



MEETING POSTING TOWN OF NANTUCKET

Pursuant to MGL Chapter 30A, § 18-25

All meeting **notices and agenda** must be filed and time stamped with the Town Clerk's Office and posted at least 48 hours prior to the meeting (excluding Saturdays, Sundays and Holidays)

RECEIVED

2023 JUL 21 PM 12:09
NANTUCKET TOWN CLERK
Posting Number: T 668

Committee / Board

AFFORDABLE HOUSING TRUST

Day, Date, and Time

TUESDAY, JULY 25, 2023 @ 12:30 PM

Location / Address

REMOTE PARTICIPATION VIA ZOOM (*See Below*)

**THE MEETING WILL BE AIRED AT A LATER TIME ON THE
TOWN'S GOVERNMENT TV YOUTUBE CHANNEL AT**

<https://www.youtube.com/channel/UC-sgxAlfdoxteLNzRAUHIxA>

Signature of Chair or
Authorized Person

Ellis Ramos

Housing and Real Estate Office Manager

WARNING:

**IF THERE IS NO QUORUM OF MEMBERS PRESENT, OR IF
MEETING POSTING IS NOT IN COMPLIANCE WITH THE OML
STATUTE, NO MEETING MAY BE HELD!**

AGENDA FOR 7-25-23

Please list below the topics the chair
reasonably anticipates will be discussed at
the meeting.

PLEASE CLICK ON FOLLOWING LINK TO JOIN ZOOM MEETING:

Join Zoom Meeting

<https://us06web.zoom.us/j/88235860279?pwd=RWZpQjB5bGRWRnNQOTk3K3lBb3Exdz09>

Meeting ID: 882 3586 0279

Passcode: 613573

- I.** Call to Order
- II.** Approval of Agenda – ACTION
- III.** WELCOME – Ellis Ramos, Housing & Real Estate Office Manager
- IV.** Approval of Minutes – ACTION

- March 28, 2023
- April 4, 2023
- April 7, 2023
- April 25, 2023
- May 3, 2023
- May 25, 2023
- May 30, 2023
- June 13, 2023
- June 20, 2023
- July 5, 2023

V. Public Comment

VI. Open Meeting Law complaint from Meghan Glowacki, dated July 12, 2023: acknowledgement of the Open Meeting Law complaint against the Affordable Housing Trust, discussion and response to same; votes may be taken.

VII. CFAP Application

- 10 Field Avenue – Norman W. Chaleki

VIII. 135+137 Orange Street RFP – UPDATE

- This has been issued and is available through registering at the Town's website: [Bid Postings • Nantucket, MA • CivicEngage \(nantucket-ma.gov\)](#).
- Proposals are due August 22nd, 2023, at 3:00pm

IX. 31 Fairgrounds Road – UPDATE from Housing Nantucket

- Current status
- Request to EOHLC for Local Preference including special municipal employee preference
- Anticipated project completion timing

X. Year-round deed restriction advisory committee – DISCUSSION

- Judi Barrett

- XI.** Review and Approval of Grant Agreement to Housing Nantucket for 31 Fairgrounds Road
- XII.** Review and Approval of Grant Agreement to Habitat of Humanity For 9 Benjamin Drive project
- XIII.** Extension of Seven Letter Communications and Strategy Consulting Agreement around the Transfer Fee
- XIV.** Other Business

Next Meeting: August 3rd, 2023 @ 11:00am
w/ Vail Housing Director George Ruther

- XV.** Board Comments
- XVI.** Executive Session, Pursuant to MGL C. 30A § 21(A)
 - Purpose 6: To consider the purchase, exchange, lease or value of real property where an open meeting may have a detrimental effect on the negotiating position of the public body.
 - i. 27 Fairgrounds Road
 - ii. 44 Miacomet Road
 - iii. 18, 18A, 20, 22, 24 and 26 Sparks Avenue
- XVII.** Adjourn



The Commonwealth of Massachusetts
Office of the Attorney General
One Ashburton Place
Boston, Massachusetts 02108

OPEN MEETING LAW COMPLAINT FORM

Instructions for completing the Open Meeting Law Complaint Form

The Attorney General's Division of Open Government interprets and enforces the Open Meeting Law, Chapter 30A of the Massachusetts General Laws, Sections 18-25. Below is the procedure for filing and responding to an Open Meeting Law complaint.

Instructions for filing a complaint:

- o Fill out the attached two-page form completely and sign it. File the complaint with the public body within 30 days of the alleged violation. If the violation was not reasonably discoverable at the time it occurred, you must file the complaint within 30 days of the date the violation was reasonably discoverable. A violation that occurs during an open session of a meeting is reasonably discoverable on the date of the meeting.
- o To file the complaint:
 - o For a local or municipal public body, you must submit a copy of the complaint to the chair of the public body AND to the municipal clerk.
 - o For all other public bodies, you must submit a copy of the complaint to the chair of the public body.
 - o Complaints may be filed by mail, email, or by hand. Please retain a copy for your records.
- o If the public body does not respond within 14 business days and does not request an extension to respond, contact the Division for further assistance.

Instructions for a public body that receives a complaint:

- o The chair must disseminate the complaint to the members of the public body.
- o The public body must meet to review the complaint within 14 business days (usually 20-22 calendar days).
- o After review, but within 14 business days, the public body must respond to the complaint in writing and must send the complainant a response and a description of any action the public body has taken to address it. At the same time, the body must send the Attorney General a copy of the response. The public body may delegate this responsibility to its counsel or a staff member, but only after it has met to review the complaint.
- o If a public body requires more time to review the complaint and respond, it may request an extension of time for good cause by contacting the Division of Open Government.

Once the public body has responded to the complaint:

- o If you are not satisfied with that the public body's response to your complaint, you may file a copy of the complaint with the Division by mail, e-mail, or by hand, but only once you have waited for 30 days after filing the complaint with the public body.
- o When you file your complaint with the Division, please include the complaint form and all documentation relevant to the alleged violation. You may wish to attach a cover letter explaining why the public body's response does not adequately address your complaint.
- o The Division will not review complaints filed with us more than 90 days after the violation, unless we granted an extension to the public body or you can demonstrate good cause for the delay.

If you have questions concerning the Open Meeting Law complaint process, we encourage you to contact the Division of Open Government by phone at (617) 963-2540 or by e-mail at openmeeting@state.ma.us.



OPEN MEETING LAW COMPLAINT FORM

Office of the Attorney General
One Ashburton Place
Boston, MA 02108

Please note that all fields are required unless otherwise noted.

Your Contact Information:

First Name: Meghan Last Name: Glowacki

Address: 2 Waydale Road

City: Nantucket State: MA Zip Code: 02554

Phone Number: 5089011505 Ext.

Email: MPEventing@me.com

Organization or Media Affiliation (if any):

Are you filing the complaint in your capacity as an individual, representative of an organization, or media?

(For statistical purposes only)

☒ Individual ☐ Organization ☐ Media

Public Body that is the subject of this complaint:

☒ City/Town ☐ County ☐ Regional/District ☐ State

Name of Public Body (including city/town, county or region, if applicable): Nantucket Affordable Housing Trust Fund

Specific person(s), if any, you allege committed the violation:

Date of alleged violation: April 7, 2023

Description of alleged violation:

Describe the alleged violation that this complaint is about. If you believe the alleged violation was intentional, please say so and include the reasons supporting your belief.

Note: This text field has a maximum of 3000 characters.

The Nantucket Affordable Housing Trust Fund (AHTF) violated Open Meeting Law on April 7, 2023, when it went into executive session under false pretenses and did not properly state the reason for the executive session, failing to state all subjects that may be revealed without compromising the purpose for which the executive session was called. The AHTF entered into executive session under reason number 6. The meeting was posted on April 5, 2023.

The violation was not reasonably discoverable at the time it occurred. The violation was only discoverable on or about July 6, 2023 from my FOIA from April 21, 2023.

July 6, 2023 Executive Meeting Minutes from April 7, 2023 meeting released to me. As of July 10, 2023, seven AHTF meetings have occurred since April 7, 2023 AHTF meeting and roughly 90 days with no meeting minutes posted or corrections made as of yet a further violation of G.L. c. 30A, § 22(g)(2). Therefore, this is the first time this information has been made available. The violation was not reasonably discoverable at the time it occurred. The violation was only discoverable on or about July 6, 2023.

What action do you want the public body to take in response to your complaint?

Note: This text field has a maximum of 500 characters.

To discipline and condemn the actions of the AHTF so that all boards are held to the same standards set forth by the Attorney General's office and the Open Meeting Law. To void the vote and require it be done in public with public comment. Additionally, all members of the AHTF and staff should be trained in Open Meeting Law and attend a management and conduct educational class or classes. Meeting minutes be filed within the time period required as they are currently not being done and filed within the time period that open meeting law complaints can be filed.

Review, sign, and submit your complaint

I. Disclosure of Your Complaint.

Public Record. Under most circumstances, your complaint, and any documents submitted with your complaint, is considered a public record and will be available to any member of the public upon request.

Publication to Website. As part of the Open Data Initiative, the AGO will publish to its website certain information regarding your complaint, including your name and the name of the public body. The AGO will not publish your contact information.

II. Consulting With a Private Attorney.

The AGO cannot give you legal advice and is not able to be your private attorney, but represents the public interest. If you have any questions concerning your individual legal rights or responsibilities you should contact a private attorney.

III. Submit Your Complaint to the Public Body.

The complaint must be filed first with the public body. If you have any questions, please contact the Division of Open Government by calling (617) 963-2540 or by email to openmeeting@state.ma.us.

By signing below, I acknowledge that I have read and understood the provisions above and certify that the information I have provided is true and correct to the best of my knowledge.

Signed: M. Brumacki

Date: 7.12.23

For Use By Public Body

Date Received by Public Body:

For Use By AGO

Date Received by AGO:

TOWN OF NANTUCKET AFFORDABLE HOUSING TRUST FUND

GRANT AGREEMENT FOR

NHA Properties, Inc.

This GRANT AGREEMENT is made on this _____ day of _____, 2023, by and between the Town of Nantucket Affordable Housing Trust Fund, a municipal affordable housing trust created pursuant to G.L. c. 44, §55C, under a 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 dated September 25, 2014, recorded with said Deeds in Book 1452, Page 271, acting by and through its Board of Trustees, having an address of 2 Fairgrounds Road, Nantucket, Massachusetts 02554 (the “Trust”), and NHA Properties, Inc., a Massachusetts non-profit corporation, having an address at 75 Old South Road, Nantucket, Massachusetts 02554 (the “Grantee”).

WITNESSETH:

WHEREAS, Grantee submitted a letter dated June 15, 2023, to the Trust requesting a grant in the amount of \$2,500,000.00 (the “Request”) to complete the construction of a twenty-two (22) unit affordable rental housing development located at 31 Fairgrounds Road, Nantucket (the “Project”);

WHEREAS, the votes of Article 10 of the ____ Annual Town Meeting and Article ____ of the ____ Annual Town Meeting, authorized the appropriation of funds for the Trust to develop affordable housing units in the Town of Nantucket, including the costs of construction of affordable housing units;

WHEREAS, the Trust reviewed the Request and voted to award the grant to the Grantee for an amount not to exceed \$2,500,000.00 to be used for the purpose of assisting Grantee to complete the construction of the affordable housing units for the Project on the Property, provided the affordable housing units are available for rent to households with incomes of not less than thirty percent (30%) area median income in the Statistical Area for Nantucket County (the “Area Median Income” or “AMI”) as determined by the Department of Housing and Urban Development (HUD), adjusted for household size, nor less than two hundred percent (200%)AMI, provided said units qualify for the Town’s Subsidized Housing Inventory, are subject to an affordable housing restriction in perpetuity on the Property to be held by the Town of Nantucket and to enter into a grant agreement with Grantee for the purposes set forth herein.

NOW THEREFORE, the Trust and Grantee agree as follows:

1. Funding. As appropriated by said Town Meetings and approved by the Select Board, the Trust at a meeting held on June 20, 2023, voted to grant to Grantee funds for an amount not to exceed \$2,500,000.00 (the “Funds”) on the condition that Grantee shall use the Funds only

for the purposes of the Project, as set forth more particularly in their Request and this Grant Agreement.

2. Conditions.

- a) The Grantee shall diligently complete the Work on the Project, obtain Certificates of Occupancy for the Units and deliver and record with the Nantucket Registry of Deeds an affordable housing restriction in perpetuity to the Town as described in Section 2 (c) below.
- b) Excess or unused Funds will be returned to the Trust if the Project has not been completed as provided for in Section 2(a).
- c) Grantee shall complete the construction of the Project on the Property for affordable housing purposes. The Grantee, the Town of Nantucket and the Commonwealth of Massachusetts Executive Office of Housing and Livable Communities (“EOHLC”), formerly known as the Department of Housing and Community Development (“DHCD”) shall enter into a Regulatory Agreement and Declaration of Restrictions on terms satisfactory to the Town, which shall require the Property to be used for affordable housing purposes in perpetuity, survive foreclosure of any mortgages and/or other liens encumbering the Property, and grant the Town the independent permanent right to enforce the terms thereto without regard to whether EOHLC remains as a party thereto (the “Regulatory Agreement”). Six (6) of the units shall be rented to households whose annual income does not exceed eighty percent (80%) AMI as determined by HUD and sixteen (16) of the units shall be rented to households whose annual income do not exceed two hundred percent (200%) AMI. All the units must be qualified to be included in the Town’s Subsidized Housing Inventory. (“SHI”). All mortgage and other liens on the Property shall be subordinate to the Regulatory Agreement.
- d) Grantee shall diligently use its best efforts to cooperate and work with the Town and EOHLC in the Town’s request to EOHLC for its approval of a “special local preference” in which the affordable units will be rented pursuant to a special local preference which shall provide for up to a total of eight (8) of the affordable units and those units to be rented to households having an AMI exceeding 80%, being rented to municipal employees. This special local preference for rental to municipal employees will also be a restriction on the Property in perpetuity. EOHLC’s guidelines provide that up to seventy percent (70%) of the affordable units may be rented pursuant to a local preference (which shall include Town residents, employees of local businesses and non-profits located in the Town, and households whose children attend Town schools and municipal employees) in a proposed lottery, subject to the extent permitted by federal or state law, and by EOHLC regulations. If the local preference is approved by EOHLC pursuant to its guidelines, then up to four (4) of the affordable units may be rented pursuant to the local preference. In the event that EOHLC does not approve of the proposed special local preference requested by the Town, then the Town seeks the rental of the affordable units pursuant to the local preference as presently provided for in the EOHLC guidelines.

- e) Grantee shall seek the approval of, and work closely with the Town of Nantucket' Municipal Housing Director in the implementation of the Project.
3. Contact. Grantee shall identify in writing a contact person responsible for administration of the Project and a second person, authorized to act if the contact person is unavailable.
 4. Budget/Other Sources of Funding. Prior to the commencement of the Project, Grantee must submit a complete project budget that accounts for (1) the expenditure of all funds awarded under this Grant Agreement; and (2) the identity and amounts of all other sources of funding, if necessary, to complete the Project. If the Trust determines that the Funds have been spent on goods and/or services not included in the Project budget, reimbursement may not be authorized.
 5. Payments. The Trust shall disburse payments of the Funds no more than once a month and paid only upon the presentment of detailed invoices from Grantee or Grantee's contractor listing in detail the work performed and the cost thereof. The Trust shall have the right to ask for supplementary information. Prior to any payment, the Trust shall have the right to enter the Property to inspect the work. No payment shall be made until the Trust reasonably determines that the work has been done in a good and workmanlike manner and substantially in compliance with the approved plans and specifications. Any portion of the Funds to be paid as the last payment of the Funds shall be paid when Grantee rents the units to qualified households and records a Regulatory Agreement in compliance with this Grant Agreement. If the cost of the Project exceeds the remaining Funds, such sums shall be paid by Grantee. Notwithstanding anything herein to the contrary, if the actual total cost of the Project is more than the Funds (the difference between the two amounts referred to hereinafter as the "Excess"), the Trust shall have no obligation to pay the Excess. If there are any Funds which are not requested by the Grantee for the completion of the Project, then the unused balance of the Funds shall be retained by the Trust.
 6. Liability of the Trust. The Trust's liability hereunder shall be to make the payment specified in Section 1 of this Grant Agreement, provided that the conditions set forth in Sections 2 and 5 are followed, and the Trust shall be under no further obligation or liability. Nothing in this Grant Agreement shall be construed to render the Trust or any elected or appointed official or employee of the Trust, or their successors in office, personally liable for any obligation under this Grant Agreement.
 7. Indemnification. Grantee shall indemnify, defend, and hold the Trust and its officers, employees, servants and agents harmless from and against any and all claims, demands, liabilities, actions, causes of actions, costs and expenses, including attorneys' fees, arising out of or relating to Grantee's performance of the Project, the condition of the Property, or the negligence or misconduct of Grantee or Grantee's agents or employees.
 8. Reports; Inspection. Grantee shall provide the Trust with progress reports at two (2)-month intervals beginning thirty (30) days from the date this Grant Agreement is signed, for so long as the Funds remain unexpended, and with final notification within thirty (30) days after the completion of the Project. The Trust shall have the right, upon reasonable request, to inspect

the work of Grantee, including the right to enter the Property and the Trust reserves the right to review all final plans and the reasonableness of the scope of work items to be taken to accomplish the stated Project goals.

9. Public Records; Contract Documents. All document relating to the Project, including, but not limited to, photographs, videos, etc., submitted to the Trust shall become the property of the Town and shall be available for use by the Trust and available by the public under the Massachusetts Public Records Law. The Contract Documents consist of this Grant Agreement, the Request and all documents attached thereto, the Restriction, and plans approved by the Trust. The Contract Documents constitute the entire agreement between the parties concerning the Project.
10. Record Keeping. Grantee agrees to keep, for a period of six (6) years after the Project is completed, such records with respect to the utilization and the proceeds of this Grant Agreement as are kept in the normal course of business and such additional records as may be required by the Trust. Grantee further agrees to make these records available to the Trust upon request.
11. Assignment. Grantee shall not assign, subcontract or otherwise transfer this Grant Agreement, in whole or in part, without the prior written consent of the Trust. In no event shall the Grantee sell, transfer, convey or otherwise dispose of the Property and/or the units to anyone other than an eligible household for rent or encumber the Property or any part thereof other than a grant of a conservation restriction acceptable to the Trust on a portion of the Property, without the prior written consent of the Trust, which may be withheld in its sole and absolute discretion.
12. Termination. In the event Grantee fails to fulfill all obligations under the terms of this Grant Agreement, as determined by the Trust, and such failure is not cured within forty-five (45) days after the Trust has given written notice to Grantee specifying such failure, the Trust shall have the right, in its sole discretion, to terminate this Grant Agreement upon written notice to Grantee. Upon receipt of said termination notice, Grantee shall cease to incur additional expenses in connection with this Grant Agreement. Upon termination, the Trust shall be free to pursue any available rights or remedies, including without limitation, recapture of Funds as set forth in Section 13 below. Upon the expiration or earlier termination of this Grant Agreement, all rights and obligations of the parties hereunder shall expire and be of no further force and effect, except that the provisions of Sections 2, 5, 6, 7, 10, 12, and 13 shall survive said expiration or earlier termination.
13. Return of Funds. In the event Grantee fails to fulfill all obligations under the terms of this Grant Agreement and this Grant Agreement is terminated pursuant to Section 12, any Funds granted to Grantee under this Grant Agreement and not yet expended shall be returned forthwith to the Trust without further expenditure thereof. If Grantee fails to fulfill its obligations under the terms of this Grant Agreement as a result of negligent or intentional acts or omissions of Grantee or its agents, employees, contractors or invitees, Grantee shall be liable to repay to the Trust the entire amount of the Funds provided under this Grant Agreement, and the Trust may take such steps as are necessary, including legal action, to

recover such funds. Any Funds so returned or recovered shall be placed in the Trust's account. In the event that the Trust takes legal action under this Grant Agreement, Grantee shall pay any and all costs, including reasonable attorneys' fees, expended for the enforcement of this Grant Agreement.

14. Compliance with Laws. Grantee shall comply with all Federal, State and local laws, rules, regulations and orders applicable to the Project, such provisions being incorporated herein by reference, and shall be responsible for obtaining all necessary licenses, permits, and approvals required in connection with the Project. No local permit or license is waived by the award of this grant.
15. Notice. Any and all notices, or other communications required or permitted under this Grant Agreement, shall be in writing and delivered by hand or mailed postage prepaid, return receipt requested, by registered or certified mail or by other reputable delivery service, to the parties at the addresses set forth on Page 1 or furnished from time to time in writing hereafter by one party to the other party. Any such notice or correspondence shall be deemed given when so delivered by hand, if mailed, when deposited with the U.S. Postal Service or, if sent by private overnight or other delivery service, when deposited with such delivery service.
16. Severability. If any term or condition of this Grant Agreement or any application thereof shall to any extent be held invalid, illegal or unenforceable by the court of competent jurisdiction, the validity, legality, and enforceability of the remaining terms and conditions of this Grant Agreement shall not be deemed affected thereby unless one or both parties would be substantially or materially prejudiced.
17. Governing Law. This Grant Agreement shall be governed by, construed and enforced in accordance with the laws of the Commonwealth of Massachusetts and Grantee submits to the jurisdiction of any of its appropriate courts for the adjudication of disputes arising out of this Grant Agreement.

Signature Page to Follow

IN WITNESS WHEREOF, the parties hereto have executed this Grant Agreement on the day and year first written above.

TOWN OF NANTUCKET
AFFORDABLE HOUSING TRUST
FUND

NHA PROPERTIES, INC.

Brian T. Sullivan, Chair

By: _____
Name: Peter T. Kaizer
Title: President

By: _____
Name: Paul Wolf, Jr.
Title: Treasurer

873394NANT19710/0009

TOWN OF NANTUCKET AFFORDABLE HOUSING TRUST FUND

GRANT AGREEMENT FOR

Habitat for Humanity Nantucket, Inc.

This GRANT AGREEMENT is made on this _____ day of _____, 2023, by and between the Town of Nantucket Affordable Housing Trust Fund, a municipal affordable housing trust created pursuant to G.L. c. 44, §55C, under a 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 dated September 25, 2014, recorded with said Deeds in Book 1452, Page 271, acting by and through its Board of Trustees, having an address of 2 Fairgrounds Road, Nantucket, Massachusetts 02554 (the “Trust”), and Habitat for Humanity Nantucket, Inc., a Massachusetts non-profit corporation having an address at 75 Old South Road, Nantucket, Massachusetts 02554 (the “Grantee”).

WITNESSETH:

WHEREAS, Grantee submitted a letter dated June 6, 2023, to the Trust requesting a grant in the amount of \$236,000.00 for the additional funding for the the cost overruns for the completed affordable housing project construction on the property at 9 Benjmain Drive, Nantucket for (the “Request”);

WHEREAS, the Project consists of one-single family dwelling and one (1) two-unit duplex dwelling building and in which all three of the uniits have been sold to persons or households with incomes at or below eighty percent (80%) of the area median household income for Nantucket County;

WHEREAS, the Project is complete except for final finishing touches and all of the families have closed and moved in to the units;

WHEREAS, the vote of Article ____ of the _____ Annual Town Meeting authorized the appropriation of funds for the Trust to develop affordable housing units in the Town of Nantucket, including the costs of construction of affordable housing units;

WHEREAS, the Trust reviewed the Request and voted to award the grant to the Grantee for the amount of \$236,000.00 to be used for the purpose of assisting Grantee to pay for the cost overruns of the Project and to enter into a grant agreement with Grantee for the purposes set forth herein.

NOW THEREFORE, the Trust and Grantee agree as follows:

1. Funding. As appropriated by said Town Meeting, the Trust at a meeting held on June ____, 2023 voted to grant to Grantee funds totaling \$236,000.00 (the “Funds”) on the condition that

Grantee shall use the Funds only for the purposes of the Project, as set forth more particularly in their Request

2. Conditions. Work on the Project must be completed in a reasonable time not to exceed ninety (90) days. The Trust may grant an extension at the request of the Grantee.
3. Budget/Other Sources of Funding. Grantee must submit a complete project budget that accounts for (1) the expenditure of all funds awarded under this Grant Agreement; and (2) the identity and amounts of all other sources of funding, if necessary, to complete the Project. If the Trust determines that the Funds have been spent on goods and/or services not included in the Project budget, Funds may not be authorized.
4. Payments. The Trust shall disburse the Funds to the Grantee upon receipt of a complete project budget showing the expenditure of the Funds for the construction of the Project. If the cost of the Project exceeds the Funds, such sums shall be paid by Grantee. Notwithstanding anything herein to the contrary, if the actual total cost of the Project is more than the Funds (the difference between the two amounts referred to hereinafter as the “Excess”), the Trust shall have no obligation to pay the Excess.
5. Liability of the Trust. The Trust’s liability hereunder shall be to make the payment specified in Section 1 of this Grant Agreement, provided that the conditions set forth in Sections 2 and 4 are followed, and the Trust shall be under no further obligation or liability. Nothing in this Grant Agreement shall be construed to render the Trust or any elected or appointed official or employee of the Trust, or their successors in office, personally liable for any obligation under this Grant Agreement.
6. Indemnification. Grantee shall indemnify, defend, and hold the Trust and its officers, employees, servants and agents harmless from and against any and all claims, demands, liabilities, actions, causes of actions, costs and expenses, including attorneys’ fees, arising out of or relating to Grantee’s performance of the Project, the condition of the Property, or the negligence or misconduct of Grantee or Grantee’s agents or employees.
7. Public Records; Contract Documents. The Grantee shall submit a final report including digital photographs if appropriate within thirty(30) days of final completion of the Project. All document relating to the Project, including, but not limited to, photographs, videos, etc., submitted to the Trust shall become the property of the Town and shall be available for use by the Trust and available by the public under the Massachusetts Public Records Law. The Contract Documents consist of this Grant Agreement, the Request and all documents attached thereto. The Contract Documents constitute the entire agreement between the parties concerning the Project.
8. Record Keeping. Grantee agrees to keep, for a period of six (6) years after the Project is completed, such records with respect to the utilization and the proceeds of this Grant Agreement as are kept in the normal course of business and such additional records as may be required by the Trust. Grantee further agrees to make these records available to the Trust upon request.

9. Assignment. Grantee shall not assign, subcontract or otherwise transfer this Grant Agreement, in whole or in part, without the prior written consent of the Trust.
10. Termination. In the event Grantee fails to fulfill all obligations under the terms of this Grant Agreement, as determined by the Trust, and such failure is not cured within forty-five (45) days after the Trust has given written notice to Grantee specifying such failure, the Trust shall have the right, in its sole discretion, to terminate this Grant Agreement upon written notice to Grantee. Upon receipt of said termination notice, Grantee shall cease to incur additional expenses in connection with this Grant Agreement.
11. Compliance with Laws. Grantee shall comply with all Federal, State and local laws, rules, regulations and orders applicable to the Project, such provisions being incorporated herein by reference, and shall be responsible for obtaining all necessary licenses, permits, and approvals required in connection with the Project. No local permit or license is waived by the award of this grant.
12. Notice. Any and all notices, or other communications required or permitted under this Grant Agreement, shall be in writing and delivered by hand or mailed postage prepaid, return receipt requested, by registered or certified mail or by other reputable delivery service, to the parties at the addresses set forth on Page 1 or furnished from time to time in writing hereafter by one party to the other party. Any such notice or correspondence shall be deemed given when so delivered by hand, if mailed, when deposited with the U.S. Postal Service or, if sent by private overnight or other delivery service, when deposited with such delivery service.
13. Severability. If any term or condition of this Grant Agreement or any application thereof shall to any extent be held invalid, illegal or unenforceable by the court of competent jurisdiction, the validity, legality, and enforceability of the remaining terms and conditions of this Grant Agreement shall not be deemed affected thereby unless one or both parties would be substantially or materially prejudiced.
14. Governing Law. This Grant Agreement shall be governed by, construed and enforced in accordance with the laws of the Commonwealth of Massachusetts and Grantee submits to the jurisdiction of any of its appropriate courts for the adjudication of disputes arising out of this Grant Agreement.

IN WITNESS WHEREOF, the parties hereto have executed this Grant Agreement on the day and year first written above.

TOWN OF NANTUCKET
AFFORDABLE HOUSING TRUST
FUND

HABITAT FOR HUMANITY NANTUCKET, INC.

Brian T. Sullivan, Chair

By: _____

Name: Gerry Keneally

Title: President

By: _____

Name: John Renwick

Title: Treasurer

776231NANT19713/0074



July 13, 2023

Nantucket Land Trust Fund
c/o Community Foundation for Nantucket
Ms. Margaretta Andrews and Mr. Tucker Holland
98 Bayberry Court
P.O. Box 204
Nantucket, MA 02554

Re: Contract Amendment

Dear Ms. Andrews and Mr. Holland:

This will serve as an addendum to the contract dated December 6, 2021, binding **Seven Letter (SL)** and **Nantucket Land Trust Fund (NLTF)**.

Seven Letter will continue to provide services to Nantucket Land Trust Fund (NLTF), as outlined in our original agreement. Services will continue from August 1, 2023 through December 31, 2023 for a monthly fee of \$7,500.

If the contract terms delineated in this document are acceptable, please indicate so by signing below and returning to Seven Letter.

We look forward to continuing our work with you and Nantucket Land Trust Fund.

Sincerely,

Erik Smith, CEO

AGREED TO AND ACCEPTED BY:

Ms. Margaretta Andrews

Date

Mr. Tucker Holland

Date