



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)

Committee / Board	AFFORDABLE HOUSING TRUST
Day, Date, and Time	TUESDAY, March 19 th , 2024 @ 12:30 PM
Location / Address	REMOTE PARTICIPATION <i>VIA ZOOM (See Below)</i> 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 & Real Estate Department 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 03-19-24

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/86226507534?pwd=8gUyxaaGj0M7rK1kHhZSPpNczm150Hw.1>

Meeting ID: : 862 2650 7534

Passcode: 175541

- I. Call to Order
- II. Approval of Agenda – ACTION
- III. Approval of Minutes – ACTION

Note: all Trust open meetings are recorded and available on the Town's YouTube channel

- November 13th , 2023
- November 17th , 2023
- November 29th , 2023
- December 5th , 2023
- December 12th , 2023

IV. Public Comments

- V. Approval of CPA Grant Agreement from the Affordable Housing Trust to Habitat for the Waitt Drive Village Affordable Housing Project– ACTION**

VI. Vesper Lane Parking License Agreement – REVIEW/ ACTION

VII. The Howard Dickler Award – REVIEW

VIII. Lease to Locals Program -DISCUSSION

IX. 135 and 137 Orange Street RFP Review Committee – UPDATE

X. Request for Proposals (RFP) - DISCUSSION

- 135 and 137 Orange Street
- 7 Amelia
- 12 and 12 R Bartlett Road
- 16 Vesper Lane

XI. Annual Town Meeting – Housing Articles – REVIEW

XII. Communication Strategy for Annual Town Meeting – UPDATE

XIII. Year-Round Deed Restriction Pilot Program – ACTION

XIV. Other Business

Next Meetings: April 16th at 12:30pm

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. 6 Fairgrounds Road
 - ii. 113 Pleasant St
 - iii. 21 Woodland Drive
 - iv. 8, 10 and 12 Honeysuckle
 - v. 44 Miacomet Rd
 - vi. 18 Sparks Ave

XVII. Adjourn

III. Approval of Minutes - ACTION

Meeting minutes attendance sheet

- **November 13th Deed restriction community meeting**

We cant vote on them , the video had to be taken down again, because the Communication Department posted without editing the zoom bomb out of it.

- **November 17th**

- Tom Dixon
- Meg Browsers
- Penny Dey
- Reema Sherry
- Shantaw Bloise-Murphy
- Brian Sullivan

- **November 29th**

RFP committee no vote

Brian Turbit said we don't have to post these minutes and the trust cant vote on them because only one member of the trust was part of this Committee.

- **December 5th**

1. Tom Dixon
2. Reema Sherry
3. Shantaw Bloise-Murphy
4. Meg Browsers
5. David Iverson
6. Penny Dey
7. Brian Sullivan

- **December 13th**

Is the same as November 29th , it's for the RFP committee.

NANTUCKET AFFORDABLE HOUSING TRUST

~~ MEETING MINUTES ~~

FRIDAY, November 17th , 2023.

Remote Meeting via Zoom– 12:30pm

Trust Members: Brian Sullivan (Chair), Reema Sherry (Vice-Chair), Meg Browsers, Dave Iverson, Shantaw Bloise-Murphy, Penny Dey, Tom Dixon

ATTENDING MEMBERS: Brian Sullivan, Meg Browsers, Penny Dey, Reema Sherry, Tom Dixon, Shantaw Bloise-Murphy

STAFF IN ATTENDANCE: Tucker Holland (Housing Director)

SPEAKER IN ATTENDANCE: Judi Barrett (Barrett Planning LLC)

I. Call to Order

Brian Sullivan called this meeting to order at 12:32pm

II. Approval of Agenda – ACTION

Tom Dixon made a MOTION to approve the agenda. Meg Browsers seconded this motion.

ROLL CALL of those participating:

1. Tom Dixon Aye
2. Meg Browsers Aye
3. Penny Dey Aye
4. Reema Sherry Aye
5. Shantaw Bloise-Murphy Aye
6. Brian Sullivan Aye

III. Approval of Minutes – ACTION

Note: all Trust open meetings are recorded and available on the Town's YouTube channel

IV. Public Comment

V. Year-Round Deed Restriction Community meeting– DISCUSSION

Judi Barrett suggested that they create a mini work group to work on what this program is going to be.

Brian Sullivan asked Judi Barrett what is the timeline that she is hoping for the working group to get together to have this meeting.

Some discussion followed.

Brian Sullivan asked Judi Barrett if the community meeting was consistent with the other focus groups meetings.

Judi Barrett said it was fairly consistent. She said that with the smaller groups and the lack of distractions, it was easier to have some conversations, but overall, she did not hear anything different in the community meeting.

VI. Affordable Housing Act—DISCUSSION

Tucker Holland updated the Trust members about a call that he had with the consultants that he is working with on this, and it looks like the 1st hearing for the Affordable Homes Act will be in early January. He said that he will keep the AHTF updated once he gets more details. He also said that he had the chance to testify on behalf of their own Home-Rule Petition early this week and it went well.

Some discussion followed.

VII. AHTF Ability to create a Buy Down Program for Income Restriction – DISCUSSION

Tucker Holland said in the interim of getting to simply a year-round restriction without an income requirement associated with it. They are interested in investigating the potential of launching a Deed Restriction Program that does have an income restriction that could be supported by funds that the Trust presently has available. He said they would look at it as a pilot program.

Vicky Marsh said that the idea of having a program that can be funded by the Trust without having the legislature it, is really what they would like to try and do. She said the question is “How would they create this program without a Home-Rule Petition” and also working in the perimeters of the Affordable Housing Trust.

Reema Sherry asked if they modify the current covenant program to 240% AMI if it would accomplish what Vicky Marsh is referring.

Some discussion followed.

VIII. ADUs Feasibility Study Proposal – ACTION

Brian Sullivan said that they have received two different proposals that have been circulated to the Trust on the concept of how to calculate the ADU opportunity that exists on Nantucket. Tucker Holland said that when they approached this topic to Procurement Department head, they instructed them to seek out several qualified parties to invite them to submit a proposal based on a scope. He said they received two proposals and there is a fairly significant difference

in the proposed cost of each of the approaches to this.

It would be depending on whether the Trust saw value in conducting this study right now in either the manners that were proposed and if they did, they would be circling back to the Finance Department based on the selection to say that they would like to proceed with this, and they want to make sure that it is ok to do so.

Both Matt Haffenreffer and Caleb Wursten briefly presented to the Trust their proposals for the ADUs study on Nantucket.

Some discussion followed.

This item will be carried to a future meeting to give the trust more time to review the proposals for the ADUs opportunity that exists on Nantucket.

- IX.** Approval and Execution of the Quitclaim Deed from the Town of Nantucket Affordable Housing Trust Fund (AHTF) to the Nantucket Cottage Hospital of the property located at 18 Vesper Lane, Nantucket and other related Closing Documents; and the Acceptance of the Deed from the Nantucket Cottage Hospital to the AHTF for a portion of the property at 16 Vesper Lane, Nantucket shown as the Lots 3B, 3C and 3D on a plan of land entitled “plan of Land, Vesper Lane, Nantucket, MA” dated September 15, 2023, prepared by RJO O’Connell & Associated, Inc., and other related Closing Documents.—ACTION

Vicky Marsh said there were a number of documents that she will explain to the AHTF.

1. The Amendment to the MOU which was in place of the Purchase and Sale agreement that they had, outlines the terms of the transactions between the hospital and the Affordable Housing Trust.
2. There are two Deeds, one is the Deed from the Trust to the Hospital for 18 Vesper Ln, the second one is from the Hospital to the Trust for lots 1b, 1c and 1d, which are portions of 16 vesper ln.
3. There will be a utility easement , where the Trust will have access o lot 1A to get to lots 1b, 1c and 1d and also use it for utilities that are going to be needed.
4. There are Bring Down Certificates , which states that the representation and warranties that were made in the MOU with respect to the status of the Authority that the respective Organizations have to be able to acquire the

property and grant the easement , execute documents, the status of the buildings and the property itself.

5. Disclosure Statement that will be filed with the State Department, stating that the Hospital is working with the Trust which are public entities and therefore they need to file a Disclosure Statement.
6. There is a Certificate of None-Foreign status, that the Trust states that the Trust is not a foreign entity and therefore is not subjected to statutory requirements.
7. There is an Owner Affidavit which is for title insurance purposes.
8. A Trustee certificate that has not been drafted as yet, that says that the Trust has the Authority to execute these documents to complete the conveyance.

Some discussion followed.

Tom Dixon made a MOTION to approve and execute the Deed and the acceptance of the Deed for 18 Vesper Lane, and the acceptance of the Deeds for lots, 1B, 1C, 1D 16 Vesper Lane and to execute any and all other closing documents that relate to this transaction, subjected to Town Councils receipt and review of final closing documents , and to authorize the Chair to execute documents on behalf of the Trust. Penny Dey seconded this motion.

ROLL CALL of those participating:

1. Tom Dixon Aye
2. Meg Browers Aye
3. Shantaw Bloise-Murphy Aye
4. Penny Dey Aye
5. Reema Sherry Aye
6. Brian Sullivan Aye

X. Other Business

Next Meeting: December 5th at 12:30pm

XI. Board Comments

XII. 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. 18, 18A, 20, 22, 24 and 26 Sparks Avenue
- ii. Surfside Crossing Deed Restrictions
- iii. 35 Essex Road

Meg Browsers made a MOTION to close open session to move to executive session, not to return to open session for the purpose 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.

ROLL CALL of those participating:

1. Tom Dixon Aye
2. Meg Browsers Aye
3. Shantaw Bloise-Murphy Aye
4. Penny Dey Aye
5. Reema Sherry Aye
6. Brian Sullivan Aye

XIII. Adjourn

This meeting was adjourned at 2:10pm.

NANTUCKET AFFORDABLE HOUSING TRUST

~~ MEETING MINUTES ~~

TUESDAY, December 5th , 2023.

Remote Meeting via Zoom– 12:30 pm

Trust Members: Brian Sullivan (Chair), Reema Sherry (Vice-Chair), Meg Browsers, Dave Iverson, Shantaw Bloise-Murphy, Penny Dey, Tom Dixon

ATTENDING MEMBERS: Brian Sullivan, Dave Iverson, Meg Browsers, Penny Dey, Reema Sherry, Shantaw Bloise-Murphy, Tom Dixon

STAFF IN ATTENDANCE: Kristie Ferrantella (Housing Director), Ellis Ramos (Housing & Real Estate Office Manager), Vicki Marsh (Town Counsel)

SPEAKER IN ATTENDANCE: Judi Barrett (Barrett Planning LLC)

I. Call to Order

Brian Sullivan called this meeting to order at 12:35pm

II. Approval of Agenda – ACTION

Brian Sullivan suggested moving the approval of the meeting minutes to a future meeting.

Tom Dixon made a MOTION to approve the agenda as amended by Brian Sullivan. Reema Sherry seconded this meeting.

ROLL CALL of those participating:

1. Tom Dixon Aye
2. Reema Sherry Aye
3. Shantaw Bloise-Murphy Aye
4. Meg Browsers Aye
5. Dave Iverson Aye
6. Brian Sullivan Aye

III. Approval of Minutes – ACTION

Note: all Trust open meetings are recorded and available on the Town's YouTube channel

- August 22nd , 2023
- August 29th , 2023

AFTH Meeting on December 5th ,2023 at 12:30pm

- September 5th , 2023
- September 19th , 2023

IV. Public Comment

Tucker Holland introduced Kristie Ferrantella as the new Nantucket Municipal Housing Director.

Kristie Ferrantella said that she is excited to get started and to work with all the trust members.

V. Closing Cost Assistance Program—ACTION

- Application: Truesdale – 35 Warrens Landing

Reema Sherry made a MOTION to approve the Jennifer Truesdale CCAP application for 35 Warrens Landing, pending the receipt of the last bits of paperwork needed up to \$15,000.00. Meg Browers seconded this motion.

ROLL CALL of those participating:

1. Tom Dixon Aye
2. Reema Sherry Aye
3. Shantaw Bloise-Murphy Aye
4. Meg Browers Aye
5. David Iverson Aye
6. Penny Dey Aye
7. Brian Sullivan Aye

VI. Discussion: Year-Round Deed Restriction Program

Judy Barrett said after a discussion with Brian Sullivan and Vicky Marsh about moving forward with the program. She said they need to work on the legislation prepared that the Trust could review and also start working on the program design. She said that to start this is a pilot program and they should start simple, they can complicate it later if they choose to, but rather than taking on more than they have the capacity to do. She suggested that they start with a program design

that they can do and build some success from there.

Some discussion followed.

Brian Sullivan recommended that for the pilot program, that they should have an upper AMI limit so they can know the bread of the potential applicants and then understand if they ran into roadblocks and need to make amendments.

Some discussion followed.

Tucker Holland said that they talked about having a limit on the contribution that the program can make towards a restriction but not a limit on the house price.

Some discussion followed.

Reema Sherry said that if they do not have income restrictions, they should do a cap on what is the maximum amount that they could pay for aa restriction.

Some discussion followed.

Vicki Marsh said they also had to talk about enforcement of these restrictions and to have some kind of management over the program that is going to watch this so that people are not taking advantage of the situation.

Brian Sullivan asked if the pilot program will only be available to owner occupants,

Or if the owner occupant moves on from the property, can the tenant qualify in the property while the owner continues to own it ?

Judi Barrett said that this is a pilot program, and they should keep it simple.

Tucker holland said that for the next meeting, they need to split it into two agenda items. One is the simply the program legislation and the other one would be the program design. He said that this program could be in place prior to the Annual Town Meeting based on the funding that the Trust already have available.

Some discussion followed.

VII. Other Business

Next Meeting: December 19th, 2023, via Zoom

VIII. Board Comments

IX. 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. 18, 18A, 20, 22, 24 and 26 Sparks Avenue
 - ii. Surfside Crossing Deed Restrictions

Penny Dey made a MOTION to close open session to move to executive session, not to return to open session for the purpose 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. Shantaw Bloise-Murphy seconded this motion.

ROLL CALL of those participating:

1. Tom Dixon Aye
2. Shantaw Bloise-Murphy Aye
3. Penny Dey Aye
4. Meg Browers Aye
5. Reema Sherry Aye
6. Brian Sullivan Aye

X. Adjourn

This meeting was adjourned at 1:30pm

V. Approval of CPA Grant Agreement from the Affordable Housing Trust to Habitat for the Waitt Drive Village Affordable Housing Project– ACTION

TOWN OF NANTUCKET AFFORDABLE HOUSING TRUST FUND

GRANT AGREEMENT FOR

Habitat for Humanity Nantucket, Inc.

This GRANT AGREEMENT is made on this _____ day of _____, 2024, 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 P.O. Box 1022, Nantucket, Massachusetts 02554 (the “Grantee”).

WITNESSETH:

WHEREAS, Grantee submitted a letter dated January 24, 2024, to the Trust requesting a grant in the amount of \$4,000,000.00 for the construction of six affordable housing units, four of which shall be single-family homes and two of which shall be in a residential duplex on the property owned by the Grantee at Lots 88, 89 and 90 Waitt Drive, Nantucket for affordable housing purposes (the “Request”);

WHEREAS, the votes of Article 28 and Article 32 of the 2019 Annual Town Meeting, and Article 10 of the 2023 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 \$4,000,000.00 to be used for the purpose of assisting Grantee to construct six (6) affordable housing units on the Property to be acquired by the Grantee (the “Units”) and selling the same to Eligible Purchasers (defined below), subject to an affordable housing deed rider held by the Town of Nantucket (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 January 30, 2024 voted to grant to Grantee funds totaling \$4,000,000.00 (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 plans and this Grant Agreement.

2. Conditions.

- a) Work on the Project must commence within two (2) months from the date of the execution of this Agreement (the “Commencement Date”). All work must be completed for the single- family Units sold to Eligible Purchasers within eighteen (18) months from the date of receiving the building permits for the single-family Units and twenty-four (24) months from receiving the building permits for the duplex Units, unless extended by the Trust for good cause.
- b) Excess or unused Funds will be returned to the Trust if the Project has not begun, or the Project has not been completed as provided for in Section 2(a).
- c) Grantee shall construct the Units on the Property and convey the same to households earning eighty percent (80%) or less of the area median income in the Statistical Area for Nantucket County (the “Area Median Income”), at a price affordable to households earning no more than eighty percent (80%) of the Area Median Income, as determined by the Department of Housing and Urban Development (“HUD”), adjusted for household size (an “Eligible Purchaser”). Prior to conveyance of the Units to Eligible Purchasers, the Grantee shall obtain approval from the Executive Office of Housing and Livable Communities (“EOHLC”) of a Regulatory Agreement and permanent affordable housing restriction on the Units to be held by EOHLC and the Town. Grantee shall convey the Units by deeds that shall include a Deed Rider, approved by the Town of Nantucket, granting the Town a permanent affordable housing restriction on the Units, requiring that each of the Units be conveyed to an Eligible Purchaser, meeting the requirements of G.L. c. 184, Sections 31-33, and ensuring that the restrictions stated therein shall survive foreclosure and that the Units shall remain affordable in perpetuity (the “Deed Rider”). The affordable housing restriction shall also be deemed to be an “other restriction” held by a governmental body, as that term is defined 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. The Deed Rider shall be free of liens and free of easements and restrictions that would interfere with the Town’s exercise of its rights under the Deed Rider; all mortgages on the Property or the Units, if any, shall have been subordinated to the Deed Rider.
- d) Grantee shall seek the approval of, and work closely with, Kristie Ferrantella, the Town of Nantucket 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 \$500,000.00 to satisfy the Grantee's initial request of the Funds. The Trust shall disburse an amount of the Funds based on the work done, at least monthly 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 construction documents. The balance of the Funds shall be paid when Grantee conveys the Units to Eligible Purchasers and records a Deed Rider in compliance with this Grant Agreement. The Grantee shall not convey a Unit until receiving a Certificate of Occupancy from the Nantucket Building Department for the respective Unit. Other than the initial disbursement, which may be expended for costs related to the Project, Grantee shall use the remaining Funds only for the purpose of funding construction costs to undertake the Project, as described in the contract documents. 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.
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 four (4)-month intervals beginning sixty (60) 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.
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.

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.

By: _____

Name: Gerry Keneally

Title: President

By: _____

Name: John Renwick

Title: Treasurer

908135v2NANT19710/0001

VI. Vesper Lane Parking License Agreement

RE: License for Hospital on portion of 16 Vesper Lane

Sullivan, Timothy <TSullivan@GOULSTONSTORRS.com>

Fri 2/23/2024 4:56 PM

To: Vicki Marsh <VMarsh@k-plaw.com>

Cc: Sully <sully@fishernantucket.com>; Kristie Ferrantella <kferrantella@nantucket-ma.gov>; John Giorgio <JGiorgio@k-plaw.com>; Glowacki, Christopher A. <cglowacki@mgb.org>

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.

Hi Vicki – I understand that the Hospital would like the license to park in the area that the hospital used for parking prior to the sale (we could have an exhibit plan prepared) commencing as soon as possible through September 30th. I think we could either amend the license for the storage container or start with a similar form.

Timothy W. Sullivan

Direct (617) 574-4179

Mobile (617) 645-4361

goulston&storrs

From: Vicki Marsh <VMarsh@k-plaw.com>

Sent: Thursday, February 22, 2024 10:26 AM

To: Sullivan, Timothy <TSullivan@GOULSTONSTORRS.com>

Cc: Sully <sully@fishernantucket.com>; Kristie Ferrantella <kferrantella@nantucket-ma.gov>; John Giorgio <JGiorgio@k-plaw.com>

Subject: License for Hospital on portion of 16 Vesper Lane

Tim-

I understand that the Hospital is requesting a license from the Nantucket Affordable Housing Trust to use a portion of 16 Vesper Lane owned by the Trust for parking for employees during the summer. In considering the request, the Trust has a few questions on the License including the term of the License, location of license area on the Trust property and if possible providing a map for the location. Are you anticipating a form similar to that for the storage containers?

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

Vicki

Vicki S. Marsh, Esq.

KP | LAW

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Boston, MA 02110

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LICENSE AGREEMENT

This License Agreement (the “Agreement”) is made and entered into as of the ____ day of _____, 2024, by and between the Town of Nantucket Affordable Housing Trust Fund, a Massachusetts 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 (the “Registry”) in Book 1221, Page 20, as amended by First Amendment to Declaration of Trust dated September 25, 2014, recorded with the Registry in Book 1452, Page 272, acting by and through its Board of Trustees, having an address at 2 Fairground Road, Nantucket, Massachusetts 02554 (“Licensor”) and Nantucket Cottage Hospital, a Massachusetts charitable corporation, having an address at 57 Prospect Street, Nantucket, Massachusetts 02554 (“Licensee”).

WHEREAS, as of the date hereof, Licensor is the record owner of the parcels of land off Vesper Lane in Nantucket, Massachusetts, being a portion of the land at 16 Vesper Lane, shown as Lot 1B, Lot 1C, and Lot 1D on a plan entitled “Plan of Land Vesper Lane, Nantucket, MA.,” dated September 26, 2023, prepared by RJ O’Connell & Associates, Inc., and recorded with the Registry as Plan No. 2023- 61(the “Property”) by virtue of a Deed recorded with said Registry in Book 1961, Page 115;

WHEREAS, Licensee requests to use a portion of the Property for parking of its employees vehicles from _____, 2024 until _____ as shown on a plan entitled “_____” attached hereto and incorporated herein (the “License Area”) subject to the terms and conditions more particularly described herein;

WHEREAS, Licensor is willing to license the License Area to Licensee; and

WHEREAS, the parties hereto wish to memorialize the terms of the arrangement between them with respect to the use of such License Area.

NOW, THEREFORE, Licensor and Licensee agree as follows:

1. Subject to the terms, provisions, conditions and limitations contained or referenced in this Agreement, Licensor grants to Licensee the use of the License Area commencing as of the date of execution by the parties hereto of this Agreement until _____, 2024 (the “License Period”), unless sooner terminated in accordance with the terms and provisions hereof.
2. Licensee acknowledges that Licensor has no obligation to provide any services of any kind in connection with this grant of rights to the License Area to Licensee, and that any and all required or desired services, including, without limitation, electrical, lighting, trash storage and removal and/or security, shall be procured and paid for by Licensee. It is expressly understood and agreed that: (i) in no event shall Licensee or those claiming by, through or under Licensee penetrate the surface of the License Area or allow the penetration of the surface of the License Area in connection with the delivery of such services or otherwise; (ii) in no event shall Licensee tie into or allow the tying into of Licensor services or facilities to arrange for the provision of needed or desired services to the License Area; (iii) Licensee shall assure that the License Area is kept clean and free of trash and debris, and that any trash stored in receptacles on site is removed daily and is

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not permitted to accumulate on site; and (iv) Licensee shall assure that all security for the License Area is undertaken in a manner so as not to interfere with, and be protective of, the operations of Licensor on the property. If Licensee or Licensee's employees damage the License Area or any portion thereof or the property of those persons parking thereon, Licensee shall promptly repair and restore the License Area or any property at Licensee's sole cost and expense.

3. The License Area shall be utilized solely for the parking of only Licensee's employees during the License Period. The License Area shall not be used for any other purpose or operation of any kind or nature or by any unauthorized persons or for commercial purposes. Without limiting the generality of the foregoing prohibition, it is expressly acknowledged that in no event shall any of Licensee's facilities located on the License Area be utilized for sleeping or lodging purposes.
4. Licensee acknowledges that Licensor has made no representation of any kind or nature as to the suitability of the License Area for Licensee's intended uses and purposes as described above.
5. Licensee understands and acknowledges that Licensor will deliver the License Area to Licensee pursuant to the terms of this Agreement in its existing "as-is" condition as of the date the License Period commences, and that no improvements or alterations of any kind will be provided by Licensor.
6. Licensee acknowledges and agrees that it shall not make any additions, alterations, improvements or changes of any kind or nature to the License Area, including, without limitation, re-striping or otherwise making any visual demarcation of the site or areas within the site, except as expressly set forth herein without the express written consent of Licensor, which consent may be withheld in the sole and absolute discretion of Licensor.
7. Licensor shall have no liability to Licensee or any party claiming by, through or under Licensee pursuant to the terms, provisions and conditions of this Agreement, for any loss, damage or destruction to or of property, or injury or death of any person, in connection with this Agreement or the use of or access to the License Area, unless directly resulting from the intentional tortious conduct of Licensor or its employees or agents.
8. Licensee agrees to indemnify, defend and hold harmless Licensor and its employees, officials, independent contractors, volunteers, agents and representatives (collectively, the "Indemnified Parties") from and against any and all losses, claims, damages, expenses, liabilities, obligations, penalties, costs, charges and expenses (including, without limitation, attorney's fees) which may be imposed upon, incurred by, or asserted against the Indemnified Parties, by reason of (a) any failure on the part of the Licensee and its Licensee Parties to comply with any provision or term required to be performed or complied with by Licensee and Licensee Parties under the terms of this Agreement; (b) for the death, injury or property damage suffered by any person on account of or based upon the act, omission, negligence omission or misconduct of any person whomever, other than the Licensee or relating in any way, to the Licensee's exercise of its rights under this Agreement; and (c) the discharge, release or threatened release and the use and the storage or disposition at or from the License Area of oil or hazardous material as defined in federal, state or local law which is caused by Licensee or Licensee Parties under this Agreement. Licensee's obligations hereunder shall survive the expiration or termination of this Agreement.

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9. Licensee shall obtain and maintain in full force and effect throughout the License Period the insurance detailed on Exhibit A to this Agreement.
10. Licensee acknowledges that no lease or tenancy of any kind or nature shall arise or exist because of, or in connection with, Licensee's use of the License Area pursuant to the terms of this Agreement. The agreements of Licensee and Licensor contained herein shall be deemed to constitute only a license, revocable at-will by Licensor at the expiration of the License Period and no proceedings of any kind or nature shall be required to terminate the Agreement or regain possession of the site at the expiration of the License Period, or earlier in the event of a breach by Licensee or those claiming by, through or under Licensee in accordance with the terms, provisions and conditions of this Agreement resulting in a termination prior to the expiration of the License Period. The license rights conferred hereby are non-assignable and non-transferable.
11. Either party to this Agreement may terminate the Agreement for cause upon two (2) calendar days' notice to the other party. Licensee acknowledges that to the extent this Agreement is terminated by Licensor on account of a breach on the part of Licensee or those claiming by, through or under Licensee in accordance with the terms, provisions and conditions of this Agreement, all obligations attributed to it pursuant to the terms and provisions of this Agreement remain in full force and effect and shall not be modified or nullified as a result of such termination. Either party may terminate this Agreement without cause upon at least thirty (30) days prior written notice to the other party, which notice shall specify the effective date of termination.
12. Any notices pursuant to this Agreement shall be in writing and will be effective the day after sent by Federal Express or other comparable overnight delivery service (with signature confirmation) or, three (3) days after sent via certified mail, postage prepaid, return receipt requested, sent to the following:

For Licensor: Town of Nantucket Affordable Housing Trust Fund
Chair of Board of Trustees
2 Fairgrounds Road
Nantucket, MA 02554

With a copy to: Ms. C. Elizabeth Gibson, Town Manager
Town of Nantucket
Town & Country Building
16 Broad Street
Nantucket, MA 02554

And to: Vicki S. Marsh, Esq.
KP Law, P.C.
101 Arch Street, 12th Floor
Boston, MA 02110

For Licensee: Nantucket Cottage Hospital
57 Prospect Street
Nantucket, MA 02554
Attention: Chris Glowacki

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With a copy to: Goulston & Storrs PC
400 Atlantic Avenue
Boston, MA 02110
Attn: Timothy Sullivan, Esq.

13. This License Agreement shall be governed by and construed in accordance with the laws and regulations of the Commonwealth of Massachusetts.

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IN WITNESS WHEREOF, the parties have hereunto set their hands and seals the day and year first above set forth.

LICENSOR:

Town of Nantucket Affordable Housing
Trust Fund
By its Board of Trustees

LICENSEE:

Nantucket Cottage Hospital

By: _____

Name: _____

Title: _____

By: _____

Name: _____

Title: _____

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EXHIBIT A

Insurance Obligations of Licensee (hereinafter referred to as “Insurance Obligations-Licensee”).

A. Licensee agrees to and shall have and maintain the following required insurance policies, in full force and effect, covering Licensee’s applicable insurable risks, interests, and losses in connection with this Agreement. Limits of liability insurance indicated in this Insurance Obligations-Licensee section of this Agreement may be achieved by primary insurance policies alone or in combination with excess-liability and/or umbrella-liability insurance policies.

(1) Workers’ compensation (“WC”) insurance in compliance with applicable statutes of the states and other jurisdictions in which work in connection with this Agreement will be performed by Licensee’s employees.

(2) Employers’ liability (“EL”) insurance with a limit of not less than \$1M per employee bodily injury or death, from accident or disease and with a policy limit of not less than \$1M per employee bodily injury or death from disease.

(3) Commercial general-liability (“CGL”) insurance with limits of not less than \$5M per claim or occurrence, and \$5M annual aggregate, covering Licensee’s CGL risks and losses in connection with Licensee’s premises, operations in progress, products and completed operations, bodily-injury liability, property-damage liability, personal-injury liability, and contractual liability.

(4) Commercial automobile-liability (“CAL”) insurance covering Licensee for its use of autos—of symbol 1 or of symbols 7, 8, and 9—in its performance in connection with this Agreement and/or the License Area, in compliance with applicable statutes of the states of the autos’ registrations, with a combined single limit of not less than \$1M for each accident.

(5) Commercial-property insurance covering, at full replacement-cost value, Licensee’s applicable insurable property interests (including related business-income/interruption losses) in connection with this Agreement and/or License Area.

B. CGL and CAL insurance indicated in the Insurance Obligations-Licensee section of this Agreement shall, to the fullest extent permitted by the insurers, cover the following as additional insureds covering such additional insureds’ liability to the extent caused by Licensee: the “Indemnified Parties” (and referred to in this Exhibit as the “Additional Insureds-Licensee”). Insurance policies providing such additional-insured status shall, at the discretion of the Additional Insureds-Licensee at the time of a loss, be primary and non-contributory.

C. All insurance indicated in the Insurance Obligations-Licensee section of this Agreement shall comply as follows:

(1) Must cover liability of Licensee itself and its employees, independent contractors, volunteers, and agents.

(2) Must remain in full force and effect for the duration of this Agreement. Such insurance policies or their successive insurance policies shall respond indefinitely to insurable risks and losses in connection with this Agreement.

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- (3) If any insurance policy is written on a “claims-made” basis, then such a policy, renewals thereof, or extended-reporting-period endorsement must be maintained and be effective by Licensee for not less than six (6) years immediately following the termination or expiration of this Agreement.
 - (4) Must, to the fullest extent that Licensee’s insurers permit and is legally permissible, waive right of subrogation in favor of Additional Insureds-Licensee and their insurers.
 - (5) Must not be cancelled, non-renewed, or materially altered without at least thirty (30) days’ prior written notification to Licensor.
 - (6) Licensee’s commercial insurers must have and maintain an AM Best financial-strength rating of not less than A-minus, a financial-size rating of not less than VII, or are otherwise acceptable to Licensor.
 - (7) Any limitation of liability in this Agreement or in any related agreements shall not apply to Licensee’s Insurance and Indemnification obligations in this Agreement.
- D. As an alternative to using commercial insurance, Licensee may fulfill and satisfy its insurance obligations indicated in the Insurance Obligations-Licensee section of this Agreement with alternative risk-financing mechanisms, such as captive-insurance, self-insurance, or self-funded programs that are financially stable and viable, and which are acceptable to Licensor.
- E. Licensee shall furnish Licensor, at the execution of this Agreement and thereafter at Licensor’s written request, evidence of compliance with Licensee’s insurance obligations indicated in sections A through D of the Insurance Obligations-Licensee section of this Agreement. Such evidence must be in a valid form such as a valid certificate(s) of insurance of insurance.
- F. This entire Insurance Obligations-Licensee section of this Agreement shall survive the termination of this Agreement.
- G. Licensee shall cause its contractors, subcontractors, and sub-licensees--who perform services in connection with this Agreement, are afforded rights of use and/or access to the License Area, or who otherwise operate within the License Area through the rights granted Licensee by the terms of this Agreement, including the so-called “users” referenced elsewhere in this Agreement--to comply with at least the same insurance obligations as indicated within this Exhibit.

VII. The Howard Dickler Award

2023 DESCRIPTION:

Purpose / write up on Dr. Howard Dickler Tribute Award:

The Nantucket Affordable Housing Trust (NAHT) has created an annual citizen's award, as a tribute to the late Dr. Howard Dickler.

Dr. Dickler was a valuable member of our community, whose involvement in housing and economic issues was greatly appreciated by the NAHT, through his regular attendance and participation at public meetings, as well as his service on the Neighborhood First Advisory Committee, which mapped a guide for the Trust's use of funds in effort to maintain safe harbor from 40B developments.

This award will honor a community member who best exhibits the spirit of Dr. Dickler on housing advocacy for our year-round community, through their dedication, drive, creativity, inclusiveness, and, perhaps most of all, their fearless willingness to share ideas.

Nominations, in the form of a brief description of why the nominee deserves to be recognized, will be accepted by the Housing & Real Estate Office from Trust members along with any and all Nantucket residents (year-round and seasonal) by February 17th, 2023.

Determination of the award winner will be by vote of the Trust members and in consultation with Ana Martinez, Howard's wife. Announcement of the recipient will be timed with Annual Town Meeting. An honorarium will be donated in the recipient's name to the housing-related organization of the recipient's choice.

Nomination submissions may be delivered via email to Ellis Ramos (eramos@nantucket-ma.gov), or in person at the Housing & Real Estate Office located at 16 Broad Street office 111, or by mail at 16 Broad Street, Nantucket, MA 02554.

Proposed date for nominations: April 12, 2024

Howard Dickler Award Timeline:

March 22nd: Press Release

April 1: Town Manager Newsletter

April 12: Nomination deadline

April 16: Review at Trust Meeting

May 7 - Recipient announced at Annual
Town Meeting

VIII. Lease to Locals - DISCUSSION

IX - 135 and 137
Orange Street RFP
and
X - RFP Discussion



TOWN OF NANTUCKET
REQUEST FOR PROPOSALS (RFP) DRAFT
FOR AFFORDABLE HOUSING DEVELOPMENT
AT 7 AMELIA DRIVE

IMPORTANT DATES

-RFP Issuance:

-Inquiries Deadline: _____, 2023 **at 1:00 p.m.**

-Proposal Submission Deadline: _____, 2023 **at 1:00 p.m.**

-Proposal Presentations: _____, 2023 **at 1:00 p.m.**

-Note: all respondents to the RFP who meet Minimum Threshold Criteria will be asked to present their project proposal to the Review Committee

Developer Selection: intended to be made by _____, 2023

All times in this document are local time in Nantucket, MA.

I. Request for Proposals

The Town of Nantucket (the "Town") is seeking proposals from qualified developers for the development, within local zoning, and ongoing management of no more than three (3) units of year-round permanently restricted housing on a portion of Town-owned land located at 7 Amelia Drive, Nantucket. The portion of the land to be developed contains approximately seven thousand seven hundred and fifty-five (7,755) square feet. (Being a portion of Lot 23 Map included in Attachment A – the "Property"). A copy of the deed to the Town-owned land recorded with Nantucket County Registry of Deeds in Book 1704, Page 245, is attached as Attachment B

The purpose of this RFP is to select a developer with demonstrated experience and capacity to develop and manage a residential development project that best addresses the needs and goals of the community as described in this RFP. The Town anticipates that proposers and/or members of their respective development teams will have demonstrated successful experience with developing and maintaining affordable housing, as well as with programs providing subsidy and services for such development.

II. Proposal Submission

The Town has determined that the award of this contract is subject to M.G.L. c. 30B, known as the Uniform Procurement Act. Therefore, the provisions of M.G.L. c. 30B are incorporated herein by reference.

All proposals must be received by : _____, **2023 at 1:00 p.m.** and submitted to:

Town of Nantucket
Attn: Procurement Officer/ 7 Amelia Drive Nantucket Housing Proposal
Town & County Building
16 Broad Street
Nantucket, MA 02554

To be considered a complete proposal, all proposals must include the following:

1. Cover page labeled "7 Amelia Drive Nantucket Housing Proposal." The cover page should also identify the development entity, the primary contact person and all contact information;
2. All required documents, completed and signed by a duly authorized signatory;
3. One clearly marked original and twelve (12) unbound and organized copies in a format that is easily copied; and
4. An electronic version of the complete proposal on a CD or flash drive.

Proposals that are incomplete or conditional will be rejected. Proposals received after this time will be considered non-responsive and either not accepted or returned to the proposer unopened. A proposer may correct, modify or withdraw a proposal by written notice received prior to the time set for receipt of proposals (**1pm on _____, 2023**). Modifications must be submitted in a sealed envelope labeling the Modification and must reference the original RFP proposal.

Proposals will be opened pursuant to the provisions of M.G.L. c. 30B, §6 (d) at **10:00 a.m. on _____, 2023**. A proposer may not change any provision of the proposal after the receipt deadline.).

The Town reserves the right to reject any or all proposals or to cancel this RFP if in the Town's sole discretion, it is determined to be in the best interest of the Town.

All inquiries should be made via e-mail and directed to: procurement@nantucket-ma.gov no later than **1:00 p.m., _____, 2023**. Inquiries should have a subject line entitled:

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7 Amelia Drive Nantucket Housing RFP Inquiry. Any inquiries after such date will not be accepted. All inquiries and responses will be shared with all Registered Proposers via e-mail.

In order to receive answers to all inquiries and any RFP amendments, interested parties must be registered as a Registered Proposer with the Town. To register as a potential respondent, please send an e-mail to procurement@nantucket-ma.gov no later than _____, **2023 at 1:00 p.m.** with your name, organization, contact e-mail and indicate in the subject line: *Registered Proposer – 7 Amelia Drive Nantucket Housing RFP.* As inquiries are made, answers will be provided as expeditiously as possible to all Registered Proposers at the time.

The Town makes no representations or warranties, express or implied, as to the accuracy and/or completeness of the information provided in this RFP. This RFP, including all attachments and supplements, is made subject to errors, omissions, prior sale, lease or financing and withdrawal without prior notice, and changes to, additional, and different interpretations of laws and regulations.

Proposers' Responsibility for Due Diligence: Proposers should undertake their own review and analyses concerning physical conditions, environmental conditions, applicable zoning, required permits and approvals, and other development and legal considerations.

III. Development Objectives

The Town is seeking proposals to build and maintain a maximum of three (3) housing units on the site as permanently restricted year-round housing. While not required, the inclusion of commercial space for a nonprofit enterprise will be considered. The priority is achieving the maximum number of housing units.

In order to assess housing needs on Nantucket, the Town has completed a study and its findings are found in the certified 2021 Housing Production Plan (Attachment C). It is the Town's desire to achieve, an overall bedroom mix, including the maximum number of studio and one (1)-bedroom units which will be permitted based on the site's capacity, good site planning, storage, parking, and landscaping considerations, and the market and financial feasibility of an affordable housing project. The proposed unit mix must also be able to receive Department of Housing and Community Development (DHCD) approval for the inclusion of one hundred percent (100%) of the units in the Town's Subsidized Housing Inventory (SHI) and any DHCD approvals necessary to receive any requested state and/or federal subsidy funds, as applicable.

The development will be subject to a Ground Lease (see example in Attachment H) and Development Agreement (see example in Attachment I) in forms that are acceptable to the Town.

Affordability

One hundred (100%) percent of the units must be rented to income eligible households earning one hundred (100%) percent or less of the area median income (AMI) for Nantucket County and meet the requirements for all of the units to be eligible for inclusion on the DCHD SHI list. The Town would also seek to have the project eligible for Local Preference, provided it is approved by DHCD.

The AMI for Nantucket County will be based upon the income data published annually by the U.S. Department of Housing and Urban Development (HUD), adjusted for household size.

The Town will enter into a long- term lease of the property to the successful proposer, with a restriction that will ensure that the housing remains affordable in perpetuity or the longest term allowed by law. The successful proposer will enter into a Regulatory Agreement in a form acceptable to DHCD and the Town and will record a restriction preserving the affordability in perpetuity or the longest term allowed by law.

Unit Types

It is the Town's preference that the development reflects the Nantucket community aesthetic and provides housing for a range of family sizes, including studio/one-bedroom units, while paying particular note to the areas of greatest need as articulated in the 2021 Housing Production Plan.

Building Design and Aesthetics

The development's design should reflect the historical design and character of Nantucket and be an example of superior exterior and interior design. Proposers are encouraged to use their creativity and experience in building design, massing, site layout, parking, landscaping and in their choice of materials and methods of construction that will minimize maintenance costs and are energy efficient. However, the minimum requirements are that historic colors and materials be used and that the design adheres to the design guidelines set forth in the Historic District Commission (HDC) handbook, "Building with Nantucket in Mind" (see Attachment D). The designs will be subject to review and input of the HDC. The final appearance of the proposed development should be harmonious with existing norms for dwellings in the Town of Nantucket. The overall project design will be evaluated as part of the Comparative Evaluation Criteria described in Attachment E.

Preferred amenities to be included in the development are interior storage, landscape screening, and adequate parking.

Energy Efficiency

The Town is seeking proposals that include building and site designs that are mindful of the tenants' energy and utility costs and limit the project's environmental impact. Details regarding sustainable design features should be incorporated into the project description.

Significant energy efficiency incentives have been made available to Nantucket in the past. Proposers are encouraged to reach out to Lauren Sinatra, Energy Coordinator for the Town (lsinatra@nantucket-ma.gov), to learn about current programs they may want to consider incorporating. In addition, the Town has adopted the Stretch Energy code effective September 1, 2019.

Stretch Energy Code:

- The Stretch Code is an "above code" appendix to the Massachusetts Building Code, designed to result in cost-effective construction that is more energy-efficient than what is built under the "base" code. To view Massachusetts' Building Energy Codes, including the latest updates to the Stretch [Code, click here.](#)

Site

- The site's locus is shown on the Map included in Attachment A. It can be described as a generally level location. This site has Town water and sewer in close proximity. The site is near to designated public transportation stops and is walking distance to markets, restaurants and other small businesses. The subject parcel is located in the Town's Commercial Neighborhood ("CN") District, which requires ten-foot (10') wide Front Setback, and five-foot (5') wide Side and ten-foot (10') wide Rear Setback.
- As it is a corner lot, the front setback is only required to be taken off of one street. There already exists a ten-foot (10') wide Utility and Slope Easement along Amelia Drive and a twelve-foot (12') wide Driveway Easement on the northerly property line. It is recommended that a proposer take the "Front Setback" on Amelia Drive. The area highlighted in yellow on the Map included in Attachment A reflects these setbacks.
- The boundaries of the lot highlighted in green on the Map included in Attachment A show a total lot area of 7,755 ± square feet.
- The Zoning District allows forty percent (40%) ground coverage, therefore there is 3,102 ± square feet available for the building footprint(s).
- A copy of Nantucket Zoning Bylaws is attached (see Attachment F).

Utilities:

- Water *Public*

Commented [HC1]: Does this need to be an "attachment" link page?

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- Wastewater *Public*
- Electric *National Grid*
- Cable *Comcast*

The project is required to meet all lighting objectives, parking requirements, and other conditions as determined by the Planning Board and other relevant boards and agencies.

Project Permitting

It is the Town's preference that the project is permitted under the Town's Zoning Bylaws. The Planning Board must grant the appropriate permit and the Historic District Commission must grant a certificate of appropriateness for the project. Any variances for dimensional requirements would be subject to Zoning Board of Appeals review and approval.

Acquisition Price

The Town is offering to lease the property for a long-term lease of up to ninety-nine (99) years to the successful proposer, for an initial payment detailed below and at a nominal annual rent of \$1.00/year for the term of the lease; with terms of the lease to ensure the development conforms to the proposal and to ensure the income-restricted housing remains affordable for the term of the lease.

Initial Lease Payment

The Town will require an initial lease payment in the amount of \$10,000.00 to cover all Town costs incidental to the disposition of this site. Thereafter, the current lease payments shall be for nominal consideration, as described above.

IV. Property Description

The subject Property is shown on the locus Map contained in Attachment A as a portion of Lot 23.

The site is relatively flat, moderately covered by brush. It is bordered by residential, small commercial and municipal neighbors. Primary access to the site is via the newly created road bordering the site which connects Amelia Drive and Waitt Drive, depicted on the Maps contained in Attachment A.

V. Proposal Submission Requirements

1. The Developer and Development Team

The proposal must include a description of the proposed developer, including the project manager, and his/her experience. Proposals must include:

- The name, mailing address, e-mail address, and telephone number of the proposer, the name of the representative authorized to act on his/her behalf, the name and contact information of the contact to which all correspondence should be addressed, and the names and primary responsibilities of each individual on the development team.
- If the proposer is not an individual doing business under his/her own name, a description of the firm and status of the organization (e.g. whether a for profit, not-for-profit or charitable institution) and a description of the proposed ownership entity (e.g., a general or limited partnership, a corporation, LLC, LLP, business association, or joint venture) and the jurisdictions in which it is registered to do business. If the proposer is a non-profit, please include a list of the organization's Board of Directors and areas of expertise they represent.
- The nature of the entity to enter into the long-term lease of the Property and the borrower and guarantors of debt, if any.
- Identification of all principals, partners, co-ventures or sub-developers participating in the transaction, and the nature and share of participants' ownership in the project.
- Discussion of whether the developer will also be the property manager and if the developer will not be the property manager, the name of the proposed property management organization.
- Identification of the development team, such as architects, engineers, lawyers, landscape designers, contractor, development consultants, lenders and investors. Background information, including firm resumes and resumes for principals and employees expected to be assigned to the project, shall be provided.
- A summary of first, the developer's and secondly, the development team's experience individually and collectively, with similar projects. Particular attention should be given to demonstrate experience with projects of a similar scale and complexity of site conditions, design and financing, as well as locations similar to Nantucket. Proposer should demonstrate the ability to perform as proposed and to complete the project in a competent and timely manner, including the ability to pursue and carry out design, permitting, conventional and subsidy financing, construction, marketing/unit absorption and ongoing property management.

The following order should be used when submitting the information for each project identified:

- Project name and location
- Project type and description
- Project scope
- Project(ed) start date
- Project(ed) completion date
- Total development costs

- Sources of financing
 - Total number of units and bedroom sizes
- Narrative on why your experience is relevant to the 7 Amelia Drive Nantucket Housing project.
 - Description of the organizational structure of the development team and a plan for the maintenance of effective communications between the Town and the development team during all phases of the project.
 - Information regarding any legal or administrative actions past (during the last 10 years), pending or threatened that could relate to the conduct of the proposer, its principals or any affiliates.
 - Confirmation that no local, state or federal taxes are due and outstanding for the development team, the property management team or any critical member of the project.
 - Provision of municipal references for at least three (3) completed projects, with contact names, title and current telephone numbers of those who can provide information to the Town concerning the Proposer's experience with similar projects.
 - Proposed project financing, including a Sources and Uses pro forma providing information similar to that required in the Massachusetts One Stop application (see Attachment G), which shall include (a) a proposed pre-development budget, including all projected sources to be used to secure the necessary permits and approvals for the construction and operation of the development; (b) a construction and development budget which includes detailed sources of funds and uses; and (c) in the case of a rental project, a 20 year operating pro forma and rent schedule. Describe in detail previous success in securing such funding and what, if any local, state or federal subsidy money will be sought to create affordability and the timeline for securing those sources.
 - At least one (1) letter of interest from a recognized financial institution for a loan amount sufficient for the developer to construct and operate the project.
 - Completion of disclosures and certificates in Attachments J – "Certificate of Non-Collusion", K – "Tax Compliance Certificate", and L – "Disclosure Statement For Transaction With A Public Agency Concerning Real Property"

2. Development Concept

The proposal must include a detailed description of the development concept for the property and its improvements, including but not limited to:

- Number and size of units (square footage and number of bedrooms) and affordability levels. Include narrative as to why/how the mix of bedroom sizes and affordability was determined to ensure project financial feasibility and appropriateness for the marketplace.
- Preliminary site design as detailed in the Conceptual Design Drawings below.
- Discussion of the physical plan and architectural character of the project and the various programmatic and physical elements of the development, including energy savings/ "green" elements of the building and site designs.
- Construction staging plan and discussion of construction impacts, including but not limited to how the project will be managed to limit impact on neighbors, in particular noise and traffic during the construction period.
- Detailed development schedule for all elements of the plan including key milestones, financing and timeframes for occupancy, including DHCD approval process.
- Outline of required land use, environmental, operational and other governmental or regulatory approvals for the necessary permits and noting any permits or waivers that will be required.

3. Conceptual Design Drawings

The proposal must include 11 x 17 plans including:

- Site plan that includes building footprints, parking layout, storm drainage, access to sidewalks and numbers of parking spaces and building footprints.
- Landscape plan with sufficient detail on how the plan addresses limiting the project impact on surrounding areas and providing privacy for the residents.
- Floor plans
- Elevations (exterior building materials should be identified on elevations)
- Typical unit plans
- Interior storage for all units

4. Management Plan

The proposal must include:

- Description of the proposed rents, and the strategy for marketing and lottery processes that will be consistent with DHCD's Affirmative Fair Housing Marketing and Resident Selection Plan Guidelines.
- The proposal must include a plan for the ongoing management of the project. In addition, if the proposer is including a property manager as part of its team, all relevant information as outlined under 'Developer' above should be included as well as details of any projects where the proposer and manager have previously worked together.

- **Lottery for Affordable Units:** To ensure a fair and equitable selection process for the affordable units, a lottery shall be conducted for all of the affordable units. To the extent permitted by law and as approved by DHCD, the initial lottery shall give local preference as described in Section III, “Affordability” above. Proposals may include a lottery agent as part of the development team. An approved affirmative fair housing marketing/lottery plan shall be required that is consistent with DHCD’s Affirmative Fair Housing Marketing and Resident Selection Plan Guidelines. For the proposal, the proposer shall indicate any other lotteries they have been involved in, their role and the outcomes.

At a minimum the selected proposer and/or their agent shall demonstrate:

- A clear understanding of fair housing requirements/laws.
- A clear understanding of local preference opportunities and requirements, and how the lottery will address these.
- A clear understanding of the applicable state standards used to determine program and unit eligibility – i.e. qualified tenants
- The ability to establish criteria for tenant or owner selection and a fair and unbiased selection process.
- The ability to maintain all necessary reports and certifications required under state and federal law.

VI. Evaluation Criteria

Minimum Threshold Criteria

Proposals that do not clearly and fully comply with these Minimum Threshold Criteria and are not submitted in complete form by **1:00pm on _____, 2023** will not be considered:

1. Conformance with all submission requirements
2. A minimum of 5 years’ affordable housing development experience for principal members of the development team
3. A minimum of 5 years’ experience of property management by the property manager
4. A demonstrated successful track record of developing and managing projects of similar scope
5. Developer availability to commence the permitting and application processes for the project within 90 days of selection; sufficient staff resources and availability to perform required services.

6. Submission of required forms at Attachments J, K, L and M:

- Attachment J – Certificate of Non-collusion;
- Attachment K – Tax Compliance;
- Attachment L – Disclosure Statement for Transaction with a Public Agency Concerning Real Property, M.G.L. c. 7C, § 38
- Attachment M – Acknowledgement of Receipt of Documents

7. The proposed development must provide a proposed affordability mix that will allow all units to be eligible for inclusion in the Town's Subsidized Housing Inventory based upon DHCD's requirements; and one hundred percent (100%)of the units as affordable at or below one hundred percent (100%) of the AMI.

Comparative Evaluation Criteria

Projects meeting the Minimum Threshold Criteria will then be judged on the Comparative Evaluation Criteria (see Attachment E). The Town will use the comparative criteria for each subject which will be rated on a scale of Not Advantageous, Advantageous or Highly Advantageous for each listed subject as set forth on the Comparative Evaluation Criteria.

VII. Selection Process and Rules for Award

All proposals submitted by the deadline will be opened pursuant to M.G.L. c. 30B, §6(d) and recorded. All information contained in the proposals is public. The Town or its designee(s) (i.e., an evaluation committee) will review and evaluate all proposals that have been received by the submission deadline based on the criteria outlined in the "Comparative Evaluation Criteria." Evaluation of the proposals will be based on the information provided in the proposer's submission in accordance with the submission requirements of this RFP and any references, and additional information requested and/or gathered by the Town. The most highly advantageous proposal from the proposer deemed most responsive and responsible, taking into consideration all evaluation criteria set forth in the RFP, will be selected by the Town or its designees. **The Town reserves the right to select the proposal that best meets the needs of the community and that may not be the proposal that achieves the highest score. The Town reserves the right to not make any award if it determines in its sole discretion that it is in the best interest of the Town.**

The Town will notify all Registered Proposers in writing of its decision.

VIII. Post Selection

Development Agreement

It is the intent of the Town to enter into a development agreement with the selected proposer within ninety (90) days of selection and a long-term lease of the land with terms to ensure the development

conforms to the proposal, and restrictions to require the housing remain affordable for the term of the lease, after certain benchmarks have been met. A Draft Development agreement can be found at Attachment I.

Chapter 30B Real Property Dispositions to Promote Public Purpose Requirements

The name of the selected proposer and the amount of the transaction will be submitted for publication in the state's Central Register.

The Town has determined that the public purpose of the project is best met by disposing of the property for less than fair market value; the Town will post a notice in the state's Central Register explaining the reasons for this decision and disclosing the difference between the property value and the price to be received. This notice will be published before the Town enters into any agreement with the developer.

IX. Attachments

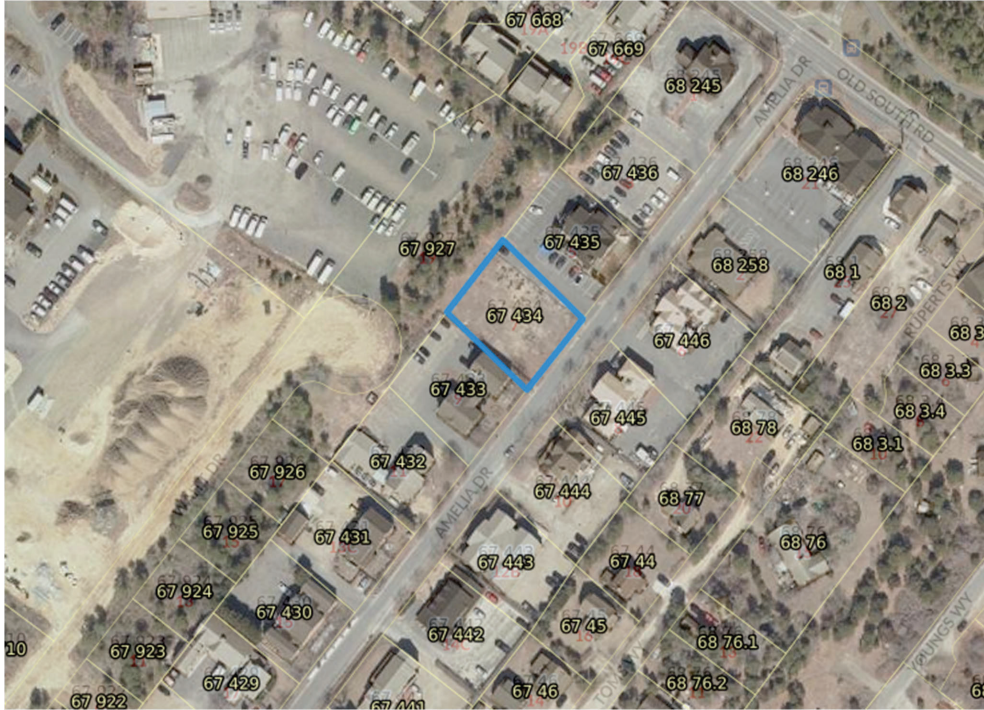
- A. Maps of the Property and surrounds
- B. Town Meeting Vote & Quitclaim Deed
- C. 2021 Nantucket Housing Production Plan
- D. Building With Nantucket in Mind
- E. Comparative Evaluation Criteria
- F. Nantucket Zoning Bylaws
- G. Sections 3 and 4 of Massachusetts One Stop Application
- H. Draft Form of Ground Lease
- I. Draft Form of Land Development Agreement

Required Documents:

- J. Certificate of Non-Collusion
- K. Tax Compliance Certificate
- L. Disclosure Statement for Transaction with a Public Agency Concerning Real Property
- M. Acknowledgement of Receipt of Documents

Commented [VM3]: Need plan





**ATTACHMENT B
QUITCLAIM DEED**

Bk: 01704 Pg: 245



QUITCLAIM DEED

Bk: 1704 Pg: 245 Page: 1 of 4
Doc: DD 08/09/2019 01:20 PM

AUGUST POINTE, LLC, a duly organized Massachusetts limited liability company, with a mailing address of 125 East 72nd Street, New York, NY 10021, in consideration paid of Nine Hundred Thousand and 00/100 (\$900,000.00) dollars, grants to THE TOWN OF NANTUCKET, a Massachusetts municipal corporation, acting by and through its Board of Selectmen having a mailing address of Town & County Building, 16 Broad Street, Nantucket, MA 02554, with QUITCLAIM COVENANTS,

That certain parcel of vacant land, more commonly known and numbered as 7 Amelia Drive, in Nantucket, Massachusetts and being more particularly described as follows:

NORTHWESTERLY	by	land now or formerly of the Nantucket Electric Company, one hundred and two and 00/100 (102.00) feet;
NORTHEASTERLY	by	Lot 24 on a plan hereinafter referred to, one hundred twenty-seven and 26/100 (127.26) feet;
SOUTHEASTERLY	by	Amelia Drive, one hundred and two and 00/100 (102.00) feet; and
SOUTHWESTERLY	by	Lot 22 on said plan, one hundred twenty-seven and 27/100 (127.27) feet.

Said land is shown as Lot 23, containing 12,981 square feet, more or less, on a plan entitled "Definitive Plan of Land in Nantucket, Massachusetts, Prepared for G.G.B. Realty Trust," drawn by Nantucket Surveyors, Inc., dated April 30, 1986 and recorded at the Nantucket Registry of Deeds in Plan File 30-D.

Said premises are conveyed subject to the following:

- a) Together with the right to use Amelia Drive and Ticcoma Way, in common with others lawfully entitled thereto for all purposes for which ways are normally and customarily used in the Town and County of Nantucket.
- b) Subject to a utility, slope, and drainage easement running along its southeasterly boundary as shown on said plan.
- c) Subject to an Easement to New England Telephone and Telegraph Company, recorded at Book 479, Page 279, at said Registry.

- d) Subject to an Easement to Nantucket Cablevision Corporation, recorded at Book 479, Page 285, at said Registry.
- e) Subject to an Easement to Wannacomet Water Company, recorded at Book 479, Page 291, at said Registry.
- f) Subject to an Easement to Nantucket Electric Company, recorded at Book 479, Page 297, at said Registry.
- g) Subject to Amelia Drive Declaration dated August 15, 1995 recorded at Book 480, Page 208, at said Registry.
- h) Subject to a Common Driveway Easement, recorded at Book 487, Page 339, at said Registry, as affected by Easement Modification dated August 1, 1997 recorded at Book 5543, Page 276
- i) Subject to an Order of Taking by the County of Nantucket, dated September 26, 2018, recorded at Book 1665, Page 87, at said Registry.
- j) Subject to the real estate taxes for the current fiscal year.

For Grantor's title, see Deed recorded at the Nantucket Registry of Deeds at Book 1452, Page 303.

I, Gary Beller, Manager of August Pointe, LLC, do hereby certify that no member or spouse, civil union partner, ex-spouse, or ex-civil union partner of a member of August Pointe, LLC, occupies or intends to occupy the land as a principal residence or is entitled to claim the benefit of an existing state of homestead in the property by court order or otherwise.

The Grantor is not treated as a corporation for federal income tax purposes. The Grantor certifies that this conveyance is not of all or substantially all of the Grantor's property in the Commonwealth of Massachusetts.

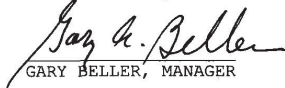
No deed stamp taxes are due on this conveyance pursuant to G.L. c. 64D, §1.

{Signature Page to Follow}

Executed and sealed on August 12, 2019.

By:

AUGUST POINTE, LLC

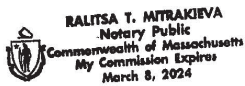

GARY BELLER, MANAGER

COMMONWEALTH OF MASSACHUSETTS

Nantucket, ss.

August 12, 2019

Then personally appeared the above-named GARY BELLER, as Manager of August Pointe, LLC, personally known to me, or proved to me through satisfactory evidence of identification, which was Driver's license, to be the person whose name is signed on the preceding or attached document, and acknowledged to me that he signed it voluntarily for its stated purpose.




Notary Public

Printed name: Ralitsa T. Mitrakieva
My commission expires: March 8, 2024

ACCEPTANCE OF DEED

The undersigned Board of Selectmen of the Town of Nantucket hereby accept the foregoing deed of 7 Amelia Drive, in said Nantucket, from August Pointe, LLC, pursuant to the authority of Section 3.3 of Chapter 289 of the Acts of 1996, this 7 day of August, 2019.

TOWN OF NANTUCKET
BOARD OF SELECTMEN

[Signature]
Dawn E. Hill Holdgate
[Signature]
Rita Higgins
[Signature]
Jason Bridges
[Signature]
Matthew G. Fee
[Signature]
Kristie L. Ferrantella

NANTUCKET LAND BANK CERTIFICATE	
☐ Paid \$	
☒ Exempt <u>A</u>	
☐ Non-applicable	
No. <u>40920</u>	Date <u>8/9/19</u>
Authorization <u>[Signature]</u>	

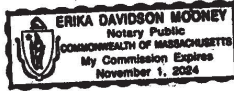
COMMONWEALTH OF MASSACHUSETTS

Nantucket, ss.

On this 7 day of August, 2019, before me, the undersigned Notary Public, personally appeared Dawn E. Hill Holdgate, Rita Higgins, Jason Bridges, Matthew G. Fee and Kristie L. Ferrantella as Members of the Board of Selectmen of the Town of Nantucket who proved to me by 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 free act and deed of the Board of Selectman of the Town of Nantucket.

Erika Davidson Mooney
Notary Public
My Commission

674351NANT 19713/0060



NANTUCKET COUNTY Received & Entered
Attest: Jennifer H. Ferrantella Notary of Deeds

**ATTACHMENT C
NANTUCKET HOUSING PRODUCTION PLAN**

THE NANTUCKET CHAPTER 40B HOUSING PRODUCTION PLAN (2021) CAN BE FOUND ON THE TOWN OF NANTUCKET'S WEBSITE AT THE FOLLOWING ADDRESS:

[HTTPS://NANTUCKET-MA.GOV/DOCUMENTCENTER/VIEW/40859/NANTUCKET-HOUSING-PRODUCTION-PLAN-2021-PDF](https://nantucket-ma.gov/documentcenter/view/40859/nantucket-housing-production-plan-2021-pdf)

ATTACHMENT D
“BUILDING WITH NANTUCKET IN MIND”

“BUILDING WITH NANTUCKET IN MIND” CAN BE LOCATED ON THE TOWN OF
NANTUCKET’S HISTORIC DISTRICT COMMISSION’S PAGE AT:

[HTTPS://NANTUCKET-MA.GOV/537/BUILDING-WITH-NANTUCKET-IN-MIND](https://nantucket-ma.gov/537/building-with-nantucket-in-mind)

**ATTACHMENT E
COMPARATIVE EVALUATION CRITERIA**

7 AMELIA DRIVE NANTUCKET HOUSING PROJECT

	NOT ADVANTAGEOUS	ADVANTAGEOUS	HIGHLY ADVANTAGEOUS
DEVELOPER EXPERIENCE & CAPACITY (TEAM)			
• Demonstrated experience in and capability for designing, permitting, developing and managing similar residential projects • Outcome of comparable projects • Demonstrated experience securing financing for similar projects • Experience developing energy efficient homes • Property management experience with similar projects • The quality of the team's reputation and references, particularly in terms of its regulatory track record and ability to complete projects as proposed • Success in marketing approach, including affirmative fair housing marketing plans and lottery, meeting State requirements • Successful long-term management approach • Nonprofit Developer	Development team members have had only minimal experience in the development of projects with similar scope (i.e., less than 5 years), including legal, design, development, financing, and management experience with rental housing; developer is a for-profit developer	1) Development team members have had significant experience in the development of projects of similar scope (i.e., 5-7 years), including significant legal, design, financing, affordable housing management, and development experience 2) Energy efficient buildings part of standard development approach 3) Developer may be a nonprofit developer	1) Development team members have significant and substantial successful development of affordable housing project of similar scope (i.e., 8 or more years), including significant legal, design, financing, affordable housing management and development experience 2) Energy efficient design is their standard approach to design and development 3) Is a nonprofit developer

	NOT ADVANTAGEOUS	ADVANTAGEOUS	HIGHLY ADVANTAGEOUS
AFFORDABILITY			
- Proposal meets the greatest level of affordability fiscally possible - Proposal meets requirements to have all units qualify on the SHI list - Addresses the Town's desire to have the project eligible for Local Preference, provided it is approved by DHCD.	The proposal does not meet the requirements of the Town's Zoning Bylaws and contains less than 100% of the units affordable to households at 100% AMI or less	The proposal meets the requirements of the Town's Zoning Bylaws and contains 100% of the units affordable to households at 100% AMI or less and the proposal complies with DHCD Guidelines, but does not address the desire for Local Preference	The proposal meets the requirements of the Town's Zoning Bylaws and contains 100% of the units affordable to households at 100% AMI or less and the proposal complies with DHCD Guidelines and addresses the desire for Local Preference
NUMBER OF UNITS AND PERMITTING			
- No more than 3 housing units will be constructed on the property - Housing will be constructed pursuant to Nantucket Zoning Bylaws	Proposal is for 1 unit and does not clearly address the permitting for the project	Proposal is for 2 units permitted by Nantucket Zoning Bylaws	Proposal is for 3 units permitted by Nantucket Zoning Bylaws

	NOT ADVANTAGEOUS	ADVANTAGEOUS	HIGHLY ADVANTAGEOUS
SITE DESIGN			
• Thoughtful and efficient site design, minimizing impervious surfaces • Uses standards of low impact development • Underground utilities • Exterior lighting – minimal impact to neighbors • Storm water management • Landscape plan including parking area • Plan includes interior storage • Area designated for snow • Adequate screened visitor parking • Central trash and recycling area, appropriately screened	Proposal fails to include or address all site design criteria	The proposal meets or exceeds all design requirements of the RFP with thoughtful traffic flow, buildings siting, minimal impact of exterior lighting, and development design	Proposal meets all “advantageous” requirements and respects adjacent properties, provides heightened attention to landscaping plan, parking, storage, screening, and lighting
BUILDING DESIGN			
• Exterior design and materials is of high quality, while remaining compatible with local historical design, including the use of historic colors • Creative design that is cost effective and high quality • Interior layouts meet a variety of family-type needs • Finishes support durability and low-maintenance for tenant or owner • Adequate tenant dry, temperature-controlled storage • Inclusion of an ADA compliant unit	Design appears incongruous with local historical design patterns, interior lay-outs not effective use of space and does not include an ADA compliant unit	Proposal creates a development that reflects local historical design and efficient interior layouts, creating a desirable neighborhood and may include an ADA compliant unit	Proposal articulates a compelling development vision that is cost-effective, and has an attractive design and efficient use of interior space, reflects local historical design and includes an ADA compliant unit
SUSTAINABILITY			
• Proposal incorporates energy-efficient design.	Proposal does not include energy-efficient design.	Proposal incorporates energy-efficient design.	Proposal meets or exceeds sustainability

			and energy efficiency goals, including a net zero energy efficiency.
--	--	--	--

	NOT ADVANTAGEOUS	ADVANTAGEOUS	HIGHLY ADVANTAGEOUS
FINANCIAL FEASIBILITY			
• Adequacy of proposed budgets (development and operating) • Appropriateness of rents in relation to market • Track record of securing proposed conventional and subsidy financing	Proposal does not demonstrate an understanding of development costs and operating budgets for affordable housing	Proposal contains realistic development and operating budgets and evidence of success in securing necessary financing	Proposal contains realistic development and operating budgets and evidence of a high degree of success in securing necessary financing and other sources of funding

	NOT ADVANTAGEOUS	ADVANTAGEOUS	HIGHLY ADVANTAGEOUS
REFERENCES & SITE VISITS			
- References – a minimum of three municipal references, include references from all projects undertaken in the last 10 years - Site visits – the selection committee may choose to visit proposers' completed projects	1) Minimum of 3 references not met, or references were poor and/or inadequate 2) Properties visited were in poor condition. Evidence of widespread resident dissatisfaction	1) Strong references reflecting projects came in on time and within budget, good property management structure 2) Properties visited were in good condition, site layout was efficient, buildings were well designed, and residents were overall satisfied and there is no evidence of systemic issues	1) Strong references reflecting timely completion, excellent budget control, property management structure excellence and high degree of professionalism of developer 2) Properties visited were in excellent condition, site layout and landscaping excellent, excellent building design and use of energy efficient and durable materials. Written evidence of broad residents' support of the project including testimonials

**ATTACHMENT F
NANTUCKET ZONING BYLAWS**

**THE TOWN OF NANTUCKET ZONING BYLAWS CAN BE FOUND ON THE TOWN OF
NANTUCKET'S WEBSITE AT THE FOLLOWING ADDRESS:**

[HTTPS://NANTUCKET-MA.GOV/445/TOWN-OF-NANTUCKET-BYLAWS](https://nantucket-ma.gov/445/town-of-nantucket-bylaws)

ATTACHMENT G
SECTIONS 3 AND 4 OF MASSACHUSETTS “ONE STOP” APPLICATION

FOR THE MASSACHUSETTS “ONE STOP” AFFORDABLE HOUSING FINANCE APPLICATION (SECTIONS 3 AND 4), PLEASE GO TO THE TOWN OF NANTUCKET WEBSITE AT:

[HTTP://WWW.NANTUCKET-MA.GOV/DOCUMENTCENTER/VIEW/14796](http://www.nantucket-ma.gov/documentcenter/view/14796)

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ATTACHMENT H
DRAFT FORM OF GROUND LEASE

ATTACHMENT I
DRAFT FORM OF DEVELOPMENT AGREEMENT

ATTACHMENT J (REQUIRED)
CERTIFICATE OF NON-COLLUSION

TAX COMPLIANCE CERTIFICATION

Pursuant to M.G.L. 62C, §49A, I certify under the penalties of perjury that, to the best of my knowledge and belief, I am in compliance with all laws of the Commonwealth relating to taxes, reporting of employees and Concessionaires, and withholding and remitting child support.

Federal Employer ID Number

Name of Corporation

President's Signature

Date

Please Print Name

ATTACHMENT K (REQUIRED)
TAX COMPLIANCE CERTIFICATE

TAX COMPLIANCE CERTIFICATION

Pursuant to M.G.L. 62C, §49A, I certify under the penalties of perjury that, to the best of my knowledge and belief, I am in compliance with all laws of the Commonwealth relating to taxes, reporting of employees and Concessionaires, and withholding and remitting child support.

Federal Employer ID Number

Name of Corporation

President's Signature

Date

Please Print Name

ATTACHMENT L (REQUIRED)
**DISCLOSURE STATEMENT FOR TRANSACTION WITH
A PUBLIC AGENCY CONCERNING REAL PROPERTY**

**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:

A portion of a certain parcel of land in Nantucket, Massachusetts located at 7 Amelia Drive, Nantucket, containing 7,755± square feet, being a portion of Lot 23 shown on a plan of land, recorded with the Nantucket County Registry of Deeds as Plan File 30-D.

(2) Type of Transaction, Agreement, or Document:

Lease of property by Town of Nantucket

(3) Public Agency Participating in Transaction:

Town of Nantucket, acting by and through its Select Board

(4) Disclosing Party's Name and Type of Entity (if not an individual):

(5) Role of Disclosing Party (Check appropriate role):

___ Lessor/Landlord ☒ Lessee/Tenant

___ Seller/Grantor ___ 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

(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 (insert “none” if none):

(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 arm's 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.

Print Name of Disclosing Party (from Section 4, above)

Authorized Signature of Disclosing Party

Date :

Print Name & Title of Authorized Signer

ATTACHMENT M **(REQUIRED)**
ACKNOWLEDGEMENT OF RECEIPT OF DOCUMENTS

TOWN OF NANTUCKET

DOCUMENT ACKNOWLEDGMENT FORM

AFFORDABLE RENTAL HOUSING DEVELOPMENT RFP

**I ACKNOWLEDGE RECEIPT OF THIS REQUEST FOR PROPOSALS
AND ALL ADDENDA AND UNDERSTAND I MUST ENCLOSE THIS
SIGNED AS PART OF MY PROPOSAL.**

Company Name

Signed

Date



TOWN OF NANTUCKET
AFFORDABLE HOUSING TRUST FUND
REQUEST FOR PROPOSALS (RFP)
FOR
WORKFORCE AFFORDABLE RENTAL HOUSING DEVELOPMENT
AT 135 & 137 ORANGE STREET

IMPORTANT DATES

- RFP Issuance: _____, **2023**
- Pre-Proposal Meeting/Site Tour Registration Deadline: _____, **2023 at 1:00 p.m.**
- Pre-Proposal Meeting/Site Tour: _____, **2023 from 10:30 a.m. to 1:30 p.m.**
- Inquiries Deadline: _____, **2023 at 1:00 p.m.**
- Proposal Submission Deadline: _____, **2023 at 1:00 p.m.**
- Proposal Presentations: _____, **2023 and _____, 2023**

Note: all respondents to the RFP who meet Minimum Threshold Criteria will be asked to present their project proposal to the Review Committee

- Developer Selection: **intended to be made by** _____, **2023**

Commented [VM1]: Inserts dates- providing for award in 4 months after issuance.

All times in this document are local time in Nantucket, MA.

I. Request for Proposals

The Town of Nantucket Affordable Housing Trust Fund (the "Trust") is seeking proposals from qualified developers for the development and ongoing management of no more than thirty-two (32) units of workforce rental housing consistent with Section 139-8D of the Nantucket Zoning Bylaws on the property owned by the Trust located at 135 and 137 Orange Street, Nantucket, as shown on the Plans and Maps included in Attachment A and more particularly described in the Deeds attached hereto as Attachment B (the "Property"). The Property also has the benefit of a twenty-five foot (25') wide access easement over a portion of 141 Orange Street as described in the Grant of Easement attached hereto as Attachment C. The Property contains a total of thirty-four thousand seven-hundred and forty-six 34,746 ± square feet. The parcel of land located at 135 Orange Street contains 14,374 ± square feet and the parcel of land at 137 Orange Street contains 20,372 ± square feet. The Trust intends to enter into a long-term ground lease and a development agreement with the selected proposer requiring the developer to construct affordable workforce housing thereon and restricting the use of the Property for such purposes.

The purpose of this RFP is to select a developer with demonstrated experience and capacity to develop and manage a residential development project that best addresses the needs and goal of the community as described in this RFP. The Trust anticipates that proposers and/or members of their respective development teams will have demonstrated successful experience with developing and maintaining affordable rental housing, as well as the programs providing subsidy and services for such development.

II. Proposal Submission

The Trust has determined that the award of this contract is subject to M.G.L. c. 30B, known as the Uniform Procurement Act. Therefore, the provisions of M.G.L. c. 30B are incorporated herein by reference.

All proposals must be received by _____, **2023 at 1:00 p.m.** and submitted to:

**Town of Nantucket
Attn: Procurement Officer/ 135 & 137 Orange Street Nantucket Housing Proposal
Town & County Building
16 Broad Street
Nantucket, MA 02554**

To be considered a complete proposal, all proposals must include the following:

1. Cover page labeled "135 & 137 Orange Street Nantucket Housing Proposal." The cover page should also identify the development entity, the primary contact person and all contact information;
2. All required documents, completed and signed by a duly authorized signatory;
3. One clearly marked original and twelve (12) unbound and organized copies in a format that is easily copied; and
4. An electronic version of the complete proposal on a CD or flash drive.

Proposals that are incomplete or conditional will be rejected. Proposals received after this time will be considered non-responsive and either not accepted or returned to the proposer unopened. A proposer may correct, modify or withdraw a proposal by written notice received prior to the time set for receipt of proposals (**1 p.m. on _____ 2023**). Modifications must be submitted in a sealed envelope labeling the Modification and must reference the original RFP proposal.

Proposals will be opened pursuant to the provisions of M.G.L. c. 30B, §6 (d) at **10:00 a.m. on _____, 2023**. A proposer may not change any provision of the proposal after the receipt deadline (**1 p.m. on _____ 2023**).

The Trust reserves the right to reject any or all proposals or to cancel this RFP if in the Trust's sole discretion it is determined to be in the best interest of the Town.

All inquiries should be made via e-mail and directed to: procurement@nantucket-ma.gov no later than **1:00 p.m., _____, 2023**. Inquiries should have a subject line entitled: *135 & 137 Orange Street Nantucket Housing RFP Inquiry*. Any inquiries after such date will not be accepted. All inquiries and responses will be shared with all Registered Proposers via e-mail.

In order to receive answers to all inquiries and any RFP amendments, interested parties must be registered as a Registered Proposer with the Town. To register as a potential respondent, please send an e-mail to procurement@nantucket-ma.gov no later than _____ **at 1:00 p.m.** with your name, organization, contact e-mail and indicate in the subject line: *Registered Proposer – 135 & 137 Orange Street Nantucket Housing RFP*. As inquiries are made, answers will be provided as expeditiously as possible to all Registered Proposers at the time.

The Trust makes no representations or warranties, express or implied as to the accuracy and/or completeness of the information provided in this RFP. This RFP, including all attachments and supplements, is made subject to errors, omissions, prior sale, lease or financing and withdrawal without prior notice, and changes to, additional, and different interpretations of laws and regulations.

Proposers' Responsibility for Due Diligence: Proposers should undertake their own review and analyses concerning physical conditions, environmental conditions, applicable zoning, required permits and approvals, and other development and legal considerations.

III. Site Tour and Briefing

Interested proposers are strongly encouraged to attend an on-site briefing session on _____, **2023 from 10:30 a.m. to 1:30 p.m.** at the Nantucket Public Safety Facility, 4 Fairgrounds Road, Nantucket, MA 02554. Registration to attend the briefing is required no later than **1:00 p.m. on _____, 2023**. To register, or for additional information related to the site visit, please send an e-mail to procurement@nantucket-ma.gov.

The site tour and briefing will be an opportunity in a group setting for questions about this project to be asked and answered. The Trust will send summary minutes of the Meeting to all those registered; however, the Trust is not responsible for making sure all aspects of the meeting and group discussion are relayed to anyone not in attendance at this Site Tour.

Following the Site Tour, the Trust reserves the right to amend the RFP criteria.

IV. Development Objectives

The Trust is seeking proposals to build and maintain a maximum of thirty-two (32) year-round rental

units on the site as a workforce community pursuant to Section 139-8D of Nantucket Zoning Bylaws with the purpose of creating affordable rental housing. In order to assess housing needs on Nantucket, the Town has completed a study and its findings are found in the 2021 Housing Production Plan (Attachment D).

It is the Trust's desire to achieve, an overall bedroom mix, including the maximum number of studio and one-bedroom units which will be permitted based on the site's capacity, good site planning, storage, landscaping considerations, and the market and financial feasibility of a mixed-income affordable rental project. The proposed unit mix must also be able to receive Department of Housing and Community Development (DHCD) approval for the inclusion of 100% of the units in the Town's Subsidized Housing Inventory (SHI) and any DHCD approvals necessary to receive any requested state and/or federal subsidy funds, as applicable.

The development will be subject to a Ground Lease (see example in Attachment E) and Development Agreement (see example in Attachment F) in forms that are acceptable to the Trust.

The Trust recommends that any predevelopment planning and activity should be done in consultation and coordination with the Nantucket Islands Land Bank, as the owner of 141 Orange Street.

Affordability

Pursuant to the Nantucket Zoning Bylaws, Section 139-8D(3), at least twenty-five (25%) percent of the units must be rented to income eligible households earning eighty (80%) percent or less of the area median income (AMI) for Nantucket County and meet the requirements for all of the rental units to be eligible for inclusion on the DHCD SHI. The Town recommends that seventy (70%) percent of all affordable units shall be rented pursuant to a local preference (which shall include current Town residents, employees of local businesses and nonprofits 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 by DHCD regulations. The Town also prefers that twenty-five percent (25%) of the affordable units and ten (10%) percent of the market rate units be rented pursuant to a municipal employee preference provided it is approved by DHCD. The Trust will assist the successful proposer and DHCD by providing documentation of the need for the local preference.

The AMI for Nantucket County will be based upon the income data published annually by the U.S. Department of Housing and Urban Development (HUD), adjusted for household size, as well as the data published annually by MassHousing for Workforce Housing subsidy eligibility.

The Trust will convey a long-term lease of the Property to the successful proposer, with a restriction that will ensure that the housing remains affordable in perpetuity or the longest term allowed by law. The successful proposer will enter into a Regulatory Agreement in a

form acceptable to DHCD and the Town and will record a restriction preserving the affordability in perpetuity or the longest term allowed by law.

Unit Types

It is the Trust's preference that the development reflects the Nantucket community aesthetic and provides housing for a range of family sizes, including studio/one-bedroom units, while paying particular note to the areas of greatest need as articulated in the 2021 Housing Production Plan. For this reason, the Trust is interested in the inclusion of units that are intentionally designed as 'universally accessible' providing single-floor living, which could appeal to a range of family sizes to meet a variety of needs. The total number of bedrooms per lot cannot exceed 57 bedrooms pursuant to Section 139-8D (3) of the Nantucket Zoning Bylaws.

At least ten (10%) percent of the total dwelling units within the workforce housing rental community must contain at least three (3) bedrooms, unless such requirement is reduced by a future binding directive from DHCD which confirms that fewer than ten (10%) percent of the three(3)-bedroom units may be included in the workforce rental community while still confirming that all of the units in the workforce rental community shall be eligible for inclusion on the Town's SHI. In such an instance, the Planning Board shall have the discretion to approve fewer three(3)-bedroom units within the workforce rental community, in conjunction with the issuance of the special permit, as long as the requirement described above with respect to confirmation of the eligibility of all of the units in the workforce rental community relative to inclusion on the Town's SHI has been met

Building Design and Aesthetics

The development's design should reflect the historical design and character of Nantucket and be an example of superior exterior and interior design. Proposers are encouraged to use their creativity and experience in building design, massing, site layout, parking, landscaping and in their choice of materials and methods of construction that will minimize maintenance costs and are energy efficient. However, the minimum requirements are that the units be housed in three or more buildings on the Property, that historic colors and materials be used and that the design adheres to the design guidelines set forth in the Historic District Commission (HDC) handbook, "Building with Nantucket in Mind" (see Attachment G). The designs will be subject to review and input of the HDC. The final appearance of the proposed development should be harmonious with existing norms for attached dwellings in the Town of Nantucket. The overall project design will be evaluated as part of the Comparative Evaluation Criteria described in Attachment H.

Preferred amenities to be included in the development and shown on the site design are recreation spaces in relation to the availability of such space on the abutting property at 141 Orange Street owned by the Nantucket Islands Land Bank, bicycle storage, and parking. The

design should also include basement storage for the units.

Energy Efficiency

The Trust is seeking proposals that include building and site designs that are mindful of the tenants' energy and utility costs and limit the project's environmental impact. Details regarding sustainable design features should be incorporated into the project description. A proposal that includes net zero energy efficiency will be considered highly favorable.

Significant energy efficiency incentives have been made available to Nantucket in the past. Proposers are encouraged to reach out to Lauren Sinatra, Energy Coordinator for the Town (lsinatra@nantucket-ma.gov), to learn about current programs they may want to consider incorporating.

The Town of Nantucket, as a designated Green Community, adopted the Stretch Energy Code effective September 1, 2019 (Code of the Town of Nantucket, General Bylaws, Chapter [141](#)). The Stretch Code is an "above code" appendix to the Massachusetts Building Code, designed to result in cost-effective construction that is more energy-efficient than what is built under the "base" code. To view Massachusetts' Building Energy Codes, including the latest updates to the Stretch Code see Attachment J.

Coastal Resiliency

The Trust is seeking proposals that include building and site design that are mindful of Nantucket's "Coastal Resilience Plan" (Attachment K) and limit the project's environmental impact, particularly addressing issues of flood control, storm surge damages, rising sea levels, and eroding coastlines. Proposers are encouraged to contact Vincent Murphy, Sustainability Programs Manager for the Town (vmurphy@nantucket-ma.gov) to learn more.

Site

The site's locus is shown on the Maps included in Attachment A. It can be described as a generally level location with some shrubbery and trees. This site has Town water and sewer in close proximity. The site is near to designated public transportation stops and is walking distance to markets, restaurants and other small businesses. The subject parcels are located in the Town's Commercial Mid-Island ("CMI") District. A copy of Nantucket Zoning Bylaws is attached (see Attachment I).

Utilities:

- Water *Public*
- Wastewater *Public*
- Electric *National Grid*

- Cable *Comcast*

The project is required to meet lighting objectives, parking requirements, include parking with characteristic aisle width and parking place size, and ensure privacy from the surrounding properties. The project should also include design or landscaping features (such as hedges, dense plantings, fixtures and fencing) which separate the development from the abutting parking lot, with the intent to discourage the properties from parking in each other's designated parking areas.

Bus Stop

The project design should also include the creation of a bus stop on Orange Street, bordering the 137 Orange Street Lot. There may be an opportunity for the creation of a bus shelter on the 141 Orange Street Site upon consultation and approvals by the Nantucket Island Land Bank. Proposer should coordinate with the NRTA to establish best practices for the implementation of access for a bus stop. Contact NRTA Administrator at nrtan@nantucket-ma.gov.

Project Permitting

It is the Town's preference that the project is permitted as a workforce rental community development pursuant to Section 139-8D of the Town's Zoning Bylaws. The Planning Board must grant a special permit and the Historic District Commission must grant a certificate of appropriateness for the project. Any variances for dimensional requirements would be subject to Zoning Board of Appeals review and approval.

Acquisition Price

The Trust is offering to lease the Property for a long-term lease of up to ninety-nine (99) years) to the successful proposer, for an initial payment detailed below and at a nominal annual rent of \$1.00/year for the term of the lease; with terms of the lease to ensure the development conforms to the proposal and to ensure the income-restricted housing remains affordable for the term of the lease. In addition, funds may be available for pre-development costs upon application by the proposer and approval from the Community Preservation Committee ("CPC") or the Town of Nantucket Affordable Housing Trust Fund ("AHTF"). It is the successful proposer's responsibility to file all necessary applications with the appropriate agencies in a timely fashion.

Initial Lease Payment and General Partnership Interest

The Trust will require an initial lease payment in the amount of \$100,000 to cover all Trust costs incidental to the disposition of this site. Thereafter, the current lease payments shall be for nominal consideration, as described above. The Trust retains the right to assign its

ownership of the land to a community land trust or similar organization, which shall be subject to the terms of the ground lease.

IV. Property Description

The subject Property is shown on the locus maps contained in Attachment A. For the Trust's title to said Property please see the Quitclaim Deeds to the Trust attached hereto (Attachment B).

The site is relatively flat, with some brush cover. There is a large tree along the boundary of the 135 and 137 Orange Street lots. The lots are bordered by residential, commercial and municipal neighbors. This site lends itself particularly well to walkable living, being close to businesses, the post office, pharmacy's grocery stores, and the downtown center. Primary access to the site is anticipated over the driveway adjacent to the Rogers & Gray building and primary egress over the easement on the property at 141 Orange Street onto Dave Street, a copy of said easement is attached hereto (Attachment C). The Trust recommends that proposers include in their proposal a determination as to whether a curb cut off Orange Street, opposite Marin Home Center will be necessary and, if so, their recommendation for the design and use of it.

V. Proposal Submission Requirements

a. The Developer and Development Team

The proposal must include a description of the proposed developer, including the project manager, and his/her experience. Proposals must include:

- The name, mailing address, e-mail address, and telephone number of the proposer, the name of the representative authorized to act on his/her behalf, the name and contact information of the contact to which all correspondence should be addressed, and the names and primary responsibilities of each individual on the development team.
- If the proposer is not an individual doing business under his/her own name, a description of the firm and status of the organization (e.g. whether a for profit, not-for-profit or charitable institution) and a description of the proposed ownership entity (e.g., a general or limited partnership, a corporation, LLC, LLP, business association, or joint venture) and the jurisdictions in which it is registered to do business. If the proposer is a non-profit, please include a list of the organization's Board of Directors and areas of expertise they represent.
- The nature of the entity to enter into the long-term lease of the Property and the borrower and guarantors of debt, if any.
- Identification of all principals, partners, co-ventures or sub-developers participating in

the transaction, and the nature and share of participants' ownership in the project.

- Discussion of whether the developer will also be the property manager and if the developer will not be the property manager, the name of the proposed property management organization.
- Identification of the development team, such as architects, engineers, lawyers, landscape designers, contractor, development consultants, lenders and investors. Background information, including firm resumes and resumes for principals and employees expected to be assigned to the project, shall be provided.
- A summary of first, the developer's and secondly, the development team's experience individually and collectively, with similar projects. Particular attention should be given to demonstrate experience with projects of a similar scale and complexity of site conditions, design and financing, as well as locations similar to Nantucket. Proposer should demonstrate the ability to perform as proposed and to complete the project in a competent and timely manner, including the ability to pursue and carry out design, permitting, conventional and subsidy financing, construction, marketing/unit absorption and ongoing property management.

The following order should be used when submitting the information for each project identified:

- Project name and location
- Project type and description
- Project scope
- Project(ed) start date
- Project(ed) completion date
- Total development costs
- Sources of financing
- Total number of units and bedroom sizes
- Narrative on why your experience is relevant to the 135 & 137 Orange Street Nantucket Housing project.
- Description of the organizational structure of the development team and a plan for the maintenance of effective communications between the Town and the development team during all phases of the project.
- Information regarding any legal or administrative actions past (during the last 10 years), pending or threatened that could relate to the conduct of the proposer, its principals or any affiliates.
- Confirmation that no local, state or federal taxes are due and outstanding for the development team, the property management team or any critical member of the project.

- Provision of municipal references for at least three (3) completed projects, with contact names, title and current telephone numbers of those who can provide information to the Town concerning the Proposer's experience with similar projects.
- Proposed project financing, including a Sources and Uses pro forma providing information similar to that required in the Massachusetts One Stop application (see Attachment L), which shall include (a) a proposed pre-development budget, including all projected sources to be used to secure the necessary permits and approvals for the construction and operation of the development; (b) a construction and development budget which includes detailed sources of funds and uses; and (c) 20 year operating pro forma and rent schedule. Describe in detail previous success in securing such funding and what, if any local, state or federal subsidy money will be sought to create affordability and the timeline for securing those sources.
- At least one (1) letter of interest from a recognized financial institution for a loan amount sufficient for the developer to construct and operate the project.
- Completion of disclosures and certificates in Attachments M– "Certificate of Non-Collusion", N – "Tax Compliance Certificate", and O – "Disclosure of Beneficial Interest."

b. Development Concept

The proposal must include a detailed description of the development concept for the property and its improvements, including but not limited to:

- Number and size of units (square footage and number of bedrooms) and affordability levels. Include narrative as to why/how the mix of bedroom sizes and affordability was determined to ensure project financial feasibility and appropriateness for the marketplace.
- Preliminary site design as detailed in the Conceptual Design Drawings below.
- Discussion of the physical plan and architectural character of the project and the various programmatic and physical elements of the development, including energy savings/ "green" elements of the building and site designs.
- Construction staging plan and discussion of construction impacts, including but not limited to how the project will be managed to limit impact on neighbors, in particular noise and traffic during the construction period.
- Detailed development schedule for all elements of the plan including key milestones, financing and timeframes for occupancy, including DHCD approval process.
- Outline of required land use, environmental, operational and other governmental or regulatory approvals for the necessary permits and noting any permits or waivers that will be required.

c. Conceptual Design Drawings

The proposal must include 11 x 17 plans including:

- Site plan that includes building footprints, parking layout, storm drainage, recreation, and numbers of parking spaces
- Landscape plan with sufficient detail on how the plan addresses limiting the project impact on surrounding areas
- Floor plans
- Elevations (exterior building materials should be identified on elevations)
- Typical unit plans
- Dry and temperature-controlled basement storage for all units (minimum requirement of 8' X 10' per unit), relative to unit size.

d. Management Plan

The proposal must include:

- Description of the proposed rents and the strategy for marketing and lottery processes that will be consistent with DHCD's Affirmative Fair Housing Marketing and Resident Selection Plan Guidelines.
- The proposal must include a plan for the ongoing management of the project. In addition, if the proposer is including a property manager as part of its team, all relevant information as outlined under 'Developer' above should be included as well as details of any projects where the proposer and manager have previously worked together.
- Lottery for Affordable Units: To ensure a fair and equitable selection process for the affordable units, a lottery shall be conducted for all of the affordable units. To the extent permitted by law, the initial lottery shall give local preference as described in Section IV, "Affordability" above. Proposals may include a lottery agent as part of the development team. An approved affirmative fair housing marketing/lottery plan shall be required that is consistent with DHCD's Affirmative Fair Housing Marketing and Resident Selection Plan Guidelines. For the proposal, the proposer shall indicate any other lotteries they have been involved in, their role and the outcomes.

At a minimum the selected proposer and/or their agent shall demonstrate:

- A clear understanding of fair housing requirements/laws.
- A clear understanding of local preference opportunities and requirements, and how the lottery will address these.
- A clear understanding of the applicable state standards used to determine program and unit eligibility – i.e. qualified tenants.
- The ability to establish criteria for tenant selection and a fair and unbiased selection process.
- The ability to maintain all necessary reports and certifications required under state and federal law.

VI. Evaluation Criteria

Minimum Threshold Criteria

Proposals that do not clearly and fully comply with these Minimum Threshold Criteria and are not submitted in complete form by _____, **2023** will not be considered:

- a. Conformance with all submission requirements
- b. A minimum of 5 years' affordable housing development experience for principal members of the development team
- c. A minimum of 5 years' experience of property management by the property manager
- d. A demonstrated successful track record of developing and managing projects of similar scope
- e. Developer availability to commence the permitting and application processes for the project within 90 days of selection; sufficient staff resources and availability to perform required services
- f. Submission of required forms at Attachments M, N, O and P:
 - Attachment M – Certificate of Non-collusion;
 - Attachment N – Tax Compliance;
 - Attachment O – Disclosure Statement for Transaction with a Public Agency Concerning Real Property, M.G.L. c. 7C, section 38
 - Attachment P – Acknowledgement of Receipt of Documents
- g. The proposed development must provide a proposed affordability mix that will allow all units to be eligible for inclusion in the Town's Subsidized Housing Inventory based upon DHCD's requirements; and a minimum of 25% of the units as affordable at or below 80% of the AMI.

Comparative Evaluation Criteria

Projects meeting the Minimum Threshold Criteria will then be judged on the Comparative Evaluation Criteria (see Attachment H). The Trust will use the comparative criteria for each subject and which will be rated on a scale of Not Advantageous, Advantageous or Highly Advantageous for each listed subject as set forth on the Comparative Evaluation Criteria.

VII. Selection Process and Rules for Award

All proposals submitted by the deadline will be opened pursuant to M.G.L. c. 30B, §6(d) and recorded. All information contained in the proposals is public. The Trust or its designee(s) (i.e., an evaluation committee) will review and evaluate all proposals that have been received by the

submission deadline based on the criteria outlined in the “Comparative Evaluation Criteria.” Evaluation of the proposals will be based on the information provided in the proposer’s submission in accordance with the submission requirements of this RFP and any references, and additional information requested and/or gathered by the Trust. The most highly advantageous proposal from the proposer deemed most responsive and responsible, taking into consideration all evaluation criteria set forth in the RFP, will be selected by the Trust or its designees. **The Trust reserves the right to select the proposal that best meets the needs of the community and that may not be the proposal that achieves the highest score. The Trust reserves the right to not make any award if it determines in its sole discretion that it is in the best interest of the Town.**

The Trust will notify all Registered Proposers in writing of its decision.

VIII. Post Selection

Development Agreement

It is the intent of the Trust to enter into a development agreement with the selected proposer within ninety (90) days of selection and a long-term lease of the land with terms to ensure the development conforms to the proposal, and restrictions to require the housing remain affordable for the term of the lease, after certain benchmarks have been met. A draft Development Agreement can be found at Attachment F.

Chapter 30B Real Property Dispositions to Promote Public Purpose Requirements

The name of the selected proposer and the amount of the transaction will be submitted for publication in the state’s *Central Register*.

The Trust has determined that the public purpose of the project is best met by disposing of the property for less than fair market value; the Trust will post a notice in the state’s *Central Register* explaining the reasons for this decision and disclosing the difference between the property value and the price to be received. This notice will be published before the Trust enters into any agreement with the developer.

IX. Attachments

- A. Maps of the Property and surroundings
- B. Quitclaim Deeds
- C. Easement
- D. 2021 Housing Production Plan
- E. Draft Form of Ground Lease
- F. Draft Form of Land Development Agreement
- G. Building With Nantucket in Mind
- H. Comparative Evaluation Criteria

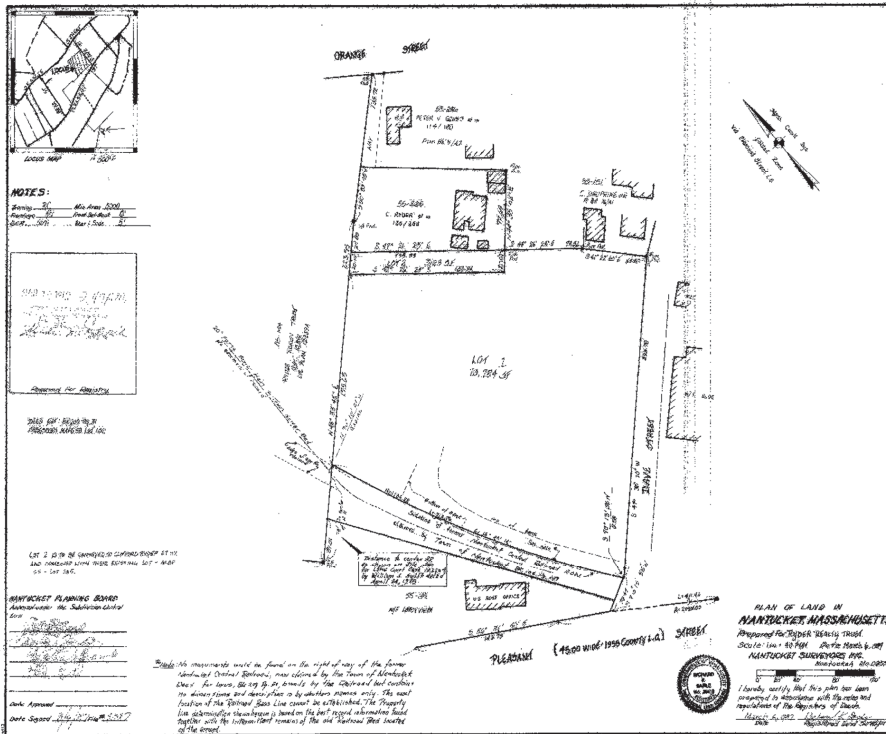
- I. Nantucket Zoning Bylaws
- J. Massachusetts' Building Energy codes
- K. Nantucket's Coastal Resilience Plan
- L. Sections 3 and 4 of Massachusetts One Stop Application

Required Documents:

- M. Certificate of Non-Collusion
- N. Tax Compliance Certificate
- O. Disclosure Statement for Transaction with a Public Agency Concerning Real Property
- P. Acknowledgement of Receipt Documents

ATTACHMENT A "THE PROPERTY"

135 Orange Street (Lot 2)



137 Orange Street (Lot 2)

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135 Orange Street (GIS Map)

Map for reference only. Not a legal document. Town and Country of Nantucket, MA makes no claims and no warranties, expressed or implied, concerning the validity or accuracy of the GIS data presented on this map. Geometry updated: 11/13/2018

Date updated: 11/19/2018



137 Orange Street (GIS Map)

Map for reference only. Not a legal document. Town and Country of Nantucket, MA makes no claims and no warranties, expressed or implied, concerning the validity or accuracy of the GIS data presented on this map. Geometry updated: 11/13/2018
Date updated: 11/19/2018



**ATTACHMENT B
QUITCLAIM DEED**

Bk: 01753 Pg: 292



QUITCLAIM DEED

Bk: 1753 Pg: 292 Page: 1 of 4
Doc: DD 07/07/2020 01:21 PM

135 ORANGE LLC, a Florida limited liability company with a mailing address of 3005 Hammock Way, Vero Beach, FL 32963, for and in consideration paid in the amount of One Million Five Hundred Thousand and 00/100 (\$1,500,000.00) Dollars grants to Brian Sullivan, Brooke S. Mohr, Penelope Dey, Reema Sherry, David Iverson, Kristie L. Ferrantella and Allyson Mitchell, Trustees of 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 15, 2014, recorded with said Deeds in Book 1452, Page 272, having a mailing address of 2 Fairgrounds Road,, Nantucket, MA 02554, with QUITCLAIM COVENANTS,

That certain parcel of vacant land, more commonly known and numbered as 135 Orange Street, in Nantucket, Massachusetts and being more particularly described as follows:

PARCEL 1

NORTH by land now or formerly of Charles W. Coffin,
EAST by land now or formerly of Edgar W. Wilkes, and by a way leading into Orange Street,
SOUTH by land now or formerly of Edgar W. Wilkes, formerly of Mary King, and
WEST by land now or formerly of Simon L. Lewis, Jr.

Together with a right of way to and from Orange Street in aforesaid way, northward of said land now or formerly of Wilkes, formerly Jared Fuller

PARCEL 2

NORTHEASTERLY by land now or formerly of the Ryder Realty Trust, twenty and 10/100 (20.10) feet,
NORTHWESTERLY by land ow or formerly of Clifford Ryder and Amelia Ryder, one hundred fifty-five and 55/100 (155.55) feet,

SOUTHWESTERLY by Lot 1 on plan hereinafter mentioned, twenty and 00/100 (20.00) feet, and

SOUTHEASTERLY by said Lot 1, one hundred fifty-six and 94/100 (156.94) feet.

Being shown as Lot 2 on Plan of Land in Nantucket, MA, by Nantucket Surveyors, Inc. dated March 6, 1987 and filed as Plan File 26-C in the Nantucket Registry of Deeds.

Said premises are conveyed subject to the following:

- a) Such taxes for the then-current year as are not due and payable on the date of the delivery of the deed,
- b) A Special Permit dated August 3, 2018 recorded in Book 1658, Page 20 at the Nantucket County Registry of Deeds, and
- c) An Agreement for Driveway Access, Parking and Utilities, dated June 27, 2005, recorded with Nantucket County Registry of Deeds in Book 964, Page 19

For title, see Deed recorded in Book 1583, Page 121 at the Nantucket County Registry of Deeds.

I, Jeffrey Zimmer, Manager of 135 Orange LLC, do hereby certify that no member or spouse, civil union partner, ex-spouse, or ex-civil union partner of a member of 135 Orange, LLC, occupies or intends to occupy the land as a principal residence or is entitled to claim the benefit of an existing state of homestead in the property by court order or otherwise.

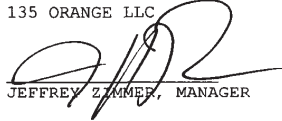
The Grantor is not treated as a corporation for federal income tax purposes. The Grantor certifies that this conveyance is not of all or substantially all of the Grantor's property in the Commonwealth of Massachusetts.

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

Executed and sealed on July 1, 2020.

By:

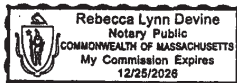
135 ORANGE LLC


JEFFREY ZIMMER, MANAGER

COMMONWEALTH OF MASSACHUSETTS

Nantucket, ss.

On this 1 day of July 2020, before me, the undersigned Notary Public, personally appeared the above-named JEFFREY ZIMMER, as Manager of 135 Orange, LLC, personally known to me, or proved to me through satisfactory evidence of identification, which was DRIVERS ID, to be the person whose name is signed on the preceding or attached document, and acknowledged to me that he signed it voluntarily for its stated purpose on behalf of 135 Orange, LLC.




Notary Public

Printed name: Rebecca Lynn Devine
My commission expires:



ACCEPTANCE OF DEED

On this 6 day of July, 2020, we, the duly authorized **Trustees of the Town of Nantucket Affordable Housing Trust Fund**, acting pursuant to provisions of G.L. c. 44, §55C, under a Declaration of Trust dated February 8, 2010 and recorded with the Nantucket County Registry of Deeds in Book 1221 Page 20, as amended by First Amendment to Declaration of Trust dated September 25, 2014, recorded with said Deeds in Book 1452, Page 272, hereby accept the foregoing deed from 135 Orange, LLC to property located at 135 Orange Street, Nantucket, Massachusetts.

Town of Nantucket Affordable Housing Trust Fund
By its Trustees

By: [Signature]
_____, Trustee and
Chair/Vice Chair

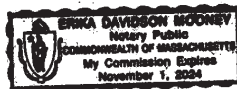
COMMONWEALTH OF MASSACHUSETTS

Nantucket ss.

On this 6 day of July, 2020 before me, the undersigned notary public, personally appeared Brooke M. M. M., Trustee and Chair/Vice Chair of the Town of Nantucket Affordable Housing Trust Fund, proved to me through satisfactory evidence of identification, which were 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 as Trustee and Chair/Vice Chair of the Town of Nantucket Affordable Housing Trust Fund.

[Signature]
Notary Public
My Commission Expires:

724841NANT19710/0005



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

Bk: 01753 Pg: 297



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Bk: 1753 Pg: 297 Page: 1 of 4
Doc: DD 07/07/2020 01:21 PM

DEED

LEE H. DUNN, Trustee of SOUTH LANDING TRUST under Declaration of Trust dated August 8, 1997, registered with Nantucket Registry District as Document No. 77055, of Nantucket, Massachusetts, for consideration paid in the amount of \$2,000,000.00, grants to BRIAN SULLIVAN, BROOKE S. MOHR, PENELOPE DEY, KRISTIE FERRANTELLA, ALLYSON MITCHELL, REEMA SHERRY and DAVID IVERSON, Trustees of the TOWN OF NANTUCKET AFFORDABLE HOUSING TRUST, a municipal affordable housing trust created pursuant to G.L. c. 44, §55 C, under Declaration of Trust dated February 8, 2010, recorded with Nantucket Deeds in Book 1221, Page 20, as amended by First Amendment dated September 25, 2014, recorded in Book 1452, Page 272, with a mailing address of 2 Fairgrounds Road, Nantucket, Massachusetts 02554, with QUITCLAIM COVENANTS,

That certain parcel of vacant land situated in Nantucket, Nantucket County, Massachusetts, now known and numbered as 137 Orange Street, described as follows:

Said land is shown as Lot 2 on a plan prepared by Nantucket Surveyors, Inc., dated June 18, 2003, and recorded with Nantucket Deeds as Plan No. 2003-30.

Said land is conveyed subject to real estate taxes assessed by the Town of Nantucket for the fiscal year 2021, commencing on July 1, 2020.

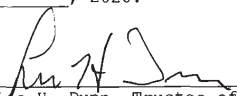
For title, see Deed recorded with Nantucket Deeds in Book 1266, Page 314.

The Grantor hereby certifies that no beneficiary, nor a spouse, civil union partner, ex-spouse or ex-civil union partner of a beneficiary of South Landing Trust, occupies or intends to occupy the land as a principal residence or is entitled to claim the benefit of an existing estate of homestead in the property by court order or otherwise.

I hereby certify that I am the sole trustee of South Landing Trust, which is in full force and effect, has not been amended nor revoked, and has not terminated; and that I have been duly authorized to execute and deliver this instrument according to its terms and content by the holders of all of the beneficial interest in said Trust, none of the holders being under any disability to act, and none of the holders being a corporation which is disposing of all or substantially all of its property situated in Massachusetts.

[signature page to follow]

Executed and sealed on July 7, 2020.


Lee H. Dunn, Trustee of
South Landing Trust

COMMONWEALTH OF MASSACHUSETTS

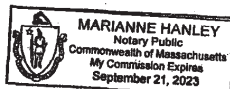
Nantucket, ss.

On this 7th day of July, 2020, before me, the undersigned notary public, personally appeared Lee H. Dunn, Trustee, 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 signed voluntarily, as his free act and deed, for its stated purpose and who swore or affirmed to me that the contents of the document are truthful and accurate to the best of his knowledge and belief.


Marianne Hanley
Notary Public

My commission expires:

NANTUCKET LAND BANK CERTIFICATE	
☐ Paid \$	
☒ Exempt	A
☐ Non-applicable	
No. 4175	Date 7/7/20
Authorization	



ACCEPTANCE OF DEED

On this 6 day of July, 2020, we, the duly authorized **Trustees of the Town of Nantucket Affordable Housing Trust Fund**, acting pursuant to provisions of G.L. c. 44, §55C, under a Declaration of Trust dated February 8, 2010 and recorded with the Nantucket County Registry of Deeds in Book 1221 Page 20, as amended by First Amendment to Declaration of Trust dated September 25, 2014, recorded with said Deeds in Book 1452, Page 272, hereby accept the foregoing deed from **Lee H. Dunn, Trustee of South Landing Trust** under a Declaration of Trust dated August 8, 1997, filed with the Nantucket Registry District of the Land Court as Document No. 77055 to property located at 137 Orange Street, Nantucket, Massachusetts.

Town of Nantucket Affordable Housing Trust Fund
By its Trustees

By: [Signature], Trustee and
Chair/Vice Chair

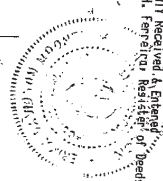
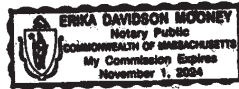
COMMONWEALTH OF MASSACHUSETTS

Nantucket ss.

On this 6 day of July, 2020 before me, the undersigned notary public, personally appeared Brian Sullivan, Trustee and Chair/Vice Chair of the Town of Nantucket Affordable Housing Trust Fund, proved to me through satisfactory evidence of identification, which were 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 as Trustee and Chair/Vice Chair of the Town of Nantucket Affordable Housing Trust Fund.

[Signature]
Notary Public
My Commission Expires:

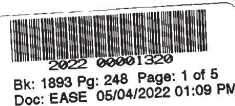
7224769NANT19710/0006



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

**ATTACHMENT C
EASMENT**

Bk: 01893 Pg: 248



GRANT OF EASEMENT

This Grant of Easement is granted as of this 4th day of May, 2022, by **ACK DREAMS LLC**, a Massachusetts limited liability company, having its principal office at 78 Rue du Prince, Cordillera, Colorado 81632, (the "Grantor") with **QUITCLAIM COVENANTS** to the **TOWN OF NANTUCKET AFFORDABLE HOUSING TRUST FUND**, a municipal affordable housing trust, created pursuant to G.L. c. 44, §55C and 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 dated September 15, 2014, recorded with said Deeds in Book 1452, Page 272, having an address at 2 Fairgrounds Road, Nantucket, Massachusetts 02554 (the "Grantee").

RECITALS

Grantor is the current owner of the vacant land commonly known as 141 Orange Street, Nantucket, Massachusetts, and more particularly described in the deed to Grantor recorded with Nantucket County Registry of Deeds in Book 1657, Page 347 (the "Property"). Simultaneously with the recording of this Grant of Easement, Grantor will sell the Property to the Nantucket Islands Land Bank for a price which includes a contribution from Grantee in the amount of Four Hundred Eighty-Seven Thousand Six Hundred Ninety (\$487,690.00) Dollars.

Grantee is owner of the property commonly known as 135-137 Orange Street, Nantucket, Massachusetts as more particularly described in the deeds to Grantee recorded in said Deeds at Book 1753, Pages 292 and 297 which Grantee intends to develop as affordable housing (the "Orange Street Property").

In consideration of the foregoing and of other good and valuable consideration, to receipt and sufficiency is hereby acknowledged, Grantor hereby grants to Grantee the following rights and privileges upon the Property:

1. Permanent Easement. A permanent easement on a portion of the Property shown as a twenty-five foot (25') access easement being bounded by the southeasterly, southwesterly, and northwesterly boundaries of the Property and by a line parallel and twenty-five (25') feet northeasterly from said southwesterly boundary (the "Easement Area"). The Easement Area is described on a plan entitled "Proposed Concept Site Plan for Driveway Access in Nantucket, MA Prepared for Nantucket Islands Land Bank," dated October 26, 2021, prepared by Blackwell & Associates, Inc., a copy of which is attached hereto as Exhibit A (the "Easement Plan"). The Easement Area may be used (i) for the purpose of constructing, using, maintaining and repairing a driveway and sidewalk for pedestrian and vehicular access to the Orange Street Property from Daves Street; (ii) for the purpose of installation, use, maintenance, repair and replacement of underground utility lines within said Easement Area for the benefit of the Easement Area and/or the Orange Street Property; and (iii) for all uses generally allowed for a public way in the Town of Nantucket.
2. Temporary Easement. A temporary easement on a portion of the Property described as a ten foot

(10') wide strip abutting the Easement Area on its northeasterly side and shown on the Easement Plan as 10.00' temporary construction easement (the "Temporary Easement Area"). The Temporary Easement Area may be used for the movement and storage of equipment and materials during the construction of improvements on the Easement Area, and shall commence and terminate with construction of the road and sidewalk.

3. Work Standards. Any construction or maintenance work done pursuant to this Grant of Easement whether in the Easement Area or the Temporary Easement Area shall be performed in a good and workmanlike manner by licensed and insured contractors and in compliance with all applicable laws and regulations. In the event the surface of the ground in the Temporary Easement Area is disturbed in the exercise of these easement rights Grantee agrees that the surface of the ground will be restored to its previous condition, as reasonably close as practicable, once the work is completed. Furthermore, Grantee shall maintain and repair the Easement Area and the improvements thereon in good safe condition and shall keep the Easement Area free of snow and ice as needed.
4. Run with Title. All rights and privileges herein granted, including all benefits and burdens, shall run with the title to the Property and the Orange Street Property and be binding upon and inure to the benefit of the parties, their heirs, successors and assigns.

[The balance of this page is blank.]

Executed under seal this 20 day of April 2022.

ACK Dreams, LLC

By: [Signature]
Steven C. Jemison, Manager

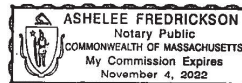
STATE OF MA

COUNTY OF Nantucket

On this 20 day of April, 2022, before me, the undersigned notary public, personally appeared the above-named, Steven C. Jemison, Manager of ACK Dreams, LLC, proved to me through satisfactory evidence of identification, which were drivers license, to be the person(s) who signed the preceding or attached document in my presence, and acknowledged to me that he/she/they signed it voluntarily for its stated purpose, by his/her/their free act and deed.

[Signature]
Notary Public Signature

My Commission Expires: 11-4-2022



ACCEPTANCE OF GRANT OF EASEMENT

We, the undersigned, being a majority of the Trustees of the Board of Trustees of The Town of Nantucket Affordable Housing Trust Fund, hereby certify that at a meeting of the Board of Trustees held on the 3 day of May, 2022, it was voted to accept the foregoing Grant of Easement from ACK Dreams LLC.

EXECUTED under seal this 3 day of May, 2022

TOWN OF NANTUCKET HOUSING TRUST FUND
By its Board of Trustees

Brian Sullivan
Brian Sullivan, Chair

Brooke S. Mohr
Brooke S. Mohr, Vice Chair

Penelope Dey
Penelope Dey

Dawn E. Hill Holdgate
Dawn E. Hill Holdgate

David Iverson
David Iverson

Reema Sherry
Reema Sherry

Shantaw Bloise Murphy
Shantaw Bloise Murphy

COMMONWEALTH OF MASSACHUSETTS

Nantucket, ss.

On this 3 day of May, 2022, before me, the undersigned Notary Public, personally appeared Brian Sullivan, Brooke Mohr, David Iverson, and Shantaw Bloise Murphy, 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 free act and deed of the Board of Trustees of the Town of Nantucket Affordable Housing Trust Fund.

Julia Davidson
Notary Public
My Commission Expires:



20383039_2



Proposed Concept Site Plan for Driveway Access

Nantucket, MA

Prepared for

Nantucket Islands Land Bank

Scale: 1" = 20' October 26, 2021

BLACKWELL & ASSOCIATES, Inc.
Professional Land Surveyors

Professional Land Surveyor
20 TEASDALE CIRCLE
NANTUCKET, MASS. 02554
(508) 228-9096

(508) 228-9026

GRAPHIC SCALE

GRAPHIC SCALE

(IN FEET)
1 inch = 20 ft.

B8999

**ATTACHMENT D
NANTUCKET HOUSING PRODUCTION PLAN**

THE NANTUCKET CHAPTER 40B HOUSING PRODUCTION PLAN (2021) CAN BE FOUND ON THE TOWN OF NANTUCKET'S WEBSITE AT THE FOLLOWING ADDRESS:

[HTTPS://NANTUCKET-MA.GOV/DOCUMENTCENTER/VIEW/40859/NANTUCKET-HOUSING-PRODUCTION-PLAN-2021-PDF](https://nantucket-ma.gov/documentcenter/view/40859/nantucket-housing-production-plan-2021-pdf)

**ATTACHMENT E
DRAFT FORM OF GROUND LEASE**

[TO BE ATTACHED UPON COMPLETION OF TOWN COUNSEL]

**ATTACHMENT F
DRAFT FORM OF LAND DEVELOPMENT AGREEMENT**

[TO BE ATTACHED UPON COMPLETION OF TOWN COUNSEL]

ATTACHMENT G
“BUILDING WITH NATUCKET IN MIND”

“BUILDING WITH NATUCKET IN MIND” CAN BE LOCATED ON THE TOWN OF NANTUCKET’S HISTORIC DISTRICT COMMISSION’S PAGE AT:

[HTTPS://NANTUCKET-MA.GOV/537/BUILDING-WITH-NANTUCKET-IN-MIND](https://nantucket-ma.gov/537/building-with-nantucket-in-mind)

ATTACHMENT H COMPARATIVE EVALUATION CRITERIA
135 + 137 ORANGE ST. NANTUCKET HOUSING PROJECT

	NOT ADVANTAGEOUS	ADVANTAGEOUS	HIGHLY ADVANTAGEOUS
DEVELOPER EXPERIENCE & CAPACITY (TEAM)			
• Demonstrated experience in and capability for designing, permitting, developing and managing similar residential projects • Outcome of comparable projects • Demonstrated experience securing financing for similar projects • Experience developing energy efficient homes • Property management experience with similar projects • The quality of the team's reputation and references, particularly in terms of its regulatory track record and ability to complete projects as proposed • Success in marketing approach, including affirmative fair housing marketing plans and lottery, meeting State requirements • Successful long-term management approach	Development team members have had only minimal experience in the development of projects with similar scope (i.e., less than 5 years), including legal, design, development, financing, and management experience with rental housing	1) Development team members have had significant experience in the development of projects of similar scope (i.e., 5-7 years), including significant legal, design, financing, affordable housing management, and development experience 2) Energy efficient buildings part of standard development approach.	1) Development team members have significant and substantial successful development of affordable housing project of similar scope (i.e., 8 or more years), including significant legal, design, financing, affordable housing management and development experience 2) Energy efficient design is their standard approach to design and development

	NOT ADVANTAGEOUS	ADVANTAGEOUS	HIGHLY ADVANTAGEOUS
AFFORDABILITY			
- Proposal meets the greatest level of affordability fiscally possible - Proposal meets requirements to have all units qualify on the SHI list - Addresses the Town's desire to work to provide at least 25% of affordable units and 10% of market units allocated to municipal employee use, if approved by DHCD	The proposal does not meet the requirements of the Town's Zoning Bylaws and contains less than 25% of the units affordable to households at 80% or less AMI	The proposal meets the requirements of the Town's Zoning Bylaws and contains 25% of the units affordable to households at 80% AMI or less and the proposal complies with DHCD Guidelines for local preferences including the municipal employee preference	The proposal meets the requirements of the Town's Zoning Bylaws and contains at least 25% of the units affordable to household at 80% AMI or less and the proposal complies with DHCD guidelines for local preferences including the municipal employee preference.
NUMBER OF UNITS AND PERMITTING			
- No more than 32 units will be constructed on the property - Workforce rental housing pursuant to Nantucket Zoning Bylaws	Proposal is for fewer than 16 units and does not clearly address the permitting for the project	Proposal is for 16-24 units permitted by Nantucket Zoning Bylaws	Proposal has 25 or more units permitted by Nantucket Zoning Bylaws

	NOT ADVANTAGEOUS	ADVANTAGEOUS	HIGHLY ADVANTAGEOUS
SITE DESIGN			
• Thoughtful and efficient site design, minimizing impervious surfaces • Uses standards of low impact development • Underground utilities • Exterior lighting – minimal impact to neighbors • Buffer to neighboring properties • Storm water management • Landscape plan including parking area • Area designated for snow • Adequate screened visitor parking • Central trash and recycling area, appropriately screened • Bus pull-off area and shelter	Proposal fails to include or address all site design criteria	The proposal meets or exceeds all design requirements of the RFP with thoughtful traffic flow, buildings siting, minimal impact of exterior lighting, and development design, may include plans to save large tree on site.	Proposal meets all “advantageous” requirements and respects adjacent properties, provides heightened attention to landscaping plan, grading and lighting, helps with the restoration of the vegetation, which includes plans to save the large tree on site. Bus stop creation is incorporated into design.
SUSTAINABILITY			
• Energy efficient design • Elevation level with coastal resiliency in mind	Proposal does not include energy-efficient design. Proposal does not incorporate any elements of coastal resilience and flood control.	Proposal incorporates required energy-efficient design as outlined by the Stretch Code. Proposal incorporates the Coastal Reliance Plan and addresses flood control.	Proposal incorporates required stretch energy code, and exceeds sustainability and energy efficiency goals, including a net zero energy efficiency. Proposal goes above and beyond to incorporate flood mitigation and additional Coastal Resilience Plan strategies.

BUILDING DESIGN			
- Exterior design and materials is of high quality, while remaining compatible with local historical design, including the use of historic colors - Creative design that is cost effective and high quality - Interior layouts meet a variety of family-type needs - Finishes support durability and low-maintenance for tenant - Management office on-site with storage - Adequate tenant dry, temperature controlled storage (in basement)	Design appears incongruous with local historical design patterns, interior lay-outs not effective use of space	Proposal creates a development that reflects local historical design and efficient interior layouts, creating a desirable neighborhood	Proposal articulates a compelling development vision that is cost-effective, energy efficient, and has an attractive design and efficient use of interior space, reflects local historical design
	NOT ADVANTAGEOUS	ADVANTAGEOUS	HIGHLY ADVANTAGEOUS
FINANCIAL FEASIBILITY			
- Adequacy of proposed budgets (development and operating) - Appropriateness of rents in relation to market - Track record of securing proposed conventional and subsidy financing - No financial support from the Town except for the contribution of the proposed land	Proposal does not demonstrate an understanding of development costs and operating budgets for affordable housing and requires Town's additional monetary support or infrastructure	Proposal contains realistic development and operating budgets and evidence of success in securing necessary financing and includes application for additional financial support for Town CPC or AHTF grants	Proposal contains realistic development and operating budgets and evidence of a high degree of success in securing necessary financing and other sources of funding and does not include any additional financial support from the Town

	NOT ADVANTAGEOUS	ADVANTAGEOUS	HIGHLY ADVANTAGEOUS
REFERENCES & SITE VISITS			
- References – a minimum of three municipal references, include references from all projects undertaken in the last 10 years - Site visits – the selection committee may choose to visit proposers' completed projects	1) Minimum of 3 references not met, or references were poor and/or inadequate 2) Properties visited were in poor condition. Evidence of widespread resident dissatisfaction	1) Strong references reflecting projects came in on time and within budget, good property management structure 2) Properties visited were in good condition, site layout was efficient, buildings were well designed, and residents were overall satisfied and there is no evidence of systemic issues	1) Strong references reflecting timely completion, excellent budget control, property management structure excellence and high degree of professionalism of developer 2) Properties visited were in excellent condition, site layout and landscaping excellent, excellent building design and use of energy efficient and durable materials. Written evidence of broad residents' support of the project including testimonials

**ATTACHMENT I
NANTUCKET ZONING BYLAWS**

**THE TOWN OF NANTUCKET ZONING BYLAWS CAN BE FOUND ON THE TOWN OF
NANTUCKET'S WEBSITE AT THE FOLLOWING ADDRESS:**

[HTTPS://NANTUCKET-MA.GOV/445/TOWN-OF-NANTUCKET-BYLAWS](https://nantucket-ma.gov/445/town-of-nantucket-bylaws)

ATTACHMENT J
ENERGY EFFECIENCY - MASSACHUSETTS' BUILDING ENERGY CODES

MASSACHUSETTS' BUILDING ENERGY CODES CAN BE FOUND ON THE TOWN OF NANTUCKET'S WEBSITE AT THE FOLLOWING ADDRESS:

[HTTPS://WWW.MASS.GOV/INFO-DETAILS/BUILDING-ENERGY-CODE](https://www.mass.gov/info-details/building-energy-code)

**ATTACHMENT K
NANTUCKET'S COASTAL RESILIENCE PLAN**

**NANTUCKET'S COASTAL RESILIENCE PLACE CAN BE FOUND ON THE TOWN OF
NANTUCKET'S WEBSITE AT THE FOLLOWING ADDRESS:**

**[HTTPS://WWW.NANTUCKET-
MA.GOV/DOCUMENTCENTER/VIEW/40278/NANTUCKET-COASTAL-RESILIENCE-
PLAN-PDF](https://www.nantucket-ma.gov/documentcenter/view/40278/nantucket-coastal-resilience-plan-pdf)**

ATTACHMENT L

SECTIONS 3 AND 4 OF THE MASSACHUSETTS “ONE STOP” APPLICATION

**FOR THE MASSACHUSETTS “ONE STOP” AFFORDABLE HOUSING FINANCE
(SECTIONS 3 AND 4) APPLICATION, PLEASE GO TO THE MASS.GOV WEBSITE AT:**

[HTTPS://WWW.MASS.GOV/GUIDES/COMMUNITY-ONE-STOP-FOR-GROWTH](https://www.mass.gov/guides/community-one-stop-for-growth)

**ATTACHMENT M (REQUIRED)
CERTIFICATE OF NON-COLLUSION**

[TO BE ATTACHED UPON COMPLETION OF TOWN COUNSEL]

ATTACHMENT N (REQUIRED)
TAX COMPLIANCE CERTIFICATE

TAX COMPLIANCE CERTIFICATION

Pursuant to M.G.L. 62C, §49A, I certify under the penalties of perjury that, to the best of my knowledge and belief, I am in compliance with all laws of the Commonwealth relating to taxes, reporting of employees and Concessionaires, and withholding and remitting child support.

Federal Employer ID Number

Name of Corporation

President's Signature

Date

Please Print Name

ATTACHMENT O (REQUIRED)
DISCLOSURE STATEMENT FOR TRANSACTION WITH A PUBLIC AGENCY
CONCERNING REAL PROPERTY

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: Two certain parcels of land in Nantucket, Massachusetts located at 135 and 137 Orange Street, and being more particularly described in Deeds recorded with Nantucket County Registry of Deeds in Book 1753, Page 292 and Book 1753, Page 297 respectively.

(2) Type of Transaction, Agreement, or Document:

Lease of property by Town of Nantucket Affordable Housing Trust Fund

(3) Public Agency Participating in Transaction:

Town of Nantucket Affordable Housing Trust Fund, 2 Fairgrounds Road, Nantucket, Massachusetts 02554

(4) Disclosing Party's Name and Type of Entity (if not an individual):

(5) Role of Disclosing Party (Check appropriate role):

____ Lessor/Landlord ☒ Lessee/Tenant

____ Seller/Grantor ____ 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

- (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 (insert "none" if none):
- (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.

Print Name of Disclosing Party (from Section 4, above)

Authorized Signature of Disclosing Party

Date :

Print Name & Title of Authorized Signer

ATTACHMENT P (REQUIRED)
ACKNOWLEDGEMENT OF RECEIPT OF DOCUMENTS

TOWN OF NANTUCKET

DOCUMENT ACKNOWLEDGMENT FORM WORKFORCE

AFFORDABLE RENTAL HOUSING DEVELOPMENT RFP

**I ACKNOWLEDGE RECEIPT OF THIS REQUEST FOR PROPOSALS AND ALL ADDENDA AND
UNDERSTAND I MUST ENCLOSE THIS SIGNED ACKNOWLEDGEMENT AS PART OF MY
PROPOSAL.**

Company Name

Signed

Date



TOWN OF NANTUCKET
AFFORDABLE HOUSING TRUST
FUND
REQUEST FOR PROPOSALS (RFP)
FOR
WORKFORCE AFFORDABLE RENTAL HOUSING DEVELOPMENT
AT 12 & 12R BARTLETT ROAD

IMPORTANT DATES

- RFP Issuance: _____, **2023**
 - Pre-Proposal Meeting/Site Tour Registration Deadline:
_____, **2023 at 1:00 p.m.**
 - Pre-Proposal Meeting/Site Tour:
_____, **2023 from 10:30 a.m. to 1:30 p.m.**
 - Inquiries Deadline: _____, **2023 at 1:00 p.m.**
 - Proposal Submission Deadline:
_____, **2023 at 1:00 p.m.**
 - Proposal Presentations:
_____, **2023 and _____ 2023**
- Note: all respondents to the RFP who meet Minimum Threshold Criteria will be asked to present their project proposal to the Review Committee*
- Developer Selection: **intended to be made by _____ 2023**

All times in this document are local time in Nantucket, MA.

I. Request for Proposals

The Town of Nantucket Affordable Housing Trust Fund (the “Trust”) is seeking proposals from qualified developers for the development and ongoing management of workforce rental housing units consistent with Section 139-8D of the Nantucket Zoning Bylaws on the property owned by the Trust located at 12 and 12R Bartlett Road, Nantucket, as shown on the Plans and Maps included in Attachment A and more particularly described in the Deed attached hereto as Attachment B (together, the “Property”). The Property contains a total of 30,809± square feet. The parcel at 12 Bartlett Road contains 22,645± square feet and the parcel of land at 12R Bartlett Road contains 8,164± square feet. The Trust intends to enter into a long-term ground lease and a development agreement with the selected proposer requiring the developer to construct year-round affordable workforce housing thereon and restricting the use of the Property for such purposes.

The purpose of this RFP is to select a developer with demonstrated experience and capacity to

develop and manage a residential development project that best addresses the needs and goals of the community as described in this RFP. The Trust anticipates that proposers and/or members of their respective development teams will have demonstrated successful experience with developing and maintaining affordable rental housing, as well as the programs providing subsidy and services for such development.

II. Proposal Submission

The Trust has determined that the award of this contract is subject to M.G.L. c. 30B, known as the Uniform Procurement Act. Therefore, the provisions of M.G.L. c. 30B are incorporated herein by reference.

All proposals must be received by _____, **2023 at 1:00 p.m.** and submitted to:

**Town of Nantucket
Attn: Procurement Officer/ 12 & 12R Bartlett Road Nantucket Housing
Proposal
Town & County Building
16 Broad Street
Nantucket, MA 02554**

To be considered a complete proposal, all proposals must include the following:

1. Cover page labeled “12 & 12R Bartlett Road Nantucket Housing Proposal.” The cover page should also identify the development entity, the primary contact person and all contact information;
2. All required documents, completed and signed by a duly authorized signatory;
3. One clearly marked original and twelve (12) unbound and organized copies in a format that is easily copied; and
4. An electronic version of the complete proposal on a CD or flash drive.

Proposals that are incomplete or conditional will be rejected. Proposals received after this time will be considered non-responsive and either not accepted or returned to the proposer unopened. A proposer may correct, modify or withdraw a proposal by written notice received prior to the time set for receipt of proposals (**1 p.m. on _____ 2023**). Modifications must be submitted in a sealed envelope labeling the Modification and must reference the original RFP proposal.

Proposals will be opened pursuant to the provisions of M.G.L. c. 30B, §6 (d) at **10:00 a.m. on _____, 2023**. A proposer may not change any provision of the proposal after the receipt deadline (**1 p.m. on _____ 2023**).

The Trust reserves the right to reject any or all proposals or to cancel this RFP if in the Trust’s sole discretion it is determined to be in the best interest of the Town.

All inquiries should be made via e-mail and directed to: procurement@nantucket-ma.gov no later than **1:00 p.m., _____, 2023**. Inquiries should have a subject line entitled: *12 & 12R Bartlett Road. Nantucket Housing RFP Inquiry*. Any inquiries after such date will not be accepted. All inquiries and responses will be shared with all Registered Proposers via e-mail.

In order to receive answers to all inquiries and any RFP amendments, interested parties must be registered as a Registered Proposer with the Town. To register as a potential respondent, please send an e-mail to procurement@nantucket-ma.gov no later than _____, **2023 at 1:00 p.m.** with your name, organization, contact e-mail and indicate in the subject line: *Registered Proposer – 12 & 12R Bartlett Road. Nantucket Housing RFP*. As inquiries are made, answers will be provided as expeditiously as possible to all Registered Proposers at the time.

The Trust makes no representations or warranties, express or implied as to the accuracy and/or completeness of the information provided in this RFP. This RFP, including all attachments and supplements, is made subject to errors, omissions, prior sale, lease or financing and withdrawal without prior notice, and changes to, additional, and different interpretations of laws and regulations.

Proposers' Responsibility for Due Diligence: Proposers should undertake their own review and analyses concerning physical conditions, environmental conditions, applicable zoning, required permits and approvals, and other development and legal considerations.

III. Site Tour and Briefing

Interested proposers are strongly encouraged to attend an on-site briefing session on _____, **2023 from 10:30 a.m. to 1:30 p.m.** at the Nantucket Public Safety Facility, 4 Fairgrounds Road, Nantucket, MA 02554. Registration to attend the briefing is required no later than **1:00 p.m. on _____, 2023**. To register, or for additional information related to the site visit, please send an e-mail to procurement@nantucket-ma.gov.

The site tour and briefing will be an opportunity in a group setting for questions about this project to be asked and answered. The Trust will send summary minutes of the Meeting to all those registered; however, the Trust is not responsible for making sure all aspects of the meeting and group discussion are relayed to anyone not in attendance at this Site Tour.

Following the Site Tour, the Trust reserves the right to amend the RFP criteria.

IV. Development Objectives

The Trust is seeking proposals to build and maintain year-round rental units on the site as a workforce community pursuant to Section 139-8D of Nantucket Zoning Bylaws with the purpose of creating affordable rental housing. In order to assess housing needs on Nantucket, the Town has completed a study and its findings are found in the 2021 Housing Production Plan (Attachment

C).

It is the Trust's desire to achieve an overall bedroom mix, including the maximum number of studio and one-bedroom units which will be permitted based on the site's capacity, good site planning, storage, landscaping considerations, and the market and financial feasibility of a mixed-income affordable rental project. The proposed unit mix must also be able to receive Department of Housing and Community Development (DHCD) approval for the inclusion of 100% of the units in the Town's Subsidized Housing Inventory (SHI) and any DHCD approvals necessary to receive any requested state and/or federal subsidy funds, as applicable.

The development will be subject to a Ground Lease (see example in Attachment D) and Development Agreement (see example in Attachment E) in forms that are acceptable to the Trust.

Affordability

Pursuant to the Nantucket Zoning Bylaws, Section 139-8D(3), at least twenty-five (25%) percent of the units must be rented to income eligible households earning eighty (80%) percent or less of the area median income (AMI) for Nantucket County and meet the requirements for all of the rental units to be eligible for inclusion on the Town's DCHD SHI. The Town recommends that seventy (70%) percent of all affordable units shall be rented pursuant to a local preference (which shall include current Town residents, employees of local businesses and nonprofits 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 by DHCD regulations. The Town also requires that all units outside of the ones eligible to households earning eighty (80%) percent or less of the area median income, must be rented to income eligible households earning two hundred (200%) percent or less of the AMI. The Town also prefers that twenty-five percent (25%) of the affordable units and ten (10%) percent of the market rate units be rented pursuant to a municipal employee preference provided it is approved by DHCD. The Trust will assist the successful proposer and DHCD by providing documentation of the need for the local preference.

The AMI for Nantucket County will be based upon the income data published annually by the U.S. Department of Housing and Urban Development (HUD), adjusted for household size, as well as the data published annually by MassHousing for Workforce Housing subsidy eligibility.

The Trust will enter into a long-term lease of the Property to the successful proposer, with a restriction that will ensure that the housing remains affordable in perpetuity or the longest term allowed by law. The successful proposer will enter into a Regulatory Agreement in a form acceptable to DHCD and the Town and will record a restriction preserving the affordability in perpetuity or the longest term allowed by law.

Unit Types

It is the Trust's preference that the development reflects the Nantucket community aesthetic and provides housing for a range of family sizes, including studio/one-bedroom units, while paying particular note to the areas of greatest need as articulated in the 2021 Housing Production Plan. For this reason, the Trust is interested in the inclusion of units that are intentionally designed as 'universally accessible' providing single-floor living, which could appeal to a range of family sizes to meet a variety of needs. The Trust prefers proposals which have a mix of units, with more two (2)- and three (3)- bedroom units. The total number of bedrooms per lot cannot exceed the number of bedrooms pursuant to Section 139-8D(3) of the Nantucket Zoning Bylaws.

At least ten (10%) percent of the total dwelling units within the workforce housing rental community must contain at least three (3) bedrooms, unless such requirement is reduced by a future binding directive from the Commonwealth of Massachusetts Department of Housing and Community Development which confirms that fewer than ten (10%) percent three (3)-bedroom units may be included in the workforce rental community while still confirming that all of the units in the workforce rental community shall be eligible for inclusion on the Town's SHI. In such an instance, the Planning Board shall have the discretion to approve fewer three (3)-bedroom units within the workforce rental community, in conjunction with the issuance of the special permit, as long as the requirement described above with respect to confirmation of the eligibility of all of the units in the workforce rental community relative to inclusion on the Town's SHI has been met

Building Design and Aesthetics

The development's design should reflect the historical design and character of Nantucket and be an example of superior exterior and interior design. Proposers are encouraged to use their creativity and experience in building design, massing, site layout, parking, landscaping and in their choice of materials and methods of construction that will minimize maintenance costs and are energy efficient. However, the minimum requirements are that the units be housed in two (2) or more buildings on the Property, that historic colors and materials be used and that the design adheres to the design guidelines set forth in the Historic District Commission (HDC) handbook, "Building with Nantucket in Mind" (see Attachment F). The designs will be subject to review and input of the HDC. The final appearance of the proposed development should be harmonious with existing norms for attached dwellings in the Town of Nantucket. The overall project design will be evaluated as part of the Comparative Evaluation Criteria described in Attachment G.

Preferred amenities to be included in the development and shown on the site design are recreation/green spaces, bicycle storage, and parking. The design should also include basement storage for the units.

Energy Efficiency

The Trust is seeking proposals that include building and site designs that are mindful of the tenants' energy and utility costs and limit the project's environmental impact. Details regarding sustainable design features should be incorporated into the project description. A proposal that includes net energy efficiency will be considered highly favorable.

Significant energy efficiency incentives have been made available to Nantucket in the past. Proposers are encouraged to contact Lauren Sinatra, Energy Coordinator for the Town (lsinatra@nantucket-ma.gov) to learn about current programs they may want to consider incorporating.

The Town of Nantucket, as a designated Green Community, adopted the Stretch Energy Code effective September 1, 2019 (Code of the Town of Nantucket, General Bylaws, Chapter 141). The Stretch Code is an "above code" appendix to the Massachusetts Building Code, designed to result in cost-effective construction that is more energy-efficient than what is built under the "base" code. To view Massachusetts Building Energy Codes, including the latest updates to the Stretch Code see Attachment J.

Coastal Resiliency

The Trust is seeking proposals that include building and site design that are mindful of Nantucket's "Coastal Resilience Plan" (Attachment K) and limit the project's environmental impact, particularly addressing issues of flood control, storm surge damages, rising sea levels, and eroding coastlines. Proposers are encouraged to contact Vincent Murphy, Sustainability Programs Manager for the Town (vmurphy@nantucket-ma.gov) for additional information.

Site

The site's locus is shown on the Maps included in Attachment A. It can be described as generally level lots with some shrubbery and trees on the outer borders of the lots. There is a deteriorated garage building on the lot at 12 Bartlett Road. The site has Town water and sewer in close proximity. The site is near to designated public transportation stops and is walking distance to markets, pharmacies, restaurants, and other small businesses. The subject parcels are located in the Town's Commercial Mid-Island ("CMI") District. A copy of Nantucket Zoning Bylaws is attached (see Attachment H

Utilities:

- Water *Public*
- Wastewater *Public*
- Electric *National Grid*
- Cable *Comcast*

The project is required to meet lighting objectives, parking requirements, include parking with characteristic aisle width and adequate parking place size, and ensure privacy from the surrounding properties.

Project Permitting

It is the Town's preference that the project is permitted as a workforce rental community development pursuant to Section 139-8D of the Town's Zoning Bylaws. The Planning Board must grant a special permit and the Historic District Commission must grant a certificate of appropriateness for the project. Any variances for dimensional requirements would be subject to Zoning Board of Appeals review and approval.

Acquisition Price

The Trust is offering to lease the property for a long-term lease of up to 99 years to the successful proposer, for an initial payment detailed below and at a nominal annual rent of \$1.00/year for the term of the lease; with terms of the lease to ensure the development conforms to the proposal and to ensure the income-restricted housing remains affordable for the term of the lease. In addition, funds may be available for pre-development costs upon application by the proposer and approval from the Community Preservation Committee ("CPC") or the Affordable Housing Trust Fund ("AHTF"). It is the successful proposer's responsibility to file all necessary applications with the appropriate agencies in a timely fashion.

Initial Lease Payment

The Trust will require an initial lease payment in the amount of \$100,000 to cover all Trust costs incidental to the disposition of this site. Thereafter, the current lease payments shall be for nominal consideration, as described above. The Trust retains the right to assign its ownership of the land to a community land trust or similar organization, which shall be subject to the terms of the ground lease

V. Property Description

The subject Property is shown on the locus maps contained in Attachment A as Lot C, being 12 Bartlett Road and Lot B, being 12R Bartlett Road. For the Trust's title to said Property please see the Quitclaim Deed to the Trust (Attachment B).

The site is relatively flat, with some brush and small trees on the outer perimeters of the lots. There is a deteriorated garage building on 12 Bartlett Road. The lots are bordered by residential, commercial and municipal neighbors. Primary access to the site is from Bartlett Road.

VI. Proposal Submission Requirements

a. The Developer and Development Team

The proposal must include a description of the proposed developer, including the project manager, and his/her experience. Proposals must include:

- i. The name, mailing address, e-mail address, and telephone number of the proposer, the name of the representative authorized to act on his/her behalf, the name and contact information of the contact to which all correspondence should be addressed, and the names and primary responsibilities of each individual on the development team.
- ii. If the proposer is not an individual doing business under his/her own name, a description of the firm and status of the organization (e.g. whether a for profit, not-for-profit or charitable institution) and a description of the proposed ownership entity (e.g., a general or limited partnership, a corporation, LLC, LLP, business association, or joint venture) and the jurisdictions in which it is registered to do business. If the proposer is a non-profit, please include a list of the organization's Board of Directors and areas of expertise they represent.
- iii. The nature of the entity to enter into the long-term lease of the Property and the borrower and guarantors of debt, if any.
- iv. Identification of all principals, partners, co-ventures or sub-developers participating in the transaction, and the nature and share of participants' ownership in the project.
- v. Discussion of whether the developer will also be the property manager and if the developer will not be the property manager, the name of the proposed property management organization.
- vi. Identification of the development team, such as architects, engineers, lawyers, landscape designers, contractor, development consultants, lenders and investors. Background information, including firm resumes and resumes for principals and employees expected to be assigned to the project, shall be provided.
- vii. A summary of first, the developer's and secondly, the development team's experience individually and collectively, with similar projects. Particular attention should be given to demonstrate experience with projects of a similar scale and complexity of site conditions, design and financing, as well as locations similar to Nantucket. Proposer should demonstrate the ability to perform as proposed and to complete the project in a competent and timely manner, including the ability to pursue and carry out design, permitting, conventional and subsidy financing, construction, marketing/unit absorption and ongoing property management.

The following order should be used when submitting the information for each project identified:

1. Project name and location
 2. Project type and description
 3. Project scope
 4. Project(ed) start date
 5. Project(ed) completion date
 6. Total development costs
 7. Sources of financing
 8. Total number of units and bedroom sizes
- viii. Narrative on why your experience is relevant to the 12 +12R Bartlett Rd. Nantucket Housing project.
 - ix. Description of the organizational structure of the development team and a plan for the maintenance of effective communications between the Town and the development team during all phases of the project.
 - x. Information regarding any legal or administrative actions past (during the last 10 years), pending or threatened that could relate to the conduct of the proposer, its principals or any affiliates.
 - xi. Confirmation that no local, state or federal taxes are due and outstanding for the development team, the property management team or any critical member of the project.
 - xii. Provision of municipal references for at least three (3) completed projects, with contact names, title and current telephone numbers of those who can provide information to the Town concerning the Proposer's experience with similar projects.
 - xiii. Proposed project financing, including a Sources and Uses pro forma providing information similar to that required in the Massachusetts One Stop application (see Attachment I), which shall include (a) a proposed pre-development budget, including all projected sources to be used to secure the necessary permits and approvals for the construction and operation of the development; (b) a construction and development budget which includes detailed sources of funds and uses; and (c) 20 year operating pro forma and rent schedule. Describe in detail previous success in securing such funding and what, if any local, state or federal subsidy money will be sought to create affordability and the timeline for securing those sources.
 - xiv. At least one (1) letter of interest from a recognized financial institution for a loan amount sufficient for the developer to construct and operate the project.
 - xv. Completion of disclosures and certificates in Attachments L – "Certificate of Non- Collusion", M – "Tax Compliance Certificate", and N – "Disclosure of Beneficial Interest."

b. Development Concept

The proposal must include a detailed description of the development concept for the property and its improvements, including but not limited to:

- Number and size of units (square footage and number of bedrooms) and affordability levels. Include narrative as to why/how the mix of bedroom sizes and affordability was determined to ensure project financial feasibility and appropriateness for the marketplace.
- Preliminary site design as detailed in the Conceptual Design Drawings below.
- Discussion of the physical plan and architectural character of the project and the various programmatic and physical elements of the development, including energy savings/ “green” elements of the building and site designs.
- Construction staging plan and discussion of construction impacts, including but not limited to how the project will be managed to limit impact on neighbors, in particular noise and traffic during the construction period.
- Detailed development schedule for all elements of the plan including key milestones, financing and timeframes for occupancy, including DHCD approval process.
- Outline of required land use, environmental, operational and other governmental or regulatory approvals for the necessary permits and noting any permits or waivers that will be required.

c. Conceptual Design Drawings

The proposal must include 11 x 17 plans including:

- Site plan that includes building footprints, parking layout, storm drainage, recreation, and numbers of parking spaces
- Landscape plan with sufficient detail on how the plan addresses limiting the project impact on surrounding areas
- Floor plans
- Elevations (exterior building materials should be identified on elevations)
- Typical unit plans
- Dry and temperature-controlled basement storage for all units (minimum requirement of 8’ X 10’ per unit), relative to unit size.

d. Management Plan

The proposal must include:

- Description of the proposed rents and the strategy for marketing and lottery processes that will be consistent with DHCD’s Affirmative Fair Housing Marketing and Resident Selection Plan Guidelines.
- The proposal must include a plan for the ongoing management of the project. In

addition, if the proposer is including a property manager as part of its team, all relevant information as outlined under ‘Developer’ above should be included as well as details of any projects where the proposer and manager have previously worked together.

- Lottery for Affordable Units: To ensure a fair and equitable selection process for the affordable units, a lottery shall be conducted for all of the affordable units. To the extent permitted by law, the initial lottery shall give local preference as described in Section IV, “Affordability” above. Proposals may include a lottery agent as part of the development team. An approved affirmative fair housing marketing/lottery plan shall be required that is consistent with DHCD’s Affirmative Fair Housing Marketing and Resident Selection Plan Guidelines. For the proposal, the proposer shall indicate any other lotteries they have been involved in, their role and the outcomes.

At a minimum, the selected proposer and/or their agent shall demonstrate:

- A clear understanding of fair housing requirements/laws.
- A clear understanding of local preference opportunities and requirements, and how the lottery will address these.
- A clear understanding of the applicable state standards used to determine program and unit eligibility – i.e. qualified tenants.
- The ability to establish criteria for tenant selection and a fair and unbiased selection process.
- The ability to maintain all necessary reports and certifications required under state and federal law.

VII. Evaluation Criteria

Minimum Threshold Criteria

Proposals that do not clearly and fully comply with these Minimum Threshold Criteria and are not submitted in complete form by 1:00 p.m. on _____ 2023 will not be considered:

- a. Conformance with all submission requirements
- b. A minimum of 5 years’ affordable housing development experience for principal members of the development team
- c. A minimum of 5 years’ experience of property management by the property manager
- d. Demonstrated successful track record of developing and managing projects of similar scope
- e. Developer availability to commence the permitting and application processes for the project within 90 days of selection; sufficient staff resources and availability to perform required services
- f. Submission of required forms at Attachments L, M, N and O:

- Attachment L – Certificate of Non-collusion;
 - Attachment M – Tax Compliance;
 - Attachment N – Disclosure Statement for Transaction with a Public Agency Concerning Real Property, M.G.L. c. 7C, section 38
 - Attachment O – Acknowledgement of Receipt of Documents
- g. The proposed development must provide a proposed affordability mix that will allow all units to be eligible for inclusion in the Town’s SHI based upon DHCD’s requirements; and a minimum of twenty-five percent (25%)of the units as affordable at or below eighty percent (80%)of the AMI.

Comparative Evaluation Criteria

Projects meeting the Minimum Threshold Criteria will then be judged on the Comparative Evaluation Criteria (see Attachment G). The Trust will use the comparative criteria for each subject and which will be rated on a scale of Not Advantageous, Advantageous or Highly Advantageous for each listed subject as set forth on the Comparative Evaluation Criteria.

VIII. Selection Process and Rules for Award

All proposals submitted by the deadline will be opened pursuant to M.G.L. c. 30B, §6(d) and recorded. All information contained in the proposals is public. The Trust or its designee(s) (i.e., an evaluation committee) will review and evaluate all proposals that have been received by the submission deadline based on the criteria outlined in the “Comparative Evaluation Criteria.” Evaluation of the proposals will be based on the information provided in the proposer’s submission in accordance with the submission requirements of this RFP and any references, and additional information requested and/or gathered by the Trust. The most highly advantageous proposal from the proposer deemed most responsive and responsible, taking into consideration all evaluation criteria set forth in the RFP, will be selected by the Trust or its designees. **The Trust reserves the right to select the proposal that best meets the needs of the community and that may not be the proposal that achieves the highest score. The Trust reserves the right to not make any award if it determines in its sole discretion that it is in the best interest of the Town.**

The Trust will notify all Registered Proposers in writing of its decision.

IX. Post Selection

Development Agreement

It is the intent of the Trust to enter into a development agreement with the selected proposer within ninety (90) days of selection and a long-term lease of the land with terms to ensure the development conforms to the proposal, and restrictions to require

the housing remain affordable for the term of the lease, after certain benchmarks have been met. A Draft Development Agreement can be found at Attachment E.

Chapter 30B Real Property Dispositions to Promote Public Purpose Requirements

The name of the selected proposer and the amount of the transaction will be submitted for publication in the state's *Central Register*.

The Trust has determined that the public purpose of the project is best met by disposing of the property for less than fair market value; the trust will post a notice in the state's *Central Register* explaining the reasons for this decision and disclosing the difference between the property value and the price to be received. This notice will be published before the Trust enters into any agreement with the developer.

X. Attachments

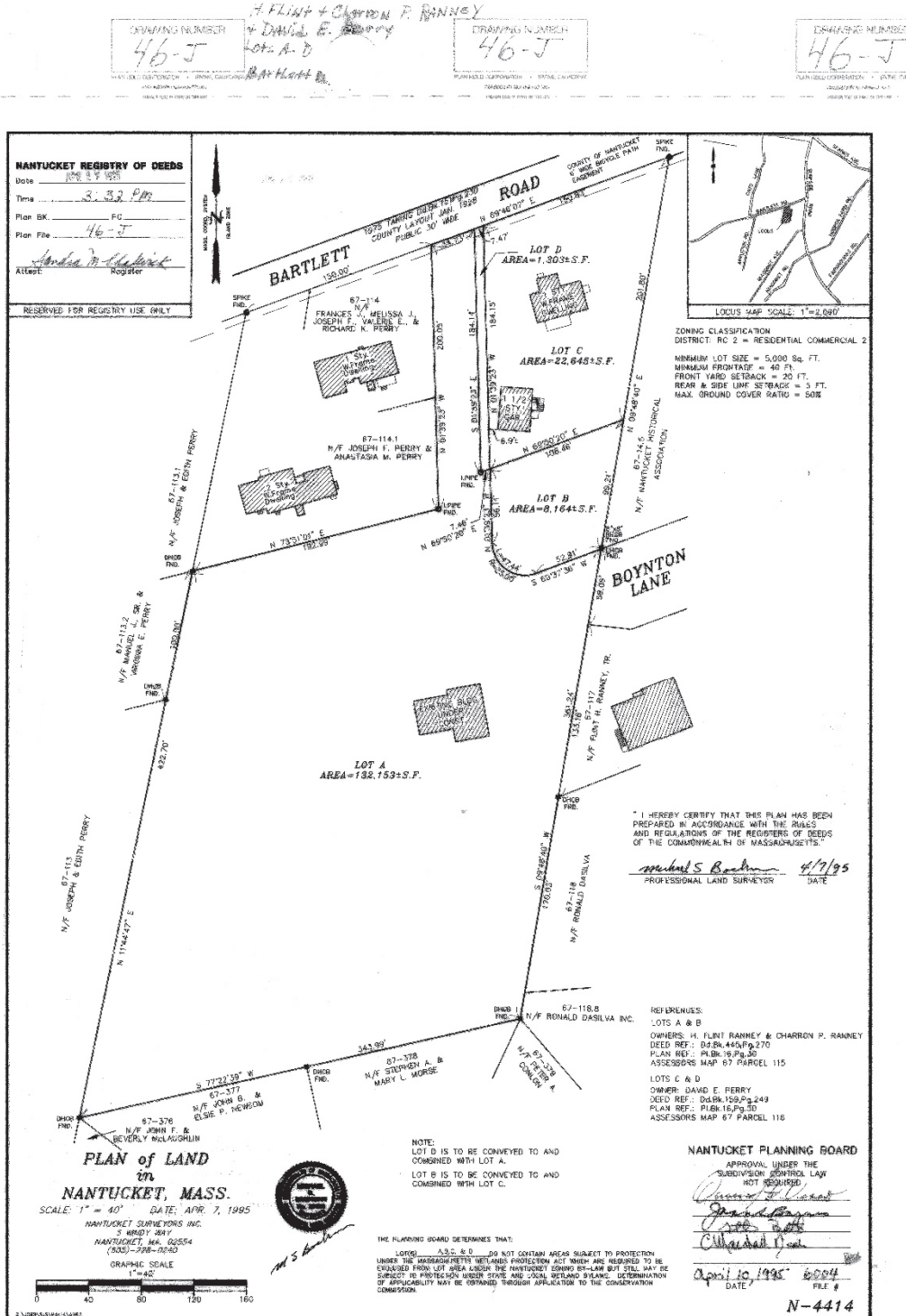
- A. Maps of the Property and surroundings
- B. Quitclaim Deed
- C. 2021 Housing Production Plan
- D. Draft Form of Ground Lease
- E. Draft Form of Land Development Agreement
- F. Building With Nantucket in Mind
- G. Comparative Evaluation Criteria
- H. Nantucket Zoning Bylaws
- I. Section 3 and 4 of Massachusetts One Stop Application
- J. Massachusetts' Building Energy Codes
- K. Nantucket's Coastal Resilience Plan

Required Documents:

- L. Certificate of Non-Collusion
- M. Tax Compliance Certificate
- N. Disclosure Statement for Transaction with a Public Agency Concerning Real Property
- O. Acknowledgement of Receipt of Documents

ATTACHMENT A "THE PROPERTY"

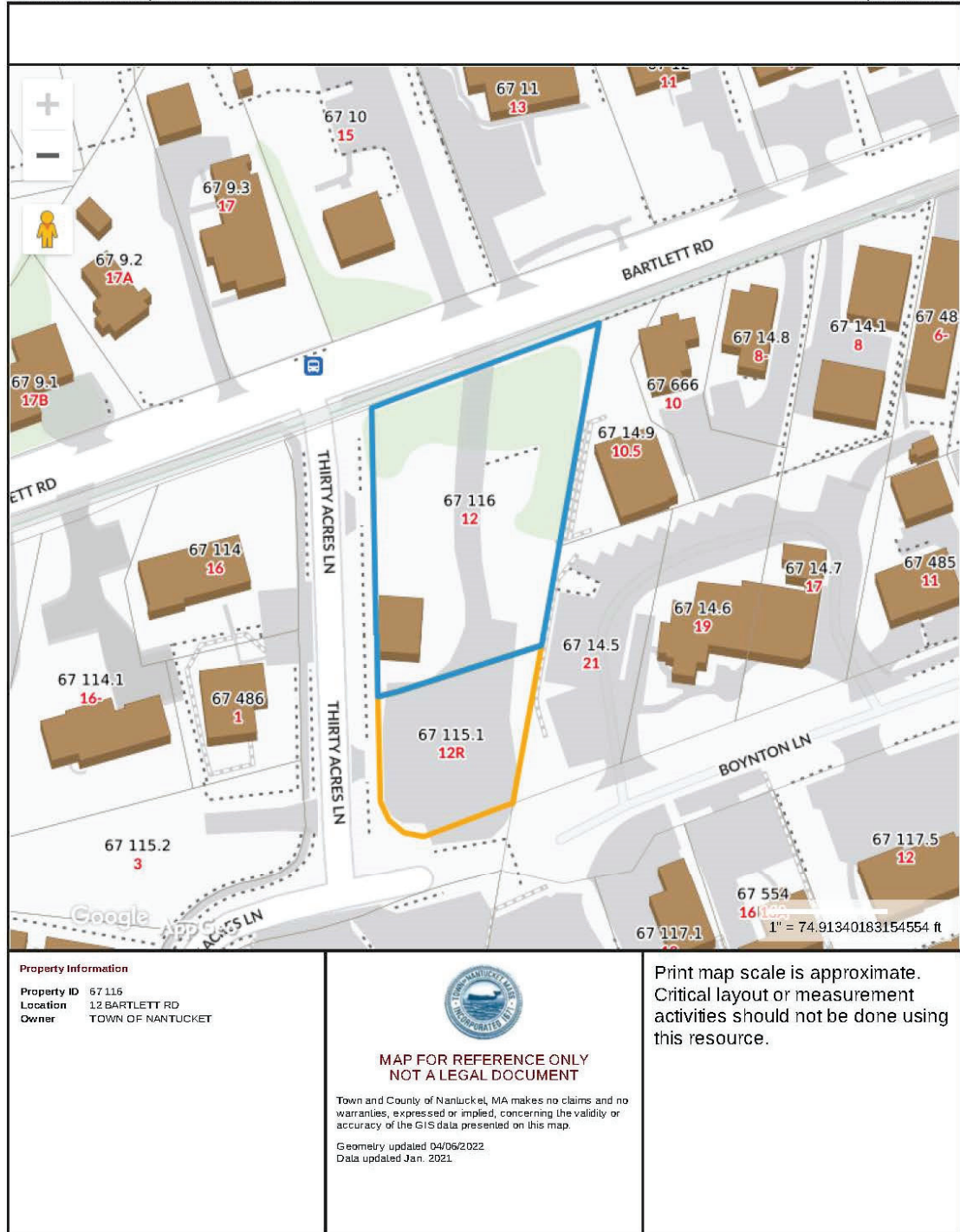
12 & 12R Bartlett Rd. (Lot C and Lot B)



12 + 12R Bartlett Rd. (GIS Map)

Town and County of Nantucket, MA

April 7, 2022





ATTACHMENT B QUITCLAIM DEED

Bk: 01885 Pg: 264



Bk: 1885 Pg: 264 Page: 1 of 4
Doc: DD 03/21/2022 12:46 PM

STATUTORY QUITCLAIM DEED

BEAR VAULT, LLC, a duly formed Massachusetts limited liability company with a mailing address of Two Whaler's Lane, Nantucket, Massachusetts 02554, for consideration paid in the amount of Two Million Seven Hundred Fifty Thousand and no/100ths (\$2,750,000.00) Dollars, grant to TOWN OF NANTUCKET AFFORDABLE HOUSING TRUST FUND, a Massachusetts municipal affordable housing trust created pursuant to G.L. c, 44, §55C, under Declaration of Trust dated February 8, 2010 and recorded in Book 1221, Page 20 at the Nantucket Registry of Deeds, as amended by First Amendment to Declaration of Trust dated September 25, 2014 and recorded in Book 1452, Page 272 at the Nantucket Registry of Deeds acting by and through its Board of Trustees, having an address of 2 Fairgrounds Road, Nantucket, Massachusetts 02554 with QUITCLAIM COVENANTS,

PARCEL ONE (12 Bartlett Road)

NORTHERLY by Lot C on plan hereinafter referenced, one hundred eight and 46/100 (108.46) feet;
NORTHEASTERLY by land now or formerly of the Nantucket Historical Association, ninety-nine and 21/100 (99.21) feet; and
SOUTHERLY fifty-two and 91/100 (52.91) feet,
SOUTHWESTERLY on a curved line, forty-seven feet and 44/100 (47.44) feet, and
WESTERLY fifty-six and 11/100 (56.11) feet, by Lot A on said plan.

Said land is shown as Lot B on plan prepared by Nantucket Surveyors, Inc., dated April 7, 1995, and recorded with Nantucket Deeds in Plan File 46-J.

PARCEL TWO (12R Bartlett Road)

NORTHERLY by Bartlett Road, one hundred fifty and 83/100 (150.83) feet;
NORTHEASTERLY by land now or formerly of the Nantucket Historical Association, two hundred one and 80/100 (201.80) feet;
SOUTHERLY by Lot B on plan hereinafter mentioned, one hundred eight and 46/100 (108.46) feet; and
WESTERLY by lot D on said plan, one hundred eighty-four and 15/100 (184.15) feet.

Said land is shown as Lot C on plan prepared by Nantucket Surveyors, Inc., dated April 7, 1995, and recorded with Nantucket Deeds in Plan File 46-J.

Said land is conveyed subject to the following matters:

- (a) Order of Taking of Bartlett Road as a public highway by the County of Nantucket dated October 29, 1975, recorded with Nantucket Deeds in Book 151, Page 230.
- (b) Order of Layout for the Bartlett Road Bike Path in favor of the County of Nantucket dated June 5, 1991, recorded with Nantucket Deeds in Book 366, Page 102.
- (c) Easement for the Bartlett Road Bike Path in favor of the County of Nantucket dated April 8, 1991, recorded with Nantucket Deeds in Book 366, Page 160.
- (d) Grant of Sight Easement dated January 9, 1996, recorded with Nantucket Deeds in Book 500, Page 141.
- (e) Grant of Sight Easement in favor of the Town of Nantucket dated October 13, 2006, recorded with Nantucket Deeds in Book 1044, Page 240.
- (f) Special Permit issued by the Nantucket Board of Appeals dated February 12, 2014, recorded with Nantucket Deeds in Book 1433, Page 170.
- (g) Special Permit issued by the Nantucket Planning Board dated December 11, 2017, recorded with Nantucket Deeds in Book 1663, Page 343.
- (h) Real estate taxes assessed by the Town of Nantucket for the fiscal year 2022.

Grantor hereby conveys the Property subject to an affordable housing restriction restricting the use of the Property to residential year-round affordable housing purposes, but if, despite Grantee's diligent efforts to use the Property for these purposes, Grantee is unable to do so, then Grantee, in its discretion, shall have the right to convey the Property to a third party on the express condition that one hundred percent (100 %) of the sale proceeds are deposited in Grantee's account to be used solely for affordable housing purposes. This Restriction shall run with the Property and any portion thereof, in perpetuity and is intended to conform to the provisions of M.G.L. c. 184, Section 26, unless in the event Grantee is unable to use the Property for these purposes, and Grantee conveys the Property to a third party and deposits one hundred percent (100%) of the proceeds into Grantee's account for use only for affordable housing purposes, in which case this Restriction shall be terminated.

No documentary deed stamps are due on this conveyance pursuant to. M.G.L. c. 64D, Section 1.

Grantor has elected not to be taxed as a corporation for federal tax purposes.

[SIGNATURE PAGE FOLLOWS]

Executed and sealed on this 17th day of March, 2022.

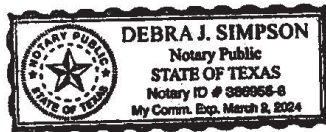
BEAR VAULT, LLC

By: Margaret E. Holland
Margaret E. Holland, Manager

STATE OF TEXAS ss.

COUNTY OF TARRANT ss.

On this 17th day of March, 2022, before me, the undersigned notary public, personally appeared Margaret E. Holland, Manager of Bear Vault, LLC and proved to me through satisfactory evidence of identification, which was a valid Texas Driver License, to be the person whose name is signed on the preceding or attached document, and acknowledged to me that she signed voluntarily, as her free act and deed, in her capacity as Manager of Bear Vault, LLC, for its stated purpose and who swore or affirmed to me that the contents of the document are truthful and accurate to the best of her knowledge and belief.



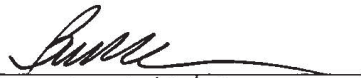
Debra J. Simpson
Notary Public in and for the State of Texas
My Commission Expires: 03-02-2024

NANTUCKET LAND BANK CERTIFICATE	
☐ Paid \$	
☒ Exempt	<u>A</u>
☐ Non-applicable	
No. <u>44418</u>	Date <u>3/21/22</u>
Authorization <u>SH</u>	

ACCEPTANCE OF DEED

On this 21 day of March, 2022, we, the duly authorized Trustees of the Town of Nantucket Affordable Housing Trust Fund, acting pursuant to provisions of G.L. c. 44, §55C, under a Declaration of Trust dated February 8, 2010 and recorded with the Nantucket County Registry of Deeds in Book 1221 Page 20, as amended by First Amendment to Declaration of Trust dated September 25, 2014, recorded with said Deeds in Book 1452, Page 272, hereby accept the foregoing deed from Bear Vault, LLC to property located at 12 and 12R Bartlett Road, Nantucket, Massachusetts.

Town of Nantucket Affordable Housing Trust Fund
By its Board of Trustees

By: 
Brook Mohr, Trustee and
Vice Chair

COMMONWEALTH OF MASSACHUSETTS

Nantucket ss.

On this 21 day of March, 2022 before me, the undersigned notary public, personally appeared Brooke Mohr, Trustee and Vice Chair of the Town of Nantucket Affordable Housing Trust Fund, proved to me through satisfactory evidence of identification, which was personal knowledge, to be the person whose name is signed on the preceding document, and acknowledged to me that she signed it voluntarily for its stated purpose as Trustee and Vice Chair of the Town of Nantucket Affordable Housing Trust Fund.


Notary Public
My Commission Expires:

804289/NANT 19710/0012



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

**ATTACHMENT C
NANTUCKET HOUSING PRODUCTION PLAN**

THE NANTUCKET CHAPTER 40B HOUSING PRODUCTION PLAN (2021) CAN BE FOUND ON THE TOWN OF NANTUCKET'S WEBSITE AT THE FOLLOWING ADDRESS:

[HTTPS://NANTUCKET-MA.GOV/DOCUMENTCENTER/VIEW/40859/NANTUCKET-HOUSING-PRODUCTION-PLAN-2021-PDF](https://nantucket-ma.gov/documentcenter/view/40859/nantucket-housing-production-plan-2021-pdf)

ATTACHMENT D
DRAFT FORM OF GROUND LEASE

[TO BE ATTACHED UPON COMPLETION OF TOWN COUNSEL]

ATTACHMENT E
DRAFT FORM OF LAND DEVELOPMENT AGREEMENT

[TO BE ATTACHED UPON COMPLETION OF TOWN COUNSEL]

ATTACHMENT F
"BUILDING WITH NATUCKET IN MIND"

***"BUILDING WITH NATUCKET IN MIND"* CAN BE LOCATED ON THE TOWN OF
NANTUCKET'S HISTORIC DISTRICT COMMISSION'S PAGE AT:**

[HTTPS://NANTUCKET-MA.GOV/537/BUILDING-WITH-NANTUCKET-IN-MIND](https://nantucket-ma.gov/537/building-with-nantucket-in-mind)

ATTACHMENT G
COMPARATIVE EVALUATION CRITERIA
12 + 12R BARTLETT RD. NANTUCKET HOUSING PROJECT

	NOT ADVANTAGEOUS	ADVANTAGEOUS	HIGHLY ADVANTAGEOUS
DEVELOPER EXPERIENCE & CAPACITY (TEAM)			
• Demonstrated experience in and capability for designing, permitting, developing and managing similar residential projects • Outcome of comparable projects • Demonstrated experience securing financing for similar projects • Experience developing energy efficient homes • Property management experience with similar projects • The quality of the team's reputation and references, particularly in terms of its regulatory track record and ability to complete projects as proposed • Success in marketing approach, including affirmative fair housing marketing plans and lottery, meeting State requirements • Successful long-term management approach	Development team members have had only minimal experience in the development of projects with similar scope (i.e., less than 5 years), including legal, design, development, financing, and management experience with rental housing	1) Development team members have had significant experience in the development of projects of similar scope (i.e., 5-7 years), including significant legal, design, financing, affordable housing management, and development experience 2) Energy efficient buildings part of standard development approach.	1) Development team members have had significant and substantial experience in the development of affordable housing project of similar scope (i.e., 8 or more years), including significant legal, design, financing, affordable housing management, and development experience 2) Energy efficient design is their standard approach to design and development

	NOT ADVANTAGEOUS	ADVANTAGEOUS	HIGHLY ADVANTAGEOUS
AFFORDABILITY			
- Proposal meets the greatest level of affordability fiscally possible - Proposal meets requirements to have all units qualify on the SHI list - Addresses the Town's desire to work to provide at least 25% of affordable units and 10% of market units allocated to municipal employee use, if approved by DHCD	The proposal does not meet the requirements of the Town's Zoning Bylaws and contains less than 25% of the units affordable to households at 80% or less AMI	The proposal meets the requirements of the Town's Zoning Bylaws and contains 25% of the units affordable to households at 80% AMI or less and the proposal complies with DHCD Guidelines for local preferences including the municipal employee preference	The proposal meets the requirements of the Town's Zoning Bylaws and contains at least 25% of the units affordable to households at 80% AMI or less and the proposal complies with DHCD guidelines for local preferences including the municipal employee preference.
NUMBER OF UNITS AND PERMITTING			
Workforce rental housing pursuant to Nantucket Zoning Bylaws	Proposal is for fewer than 6 units and does not clearly address the permitting for the project, or in excess of 14 units if it is permitted as a Chapter 40B project.	Proposal is for 7-8 units permitted by Nantucket Zoning Bylaws, or for no more than 14 units if permitted as a "friendly Chapter 40B" project.	Proposal has more units permitted by Nantucket Zoning Bylaws

	NOT ADVANTAGEOUS	ADVANTAGEOUS	HIGHLY ADVANTAGEOUS
SITE DESIGN			
• Thoughtful and efficient site design, minimizing impervious surfaces • Uses standards of low impact development • Underground utilities • Exterior lighting – minimal impact to neighbors • Buffer to neighboring properties • Storm water management • Landscape plan including parking area • Area designated for snow • Adequate screened visitor parking • Central trash and recycling area, appropriately screened	Proposal fails to include or address all site design criteria	The proposal meets or exceeds all design requirements of the RFP with thoughtful traffic flow, buildings siting, minimal impact of exterior lighting, and development design.	Proposal meets or exceeds all design requirements of the RFP with thoughtful traffic flow, buildings siting, minimal impact of exterior lighting, and development design.

	NOT ADVANTAGEOUS	ADVANTAGEOUS	HIGHLY ADVANTAGEOUS
BUILDING DESIGN			
- Exterior design and materials is of high quality, while remaining compatible with local historical design, including the use of historic colors - Creative design that is cost effective and high quality - Interior layouts meet a variety of family-type needs - Finishes support durability and low-maintenance for tenant - Management office on-site with storage - Adequate tenant dry, temperature controlled storage (in basement)	Design appears incongruous with local historical design patterns, interior lay-outs not effective use of space	Proposal creates a development that reflects local historical design and efficient interior layouts, creating a desirable neighborhood	Proposal articulates a compelling development vision that is cost effective, and an attractive design and efficient use of interior space reflects local historical design
	NOT ADVANTAGEOUS	ADVANTAGEOUS	HIGHLY ADVANTAGEOUS
FINANCIAL FEASIBILITY			
- Adequacy of proposed budgets (development and operating) - Appropriateness of rents in relation to market - Track record of securing proposed conventional and subsidy financing - No financial support from the Town except for the contribution of the proposed land	Proposal does not demonstrate an understanding of development costs and operating budgets for affordable housing and requires Town's additional monetary support or infrastructure	Proposal contains realistic development and operating budgets and evidence of success in securing necessary financing and includes application for additional financial support for Town CPC or AHTF grants	Proposal contains realistic development and operating budgets and evidence of high degree of success in securing necessary financing and other sources of funding and does not include an additional financial support from the Town

	NOT ADVANTAGEOUS	ADVANTAGEOUS	HIGHLY ADVANTAGEOUS
REFERENCES & SITE VISITS			
- References – a minimum of three municipal references, include references from all projects undertaken in the last 10 years - Site visits – the selection committee may choose to visit proposers' completed projects	1) Minimum of 3 references not met, or references were poor and/or inadequate 2) Properties visited were in poor condition. Evidence of widespread resident dissatisfaction	1) Strong references reflecting projects came in on time and within budget, good property management structure 2) Properties visited were in good condition, site layout was efficient, buildings were well designed, and residents were overall satisfied and there is no evidence of systemic issues	1) Strong references reflecting timely completion, excellent budget control, proper management structure 2) Properties visited were in excellent condition, high degree of professionalism of developer 2) Properties visited were in excellent condition, site layout and landscaping excellent, excellent building design and use of energy efficient and durable materials. Written evidence of broad residents' support of the project including testimonials

**ATTACHMENT H
NANTUCKET ZONING BYLAWS**

THE TOWN OF NANTUCKET ZONING BYLAWS CAN BE FOUND ON THE TOWN OF NANTUCKET'S WEBSITE AT THE FOLLOWING ADDRESS:

[HTTPS://NANTUCKET-MA.GOV/445/TOWN-OF-NANTUCKET-BYLAWS](https://nantucket-ma.gov/445/town-of-nantucket-bylaws)

ATTACHMENT I
SECTIONS 3 AND 4 OF THE MASSACHUSETTS “ONE STOP” APPLICATION
FOR THE MASSACHUSETTS “ONE STOP” AFFORDABLE HOUSING FINANCE
(SECTIONS 3 AND 4) APPLICATION, PLEASE GO TO THE MASS.GOV WEBSITE AT:

[HTTPS://WWW.MASS.GOV/GUIDES/COMMUNITY-ONE-STOP-FOR-GROWTH](https://www.mass.gov/guides/community-one-stop-for-growth)

ATTACHMENT J
ENERGY EFFECIENCY - MASSACHUSETTS' BUILDING ENERGY CODES

MASSACHUSETTS' BUILDING ENERGY CODES CAN BE FOUND ON THE TOWN OF NANTUCKET'S WEBSITE AT THE FOLLOWING ADDRESS:

[HTTPS://WWW.MASS.GOV/INFO-DETAILS/BUILDING-ENERGY-CODE](https://www.mass.gov/info-details/building-energy-code)

**ATTACHMENT K
NANTUCKET'S COASTAL RESILIENCE PLAN**

**NANTUCKET'S COASTAL RESILIENCE PLACE CAN BE FOUND ON THE TOWN OF
NANTUCKET'S WEBSITE AT THE FOLLOWING ADDRESS:**

**[HTTPS://WWW.NANTUCKET-MA.GOV/DOCUMENTCENTER/VIEW/40278/NANTUCKET-COASTAL-
RESILIENCE-PLAN-PDF](https://www.nantucket-ma.gov/documentcenter/view/40278/nantucket-coastal-resilience-plan-pdf)**

**ATTACHMENT L (REQUIRED)
CERTIFICATE OF NON-COLLUSION**

/

ATTACHMENT M (REQUIRED)
TAX COMPLIANCE CERTIFICATE

TAX COMPLIANCE CERTIFICATION

Pursuant to M.G.L. 62C, §49A, I certify under the penalties of perjury that, to the best of my knowledge and belief, I am in compliance with all laws of the Commonwealth relating to taxes, reporting of employees and Concessionaires, and withholding and remitting child support.

Federal Employer ID Number

Name of Corporation

President's Signature

Date

Please Print Name

ATTACHMENT N (REQUIRED)
DISCLOSURE STATEMENT FOR TRANSACTION WITH A PUBLIC AGENCY
CONCERNING REAL PROPERTY

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: Two certain parcels of land in Nantucket, Massachusetts located at 12 and 12R Bartlett Road shown as Lots C and B respectively on a plan of land entitled " Plan of Land in Nantucket, Mass.," dated] April 7, 1995, prepared by Nantucket Surveyors, Inc., recorded with Nantucket County Registry of Deeds as Plan File 46-J.

(2) Type of Transaction, Agreement, or Document:

Lease of property by Town of Nantucket Affordable Housing Trust Fund

(3) Public Agency Participating in Transaction:

Town of Nantucket Affordable Housing Trust Fund, 2 Fairgrounds Road,
,Nantucket, Massachusetts 02554

(4) Disclosing Party's Name and Type of Entity (if not an individual):

(5) Role of Disclosing Party (Check appropriate role):

____ Lessor/Landlord ☒ Lessee/Tenant

____ Seller/Grantor ____ 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

- (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 (insert “none” if none):
- (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.

Print Name of Disclosing Party (from Section 4, above)

Authorized Signature of Disclosing Party

Date :

Print Name & Title of Authorized Signer

ATTACHMENT O (REQUIRED)
ACKNOWLEDGEMENT OF RECEIPT OF DOCUMENTS

TOWN OF NANTUCKET

DOCUMENT ACKNOWLEDGMENT FORM WORKFORCE AFFORDABLE RENTAL

HOUSING DEVELOPMENT RFP

**I ACKNOWLEDGE RECEIPT OF THIS REQUEST FOR PROPOSALS AND ALL
ADDENDA AND UNDERSTAND I MUST ENCLOSE THIS SIGNED
ACKNOWLEDGEMENT AS PART OF MY PROPOSAL.**

Company Name

Signed

Date

XI. Annual Town Meeting Housing Articles

ATM 2024 Housing-Related Articles

- Article 8 - Appropriation: Fiscal Year 2025 General Fund Operating Budget
 - This article would allow the Town to transfer \$6.6m from free cash to the Affordable Housing Trust Fund
- Article 20 – Appropriation: Affordable Housing Trust Fund
 - This article would authorize the Affordable Housing Trust to borrow \$45,000,000 for affordable housing.
- Article 38 - Zoning Bylaw Amendment: Height Limitation – Affordable Housing
 - This article would allow the maximum height limit to be 40 feet when a minimum of 25% of units in the structure are eligible for inclusion on the SHI list in both the CMI and CN districts.
- Article 42 - Zoning Bylaw Amendment: Residential Development Options – Flex Development, Protected Open Space
 - This article would allow the Planning Board to waive the open space restriction on a Flex Development if at least 25% of the development is for Affordable Housing
- Article 58 - Zoning Bylaw Amendment: New Section 139.9 - Middle Income Inclusionary Housing
 - **NEED NEW LANGUAGE**
- Article 79 - Home Rule Petition: Community Housing Bank Real Estate Transfer Fee
 - This HRP would authorize the Town to impose a real estate transfer fee for affordable and workforce housing.
- Article 80 - Home Rule Petition: Authorization for Year-Round Housing Occupancy Restriction
 - This HRP would allow the AHTF to acquire year-round housing occupancy restrictions

Municipal Housing-Related Articles

- Article 11 – Town Employee Feasibility Costs
 - This article would authorize the Town to appropriate funds for a feasibility study and design services to develop municipal housing on town-owned lots
- Article 12 – Real Estate Acquisition/ Appropriation: 31 Western Ave
 - This article would authorize the Select Board to acquire 31 Western Ave for municipal purposes.
- Article 99 - Real Estate Acquisition: 75A, 75B and 77 Bartlett Road
 - This article would authorize the Select Board to purchase 75A, 75B, and 77 Bartlett Road for municipal use, which may include municipal housing.

XII - Communications Strategy

Type text here



Nantucket Affordable Housing Trust Annual Town Meeting 2021

How Monies Have Been Spent To Date & What Is Still Needed

Project Name	Amount Spent from Neighborhood First & CPC \$25 million	Estimated Additional Amount Needed
135 & 137 Orange Street	\$3,500,000 for land purchase	\$7,500,000 for construction subsidy
Habitat - 31 Beach Grass Road	\$975,000 for construction	n/a
Vesper Lane (UMass property)	\$2,600,000 for land acquisition & \$500,000 for site work	\$6,500,000 for construction subsidy
31 Fairgrounds	\$3,600,000 for land acquisition & \$6,750,000 loan for construction	n/a
Richmond Wildflower Acceleration	\$925,000 grant for affordability buy-down & \$1,675,000 loan for accelerated construction	n/a
Ticcoma Green	n/a	\$5,000,000 for construction subsidy
TBD Pocket Development Site	\$3,000,000 for land purchase	\$5,000,000 for construction subsidy
Total:	\$23,525,000 spent	\$24,000,000 for ongoing Safe Harbor maintenance

Notes:

- \$6,750,000 of 31 Fairgrounds funding is a 50 year note, to be paid back to the Trust
- \$1,675,000 of Richmond Wildflower Acceleration project is a loan, to be paid back to the Trust
- The TBD Pocket Development Site is a potential purchase currently under consideration by the Trust

Affordable Housing Trust Funding Articles - ATM 2021

Article 32



Appropriation: Fiscal Year 2022 Community Preservation Committee/Beaugrand

\$800,000 Affordable Housing Trust

Use is as a subsidy for Habitat for Humanity and Housing Nantucket SHI-eligible rental and ownership housing development.

This appropriation stems from an approved application to the CPC from the Trust, submitted in fall of 2020.

Article 38



Affordable and Year-round Housing Stabilization Fund/Reade

2/3 of Room Occupancy Tax revenue to be directed to stabilization fund If this measure were to pass, same uses generally as Articles 8, 10 and 24 Stabilization fund requires a 2/3 majority vote at a future Town Meeting to take funds out for usage.

Article 97



Home Rule Petition: Allocate Portion of Land Bank Real Estate Transfer Fee to Support Year-Round Housing/Mohr

¼ of Land Bank fee directed to Affordable Housing Trust for a period of 20 years

No ballot measure, but would take a Home Rule Petition and a change to the current Land Bank legislation to enact the change.

If this measure were to pass, same uses generally as Articles 8, 10 and 24 as well as for a down payment assistance & shared equity programs to enhance year-round home ownership opportunities.

Affordable Housing Trust Funding Articles - ATM 2021

Article 8



Appropriation: Fiscal Year 2022 General Fund Operating Budget

\$485,000 for Housing Office

To cover Housing Office operations including staff, professional fees, Closing Cost Assistance Program, public outreach, marketing, & training.

Article 10



Appropriation: General Fund Capital Expenditures

\$1,625,000 for Affordable Housing Trust

(including authorization for a portion being eligible to be used to support bonding of up to \$6.5 million)

Use is for support of Housing Nantucket, Habitat and Town-sponsored year-round housing construction projects that are SHI-eligible, serving households in the 30% - 200% AMI range, as well as affordability buy-down of private owner / developer units.

Article 23



Appropriation: Affordable Housing Trust Fund

Note that the allocation in Article 8 replaces this intended appropriation/article

Article 24



Appropriation: Affordable Housing Trust Fund

\$7,500,000 (bonding authorization for this debt exclusion)

This has a companion ballot measure

Principal use is as a subsidy for Town-sponsored year-round housing that is SHI-eligible, serving households in the 30% - 200% AMI range.

Safe Harbor

Projects (units) that contribute to our current & upcoming periods

to June 13, 2021
(current period)

Richmond Development (48 units)
7 Surfside (4 units)

2021-2023

31 Fairgrounds (22 units)
Benjamin Drive (3 units)
Richmond Wildflower Acceleration (24 units)
Ticcoma Green (64 units)

2023-2024

135 & 137 Orange Street (24 units)

2024-2025

Vesper Lane &
Pocket Development Site (25+ units)

To learn more about Chapter 40B, the Subsidized Housing Inventory list, and why Nantucket is so focused on both, scan the code below.



From: [Florencia Rullo](#)
To: [Ellis Ramos](#); [Hayley Cooke](#)
Cc: [Kristie Ferrantella](#)
Subject: Re: Housing Communication Strategy
Date: Wednesday, March 13, 2024 3:54:05 PM
Attachments: [image001.png](#)
[image002.png](#)
[ARTICLE 11 \(APPROPRIATION- TOWN EMPLOYEE HOUSING FEASIBILITY COSTS\) - BALLOT QUESTION 1 FINAL.docx](#)
[ARTICLE 12 \(APPROPRIATION- Acquisition of 31 Western Avenue\) FINAL.docx](#)

Hi Ellis,

We are working on our regular Town Meeting videos for Articles 11 and 12, scripts attached. The wording has been approved by Libby and Town Counsel. Once we have these ready, we plan to share them in social media, Channel 8, with the media, etc.

What Housing can do:

- Start drafting a Housing e-news dedicated to Town Meeting.
- Start drafting ideas for social media posts. Maybe just the wording and send it to us so we can adjust to our social media audience.
- For the website, if you have what we discussed regarding the website, you can start sending the information to us. Finding Housing websites that you like, thinking about how you want to rearrange the information, etc. What we discussed at our last meeting
- For the Housing advocates video, I am not sure the Comms Office nor the Housing Office would be able to do that. It is my understanding that Town information should be impartial. You'll need to explain more what the idea is, but we cannot say things like VOTE YES.

Florencia Rullo
Communications Manager
[Town of Nantucket](#)



This electronic message and any attached files contain information from the Town of Nantucket that may be privileged and/or confidential. The information is intended for the recipient named above, and use by any other person is not authorized. If you are not the intended recipient, any disclosure, distribution, copying, or use of this information is strictly prohibited. If you have received this message in error, please notify the sender by e-mail immediately. Also, please be advised that the Secretary of State's office has determined that most e-mails sent to and from municipal officials are considered to be public records and consequently may be subject to public disclosure.

From: Ellis Ramos <eramos@nantucket-ma.gov>

From: [Florencia Rullo](#)
To: [Ellis Ramos](#); [Hayley Cooke](#)
Cc: [Kristie Ferrantella](#)
Subject: Re: Housing Communication Strategy
Date: Wednesday, March 13, 2024 3:54:05 PM
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From: Ellis Ramos <eramos@nantucket-ma.gov>

Date: Wednesday, March 13, 2024 at 3:10 PM

To: Florencia Rullo <frullo@nantucket-ma.gov>, Hayley Cooke <hcooke@nantucket-ma.gov>

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

Subject: Housing Communication Strategy

Hey Florencia and Hayley.

Kristie and I meet with Meg Browsers Trust member, we are working on a communication strategi before Annual Town Meeting.

We talked about maybe doing 2 series of posts, the first one would be text and pictures on our socials and the second would be a series of videos from Housing Advocates starting end of March to May 7th.

Also, we would like to move forward with the quarterly Housing newsletter.

Also, we would like to work on the website , to make sure that the community has all the information about Housing available to them.

We will provide all the text and the script for the videos.

Could you please let me know how much time in advance you would need to get the material before posting? And what format you would like it to be? We are trying to create a calendar to make it as easy as possible.

Thanks,

Ellis

Ellis J Ramos

Housing and Real Estate Office Manager

Town of Nantucket

16 Broad Street

Nantucket, MA 02554

(508) 228 7200 ext. 7133

eramos@nantucket-ma.gov

Date: Wednesday, March 13, 2024 at 3:10 PM

To: Florencia Rullo <frullo@nantucket-ma.gov>, Hayley Cooke <hcooke@nantucket-ma.gov>

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

Subject: Housing Communication Strategy

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Thanks,

Ellis

Ellis J Ramos

Housing and Real Estate Office Manager

Town of Nantucket

16 Broad Street

Nantucket, MA 02554

(508) 228 7200 ext. 7133

eramos@nantucket-ma.gov

XIII - Year Round Deed Restriction

Nantucket Affordable Housing Trust Fund Nantucket Year-Round Housing Program (Pilot) Guidelines

The Nantucket Affordable Housing Trust (NAHT) is offering a pilot program to create year-round housing as described in these Program Guidelines. The purpose of this program is to provide housing stability, security, and affordability for people living or working year-round in Nantucket. Toward that end, the NAHT will offer a financial incentive to existing homeowners and prospective homebuyers the opportunity to place a permanent deed restriction limiting the sale or rental of their homes to year-round resident residents of Nantucket. The NAHT will hold the deed restriction on behalf of the Town of Nantucket.

The NAHT has determined that investing public funds in this program is necessary for the quality of life in Nantucket and the well-being of its residents. Due to Nantucket's international recognition as a desirable place for owning a seasonal or vacation home, there is not enough housing that is both affordable to and available for purchase or rent by people who make the town a true community: those who work for the Town and other employers on the island, the small businesses that provide services to year-round residents, seasonal residents, and visitors, and the civic volunteers and retired residents who live here full-time.

Today, the Town of Nantucket and other local employers have job vacancies they cannot fill due to the shortage of reasonably priced housing available for purchase or rent. Although participation in the Nantucket Year-Round Housing Pilot Program is not limited to people who currently work full-time in Nantucket, it is designed to create year-round housing opportunities now to provide housing island's current and future workforce.¹

During the effective period of Pilot Program period, the AHT's total investment in year-round restriction purchases shall not exceed \$.²

Program Requirements

Program Terms	Definition
Program Administrator	Nantucket Affordable Housing Trust
Eligible Participants	Existing year-round homeowners or prospective year-round homebuyers with a total household income not exceeding the household income limits established by the AHTF.
Year-Round Resident	In this program, year-round resident means a household residing in Nantucket for a minimum of 10 months per year. <i>Should there be a</i>

¹ This is my take on the program purpose statement. Edit as you see fit!

² Items in red are suggested program language; need discussion.

Program Requirements

Program Terms	Definition																												
	<i>minimum period within which applicants have lived in Nantucket on a year-round basis? Raises fair housing concerns for me, but a number of programs have minimum residency provisions.</i>																												
<i>Nantucket Employee</i>	<i>An employee working in Nantucket who works at least 30 hours per week, on average, on an annual basis or earns 75% of her income and earnings by working in Nantucket; or</i> <i>A retired individual, 65 years or older, who has worked at least 5 years in Nantucket for at least 30 hours per week, on average, on an annual basis; or</i> <i>A person who derives income from self-employment whose business is situated in Nantucket.]]³</i>																												
Nantucket Year-Round Resident Deed Restriction	The deed restriction to be recorded with the registry of deeds to preserve the dwelling unit as a year-round residence, subject to the terms and conditions of this Program.																												
Maximum Household Income	Shall not exceed 240 percent of the Nantucket County Household Income Limits, adjusted for size, established by the U.S. Department of Housing and Urban Development (HUD).																												
	<table><tr><td>Household Size</td><td>50% AMI</td><td>100% AMI</td><td>240% AMI</td></tr><tr><td>1</td><td>\$50,800</td><td>\$101,600</td><td>\$243,840</td></tr><tr><td>2</td><td>\$58,050</td><td>\$116,100</td><td>\$278,640</td></tr><tr><td>3</td><td>\$65,300</td><td>\$130,600</td><td>\$313,440</td></tr><tr><td>4</td><td>\$72,550</td><td>\$145,100</td><td>\$348,240</td></tr><tr><td>5</td><td>\$78,400</td><td>\$156,800</td><td>\$376,320</td></tr><tr><td>6</td><td>\$84,200</td><td>\$168,400</td><td>\$404,160</td></tr></table>	Household Size	50% AMI	100% AMI	240% AMI	1	\$50,800	\$101,600	\$243,840	2	\$58,050	\$116,100	\$278,640	3	\$65,300	\$130,600	\$313,440	4	\$72,550	\$145,100	\$348,240	5	\$78,400	\$156,800	\$376,320	6	\$84,200	\$168,400	\$404,160
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	*Calculation of 240% AMI is based on the 50% and 80% income limits set annually by the U.S. Department of Housing and Urban Development (HUD).																												

³ If you want to include a definition of Year-Round Employee, you could provide an exemption for a person who works for an off-island employer if the person can prove that the residence for which she seeks an exemption under these Guidelines is her primary residence.

Program Requirements

Program Terms	Definition
Maximum Sale Price of The Property	The maximum affordable purchase price for a household whose income does not exceed the Maximum Household Income.
<i>Incentive for Increased Affordability</i>	<i>The Program Administrator may provide additional funding to a first-time homebuyer in the form of a purchase price buydown to create a year-round unit affordable to Eligible Participants with annual household income not exceeding 175% AMI. The buydown assistance will be secured by an affordable housing deed restriction that incorporates all the provisions of the Nantucket Year-Round Resident Deed Restriction in addition to a resale price capped at an amount affordable to households with income not exceeding 175% AMI.</i>
Eligible Properties	Single family homes, condominiums, townhouses, or duplexes taxed as residential real estate in the Town of Nantucket, not encumbered by any other restriction, right of first refusal, or any type of land use regulatory restriction that would conflict with the purposes of the Nantucket Year-Round Housing Program.
Primary Residence	The deed-restricted year-round unit must be occupied by an Eligible Participant as their primary residence, i.e., living [<i>and working?</i>] in Nantucket <i>at least</i> 10 months per year.
Short-Term Rental Prohibition	No deed-restricted year-round dwelling shall be used as a short-term rental as defined in Chapter 123 of the Town of Nantucket Code.
Deed Restriction	A Nantucket Year-Round Resident Deed Restriction will be recorded against the property with the Nantucket Registry of Deeds.
Term of Restriction	The deed restriction is perpetual and runs with the property and all future resale transactions. The property must remain the primary residence of any future buyer. Eligible Participants agree to recertify their eligibility as an Eligible Participant annually.
AHTF Payment	Negotiated; shall be the minimum necessary to achieve the Program's purposes [<i>subject to an absolute cap of \$ or N% of the market value of the home?</i>] [<i>do you want to set a different payment structure for YR units affordable at income levels below 240% AMI?</i>]

Program Requirements

Program Terms	Definition
Other Real Estate	The Eligible Participant may not own any other residential real estate at the time of purchase or for the period during which the Eligible Participant owns the property.
Annual Recertification	Eligible Participants must certify their eligibility as a Year-Round Resident annually.
Future Resale	The Program Administrator shall approve all future buyers. A waitlist of Eligible Participants will be maintained by the AHTF.
Application; Processing	The Program Administrator will review and render a decision within <i>two weeks</i> of receipt of an application. Upon notification of approval, the Eligible Participant will execute a deed restriction purchase agreement with the AHTF.
Other	These Guidelines are subject to change and changes are binding upon the applicant. Applications may be denied based on the physical condition of the proposed property, concerns with the purchase agreement or a determination that the deed restriction purchase is not in the best interest of the Town. Program is subject to market conditions.

From: [Judi Barrett](#)
To: [Kristie Ferrantella](#)
Cc: [Ellis Ramos](#)
Subject: Re: Pilot Program for Year-Round Housing Restrictions
Date: Tuesday, February 20, 2024 1:04:13 PM

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.

What time is this topic in the Trust's agenda today? I'm in Austin at the ULI Housing Conference and trying to plan my schedule. Thank you!

Judi Barrett
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On Sat, Feb 17, 2024 at 16:02 Judi Barrett <judi@barrettplanningllc.com> wrote:

Kristie,

Here, finally, is the draft program description. I want to explain a couple of things that I think you and the Housing Trust members will want to know.

We are working with an off-island non-profit to study the feasibility of creating a year-round deed restriction program in another seasonal location. Between our work for you and for the other client, we have identified a number of programs similar to Vail InDEED, though there are noteworthy differences between them, too. Several other programs operate in Colorado (including elsewhere in Eagle County, where Vail is located), and in California, and we found one in Michigan as well. We're still investigating that one.

There have clearly been *a lot* of policy discussions by the towns and other organizations involved about what they think they need to achieve and how best to get there. What is clear is that in almost all cases, the year-round restriction program provides funding to secure the restriction at the point of sale, i.e., when an eligible year-round resident finds a home to buy and needs the purchase price reduced in order to make it affordable. These programs pay for what amounts to a purchase price buydown and the homebuyer has to agree to the perpetual year-round occupancy restriction. They do not offer an option for an existing homeowner to receive a payment in exchange for restricting their home for year-round occupancy and then remain in the unit for as long as they wish. My guess is that the programs with point-of-sale assistance are promoting their programs as workforce housing. It's also much easier to administer - I think, based on what we've learned.

Some programs also provide an additional incentive to create a *price-restricted* unit. This means they offer two types of deed restrictions: a restriction requiring year-round occupancy and a restriction requiring both year-round occupancy *and* an affordable housing restriction on the income of the homebuyers. In the draft guidelines, you will see that I've included this type of option for discussion by the Housing Trust.

We found only one program that provides for deed-restricted rental units. Lease-to-Locals is definitely out there as an option in a number of places, but not a deed-restricted option. Also, we found at least one program that specifically provides help to employers to create employer-owned units. It seems that most deed restriction programs do not have that feature. however.

My final comment is this. I was at a public meeting on the Cape recently where the spokesperson for a regional non-profit said, in so many words, that Barnstable County can't build its way out of the housing crisis that exists there. He specifically mentioned Vail as a way of thinking about how to buy the County's way out of the problem. I must say, I cringed a little. It seems that most people don't understand that Vail and almost all the other communities we've reviewed are not simply operating purchase-of-restriction programs. Vail also has land use regulations requiring inclusion of year-round units just as so many communities already require affordable units. We didn't find any community that had put all their eggs in one basket, so to speak: more often than not, year-round deed restriction programs are operating alongside zoning requirements that exact year-round housing from the development process. I mention this because while Housing Trust members may understand the need for multiple ways to tackle the year-round housing issue, the general public may not.

An ironic twist, in closing: last fall, Vail was ordered to pay one of the ski resorts \$17.5 million to stop construction of employee housing on the resort's land. More than I can get into here, but the story sheds light on how easily new development and environmental concerns can collide, even in communities that know they need workforce housing.

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(she, her, hers)
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