner and the Owner's successors in title and assigns, (ii) are not merely personal covenants of the Owner, and (iii) shall inure to the benefit of and be enforceable by the Municipality, the Monitoring Agent and EOHLC and their successors and assigns, for the Term. Owner hereby agrees that any and all requirements of the laws of the Commonwealth of Massachusetts have been satisfied in order for the provisions of this Deed Rider to constitute restrictions and covenants running with the land and that any requirements of privity of estate have been satisfied in full.

9. Notice. Any notices, demands or requests that may be given under this Deed Rider shall be sufficiently served if given in writing and delivered by hand or mailed by certified or registered mail, postage prepaid, return receipt requested, to the following entities and parties in interest at the addresses set forth below, or such other addresses as may be specified by any party (or its successor) by such notice.

Municipality:

Grantor:

Owner:

Monitoring Agent(s): (1) Director, Local Initiative Program
EOHLC
100 Cambridge Street
Boston, MA 02114

(2) Housing Nantucket (??)

Any such notice, demand or request shall be deemed to have been given on the day it is hand delivered or mailed.

10. Further Assurances. The Owner agrees from time to time, as may be reasonably required by the Monitoring Agent, to furnish the Monitoring Agent upon its request with a written statement, signed and, if requested, acknowledged, setting forth

the condition and occupancy of the Property, information concerning the resale of the Property and other material information pertaining to the Property and the Owner's conformance with the requirements of the Comprehensive Permit, Program and Program Guidelines, as applicable.

11. Enforcement.

(a) The rights hereby granted shall include the right of the Municipality and the Monitoring Agent to enforce this Deed Rider independently by appropriate legal proceedings and to obtain injunctive and other appropriate relief on account of any violations including without limitation relief requiring restoration of the Property to the condition, affordability or occupancy which existed prior to the violation impacting such condition, affordability or occupancy (it being agreed that there shall be no adequate remedy at law for such violation), and shall be in addition to, and not in limitation of, any other rights and remedies available to the Municipality and the Monitoring Agent.

(b) Without limitation of any other rights or remedies of the Municipality and the Monitoring Agent, or their successors and assigns, in the event of any sale, conveyance or other transfer or occupancy of the Property in violation of the provisions of this Deed Rider, the Municipality and Monitoring Agent shall be entitled to the following remedies, which shall be cumulative and not mutually exclusive:

- (i) specific performance of the provisions of this Deed Rider;
- (ii) money damages for charges in excess of the Maximum Resale Price, if applicable;
- (iii) if the violation is a sale of the Property to an Ineligible Purchaser except as permitted herein, the Monitoring Agent and the Municipality shall have the option to locate an Eligible Purchaser to purchase or itself purchase the Property from the Ineligible Purchaser on the terms and conditions provided herein; the purchase price shall be a price which complies with the provisions of this Deed Rider; specific performance of the requirement that an Ineligible Purchaser shall sell, as herein provided, may be judicially ordered.
- (iv) the right to void any contract for sale or any sale, conveyance or other transfer of the Property in violation of the provisions of this Deed Rider in the absence of a Compliance Certificate, by an action in equity to enforce this Deed Rider; and
- (v) money damages for the cost of creating or obtaining a comparable dwelling unit for an Eligible Purchaser.

(c) In addition to the foregoing, the Owner hereby agrees and shall be obligated to pay all fees and expenses (including legal fees) of the Monitoring Agent and/or the Municipality in the event successful enforcement action is taken against the Owner or Owner's successors or assigns. The Owner hereby grants to the Monitoring Agent and the Municipality a lien on the Property, junior to the lien of any institutional holder of a first mortgage on the Property, to secure payment of such fees and expenses in any successful enforcement action. The Monitoring Agent and the Municipality shall be entitled to seek recovery of fees and expenses incurred in a successful enforcement action of this Deed Rider against the Owner and to assert such a lien on the Property to secure payment by the Owner of such fees and expenses. Notwithstanding anything herein to the contrary, in the event that the Monitoring Agent and/or Municipality fails to enforce this Deed Rider as provided in this Section, EOHLC, if it is not named as Monitoring Agent, shall have the same rights and standing to enforce this Deed Rider as the Municipality and Monitoring Agent.

(d) The Owner for himself, herself or themselves and his, her or their successors and assigns, hereby grants to the Monitoring Agent and the Municipality the right to take all actions with respect to the Property which the Monitoring Agent or Municipality may determine to be necessary or appropriate pursuant to applicable law, court order, or the consent of the Owner to prevent, remedy or abate any violation of this Deed Rider.

12. Monitoring Agent Services; Fees. The Monitoring Agent shall monitor compliance of the Project and enforce the requirements of this Deed Rider. As partial compensation for providing these services, a Resale Fee [☒] shall [☐] shall not be payable to the Monitoring Agent on the sale of the Property to an Eligible Purchaser or any other purchaser in accordance with the terms of this Deed Rider. This fee, if imposed, shall be paid by the Owner herein as a closing cost at the time of Closing, and payment of the fee to the Monitoring Agent shall be a condition to delivery and recording of its certificate, failing which the Monitoring Agent shall have a claim against the new purchaser, his, her or their successors or assigns, for which the Monitoring Agent may bring an action and may seek an attachment against the Property.

13. Actions by Municipality. Any action required or allowed to be taken by the Municipality hereunder shall be taken by the Municipality's Chief Executive Officer or designee.

14. Severability. If any provisions hereof or the application thereof to any person or circumstance are judicially determined, to any extent, to be invalid or unenforceable, the remainder hereof, or the application of such provision to the persons or circumstances other than those as to which it is held invalid or unenforceable, shall not be affected thereby.

15. Independent Counsel. THE OWNER ACKNOWLEDGES THAT HE, SHE, OR THEY HAVE READ THIS DOCUMENT IN ITS ENTIRETY AND HAS HAD THE

OPPORTUNITY TO CONSULT LEGAL AND FINANCIAL ADVISORS OF HIS, HER OR THEIR CHOOSING REGARDING THE EXECUTION, DELIVERY AND PERFORMANCE OF THE OBLIGATIONS HEREUNDER.

16. Binding Agreement. This Deed Rider shall bind and inure to the benefit of the persons, entities and parties named herein and their successors or assigns as are permitted by this Deed Rider.

17. Amendment. This Deed Rider may not be rescinded, modified or amended, in whole or in part, without the written consent of the Monitoring Agent, the Municipality and the holder of any mortgage or other security instrument encumbering all or any portion of the Property, which written consent shall be recorded with the Registry.

Executed as a sealed instrument this _____ day of _____, 20____.

Grantor:

Owner: _____

By: _____

By: _____

Its:

COMMONWEALTH OF MASSACHUSETTS

_____, ss.

On this _____ day of _____, 20____, before me, the undersigned notary public, personally appeared _____, _____ of _____, proved to me through satisfactory evidence of identification, which was my personal knowledge, 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 _____ of _____, and as the voluntary act of _____.

Notary Public

My commission expires:

COMMONWEALTH OF MASSACHUSETTS

_____ County, ss.

On this _____ day of _____, 20____, before me, the undersigned notary public, personally appeared _____, proved to me through satisfactory evidence of identification, which was [*check one*]: ☐ a current driver's license, ☐ a current U.S. passport, ☐ my personal knowledge, to be the person whose name is signed on the preceding document, and acknowledged to me that he/she signed it voluntarily for its stated purpose.

Notary Public

My commission expires:

Attachment 4

Developer's Legal Existence

(Please note: there is no Attachment 5)



The Commonwealth of Massachusetts
Secretary of the Commonwealth
State House, Boston, Massachusetts 02133

William Francis Galvin
Secretary of the
Commonwealth

Date: January 09, 2024

To Whom It May Concern :

I hereby certify that according to the records of this office,

HABITAT FOR HUMANITY NANTUCKET, INC.

is a domestic corporation organized on **July 06, 2001**

I further certify that there are no proceedings presently pending under the Massachusetts General Laws Chapter 180 section 26 A, for revocation of the charter of said corporation; that the State Secretary has not received notice of dissolution of the corporation pursuant to Massachusetts General Laws, Chapter 180, Section 11, 11A, or 11B; that said corporation has filed all annual reports, and paid all fees with respect to such reports, and so far as appears of record said corporation has legal existence and is in good standing with this office.



In testimony of which,
I have hereunto affixed the
Great Seal of the Commonwealth
on the date first above written.

William Francis Galvin

Secretary of the Commonwealth

Certificate Number: 24010143720

Verify this Certificate at: <http://corp.sec.state.ma.us/CorpWeb/Certificates/Verify.aspx>

Processed by: bod



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

November 16, 2023

Mr. Ray Pohl
Chairman, Historic District Commission
Town of Nantucket
2 Fairgrounds Road
Nantucket MA 02554

Dear Mr. Pohl:

I am writing on behalf of Nantucket's Habitat for Humanity, petitioning for a waiver of the HDC application fees for our next Habitat project – 4 single family homes and one duplex – located at 5A & B Waitt Drive; 7A & 7B Waitt Drive (duplex); and 9A & 9B Waitt Drive.

In the recent past, the HDC application fees have been waived, and we are hopeful that we can secure the same waivers for these Habitat homes.

Habitat strives to build simple, decent homes that are cost efficient and energy efficient for the numerous families on Nantucket that need affordable housing.

These new homes will be added to the Town's Subsidized Housing Inventory (SHI) list, and will help the Town to maintain its current "Safe Harbor" designation.

Habitat homes carry deed restrictions which mandate that the homes be forever affordable, and that subsequent owners must meet certain maximum income requirements – in the same way that the original owners qualified.

A waiver of the HDC application fees will be a significant contribution to Habitat's ongoing efforts to keep its building costs as low as possible.

Please contact me if I can provide any additional information. Many thanks for considering this request.

Sincerely,

A handwritten signature in blue ink that reads "R. J. Hussey".

Richard Hussey
Habitat Nantucket Board member

9 Waitt Drive

7 Waitt Drive

5 Waitt Drive



Waitt Drive



This drawing represents a design intent and concept only. This document is not to be used for construction or other specific site and event, and incorporate calculations and measurements available from the client at the time of drafting. The recipient agrees to protect the contents from distribution and dissemination except as required for the specific event named, without the written permission of the designer. The contents of this document are not to be reproduced or copied in whole or part without the written permission of Gryphon Architects. This design is granted to the client for the specified and named event only. Copyright © 11/14/2023 6:11:15 PM

po box 325 nantucket ma 02554
508 228 2820 gryphonarchitects.com

No.	Description	Date
10	HDC Submission	2023.11.20

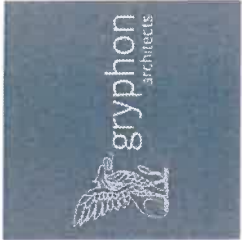
Habitat for Humanity Nantucket

5.7.9 Waitt Drive
Nantucket MA 02554

P1



Waitt Drive



This drawing represents a design intent and concept only. This document and all associated documents are prepared for a specific site and event, and incorporate calculations and measurements available from the client at the time of drafting. The recipient agrees to protect the contents from distribution and dissemination except as required for the specific event named, without the written permission of the designer. The contents of this drawing are not to be used for any other purpose without the written permission of Gryphon Architects Inc. Use of this design is granted to the client for the specified and named event only. Copyright © 11/14/2023 6:11:15 PM

po box 325 nantucket ma 02554
508 228 2820 gryphonarchitects.com

No.	Description	Date
10	HDC Submission	2023.11.20

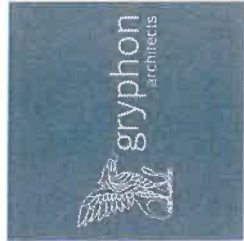
Habitat for Humanity
Nantucket
5.7.9 Waitt Drive
Nantucket MA 02554

67 / 921

P2



Waitt Drive



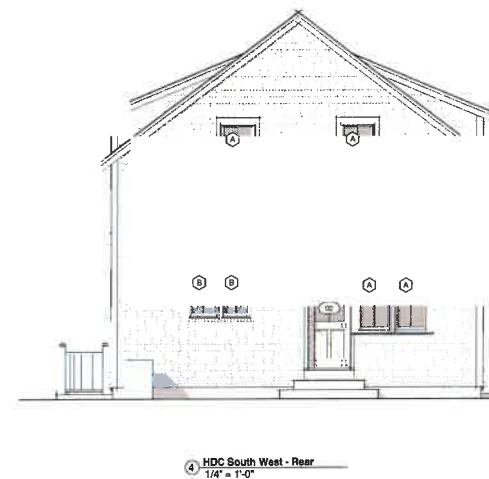
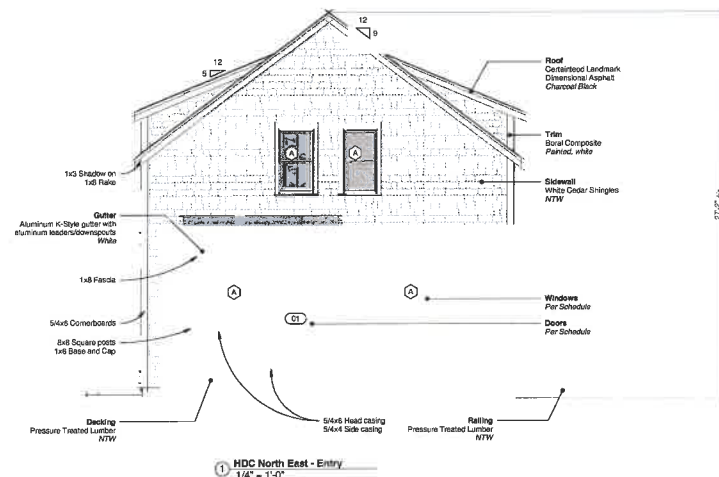
This drawing represents a design intent and concept only. This drawing is not to be used for construction or a specific site and event, and incorporate calculations and measurements available from the client at the time of drafting. The recipient agrees to protect the contents from distribution and dissemination except as required for the specific event named, without the written permission of the designer. The contents of this drawing are not to be reproduced or copied in whole or part without the written permission of the designer. If you are not the intended recipient of this drawing, you are notified that disclosing, copying, distributing or taking any action in reliance on the contents of this information is strictly prohibited. Copyright © 11/14/2023 6:11:15 PM

po box 325 nantucket ma 02554
508 228 2820 gryphonarchitects.com

No.	Description	Date
10	HDC Submission	2023.11.20

Habitat for
Humanity
Nantucket
5,7,9 Waitt Drive
Nantucket MA 67 / 921

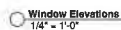
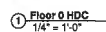
P3



Location	5 Waitt Drive Nantucket MA 671920
Structure	Beach House

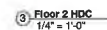
Item

HDC1.2



Specifications - Windows
 Mullins: SCL
 Screens: Full sash
 Storms: None
 Interior Finish: White
 Hardware: Sash locks - White

Specifications - Doors
 Muntine: SDL
 Storms: Andersen metal storms with
 glazed panel at Simpson Doors
 Interior Finish: Anderson - White
 Hardware: By Owner



HDC Submission

The following represents a design intent and concept only. This document and all associated documents are prepared for a specific site and event, and incorporate the design team's knowledge of the site and event. The design team has not been involved in the construction of the project, and therefore cannot be held responsible for any construction errors or omissions. The design team has not been involved in the construction of the project, and therefore cannot be held responsible for any construction errors or omissions. The design team has not been involved in the construction of the project, and therefore cannot be held responsible for any construction errors or omissions.



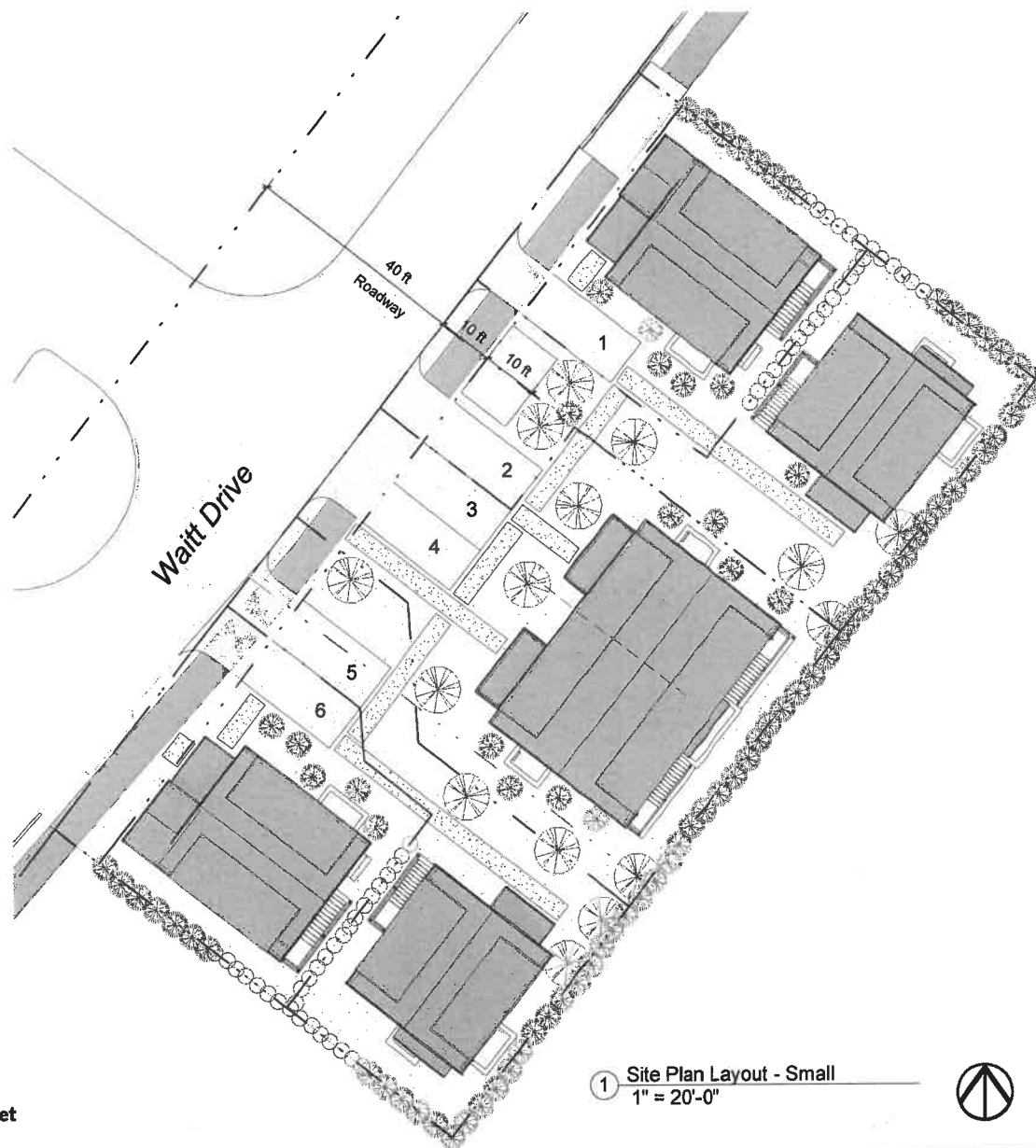
Habitat for Humanity Nantucket

5,7,9 Waitt Drive
Nantucket MA



WWW.GRYPHONARCHITECTS.COM

508 228 2820



Habitat for Humanity Nantucket
 5,7,9 Waitt Drive
 Nantucket MA

① Site Plan Layout - Small
 1" = 20'-0"



 **gryphon**
 ARCHITECTS

WWW.GRYPHONARCHITECTS.COM 508 228 2820

Attachment 6

MEPA Document

Horsley Witten Group

Sustainable Environmental Solutions

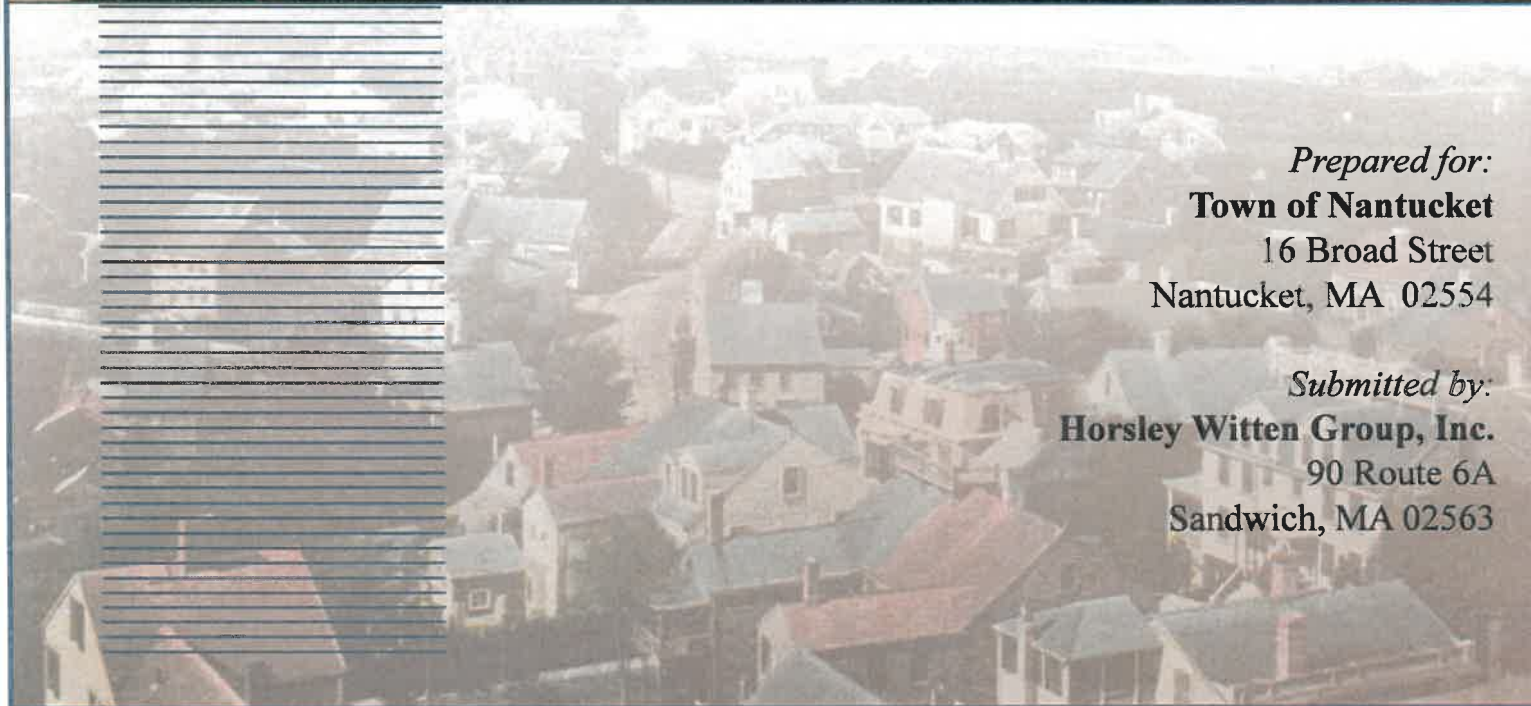
90 Route 6A • Sandwich, MA • 02563
Phone - 508-833-6600 • Fax - 508-833-3150 • www.horsleywitten.com



Environmental Notification Form

Nantucket Municipal Facilities and Housing Project
2 Fairgrounds Road
Nantucket, Massachusetts

December 31, 2008



Prepared for:
Town of Nantucket
16 Broad Street
Nantucket, MA 02554

Submitted by:
Horsley Witten Group, Inc.
90 Route 6A
Sandwich, MA 02563

Horsley Witten Group

Sustainable Environmental Solutions

90 Route 6A • Sandwich, MA • 02563
Tel: 508-833-6600 • Fax: 508-833-3150 • www.horsleywitten.com



December 30, 2008

VIA FEDERAL EXPRESS

Secretary Ian A. Bowles
Executive Office of Energy and Environmental Affairs
Attn: MEPA Office
100 Cambridge Street, Suite 900
Boston, MA 02114

**Re: Environmental Notification Form
Nantucket Municipal Facilities and Housing Project, Nantucket, Massachusetts**

Dear Secretary Bowles:

On behalf of the applicant, the Town of Nantucket, the Horsley Witten Group, Inc. (HW) is pleased to submit the enclosed Environmental Notification Form (ENF) for your consideration. The proposed Project consists of the construction of a new Public Safety Facility (PSF), affordable workforce housing units, and a new municipal building and County courthouse for Nantucket.

HW submits this ENF in accordance with the provisions of the *Massachusetts Environmental Policy Act* (M.G.L. c. 30, §§ 61 through 62H, or "MEPA") and the implementing MEPA Regulations (301 CMR 11.00). The applicant must file an ENF because of the impact that the proposed Project may have on Priority Habitat 1737, as identified by the Natural Heritage and Endangered Species Program (NHESP), as well as the creation of more than 5 acres or more of impervious surface.

According to the *Environmental Monitor's* publication schedule, an ENF submitted to your office by December 31, 2008 will be published in the *Environmental Monitor* on January 7, 2009, with an ENF decision date of February 6, 2009. The list of individuals and regulatory agencies to which a copy of the ENF has been mailed is enclosed. Should you have any questions or require additional information, please contact me at (508) 833-6600 x 119.

Sincerely,

HORSLEY WITTEN GROUP, INC.

Amy Ball, Project Manager

cc: See enclosed distribution list

Commonwealth of Massachusetts**Executive Office of Environmental
Affairs ■ MEPA Office****ENF****Environmental
Notification Form***For Office Use Only
Executive Office of Environmental Affairs*EOEA No.:
MEPA Analyst:
Phone: 617-626-

The information requested on this form must be completed to begin MEPA Review in accordance with the provisions of the Massachusetts Environmental Policy Act, 301 CMR 11.00.

Project Name: Nantucket Municipal Facilities and Housing Project		
Street: 2 Fairgrounds Road		
Municipality: Nantucket	Watershed: Islands	
Universal Transverse Mercator Coordinates: N 4569303.18, E 408703.71	Latitude: 41°16'1.55"N Longitude: 70°5'14.85"W	
Estimated commencement date: Summer 2009	Estimated completion date: Summer 2010 (Phase I)	
Approximate cost: \$31,700,000	Status of project design: 30 % complete	
Proponent: Town of Nantucket		
Street: 16 Broad Street		
Municipality: Nantucket	State: MA	Zip Code: 02554
Name of Contact Person From Whom Copies of this ENF May Be Obtained: Amy Ball, Senior Wetland Scientist		
Firm/Agency: Horsley Witten Group, Inc.	Street: 90 Route 6A	
Municipality: Sandwich	State: MA	Zip Code: 02563
Phone: (508) 833-6600	Fax: (508) 833-3150	E-mail: aball@horsleywitten.com

Does this project meet or exceed a mandatory EIR threshold (see 301 CMR 11.03)?

☐ Yes☒ No

Has this project been filed with MEPA before?

☐ Yes (EOEA No. _____)☒ No

Has any project on this site been filed with MEPA before?

☒ Yes (EOEA No. 12915)☐ No

Is this an Expanded ENF (see 301 CMR 11.05(7)) requesting:

a Single EIR? (see 301 CMR 11.06(8))

☐ Yes☒ No

a Special Review Procedure? (see 301 CMR 11.09)

☐ Yes☒ No

a Waiver of mandatory EIR? (see 301 CMR 11.11)

☐ Yes☒ No

a Phase I Waiver? (see 301 CMR 11.11)

☐ Yes☒ NoIdentify any financial assistance or land transfer from an agency of the Commonwealth, including the agency name and the amount of funding or land area (in acres): N/A

Are you requesting coordinated review with any other federal, state, regional, or local agency?

☐ Yes (Specify _____) ☒ No**List Local or Federal Permits and Approvals:**Nantucket Historical District Permit; Nantucket Zoning Board of Appeals –Height Variance;
Nantucket Public Wellhead Recharge District – Special Permit; EPA - NPDES General Permit for
Construction Activities

Which ENF or EIR review threshold(s) does the project meet or exceed (see 301 CMR 11.03):

- | | | |
|--|--|--|
| ☒ Land | ☒ Rare Species | ☐ Wetlands, Waterways, & Tidelands |
| ☐ Water | ☐ Wastewater | ☐ Transportation |
| ☐ Energy | ☐ Air | ☐ Solid & Hazardous Waste |
| ☐ ACEC | ☐ Regulations | ☐ Historical & Archaeological Resources |

Summary of Project Size & Environmental Impacts	Existing	Change	Total	State Permits & Approvals	
LAND				☐ Order of Conditions ☐ Superseding Order of Conditions ☐ Chapter 91 License ☐ 401 Water Quality Certification ☐ MHD or MDC Access Permit ☐ Water Management Act Permit ☐ New Source Approval ☐ DEP or MWRA Sewer Connection/Extension Permit ☒ Other Permits (including Legislative Approvals) – Specify: Historic District; NHESP- Conservation & Management Permit; Special Permit for Public Wellhead Recharge District; Variance for height of building and number of curb cuts.	
Total site acreage	19.76				
New acres of land altered		9.48			
Acres of impervious area	1.79	10.98	9.48 (proposed less existing to be removed)		
Square feet of new bordering vegetated wetlands alteration		0			
Square feet of new other wetland alteration		0			
Acres of new non-water dependent use of tidelands or waterways		0			
STRUCTURES					
Gross square footage	14,220	176,786	176,786		
Number of housing units	0	42	42		
Maximum height (in feet)	0	48	48		
TRANSPORTATION					
Vehicle trips per day	390	1,705	2,096		
Parking spaces	69	329	329		
WATER/WASTEWATER					
Gallons/day (GPD) of water use	533	10,462	10,462		
GPD water withdrawal	0	0	0		
GPD wastewater generation/treatment	1,067	18,404	18,404		
Length of water/sewer mains (in miles)	0	0	0		

CONSERVATION LAND: Will the project involve the conversion of public parkland or other Article 97 public natural resources to any purpose not in accordance with Article 97?

☐ Yes (Specify _____) ☒ No

Will it involve the release of any conservation restriction, preservation restriction, agricultural preservation restriction, or watershed preservation restriction?

☐ Yes (Specify _____) ☒ No

RARE SPECIES: Does the project site include Estimated Habitat of Rare Species, Vernal Pools, Priority Sites of Rare Species, or Exemplary Natural Communities?

☒ Yes (Specify: **NHESP MA Priority Habitat 1737; *Amelanchier nantucketensis***) ☐ No

HISTORICAL /ARCHAEOLOGICAL RESOURCES: Does the project site include any structure, site or district listed in the State Register of Historic Place or the inventory of Historic and Archaeological Assets of the Commonwealth?

☒ Yes (Specify: **The entire Town of Nantucket is within the Nantucket Historical District, which is listed in the State Register of Historic Places.**) ☐ No

If yes, does the project involve any demolition or destruction of any listed or inventoried historic or archaeological resources?

☐ Yes (Specify _____) ☒ No

AREAS OF CRITICAL ENVIRONMENTAL CONCERN: Is the project in or adjacent to an Area of Critical Environmental Concern?

☐ Yes (Specify _____) ☒ No

PROJECT DESCRIPTION: The project description should include (a) a description of the project site, (b) a description of both on-site and off-site alternatives and the impacts associated with each alternative, and (c) potential on-site and off-site mitigation measures for each alternative (*You may attach one additional page, if necessary.*)

a) Project Description: The Town of Nantucket purchased the 19.76-acre property at 2 Fairgrounds Road for the explicit purpose of developing the site for a consolidated public safety facility (PSF), future municipal uses (courthouse, municipal offices, and associated parking), and affordable housing (Figure 1). The proposed use of this parcel is based upon a Town-wide Feasibility Study, conducted by the Maguire Group in 2007, which identified several inadequacies of the Town's municipal facilities. The Nantucket Police and Fire Departments are the primary providers of public safety on the Island. The Police Department is located downtown at the corner of South Water and East Chestnut Streets, and the Fire Department is located mid-island between Sparks Avenue and Pleasant Street (Figure 2). Currently, the Emergency Operations Center and a secondary shelter for the Nantucket High School are located at 2 Fairgrounds Road. The project site is a central location for Town emergency managers to respond to any natural or man-made disaster. Also located at 2 Fairgrounds Road are municipal offices for the Town's Planning Department, Human Services, and Information Technologies/Geographic Information Systems (GIS), as well as meeting space for various Town committees and boards.

The Town has determined that the existing facilities and parking provisions for the Town Police and Fire Departments are inadequate for modern public safety activities and do not conform to current standards and building codes. In addition to their noncompliance with building codes, the municipal buildings are scattered throughout Town (Figure 2), with inadequate access between buildings, especially with the influx of summer visitors and seasonal residents. Approximately five (5) acres of the project property have been allocated for the construction of a shared Public Safety Facility (PSF).

In addition to the construction of the PSF, the Town proposes to develop the remaining areas of the site to address other needs of the Town in providing adequate facilities for other municipal offices, to provide a county courthouse facility, and to provide affordable housing for the Island's workforce.

The Natural Heritage and Endangered Species Program (NHESP) has mapped portions of the project site as *Priority Habitat of Rare Species* (PH 1737; Figure 3). A site-wide rare plant survey revealed the presence

of several small populations and colonies of Nantucket shadbush (*Amelanchier nantucketensis*), a Massachusetts' Species of Special Concern. The project site is wholly within the jurisdiction of the Nantucket Historic District Commission and subject to the development guidelines and restrictions. The Project site at 2 Fairgrounds Road also falls entirely within a Zone II Wellhead Protection District, as well as the Harbor Watershed Protection Overlay District.

Construction of the facilities will be phased to minimize both the environmental impact of the Project on a sensitive landscape and the potential disruption of public services. The Public Safety Facility (PSF) will be constructed first, beginning with the Police Department Building and followed by the Fire Department Building, to ensure an adequate level of emergency response and safety to residents and visitors. Phase 2 will be the construction of approximately 42 affordable housing units along the edge of the property. Lastly, the existing municipal building will be demolished and the municipal office buildings and courthouse will be constructed in Phase 3 of the Project (See the attached Conceptual Master Plan and Project Narrative for Sections B and C, and more details on Section A).

LAND SECTION – all proponents must fill out this section

I. Thresholds / Permits

A. Does the project meet or exceed any review thresholds related to **land** (see 301 CMR 11.03(1))
☒ Yes ☐ No; if yes, specify each threshold: **The Project will result in the creation of five or more acres of impervious surface.**

II. Impacts and Permits

A. Describe, in acres, the current and proposed character of the project site, as follows:

	<u>Existing</u>	<u>Change</u>	<u>Total</u>
Footprint of buildings	0.33	4.06	4.39
Roadways, parking, and other paved areas	1.17	6.81	8.08
Other altered areas (sidewalk)	0.29	0.11	0.4
Undeveloped areas	17.7	-9.48	8.22

B. Has any part of the project site been in active agricultural use in the last three years?
☐ Yes ☒ No; if yes, how many acres of land in agricultural use (with agricultural soils) will be converted to nonagricultural use?

C. Is any part of the project site currently or proposed to be in active forestry use?
☐ Yes ☒ No; if yes, please describe current and proposed forestry activities and indicate whether any part of the site is the subject of a DEM-approved forest management plan:

D. Does any part of the project involve conversion of land held for natural resources purposes in accordance with Article 97 of the Amendments to the Constitution of the Commonwealth to any purpose not in accordance with Article 97? ☐ Yes ☒ No; if yes, describe:

E. Is any part of the project site currently subject to a conservation restriction, preservation restriction, agricultural preservation restriction or watershed preservation restriction? ☐ Yes ☒ No; if yes, does the project involve the release or modification of such restriction? ☐ Yes ☐ No; if yes, describe:

F. Does the project require approval of a new urban redevelopment project or a fundamental change in an existing urban redevelopment project under M.G.L.c.121A? ☐ Yes ☒ No; if yes, describe:

G. Does the project require approval of a new urban renewal plan or a major modification of an existing urban renewal plan under M.G.L.c.121B? Yes ☐ No ☒ ; if yes, describe:

- H. Describe the project's stormwater impacts and, if applicable, measures that the project will take to comply with the standards found in DEP's Stormwater Management Policy:

Best Management Practices will be implemented for erosion control and storm water management. The proposed stormwater management system will be a combination of bioswales and other vegetated infiltration areas, as well as other low impact development techniques, where applicable. All proposed systems will comply with DEP's Stormwater Management Policies and the Town of Nantucket's Public Wellhead Recharge District. 95% of the annual precipitation is required to be infiltrated to meet Town's regulations.

- I. Is the project site currently being regulated under M.G.L.c.21E or the Massachusetts Contingency Plan? Yes ☐ No ☒; if yes, what is the Release Tracking Number (RTN)? If the project is site is within the Chicopee or Nashua watershed, is it within the Quabbin, Ware, or Wachusett subwatershed? ☐ Yes ☒ No; if yes, is the project site subject to regulation under the Watershed Protection Act? ☐ Yes ☐ No
- J. Describe the project's other impacts on land:

III. Consistency

A. Identify the current municipal comprehensive land use plan and the open space plan and describe the consistency of the project and its impacts with that plan(s): **Nantucket Comprehensive Plan 1990. The proposed Project does not adversely impact stated Open Space goals and objectives.**

B. Identify the current Regional Policy Plan of the applicable Regional Planning Agency and describe the consistency of the project and its impacts with that plan: **Nantucket Planning & Economic Development Commission's Nantucket Comprehensive Plan 1990.**

Project is consistent with goals and objectives of Plan and achieves some goals in following ways:

- **Project is located within 400' of two bus routes and the bike trail system and will promote alternative transportation and enhanced recreational opportunities for staff, residents, and visitors;**
- **Proposed Project will implement sustainable design techniques to reduce energy consumption and minimize environmental impacts, as suggested within the Comprehensive Plan; and**
- **Promotes adequate emergency services for the Town.**

C. Will the project require any approvals under the local zoning by-law or ordinance (i.e. text or map amendment, special permit, or variance)? Yes ☒ No ☐; if yes, describe:

The Project has received a variance for building height for the facility and will require a special permit for exceeding impervious area coverage within Town's Public Wellhead Recharge District. The Public Safety component has received a permit from the Nantucket Historic District Commission.

D. Will the project require local site plan or project impact review?
☐ Yes ☒ No; if yes, describe:

E. Will the project:

1. be subject to a local wetlands ordinance or bylaw? ☐ Yes ☐ No
2. alter any federally-protected wetlands not regulated under state or local law?
☐ Yes ☐ No; if yes, what is the area (in s.f.)?

F. Describe the project's other impacts on wetlands (including new shading of wetland areas or removal of tree canopy from forested wetlands):

III. Waterways and Tidelands Impacts and Permits

A. Is any part of the project site waterways or tidelands (including filled former tidelands) that are subject to the Waterways Act, M.G.L.c.91? ☐ Yes ☐ No; if yes, is there a current Chapter 91 license or permit affecting the project site? ☐ Yes ☐ No; if yes, list the date and number:

B. Does the project require a new or modified license under M.G.L.c.91? ☐ Yes ☐ No; if yes, how many acres of the project site subject to M.G.L.c.91 will be for non-water dependent use?
Current ☐ Change ☐ Total ☐

C. Is any part of the project

1. a roadway, bridge, or utility line to or on a barrier beach? ☐ Yes ☐ No; if yes, describe:
2. dredging or disposal of dredged material? ☐ Yes ☐ No; if yes, volume of dredged material
3. a solid fill, pile-supported, or bottom-anchored structure in flowed tidelands or other waterways? ☐ Yes ☐ No; if yes, what is the base area?
4. within a Designated Port Area? ☐ Yes ☐ No

D. Describe the project's other impacts on waterways and tidelands:

IV. Consistency:

A. Is the project located within the Coastal Zone? ☐ Yes ☐ No; if yes, describe the project's consistency with policies of the Office of Coastal Zone Management:

B. Is the project located within an area subject to a Municipal Harbor Plan? ☐ Yes ☐ No; if yes, identify the Municipal Harbor Plan and describe the project's consistency with that plan:

WATER SUPPLY SECTION

I. Thresholds / Permits

A. Will the project meet or exceed any review thresholds related to **water supply** (see 301 CMR 11.03(4))? ☐ Yes ☒ No; if yes, specify, in quantitative terms:

B. Does the project require any state permits related to **water supply**? ☐ Yes ☒ No; if yes, specify which permit:

C. If you answered "No" to both questions A and B, proceed to the **Wastewater Section**. If you answered "Yes" to either question A or question B, fill out the remainder of the Water Supply Section below.

II. Impacts and Permits

A. Describe, in gallons/day, the volume and source of water use for existing and proposed activities at the project site:

	<u>Existing</u>	<u>Change</u>	<u>Total</u>
Withdrawal from groundwater			
Withdrawal from surface water			
Interbasin transfer			
Municipal or regional water supply			

Oxides of nitrogen

Lead

Any hazardous air pollutant

Carbon dioxide

_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____

B. Describe the project's other impacts on air resources and air quality, including noise impacts:

III. Consistency

A. Describe the project's consistency with the State Implementation Plan:

B. Describe measures that the proponent will take to comply with other federal, state, regional, and local plans and policies related to air resources and air quality:

SOLID AND HAZARDOUS WASTE SECTION

I. Thresholds / Permits

A. Will the project meet or exceed any review thresholds related to **solid or hazardous waste** (see 301 CMR 11.03(9))? ____ Yes **X** No; if yes, specify, in quantitative terms:

B. Does the project require any state permits related to **solid and hazardous waste**? ____ Yes **X** No; if yes, specify which permit:

C. If you answered "No" to both questions A and B, proceed to the **Historical and Archaeological Resources Section**. If you answered "Yes" to either question A or question B, fill out the remainder of the Solid and Hazardous Waste Section below.

II. Impacts and Permits

A. Is there any current or proposed facility at the project site for the storage, treatment, processing, combustion or disposal of solid waste? ____ Yes ____ No; if yes, what is the volume (in tons per day) of the capacity:

	<u>Existing</u>	<u>Change</u>	<u>Total</u>
Storage	_____	_____	_____
Treatment, processing	_____	_____	_____
Combustion	_____	_____	_____
Disposal	_____	_____	_____

B. Is there any current or proposed facility at the project site for the storage, recycling, treatment or disposal of hazardous waste? ____ Yes ____ No; if yes, what is the volume (in tons or gallons per day) of the capacity:

	<u>Existing</u>	<u>Change</u>	<u>Total</u>
Storage	_____	_____	_____
Recycling	_____	_____	_____
Treatment	_____	_____	_____
Disposal	_____	_____	_____

C. If the project will generate solid waste (for example, during demolition or construction), describe alternatives considered for re-use, recycling, and disposal:

D. If the project involves demolition, do any buildings to be demolished contain asbestos?
____ Yes ____ No

E. Describe the project's other solid and hazardous waste impacts (including indirect impacts):

III. **Consistency**--Describe measures that the proponent will take to comply with the State Solid Waste Master Plan:

II. Traffic Impacts and Permits

A. Describe existing and proposed vehicular traffic generated by activities at the project site:

	<u>Existing</u>	<u>Change</u>	<u>Total</u>
Number of parking spaces	_____	_____	_____
Number of vehicle trips per day	_____	_____	_____
ITE Land Use Code(s):	_____	_____	_____

B. What is the estimated average daily traffic on roadways serving the site?

	<u>Roadway</u>	<u>Existing</u>	<u>Change</u>	<u>Total</u>
1.	_____	_____	_____	_____
2.	_____	_____	_____	_____
3.	_____	_____	_____	_____

C. Describe how the project will affect transit, pedestrian and bicycle transportation facilities and services:

III. Consistency -- Describe measures that the proponent will take to comply with municipal, regional, state, and federal plans and policies related to traffic, transit, pedestrian and bicycle transportation facilities and services:

ROADWAYS AND OTHER TRANSPORTATION FACILITIES SECTION

I. Thresholds

A. Will the project meet or exceed any review thresholds related to **roadways or other transportation facilities** (see 301 CMR 11.03(6))? ___ Yes **X** No; if yes, specify, in quantitative terms:

B. Does the project require any state permits related to **roadways or other transportation facilities**? ___ Yes **X** No; if yes, specify which permit:

B. If you answered "No" to both questions A and B, proceed to the **Energy Section**. If you answered "Yes" to either question A or question B, fill out the remainder of the Roadways Section below.

II. Transportation Facility Impacts

A. Describe existing and proposed transportation facilities at the project site:

	<u>Existing</u>	<u>Change</u>	<u>Total</u>
Length (in linear feet) of new or widened roadway	_____	_____	_____
Width (in feet) of new or widened roadway	_____	_____	_____

Other transportation facilities:

B. Will the project involve any:

1. Alteration of bank or terrain (in linear feet)? _____
2. Cutting of living public shade trees (number)? _____
3. Elimination of stone wall (in linear feet)? _____

III. Consistency -- Describe the project's consistency with other federal, state, regional, and local plans and policies related to traffic, transit, pedestrian and bicycle transportation facilities and services, including consistency with the applicable regional transportation plan and the Transportation Improvements Plan (TIP), the State Bicycle Plan, and the State Pedestrian Plan:

WETLANDS, WATERWAYS, AND TIDELANDS SECTION

I. Thresholds / Permits

A. Will the project meet or exceed any review thresholds related to **wetlands, waterways, and tidelands** (see 301 CMR 11.03(3))? ____ Yes X No; if yes, specify, in quantitative terms:

B. Does the project require any state permits (or a local Order of Conditions) related to **wetlands, waterways, or tidelands**? ____ Yes X No; if yes, specify which permit:

C. If you answered "No" to both questions A and B, proceed to the **Water Supply Section**. If you answered "Yes" to either question A or question B, fill out the remainder of the Wetlands, Waterways, and Tidelands Section below.

II. Wetlands Impacts and Permits

A. Describe any wetland resource areas currently existing on the project site and indicate them on the site plan:

B. Estimate the extent and type of impact that the project will have on wetland resources, and indicate whether the impacts are temporary or permanent:

<u>Coastal Wetlands</u>	<u>Area (in square feet) or Length (in linear feet)</u>
Land Under the Ocean	_____
Designated Port Areas	_____
Coastal Beaches	_____
Coastal Dunes	_____
Barrier Beaches	_____
Coastal Banks	_____
Rocky Intertidal Shores	_____
Salt Marshes	_____
Land Under Salt Ponds	_____
Land Containing Shellfish	_____
Fish Runs	_____
Land Subject to Coastal Storm Flowage	_____
<u>Inland Wetlands</u>	
Bank	_____
Bordering Vegetated Wetlands	_____
Land under Water	_____
Isolated Land Subject to Flooding	_____
Bordering Land Subject to Flooding	_____
Riverfront Area	_____

C. Is any part of the project

1. a limited project? ____ Yes ____ No
2. the construction or alteration of a dam? ____ Yes ____ No; if yes, describe:
3. fill or structure in a velocity zone or regulatory floodway? ____ Yes ____ No
4. dredging or disposal of dredged material? ____ Yes ____ No; if yes, describe the volume of dredged material and the proposed disposal site:
5. a discharge to Outstanding Resource Waters? ____ Yes ____ No
6. subject to a wetlands restriction order? ____ Yes ____ No; if yes, identify the area (in square feet):

D. Does the project require a new or amended Order of Conditions under the Wetlands Protection Act (M.G.L. c.131A)? ____ Yes ____ No; if yes, has a Notice of Intent been filed or a local Order of Conditions issued? ____ Yes ____ No; if yes, list the date and DEP file number: _____. Was the Order of Conditions appealed? ____ Yes ____ No. Will the project require a variance from the Wetlands regulations? ____ Yes ____ No.

RARE SPECIES SECTION

I. Thresholds / Permits

A. Will the project meet or exceed any review thresholds related to **rare species or habitat** (see 301 CMR 11.03(2))? ☒ Yes ☐ No; if yes, specify, in quantitative terms: **The Project will impact 0.4 acres of land mapped as Priority Habitat for and result in a "take" of rare species. The Town is working with the Natural Heritage and Endangered Species Program (NHESP) staff to complete a proposed remediation/relocation plan for the impacted species. A description of the proposed remediation plan is included in the attached Project Narrative.**

B. Does the project require any state permits related to **rare species or habitat**? ☒ Yes ☐ No

C. If you answered "No" to both questions A and B, proceed to the **Wetlands, Waterways, and Tidelands Section**. If you answered "Yes" to either question A or question B, fill out the remainder of the Rare Species section below.

II. Impacts and Permits

A. Does the project site fall within Priority or Estimated Habitat in the current Massachusetts Natural Heritage Atlas (attach relevant page)? ☒ Yes ☐ No. If yes,

1. Which rare species are known to occur within the Priority or Estimated Habitat (contact: Environmental Review, Natural Heritage and Endangered Species Program, Route 135, Westborough, MA 01581, allowing 30 days for receipt of information):
Nantucket Shadbush (*Amelanchier nantucketensis*)

2. Have you surveyed the site for rare species? ☒ Yes ☐ No; if yes, please include the results of your survey. **Survey report by Carr Research Laboratories is attached.**

3. If your project is within Estimated Habitat, have you filed a Notice of Intent or received an Order of Conditions for this project? ☐ Yes ☒ No; if yes, did you send a copy of the Notice of Intent to the Natural Heritage and Endangered Species Program, in accordance with the Wetlands Protection Act regulations? ☐ Yes ☐ No

B. Will the project "take" an endangered, threatened, and/or species of special concern in accordance with M.G.L. c.131A (see also 321 CMR 10.04)? ☒ Yes ☐ No; if yes, describe:

A total of 44 colonies of Nantucket Shadbush are distributed throughout the Project site, many of the colonies totaling one or a few. The highest concentration of colonies is located along the western edge of the property along Fairgrounds Road. Proposed access to the Public Safety Facility is from Fairgrounds Road where some of the colonies are found. The interior of the site also has a distribution of colonies. As a result, several Shadbush colonies will need to be relocated to an alternative site.

C. Will the project alter "significant habitat" as designated by the Massachusetts Division of Fisheries and Wildlife in accordance with M.G.L. c.131A (see also 321 CMR 10.30)? ☐ Yes ☒ No; if yes, describe:

D. Describe the project's other impacts on rare species including indirect impacts (for example, stormwater runoff into a wetland known to contain rare species or lighting impacts on rare moth habitat): **No other direct impacts are expected.**

HISTORICAL AND ARCHAEOLOGICAL RESOURCES SECTION

I. Thresholds / Impacts

A. Is any part of the project site a historic structure, or a structure within a historic district, in either case listed in the State Register of Historic Places or the Inventory of Historic and Archaeological Assets of the Commonwealth? X Yes No; if yes, does the project involve the demolition of all or any exterior part of such historic structure? Yes X No; if yes, please describe:

B. Is any part of the project site an archaeological site listed in the State Register of Historic Places or the Inventory of Historic and Archaeological Assets of the Commonwealth? Yes X No; if yes, does the project involve the destruction of all or any part of such archaeological site? Yes No; if yes, please describe:

C. If you answered "No" to all parts of both questions A and B, proceed to the **Attachments and Certifications** Sections. If you answered "Yes" to any part of either question A or question B, fill out the remainder of the Historical and Archaeological Resources Section below.

D. Have you consulted with the Massachusetts Historical Commission? X Yes No; if yes, attach correspondence

A Project Notification Form has been submitted and attached to this application.

E. Describe and assess the project's other impacts, direct and indirect, on listed or inventoried historical and archaeological resources: **None**

- II. Consistency** -- Describe measures that the proponent will take to comply with federal, state, regional, and local plans and policies related to preserving historical and archaeological resources:
**The proposed project will be permitted through Nantucket Historical District Commission.
The Commission is responsible for regulating development to make sure that it appropriately reflects the Nantucket historical character.**

ATTACHMENTS:

1. Plan, at an appropriate scale, of existing conditions of the project site and its immediate context, showing all known structures, roadways and parking lots, rail rights-of-way, wetlands and water bodies, wooded areas, farmland, steep slopes, public open spaces, and major utilities.
2. Plan of proposed conditions upon completion of project (if construction of the project is proposed to be phased, there should be a site plan showing conditions upon the completion of each phase).
3. **Original** U.S.G.S. map or good quality **color** copy (8-½ x 11 inches or larger) indicating the project location and boundaries
4. List of all agencies and persons to whom the proponent circulated the ENF, in accordance with 301 CMR 11.16(2).
5. Other:

Discharge to outstanding resource water	_____	_____	_____
Discharge to surface water	_____	_____	_____
Municipal or regional wastewater facility	_____	_____	_____
TOTAL	_____	_____	_____

B. Is there sufficient capacity in the existing collection system to accommodate the project? ____ Yes ____ No; if no, describe where capacity will be found:

C. Is there sufficient existing capacity at the proposed wastewater disposal facility? ____ Yes ____ No; if no, describe how capacity will be increased:

D. Does the project site currently contain a wastewater treatment facility, sewer main, or other wastewater disposal facility, or will the project involve construction of a new facility? ____ Yes ____ No. If yes, describe as follows:

	<u>Existing</u>	<u>Change</u>	<u>Total</u>
Wastewater treatment plant (capacity, in gpd)	_____	_____	_____
Sewer mains (length, in miles)	_____	_____	_____
Title 5 systems (capacity, in gpd)	_____	_____	_____

E. If the project involves any interbasin transfer of wastewater, which basins are involved, what is the direction of the transfer, and is the interbasin transfer existing or proposed?

F. Does the project involve new sewer service by an Agency of the Commonwealth to a municipality or sewer district? ____ Yes ____ No

G. Is there any current or proposed facility at the project site for the storage, treatment, processing, combustion or disposal of sewage sludge, sludge ash, grit, screenings, or other sewage residual materials? ____ Yes ____ No; if yes, what is the capacity (in tons per day):

	<u>Existing</u>	<u>Change</u>	<u>Total</u>
Storage	_____	_____	_____
Treatment, processing	_____	_____	_____
Combustion	_____	_____	_____
Disposal	_____	_____	_____

H. Describe the project's other impacts (including indirect impacts) on wastewater generation and treatment facilities:

III. Consistency -- Describe measures that the proponent will take to comply with federal, state, regional, and local plans and policies related to wastewater management:

A. If the project requires a sewer extension permit, is that extension included in a comprehensive wastewater management plan? ____ Yes ____ No; if yes, indicate the EOEA number for the plan and describe the relationship of the project to the plan

TRANSPORTATION -- TRAFFIC GENERATION SECTION

I. Thresholds / Permits A. Will the project meet or exceed any review thresholds related to **traffic generation** (see 301 CMR 11.03(6))? ____ Yes **X** No; if yes, specify, in quantitative terms:

B. Does the project require any state permits related to **state-controlled roadways**? ____ Yes **X** No; if yes, specify which permit:

C. If you answered "No" to both questions A and B, proceed to the **Roadways and Other**

Transportation Facilities Section. If you answered "Yes" to either question A or question B, fill out the remainder of the Traffic Generation Section below.

ENERGY SECTION

I. Thresholds / Permits

A. Will the project meet or exceed any review thresholds related to **energy** (see 301 CMR 11.03(7))? ___ Yes **X** No; if yes, specify, in quantitative terms:

B. Does the project require any state permits related to **energy**? ___ Yes **X** No; if yes, specify which permit:

C. If you answered "No" to both questions A and B, proceed to the **Air Quality Section**. If you answered "Yes" to either question A or question B, fill out the remainder of the Energy Section below.

II. Impacts and Permits

A. Describe existing and proposed energy generation and transmission facilities at the project site:

	<u>Existing</u>	<u>Change</u>	<u>Total</u>
Capacity of electric generating facility (megawatts)	_____	_____	_____
Length of fuel line (in miles)	_____	_____	_____
Length of transmission lines (in miles)	_____	_____	_____
Capacity of transmission lines (in kilovolts)	_____	_____	_____

B. If the project involves construction or expansion of an electric generating facility, what are
1. the facility's current and proposed fuel source(s)?
2. the facility's current and proposed cooling source(s)?

C. If the project involves construction of an electrical transmission line, will it be located on a new, unused, or abandoned right of way? ___ Yes ___ No; if yes, please describe:

D. Describe the project's other impacts on energy facilities and services:

III. Consistency -- Describe the project's consistency with state, municipal, regional, and federal plans and policies for enhancing energy facilities and services:

AIR QUALITY SECTION

I. Thresholds

A. Will the project meet or exceed any review thresholds related to **air quality** (see 301 CMR 11.03(8))? ___ Yes **X** No; if yes, specify, in quantitative terms:

B. Does the project require any state permits related to **air quality**? ___ Yes **X** No; if yes, specify which permit:

C. If you answered "No" to both questions A and B, proceed to the **Solid and Hazardous Waste Section**. If you answered "Yes" to either question A or question B, fill out the remainder of the Air Quality Section below.

II. Impacts and Permits

A. Does the project involve construction or modification of a major stationary source (see 310 CMR 7.00, Appendix A)? ___ Yes ___ No; if yes, describe existing and proposed emissions (in tons per day) of:

	<u>Existing</u>	<u>Change</u>	<u>Total</u>
Particulate matter	_____	_____	_____
Carbon monoxide	_____	_____	_____
Sulfur dioxide	_____	_____	_____
Volatile organic compounds	_____	_____	_____

CERTIFICATIONS:

1. The Public Notice of Environmental Review has been/will be published in the following newspapers in accordance with 301 CMR 11.15(1):

The Inquirer and Mirror, Nantucket, MA
(Name)

January 8, 2009
(Date)

2. This form has been circulated to Agencies and Persons in accordance with 301 CMR 11.16(2).



Date Signature of Responsible Officer
 or Proponent

Charles Gibson, Project Manager
Name (print or type)

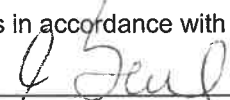
Town of Nantucket
Firm/Agency

20 South Water Street
Street

Nantucket, MA, 02554
Municipality/State/Zip

(508) 228-1212
Phone

Fax



Date Signature of person preparing
 ENF (if different from above)

Amy Ball, Senior Wetland Scientist
Name (print or type)

Horsley Witten Group, Inc.
Firm/Agency

90 Route 6A
Street

Sandwich, MA, 02563
Municipality/State/Zip

(508) 833-6600 x 119
Phone

(508) 833-3150
Fax

Attachment 7

Affirmative Fair Housing Marketing Plan Documents



Habitat for Humanity Nantucket

APPLICATIONS AVAILABLE

6 Affordable Homes for Purchase:

To be Built on Waitt Drive, Nantucket, MA

House price: 2-bedroom: \$231,750

House price : 3-bedroom: \$275,000

Estimated monthly payment: \$1,715



Applications may be obtained :

- Online www.habitatnantucket.org
- At the Habitat for Humanity office 75 Old South Road
- Or call to have an application mailed to you: 508-325-8912

Persons considering applying are strongly encouraged to attend an applicant information meeting:

Workshops will be Virtual, using ZOOM on your computer.

- To sign up and receive the link and password, send an email to gennifer@habitatnantucket.org
- You need to have a paper application to look at during the workshop.
- Specify which date you choose.

TBD 6:30pm, TBD 6:30pm , TBD 10:30am . Any questions: call 508-221-2534 or email gennifer@habitatnantucket.org

APPLICATION DEADLINE: TBD LOTTERY DATE: TBD Income Guidelines:

Maximum income eligibility is income at or below 80%.

Persons considering applying are strongly encouraged to attend an applicant information meeting:

Workshops will be Virtual, using ZOOM on your computer.

80% of Area Median Income by family size Effective April 1, 2023 (Adjusted annually by HUD/FHLBB)

	80%
1	\$73,500
2	\$79,750
3	\$89,750
4	\$99,700

This is the maximum *gross* income your household may earn and be eligible for consideration for a Habitat for Humanity home on Nantucket.

You may qualify for Habitat home ownership, if you are:

- in critical need of year-round affordable housing, *and*
- willing to complete the required 350 hours of "sweat equity" on your home and other Habitat projects
- able to make housing payments of approximately \$1,715 per month, *and*
- unable to qualify for conventional mortgage financing of a market rate house, *and*
- first time home buyer (some exceptions apply; described in application packet), *and*
- U.S. Citizen or Permanent Resident

Habitat for Humanity of Nantucket does not discriminate in the selection of applicants. Habitat for Humanity of Nantucket is not-for-profit organization and we do business in accordance with Federal and Massachusetts Fair Lending Laws.





Date: TBD
To: Habitat Homeowners
From: Habitat Nantucket

Re: *Please help spread the word!*

Applications now available for 4 new affordable Habitat for Humanity homes

Perhaps you have a friend or colleague at work whose family is in need of a decent and affordable home?

We have attached a flier to make it easy for you to help spread the word, or you can let people know that the information will be up on our website beginning TBD , 2023 at www.habitatnantucket.org.

From the opening date of TBD , to the deadline of TBD , we will be accepting applications for 6 homes on Waitt Drive.

- ❖ 2 2-bedroom Single Family \$231,750
- ❖ 2 3 bedroom Single Family \$275,000

The basic information is on the flier. As always, we encourage interested applicants to attend one of the information sessions to get all the details and have their questions answered.

Thanks for anything you do to inform others who might appreciate the opportunity to build their own home alongside Habitat's volunteers.



Habitat for Humanity of Nantucket

75 Old South Road, Box 1022, Nantucket, MA 02445
508-325-8912 www.habitatnantucket.org

Date Here

Dear Friend,

Perhaps you know of a family in great need of a decent, affordable home?

We are writing in the hope that you will help us get the word out that applications are being accepted for six affordable Habitat homes. Located on Waitt Drive , there will be X single- family home and X duplex, all homes will have 2 bedrooms, 2 baths and an unfinished basement.

Habitat for Humanity offers the opportunity of homeownership to families who live or work on Nantucket, and have a critical need for a decent affordable home, who are willing to partner with Habitat in the construction of their home (i.e. work side-by-side for 350 hours with construction volunteers), and who have the ability to make a monthly mortgage payment estimated to be around \$XXXX for each of the six offered homes , which includes escrow for property taxes homeowner's insurance and homeowners' association fees.

Maximum household income for all three units is 80% of area median income. Example: For a 4-person household, the current maximum income at 80% is \$104,950. These income guidelines are adjusted annually.

The enclosed fliers to post give complete information about how to obtain an application and about the public information sessions Habitat will hold to inform and assist potential applicants. Also included is a short notice announcement for your newsletter.

Because **TBD, 2023** is an absolute deadline, we greatly appreciate anything you might do to help us get the word out to those who might benefit from this opportunity.

Best Regards,

Joe Grause
Chair, Homeowner Selection Committee

p.s. – Please call our office at 508-325-8912 if you would like to receive any of this information electronically.

Habitat for Humanity of Nantucket does not discriminate in the selection of applicants. Habitat for Humanity of Nantucket is a not-for-profit organization and we do business in accordance with Federal and Massachusetts Fair Lending Laws.





HABITAT FOR HUMANITY OF Nantucket
75 Old South Road, Box 1022 • Nantucket, MA 02554 • 508-325-8912

PSA FOR IMMEDIATE RELEASE

Affordable Homeownership Applications are available for Nantucket homes

Applications are available now for 4 homes, two are 3-bedroom single family, two are 2-bedroom single family, to be built on Nantucket. More information about applying for a Habitat home is available on the website: www.habitatnantucket.org.

Applicants are urged to attend one of the information workshops for prospective buyers.

Location: Nantucket Atheneum, 1 India Street, Nantucket, MA
Dates/Times: TBA 2024

Location: Habitat for Humanity, 75 Old South Road, Nantucket, Ma 02554
Dates/Times: TBA 2024

Applicant households must be income eligible with a maximum 60% - 65% of area median income by household size.

Applicant households must be willing to commit 350 hours of sweat equity to building the home and have a housing need.

The monthly housing payment (mortgage, taxes, insurance) for these homes is estimated to be around \$xxxx per month depending on cost of taxes and insurance, and other terms.

Applications are available at:

- Online at the Habitat website: habitatnantucket.org
- Nantucket Atheneum, 1 India Street., Nantucket, MA
- Habitat for Humanity office: 75 Old South Road, Nantucket, Ma 02554
- Or call to have an application mailed to you: 508-325-8912 (Habitat office)

The deadline for application submission to the Habitat office is xxxx .

Habitat for Humanity of Nantucket is a not-for-profit organization and we do business in accordance with Federal and Massachusetts Fair Lending Laws.

Media contact: Gennifer Costanzo, Development & Communications Coordinator
Habitat for Humanity of Nantucket
35 Old South Road Box 1022 , MA 02554
508-228-8912





Affordable Home Ownership Opportunity **Applying For 4 Habitat for Humanity Homes** **On Waitt Drive, Nantucket, Ma 02554**

You may be eligible for a Habitat home, if:

- ✓ You are in critical need of year-round affordable housing, *and*
- ✓ You are willing to complete the required "sweat equity" on your home and other Habitat projects (350 hours) and
- ✓ You are eligible under the income and asset limits, *and*
- ✓ You are able to make monthly housing payments of approximately **\$1,178- 1,086**
- ✓ You are unable to qualify for conventional mortgage financing for a market rate home, *and*
- ✓ You are a first-time home buyer (some exceptions apply; see application packet for more information)
- ✓ You are a U.S. Citizen or Permanent Resident.

Application period: Applications will be available beginning TBA 2024. We accept applications during a 60-day period, until TBA 2024. The completed Application packet with required documentation, must be received in the Nantucket Habitat office; or postmarked on or before TBA 2024. A mailed application must be received no later than 5 business days after the postmark. Applications may not be submitted by fax or email.

Applications will be available at public locations in the town of Nantucket, at the Habitat office located at 75 Old South Rd. , online at the Habitat website, and by mail. Call Habitat at 508-325-8912 when the application period opens, to request an application to be mailed to you.

Check www.habitatnantucket.org for more information, or contact: Gennifer Costanzo, Development & Communications Coordinator gennifer@nantuckethabitat.org 508-221-2534

Information about Habitat for Humanity Homes

How many? What size? What else should I know?

This phase of the Waitt Drive project will be comprised of four homes:

- 2 three- bedroom, three and a half baths with 1650 sqft of liveable area..
- 2 two-bedroom, two and a half-bath with 1300 sqft of livable area.

We anticipate home construction to take about 10 to 12 months from wall raising day.

There will be a homeowners' association for the Waitt Dr. homes, to provide for the common maintenance of the access drive and common landscaping.

All the homes will share paved driveway(s), full basements, front porch, and come equipped with kitchen appliances (stove, refrigerator, dishwasher), laundry appliances, and air-source heat pumps for heating, cooling and hot water.

Sample House Price and Monthly Payment – *Estimated**

	3-bedroom Single Family	2-bedroom Single Family
House Price	\$275,000	\$231,750
Principal Payment	\$772	\$653
Escrow Payment*	\$406	\$433
Total Monthly Payment*	\$1,178	\$1,086

*These are sample **estimates** for monthly principal, property taxes, insurance and homeowners' association \$60/month fee. Actual costs will vary.

Because we cannot accurately project an occupancy date, we urge applicants to maintain the best housing circumstances possible until their new house is ready.

Reasonable Accommodation: If, because of the disability of a household member your family needs consideration of a modification to the home or some aspect of our program, please add this request to your application.

What You Should Know About Building a Home with Habitat for Humanity

Income Eligibility

Maximum income eligibility is household income at or below 60% of area median income by household size for four homes, and at or below 60% for two homes.

60% of Area Median Income by Family Size Effective April 1, 2023 (Adjusted annually by HUD/FHLBB)

Family Size	60%	80%
2	\$59,850	\$79,800
3	\$67,313	\$89,750
4	\$74,775	\$99,700

***This is the maximum *gross*, current and anticipated, annual income your household may earn and be eligible for consideration for a Habitat for Humanity home on Nantucket.

ASSET LIMITATION: Total of all household assets must be under **\$75,000**.

Sweat Equity and Unique Habitat for Humanity Partnership Requirements

You will be building your own home alongside community volunteers! Habitat for Humanity Nantucket expects construction to take 4-6 months. The sweat equity requirement is 350 hours per adult in your household.. Sweat equity must be completed before we will close on your home. You will be assigned a volunteer partner to mentor and support you during the construction period and the first year of homeownership.

Affordability: To keep our homes affordable, we rely on cash donations, grants, land donations, volunteerism, and gifts of materials and professional services. . Our homes are deed restricted to continue as affordable homes in perpetuity. In your application packet, be sure to review the "Important Information" sheet for some details about eligibility and affordable housing restrictions.

Application Review Process: Your complete application will be evaluated for your financial eligibility. If it receives a preliminary approval, it moves to a family interview committee. You will be contacted for an appointment, for two volunteers to visit your family in your home, to interview you and evaluate your family's housing needs and "willingness to partner with Habitat" - including fulfilling requirements such as sweat equity. At that point, there will be a final review of your application, and if qualified, your application number is entered into a lottery. If your application is rejected at any step, you will also be notified. Successful applicants and other finalists will be notified after the lottery.

More about Habitat for Humanity: HHN is a 501(c)3 non-profit organization , with a mission to build homes, hope, lives and community on Nantucket. We work to provide the opportunity of affordable home ownership on Nantucket. Homes are built in partnership with families who have a need for decent, affordable housing and do not have the financial means to build or purchase a home through conventional financing.

Habitat for Humanity of Nantucket does not discriminate in the selection of applicants. Habitat for Humanity Nantucket is a not-for-profit organization and we do business in accordance with Federal and Massachusetts Fair Lending Laws.



Important Information

Affordable Home Deed Rider: This home will be sold with a deed rider that **preserves** it as an affordable home in the future. This rider will limit the sales price of the house in the future so that it will be affordable again to an income eligible household. The rider will also require the home to be used as your primary residence. Renting of the home is not allowed, any financing or capital improvements will need the approval of the Town, Habitat and the Executive Office of Housing and Livable Communities (EOHLC). A copy of the deed rider may be viewed at:

<http://www.mass.gov/hed/docs/dhcd/hd/liprider.pdf>

NON DISCRIMINATION: Habitat of Humanity of Nantucket does not discriminate in the selection of applicants on the basis of race, color, national origin, disability, ancestry, children, familial status, genetic information, material status, public assistance reciprocity, religion, sex, sexual orientation, gender identity, veteran/military status, or any other basis prohibited by law.

FINANCIAL INTEREST: Individuals who have a financial interest in the development and their families shall not be eligible.

PRIVACY NOTICE is enclosed in the packet

HABITAT FOR HUMANITY HOME MORTGAGE POLICY: All applicants will be pre-approved for a Habitat for Humanity no-interest mortgage as part of determining eligibility for the final lottery.

“FIRST TIME HOMEBUYER” DEFINITION EXPLAINED- To qualify you must be a “first time homebuyer.”

However, there are several important EXCEPTIONS. If any of these expectations describe YOUR situation, you may still be considered a qualified “first time homebuyer” for the purchase of this application.

First time homebuyer means: The household shall not have owned a home within three years preceding the application.

Exceptions to this rule include:

1. displaced homemakers , where the displaced homemaker (an adult who has not worked full time, full-year in the labor force for a number of years but has , during such years, worked primarily without remuneration to care for the home and family), while a homemaker, owned a home with his or her partner or resided in a home owned by the partner;
2. single parents , where the individual owned s home with his or her partner or resided in a home owned by the partner and is a single parent(is unmarried or legally separated from a spouse and either has one or more children of whom the individual has custody or joint custody , or is pregnant);
3. households where at least one household member is 55 or older;
4. households that owned a principal residence not permanently affixed to a permanent foundation in accordance with applicable regulations; and
5. households that owned a property that was not in compliance with state, local or model building codes and that cannot be brought into compliance for less than the cost of constructing a permanent structure.

Please note: Even if you qualify for the exception, your previously owned home must be sold before the date of your application.

FINAL LOTTERY preferences: In the final lottery of eligible candidates there are certain preferences, including, first, for households that need the number of bedrooms being offered above smaller families. Then, for two of the homes, a preference for local applicants (as defined on checklist form) over non-local applicants.

The information on the "Government Monitoring Form" as to minority / non-minority status will be used to ensure that Local Preference does not create a discriminatory consequence in the lottery.

REPORTING OF ALL INCOME AND ASSETS:

INCOME

- **All income of all adults 18 or older** who are members of the household to live in the Habitat home (even if temporarily away) must be reported.
- Most of the **income of full-time students over 18**, other than head of household or spouse, will be disregarded for eligibility purposes as long as their student status is documented (but it still must be reported and documented).
- Adult household members with **zero income** must sign a certification of zero income.
- There are a **very few sources of income that are not counted as income**. You should report all income. Our credit reviewers have the list of excluded income, and will disregard any income on that list. If you have a question whether a source should be counted, list and document it, and put that question in your cover note. (Examples may include certain one-time payments, or compensation specifically for medical expenses)
- Habitat for Humanity of Nantucket uses **the standards of HUD 24 CFR 24 5.609 and LIP guidelines** in considering what income to count, and the required methodology of the Federal Home Loan Bank of Boston Affordable Housing Program.

ASSETS

All assets of all household members, including minor children, should be listed in the application with their value, and documented. **There is a \$75,000 asset limitation** to qualify as an affordable home ownership applicant under the EOHLC Ch. 40B program (which governs the homes you are applying for with Habitat. Habitat's **reference for what assets shall be considered is HUD Handbook (6/07) Exhibit 5-2: Assets**. Common assets are cash (including the cash from lump sum payments, even if not counted as income) held in bank accounts or in other ways, revocable trusts, rental or capital investment income, stocks, bonds, treasury bills, C.D.s, retirement accounts, if the holder has access to the funds (even with a penalty), face value of whole (not term) life insurance, and others. Excluded from the limit is certain personal property (such as car, furniture, wedding ring, and other) that is not held as an investment, and assets (other than owned rental property) that are part of an active business. All assets should be reported. Habitat's credit reviewers will reference the list of what is included/excluded if this may make a difference in an applicant's eligibility for our program.

REASONABLE ACCOMMODATION: persons with disabilities have the right to request a reasonable accommodation related to the home, or to some aspect of the Habitat process. Please see the bottom of Application, Page 1, asking if a modification will be needed to the home, and the Sweat Equity Form, where we ask about restrictions to your participation and what you *will* be able to do. You must document that you/a household member has a disability, and the relevant restrictions for the accommodations you are requesting.





Habitat for Humanity of Nantucket

Box 1022, Nantucket, Ma, 02554

508-228-1022 • fax 508- • www.habitatnantucket.org

Habitat for Humanity of Nantucket, Inc. Privacy Statement and Notice

At Habitat for Humanity of Nantucket, we are committed to keeping your information private. We recognize the importance applicants, program families, tenants, and homeowners place on the privacy and confidentiality of their information. While new technologies allow us to more efficiently serve our customers, we are committed to maintaining privacy standards that are synonymous with our established and trusted name.

When collecting, storing, and retrieving applicant, program family, tenant, and homeowner data – such as tax returns, pay stubs, credit reports, employment verifications and payment history – internal controls are maintained throughout the process to ensure security and confidentiality.

We collect nonpublic personal information about you from the following sources:

- Information we receive from you on applications or other forms;
- Information about your transactions with us, our affiliates, or others; and
- Information we receive from a consumer reporting agency. Credit reports are not used to screen out applicants.

We may disclose the following kinds of non-public personal information about you:

- Information we receive from you on applications or other forms, such as your name, address, social security number, income and assets, and sources of income
- Information about your transactions with us such as your loan balance and payment history
- Information we receive from a consumer reporting agency such as your creditworthiness and credit history.

Habitat for Humanity of Nantucket employees and volunteers are subject to a written policy regarding confidentiality and access to applicant data is restricted to staff and volunteers on an as-needed basis. Information is used for lawful business purposes and is never shared with third parties without your consent, except as permitted by law.

As permitted by law, we may disclose nonpublic personal information about you to the following types of third parties:

- Financial service providers, such as mortgage servicing agents- United States Dept. of Agriculture (USDA), Eastern Bank.
- Nonprofit organizations or governments; and related entities authorized to oversee grant compliance- Federal Home Loan Bank of Boston (FHLBB)
- Consumer Reporting Agencies

Please note that if Habitat for Humanity of Nantucket would be disclosing your nonpublic personal information to *non-affiliated third parties* – other than those permitted by law listed above – you would be given the opportunity to “opt out” of these disclosures by calling our office at 508-228-8912. **However, we do not disclose your information**





Applicant Checklist and Guide to Answering Questions For All Applicants:

Applicant Name _____

The following materials are needed to complete your application for a Habitat home. Please complete this checklist, keep it, and return a copy with your application.

PRESENT HOUSING CONDITIONS:

- All landlord contact info is provided on page 1 of application (information for the past two years).
- Housing Need Statement/Letter: Why do you need a Habitat home? Describe any circumstance about your current housing that relates to your serious need for an affordable home: poor condition of current residence, overcrowded living conditions, high rent compared to income, being homeless or at high risk of being homeless, or other. Be specific. Include eviction notices, notice of possible sale of property you are renting or other information to support your statement. Describe efforts to find other, more suitable housing. Document whatever the interviewers will not be able to see during a home visit.

LOCAL PREFERENCE:

There is local preference for **X** of the 4 homes, for households who currently live, or are employed in the Town of Nantucket and/or persons with a bona fide job offer in the Town, or whose children attend public school in the Town of Nantucket. If that applies to you, please provide documentation.

ASSETS & DEBT:

See the "Required Protected Information" sheet (Page 5) of application. This must be filled out completely. Attach additional sheets, if needed to list all assets for all household members, as well as listing all debt for Applicant #1 and #2.

Debt means any money that you owe to someone else: credit card charges, retail store credit charges, car loan, personal loan, student loan, charge-offs.

INCOME INFORMATION & DOCUMENTATION:

- All income of all adults 18 or older, who will be members of the household in the Habitat home, (even if they are temporarily away) must be reported on Pg. 2 of the application. Add an extra page if needed.
- Documentation of full-time student status for dependent household members between the ages of 18 and 25. Up-to-date receipts of payment of registration or a letter provided by the high school or college are examples.

Be sure to submit your application with all the documentation you have by the deadline.

If you are still waiting for a copy, enclose a note stating the returns you have requested of the IRS and on what date you made your request.

- *If you did NOT file an IRS return for any of these years, enclose a signed letter explaining why you did not have a legal obligation to file a tax return for that year.*

CITIZENSHIP or U.S. PERMANENT RESIDENCY STATUS:

- Submit a copy of one of the following: U.S. birth certificate, OR U.S. certification of birth abroad, or US passport, OR certificate of naturalization, OR permanent resident.

Applicants must be U.S. citizens OR have secured their permanent residency status and provide documentation at the time of submitting the application.

AUTHORIZATION TO RELEASE INFORMATION:

- Return the signed form. All household members, age 18 and over, must sign a Release.

CLOSING COSTS:

- Explanation of source of closing costs and insurance. Where will you be getting the money to pay the closing costs? The closing costs are estimated to be about \$4,900. It is important to describe the plan you will develop for meeting this obligation. You will need to have it when you actually purchase the home.

If any part of the closing costs is a gift, provide a signed statement from the individual donor, stating that it is a gift.

WILLINGNESS TO PARTNER—SWEAT EQUITY FORM:

- Signed statement about Sweat Equity: Answer the questions and sign it--- use the back or attach another paper if necessary.
- If you, or a household member, needs specialized care from others in the household, for medical or safety reasons, please provide documentation of the disability from the physician.
- **Complete the "Information for Government Monitoring Purposes Form"**
- **APPLICATION IS SIGNED AND DATED BY APPLICANT AND CO-APPLICANT.**
Don't forget to do this step!

Applicant Checklist for Lottery Winners And Guide to Answering Questions

INCOME INFORMATION & DOCUMENTATION:

- Provide all employer contact information (for all jobs, for all adult household members) on Pg.2 of the application. If additional employer information needs to be provided, because you worked at your present position less than 3 years, include that employer contact information (name, address, phone #) and start/end dates, on a separate sheet as well.

Include the address we should use to mail a Verification of Employment Form on that form for each employer and return it with your application.

You do not send the verification form- It is required that we send it to your employer.

- Pay stubs for the **most recent 4 consecutive weeks** of each job for each working adult (18+) in the household. Continue to save your paystubs, as new ones may be requested later in the process.
- Explanation of seasonal/part-time/part year employment, if applicable (so reviewers will understand duration and earnings from each job during a full year).
- Complete documentation of any self-employment income and expenses.
- Child Support, Social Security, Disability Income, Unemployment, other compensation sources. Provide the most recent *official* documentation (i.e. court orders, award letter, not bank statement) for all non-employment sources of income (this should correspond to those checked on the income page of the application).

If benefits or compensation are temporary, please indicate the date the income will stop. If expected child support is not being received, provide official documentation of what you are actually receiving. We also need official documentation of custody arrangements if children living in the home have parents living elsewhere.

- Bank Statements –Complete statements for the most recent **2 months** for ALL checking and savings accounts, for all adults and children (or copy of passbook for passbook savings account).
- Investment and Retirement Accounts- Complete statements for the most recent 3 months
- 2021 Signed copy of Federal Tax Return with W-2s and 1099s
- 2022 Signed copy of Federal Tax Return with W-2s and 1099s

Note: Federal IRS returns only – NOT your MA or other state returns

Even though you signed the tax return when it was filed, you need to sign it again on the copies.

If you do not have copies of your tax returns, you should immediately take steps to request them. We need a copy of the actual tax return. To receive official IRS printouts of Income Tax Returns: Call 1-800-829-1040.

EXPENSES AND DEBT:

Please list all **debts** and monthly payments on debts on the Required Protected Information sheet (Application Pg. 5).

Copies of most recent billing statements:

- Electric
- Gas and/or Oil
(We need to be able to estimate average heating costs for the year (whether electric, oil or gas). Most companies supply a graph of your usage for each of the months of the year. If yours does not, please call and ask them to give you information about your use for the year and include that with your application. If heat is included in your rent, this is not necessary.)
- Food. Leave this blank. We will use the United States Department of Agriculture estimates for calculating your food costs.

Bill showing most recent payment:

- Car and/or student and/or other loans (if applicable)
- All Phones
- Cable TV
- Loans, including the statement showing current status of any student loan
- Credit Cards (all)
- Car or other insurance bills
- Other monthly/quarterly bills
- Other debt obligations (paid by your household – child support, alimony, payment plans, any other. Please explain)
- If you answered yes to any items A – E on page 3 of the application, attach an explanation.

WILLINGNESS TO PARTNER—SWEAT EQUITY FORM:

- Signed statement about Sweat Equity: Answer the questions and sign it--- use the back or attach another paper if necessary.
- If you, or a household member, needs specialized care from others in the household, for medical or safety reasons, please provide documentation of the disability from the physician.

- **Complete the “Information for Government Monitoring Purposes Form”**
- **APPLICATION IS SIGNED AND DATED BY APPLICANT AND CO-APPLICANT.
Don’t forget to do this step!**

CREDIT INFORMATION (for you)

Habitat for Humanity strongly encourages all applicants to request a copy of their credit report to be able to review and be aware of the same information that we will use to make our determination.

- Every consumer may request and receive one free credit report per year.*

* Free – do not be tricked by commercials or internet advertisements that charge for this service!

Call CENTRAL SOURCE: 1-877-322-8228

or at

www.annualcreditreport.com

Often credit reports contain errors that need to be corrected by the consumer. ***If you have recently resolved a debit or credit problem, or corrected a mistake on your report, please include an explanation of these recent changes, along with any documentation available, with your application. Depending on how recently you have resolved a problem, it is very possible this updated information would not appear on your credit report.***

If you discover past debts on your credit report that you have not paid and are not now paying, please make arrangements to address them, and include with your application, the documents of your efforts to do that.

Habitat will obtain its own copy of your credit report. Do NOT supply a credit report with your application. The contact info above is for your information and use.

After you submit your application packet, keep saving all new documents: paystubs, income statements, bills, bank/credit/store account statements.



Habitat for Humanity of Nantucket

Box 1022, Nantucket, MA 02554

Telephone: 508-325-8912



April XX, 2024 Application for 4 Homes Waitt Drive Nantucket

Please Note:

In addition to this Application Form Applicant(s) must apply for – and receive - a mortgage pre-approval letter from a financial institution. It is the Applicant's responsibility to provide the financial institution with all information required to issue the pre-approval letter.

HOUSEHOLD INFORMATION

Applicant's Name:	Co-Applicant's Name:
Date of Birth: / /	Date of Birth: / /
☐ Married ☐ Separated ☐ Unmarried	☐ Married ☐ Separated ☐ Unmarried
Present Address:	Present Address:
Mailing Address (if different from above):	Mailing Address (if different from above):
Home Phone #:	Home Phone #:
Work Phone #:	Work Phone #:
Cell Phone #:	Cell Phone #:
e-mail:	e-mail:

Include the names of any child or adults (other than the applicants) who will live with you in your Habitat home:

Name	Age	✓M	✓F	Name	Age	✓M	✓F

PRESENT HOUSING CONDITION

Number of bedrooms where you currently live: ☐ 1 ☐ 2 ☐ 3 ☐ 4 ☐ 5

Other rooms where you currently live: ☐ kitchen ☐ dining room ☐ living room ☐ bathrooms # _____

Are utilities included in your rent? ☐ No ☐ Yes If yes: ☐ heat ☐ electric ☐ cable ☐ internet

Current Landlord Name:

Address:

Phone:

If you have lived at your current address less than two years, previous landlord info:

Name:

Address:

Phone:

Do you live or work in the Town of Nantucket, or have a child who attends public school on Nantucket?

☐ Yes ☐ No

Will you, or a member of your family, require handicap access or modifications? ☐ Yes ☐ No

(If, due to a severe medical condition, a couple will require separate bedrooms, a statement and medical documentation from your physician are required to be submitted with this application.)

A HOUSING NEED STATEMENT: On a separate sheet of paper, clearly state why you need a Habitat home. See the applicant checklist for details about what you should include.

INCOME INFORMATION

Please include income from ALL household members age 18 or older who receive income.
Any dependent household members between the ages of 18 and 25 who are students need to supply documentation of their full-time student status. Add another page, if needed to write details.

	Applicant Job (1)	Applicant Job (2)	Co-Applicant Job (1)	Co-Applicant Job (2)
Gross Monthly Pay				
Net Monthly Pay				
Hours Regularly Worked Per Week				
Start date for this job				
Year-round or Seasonal (start & end dates), # of hours per day				
Your Position or Title				
Employer's Name and Address				
Phone Number				
Person and address to receive Verification of Employment Form				

If employed less than **two** years at primary job, add details of previous employment, including name/address/phone number of the contact person, start/end dates, on a separate sheet of paper.

OTHER INCOME: Indicate monthly income of any sources that apply to your family (for example: TAFDC, EAEDC, Workman's Compensation, Veteran's Benefits, Child Support, Alimony, Unemployment Compensation, Social Security Benefits, Pension Income, Disability Income, Investment Income, or other income (please specify)).

Source of Income	Monthly Amount:	Source of Income	Monthly Amount:
Child Support/Alimony:		Unemployment Compensation:	
Social Security Payments:		Pension Income:	
Disability Income:		Other (please specify):	
Interest and Dividends:		Other (please specify):	

I/We currently receive the following types and amounts of monthly assistance:

MassHealth: ☐ Yes ☐ No Rental subsidy or voucher: \$ Fuel Assistance: \$

Food Stamps: \$ Number of children eligible for free/reduced lunch program:

SOURCE OF CLOSING COSTS:

Include a statement that explains how you will finance closing costs. See applicant checklist for details.

OTHER IMPORTANT INFORMATION

Please circle the box that best answers the question for both applicant and co-applicant:

		Applicant		Co-Applicant	
A	Do you have any debt because of a court decision against you?	YES	NO	YES	NO
B	Have you been declared bankrupt within the last 7 years?	YES	NO	YES	NO
C	Have you had any property foreclosed on in the last 7 years?	YES	NO	YES	NO
D	Are you currently involved in a lawsuit?	YES	NO	YES	NO
E	Have you owned a home within the last three years? (If yes, provide an explanation and see the important information page).	YES	NO	YES	NO

Answering "YES" to any of the above questions DOES NOT automatically disqualify you. If you answered "YES" to any question A through E, however, please explain on a separate sheet of paper.

Do the children, listed on page one, have parents who live elsewhere? ☐ Yes ☐ No
If yes, please document the custody agreement.

Are you a U.S. Citizen or do you have U.S. Permanent Residency Status? ☐ Yes ☐ No
You must have one or the other to be eligible for a Habitat home. See applicant checklist for required documentation.

Do you own any land? ☐ Yes ☐ No If yes, please include a description and its location

Do you currently own a home or have you previously owned a home? ☐ Yes ☐ No

AUTHORIZATION AND RELEASE

I/we understand that, by filing this application,

1. Habitat for Humanity of Nantucket is authorized to make a preliminary review of my/our qualifications as a potential Habitat owner and if I/we qualify I/we request that I/we be included in the Lottery to select finalist candidates for the four Habitat homes being offered.
2. If I/we am/are one of the families selected in the Lottery, I/we further authorize Habitat to evaluate my/our actual need for a Habitat home, ability to qualify for a mortgage loan typical of Habitat homeownership, bear other expenses of home ownership, and willingness to fulfill Habitat program partnership requirements, including sweat equity and pre-purchase courses. I/we understand that the selected finalist evaluation will include a personal visit, a credit check, landlord checks, and employment verification.
3. I/we have applied for and received a mortgage pre-approval letter from a financial institution. That letter is included as part of this Application.
4. I/we have answered all the questions on this application truthfully. I/we understand that if any questions are found to not be answered truthfully, this application may be denied, and I/we may be disqualified from the program.
5. If selected as a potential home recipient in the Lottery I/we agree to supply all additional information requested by Habitat, including tax returns, pay stubs and bank account information. I/we authorize Habitat for Humanity of Nantucket to conduct a check on my credit history, contact landlord and employment references, and check the Sex Offender Registry.
6. The original or a copy of this application will be retained by Habitat for Humanity of Nantucket for a limited time even if the application is not approved. All information on the Protected Information sheet is part of the application, and I/we am/are certifying that information to be complete and true.

Applicants, and other adults residing in the home, must sign below to show agreement with the above paragraph. This is required for your application to be considered.

Applicant's Signature	Date	Co-Applicant's Signature	Date
Other Adult (non-applicant) Signature	Date	Other Adult (non-applicant) Signature	Date

YOUR APPLICATION CANNOT BE PROCESSED WITHOUT THE FOLLOWING INFORMATION

Be sure to submit:

- ☐ This completed and signed application
- ☐ A Mortgage Pre-Approval Letter from a Lending Institution
- ☐ A completed copy of the checklist
- ☐ All the documentation required – it is listed on the checklist
- ☐ A signed statement by you that describes your present housing circumstances and why you have a serious need for a safe, decent, affordable house
- ☐ A signed statement about sweat equity and ability to pay

REQUIRED PROTECTED INFORMATION

The following information is required.

Applicant's Name:

Co-Applicant's Name:

Social Security Number:

Social Security Number:

ASSETS

List all checking / savings / CD / IRA / or 401k accounts / savings bonds / investment / stock, etc. for all household members, including minor children. Use another page if necessary.

Name on Account	Name of Bank/Institution, address	Account Number	Balance

List other assets and approximate value (make and year of cars, boats, other high-value personal property, etc.)

Item:	Value:	Item:	Value:

DEBT

Use another page for additional debt accounts, or to explain debt that is in arrears or has a payment plan.

List **ALL** debts below (Credit Card Debt, Car Loans, Taxes in Arrears, Student Loans, Medical Debt, Etc.)

Creditor and address	Account number	Monthly Payment	Unpaid balance

I hereby certify that within the past two years (choose one) I ☐ have, or ☐ have not, disposed of assets for less than the fair market value through a sale or a gift. List assets, if necessary: _____

The above is a complete and true representation of all household assets, debts, credit and complete information as requested Applicant's

Signature _____ Date _____

Co-Applicant's Signature _____ Date _____

Deadline Date: The Application packet must be received in the Habitat Office; or postmarked on or before _____. A mailed application must be received no later than 5 business days after the postmark. Applications may NOT be submitted by fax or email.

INFORMATION FOR GOVERNMENT MONITORING PURPOSES FORM

Lender: The following information is requested by the Federal Government for certain types of loans related to a dwelling, in order to monitor the Lender's compliance with equal credit opportunity, fair housing and home mortgage disclosure laws. You are not required to furnish this information, but are encouraged to do so. The law provides that a Lender may neither discriminate on the basis of this information, nor on whether you choose to furnish it. If you furnish the information, please provide both ethnicity and race. For race, you may check more than one designation. If you do not furnish ethnicity, race, or sex, under Federal regulations, this lender is required to note the information on the basis of visual observation or surname. If you do not wish to furnish the information, please check the box below. Although disclosing minority status is optional, it is helpful in determining status for a lottery. (Lender must review the above material to assure the disclosures satisfy all requirements to which the lender is subject under applicable state law for the particular loan applied for.)

*** Please check off correct info in each category and sign. THANK YOU!***

APPLICANT

☐ I do not wish to furnish this information

CO-APPLICANT (if applicable)

☐ I do not wish to furnish this information

ETHNICITY

☐ Hispanic or Latino
☐ Not Hispanic or Latino

☐ Hispanic or Latino
☐ Not Hispanic or Latino

RACE/MULTI RACE AND NATIONAL ORIGIN

☐ American Indian, Alaskan Native
☐ Asian
☐ Black or African American
☐ Native Hawaiian or Other Pacific Islander
☐ White
☐ American Indian or Alaskan Native *and* White
☐ Asian *and* White
☐ Black or African American *and* White
☐ Other Multiple Races
☐ American Indian or Alaskan Native
and Black or African American

☐ American Indian, Alaskan Native
☐ Asian
☐ Black or African American
☐ Native Hawaiian or Other Pacific Islander
☐ White
☐ American Indian or Alaskan Native *and* White
☐ Asian *and* White
☐ Black or African American *and* White
☐ Other Multiple Races
☐ American Indian or Alaskan Native
and Black or African American

GENDER

☐ Female
☐ Male

☐ Female
☐ Male

MARITAL STATUS

☐ Married
☐ Separated
☐ Unmarried (single, divorced, widowed)

☐ Married
☐ Separated
☐ Unmarried (single, divorced, widowed)

VETERAN STATUS

☐ US Veteran

☐ US Veteran

Is there any other household member who served in the armed services, or is a spouse, widow(er), parent or dependent of anyone that served in the armed services? ☐ Yes ☐ No

Applicant Signature

Co-Applicant Signature

Or – this information was completed by interviewer: _____

Signature

Date

SWEAT EQUITY FORM

REQUIRED ATTACHMENT TO YOUR APPLICATION

Sweat Equity/ Partnership Question: *Our sweat equity requirement is rigorous!* Habitat homeowners are required to work 350 hours each on building the home. You would not be allowed to move into the home until the hours are completed. Some weeks there will also be a required meeting or home ownership preparation workshop to attend. You do not need to be experienced in construction. We train and guide you in your sweat equity as you work side by side with other volunteers.

How will you arrange to have the time available?

How will you manage transportation to the site?

What child care arrangements will be available for you (children 14 and under are not allowed on the build site but up to 50 hours of baby-sitting time by family/friends can count toward your sweat equity hours)?

If any condition (disability) will restrict some aspect of your participation on the construction site, list the specific medical *restrictions your doctor has given you that will* limit which tasks you are assigned. How will you be able to participate?

OR If a disability of a dependent household member (because of their extraordinary or specialized care needs) may severely challenge your ability to personally perform the total number of hours usually required by adult household members, you may request a modification in the percentage of hours that may be done by friends and family.

- 1. Provide documentation of the disability from the physician.**
- 2. Describe how the care they need (while you are absent) is more specialized than general babysitting.**
- 3. How much extra help will you need from your friends and family to complete your sweat equity?**

Or circle: Not Applicable – if you have no medical restrictions to your participation.

Signed Date

Signed Date

Habitat for Humanity of Nantucket

Box 1022, Nantucket, MA 02554
508-325-8912 • www.habitatnantucket.org

AUTHORIZATION TO RELEASE INFORMATION

To: _____

RE:

I, and/or adults in my household, have applied for housing and a mortgage from Habitat for Humanity of Nantucket(HHN). As part of the process or in considering my household for a Habitat for Humanity home and a Habitat mortgage, HHN may verify information contained in my application.

I, or another adult in my household, authorize you to provide HHN for verification purposes the following applicable information:

- Past and present employment or income records
- Bank account, stock holdings, and any other asset balances
- Past and present landlord references
- Other consumer credit references

I further authorize HHN to order a consumer credit report and verify other credit information.

I understand that under the Right to Financial Privacy Act of 1978, 12 U.S.C. 3401, et seq., HHN is authorized to access my financial records held by financial institutions in connection with the consideration or administration of assistance to me. I also understand that financial records involving my home loan application will be available to HHN without further notice or authorization, but will not be disclosed or released by HHN to another Government agency or department or used for another purpose without my consent except as required or permitted by law.

This authorization is valid for the life of the loan.

The information HHN obtains is only to be used to process my application for a Habitat home and for a Habitat for Humanity home related loan. I acknowledge that I have received a copy of the Privacy Notice. A copy of this authorization may be accepted as an original.

Your prompt reply is appreciated.

X

 Signature (Applicant or Adult Household Member) Date

X

Signature (Applicant or Adult Household Member) **Date**

MEMORANDUM

To: Alyxandra Sabatino and Rieko Hayashi, EOHLC
From: Joe Grause and Gennifer Costanzo, Habitat Nantucket
Date: December 21, 2023
Re: Proposed Modified Application – Lottery - Finalist Process for Waitt Drive Village Development

Aly and Rieko,

Habitat Nantucket is working on our LAU application and, as we discussed on our Zoom call on the 5th, would like to modify the application and lottery process to reduce the upfront workload on our Selection Committee. Rather than gather all the information necessary to qualify/underwrite ALL applicants prior to the lottery, we would like to implement a two-step process where only lottery winners are reviewed.

The Selection Committee met a few days ago and outlined the following process:

1. Habitat's Affordable Fair Housing Marketing Plan would advertise in local and regional media as we did for our Benjamin Drive Project.
 2. Interested applicants would receive a shorter application that would gather some basic screening information. Applicants would be required to obtain a pre-approval letter from a local bank to be returned with their application.
 3. The Habitat family Selection Committee would review all submitted applications and eliminate any that had straight-forward violations like:
 - a. Assets exceeding \$75,000.
 - b. Current or previous home ownership.
 - c. Not US Citizens or permanent residents.
 4. Applicants not eliminated by these screens would be included in the Lottery. We would draw lottery numbers for both Open and Local Preference Groups*.
 5. The Lottery winners would then be supplied with a list of required financial information (tax returns, pay stub, employment verification, bank statements, etc.) that would enable Habitat to underwrite/evaluate their qualifications for homeownership. This stage would also include a home visit to verify the Habitat International "need" criteria.
- Note: Habitat Nantucket is anticipating two marketing periods and two lotteries: for the four single family homes first (in 2024) as three local preference homes and one "open" home and a second round (likely in 2025) with one local preference and one "open" unit.

We would appreciate your input on this idea.

Thanks!

Habitat for Humanity of Nantucket Inc. Project: Waitt Drive Village Project
Phase 1 construction: 4 homes – Two 2-bedroom single family home and Two 3-bedroom single family home.

The lottery process will conform to standards consistent with the requirements of the Executive Office of Housing and Livable Communities (EOHLC).

Habitat shall pre-qualify candidates according to its established criteria and then conduct the lottery, which shall not be public but which shall be monitored by a representative of the Nantucket Housing Authority acceptable to the EOHLC and the Town. The pre- and post- Lottery process will conform to HFHN's memo to the EOHLC dated December 21, 2023. Post-lottery, after final review of the selected applicants but before notification of lottery winners, the EOHLC or its designee shall be given the opportunity to certify the eligibility and qualifications of lottery winners. The HFHN Board of Directors will do final certification of the results.

Local preference: Assuming approval by EOHLC there will be a local preference pool for two of the four homes. The definition of local resident will be in conformance with EOHLC's Affirmative Fair Marketing Plan and will include households currently living in Town, households with a member employed by a local business or the municipality or school district, or with a household member attending public school in the Town. In conformance with EOHLC standards, no more than 70% of the units for this project may receive a local preference.

Minority participation: If the local preference pool does not have representation of minority applicants equal to or greater than the county percentage of 24.5% (the sum of Hispanic and black residents on Nantucket from the 2020 Census), then non-local minority applicants shall be added to the local pool (to equal that percentage) to satisfy that program requirement. These non-local minority applicants will be selected by having a pre-lottery of such applicants to select which such applicants will be added to the "resident" selection pool.

Household size/bedroom size: There will be a preference system within the selection process for households that will utilize all bedrooms of their home, with at least one person to a bedroom, with couples presumed to share a bedroom unless medical documentation is presented to demonstrate a true need for separate bedrooms. If there is no household of number/composition to fill all bedrooms, the earliest selection in the lottery of the size household that would fill all but one, will be given the opportunity to select a larger house size, and so on.

Local Preference Review:

- 1) Review of the total Applicant pool to determine whether there needs to be a special minority lottery held first as described above. If so – hold that lottery and re-categorize needed numbers of minorities as residents.
- 2) Mark all chips/listed applicants with applicant identifying number, R for Res where applicable; bedroom size house applicant will maximize, and the smaller bedroom size that would also be allowable (where applicable) without overcrowding.
- 3) The Lottery

- a. The Phase 1 AFHMP drawing will award the four single family homes, three as local preference, one as an “open” drawing.
- b. Local Preference Drawing – Enter all local preference chips for qualified local applicants in the first lottery. Draw all chips in order, logging in the order of selection and maintaining the record of the lottery for future reference.
- c. To assign each home, mark four chips with “3BR” (2 chips) and “2BR” (2 chips). To assign the first three local preference homes, draw a “bedroom number” chip and assign that home to the highest ranking applicant family that will maximize the number of bedrooms.
- d. After the three homes are assigned, combine all un-assigned chips with the “open” applicants and re-draw all the chips. Assign the fourth home as under “c”, above. Retain both lottery lists in case the selected applicants are disqualified during final review.

Habitat for Humanity of Nantucket

Project: Benjamin Drive : One 2-bedroom Duplex and one 2-bedroom home.

MARKETING PLAN FOR HOMEOWNERSHIP APPLICANTS

Time period: Application deadline shall be at least 60 days from the announcement of availability of applications. Marketing for these homes is scheduled so that purchasers are selected in time to participate, alongside volunteers, in the building of their homes.

Notice of application availability and public workshops:

- (1) Notices sent to area newspapers: Inquire Mirror (regional paper), and any other weekly or daily serving the Town where the new homes will be located. Two paid advertisements will be placed in the regional newspaper (I&M) – unless this required is waived by DHCD (related to equivalent/superior publicity with free notices & social media).
- (2) Public Service Announcements to local radio stations and local access cable TV
- (3) Notices and fliers sent to Nantucket Town Hall and local Chamber of Commerce
- (4) Notices and fliers sent to faith congregations and associations in the Town and surrounding Towns
- (5) Notices and fliers sent to Town and area housing and social service agencies, and organizations serving Nantucket's minority population, including all those included on the attached sheet.
- (6) Paper or electronic fliers distributed through the town Elementary and Middle Public Schools serving the Town, as allowed by the Superintendent; and the high school if it has an electronic distribution system
- (7) At least two public information sessions are held in the town to inform and assist potential applicants, in addition to sessions and individual assistance available at the Habitat office.
- (8) Applications will be available at one accessible Town location as well as from Habitat's office. The Town location will be open during daytime and evening hours.
- (9) Posting, as required on these websites: Massachusetts Affordable Housing Alliance (MAHA): <http://www.massaffordablehomes.org/default.aspx> and the Citizen's Housing and Planning Association (CHAPA): <http://www.massaccesshousingregistry.org/> and Massachusetts Affordable Homes: <http://www.massaffordablehomes.org/>
- (10) Translated materials: The "flyers" and the announcements on our website will also be translated and available in Portuguese and Spanish.

Please note, the above is a summary of the marketing plan. Attached is the specific outreach list where notices are placed.

Atheneum			eum.org			t		
Nantucket Chamber of Commerce	Local chamber of commerce	Executive Director	director@nantucketchamber.org	0 Main Street		Nantucket	MA	02554
Nantucket Cottage Hospital	Hospital	Jeff Coakley	jpcoakley@mgb.org	57 Prospect Street		Nantucket	MA	02554
Nantucket Housing Authority	Local housing authority	Nancy Friend	admin@nantuckethousingauthority.org	3 Manta Drive		Nantucket	MA	02554
Nantucket Interfaith Council	collaboration of Nantucket's religious congregations https://nantucketinterfaithcouncil.org/	Rabbi Gary Bretton-Granator	nantucketinterfaithcouncil.org	2 Madaket Road		Nantucket	MA	02554

Nantucket Lighthouse School	Private school, primary education	Emily Miller	emiller@nantucketlighthousechool.org	1 Rugged Road		Nantucket	MA	02554
Nantucket New School	Private school, primary education	Danille Beale	dbeale@nantucketnewschool.org	15 Nobadeer Farm Road		Nantucket	MA	02554
Nantucket Public School	Public School system	Beth Hart	bhart@nps.k12.ma.us	10 Surfside Road		Nantucket	MA	02554
Nantucket Public School	School District Translator/Interpreter	Eillen Taveras	taverase@nps.k12.ma.us	10 Surfside Road		Nantucket	MA	02554
New Life Ministries	http://newlifeministriesinternationalhyannis.com mca stbiz.net/nantucket.shtml	Rev. Donovan Kerr	newlifenantucket@msn.com	42 Monohansett Ave		Nantucket	MA	02554

Organization	Description	Contact Person	Email	Street Address	Mailing Address	Town	State	Zip
Missionary Assembly of God Church Nantucket				62 Center Street Phone (508) 332-9324				
CHAPA	Mass Access Registry http://www.massaccesshousingregistry.org/	Bji Menez	bjimenez@chapa.org					
Fairwinds Counseling Center (f/k/a Family and Children's Services)	non-profit licensed Mental Health Clinic http://www.fairwindscenter.org/	Jason Bridge	jbridgei@fairwindscenter.org	20 Vesper Lane, L-1 Gouin Village		Nantucket	MA	02554
Healthy Community Collaborative	non-profit Human services providers	Sunny Daily	sdaily@cfnan.org	9 Bayberry Court		Nantucket	MA	02554
MAHA	Website for Massachusetts Affordable Housing Alliance http://www.massaffordablehomes.org/	Hillary Pizer	hpizer@mahahome.org	1803 Dorchester Avenue		Dorchester	MA	02124
Metro List	Website for rental housing available throughout the Boston metropolitan area		http://www.cityofboston.gov/images_documents/RentalListingForm-fillable15_tcm3-36848.pdf					
Nantucket Association of Real Estate Brokers	Local association of real estate brokers	Steve DiFrancesco, President	hunterreed100@hotmail.com			Nantucket	MA	02554
Nantucket	Public library	Ann Scott	annscott@nantucketathen	1 India Street	PO Box 808	Nantucket	MA	02554

Small Friends on Nantucket	Early education and care http://smallfriendsnantucket.org/	Nichole Olson	nolson@smallfriendsnantucket.org	19 Nobadeer Farm Road		Nantucket	MA	02554
St. Mary's Catholic Church	Catholic church	soo@stmarysnantucket.org	stmarys@stmarysnantucket.org	3 Federal Street		Nantucket	MA	02554
Town of Nantucket	Municipality	Libby Gibson, Town Manager Leslie Snell, Deputy Planner Tucker Holland, Housing Specialist	lgibson@nantucket-ma.gov LSnell@nantucket-ma.gov tholland@nantucket-ma.gov	75 Old South Road	P. O. Box 3149	Nantucket	MA	02584
WACK/ WNCK - Radio	Local radio station	Laura Burnett, General Manager	lburnett@ackfm.com	Old South Road		Nantucket	MA	02554



Agenda Item Summary

Agenda Item #	IX. 3e.
Date	2/7/2024

Staff

Kristie Ferrantella, Municipal Housing Director

Subject

Approval of amendment to the Declaration of Trust for the Town of Nantucket Affordable Housing Trust Fund with approved amendment from Article 78 of the 2023 Annual Town Meeting to define “attainable housing”.

Executive Summary

Article 78 from the 2023 Annual Town Meeting amended the Declaration of Trust to include definitions for “affordable housing” and “attainable housing”. Voters approved the amendment.

Staff Recommendation

Approve amended Declaration of Trust for the Town of Nantucket Affordable Housing Trust Fund

Background/Discussion

Article 78 of the 2023 Annual Town Meeting included amendments to the Declaration of Trust for the Town’s AHTF. The amendment defines “affordable housing” and “attainable housing”. Affordable Housing is defined as housing that is occupied by households less than 100% AMI; attainable housing is defined as housing for households with incomes up to 240% AMI. The distinction provides the Trust with the ability to support housing up to the 240% AMI. This was approved by vote at ATM and now needs approval of the Select Board.

Impact: Environmental ☐ Fiscal ☐ Community ☒ Other ☐

Board/Commission Recommendation

Town Meeting approval

Public Outreach

N/A

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

Strategic Plan – Housing; Goal #4: Through a variety of approaches, promote affordable and attainable home ownership opportunities for the year-round community, which will meet housing needs at all income levels and lessen the burdens on government



Attachments

- 1) Amended Declaration of Trust
- 2) Article 78 of ATM 2023



ARTICLE 78

(Amend Declaration of Trust for Affordable Housing Trust Fund)

To see if the Town will vote to authorize the Select Board to amend the Declaration of Trust of the Town of Nantucket Affordable Housing Trust Fund dated February 8, 2010 recorded with Nantucket County Registry of Deeds in Book 1221, Page 20, as amended by First Amendment to Declaration of Trust of Town of Nantucket Affordable Housing Trust Fund dated September 25, 2014 recorded with said Deeds in Book 1452, Page 272 pursuant to the authority set forth in Section 17 of said Trust, as follows: 1. Section 2 Purpose: Delete Section 2 and replace it with the following: "The purpose of the Trust is to provide for the creation and preservation of affordable and attainable housing in the Town of Nantucket for the benefit of year-round residents. For the purposes of this Trust, "affordable housing" is defined as housing that is occupied by a low or moderate income household with incomes less than one hundred percent (100%) of the area wide median income as determined by the United States Department of Housing and Urban Development (HUD), adjusted for household size. For purposes of this Trust, "attainable housing" is defined as housing that meet the needs of households with incomes less than two hundred forty percent (240%) of the area wide median income as determined by HUD, adjusted for household size." All other provisions of the Trust shall remain the same.

Or to take any other action related thereto.

(Select Board for Affordable Housing Trust)

FINANCE COMMITTEE MOTION: Moved that the Select Board is hereby authorized to amend the Declaration of Trust of the Town of Nantucket Affordable Housing Trust Fund dated February 8, 2010 recorded with Nantucket County Registry of Deeds in Book 1221, Page 20, as amended by First Amendment to Declaration of Trust of Town of Nantucket Affordable Housing Trust Fund dated September 25, 2014 recorded with said Deeds in Book 1452, Page 272 pursuant to the authority set forth in Section 17 of said Trust, as follows: 1. Section 2 Purpose: Delete Section 2 and replace it with the following: "The purpose of the Trust is to provide for the creation and preservation of affordable and attainable housing in the Town of Nantucket for the benefit of year-round residents. For the purposes of this Trust, "affordable housing" is defined as housing that is occupied by a low or moderate income household with incomes less than one hundred percent (100%) of the area wide median income as determined by the United States Department of Housing and Urban Development (HUD), adjusted for household size. For purposes of this Trust, "attainable housing" is defined as housing that meet the needs of households with incomes less than two hundred forty percent (240%) of the area wide median income as determined by HUD, adjusted for household size." All other provisions of the Trust shall remain the same.

**SECOND AMENDMENT TO DECLARATION OF TRUST OF
TOWN OF NANTUCKET AFFORDABLE HOUSING TRUST FUND**

The DECLARATION OF TRUST OF THE TOWN OF NANTUCKET AFFORDABLE HOUSING TRUST FUND, a municipal affordable housing trust created pursuant to G.L. c.44, Section 55C, under Declaration of Trust dated February 8, 2010 recorded with Nantucket County Registry of Deeds in Book 1221, Page 20, as amended by First Amendment to Declaration of Trust of Town of Nantucket Affordable Housing Trust Fund dated September 25, 2014 recorded with said Deeds in Book 1452, Page 272, having an address of 16 Broad Street, Nantucket, Massachusetts (the “Trust”) is hereby amended by the Trustees of the Declaration of Trust of the Nantucket Affordable Housing Trust Fund and the Select Board of the Town of Nantucket.

WHEREAS, Section 17 of the Trust provides that the Trust may only be amended by a vote of the Nantucket Town Meeting;

WHEREAS, the 2023 Annual Town Meeting voted to authorize the Trust to be amended as set forth in Article 78 of the Town Meeting Warrant;

NOW THEREFORE, the Trustees of the Trust and the Select Board of the Town of Nantucket hereby agree to amend the Trust as follows:

1. Section 2. Purpose. Section 2 is deleted in its entirety, and replaced with the following:

“The purpose of the Trust is to provide for the creation and preservation of affordable and attainable housing in the Town of Nantucket for the benefit of year-round residents. For the purposes of this Trust “affordable housing” is defined as housing that is occupied by low or moderate income households with incomes less than one hundred percent (100%) of the area wide median income as defined by the United States Department of Housing and Urban Development (HUD), adjusted for household size. For purposes of this Trust, “attainable housing” is defined as housing that meets the needs of households with incomes less than two hundred forty percent (240%) of the area wide median income as defined by HUD, adjusted for household size.”

All other provisions of this Trust shall remain the same and are hereby ratified and confirmed.

Signature Pages to Follow

Executed as a sealed instrument this _____ day of _____, 2024.

TOWN OF NANTUCKET AFFORDABLE
TRUST FUND

By its Trustees

Brian Sullivan, Trustee

Reema Sherry, Trustee

Meg Browsers, Trustee

Shantaw Bloise, Trustee

Penelope Dey, Trustee

Thomas M. Dixon, Trustee

David Iverson, Trustee

COMMONWEALTH OF MASSACHUSETTS

Nantucket, ss.

On this ____ day of February, 2024, before me, the undersigned Notary Public, appeared Brian Sullivan, Reema Sherry, Meg Browsers, Shantaw Bloise, Penelope Day, Thomas M. Dixon and David Iverson, Trustees of the Nantucket Affordable Housing Trust Fund, who proved to be 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 its stated purpose, as Trustees of the Nantucket Affordable Housing Trust Fund.

Notary Public

My Commission Expires:

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 _____, 2024, before me, the undersigned Notary Public, 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, who proved to me through satisfactory evidence of identification, which was personal knowledge of the undersigned, to be the persons whose names are signed on the preceding or attached document, and acknowledged to me that they signed it voluntarily for its stated purpose as the members of the Select Board of the Town of Nantucket.

Notary Public

My Commission Expires:



Agenda Item Summary

Agenda Item #	IX. 4a.
Date	2/7/2024

Staff

Kristie Ferrantella, Housing Director

Subject

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

Executive Summary

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

Staff Recommendation

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

Background/Discussion

This is simply a request in accordance with policy and past practice and will aid in the creation of year-round home ownership units for six Nantucket families. Habitat is applying for all six units to be listed on the Town's Subsidized Housing Inventory and will be subject to a Regulatory Agreement between EOHLC, Habitat and the Town restricting ownership at the 80% AMI or less level.

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

Compliance with the Town's Sewer Policy. Support of year-round housing.

Board/Commission Recommendation

N/A

Public Outreach

N/A

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

Strategic Plan – Housing

Attachments

- 1) Habitat request (e-mail)
- 2) Sewer Fee Waiver Policy (as updated on 11/2/22)





January 12, 2024

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

Members of the Nantucket Select Board
Town of Nantucket
16 Broad Street
Nantucket MA 02554

Dear Members of the Select Board:

I am writing on behalf of Nantucket's Habitat for Humanity, petitioning for a waiver of the Sewer application and sewer capacity fees for our next Habitat project – 4 single family homes and one duplex – located at 5A & B Waitt Drive; 7A & 7B Waitt Drive (duplex); and 9A & 9B Waitt Drive. There will be two 3BR SF homes, two 2BR SF homes, and 2 BRs in each side of the duplex.

In the recent past, the application and capacity fees application fees have been waived, and we are hopeful that we can secure the same waivers for these Habitat homes. The total amount we are asking to be waived is \$10,705.60 per unit.

Habitat strives to build simple, decent homes that are cost efficient and energy efficient for the numerous families on Nantucket that need affordable housing.

These new homes will be added to the Town's Subsidized Housing Inventory (SHI) list, and will help the Town to maintain its current "Safe Harbor" designation.

Habitat homes carry deed restrictions which mandate that the homes be forever affordable, and that subsequent owners must meet certain maximum income requirements – in the same way that the original owners qualified.

A waiver of these application fees will be a significant contribution to Habitat's ongoing efforts to keep its building costs as low as possible.

Please contact me if I can provide any additional information. Many thanks for considering this request.

Sincerely,

A handwritten signature in blue ink that reads "R. J. Hussey".

Richard Hussey
Habitat Nantucket Board member



TOWN & COUNTY OF NANTUCKET
SELECT BOARD
POLICY FOR SEWER FEE WAIVER REQUESTS
Adopted: 07/20/2016; Revised 10/24/2018, 12/03/2020, 11/02/2022

I. Policy.

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

The Select Board hereby determines that it is in the public interest to encourage the production of affordable housing, including workforce housing units for the Island's working population. The Board hereby further determines that is in the public interest to encourage the production of housing units that qualify on the Town's Subsidized Housing Inventory, particularly where they contribute to a period of Safe Harbor relative to the Commonwealth's Chapter 40B law. Therefore, the Select Board will consider, on a case-by-case basis, waivers of one or both of the Town's fees relating to the connection of dwelling units that are located in an existing Sewer District as established under Chapter 396 of the Acts of 2008.

II. Sewer Connection and Sewer Capacity Fee Waivers.

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

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

project, including closing cost assistance, direct grants, land contribution by the Town, other fee waivers, and market rate sales in the project.

In the case of dwelling units that are subject to a permanent affordable housing covenant meeting the requirements of Chapter 301 of the Acts of 2002, and Chapter 100 of the Code of Nantucket, or are subject to a permanent deed restriction serving households at 175% AMI or less that is satisfactory to the Town, the Select Board may, in its discretion, waive all or a portion of the sewer connection fee.

In addition to those waivers which the Select Board may grant for income-restricted dwelling units, during the period in which the Town is under its 10% requirement relative to the Commonwealth's Chapter 40B law, the Select Board may also determine that it is in the public interest to consider reductions only, on a case-by-case basis, to one or both of the Town's fees required as a condition of the connection of unrestricted, so-called 'market-rate', dwelling units within a Workforce Rental Community, as such is defined and described in Section 139-2 and Section 139-8(D)(2) of the Town of Nantucket Zoning Bylaw, that are located in an existing Sewer District as established under Chapter 396 of the Acts of 2008, to encourage the further development of mixed-income rental housing communities and private investment in the creation, upgrade, extension, replacement, and repair of private and public sewer infrastructure serving the Town of Nantucket and its citizens and landowners.

Accordingly, it is the Nantucket Sewer Commission's policy that the Select Board may, at its discretion, reduce the Sewer Connection Fee or the Sewer Capacity Fee, or both, upon the request of a property owner, developer, or public entity (i.e., the 'applicant') seeking to connect one or more unrestricted rental dwelling units to the Town's sewer system if:

- (1) The applicant's project or development has or will provide for the funding and / or physical construction of specific sewer system improvements which are deemed a benefit or improvement to nearby or abutting public and private landowners, in addition to the applicant's project or development; and
- (2) The applicant's project or development has or will provides for the funding and / or physical construction of approved* mitigation measures or capital improvements to the Town of Nantucket's municipal sewer system (or components thereof) including, for example, upgrades to one or more municipal sewer pumping station[s], upgrades to the diameter, capacity, or operating performance of municipal sewer mains, manholes, or other infrastructure); and
- (3) The cumulative cost of the sewer improvements and / or mitigation measures contemplated in subparagraphs (1) and (2) above incurred or reasonably estimated to be incurred by the applicant meets or exceeds a sum equal to fifty (50%) percent of the total amount** of sewer service connection fees and sewer capacity utilization fees that would be due and payable for all unrestricted units which the applicant is seeking connection if no waiver or reduction were to be granted pursuant to the Select Board's Policy for Sewer Fee Waiver Requests; and

- (4) All of the rental dwelling units within the applicant's project or development are eligible for certification to the Town of Nantucket Subsidized Housing Inventory (SHI), as such is established and maintained by the Commonwealth of Massachusetts Department of Housing and Community Development (DHCD).

Provided that in the opinion of the Select Board the applicant's project or development is in the public interest and meets the foregoing criteria then the Select Board may, in its discretion, reduce (A) the per-unit Sewer Service Connection Fee to an amount not less than Five Hundred (\$500.00) Dollars per unrestricted / market rate dwelling unit, or such other amount as determined by the Select Board; and (B) the per-unit Sewer Capacity Fee to an amount not less than Seven Hundred (\$725.00) Dollars per bedroom (within each unrestricted / market rate dwelling unit), or such other amount as determined by the Select Board.



Agenda Item Summary

Agenda Item #	IX. 4b.
Date	2/7/2024

Staff

Erika Mooney, Operations Administrator

Subject

Habitat for Humanity Request for Waiver of 50% of Building Permit Fees

Executive Summary

Habitat for Humanity seeks waivers of 50% of the building permit fees for four single family homes and one duplex home to be located at 5A, 5B, 7A, 7B (duplex), 9A and 9B Waitt Drive

Staff Recommendation

Approve waiver of 50% of building permit fees in accordance with the intent of the Board's Policy for Building Permit Fee Waiver Requests

Background/Discussion

At its 12/21/2016 meeting, the Select Board voted to develop a policy that would allow for the waiver of 50% of the building permit fees for permanently restricted affordable/workforce housing. A draft policy was presented to the Board at its 2/22/2017 meeting. The Board approved the policy but agreed that before applying the policy to any building, a Certificate of Occupancy (CO) must be approved.

Following the Board's approval, Town Administration forwarded the policy to PLUS staff seeking input on appropriate language for the condition the Board placed on the policy. PLUS staff suggested that rather than tying the fee waiver to documentation of an affordability restriction prior to the issuance of a CO, that the Board vote to waive a portion of the fee and at the same time vote to record a lien against the property that would eventually be released when the affordability restriction is finalized. Town Administration was not in favor of this suggestion because it would impose a significant burden and expense on the Town. In consultation with Town Counsel, an alternative discussed was to possibly require the landowner to execute an agreement with the Town that required a repayment of the waived building fee amount if at some point in the future the property no longer qualified under the building permit fee waiver policy. Town Administration had concerns over who would monitor that.

Unfortunately, the policy has not yet been finalized as to the process. However, at its 5/16/2018 meeting, the Board waived 50% of the building permit fees for Habitat's buildings on Waitt Drive. It did so again on 8/12/2020 for Habitat's duplex at 31 Beach Grass Road, as well as on 3/23/2022 for Habitat's duplex and single family home located at 9A and 9B Benjamin Drive.

Impact: Environmental ☐ Fiscal ☐ Community ☐ Other ☒

50% waiver of building permit fees will help Habitat provide affordable housing.



Board/Commission Recommendation

N/A

Public Outreach

N/A

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

Strategic Plan: Affordable Housing

Attachments

- Letter from Habitat for Humanity





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

January 12, 2024

Members of the Nantucket Select Board
Town of Nantucket
16 Broad Street
Nantucket MA 02554

Dear Members of the Select Board:

I am writing on behalf of Nantucket's Habitat for Humanity, petitioning for a partial waiver of the Building Permit application fees for our next Habitat project – 4 single family homes and one duplex – located at 5A & B Waitt Drive; 7A & 7B Waitt Drive (duplex); and 9A & 9B Waitt Drive.

In the recent past, 50% of the building permit application fees have been waived, and we are hopeful that we can secure the same waivers for these Habitat homes.

Habitat strives to build simple, decent homes that are cost efficient and energy efficient for the numerous families on Nantucket that need affordable housing.

These new homes will be added to the Town's Subsidized Housing Inventory (SHI) list, and will help the Town to maintain its current "Safe Harbor" designation.

Habitat homes carry deed restrictions which mandate that the homes be forever affordable, and that subsequent owners must meet certain maximum income requirements – in the same way that the original owners qualified.

A waiver of these application fees will be a significant contribution to Habitat's ongoing efforts to keep its building costs as low as possible.

Please contact me if I can provide any additional information. Many thanks for considering this request.

Sincerely,

A handwritten signature in blue ink that reads "R. J. Hussey".

Richard Hussey
Habitat Nantucket Board member

Harbor Management Update





Environmental Leadership

Sustainability is how the Town of Nantucket, with a focus on historic preservation, equity and inclusion, 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

GOAL: FINALIZE AN ISLAND-WIDE, LONG-TERM WATER QUALITY MANAGEMENT PLAN THAT ADDRESSES PONDS, HARBORS, STORMWATER, AND WASTEWATER WITH SPECIFIC WAYS/METHODS TO MEASURE IMPROVEMENT.



**Water
Resource
Management
Plan**

Thaïs M. Fournier,
Water Resource Specialist

Natural Resources Department,
Town of Nantucket, MA



0 0.475 0.95 1.9 Miles

Harbor Plan Boundary Nantucket, Massachusetts

Map created by the Urban Harbors Institute, UMass Boston
With data from MassGIS, March, 2023



0 0.175 0.35 0.7 Miles

Harbor Plan Boundary Nantucket, Massachusetts

Map created by the Urban Harbors Institute, UMass Boston
With data from MassGIS, March, 2023

Understanding our waters

- **Water Quality Testing** – this program is run through the Natural Resources Department utilizing the Town's contractor SMAST for data processing and report writing.
- **Eelgrass Monitoring and Bay Scallop Census** –The purpose of this study is to evaluate the population and health of eelgrass and bay scallops within Nantucket Harbor. This is an important tool in measuring whether restoration goals are being met.
- **Division of Marine Fisheries Water Quality Testing** – this testing looks at the level of bacteria in our waters to ensure the ability to safely harvest and consume shellfish.
- **Bathing Beach Surveys** – the Health Department conducts weekly sampling from June through Labor Day to look at bacterial levels to ensure safe swimming standards.



Where can you find more information

- <https://www.nantucket-ma.gov/2100/Water-Quality-Reports>
- Water Quality data is available to view and download using the Water Quality Analysis and Visualization (WQAV) Viewer on the Town Website which was developed as a collaboration between the Town of Nantucket and MIT Sea Grant program – link below:

<https://www.nantucket-ma.gov/2129/Water-Quality-Analysis-Visualization>

Existing Regulations

- **Town of Nantucket Chapter 137 (Wharves and Waterways) §137-9 Pollution**

- *The dumping or discharge of oil, treated or untreated sewage, dead fish, garbage, waste, rubbish or debris of any kind in Nantucket waterways so as to pollute the waters, shores or beaches of the Town is prohibited. The use of on-board laundry or mechanical dishwashing machinery with over-board discharge is also prohibited. All commercial piers, private and public, shall be equipped with working sewage pump-out facilities. Facilities at each pier shall be of sufficient capacity to fully service any and all vessels capable of docking.*

- **Town of Nantucket Chapter 278 (Harbors and Waterways) §278-1 Disposal of Waste Prohibited**

- *No person shall dispose of, or if in control of any vehicle, boat or other conveyance, allow to be disposed of, in or on any way to which the public has access, or in or on any stream, pond, creek, waterway, estuary, harbor, beach or foreshore in the Town of Nantucket, any garbage, refuse, bottles, cans, containers, gray water, treated or untreated sewage or other refuse material of any kind or nature.*
 - *Liveboards are within this section*

- **These regulations are primarily enforced by the Harbor Master**

Management Activities – Pumpouts



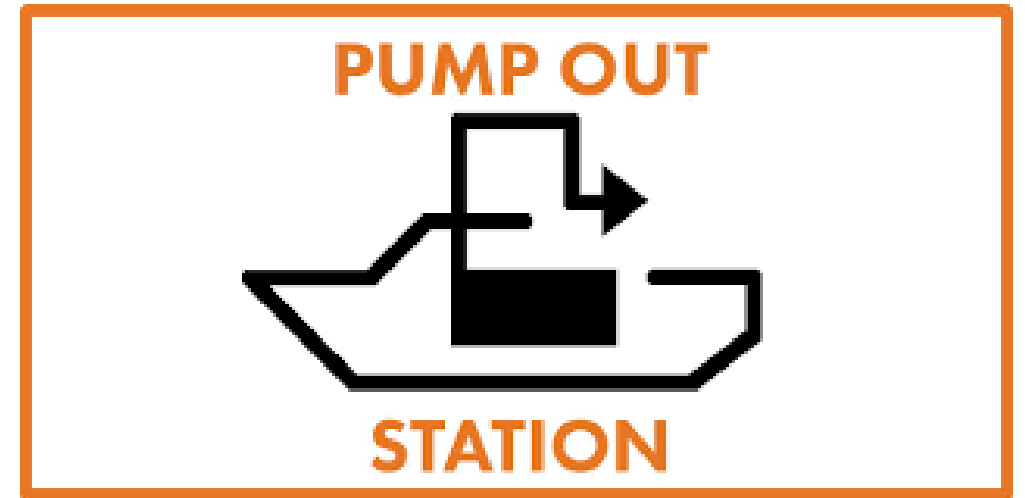
Head Hunter
500 gal capacity
7AM – 7PM 7 Days a week



Additional Pump Out Boat
600 gal capacity
Procured in 2023

Management Activities – Pumpouts

- **Pump outs are free!**
- Town Pier – 2 Stations
- On the water
- Nantucket Boat Basin
- Madaket Marine
- Harbor Master has a mobile 100 gal pump



Management Activities – Pumpouts

Town of Nantucket

Year	Total Product (Gal)	Total Vessels
2020	49,994	1629
2021	54,725	1351
2022	48,490	1548
2023	51,558	1480

Nantucket Boat Basin

Year	Total Product (Gal)	Total Vessels
2022	50,822	578
2023	67,632	646



**2023 Total =
119,190 gallons**

Management Activities – Harbormaster

IN 2023 NO SEWAGE
DISCHARGE WAS REPORTED
OR DISCOVERED

Management Activities – Harbormaster

- The Marine Department distributes dye tablets to Nantucket Moorings, Nantucket Boat Basin, and all boats in the anchorage to reduce chances of discharge in the harbor.
- All liveaboard vessels must be pumped out at least twice a week.
- In 2023 our department issued 3 tickets for fuel spills.
- Harbor Master inspects vessels, in collaboration with the Coast Guard, to ensure the overboard valves are secured with zip ties or other devices to prevent discharge.



Management Activities – Wastewater

Project Name	Status
Surfside WWTF Upgrade	Complete – Phase 2 scoping underway
Sea Street Pump Station Renovation	Complete
Sconset WWTF Evaluation	In design phase
Surfside Area Sewer Project	Underway – Expected completion in late 2022
Sea Street 3 rd Force Main	Underway – Construction started in late 2022
South Shore Road Sewer Installation	Underway
Harbor Shimmo Sewer Installation	Complete

These projects were all action items of the Sewer Master Plan which can be found at:

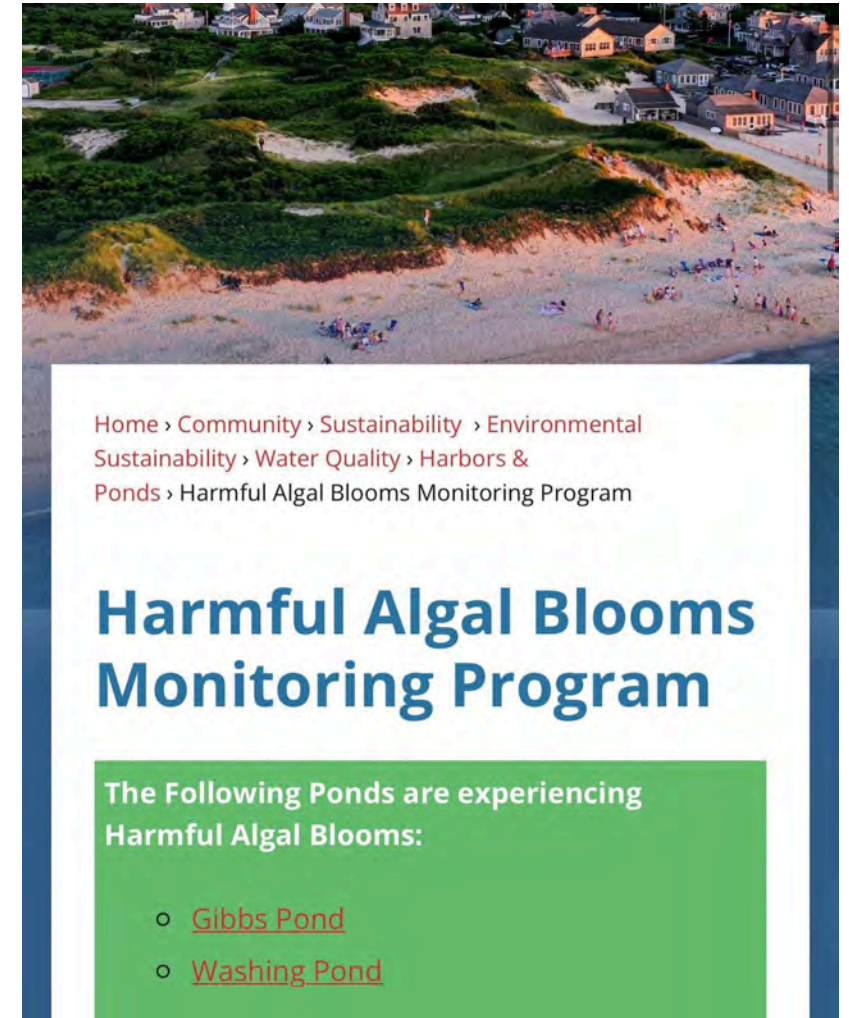
<https://nantucket-ma.gov/1536/Sewer-District-Master-Plan>

Management Activities – Runoff

Project Name	Status
Madaket Culvert Evaluations	Complete – report on town website https://www.nantucket-ma.gov/1362/Madaket-Culverts
Children’s Beach Pump Station Evaluation	Complete – report on town website https://www.nantucket-ma.gov/1363/Childrens-Beach-Pump-Station
Stormwater Pipe Condition Assessment	Ongoing – being done by camera
Illicit Discharge Regulations	Adopted March 2023

Other Management Activities

- Water Quality Plan – Complete – Part of SB Strategic Plan
- Nantucket and Madaket Harbors Action Plan - Underway
- Coastal Resiliency Plan - Complete
- Nantucket Harbor Watershed Delineation Update and Groundwater Monitoring - Underway
- Miacomet Pond Dredging Design - Funded
- Invasive Species Management - Underway
- Harmful Algal Bloom Monitoring Program - Underway
- Sediment Transport Study and Dredge Plan - Underway
- Madaket Harbor and Long Pond Estuary Plan Scenario and Model Update – Complete
- Eco-Friendly Mooring Pilot Project



Thank you!



Sheila Lucey
Harbor Master
34 Washington Street
508-228-7261
slucey@police.nantucket-ma.gov



Jeff Carlson
Natural Resources Director
131 Pleasant Street
508-228-7230
jcarlson@Nantucket-ma.gov

