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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, May 21st, 2024 @ 12:30 PM**
Location / Address	**REMOTE PARTICIPATION *VIA* ZOOM (*See Below*)** **THE MEETING WILL BE AIRED AT A LATER TIME ON THE TOWN'S GOVERNMENT TV YOUTUBE CHANNEL AT** **https://www.youtube.com/channel/UC-sgxA1fdoxteLNzRAUHIxA**
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 05-21-24
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/89074589017?pwd=38P10GohDOzZXsIFOuNuY87g5d7hfG.1

Meeting ID: 890 7458 9017
Passcode: 976312

I. Call to Order

II. Approval of Agenda – ACTION

III. Approval of Minutes

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

- March 21st , 2023
- January 30th, 2024
- March 26th, 2024
- April 30th, 2024

IV. Public Comment

V. Announcement

- 2024 Dr. Howard Dickler Housing Advocacy Award winner

VI. Amendment to the Affordable Housing Trust Fund Mortgage on 12 Sleepy Hollow Road / 74 Somerset Road – ACTION

VII. Discharge of Seller's Closing Coast Assistance Program Mortgage on 10 Field Avenue – ACTION

VIII. Open Meeting Law Violation—UPDATE

IX. Select Board Strategic Plan—Housing Focus Area—UPDATE

X. Approval and Execution of Purchase and Sale Agreement of 12 Honeysuckle Drive—ACTION

XI. Vote on Acceptance of a Year-Round Housing Occupancy Restriction and an Affordable Housing Restriction up to 240% Area Median Income for 12 Honeysuckle Drive and any other closing documents – ACTION

XII. Vote on Acceptance of a Year-Round Housing Occupancy Restriction and an Affordable Housing Restriction up to 240% Area Median Income for 8 and 10

Honeysuckle Drive – ACTION

XIII. Other Business

<u>Next Meeting: June 4th , 2024 at 12:30pm – DISCUSSION</u>

XIV. Board Comments

XV. Executive Session, Pursuant to MGL C. 30A § 21(A)

i. 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.

46 and 50 Milestone Road

ii. 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.

44 Miacomet Road

iii. 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.

21 Fairgrounds Road

iv. 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.

5 friendship Lane

v. 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.

25 and 27 Fairgrounds

vi. 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.

17, 19 and 21 Boynton Lane

vii. 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.

26 Somerset Lane

XVI. Adjourn

III. APPROVAL OF MEETING MINUTES

III. A MARCH 21ST, 2023 MINUTES

NANTUCKET AFFORDABLE HOUSING TRUST

~~ MEETING MINUTES ~~

Tuesday, March 21, 2023.

Remote Meeting *via* Zoom– **1:00 pm**

Trust Members: Brian Sullivan (Chair), Reema Sherry (Vice-Chair), Brooke Mohr, Meg Browers, Dave Iverson, Shantaw Bloise-Murphy, Penny Dey

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ATTENDING MEMBERS: Brian Sullivan, Reema Sherry, Penny Dey, Meg Browers, Brooke Mohr, Shantaw Bloise-Murphy, Dave Iverson

STAFF IN ATTENDANCE: Hayley Cooke (Housing & Real Estate Office Manager), Tucker Holland (Housing Director), Ken Beaugrand (Real Estate Specialist)

PUBLIC IN ATTENDANCE: Elizabeth Blair, Anne Kuszpa, Billy Cassidy, Beth Ann Meehan

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I. Call to Order

Reema Sherry calls the meeting to order at 1:02pm.

II. Approval of Agenda - ACTION

Penny Dey makes a **MOTION** to approve the agenda as written. Seconded by Reema Sherry.

ROLL CALL of those participating:

1.	Penny Dey	Aye
2.	Brooke Mohr	Aye
3.	Reema Sherry	Aye
4.	Meg Browers	Aye
5.	Shantaw-Bloise Murphy	Aye
6.	Dave Iverson	Aye
7.	Brian Sullivan	Aye

The agenda is adopted by 7-0 vote.

III. Approval of minutes – ACTION

Brooke Mohr makes a **MOTION** to approve the minutes from 3.7.23. Seconded by

Shantaw Bloise-Murphy.

ROLL CALL of those participating:

1.	Penny Dey	Aye
2.	Brooke Mohr	Aye
3.	Reema Sherry	Aye
4.	Meg Browers	Aye
5.	Shantaw-Bloise Murphy	Aye
6.	Dave Iverson	Aye

Motion is adopted by a 6-0 vote.
Brian Sullivan abstains as he was not at the meeting on 3.7.23.

IV. Public Comment

Tucker Holland takes a moment to thank the Vail, Colorado Symposium for having him speak at their housing panel in March. Tucker gave a brief summary of his visit and the Indeed housing program in Vail.

Brian Sullivan requested that Tucker share the link to the talk in Vail with the Trust Members.

V. Advocacy Day in Boston to Support Transfer Fee – DISCUSSION

March 23, 2023: Join islanders from Nantucket and Martha's Vineyard to advocate at the State House on Beacon Hill for the housing bank/transfer fee. There will be a press event at the State House, meetings with legislators, and we need your help to make an impact with as many Nantucketer's as possible.

Transportation costs and lunch will be provided to those traveling with us from Nantucket. We will leave Nantucket on the 7:40am ferry and return on the 3:05 pm ferry. The first 100 to sign up and attend will receive a T-shirt. Please email Hayley Cooke at hcooke@nantucket-ma.gov if you are interested in attending.

VI. Year-Round Deed Restricted HDC Application Process – DISCUSSION

Brian Sullivan: This item may be more related to income restriction than a year-round deed restriction. I've talked to people who are working on covenants and modular times, and people's timelines were getting bumped as they were wading through the process at HDC. Is there an opportunity for us to produce some ideas that we could present to the HDC? Is there an opportunity for AMI restricted units to jump to the head of the line? In your HDC application you check a box that you have an AMI restricted unit and be seen faster because time is money.

Brooke Mohr: I love it. And the HDC is about to procure a vendor to review their procedures and processes. This is worth outreaching to the PLUS department to ask how we might formally start this.

Dave Iverson: I am happy to make that call.

Penny Dey: I like this idea. Our first stop is to get a legal opinion on this.

Brian Sullivan: And also, is there a way in the design process to help with the affordability of these structures as construction costs continue to rise?

Reema Sherry: Modulars could be looked at systematically. They don't usually have a lot of special details. We can ask if a modular unit goes through staff first, and then to the committee so that can move along faster. So, they can just consent to it.

Billy Cassidy: I would suggest that David, you speak to Dave Welch before talking to Andrew. He's continually active in trying to rethink the process and the two of them could work well together.

VII. Communications Plan for Town Meeting – DISCUSSION

• Housing/Real Estate Newsletter content

Hayley: Hayley gave a brief summary of the content that will be in the upcoming Housing/Real Estate Newsletter, including information on the Warrant Articles that affect housing as well as other updates from the office.

The Trust members gave Hayley feedback and discussed what topics to put in the Newsletter. Highlights below:

Reema: [Let's] include the Dr. Dickler Award and nominations.

Brian Sullivan: Is it too soon to talk about the timeline for Wiggles Way move in?

Anne Kuszpa: Yes. It is too early to tell people to apply. September is a more realistic date.

Penny Dey: I think it is really important that, in simple terms, [we] identify where the money has gone and where it is going.

Reema Sherry: We were talking about a communications committee meeting together. Are we still doing that?

Brian Sullivan: Yes, that sounds great.

Hayley will schedule and post this communications subcommittee meeting and invite Florencia.

Brooke: How does that intersect with the public outreach communications office? Should we discuss it?

Tucker: So, we need to have a posted meeting if there are 2 or more meetings. We talked about engaging a 3rd party to help with communications between now and Town Meeting. Florencia wants it to flow through the Town. The third element is that Hayley is leaving the Housing Office and moving to the Communications Office at the end of next week. So, we want to have a meeting with Florencia and others to talk about communications between now and Town meeting and talk about transitions.

VIII. Down Payment Assistance Program – DISCUSSION

The Trust members had lengthy discussions (continuing conversations from previous meetings) about creating a Down Payment Assistance pilot program. Beth Ann Meehan from Cape Cod 5 joined to echo the need in the community for Downpayment Assistance for folks applying for affordable housing.

Brooke Mohr: So, [to move this along] the questions we want to answer are:

1. Are people comfortable with a dollar-to-dollar match [for the downpayment loan]?

2. We could go through all the parameters we are setting [i.e., previous homeownership status, income limits, etc.] and then make sure that Town Counsel can prepare documentation for closing to make sure that we have everything correct to issue this as a second mortgage, like we do with Closing Cost Assistance.

Penny Dey: What would be a responsible cap on funding for this?

Tucker Holland: We comfortably would have $1M for this today.

Penny Dey: So, at $40K [per loan], that is 25 households we can help.

Brooke Mohr: So, are we good with a dollar-for-dollar match, up to $40,000? Permanently deed restricted housing.

Brian Sullivan: Is there a percentage of AMI with which we are working? Or are we opening it to people who aren't deed restricted and are willing to accept a deed restriction?

Brooke Mohr: No. Because it is a pilot program. In the frame work of deed restricted properties that already exist, and as new deed restrictions come up, then we add it to the program as it comes up.

David Iverson: I think we can keep it simple and then plug that in later on.

Penny Dey: The next step is the legal review.

Reema Sherry: Would we go to 175% because there are units already at that level?

Brian Sullivan: Yes.

Brooke Mohr: Let me poll the group. Do we want to add the complexity of an interest rate, or would this be without an interest rate?

Penny Dey: I think there should be some sort of interest rate.

Brian Sullivan: I agree. I fear making it artificially affordable to someone it is not affordable to, I think the interest rate will help with that. There is an opportunity for us to forgive the loan.

Tucker Holland: I agree that there should be some sort of interest rate.

Brooke Mohr: I am hearing the majority of voices in favor of an interest rate.

Shantaw Bloise-Murphy: I understand the arguments for the interest rate, but I am concerned that the interest rate portion might make it difficult for people.

Brooke Mohr: Repayment terms: I think we can all agree it is on resale or cash out refinancing. But not a refinancing just to get a better interest rate on their mortgage.

Brooke Mohr: Maybe piloting this with no interest rate or a very minimal interest rate would be a good place to start piloting this. Because I become more complex once you add an interest rate.

Tuck Holland: I recommend we speak to the Finance Director about the interest rate.

Brooke Mohr: I think Tucker and I can put together something to present to Vicki for a first pass with legal, with the question of can we extend this beyond deed restricted units that already exist, and what would adding new restrictions involve?

IX. Other Business

Next Meeting: April 4, 2023, via Zoom.

X. Board Comments

XI. 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.

ROLL CALL of those participating:

1.	Penny Dey	Aye
2.	Brooke Mohr	Aye
3.	Reema Sherry	Aye
4.	Meg Browers	Aye
5.	Shantaw-Bloise Murphy	Aye
6.	Dave Iverson	Aye
7.	Brian Sullivan	Aye

Reema Sherry makes a MOTION to go into executive session. Seconded by X.

Motion is adopted by a 6-0 vote.

Meeting adjourned at

Submitted by:
Hayley Cooke

III. B JANUARY 30TH , 2024 MINUTES

NANTUCKET AFFORDABLE HOUSING TRUST

~~ MEETING MINUTES ~~

TUESDAY, January 30th, 2024.

Remote Meeting via Zoom– 12:30 pm

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

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ATTENDING MEMBERS: Brian Sullivan, 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: Anne Kuszpa (Housing Nantucket), Andrew Burek (Richmond Great Point Development LLC)

I. Call to Order

Reema Sherry called this meeting to order at 12:35pm.

II. Approval of Agenda – ACTION

Reema Sherry suggested that item 7 to be moved to after the executive session and then they will reconvene in open session.

Meg Browers made a MOTION to approve the agenda as amended by Reema Sherry. Penny Dey seconded this motion.

ROLL CALL of those participating:

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

III. Public Comments

No Public comments.

IV. Affordable Housing Trust Fund funding sources and remaining funds—REVIEW.

Kristie Ferrantella said that she has been working diligently with Brian Turbitt and his department to work through where the Trust stands with their funding. She said with the recent proposals, there has been a question from the Trust members about where they stand and what is left in remaining funds. She shared a spreadsheet that shows a more macro look at how much total funds has been appropriated by the AHT, where they have expensed those funds in terms of land acquisitions or acceleration of development, and where they have been holding a placeholder internally for different projects going on.

Some discussion followed.

V. Habitat for Humanity request for funding for Waitt Drive constructions—REVIEW & ACTION.

Gerard Kenneally said that this request is for a total $4,000,000.00 in over 2 years, $2,260,000.00 in 2024 and $1,740,000.00 in 2025 . Habitat for Humanity is going to be contributing $60,000.00 of their own money to each of the homes in total of $360,000.00to begin the project. He said just a reminder to everyone that they are building 6 SHI qualifying units to keep the Town is on Safe Harbor for 2024.

Gerard Kenneally said that Habitat for Humanity gives their applicants a 30-year 0% interest and no down payment loan to each of the families, and they will start the lottery as soon as they get the EOHLC approval in May or June of this year.

Some discussion followed.

Meg Browers asked how many families Nantucket Habitat for Humanity has housed over the years.

Gerard Kenneally said that in the past 4 years they have housed 6 families but over 16 families in total in over 20 years.

Some Discussion followed.

Meg Browers made a MOTION to approve Habitat for Humanity 4,000,000 grant request for the construction of the 6 SHI eligible units on Wait Dr. Penny Dey seconded this motion.

<u>ROLL CALL of those participating:</u>

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

VI. Request for approval to submit Local Action Unit Application to the State Executive Office of Housing and Livable Communities (EOHLC) for Habitat for Humanity Nantucket's Waitt Drive Village.

Penny Dey made a MOTION to approve the LAU application and its signature and to authorize the Chair or Vice-Chair to sign on behalf of the AHTF and also to authorize the Chair or Vice-Chair to sign future documents related to the LAU. Tom Dixon seconded this motion.

ROLL CALL of those participating:

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

VII. Proposal from The Richmond Company regarding acceleration of 80% AMI Homeownership construction – REVIEW & ACTION.

To be discussed after Executive session.

VIII. Quarterly update for the Select Board__ REVIEW.

Kristie Ferrantella said that part of her on boarding and the discussion at the Housing Sumit was to try to find ways to communicate more of what the Trust has been doing with the community. She said that she noticed that the Coastal Resiliency Advisory Committee has started to do a quarterly update to the Select Board so she though it would be a good idea for the for her to do the same for the Trust. She shared her Quarterly Update to the Select Board draft with the Trust to get a feel of what they think about the idea.

Some discussion followed.

IX. Other Business

<u>Next Meeting: February 20th at 12:30pm</u>

X. Board Comments

Meg Browers asked the Chair if she has a sense of when they will take the next step with Judi Barrett and the status of the Year-Round Deed restriction Program.

Kristie Ferrantella said that Judi Barrett has been sick since December that's why the Deed Restriction has been taken off the agenda for the past couple of meetings, but it should be added back to the February 20th agenda.

XI. 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. 16 Vesper Lane
    ii. Richmond

Penny Dey made a MOTION to temporary adjourn open session to be continued after executive 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. Meg Browers seconded this motion.

ROLL CALL of those participating:

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

XII. Adjourn

VII. Proposal from The Richmond Company regarding acceleration of 80% AMI Homeownership construction – REVIEW & ACTION.

Tom Dixon made a MOTION to approve the 3,100,000 loan request from Richmond Development with the condition that all the homes are constructed by December 31st , 2024 , pending further good faith negotiation on related matters and the term of the loan would be 18 months, subjected to satisfaction of the Housing Director, Finance Director, and Town Counsel. Meg Browers seconded this motion.

ROLL CALL of those participating:

1. Tom Dixon Aye
2. Meg Browers Aye
3. Penny Dey Aye
4. Reema Sherry Aye

Tom Dixon made a MOTION to adjourn this meeting. Penny Dey seconded this motion.

ROLL CALL of those participating:

1. Tom Dixon Aye
2. Meg Browers Aye
3. Penny Dey Aye
4. Reema Sherry Aye

This meeting was adjourned at 2:30pm.

AFTH Meeting on January 30th ,2024 at 12:30pm

III. C MARCH 26TH, 2024 MINUTES

NANTUCKET AFFORDABLE HOUSING TRUST

~~ MEETING MINUTES ~~

TUESDAY, March 26th, 2024.

Remote Meeting via Zoom– 12:00pm

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

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ATTENDING MEMBERS: Brian Sullivan, Dave Iverson, 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), Brian Turbit (Finance Director)

SPEAKER IN ATTENDANCE:

I. Call to Order

Reema Sherry called the meeting to order at 12:05pm.

II. Approval of Agenda – ACTION

Ellis Ramos suggested that item III be moved to the next meeting.

Tom Dixon made a MOTION to approve the agenda as amended by Ellis Ramos. Shantaw Bloise-Murphy seconded this motion.

ROLL CALL of those participating:

1. Tom Dixon Aye
2. Shantaw Bloise-Murphy Aye
3. Dave Iverson Aye
4. Reema Sherry Aye

III. Approval of minutes

- *Note: all Trust open meetings are recorded and available on the Town's YouTube channel.*
  - February 22nd , 2024
  - March 19th , 2024

This item was moved to the next meeting.

IV. Public Comment

No public comments

V. CCAP Application Review – ACTION

Kristie Ferrantella said that after reviewing one of the CCAP applications with Brian Sullivan, he suggested that they make some adjustments. She said that the address on the application is wrong and that applicants have been turning it in at the wrong location. Another change that she wanted to see if the trust wanted to make is to change the AMI levels to 240% instead of the 150% AMI that it is now, and the last thing would be to change the AMI levels to reflect current data.

Shantaw Bloise-Murphy said that her understanding of the CCAP is that it is supposed to help low to moderate income families to purchase homes on the island, and looking at the 240% AMI, an individual making $243.900.00 per year applying for a $15,000.00 closing cost assistance and being able to qualify for it is concerning because she feels like it is taking away from the people that really need it.

Some Discussion followed.

Reema Sherry made a MOTION to approve that change of address and to make the edits to the AMI restriction to 240% table and other places on the application but not to change the AMI levels. Tom Dixon seconded this motion.

ROLL CALL of those participating:

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

VI. Annual Town Meeting Communication Strategy – UPDATE

Kristie Ferrantella said that Meg Browers is the liaison from the Trust to the Housing Department. Kristie Ferrantella said that she, Ellis Ramos, and Meg Browers met with the Towns Communication Department, and they mapped out a communication plan for the next 5 weeks leading to the Annual Town Meeting. She said it includes short videos, a housing newsletter, information of the Town Manager newsletter and social media posts that would put the information out there around affordable housing . She said at the Trust Next meeting she will have some material for the Trust to review and approve.

Some discussion followed.

VII. Senator Cyr – Good Landlord Tax Exemption – UPDATE

Kristie Ferrantella said that she got and email from Senator Cyr that there was a new law this past fall called “ the Good Landlord Tax Exemption” and it is another tool for Towns to locally opt into to put in their tool box for affordable housing. She said that this would provide an abatement to landlords who are renting their properties year-round to an income qualifying individual at an affordable rental rate. She said this is more of an informational update that she wanted to bring to the Trust because it would have to go to the Town Meeting for a vote .

Some discussion followed.

After some discussion Brian Sullivan suggested that they keep this item open for a future meeting.

VIII. Housing Advocacy Day on April 11th—DISCUSSION

Kristie Ferrantella said that on March 5th the joint committee on housing; moved Governor Healey's Affordable Homes Act forward with no changes to the bill as of yet, so it's now on the joint committee on Bonding Capital Expenditures and State Assets. She said that in tangent with that the Greater Boston Interfaith Organization is hosting a Housing Justice Day on April 11th and she is tying to get as many people to go to Boston , similar to what the islands did last year where they had nearly 400 people from the Vineyard and Nantucket showed up to advocate for Housing at the State House and show support to this monumental Housing Bill that could really impact housing around those communities.

Some discussion followed.

IX. Other Business

Next Meeting:

April 16th at 12:30pm

April 30th at 12:30pm

X. Board Comments

Tom Dixon suggested that Kristie Ferrantella go back to the Select Board before the Annual Town Meeting to give another quarterly update .

XI. 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. 113 Pleasant Street
  ii. Richmond Meadows II
  iii. 44 Miacomet
  iv. 18 Sparks Avenue

v. 27 Rugged Road

Shantaw Bloise-Murphy made a MOTION to adjourn 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. Dave Iverson seconded this motion.

ROLL CALL of those participating:

1. Tom Dixon Aye
2. Shantaw Bloise-Murphy Aye
3. Dave Iverson Aye
4. Brian Sullivan Aye

XII. Adjourn

This meeting was adjourned at 12:45pm.

III. D APRIL 30TH, 2024 MINUTES

NANTUCKET AFFORDABLE HOUSING TRUST

~~ MEETING MINUTES ~~

TUESDAY, April 30th, 2024.

Remote Meeting via Zoom– 12:30pm

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

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

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

SPEAKER IN ATTENDANCE:

I. Call to Order

Brian Sullivan called the meeting to order at 12:35pm.

II. Approval of Agenda – ACTION

Dave Iverson made a MOTION to approve the agenda with the potential of moving item 7 to a later slot in the agenda and to hold the minutes from March 21st , 2023 , January 30th , 2024, and March 26th , 2024 to be approved at a later meeting . Reema Sherry seconded this motion.

ROLL CALL of those participating:

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

III. Public comments

No public comments.

IV. Approval of Minutes – ACTION

- March 21st , 2023
- March 28th, 2023
- January 16th ,2024
- January 30th, 2024

- February 6th, 2024
- February 13th , 2024
- March 26th, 2024
- April 16th, 2024

Penney Dey made a MOTION to approve the meeting minutes for January 16, February 6th , February 13th , April 16th all 2024 and March 28th , 2023. Dave Iverson seconded this motion.

ROLL CALL of those participating:

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

V. Announcement :

- **Affordable Housing Trust Quarterly Update to the Select Board on May 1, 2024, at 5:30pm**

Kristie Ferrantella informed the AHTF members that tomorrow May 1st , she will be giving a AHT update to the Select Board at 5:30pm and an Agenda will be posted in case the Trust members want to show up and they have a quorum.

Some discussion followed.

VI. Dr. Howard Dickler Housing Advocate Award – DISCUSSION

Kristie Ferrantella introduced Ana Martinez, the wife of the late Dr Howard Dickler . She said that the Dr Dickler Award was established to honor Dr Howard Dickler who engaged in all parts of affordable housing on Nantucket. This award is to honor a community member that embodies the spirit of Dr Dickler on the housing advocacy for our year-round community. She said that they had nominations submitted and she would like to ask the Trust to send their votes to her via email and the winner will be announced at the Annual Town Meeting on May 7th at 5pm. The nominees are :

- Anne Kuszpa
- Richard Hussey

- Mary Mack
- Tucker Holland

Some discussion followed.

VII. Year-Round Deed Restriction Pilot Program – DISCUSSION

This item was moved to the last item on the agenda. (pg6)

VIII. Approve Purchase of a Year-Round Housing Occupancy Restriction and an Affordable Housing Restriction up to 240% Area Median Income for 8 and 10 Honeysuckle Drive – DISCUSSION / ACTION

Vicki Marsh said that she is asking the Trust to vote and approve of these restrictions today, and she will have them drafted by the end of the week. She said if the Trust has any questions after they receive the documents, they can certainly discuss them at the next meeting . She said she encouraged the Trust to vote to approve the Restrictions subject to final review and approval by the Trust members.

Kristie Ferrantella said that this was a request from Housing Nantucket on two of the homes that they are building at Richmond Development. These Units are for homeownership, and they currently don't have any deed restrictions on them, so Anne Kuszpa is requesting that the AHTF purchase the deed restriction for $45,000.00 per restriction totaling $90,000.00 for the two deed restrictions and this would require a year-round residency and an income restriction up to 240% AMI.

Some discussion followed.

Penny Dey made a MOTION to approve the purchase of the Year-Round Housing Occupancy and the Affordable Housing Restrictions up to 240% AMI for 8 and 10 Honeysuckle Drive , and to authorize the Chair or Co-Chair to sign on behalf of the Trust.

ROLL CALL of those participating:

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

IX. Housing Nantucket Request for Funding for a House Move to 66 Pochick Ave – DISCUSION/ ACTION

Anne Kuszpa said that as the Trust members might recall, last meeting Housing Nantucket came with a grant request to create one Affordable rental unit at 66 Pochick Ave . She said the Housing Nantucket already owns this property and it has two affordable rentals on it and now they will be moving this third unit there. This is a one bedroom, but they will make it into two bedrooms by adding one bedroom in the basement.

She said there was a question on whether they could make the basement high enough and she went back to the Architect and it high enough. She said she also spoke with somebody at the EOHLC and asked if by adding a third unit on the property if all three units would count toward the Subsidized Housing Inventory (SHI) list, but they told her that only one unit counts because it's a new construction of a one-unit project. Also, there is a restriction that runs with the land , when the Town gave the land to the Housing Authority there was a restriction that limited the property for affordable purposes serving low to moderate income residents.

Anne Kuszpa said that she was also asked if they have considered debt to fund this project and her answer is that they are looking into it but right now this is not part of their business model.

Some discussion followed.

Reema Sherry made a MOTION to approve the request for funding from Housing Nantucket for moving a house to 66 Pochick Ave up to $450,000.00 with the approval to be signed by the Chair or Co-Chair pending Select Board Approval. Penny Dey seconded this motion.

<u>ROLL CALL of those participating:</u>

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

X. Request from Richmond Development for the Buydown of Units in Phase V and VI in Meadows II known as Gooseberry Place.

Kristie Ferrantella said this is similar to the other two buydown programs that the Trust has considered from Richmond at the Wildflower and Violet Place buydowns. These projects increased the number of units that were available not to just 80% but other income restricted levels. She said this proposal is to provide a Grant to Richmond in the amount of $6,725,000 in exchange for buying down a portion of their Gooseberry Place development , which in total is 55 rental units. The original agreement was then to have 25% of those units at the 80% AMI and this proposal would bring 12 more units into affordability at different income levels on a total of 27 of the 55 units would be affordable verse market rates. She said this would include an amendment to the regulatory agreement and the application to the EOHLC. Kristie Ferrantella said that they had a discussion with the EOHLC to make sure that they were on board with this project. Kristie Ferrantella wanted to bring it to the Trust for review , which would be contingent on a Select Board approval as well. These are under construction, so the timeline is to try to get an approval from EOHLC before the middle of summer. She said that the most important part is, these units would qualify for inclusion on our Subsidize Housing Inventory list and if they added the Habitat for Humanity homeownership units , and the Sandpiper II homeownership units, that would provide the 62 units that the Town needs to stay in Safe Harbor for two years (2025 and 2026).

Andrew Burek said that in additional to the 80% AMI the remainder will be split between 110 % and 120% AMI which is a market pocket that they've been seeing is in great demand. He said they have seen a lot of families that are in extreme need of housing but are priced out of the 80% AMI units. This project would convert market rate units into the 100% , 110% and 120% AMI levels because there is a real niche need for the island for the income levels.

Some discussion followed.

Penny Dey made a MOTION to approve the request to buy down of 12 additional units at the Gooseberry Place for $6,725,000 million Dollars and to authorize the Housing Office to continue working with Richmond Development on the designation of Municipal units outside of the Affordability units. Reema Sherry seconded this motion.

<u>ROLL CALL of those participating:</u>

1. Penny Dey Aye
2. Reema Sherry Aye
3. Shantaw Bloise-Murphy Aye
4. Meg Browers Aye
5. Dave Iverson Aye

6. Tom Dixon Aye
7. Brian Sullivan Aye

XI. Other Business

- **Next Meeting is May 21st, 2024, at 12:30pm**

VII. Year-Round Deed Restriction Pilot Program – DISCUSSION

Judi Barrett said that she had shared the revised version of the Year-Round Deed Restriction Pilot Program with the Trust Members. She said if there are any final changes that the Trust wants to make, they can make it on their end or simply send a redline to her, because she knows that this needs to go life as soon as possible.

Trust members said that they need more time to review the paperwork sent to them by Judi Barrett.

Some discussion followed.

Kristie Ferrantella asked if the Trust could send the edits to her by Friday May 10th and she can request for it to be on the Select Board Agenda for the May 15th and then have the edits sent to Judi Barrett by Friday May 17th.

Brian Sullivan said that this item will be left open for the May 21st meeting.

XII. Board Comments

Penny Dey asked Kristie Ferrantella what income level they are providing the CCAP at what AMI percentage.

Kriste Ferrantella said it stops at 175% AMI.

Penney Dey asked if there is a reason they are not going up to 240% AMI.

Kristie Ferrantella said the Trust wanted to keep it at 150% to 175% AMI when she presented the changes on the CCAP application at the last meeting.

Meg Browers requested to have the Lease to Locals program back on an Agenda in the near future to continue discussion of the opportunity.

XIII. 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. **12 Honeysuckle**
   ii. **25 and 27 Fairgrounds Road**

iii. **46 and 50 Milestone Road**

iv. **44 Miacomet Road**

Reema Sherry made a MOTION to adjourn open session, not to return to open session the 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. Meg Browers seconded this motion.

ROLL CALL of those participating:

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

XIV. Adjourn

This meeting was adjourned at 1:37pm.

V. ANNOUNCEMENT

2024 DR HOWARD DICKLER HOUSING ADVOCACY AWARD WINNER

Dr. Howard Dickler Award script for ATM 2024

The Nantucket Affordable Housing Trust 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 Affordable Housing Trust and many others, through his regular attendance and participation at public meetings, as well as his service on the Neighborhood First Advisory Committee. This Committee mapped a guide for the Trust's use of funds in its effort to maintain safe harbor under Chapter 40B, which it successfully has done since 2019.

This award honors 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 fearless willingness to share ideas.

This year's winner has gone above and beyond for affordable housing through his work on developing homes for homeownership for the island's working families.

The winner has served on the board of Habitat for Humanity for over 10 years and has had a significant impact on Habitat's ability to construct homes. Serving as the Construction Committee Chair, he has developed relationships with subcontractors and the Town of Nantucket to accelerate the construction of Habitat homes, allowing Habitat to build 1-3 homes per year versus one home taking over two years to complete.

For exhibiting the qualities that define Dr. Dickler's advocacy for affordable housing and the community of Nantucket – fearlessness, tirelessness, dedication, a creative spirit, and the ability to affect collaboration – on behalf of the Affordable Housing Trust, I have the honor to announce the 2024 Dr. Howard Dickler Award winner is: *Mr. Richard Hussey*

As the winner, Mr. Hussey will have the opportunity to direct a small honorarium to the housing non-profit of his choice.

VI. AMENDMENT TO THE AHTF

MORTGAGE ON 12 SLEEPY HOLLOW

RD/ 74 SOMERSET RD

Affordable Housing Trust Fund Mortgage

John Brescher <John@gliddenandglidden.com>
Thu 2/1/2024 10:42 AM
To:Kristie Ferrantella <kferrantella@nantucket-ma.gov>

Good morning!

I've got a good one for you......

Mike Stepanov at 74 Somerset Road is going to convert his affordable condo unit to an affordable fee simple unit. There is an AHTF mortgage on the property because he took advantage of the closing cost assistance program.

I assume(?) the AHTF will want the mortgage amended to reflect the change from a condo to fee simple.... have you done one of these before? I'm happy to draft the docs so you can take a look or run it by Town Counsel.

Just let me know – thanks!

Best,
John

John B. Brescher, Esquire
Glidden & Brescher, P.C.
37 Centre Street / PO Box 1079
Nantucket, Massachusetts 02554
508-228-0771
508-228-6205 (fax)
john@gliddenandglidden.com

Stepanov - 74 Sleepy Hollow - Amended AHTF mortgage

John Brescher <John@gliddenandglidden.com>

Fri 4/26/2024 11:02 AM

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

1 attachments (25 KB)

Amendment to AHTF Mortgage - 4.26.24.docx;

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

Kristie,

Per our conversation, please see the attached amendment to the mortgage. Please let me know if you have any questions or comments. I believe my client has changed his name to Michael Elliott and I'm figuring out how best to put a name change affidavit on record...

Thanks.

Best,
John

John B. Brescher, Esquire
Glidden & Brescher, P.C.
37 Centre Street / PO Box 1079
Nantucket, Massachusetts 02554
508-228-0771
508-228-6205 (fax)
john@gliddenandglidden.com

Nantucket Planning Board

Form A
Application for Endorsement of a Plan Believed Not to Require Approval
(ANR)

Date: November 27, 2023________

***Name of Owner(s)/Applicant(s):** See Attachment____
***Owner's/Applicant's address:**_________**State:**________**Zip Code:** _______
*(include all names and addresses of the principals of the owner entity such as principal officer of corporation, trustees of the trust and partners of the partnership)

Location of Property (Street or Area): 74 Somerset Road (Unit #2) 12 Sleepy Hollow Road (Unit #1)
Name of Registered Land Surveyor: Paul J. Santos, PLS Nantucket Surveyors, LLC
Surveyor's address: 5 Windy Way, Nantucket, MA 02554

The owner's title to the land derived under deed from Sleepy Hollow Condominium date 5/22/07 ______________________and recorded in Nantucket Registry of Deed, Books 1084 Pages 256, or Land Court Certificate of Title #_______registered in Nantucket Document Number_______and shown on Assessor's Maps #66 Parcels 450.1 & 450.2

Total Number of Proposed Lots: 2

Total Number of Buildable Lots: 2

To the Planning Board of the Town of Nantucket:

The undersigned wishes to record the accompanying plan and requests a determination and endorsement by said Board that approval by it under the Subdivision Control Law is not required. The undersigned believes that such approval is not required for the following reasons: (check all that apply)

- The accompanying plan is not a subdivision because it does not show a division of land (perimeter plan).

- The division of the tract of land shown on the accompanying plan is not a subdivision because every lot on the plan has frontage of at least such distance as is presently required by the *Nantucket Zoning By-Law* under Section 5 which requires__________feet for erection of a building on such lot; and every lot shown on the plan has such frontage on:

  A. a public way or a way which the City or Town Clerk certifies is maintained and used as a Public way, namely________________________________; **OR**

  B. a way shown on a plan theretofore approved and endorsed in accordance with the Subdivision Control Law, namely_________________________________on___________________(date) and Subject to the following conditions_______________________________; **OR**

  C. a way in existence on________________(date); the date when the Subdivision Control Law became effective in the Town of Nantucket, having in the opinion of the Planning Board, sufficient width, suitable grades, and adequate construction to provide for the need to vehicular

Attachment
Owner Listing
Sleepy Hollow Condominium

Unit 1
12 Sleepy Hollow Road #1
Map: 66 Parcel: 450.2
Deed Book 1153 Page 264

Sleepyhollow Island Realty LLC
Paul Raymond Senecal, Manager
P.O. Box 834
Nantucket, MA 02554
Phone: 508-332-8256
Email: sene2@verizon.net

Unit 2
74 Somerset Road #2
Map: 66 Parcel: 450.1
Deed Book 1827 Page 337

Mikhail Stepanov
61 Old South Road #129
Nantucket, MA 02554
Phone: 508-332-2136
Email: ackaurora@gmail.com

traffic in relation to the proposed use of the land abutting thereon or served thereby, and for the installation of municipal services to serve such land and the buildings erected or to be erected thereon, namely____.

- The division of the tract of land shown on the accompanying plan is not a subdivision because it shows a proposed conveyance or other instrument, namely________________________, which adds to, takes away from or changes the size and shape of lots in such a manner so that no lot affected is left without frontage as required by the *Nantucket Zoning By-Law* under Section 5, which requires__________feet.

- The division of the tract of land shown on the accompanying plan is not a subdivision because two or more buildings, specifically_____________________________buildings were standing on the land prior to 1955, the date when the Subdivision Control Law went into effect in the Town of Nantucket, and one of such building remains standing on each of the lots; said buildings as shown and located on theaccompanying plan. Evidence of the existence of such buildings prior to the effective date of the Subdivision Control Law is submitted as follows: ____________________________________

  ____

- Other reasons or comments: (see M.G.L., Chapter 41, Section 81-L)

Lot Division Pursuant to Approval of a Secondary Residential Lot Special Permit (Approval attached hereto)

I hereby certify that the applicant(s) listed above have been authorized by me to file a plan with the Planning Board of Nantucket on property that I own.

____

Owner(s)' signature(s)

Planning Board File #________________

Endorsement Date: __________________

traffic in relation to the proposed use of the land abutting thereon or served thereby, and for the installation of municipal services to serve such land and the buildings erected or to be erected thereon, namely____.

- The division of the tract of land shown on the accompanying plan is not a subdivision because it shows a proposed conveyance or other instrument, namely________________________, which adds to, takes away from or changes the size and shape of lots in such a manner so that no lot affected is left without frontage as required by the *Nantucket Zoning By-Law* under Section 5, which requires_________feet.

- The division of the tract of land shown on the accompanying plan is not a subdivision because two or more buildings, specifically_____________________________buildings were standing on the land prior to 1955, the date when the Subdivision Control Law went into effect in the Town of Nantucket, and one of such building remains standing on each of the lots; said buildings as shown and located on theaccompanying plan. Evidence of the existence of such buildings prior to the effective date of the Subdivision Control Law is submitted as follows: __________________________________

- Other reasons or comments: (see M.G.L., Chapter 41, Section 81-L)

Lot Division Pursuant to Approval of a Secondary Residential Lot Special Permit (Approval attached hereto)

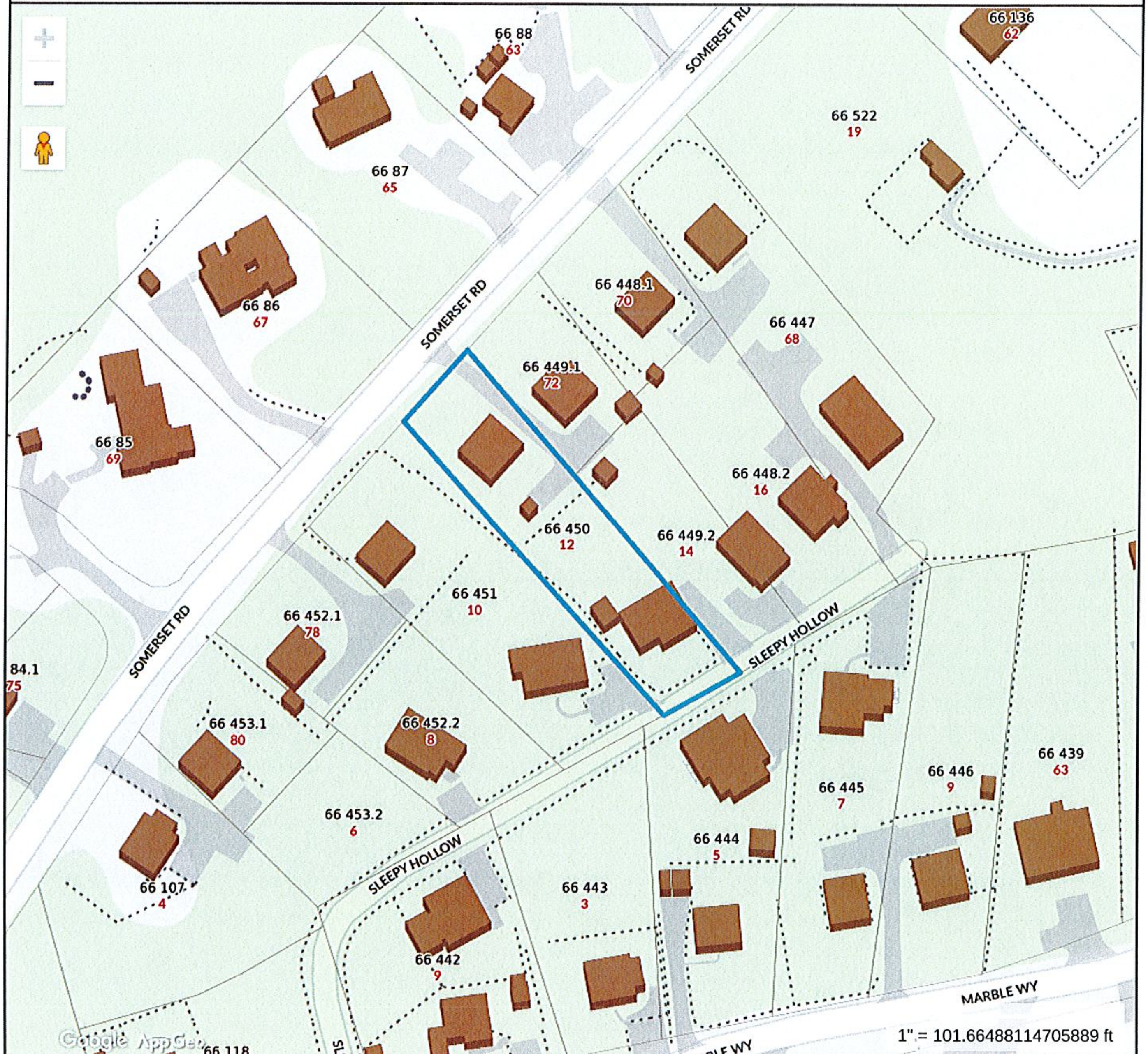
I hereby certify that the applicant(s) listed above have been authorized by me to file a plan with the Planning Board of Nantucket on property that I own.

____

Owner(s)' Signature(s)

Planning Board File #________________

Endorsement Date: __________________



Property Information

Property ID	66 450.2
Location	12 SLEEPY HOLLOW RD #1
Owner	SLEEPYHOLLOW ISLAND REALTY LLC

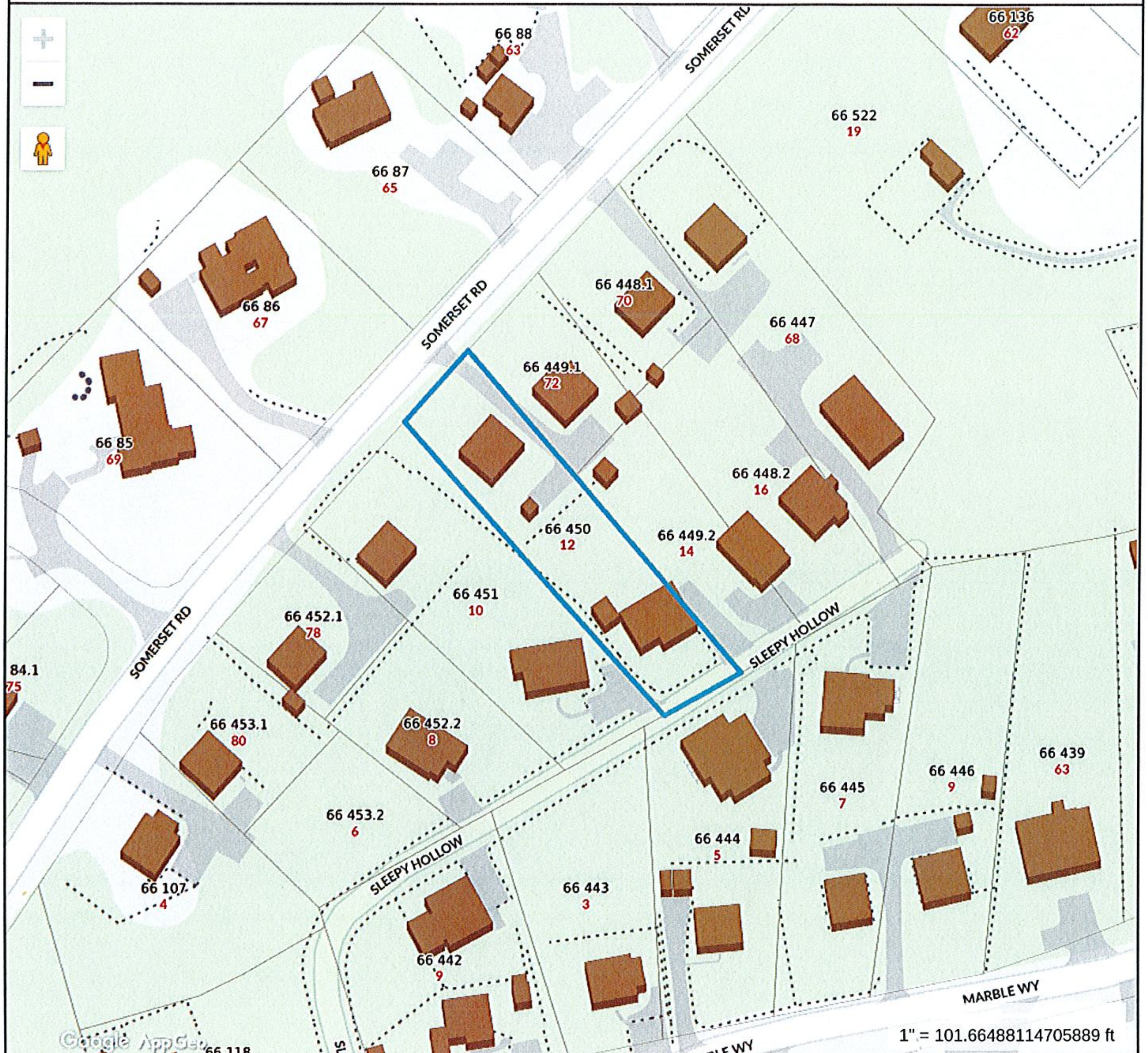
MAP FOR REFERENCE ONLY
NOT A LEGAL DOCUMENT

Geometry updated 10/03/2023
Data updated Jan. 2021

Print map scale is approximate. Critical layout or measurement activities should not be done using this resource.

Town and County of Nantucket, MA

November 27, 2023



Property Information

Property ID	66 450.1
Location	74 SOMERSET RD #2
Owner	STEPANOV MIKHAIL

MAP FOR REFERENCE ONLY
NOT A LEGAL DOCUMENT

Town and County 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 10/03/2023
Data updated Jan. 2021

Print map scale is approximate. Critical layout or measurement activities should not be done using this resource.

RB

Nantucket Planning Board

APPROVAL OF APPLICATION
FOR SECONDARY RESIDENTIAL LOT SPECIAL PERMIT

<u>Owners/Applicants</u>:
Sleepyhollow Island Realty LLC
12 Sleepy Hollow Road, #1
Unit #1
Tax Assessor's Map 66, Parcel 450.2
Deed Book 1153, Page 264

Mikhail Stepanov
74 Somerset Road, #2
Unit #2
Tax Assessor's Map 66, Parcel 450.1
Deed Book 1827, Page 337

Residential-20 ("R-20") Zoning District

Condominium Plans, 2007-26
Master Deed, Book 912, Page 66
Master Deed Amended, Book 1084, Page 256
Nantucket Registry of Deeds

December 12, 2022

PROPOSAL AND GENERAL DESCRIPTION:
The Applicants are requesting the issuance of a Special Permit, pursuant to Nantucket Zoning By-Law Section 139-8.C in order to create a secondary residential lot for year-round residents. The purpose is to create, make available and maintain housing that is affordable to those who earn at or below 150% of the Nantucket County median household income; to help households to continue to reside on Nantucket; to generate and preserve affordable housing in the Town of Nantucket in perpetuity, all in order to maintain Nantucket's diversity and unique sense of community.

The site is already subject to the Nantucket Housing Needs Covenant through a condominium, and this will allow the property to function the same but with independent lot ownership. The option for a Secondary Residential Lot Special Permit was not available with the condominium was initially created.

The affordable lot, shown as "Exclusive Use Area Unit 2" will contain approximately 8,263± square feet of lot area. The market rate lot, shown as "Exclusive Use Area Unit 1" will contain approximately 11,747 ± square feet of lot area.

In addition to approving the conversion from a condominium covenant to a Secondary Residential Lot, the Applicants are requesting that the Board grant a waiver, pursuant to Section 139-8C(f)1 to waive the setbacks as it applies to the internal lot line only and a waiver pursuant to 139-8C(3)(h) to waive the required single shared driveway access so that each property may have its own driveway access. This will also validate the existing configuration, with the affordable lot accessing on Somerset Road and the market rate lot accessing on Sleepy Hollow Road.

BASIS OF THE FINDINGS:
The Planning Board based its findings on the following:

- Application to the Planning Board for a Special Permit filed with the Town Clerk on November 14, 2022;
- A plan entitled "Condominium Site Plan Sleepy Hollow Condominium in Nantucket, MA", prepared by John Shugrue, Inc. for Blackfin, LLC on March 23, 2007 and attached hereto as "Exhibit A";
- Representation and testimony received in connection with the public hearing held on December 12, 2022;
- Staff report dated December 8, 2022; and
- Other assorted documents that are on file with the Planning Board.

The Planning Board closed the public hearing on December 12, 2022. Minutes from the December 12, 2022 Planning Board meeting are on file with Planning and Land Use Services.

FINDINGS:
The Planning Board, at its December 12, 2022 meeting, found that the proposal advances the intent of the Zoning Bylaw by creating housing for year-round residents. The Board further found that a second driveway access would not have a significant and adverse effect on the scenic or historic integrity of the neighborhood and is not contrary to sound traffic and safety considerations because the conditions are existing.

DECISION AND VOTE:
The Nantucket Planning Board at its December 12, 2022 meeting, voted 5-0 to **APPROVE** the requested Special Permit pursuant to Zoning Bylaw Section 139-8.C to allow the creation of a Secondary Residential Lot subject to the following conditions:

1. That "Exclusive Use Area Unit 2" shall be subject to the Nantucket Housing Needs Covenant Ownership Form, which shall provide without limitation, that owners and any occupants of any dwelling thereon, shall earn at or below 150% of the Nantucket county median household income;
2. That "Exclusive Use Area Unit 1" may be allowed a secondary dwelling (tertiary dwelling size standards) and that "Exclusive Use Area Unit 2" shall be restricted to a single dwelling unit;
3. That the total groundcover for both lots shall not exceed the amount otherwise allowed for the original lot (12.5%), or as otherwise specified in 139-8C;
4. That the setbacks from the interior lot line between "Exclusive Use Area Unit 1" and "Exclusive Use Area Unit 2" shall be waived;
5. That each lot may utilize a separate driveway access as shown in "Exhibit A"; and
6. That an Approval Not Required (ANR) plan to establish each lot is a necessary step to implement this permit.

__SIGNATURES ON FOLLOWING PAGE__

Record of Vote:
On December 12, 2022, the Planning Board voted 5-0 to **APPROVE** the request for a Special Permit for a Secondary Residential Lot and voted 5-0 to **ENDORSE** this decision.

Abby DeMolina APPROVE

David Iverson APPROVE

Carl Borchert APPROVE

Nathaniel Lowell APPROVE

Barry Rector APPROVE

COMMONWEALTH OF MASSACHUSETTS

Nantucket, SS

Feb 15, 2023

On the 15th day of February, 2023, before me, the undersigned notary public, personally appeared Abby DeMolina, one of the above-named members of the Planning Board of Nantucket, Massachusetts, personally known to me to be the person whose name is signed on the preceding document, and acknowledged that he/she signed the foregoing instrument voluntarily for the purposes therein expressed.

Megan Trudel

Notary Public

May 13, 2027

My Commission Expires

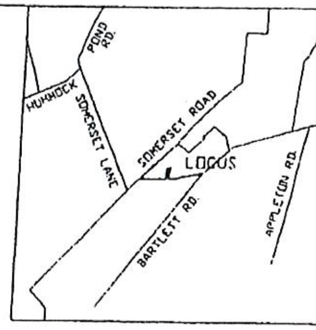
Megan E. Trudel
Notary Public
COMMONWEALTH OF MASSACHUSETTS
My Commission Expires
May 13, 2027

" Exhibit A"

2007 00000026
Bk: Pg: 0 Page: 0
Doc: PLAN 06/01/2007 01:54 PM

NANTUCKET REGISTRY
OF DEEDS
Date: 06/01/2007
Time: 1:54 PM
Plan No: 2007-26
Jennifer H Ferreira
Attest: Register

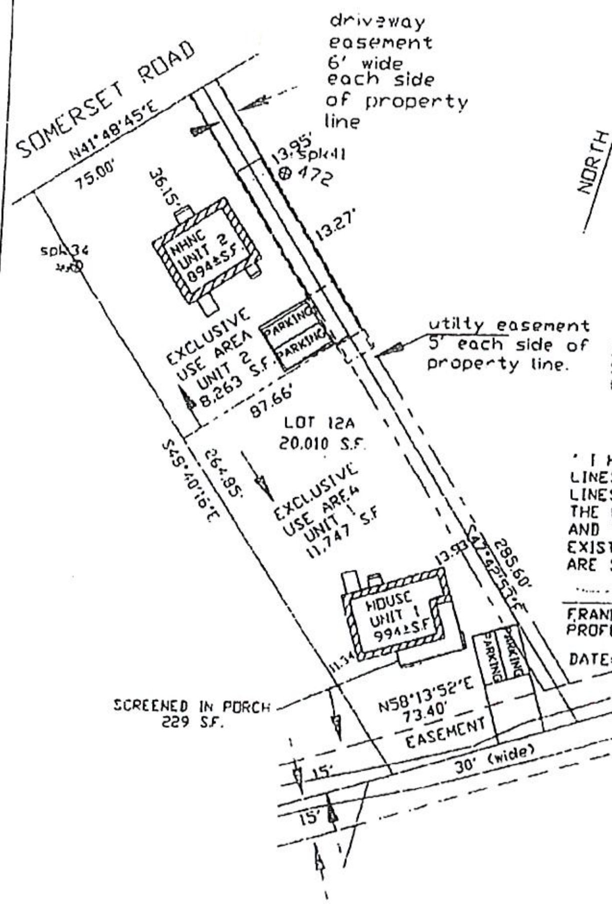
SHEET 1 OF 4



LOCUS MAP
SCALE 1"=2000'

ZONING: R-2
MINIMUM LOT SIZE: 20,000 S.F
MINIMUM FRONTAGE: 75 FT
FRONT YARD SETBACK: 30 FT
REAR & SIDE SETBACK: 10 FT
GROUND COVER RATIO: 12.5%

NOTE: OFFSETS AT 90° TO PROPERTY LINE FROM CORNER BOARDS 4' UP.



THE SITE IS SITUATED IN ZONE "X" OF THE F.E.M.A. MAP SHEET #0014 E COMMUNITY #250230

" I HEREBY CERTIFY THAT THE PROPERTY LINES SHOWN ON THIS PLAN ARE THE LINES DIVIDING EXISTING OWNERSHIP, AND THE LINES OF WAYS ALREADY ESTABLISHED, AND THAT NO NEW LINES FOR DIVISION OF EXISTING OWNERSHIP OR FOR NEW WAYS ARE SHOWN."

FRANK O. HOLDGATE
PROFESSIONAL LAND SURVEYOR

DATE: ____________

I, JOHN J. SHUGRUE, PROFESSIONAL LAND SURVEYOR, HEREBY CERTIFY THAT THIS PLAN FULLY AND ACCURATELY DEPICTS THE LAYOUT, LOCATION, AND DIMENSIONS OF 'UNITS 1 & 2 UNIT 2 BEING THE NHNC' THE SLEEPY HOLLOW CONDOMINIUM ASBUILT.

FRANK O. HOLDGATE
PROFESSIONAL LAND SURVEYOR
DATE: MARCH 23, 2007

COMMONWEALTH OF MASSACHUSETTS
FRANK O. HOLDGATE
33899
REGISTERED LAND SURVEYOR

CONDOMINIUM SITE PLAN
SLEEPY HOLLOW CONDOMINIUM
IN
NANTUCKET, MA.
SCALE: 1"=40'
DATE: MARCH 23, 2007
JOHN J. SHUGRUE INC.
57 OLD SOUTH ROAD
NANTUCKET, MA. 02554
FOR: BLACKFIN LLC

0 40 80
SCALE IN FEET

SHEET 1 OF 4 SHEETS
ASSESSORS MAP 66 PARCEL NO. 450

CJ

6675SP 74 SOMERSET(2)2

VII. DISCHARGE OF SELLER'S CLOSING

COST ASSISTANCE PROGRAM

MORTGAGE ON 10 FIELD AVENUE

Discharge of Seller's CFAP Mortgage/Norman Chaleki 10 Field Avenue

Charlyn Puza <charlyn@housingnantucket.org>

Thu 4/25/2024 4:54 PM

To:Kristie Ferrantella <kferrantella@nantucket-ma.gov>
Cc:Ellis Ramos <eramos@nantucket-ma.gov>;Anne Kuszpa <anne@housingnantucket.org>;Wilda Falconer <wilda@housingnantucket.org>;David Buckley <david@dbuckleylaw.com>

Good afternoon Kristie,

Attorney David Buckley is preparing a discharge of Norman Chaleki's CFAP Mortgage for 10 Field Avenue. We have a check here for $10,000 to satisfy the mortgage and can drop it off.

Upon receipt of the check can we coordinate getting Brian Sullivan's signature on the discharge Attorney Buckley is preparing? The closing is scheduled for Tuesday, April 30. Thank you for your help with this.

Charlyn

Charlyn Puza - Program Administrator
Housing Nantucket
75 Old South Road
P.O. Box 3149
Nantucket, MA 02554
Office: 508-228-4422
Charlyn@housingnantucket.org

www.HousingNantucket.org

MASSACHUSETTS DISCHARGE OF MORTGAGE REAL ESTATE

The NANTUCKET AFFORDABLE HOUSING TRUST, ALSO KNOWN AS TOWN OF NANTUCKET AFFORDABLE HOUSING TRUST FUND, a municipal affordable housing trust created pursuant to G.L. c. 44, s. 55C by Declaration of Trust dated as of February 8, 2010 and recorded in the Nantucket County Registry of Deeds in Book 1221, Page 20, as amended by the First Amendment to Declaration of Trust dated September 25, 2014, recorded in said Registry in Book 1452, Page 272, having an address of 2 Fairgrounds Road, Nantucket, MA 02554, holder of a mortgage from Norman W. Chaleki, Individually and as Trustee of the Norman and Joan Realty Trust, dated September 28, 2023, and registered in Book 1962, Page 96 with the Nantucket County Registry of Deeds, in the original principal amount of $10,000.00, encumbering property situate at 10 Field Avenue, Nantucket, Massachusetts, hereby acknowledges full payment and satisfaction of said mortgage and the note and obligations secured thereby and hereby discharges the same.

IN WITNESS WHEREOF, the said NANTUCKET AFFORDABLE HOUSING TRUST has caused its seal to be hereto affixed and these presents to be signed in its name and behalf by Brian Sullivan, as Chair.

SIGNATURE PAGE FOLLOWS

This _____ day of April, 2024.

Town of Nantucket Affordable Housing Trust Fund

By: ______________________________
Brian Sullivan, Chair

COMMONWEALTH OF MASSACHUSETTS

County of Nantucket

On this ____ day of April, 2024, before me, the undersigned notary public, personally appeared Brian Sullivan, Chair of the Town of Nantucket Affordable Housing Trust Fund as aforesaid, (a) ____ personally known to me, or (b) ____ proved to me through satisfactory evidence of identification, which was ____________________________________, (type of identification) 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 his own behalf and as his free act and deed.

____
Official Signature and Seal of Notary Public
My Commission expires:

IX. OPEN MEETING LAW VIOLATION

THE COMMONWEALTH OF MASSACHUSETTS
OFFICE OF THE ATTORNEY GENERAL
ONE ASHBURTON PLACE
BOSTON, MASSACHUSETTS 02108

ANDREA JOY CAMPBELL
ATTORNEY GENERAL

(617) 727-2200
www.mass.gov/ago

April 25, 2024

OML 2024 – 78

Janelle M. Austin, Esq.
KP Law
101 Arch Street
Boston, MA 02110

By email only: jaustin@k-plaw.com

RE: Open Meeting Law Complaint

Dear Attorney Austin:

This office received a complaint from Meghan Glowacki on August 7, 2023, alleging that the Nantucket Affordable Housing Trust (the "Trust") violated the Open Meeting Law, G.L. c. 30A, §§ 18-25. The complaint was originally filed with the Trust on July 12, 2023, and you responded, on behalf of the Trust, by letter dated July 26, 2023. The complaint alleges that the Trust entered executive session for an improper purpose on April 7, 2023, and failed to timely approve open session minutes of meetings held between April 7, 2023, and July 5, 2023.

We appreciate the patience of the parties while we reviewed this matter. Following our review, we find that the Trust violated the Open Meeting Law in the ways alleged. In reaching this determination, we reviewed the original complaint, the Trust's response to the complaint, and the complaint filed with our office requesting further review. In addition, we reviewed the notice and open and executive session minutes of the Trust meeting held on April 7, 2023, a video recording of the April 7, 2023, meeting, and the notices and open session minutes of the Trust meetings held on August 8, 2023, and October 3, 2023.[1] Finally, we spoke with you via telephone on March 8, 2024.

FACTS

We find the facts as follows. The Trust is responsible for providing for the creation and preservation of affordable housing in Nantucket for the benefit of year-round low and moderate

[1] A video recording of the Trust meeting held on April 7, 2023, is available at https://www.youtube.com/watch?v=7XGN1R-_Ue4.

income households who would otherwise have difficulty, financial or otherwise, locating housing on Nantucket. See G.L. c. 44, § 55c.

In April of 2018, Surfside Development ("Surfside") applied to the Nantucket Zoning Board of Appeals (the "Zoning Board") for a comprehensive permit to construct 156 dwelling units - 60 single family homes and 96 condominiums, 25% of which would be designated as affordable units - on a 13-acre site at South Shore Road. Surfside thereafter modified the proposed development to 92 dwelling units, which would include 44 single family homes and 48 condominiums, 25% of which would be designated as affordable units. The Zoning Board conducted public hearings from May 2018 to April 2019, and issued a decision in June 2019, granting a comprehensive permit for the construction of 60 dwelling units - 40 single family homes and 20 condominiums - with numerous (over 150) conditions. Surfside appealed the decision to the Housing Appeals Committee and modified the proposed development again, to 156 condominium units. In September 2022, the Housing Appeals Committee affirmed the Zoning Board's granting of a comprehensive permit but concluded that certain conditions imposed by the Zoning Board rendered the project uneconomic and exceeded the authority of the Board. The Housing Appeals Committee vacated the Zoning Board's decision and directed the Zoning Board to issue an amended comprehensive permit.[2] In October 2022, the Zoning Board filed a complaint in Nantucket Superior Court appealing the Housing Appeals Committee's decision.[3]

On April 5, 2023, at 10:02 A.M., the Trust posted notice for a meeting to be held on April 7, 2023, at 10:30 A.M. via Zoom. The notice included eight topics, one of which was an executive session pursuant to 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."

The April 7, 2023, meeting was held as planned and the Trust convened in open session. After discussing the open session topics, Trust member Brooke Mohr moved to enter into executive session and not to return to open session "for the purpose of discussing the acquisition of Real Estate where an open meeting may have a detrimental effect on the negotiating position of the public body."[4] The Trust then approved a unanimous vote by roll call to convene in executive session. The Trust has released the minutes of the executive session. During the meeting, the Housing Director shared with the Trust that he would be recommending to the Select Board that the Town dismiss the appeal of the Housing Appeals Committee decision involving Surfside. The Housing Director stated this recommendation was based on several

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[2] Between Surfside's appeal to the Housing Appeals Committee in July 2019 and the Housing Appeals Committee's decision in September 2022, various interested parties filed motions to intervene and motions to dismiss with the Housing Appeals Committee and filed separate complaints in Superior Court with respect to the housing development project on South Shore Road.

[3] Town of Nantucket Zoning Board of Appeals v. Surfside Crossing, LLC and Massachusetts Housing Appeals Committee, 2275 CV 00027.

[4] We remind the Trust that the Open Meeting Law specifically provides that the chair must state the purpose for executive session. See G.L. c. 30A, § 21(b)(3) ("before the executive session, the chair shall state the purpose for the executive session, stating all subjects that may be revealed without compromising the purpose for which the executive session was called[.]"). However, it is permissible for the chair to explicitly delegate the responsibility for making the required statements to another individual. See OML 2016-124.

factors, including that the developers were now publicly stating that they saw the best version of the project as 75% serving year-round residents of Nantucket. The Trust unanimously voted to support the recommendation to dismiss the appeal.

On April 18, 2023, the Select Board and Surfside issued a joint statement advising residents that the parties would "shift away from the appeal of the Housing Appeals Committee decision and move forward in good faith collaboratively" to construct a housing development project on South Shore Road that would be reserved for year-round residents of Nantucket. The objective to reserve units for year-round residents would likely be implemented through long-term deed restrictions established by the Trust. On April 20, 2023, the Zoning Board, Housing Appeals Committee, and Surfside filed a "Stipulation of Dismissal" in Superior Court agreeing to dismiss the complaint filed by the Zoning Board.

The Trust held seven meetings between April 7, 2023, and July 5, 2023. During a meeting held on August 8, 2023, the Trust approved the minutes of the meetings held on April 4, 2023; April 7, 2023; May 3, 2023; June 13, 2023; and June 20, 2023. During a meeting held on October 3, 2023, the Trust approved the minutes of the meetings held on April 25, 2023; May 25, 2023; May 30, 2023; July 25, 2023; August 3, 2023; and August 8, 2023.

DISCUSSION

I. We Find that the Trust's Discussions During the April 7, 2023, Meeting Were Not Appropriate for Executive Session.

The Open Meeting Law was enacted "to eliminate much of the secrecy surrounding deliberations and decisions on which public policy is based." Ghiglione v. School Trust of Southbridge, 376 Mass. 70, 72 (1978). The Open Meeting Law requires that all meetings of a public body be conducted in an open session, unless an executive session is convened. G.L. c. 30A, §§ 20(a)-(b), 21. A public body may enter an executive, or closed, session for any of the ten purposes enumerated in the Open Meeting Law provided that it has first convened in an open session, that a majority of members of the body have voted to go into executive session, that the vote of each member is recorded by roll call and entered into the minutes, and the chair has publicly announced whether the open session will reconvene at the conclusion of the executive session. G.L. c. 30A, §§ 21(a), (b); see also OML 2014-94.[5]

One permissible reason for a public body to convene in executive session is "to consider the purchase, exchange, lease or value of real property if the chair declares that an open meeting may have a detrimental effect on the negotiating position of the public body." G.L. c. 30A, § 21(a)(6) ("Purpose 6"). Purpose 6, narrowly construed, permits a public body to meet in executive session to protect its negotiating position when seeking to purchase, exchange, or lease real estate, or to discuss the value of real estate where it has a negotiating position relative to that property. See G.L. c. 30A, § 21(a)(6); Allen v. Trust of Selectmen of Belmont, 58 Mass. App. Ct. 715, 719-721 (2003); OML 2019-143; OML 2016-50. When noticing an executive session

[5] Open Meeting Law determinations may be found at the Attorney General's website, https://www.mass.gov/the-open-meeting-law.

pursuant to Purpose 6, a public body must identify the property to be discussed if doing so would not compromise the purpose for which the executive session was called. See OML 2019-101; OML 2013-97; OML 2012-52.

The complaint challenges the propriety of the Trust's discussions in executive session during the meeting held on April 7, 2023. Following our review of the executive session minutes and conversation with town legal counsel, we find that the discussions by the Trust during this executive session meeting were not appropriate under Purpose 6. Purpose 6 is intended to preserve confidentiality in negotiating the value of the property to be purchased, exchanged or leased to avoid putting the public body at a disadvantage in its negotiations for the property. See District Atty. for the Plymouth Dist. v. Trust of Selectmen of Middleborough, 395 Mass. 629, 633 n.5 (1985); OML 2019-10; OML 2016-50. While we understand that the Trust has the authority to impose housing restrictions on the property being developed by Surfside, the discussions during the April 7, 2023, meeting did not relate to the purchase, exchange, lease or value of the property. Rather, the executive session minutes make clear that the discussion related to the decision by the Town to dismiss the appeal filed by the Zoning Board of the Housing Appeals Committee's decision regarding the comprehensive permit for Surfside's housing project. See OML 2020-14; OML 2019-59. We find that the Trust violated the Open Meeting Law by having such discussions in executive session. We remind the Trust that the proper application of Purpose 6 is to protect a public body's negotiating position vis-à-vis other parties to a transaction and not to escape the inconvenience of public scrutiny or opposition. See OML 2022-119; OML 2020-158. Because the Trust has released the minutes of the April 7, 2023, executive session and because it was the Select Board and not the Trust that authorized dismissing the appeal, we order no further remedial action.

II. We Find that the Trust Failed to Timely Approve Open Session Meeting Minutes.

The complaint also alleges that the Trust failed to timely approve minutes for meetings held between April 7, 2023, and July 5, 2023. The Open Meeting Law requires public bodies to create and approve minutes of all open sessions in a timely manner. G.L. c. 30A, § 22(c). "Timely manner" means "within the next three public body meetings or within 30 days, whichever is later, unless the public body can show good cause for further delay." See 940 CMR 29.11; OML 2018-48. Whenever possible, we recommend that minutes of a meeting be approved at the next meeting. See OML 2018-67; OML 2017-133.

We find that the minutes of the seven meetings held between April 7, 2023, and July 5, 2023, which included April 7, 2023; April 25, 2023; May 3, 2023; May 25, 2023; May 30, 2023; June 13, 2023; and June 20, 2023, were not approved in a timely manner where the minutes were not approved within the later of the next three meetings or 30 days following each meeting. See OML 2021-155. In general, staffing shortages of the type that all governmental bodies with limited resources experience, or periodic staff vacancies, do not constitute good cause for failing to approve minutes in a timely manner, as it is the responsibility of the public body and its members to take steps to ensure that staff have adequate assistance to complete the minutes in a timely manner, including having members of the public body assist in the creation of minutes if necessary. See OML 2021-177; OML 2018-105; OML 2015-86. Ultimately, the responsibility for complying with the Open Meeting Law's requirement that meeting minutes be created and approved in a timely manner rests with public bodies and members of such bodies, not with individual public employees, such as administrative staff. See OML 2018-105. We find that the Trust violated the Open Meeting Law by failing to approve these seven sets of minutes in a timely manner. Although not a replacement for minutes, we note that video recordings of Trust meetings were promptly made available online after each meeting, thus there is no indication that the Trust intended to withhold information from the public. See OML 2022-95. Nevertheless, we remind the Trust that an audio or video recording of a meeting does not constitute minutes, for purposes of the Open Meeting Law because the law requires that meeting minutes include a summary of the discussions on each subject, and a recording is essentially a transcript of the meeting. See G.L. c. 30A, § 22(a) (minutes of all meetings, including executive sessions, must include the date, time and place, the members present or absent, a summary of the discussions on each subject, a list of documents and other exhibits used at the meeting, and the decisions made and the actions taken at each meeting, including the record of all votes).

We take this opportunity to clarify that the Open Meeting Law does not govern the method for approving minutes. Public bodies may choose the method for approving their minutes, including approval by the public body chair or another designee alone, by majority vote of the public body, or by consent of the body (approved unless there is an objection). See OML 2022-85; OML 2019-107; OML 2019-25; OML 2017-34. There is no requirement in the Open Meeting Law that only public body members in attendance at the meeting at issue vote to approve the minutes, nor does a lack of quorum of public body members who were in attendance during prior meetings constitute good cause for delay in approving minutes. See OML 2022-214; OML 2019-25.

Finally, we note that the Open Meeting Law does not require that public bodies post their minutes to a website or that minutes be submitted to the Town Clerk, but rather that meeting minutes be made available within 10 days of a request.[6] See G.L. c. 30A, § 22(c); OML 2020-19; OML 2018-107; OML 2013-103.

CONCLUSION

We find that the Trust violated the Open Meeting Law by discussing an improper topic in executive session under Purpose 6 and by failing to timely approve open session meeting minutes. We order immediate and future compliance with the law's requirements, and we caution that similar future violations could be considered evidence of intent to violate the law. Where the Trust has released the executive session minutes of the April 7, 2023, meeting, we decline to order further remedial action.

[6] The Supervisor of Records within the Office of the Secretary of the Commonwealth has issued regulations under the Public Records Law requiring that a municipal public records access officer, "to the extent feasible, post commonly available public record documents on a website maintained by the municipality." See 950 CMR 32.04(5)(g).

We now consider the complaint addressed by this determination to be resolved. This determination does not address any other complaints that may be pending with our office or the Trust. Please feel free to contact our office at (617) 963-2540 if you have any questions regarding this letter.

Sincerely,

KerryAnne Kilcoyne

KerryAnne Kilcoyne
Assistant Attorney General
Division of Open Government

cc: Meghan Glowacki – By email only: MPEventing@me.com
Nantucket Affordable Housing Trust c/o Kristie Ferrantella, Housing Director – By email only: kferrantella@nantucket-ma.gov
Nantucket Town Clerk – By email only: townclerk@nantucket-ma.gov

This determination was issued pursuant to G.L. c. 30A, § 23(c). A public body or any member of a body aggrieved by a final order of the Attorney General may obtain judicial review through an action filed in Superior Court pursuant to G.L. c. 30A, § 23(d). The complaint must be filed in Superior Court within twenty-one days of receipt of a final order.

May 15, 2024 Select Board Meeting

Public Comment Follow-up Item from May 1, 2024
The comment pertained to an Open Meeting Law violation of the Affordable Housing Trust with respect to executive session and the timely release of meeting minutes. The violation has been resolved pursuant to a determination issued by the Attorney General's Division of Open Government (attached).

Further Town Action:
Given the number of Town boards, committees and commissions and associated meetings which occur on an annual basis (hundreds), the number of confirmed violations is low.* Despite this, zero violations would be best. In working toward a goal of zero, Town Administration has communicated to all of the Town's boards, committees and commissions ("Boards"), the schedule of Open Meeting Law training through the Attorney General's office. We have started tracking attendance at the training sessions to ensure that members are attending the training.

With the Board's endorsement, it is also recommended that prior to posting, the executive session meeting agendas of all Town Boards, must be approved through Town Administration ahead of posting. This will necessitate proper planning by those boards so that sufficient time is allowed for the necessary review.

**Specifically, since 2011 when Open Meeting Law violation determinations were posted on-line by the state, Nantucket has had:*

10 Determinations of Violation
9 Determinations of No Violation

Breakdown (confirmed determinations only):

Affordable Housing Trust	*1*
NP&EDC	*1*
Select Board	*1*
HDC	*4*
School Committee	*1*
Land Bank	*1*
Energy Committee	*1*
Total	*10*

Of the thousands of public meetings that have been held since 2011 (let us say at least 13,000 = approx. 1000/year x 13 years), this equals less than 1 confirmed violation per year. Or, of 13,000 meetings, .0007% were complained about and found to be in violation. To put it in perspective – less than 1%.

It is also worth noting that when Town Administration established a Public Records Access Officer/Open Meeting Law Compliance position in 2019, the position was intended to respond to and process public records requests; and, ensure Town-wide compliance with the provisions of the Open Meeting Law and other committee administration activities (these include meeting postings; ensuring that minutes and agendas are prepared and filed appropriately and timely; meeting space arrangements; inquiries relating to committee member and employee communication, the Committee Handbook; ensuring that all annual training is arranged and attended; and now, there is more oversight and involvement with hybrid meetings). Due to the volume of public records requests, the incumbent in the position spends the vast majority of time processing public records requests with little time available for Open Meeting Law compliance activities. We have added an additional dedicated committee administration position to our list of potential FY 2026 budget items.

X. SELECT BOARD STRATEGIC PLAN

HOUSING FOCUS

SELECT BOARD STRATEGIC PLAN IMPLEMENTATION MATRIX (February 2024)							
Focus Area/Goals	**Strategy**	**Overlap w/ Other Strategies**	**Focus Area Team**	**Staff / Committees to Include**	**Existing Plans / Initiatives**	**Action Steps / Comments**	**Status**
HOU: HOUSING (SB Liaison: Dawn Hill Holdgate / Focus Area Leader: Kristie Ferrantella) 							
Aspirational Statement: Nantucket is a diverse community with a broad spectrum of economic circumstances and has housing stock that meets the range of needs. Year-round housing is achievable for those who work on the Island, especially municipal employees. The various tiers of affordable and attainable housing make year-round living comfortable, stable, and inclusive. Our seasonal workforce is able to find safe and secure housing. Homes on Nantucket are well-constructed, energy efficient, and integrated into the character of the Island.							
Goals:							
HOU-1: Prioritize the housing needs of Town and school employees, including unit development, maintenance, and management.	HOU-1a:	EEO-1b; HVC-2b	Kristie Ferrantella	Employee Housing Focus Group: Chief Cranson, Police Chief, Superintendent, Patnode, Leslie Snell, LG, RS	Determine Housing Needs for municipal employees	1. Develop Employee Housing Focus Group. 2. Develop Employee Housing Survey	In Progress
HOU-2: Evaluate the potential for a coordinated housing effort for public employees across municipal operations	HOU-2a:	HVC-2b	Kristie Ferrantella	EHFG		1. Create Employee Housing Focus Group. 2. Hire Rental Property Manager 3. Develop Seasonal Dormitory 4. EOHLC Special Municipal Local Preference	In Progress
HOU-3: Explore incentives to encourage year-round rentals.	HOU-3a:	HVC-3a	Kristie Ferrantella	AHTF		1. Create Year-Round Deed Restriction Pilot Program. 2. Investigate Good Landlord Tax Exemption. 3. Explore Lease to Locals Pilot Program	In Progress
HOU-4: Achieve and maintain Safe Harbor status under Chapter 40B to maintain local control over affordable and attainable housing initiatives.	HOU-4a:		Kristie Ferrantella	Affordable Housing Trust Fund	Housing Production Plan	Work with developers to construct affordable housing projects during the 2024 calendar year to maintain safe harbor past Dec 11, 2024. Develop RFPs for vacant land and issue for development in 2024-2026.	In Progress
HOU-5: Through a variety of approaches, promote affordable and attainable home ownership opportunities for the year round community, which will meet housing needs at all income levels and lessen the burdens of government.	HOU-5a:		Kristie Ferrantella	AHTF		1. Develop Year-Round Deed Restriction as downpayment assistance program 2. Issue RFP to develop homeownership opportunities on vacant land. 3. Issue RFP to release lots at 5, 7, and 9 Waitt Drive for homeownership (DONE).	In Progress

X. Approval and Execution of Purchase and Sale Agreement of 12 Honeysuckle Drive—ACTION

<u>FROM THE OFFICES OF</u>:

BEAUDETTE AND SWAIN, LLC
ATTORNEY RICHARD P. BEAUDETTE, ESQ.
KEY POST CORNER, 35D OLD SOUTH ROAD
PO BOX 2049
NANTUCKET, MA 02584
508-228-4455

STANDARD FORM PURCHASE AND SALE AGREEMENT

<u>EXECUTED</u> on: _______________________ ("Agreement Delivery Date")

1. <u>PARTIES</u>

NHA PROPERTIES, INC.
75 OLD SOUTH ROAD
NANTUCKET, MA 02554

(the "SELLER") agrees to sell and

TOWN OF NANTUCKET AFFORDABLE HOUSING TRUST FUND
U/D/T DATED FEBRUARY 8, 2010
16 BROAD STREET
NANTUCKET, MA 02554

(the "BUYER") agrees to BUY, upon the terms hereinafter set forth, the following described premises:

2. **<u>DESCRIPTION</u>**: That certain parcel of land and structures and improvements thereon situate in Nantucket, Town and County, Commonwealth of Massachusetts, now known and numbered 1**2 Honeysuckle Drive**, being the real estate identified as **Lot 1055** on **Land Court Plan No. 16514-147**. For Grantor's Title See Certificate of Title No. 28846, registered with the Nantucket Registry District of the Land Court.

3. **<u>BUILDINGS, STRUCTURES, IMPROVEMENTS, FIXTURES</u>**: Included in the sale as a part of the Premises are the buildings, structures, and improvements now thereon, and the fixtures belonging to the SELLER and used in connection therewith including, if any, all venetian blinds, window shades, screens, screen doors, storm windows and doors, awnings, shutters, furnaces, heaters, heating equipment, stoves, ranges, oil and gas burners and fixtures appurtenant thereto, hot water heaters, plumbing and bathroom fixtures, electric and other lighting fixtures, mantels, outside television antennas, fences, gates, trees, shrubs, plants, and, refrigerator, air conditioning equipment, ventilators, garbage disposers, dishwashers, washing machines and dryers.

4. **TITLE DEED**: The Premises are to be conveyed by a good and sufficient quitclaim deed running to the BUYER, or to the nominee designated by the BUYER by written notice to the SELLER at least seven (7) days before the deed is to be delivered as herein provided, and said deed shall convey a good and clear record and marketable title thereto, free from encumbrances, except: **the Permitted Encumbrances set forth in Paragraph (29) of this Agreement**.

5. **PLANS**: If said deed refers to a plan necessary to be recorded therewith, the SELLER shall deliver such plan with the deed in form adequate for recording or registration.

6. **REGISTERED TITLE**: In addition to the foregoing, if the title to the Premises is registered, said deed shall be in form sufficient to entitle the BUYER to a Certificate of Title of the Premises, and the SELLER shall deliver with said deed all instruments, if any, necessary to enable the BUYER to obtain such Certificate of Title.

7. **PURCHASE PRICE**: The agreed purchase price for the Premises is **ONE MILLION SEVEN HUNDRED THOUSAND and 00/100 ($1,700,000.00) DOLLARS** of which:

$ 1,700,000.00	to be paid at the time of delivery of the deed in cash, or by certified, cashier's, treasurer's, or bank check(s) or municipal check, or by wire transfer to Beaudette & Swain, LLC, Attorney for Seller.
$ 1,700,000.00	TOTAL

8. **TIME FOR PERFORMANCE; DELIVERY OF DEED**: Such deed is to be delivered at 11:00 o'clock a.m. on Tuesday, May 28, 2024, at the Nantucket Registry of Deeds, unless otherwise agreed upon in writing. It is agreed that time is of the essence of this Agreement. Because the Premises is new construction, the Seller is required to deliver an unconditional Certificate of Occupancy as a condition of Closing.

9. **POSSESSION AND CONDITION OF PREMISES**: Full possession of the Premises free of all tenants and occupants, is to be delivered at the time of the delivery of the deed, the Premises to be then (a) in broom clean condition and in new condition; (b) not in violation of said building and zoning laws ; and (c) in compliance with the provisions of any instrument referred to in Paragraphs 4 or 29 of this Agreement. The BUYER shall be entitled to an inspection of the Premises prior to the delivery of the deed in order to determine whether the condition thereof complies with the terms of this Paragraph.

(i) the Premises is in clean condition, free of all Seller's debris, rubbish, and building materials, (ii) Seller has obtained an unconditional Certificate of Occupancy from the Town of Nantucket; and (iii) all other governmental approvals for occupancy of the Premises have been obtained.

Buyer and Seller also agree that Seller as part of the construction of the Premises has already paid for the cost of installing the lines and facilities which will provide the utilities (gas, water, sewer and electricity)for the use of the Premises, together with any "tap on" or "connection" fees to the utility provider.

Additionally upon the recording of the Deed, the Buyer will be a Member of the Sandpiper Community Center Homeowners Association Trust and will be obligated to pay a monthly assessment. Said membership will be in perpetuity and shall run with the land.

10. **EXTENSION TO PERFECT TITLE OR MAKE PREMISES CONFORM**: If the SELLER shall be unable to give title or to make conveyance, or to deliver possession of the Premises, all as herein stipulated, or if at the time of the delivery of the deed the Premises do not conform with the provisions hereof, and the SELLER shall use reasonable efforts to remove any defects in title, or to deliver possession as provided herein, or to make the Premises conform to the provisions hereof, as the case may be, in which event the time for performance hereof shall be extended for a period of thirty (30) days.

11. **FAILURE TO PERFECT TITLE OR MAKE PREMISES CONFORM, etc.:** If at the expiration of the extended time the SELLER shall have failed so to remove any defects in title, deliver possession, or make the Premises conform, as the case may be, all as herein agreed, or if at any time during the period of this Agreement or any extension thereof, the holder of a mortgage on said premises shall refuse to permit the insurance proceeds, if any, to be used for such purposes, then, at the BUYER'S option, any payments made under this Agreement shall be forthwith refunded and all other obligations of all parties hereto shall cease and this Agreement shall be void without recourse to the parties hereto.

12. **BUYER'S ELECTION TO ACCEPT TITLE**: The BUYER shall have the election, at either the original or any extended time for performance, to accept such title as the SELLER can deliver to the Premises in their then condition and to pay therefore the purchase price without deduction, in which case the SELLER shall convey such title, except that in the event of such conveyance in accord with the provisions of this Paragraph, if the Premises shall have been damaged by fire or casualty insured against, then the SELLER shall, unless the SELLER has previously restored the Premises to their former condition, either:

(a) pay over or assign to the BUYER, on delivery of the deed, all amounts recovered or recoverable on account of such insurance, less any amounts reasonably expended by the SELLER for any partial restoration, or

(b) if a holder of a mortgage on the Premises shall not permit the insurance proceeds or a part thereof to be used to restore the Premises to their former condition or to be so paid over or assigned, give to the BUYER a credit against the purchase price, on delivery of the deed, equal to said amounts so recovered or recoverable and retained by the holder of the mortgage less any amounts reasonably expended by the SELLER for any partial restoration.

13. ACCEPTANCE OF DEED: The acceptance of a deed by the BUYER or the BUYER'S nominee as the case may be, shall be deemed to be a full performance and discharge of every agreement and obligation herein contained or expressed, except such as are, by the terms hereof, to be performed after the delivery of said deed, in which event this Agreement shall be continued in full force only as to such items until such items have been completed as agreed..

14. USE OF PURCHASE MONEY TO CLEAR TITLE: To enable the SELLER to make conveyance as herein provided, the SELLER may, at the time of delivery of the deed, use the purchase money or any portion thereof to clear the title of any or all encumbrances or interests, provided that all instruments so procured are recorded simultaneously with the delivery of said deed or reasonable and customary conveyancing practices are followed and the instruments are recorded promptly after the Closing.

15. INSURANCE: Until the delivery of the deed, the SELLER shall maintain insurance on the premises as follows:

	Type of Insurance	*Amount of Coverage*
(a)	Fire	
(b)	Extended coverage	As presently insured but not less than full replacement coverage.

Risk of Loss to remain with the Seller until the Buyer registered the Deed.

16. ASSIGNMENT OF INSURANCE: THIS PARAGRAPH IS INTENTIONALLY OMITTED.

17. ADJUSTMENTS: Taxes and Homeowners Association Dues for the then current year, shall be apportioned and fuel value shall be adjusted, as of the day of performance of this Agreement and the net amount thereof shall be added to or deducted from, as the case may be, the purchase price payable by the BUYER at the time of delivery of the deed. The Buyer and Seller acknowledge and agree that upon the deed delivery date, property taxes and personal property taxes have been apportioned and adjusted.

18. ADJUSTMENT OF UNASSESSED AND ABATED TAXES: If the amount of said taxes or charges is not known at the time of the delivery of the deed, they shall be apportioned on the basis of the assessments for the preceding year, with a reapportionment as soon as the new taxes or charges can be ascertained; and, if the taxes which are to be apportioned shall thereafter be reduced by abatement, the amount of such abatement, less the reasonable cost of obtaining the same, shall be apportioned between the parties, provided that neither the SELLER nor the BUYER shall be obligated to institute or prosecute proceedings for an abatement unless herein otherwise agreed.

19. <u>BROKER'S FEE</u>: THIS PARAGRAPH IS INTENTIONALLY OMITTED

20. <u>BROKER(S) WARRANTY</u>: THIS PARAGRAPH IS INTENTIONALLY OMITTED

21. <u>DEPOSIT</u>: THIS PARAGRAPH IS INTENTIONALLY OMITTED.

22. <u>BUYER'S DEFAULT; DAMAGES</u>: If the BUYER shall fail to fulfill the BUYER'S agreements herein, this agreement shall be null and void and without recourse to either party.

23. <u>SALE OF PERSONAL PROPERTY</u>: THIS PARAGRAPH IS INTENTIONALLY OMITTED.

24. <u>RELEASE BY HUSBAND OR WIFE</u>: THIS PARAGRAPH IS INTENTIONALLY OMITTED.

25. <u>REAL ESTATE BROKERS AS PARTY, BROKERS DISCLOSURES, AND BROKER(S) WARRANTY</u>:

a. **<u>WARRANTY OF NO BROKER</u>**: The BUYER represents and warrants that the BUYER was not introduced to the Premises by any broker and that the BUYER has not dealt with any broker in connection with the transaction which is the subject of this Agreement in any fashion which will give rise to a claim for a commission in this sale. The BUYER hereby undertakes and agrees, to the extent permitted by law, to save and hold harmless the SELLER from and against any claims for brokerage commissions which may be asserted against the SELLER in connection with this sale, including all costs and expenses which may be incurred by SELLER in defending against any such claim, as to which the BUYER shall be in breach of such representation and warranty. The SELLER represents and warrants that the SELLER has given no exclusive listing of the Premises such as to result in a broker's commission being payable with respect to this sale and has not listed the Premises under circumstances which would give rise to a commission in this sale in the absence of any dealings between the BUYER and any broker. The SELLER hereby undertakes and agrees to save and hold harmless the BUYER from and against any claims for brokerage commissions which may be asserted against the BUYER in connection with this sale, including all costs and expenses which may be incurred by BUYER in defending against any such claim, as to which the SELLER shall be in breach of such representation and warranty.

26. <u>LIABILITY OF TRUSTEE, SHAREHOLDER, BENEFICIARY, etc.</u>: If the SELLER or BUYER executes this Agreement in a representative or fiduciary capacity, only the principal or the estate represented shall be bound, and neither the SELLER or BUYER so executing, nor any shareholder or beneficiary of any trust, shall be personally liable for any obligation, express or implied, hereunder.

27. <u>WARRANTIES AND REPRESENTATIONS</u>: The BUYER acknowledges that the BUYER has not been influenced to enter into this transaction nor has the BUYER relied upon any warranties or representations not set forth or incorporated in this Agreement or previously made in writing, except for the following additional warranties and representations, if any, made by either the SELLER or the

Broker(s): **NONE**, except the Seller shall execute an assignment of the Builder's Warranty extended to the Seller by the Contractor who built the house on the Premises

28. CONSTRUCTION OF AGREEMENT: This instrument, executed in multiple original counterparts, is to be construed as a Massachusetts contract, is to take effect as a sealed instrument, sets forth the entire contract between the parties, is binding upon and enures to the benefit of the parties hereto and their respective heirs, devisees, executors, administrators, successors, and assigns, and may be cancelled, modified, or amended only by a written instrument executed by both the SELLER and the BUYER. If two or more persons are named herein as BUYER their obligations hereunder shall be joint and several. The captions and marginal notes are used only as a matter of convenience and are not to be considered a part of this Agreement or to be used in determining the intent of the parties to it.

29. PERMITTED ENCUMBRANCES: The title to be conveyed hereunder may be subject to any or all of the following Permitted Encumbrances:

(a) Laws, by-laws, rules, and regulations, whether federal, state, or local, which affect the use of the Premises, including, but not limited to, building codes, the Massachusetts Zoning Act and Nantucket Zoning By-Law, state and local wetlands protection laws, Nantucket Board of Health and rules and regulations of the Nantucket Historic District Commission; provided that none of the foregoing shall prohibit, prevent, or interfere with the use of the Premises for the BUYERS' intended purpose of use and occupancy of the existing dwelling and customary appurtenances upon the Premises.

(b) Real estate taxes for the then-current fiscal year and future periods which are not due and payable at the time of delivery of the deed.

(c) Any fee which may be imposed upon the transaction which is the subject of this agreement by the Nantucket Land Bank Commission, which the BUYER agrees to pay at the time of delivery of the deed.

(d) Special Permit (No. 3-94) issued by the Nantucket Planning Board, dated August 17, 1995, filed as Document No. 16377, as affected by Special Permit (No. 3-94) issued by the Nantucket Planning Board, dated August 17, 1995, filed as Document No. 91088, as affected by Minor Modification dated April 26, 1999, filed as Document No. 91119, as affected by Minor Modification dated September 28, 2001, filed as Document No. 94694, as further affected by Modification dated August 13, 2012, filed as Document No. 138281, as affected by Modification dated November 15, 2015, filed as Document No. 151047.

(e) Grant of Easement to Nantucket Electric Company dated March 21, 2001, registered as Document No. 92622 at the Nantucket Registry District of the Land Court.

(f) Grant of Easement to the Town of Nantucket, acting through its Board of Water Commissioners, dated April 23, 2001, registered as Document No. 92623 at the Nantucket Registry District of the Land Court.

(g) Grant of Easement to Verizon New England Inc. dated April 25, 2001, registered as Document No. 92835 at the Nantucket Registry District of the Land Court.

(h) Grant of Easement to Media0ne of Massachusetts, Inc. dated May 1, 2001, registered as Document No. 92966 at the Nantucket Registry District of the Land Court.

(i) Grant of Easement to Nantucket Electric Company dated February 3, 2004, registered as Document No. 106385 at the Nantucket Registry District of the Land Court.

(j) Conservation and Management Permit in favor of Massachusetts Division of Fisheries and Wildlife dated May 3, 2017, registered with the Nantucket Registry District of the Land Court as Document No. 155485; as affected by Certificate of Compliance registered as Document No. 164245.

(k) Special Permit Decision with (Major) Site Plan Review (SPR) for "Sandpiper Place II (North)" Workforce Homeownership Development Project, dated February 23, 2017, registered as Document No. 155432; as affected by Approval of a Modification of a Previously Granted Special Permit (Planning Board File #60-18), dated August 13, 2018, registered with the Nantucket Registry District of the Land Court as Document No. 162034.

(l) Instrument of Trust of Sandpiper Place Homeowners Association Trust dated May 7, 2018, registered with Nantucket Registry District as Document No. 158439; as affected by Fist Amendment to Instrument of Trust dated November 11, 2021, registered with the Nantucket Registry District of the Land Court as Document No. 172061.

(m) Declaration of Covenants, Restrictions, and Easements dated May 7, 2018, registered with Nantucket Registry District of the Land Court as Document No. 158440, as affected by First Amendment to Declaration of Covenants, Restrictions, and Easements dated June 18, 2020, registered with the Nantucket Registry District of the Land Court as Document No. 165570; and as further affected by Second Amendment to Declaration of Covenants, Restrictions, and Easements dated November 11, 2021, registered with the Nantucket Registry District of the Land Court as Document No. 172060.

(n) Declaration of Restrictive Covenants dated September 13, 2018, registered with the Nantucket Registry District of the Land Court as Document No. 159499.

(o) Local Initiative Program Regulatory Agreement and Declaration of Restrictive Covenants dated May 23, 2019, registered with the Nantucket Registry District of the Land Court as Document No. 161880; as affected by First Amendment to Local Initiative Program Regulatory Agreement and Declaration of Restrictive Covenants dated November 20, 2019, registered with the Nantucket Registry District of the Land Court as Document No. 164247; as further affected by Assignment and Assumption of Local Initiative Program Regulatory Agreement and Declaration of Restrictive Covenants For Ownership Project "Sandpiper Place II" (NORTH) Workforce Homeownership Development Project dated January 19, 2022, registered with the Nantucket Registry District of the Land Court as Document No 172921.

(p) Grant of Easement in favor of Richmond Meadows Two ACK, LLC, dated May 22, 2019, registered with the Nantucket Registry District of the Land Court as Document No. 161873.

(q) Grant of Easement dated September 26, 2019, registered with the Nantucket Registry District of the Land Court as Document No. 163637.

(r) Regulatory Agreement and Declaration of Restrictive Covenants For The Sandpiper Place Workforce Homeownership Development Project dated August 3, 2021, registered with the Nantucket Registry District of the Land Court as Document No. 170543; as affected by First Amendment to Regulatory Agreement and Declaration of Restrictive Covenants For The Sandpiper Place Workforce Homeownership Development Project dated January 19, 2022, registered with the Nantucket Registry District of the Land Court herewith as Document No. 172920; and as further affected by Assignment and Assumption of Regulatory Agreement and Declaration of Restrictive Covenants For The Sandpiper Place Workforce Homeownership Development Project dated January 19, 2022, registered with the Nantucket Registry District of the Land Court as Document No. 172921.

(s) Covenant with Nantucket Planning Board dated December 8, 2021, registered with Nantucket Registry District of the Land Court as Document No. 172488, as affected by Form J Release dated December 8, 2021, registered with Nantucket Registry District of the Land Court as Document No. 172489.

(t) Encumbrances of record registered on Certificates of Title No. 24872, 28405 and 28846 with the Nantucket Registry District for the Land Court.

30. <u>PREMISES TO BE CONVEYED IN NEW CONDITION</u>: BUYER acknowledges that it has been given an opportunity to conduct an inspection of the property and that the property is sold in new condition as of the Agreement Delivery Date, , and that no representations have been made by SELLER with regard to its condition except those contained in this Agreement. BUYER and SELLER agree that they have incorporated in this Agreement their entire understanding and no oral statement of prior written statement made by either of them, or by any other person, extrinsic to this Agreement, shall have any force and effect. BUYER agrees that he is not relying on any representations, oral or written, concerning the age, condition, workmanship or suitability of the premises, or any part thereof, for any purpose, made by any person, other than those representations set forth in this Agreement or in other documents made specifically a part hereof.

31. <u>BUYER'S PRE-CLOSING INSPECTION AND PUNCH LIST:</u>
Seller shall provide Buyer notice of substantial completion of the Property, whereupon the Parties shall conduct a walk-through inspection of the Property. At that time, the parties shall prepare a punch list which are the Seller's responsibility to be completed under the provisions of this Agreement. The punch list items shall be completed within thirty (30) days following the Closing Date, unless such delay is caused by weather conditions, material shortages or other causes beyond the Seller's reasonable control, in which event the Seller shall be entitled to an additional thirty (30) day extension to complete such item.

32. <u>TITLE INSURANCE CONTINGENCY</u>: It is agreed that in the event of a title matter for which a title insurance company is willing to issue a so called "clean policy" or provide "affirmative coverage" over a known defect or problem, Buyer may elect to accept the same, but shall not be required to do so, and shall have the right to deem the title unacceptable or unmarketable and to terminate this Agreement and as a result of termination under this paragraph then all deposits made hereunder by the

Buyer shall be forthwith refunded and all other obligations of the parties shall hereto cease and this Agreement shall be void and without recourse to the parties hereto.

Notwithstanding anything herein contained, the Property shall not be considered to be in compliance with the provisions of this Agreement with respect to title unless:

(a) all buildings, structures and improvements, including but not limited to, any driveways, garages and all means of access to the Property, shall be located completely within the boundary lines of the Property, and shall not encroach upon or under any property of any other persons or entities;

(b) no buildings, structure or improvements of any kind encroaches upon the Property from other property;

(c) the property has unrestricted or unencumbered access to a public way, duly laid out or accepted as such by the town in which the Property is located;

(d) all orders of conditions or conditions set forth in zoning or administrative decisions are fully complied with, and such compliance is established of record, and title to the property shall be deemed satisfactory by a title insurance company, is willing to issue, upon the delivery and recording of the Deed, at normal title insurance premium rates for lender's and owner's title insurance policy on the then-current ALTA form, insuring fee title in Buyer, free from all exceptions, other than standard preprinted exclusions from coverage and those permitted by Paragraph 4 .

33. <u>DELIVERY OF DOCUMENTS</u>: At the time of the delivery of the deed, as a condition for the BUYER's performance hereunder, the SELLER shall deliver to the BUYER the following:

(a) A so-called affidavit with respect to mechanic's liens and parties in possession so as to allow the BUYER to obtain title insurance free from all exceptions for such matters;

(b) A form 1099-B to be filed with the Internal Revenue Service pursuant to 6045 (e) of the Internal Revenue Code; and

(c) A certificate that to the best of its knowledge the residential premises they are selling is not insulated with urea formaldehyde foam insulation in accordance with the provisions of M.G.L. Chapter 255, Section 12I.

(d) A certificate in compliance with Internal Revenue Code Section 1445(b)(2) stating that they are not a "foreign person" as defined by the above section which provides his/her/their taxpayer identification numbers.

(e) A certificate from the Fire Department of the Town of Nantucket stating that said Premises has been equipped with approved carbon monoxide and smoke detectors in conformity with applicable law. The Seller shall either comply with the Town of Nantucket Oil Tank Bylaw, Chapter 135, or be exempt therefrom at the time of the delivery of the deed hereinabove.

(f) A closed-out building permit, and a certificate of occupancy, if applicable, relating to any outstanding building permit affecting the Premises.

(g) Seller agrees to include language in the Deed releasing any claim of Homestead rights pursuant to M.G.L. c. 188.

(h) Certificate of No Unpaid Common Expenses from Sandpiper Place Homeowners Association Trust stating that there are no unpaid Assessments and/or common expenses due or payable from Lot 1055.

(i) An assignment of the One-year builder's warranty extended to the Seller from the contractor which constructed the dwelling on the Premises.

34. **TITLE STANDARDS**: Any matter relating to the performance of this agreement which is the subject of a title, practice, or ethical standard of the Massachusetts Real Estate Bar Association shall be, to the extent applicable, governed by such standard.

35. **EFFECT OF RESCISSION**: In the event that this Agreement shall be rescinded by notice duly given pursuant to any provisions hereof, this Agreement shall be null and void and without recourse to any party hereto, and all deposits, with interest accrued shall be returned to the BUYER.

36. **SEVERABILITY**: If any provision or condition of this Agreement shall be deemed invalid or unenforceable, the remaining provisions and conditions shall remain in full force and effect and shall be valid and enforceable to the fullest extent permitted by law.

37. **VENUE**: The parties hereto agree that all actions on this agreement shall be brought in the District Court or Superior Court Departments of the Trial Court, Commonwealth of Massachusetts, Nantucket Division, to the extent that said Court shall have jurisdiction of the subject matter in any such action.

38. **TRUSTEES CERTIFICATE**: If applicable, the SELLER agrees to provide a Certificate signed by the Trustee which states that the transaction has been duly authorized by all the beneficiaries, that no beneficiaries of the Trust have died within the last ten years, that none of the beneficiaries are corporations (nor have there been any corporate beneficiaries within the last three years) and that none of the beneficiaries is a minor or lacks the necessary capacity to authorize the transaction.

38. **ESCROW AGENT**: **THIS PARAGRAPH IS INTENTIONALLY OMIITTED.**

39. **HOME EQUITY LINE OF CREDIT MORTGAGES**: In the event that the Premises are subject to a mortgage securing a line of credit as to which the balance is in part dependent upon advances secured by checks or orders executed by the borrower, the SELLER shall furnish the BUYER, at least fourteen (14) days prior to the date for delivery of the deed, with a written confirmation, signed by an appropriate officer of the mortgagee, that all rights of the mortgagor to secure further advances have been terminated and will not be reinstated without notice to the BUYER or BUYER's attorney, and setting forth the present balance of such line of credit, together with *per diem* interest and any other charges which may come due prior to the date for delivery of the deed.

40. **EXTENSION AUTHORITY**: By executing this Agreement, the BUYER and the SELLER hereby grant to their attorneys, **Beaudette and Swain, LLC** and **KP Law, P.C.** the actual authority to bind them by facsimile for the limited purpose of allowing them to grant extensions, and the BUYER and SELLER shall be able to rely upon signature of said attorneys as binding unless they have actual knowledge that either party has disclaimed the authority granted herein to bind them.

41. **MORTGAGE DISCHARGE**: In the event that the Premises are subject to any mortgage held by a bank or credit union, or other mortgage lender lawfully registered with and subject to the jurisdiction of the Massachusetts Commissioner of Banks, the SELLER shall not be obligated to provide a discharge of such mortgage at the time of delivery of the deed if arrangements have been made by the attorney for the SELLER for the attorney for the BUYER or the attorney for the BUYER's mortgagee to withhold at the time of the delivery of the deed the funds necessary to pay off such mortgage in accordance with a written statement from the lender, setting forth the amount necessary to be paid for a full discharge of such mortgage as of the date of delivery of the deed, including any *per diem* charges for any delays in receipt of such payment; and further provided that in such event the SELLER shall use the SELLER's best efforts to cooperate in the procurement and recording of such discharge after the delivery of the deed, and the SELLER's obligations hereunder shall survive the delivery of the deed.

42. **DIGITAL AND COPIED SIGNATURES**: For the purpose of executing this agreement, facsimile and scanned and e-mailed, and DocuSign signatures shall have the same legal force and effect as original signatures.

43. **INAPPLICABILITY OF LEAD LAW**: The SELLER warrants and represents to the BUYER that the dwelling (s) on the Premises were constructed after January 1, 1978 and, therefore, the Lead Paint Inspection and Disclosure requirements set forth in M.G.L. c.111, § 197A, do not apply to this transaction.

44. **NOTICE**: All notices to be given pursuant to this agreement shall be effective only when given in writing and mailed by certified mail, return receipt requested, an overnight delivery service which requires signature upon receipt, or by email, containing a delivery receipt, to the other party at the following addresses:

TO SELLER'S ATTORNEY:

Richard P. Beaudette, Esq.

Beaudette and Swain, LLC
35 Old South Road, Suite D
P.O. Box 2049
Nantucket, MA 02584
Email: rick@nantucketlawfirm.com

<u>TO BUYER'S ATTORNEY</u>:

Vicki S. Marsh, Esq.
KP Law, P.C.
101 Arch Street, 12th Floor
Boston, MA 02110
Email: vmarsh@k-plaw.com

<u>TO ESCROW AGENT</u>:

Beaudette and Swain, LLC
35 Old South Road, Suite D
P.O. Box 2049
Nantucket, MA 02584
Email: rick@nantucketlawfirm.com

<u>THE REMAINDER OF THIS SPACE IS INTENTIONALLY LEFT BLANK</u>

<u>SIGNATURE PAGE TO FOLLOW</u>

<u>SIGNATURE PAGE TO PURCHASE AND SALE AGREEMENT</u>

Witness our hands and seals as of the date first written above.

<u>SELLER:</u> NHA PROPERTIES, INC.

____
PETER T. KAIZER, PRESIDENT

____
PAUL WOLF, JR., TREASURER

BUYER: TOWN OF NANTUCKET AFFORDABLE HOUSING TRUST FUND

BY ITS TRUSTEES:

By:______________________________________
BRIAN SULLIVAN, Chair and Trustee

XI. Vote on Acceptance of a Year-Round Housing Occupancy Restriction and an Affordable Housing Restriction up to 240% Area Median Income for 12 Honeysuckle Drive and any other closing documents – ACTION

XII. Vote on Acceptance of a Year-Round Housing Occupancy Restriction and an Affordable Housing Restriction up to 240% Area Median Income for 8 and 10 Honeysuckle Drive – ACTION

HOUSING NANTUCKET

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

March 8, 2024

Mr. Brian Sullivan, Chair
Town of Nantucket Affordable Housing Trust Fund
16 Broad Street, Room 111
Nantucket, MA 02554

Re: Invitation to restrict homeownership units at the 240% AMI level on Honeysuckle Drive

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

Thank you sincerely for your continued dedication towards creating and preserving affordable housing for the Nantucket community. We are thrilled to extend an opportunity for you to collaborate with us on an initiative tailored to serve a new segment of year-round Nantucket households.

Over the next 3-5 months, Housing Nantucket plans to complete construction on three "stick-built" homes, each with three bedrooms and 2.5 baths, located on Honeysuckle Drive. Our overarching goal for this project is to establish enduring community housing solutions, specifically for year-round households earning less than 240% of the Area Median Income. Presently, these properties lack an affordability deed restriction. We intend to record one upon initial transaction for the maximum term permitted by law (see attached draft). For added assurance of the deed rider's enforceability, we are also pursuing an amendment to the Special Permit.

We initially plan to offer two of these homes for sale through a lottery process, with decisions pending for the third unit. The sale price for eligible purchasers is $995,000, well below market rate. This amount was determined using a formula inspired by EOHLC's methodology for calculating sales prices of affordability-restricted units. Our approach involves a broad affordability window, where the sales price is calculated based on income levels 40% lower than the income eligibility. In simpler terms, households earning up to 240% AMI are eligible to purchase the homes, but the sales price allows for a credit-worthy buyer earning 200% of the AMI to secure mortgage financing (details attached).

Upon the first transaction, a Resale Price Multiplier will be assigned to the property. This multiplier is calculated by dividing the property's initial sale price by the Base Income Number at the time of the initial sale. For future sales, the Resale Price Multiplier will be applied to the Base Income Number at the time of the resale, determining the Maximum Resale Price for that transaction.

We would like to offer the AHT the opportunity to participate in this endeavor at a buy-in amount of $45,000 per unit. Through this collaboration, the municipality would assume the role of the restriction holder, aligning with the public's interest in the creation and retention of affordable housing. This designation grants the municipality the right to acquire the property in case of foreclosure, among other associated benefits. Housing Nantucket will act as Monitoring Agent for the properties.

We appreciate your thoughtful consideration of our proposal and eagerly anticipate discussing the finer details with you soon.

Yours truly,

AM Kuszpa

Anne Kuszpa, Executive Director

Invitation to restrict homeownership units at the 240% AMI level on Honeysuckle Drive

Anne Kuszpa <anne@housingnantucket.org>

Mon 3/11/2024 8:38 AM

To:Brian Sullivan <Sully@fishernantucket.com>;Kristie Ferrantella <kferrantella@nantucket-ma.gov>
Cc:Caleb Wursten <caleb@housingnantucket.org>;Bryan Swain <bryan@nantucketlawfirm.com>

3 attachments (361 KB)

HN_Honeysuckle lots_240AMI Deed Restriction request_March 8 2024 pdf.pdf; Honeysuckle_240AMI_sale price calculator_HN.xlsx; Honeysuckle_240AMI Deed Rider_draft.docx;

Good morning, Brian and Kristie.

Hope you had a relaxing weekend.

Please see our proposal to restrict the homeownership units on Honeysuckle Drive attached.

Thank you for considering, and please let me know if you have any questions. I hope we can discuss at your March 19th meeting.

Sincerely,
Anne

~~~~~~~~~~~~~~~~~~~~~

Anne Kuszpa, Executive Director
Housing Nantucket
75 Old South Road
PO Box 3149
Nantucket, MA 02554
Office: (508)228-4422

www.HousingNantucket.org
~~~~~~~~~~~~~~~~~~~~~

DRAFT/DRAFT/DRAFT

AFFORDABLE HOUSING RESTRICTION

For Projects in Which
Affordability Restrictions Survive Foreclosure

THIS AFFORDABLE HOUSING RESTRICTION (this "Restriction") is:

[X] incorporated in and made part of that certain deed (the "Deed") of certain property (the "Property") from **NHA Properties Inc. d/b/a Housing Nantucket, a duly organized Massachusetts nonprofit corporation, having a usual place of business at 75 Old South Road, Nantucket, Massachusetts, 02554,** ("Grantor") to ____ ("Owner") dated ________________________, 20___; or

[ ] being granted in connection with a financing or refinancing secured by a mortgage on the Property dated _____________, 20__.

The Property is located in the Town of Nantucket, Massachusetts (the "Municipality").

RECITALS

WHEREAS, the Owner is purchasing the Property, or is obtaining a loan secured by a mortgage on the Property that was originally purchased, at a consideration which is less than the fair market value of the Property; and

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

(i) □ [ ] granted a Comprehensive Permit under Massachusetts General Laws Chapter 40B, Sections 20-23, from the Board of Appeals of the Municipality or the Housing Appeals Committee and recorded/filed with the Nantucket County Registry of Deeds (the "Registry") in Book _______, Page _____/ Document No. _____(the "Comprehensive Permit"); and/or

(ii) □[ ] subject to a Regulatory Agreement executed by and among Richmond Great Point Development, LLC (the "Developer"), the Commonwealth of Massachusetts, acting by and through its Department of Housing and Community Development, and the Town of Nantucket, dated May 3, 20219, and registered as Document No. 161880 at the Nantucket Registry District of the Land Court, as amended of record (the

"Regulatory Agreement"); and/or

(iii) □□[X] subsidized by Grantor as part of its programming to construct middle income housing (the "Program"); and WHEREAS eligible purchasers such as the Owner are given the opportunity to purchase residential property at less than its fair market value if the purchaser agrees to certain use and transfer restrictions, including an agreement to occupy the property as a principal residence and to convey the property for an amount not greater than a maximum resale price, all as more fully provided herein; and

WHEREAS, **NHA Properties, Inc., d/b/a Housing Nantucket** (singly, or if more than one entity is listed, collectively, the "Monitoring Agent") is obligated by the Program or has been retained to monitor compliance with and to enforce the terms of this Restriction, and eligible purchasers such as the Owner may be required to pay to the Monitoring Agent, or its successor, a small percentage of the resale price upon the Owner's conveyance of the Property, as more fully provided herein; and

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

NOW, THEREFORE, as further consideration for the conveyance of the Property at less than fair market value (if this Restriction is attached to the Deed), or as further consideration for the ability to enter into the financing or refinancing transaction, the Owner (and the Grantor if this Restriction is attached to the Deed), including his/her/their heirs, successors and assigns, hereby agree that the Property shall be subject to the following rights and restrictions which are imposed for the benefit of, and shall be enforceable by, the Municipality and the Monitoring Agent.

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

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

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

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

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

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

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

Base Income Number means the Area Median Income for a four (4)-person household.

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

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

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

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

Eligible Purchaser means an individual or household earning no more than two hundred and forty percent (240%) of Area Median Income, as required by the Program, and owning assets not in excess of an amount equal to ½ of the Maximum ReSale Price, the limit set forth in the Program Guidelines. To be considered an Eligible Purchaser, the individual or household must intend to occupy and thereafter must occupy the Property as his, her or their principal residence and must provide to the Monitoring Agent such certifications as to income, assets and residency as the Monitoring Agent may require to determine eligibility as an Eligible Purchaser.

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

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

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

Maximum Resale Price means the sum of (i) the Base Income Number (at the time of resale) multiplied by the Resale Price Multiplier, plus (ii) the Resale Fee and any necessary marketing expenses (including broker's fees) as may have been approved by the Monitoring Agent, plus (iii) Approved Capital Improvements, if any (the original cost of which shall have been discounted over time, as calculated by the Monitoring Agent); provided that in no event shall the Maximum Resale Price be greater than the purchase price for which a credit-worthy Eligible Purchaser earning two hundred percent (200%) of Area Median Income for an Appropriate Size Household could obtain mortgage financing (as such purchase price is determined by the Monitoring Agent using the same methodology then used by EOHLC for its Local Initiative Program or similar comprehensive permit program); and further provided that the Maximum Resale Price shall not be less than the purchase price paid for the Property by the Owner unless the Owner agrees to accept a lesser price.

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

Mortgage Satisfaction Amount shall have the meaning set forth in Section 7(b) hereof.

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

Premises shall mean ______Honeysuckle Drive, Nantucket, MA 02554, identified as Lot ______on Nantucket Land Court Plan No. 16514 - ______.

Program Guidelines means the regulations and/or guidelines issued for the applicable Program and controlling its operations, as the same may exist now, as amended from time to time, or as implemented in the future hereafter.

Resale Fee means a fee of 1.5% [no more than two and one-half percent (2.5%)] of the Base Income Number (at the time of resale) multiplied by the Resale Price Multiplier, to be paid to the Monitoring Agent as compensation for monitoring and enforcing compliance with the terms of this Restriction, including the supervision of the resale process.

Resale Price Certificate means the certificate issued and recorded with the first deed of the Property from the Developer, or the subsequent certificate (if any) which sets forth the Resale Price Multiplier to be applied on the Owner's sale of the Property, as provided herein, for so long as the restrictions set forth herein continue. The Monitoring Agent shall issue the certificate.

Resale Price Multiplier means the number calculated by dividing the Property's initial sale price by the Base Income Number at the time of the initial sale from the Developer to the first Eligible Purchaser. The Resale Price Multiplier will be multiplied by the Base Income Number at the time of the Owner's resale of the Property to determine the Maximum Resale Price on such conveyance subject to adjustment for the Resale Fee, marketing expenses and Approved Capital Improvements. In the event that the purchase price paid for the Property by the Owner includes such an adjustment a new Resale Price Multiplier will be recalculated by the Monitoring Agent by dividing the purchase price so paid by the Base Income Number at the time of such purchase, and a new Resale Price Certificate will be issued and recorded reflecting the new Resale Price Multiplier. A Resale Price Multiplier of ______________is hereby assigned to the Property.

1. Term means for the maximum term permitted by law, or for a period of ninety-nine (99) years from the date hereof, and may be extended for successive periods of twenty (20) years in the manner provided by Mass. Gen. Laws c.184, §27, whichever is greater, unless earlier terminated by: (i) the Monitoring Agent ; or (ii) the recording of a new Restriction executed by the purchaser in form and substance substantially identical to this Restriction establishing a new term. The notice for any extension(s) of the Restriction contemplated herein shall: (a) be signed by a person or persons then entitled of record to the benefit of the Restriction and shall contain a description of the benefited land, (b) shall describe the restricted land, (c) shall name one or more of the persons appearing of record to own the restricted land at the time, and (d) shall refer to this instrument and its place of recording in the public records. Any party entitled to enforce the Restrictions shall have the right to enforce the same by securing injunctive relief from a court of competent jurisdiction and shall have the right to recover monetary damages by reason of any violation of the Restriction

2. Owner-Occupancy/Principal Residence. The Property shall be occupied and used by the Owner's household exclusively as his, her or their principal residence. Any use of the Property or activity thereon which is inconsistent with such exclusive residential use is expressly prohibited.

3. Restrictions Against Leasing, Refinancing and Junior Encumbrances. The Property shall not be leased, rented, refinanced, encumbered (voluntarily or otherwise) or mortgaged without the prior written consent of the Monitoring Agent; provided that this provision shall not apply to a first mortgage granted on the date of the delivery of the Deed in connection with the conveyance of the Property from Grantor to Owner securing indebtedness not greater than one hundred percent (100%) of the purchase price. Any rents, profits, or proceeds from any transaction described in the preceding sentence which transaction has not received the requisite written consent of the Monitoring Agent shall be paid upon demand by Owner to the Monitoring Agent . The Monitoring Agent or Municipality may institute proceedings to recover such rents, profits or proceeds, and costs of collection, including attorneys' fees. Upon recovery, after payment of costs, the balance shall be paid to the Monitoring Agent. In the event that the Monitoring Agent consents for good cause to any such lease, refinancing, encumbrance or mortgage, it shall be a condition to such consent that all rents, profits or proceeds from such transaction, which exceed the actual carrying costs of the Property as determined by the Monitoring Agent, shall be paid to the Monitoring Agent.

4. Options to Purchase.

(a) When the Owner or any successor in title to the Owner shall desire to sell, dispose of or otherwise convey the Property, or any portion thereof, the Owner shall notify the Monitoring Agent and the Municipality in writing of the Owner's intention to so convey the Property (the "Conveyance Notice"). Upon receipt of the Conveyance Notice, the Monitoring Agent shall (i) calculate the Maximum Resale Price which the Owner may receive on the sale of the Property based upon the Base Income Number in effect as of the date of the Conveyance Notice and the Resale Price Multiplier set forth in the most recently recorded Resale Price Certificate together with permissible adjustments for the Resale Fee, marketing expenses and Approved Capital Improvements (as discounted), and (ii) work with Owner to promptly begin marketing efforts. The Owner shall fully cooperate with the Monitoring Agent in their efforts to locate an Eligible Purchaser and, if so requested by the Monitoring Agent, shall hire a broker selected by the Monitoring Agent to assist in locating an Eligible Purchaser ready, willing and able to purchase the Property at the Maximum Resale Price after entering a purchase and sale agreement. Pursuant to such agreement, sale to the Eligible Purchaser at the Maximum Resale Price shall occur within ninety (90) days after the Monitoring Agent receives the Conveyance Notice or such further time as reasonably requested to arrange for details of closing. If the Owner fails to cooperate in such resale efforts, including a failure to agree to reasonable terms in the purchase and sale agreement, the Monitoring Agent may extend the 90-day period for a period commensurate with the time the lack of cooperation continues, as determined by the Monitoring Agent in its reasonable discretion. In such event, the Monitoring Agent shall give Owner written notice of the lack of cooperation and the length of the extension added to the 90-day period.

(b) The Monitoring Agent shall ensure that diligent marketing efforts are made to locate an Eligible Purchaser ready, willing and able to purchase the Property at the Maximum Resale Price within the time period provided in subsection (a) above and to enter the requisite purchase and sale agreement. If more than one Eligible Purchaser is located, the Monitoring Agent may conduct a lottery or other like procedure to determine which Eligible Purchaser shall be entitled to enter a purchase and sale agreement with Owner and to purchase the Property. Preference shall be given to Appropriate Size Households. The procedure for marketing and selecting an Eligible Purchaser shall be approved under any applicable Program Guidelines. If an Eligible Purchaser is located within ninety (90) days after receipt of the Conveyance Notice, but such Eligible Purchaser proves unable to secure mortgage financing so as to be able to complete the purchase of the Property pursuant to the purchase and sale agreement, following written notice to Owner within the 90-day period the Monitoring Agent shall have an additional sixty (60) days to locate another Eligible Purchaser who will enter a purchase and sale agreement and purchase the Property by the end of such sixty (60)-day period or such further time as reasonably requested to carry out the purchase and sale agreement.

(c) In lieu of sale to an Eligible Purchaser, the Monitoring Agent or the Municipality or designee shall also have the right to purchase the Property at the Maximum Resale Price, in which event the purchase and sale agreement shall be entered, and the purchase shall occur within ninety (90) days after receipt of the Conveyance Notice or, within the additional sixty (60)-day period specified in subsection (b) above, or such further time as reasonably requested to carry out the purchase and sale agreement. Any lack of cooperation by Owner in measures reasonably necessary to effect the sale shall extend the 90-day period by the length of the delay caused by such lack of cooperation. The Monitoring Agent shall promptly give Owner written notice of the lack of cooperation and the length of the extension added to the 90-day period. In the event of such a sale to the Monitoring Agent or Municipality or designee, the Property shall remain subject to this Restriction and shall thereafter be sold or rented to an Eligible Purchaser.

(d) If an Eligible Purchaser fails to purchase the Property within the 90-day period (or such further time determined as provided herein) after receipt of the Conveyance Notice, and the Monitoring Agent or Municipality or designee does not purchase the Property during said period, then the Owner may convey the Property to an Ineligible Purchaser no earlier than thirty (30) days after the end of said period at the Maximum Resale Price, but subject to all rights and restrictions contained herein; <u>provided that</u> the Property shall be conveyed subject to a Restriction identical in form and substance to this Restriction which the Owner agrees to execute, to secure execution by the Ineligible Purchaser and to record with the Deed; and further <u>provided that,</u> if more than one Ineligible Purchaser is ready, willing and able to purchase the Property the Owner will give preference and enter a purchase and sale agreement with any individuals or households identified by (c) above, and (iii) an Ineligible Purchaser, as provided in subsection (d) above.

(f) Nothing in this Restriction constitutes a promise, commitment or guarantee by the Municipality or the Monitoring Agent that upon resale the Owner shall actually receive the Maximum Resale Price for the Property or any other price for the Property.

(g) The holder of a mortgage on the Property is not obligated to forbear from exercising the rights and remedies under its mortgage, at law or in equity, after delivery of the Conveyance. Notice.

5. <u>Delivery of Deed</u>.

(a) In connection with any conveyance pursuant to an option to purchase as set forth in Section 4 above, the Property shall be conveyed by the Owner to the selected purchaser by a good and sufficient quitclaim deed conveying a good and clear record and marketable title to the Property free from all encumbrances except (i) such taxes for the then current year as are not due and payable on the date of delivery of the deed, (ii) any lien for municipal betterments assessed after the date of the Conveyance Notice, (iii) provisions of local building and zoning laws, (iv) all easements, restrictions, covenants and agreements of record specified in the deed from the Owner to the selected purchaser, (v) such additional easements, restrictions, covenants and agreements of record as the selected purchaser consents to, such consent not to be unreasonably withheld or delayed, and (vi), except as otherwise provided in the Compliance Certificate, a Restriction identical in form and substance to this Restriction which the Owner hereby agrees to execute, to secure execution by the selected purchaser, and to record with the deed. **Said deed shall clearly state that it is made subject to the Restriction which is made part of the deed.** Failure to comply with the preceding sentence shall not affect the validity of the conveyance from the Owner to the selected purchaser or the enforceability of the restrictions herein.

(b) Said deed, including the approved Restriction, shall be delivered and the purchase price paid (the "Closing") at the Registry, or at the option of the selected purchaser, exercised by written notice to the Owner at least five (5) days prior to the delivery of the deed, at such other place as the selected purchaser may designate in said notice. The Closing shall occur at such time and on such date as shall be specified in a written notice from the selected purchaser to the Owner, which date shall be at least five (5) days after the date on which such notice is given, and no later than the end of the time period specified in Section 4(a) above.

(c) To enable Owner to make conveyance as herein provided, Owner may, if Owner so desires at the time of delivery of the deed, use the purchase money or any portion thereof to clear the title of any or all encumbrances or interests, all instruments with respect thereto to be recorded simultaneously with the delivery of said deed. Nothing contained herein as to the Owner's obligation to remove defects in title or to make conveyance or to deliver possession of the Property in accordance with the terms hereof, as to use of proceeds to clear title or as to the election of the selected purchaser to take title, nor anything else in this Restriction shall be deemed to waive, impair or otherwise affect the priority of the rights herein over matters appearing of record, or occurring, at any time after the recording of this Restriction, all such matters so appearing or occurring being subject and subordinate in all events to the rights herein.

(d) Water and sewer charges and taxes for the then current tax period shall be apportioned and fuel value shall be adjusted as of the date of Closing and the net amount thereof shall be added to or deducted from, as the case may be, the purchase price payable by the selected purchaser.

(e) Full possession of the Property free from all occupants is to be delivered at the time of the Closing, the Property to be then in the same condition as it is on the date of the execution of the purchase and sale agreement, reasonable wear and tear only excepted.

(f) If Owner shall be unable to give title or to make conveyance as above required, or if any change of condition in the Property not included in the above exception shall occur, then Owner shall be given a reasonable time not to exceed thirty (30) days after the date on which the Closing was to have occurred in which to remove any defect in title or to restore the Property to the condition herein required. The Owner shall use best efforts to remove any such defects in the title, whether voluntary or involuntary, and to restore the Property to the extent permitted by insurance proceeds or condemnation award. The Closing shall occur fifteen (15) days after notice by Owner that such defect has been cured or that the Property has been so restored. The selected purchaser shall have the election, at either the original or any extended time for performance, to accept such title as the Owner can deliver to the Property in its then condition and to pay therefor the purchase price without deduction, in which case the Owner shall convey such title, except that in the event of such conveyance in accordance with the provisions of this clause, if the Property shall have been damaged by fire or casualty insured against or if a portion of the Property shall have been taken by a public authority, then the Owner shall, unless the Owner has previously restored the Property to its former condition, either:

(A pay over or assign to the selected purchaser, on delivery of the deed, all amounts recovered or recoverable on account of such insurance or condemnation award less any amounts reasonably expended by the Owner for any partial restoration, or

(B) if a holder of a mortgage on the Property shall not permit the insurance proceeds or the condemnation award or part thereof to be used to restore the Property to its former condition or to be so paid over or assigned, give to the selected purchaser a credit against the purchase price, on delivery of the deed, equal to said amounts so retained by the holder of the said mortgage less any amounts reasonably expended by the Owner for any partial restoration.

6. Resale and Transfer Restrictions.

(a) Except as otherwise provided herein, the Property or any interest therein shall not at any time be sold by the Owner, or the Owner's successors and assigns, and no attempted sale shall be valid, unless the aggregate value of all consideration and payments of every kind given or paid by the selected purchaser of the Property for and in connection with the transfer of such Property, is equal to or less than the Maximum Resale Price for the Property, and unless a certificate (the "Compliance Certificate") is obtained and recorded, signed and acknowledged by the Monitoring Agent which Compliance Certificate refers to the Property, the Owner, the selected purchaser thereof, and the Maximum Resale Price therefor, and states that the proposed conveyance, sale or transfer of the Property to the selected purchaser is in compliance with the rights, restrictions, covenants and agreements contained in this Restriction, and unless there is also recorded a new Restriction executed by the selected purchaser, which new Restriction is identical in form and substance to this Restriction.

(b) The Owner, any good faith purchaser of the Property, any lender or other party taking a security interest in such Property and any other third party may rely upon a Compliance Certificate as conclusive evidence that the proposed conveyance, sale or transfer of the Property to the selected purchaser is in compliance with the rights, restrictions, covenants and agreements contained in this Restriction, and may record such Compliance Certificate in connection with the conveyance of the Property.

(c) Within ten (10) days of the closing of the conveyance of the Property from the Owner to the selected purchaser, the Owner shall deliver to the Monitoring Agent a copy of the Deed of the Property, including the Restriction, together with recording information. Failure of the Owner, or Owner's successors or assigns to comply with the preceding sentence shall not affect the validity of such conveyance or the enforceability of the restrictions herein.

7. Survival of Restrictions Upon Exercise of Remedies by Mortgagees.

(a) The holder of record of any mortgage on the Property (each, a "Mortgagee") shall notify the Monitoring Agent, the Municipality and any senior Mortgagee(s) in the event of any default for which the Mortgagee intends to commence foreclosure proceedings or similar remedial action pursuant to its mortgage (the "Foreclosure Notice"), which notice shall be sent to the Monitoring Agent and the Municipality as set forth in this Restriction, and to the senior Mortgagee(s) as set forth in such senior Mortgagee's mortgage, not less than one hundred twenty (120) days prior to the foreclosure sale or the acceptance of a deed in lieu of foreclosure. The Owner expressly agrees to the delivery of the Foreclosure Notice and any other communications and disclosures made by the Mortgagee pursuant to this Restriction.

(b) The Owner grants to the Municipality or its designee the right and option to purchase the Property upon receipt by the Municipality of the Foreclosure Notice. In the event that the Municipality intends to exercise its option, the Municipality or its designee shall purchase the Property within one hundred twenty (120) days of receipt of such notice, at a price equal to the greater of (i) the sum of the outstanding principal balance of the note secured by such foreclosing Mortgagee's mortgage, together with the outstanding principal balance(s) of any note(s) secured by mortgage(s) senior in priority to such mortgage (but in no event shall the aggregate amount thereof be greater than one hundred percent (100%) of the Maximum Resale Price calculated at the time of the granting of the mortgage) plus all future advances, accrued interest and all reasonable costs and expenses which the foreclosing Mortgagee and any senior Mortgagee(s) are entitled to recover pursuant to the terms of such mortgages (the "Mortgage Satisfaction Amount"), and (ii) the Maximum Resale Price (which for this purpose may be less than the purchase price paid for the Property by the Owner)(the greater of (i) and (ii) above herein referred to as the "Applicable Foreclosure Price"). The Property shall be sold and conveyed in its then-current "as is, where is" condition, without representation or warranty of any kind, direct or indirect, express or implied, and with the benefit of and subject to all rights, rights of way, restrictions, easements, covenants, liens, improvements, housing code violations, public assessments, any and all unpaid federal or state taxes (subject to any rights of redemption for unpaid federal taxes), municipal liens and any other encumbrances of record then in force and applicable to the Property having priority over such foreclosing Mortgagee's mortgage, and further subject to a Restriction identical in form and substance to this Restriction which the Owner hereby agrees to execute, to secure execution by the Municipality or its designee, and to record with the deed, except that (i) during the term of ownership of the Property by the Municipality or its designee the owner-occupancy requirements of Section 2 hereof shall not apply (unless the designee is an Eligible Purchaser), and (ii) the Maximum Resale Price shall be recalculated based on the price paid for the Property by the Municipality or its designee, but not greater than the Applicable Foreclosure Price. **Said deed shall clearly state that it is made subject to the Restriction which is made part of the deed.** Failure to comply with the preceding sentence shall not affect the validity of the conveyance from the Owner to the Municipality or its designee or the enforceability of the restrictions herein.

(c) Not earlier than one hundred twenty (120) days following the delivery of the Foreclosure Notice to the Monitoring Agent, the Municipality and any senior Mortgagee(s) pursuant to subsection (a) above, the foreclosing Mortgagee may conduct the foreclosure sale or accept a deed in lieu of foreclosure. The Property shall be sold and conveyed in its then-current "as is, where is" condition, without representation or warranty of any kind, direct or indirect, express or implied, and with the benefit of and subject to all rights, rights of way, restrictions, easements, covenants, liens, improvements, housing code violations, public assessments, any and all unpaid federal or state taxes (subject to any rights of redemption for unpaid federal taxes), municipal liens and any other encumbrances of record then in force and applicable to the Property having priority over the foreclosing Mortgagee's mortgage, and further subject to a Restriction, as set forth below.

(d) In the event that the foreclosing Mortgagee conducts a foreclosure sale or other proceeding enforcing its rights under its mortgage and the Property is sold for a price in excess of the greater of the Maximum Resale Price and the Mortgage Satisfaction Amount, such excess shall be paid to the Monitoring Agent after (i) a final judicial determination, or (ii) a written agreement of all parties who, as of such date hold (or have been duly authorized to act for other parties who hold) a record interest in the Property, that the Monitoring Agent is entitled to such excess. The legal costs of obtaining any such judicial determination or agreement shall be deducted from the excess prior to payment to the Monitoring Agent. To the extent that the Owner possesses any interest in any amount which would otherwise be payable to the Monitoring Agent under this paragraph, to the fullest extent permissible by law, the Owner hereby assigns its interest in such amount to the Mortgagee for payment to the Monitoring Agent.

(e) If any Mortgagee shall acquire the Property by reason of foreclosure or upon conveyance of the Property in lieu of foreclosure, then the rights and restrictions contained herein shall apply to such Mortgagee upon such acquisition of the Property and to any purchaser of the Property from such Mortgagee, and the Property shall be conveyed subject to a Restriction identical in form and substance to this Restriction, which the Mortgagee that has so acquired the Property agrees to annex to the deed and to record with the deed, except that (i) during the term of ownership of the Property by such Mortgagee the owner-occupancy requirements of Section 2 hereof shall not apply, and (ii) the Maximum Resale Price shall be recalculated based on the price paid for the Property by such

Mortgagee at the foreclosure sale, but not greater than the Applicable Foreclosure Price. **Said deed shall clearly state that it is made subject to the Restriction which is made part of the deed.** Failure to comply with the preceding sentence shall not affect the validity of the conveyance to the Mortgagee or the enforceability of the restrictions herein.

(f) If any party other than a Mortgagee shall acquire the Property by reason of foreclosure or upon conveyance of the Property in lieu of foreclosure, the Property shall be conveyed subject to a Restriction identical in form and substance to this Restriction, which the foreclosing Mortgagee agrees to annex to the deed and to record with the deed. **Said deed shall clearly state that it is made subject to the Restriction which is made part of the deed.** Failure to comply with the preceding sentence shall not affect the validity of the conveyance to such third party purchaser or the enforceability of the restrictions herein.

(g) Upon satisfaction of the requirements contained in this Section 7, the Monitoring Agent shall issue a Compliance Certificate to the foreclosing Mortgagee which, upon recording in the Registry, may be relied upon as provided in Section 6(b) hereof as conclusive evidence that the conveyance of the Property pursuant to this Section 7 is in compliance with the rights, restrictions, covenants and agreements contained in this Restriction.

(h) The Owner understands and agrees that nothing in this Restriction (i) in any way constitutes a promise or guarantee by the Municipality or the Monitoring Agent that the Mortgagee shall actually receive the Mortgage Satisfaction Amount, the Maximum Resale Price for the Property or any other price for the Property, or (ii) impairs the rights and remedies of the Mortgagee in the event of a deficiency.

(i) If a Foreclosure Notice is delivered after the delivery of a Conveyance Notice as provided in Section 4(a) hereof, the procedures set forth in this Section 7 shall supersede the provisions of Section 4 hereof.

8. Covenants to Run With the Property.

(a) This Restriction, including all restrictions, rights and covenants contained herein, is an affordable housing restriction, made pursuant to M.G.L. Ch. 184 § 27.

(b) In confirmation thereof the Owner (and the Grantor if this Restriction is attached to the Deed) intend, declare and covenant (i) that this Restriction, including all restrictions, rights and covenants contained herein, shall be and are covenants running with the land, encumbering the Property for the "Term", as defined hereinabove, and are binding upon the Owner and the Owner's successors in title and assigns, (ii) are not merely personal covenants of the Owner, and (iii) shall enure to the benefit of and be enforceable by the Municipality, the Monitoring Agent and their successors and assigns, for the Term. Owner hereby agrees that any and all requirements of the laws of the Commonwealth of Massachusetts have been satisfied in order for the provisions of this Restriction to constitute restrictions and covenants running with the land and that any requirements of privity of estate have been satisfied in full.

9. **<u>Notice</u>.** Any notices, demands or requests that may be given under this Restriction shall be sufficiently served if given in writing and delivered by hand or mailed by certified or registered mail, postage prepaid, return receipt requested, to the following entities and parties in interest at the addresses set forth below, or such other addresses as may be specified by any party (or its successor) by such notice.

<u>Municipality</u>: Town of Nantucket
16 Broad Street
Nantucket, MA 02554
Attn: Municipal Housing Director

With a copy to:
____
____
____

<u>Grantor</u>: NHA Properties, Inc., d/b/a Housing Nantucket
P.O. Box 3149
Nantucket, Massachusetts 02554

Owner: ______________________________________
____
____

Monitoring Agent: NHA Properties, Inc., d/b/a Housing Nantucket
P.O. Box 3149
Nantucket, Massachusetts 02554

Any such notice, demand or request shall be deemed to have been given on the day it is hand delivered or mailed.

10. **<u>Further Assurances</u>.** The Owner agrees from time to time, as may be reasonably required by the Monitoring Agent, to furnish the Monitoring Agent upon its request with a written statement, signed and, if requested, acknowledged, setting forth the condition and occupancy of the Property, information concerning the resale of the Property and other material information pertaining to the Property and the Owner's conformance with the requirements of the Program.

11. **<u>Enforcement</u>.**

(a) The Monitoring Agent, without limiting any remedies at law or in equity, may impose fines of not more than three hundred dollars ($300.00) for each separate violation of the Program, or the Restriction, including the submission of false information to the Authority with respect to any Program document or other representation regarding the Program. Each day or part thereof during which such violation occurs or continues shall constitute a separate violation.

(b) The Monitoring Agent, without limiting any remedies at law or in equity, may revoke Qualified Purchaser Certificates, Qualified Seller Certificates, Qualified Tenant Certificates and Qualified Landlord Certificates, or other approvals granted under the Program, for violations of the Program, including the submission of false information to the Authority with respect to any Program document or other Program representation.

(c) The rights hereby granted shall include the right of the Municipality and/or the Monitoring Agent to enforce this Restriction independently by appropriate legal proceedings and to obtain injunctive and other appropriate relief on account of any violations including without limitation relief requiring restoration of the Property to the condition, affordability or occupancy which existed prior to the violation impacting such condition, affordability or occupancy (it being agreed that there shall be no adequate remedy at law for such violation), and shall be in addition to, and not in limitation of, any other rights and remedies available to the Municipality and the Monitoring Agent.

(d) Without limitation of any other rights or remedies of the Municipality and the Monitoring Agent, or their successors and assigns, in the event of any sale, conveyance or other transfer or occupancy of the Property in violation of the provisions of this Restriction, the Municipality and Monitoring Agent shall be entitled to the following remedies, which shall be cumulative and not mutually exclusive:

(i) specific performance of the provisions of this Restriction;

(ii) money damages for charges in excess of the Maximum Resale Price, if applicable;

(iii) if the violation is a sale of the Property to an Ineligible Purchaser except as permitted herein, the Monitoring Agent and the Municipality shall have the option to locate an Eligible Purchaser to purchase or itself purchase the Property from the Ineligible Purchaser on the terms and conditions provided herein; the purchase price shall be a price which complies with the provisions of this Restriction; specific performance of the requirement that an Ineligible Purchaser shall sell, as herein provided, may be judicially ordered.

(iv) the right to void any contract for sale or any sale, conveyance or other transfer of the Property in violation of the provisions of this Restriction in the absence of a Compliance Certificate, by an action in equity to enforce this Restriction;

and

(v) money damages for the cost of creating or obtaining a comparable dwelling unit for an Eligible Purchaser.

(e) In addition to the foregoing, the Owner hereby agrees and shall be obligated to pay all fees and expenses (including legal fees) of the Monitoring Agent and/or the Municipality in the event successful enforcement action is taken against the Owner or Owner's successors or assigns. The Owner hereby grants to the Monitoring Agent and the Municipality a lien on the Property, junior to the lien of any institutional holder of a first mortgage on the Property, to secure payment of such fees and expenses in any successful enforcement action. The Monitoring Agent and the Municipality shall be entitled to seek recovery of fees and expenses incurred in a successful enforcement action of this Restriction against the Owner and to assert such a lien on the Property to secure payment by the Owner of such fees and expenses.

(f) The Owner for himself, herself or themselves and his, her or their successors and assigns, hereby grants to the Monitoring Agent and the Municipality the right to take all actions with respect to the Property which the Monitoring Agent or Municipality may determine to be necessary or appropriate pursuant to applicable law, court order, or the consent of the Owner to prevent, remedy or abate any violation of this Restriction.

12. Monitoring Agent Services; Fees. The Monitoring Agent shall monitor compliance of the Project and enforce the requirements of this Restriction. As partial compensation for providing these services, a Resale Fee shall be payable to the Monitoring Agent on the sale of the Property to an Eligible Purchaser or any other purchaser in accordance with the terms of this Restriction. This fee, if imposed, shall be paid by the Owner herein as a closing cost at the time of Closing, and payment of the fee to the Monitoring Agent shall be a condition to delivery and recording of its certificate, failing which the Monitoring Agent shall have a claim against the new purchaser, his, her or their successors or assigns, for which the Monitoring Agent may bring an action and may seek an attachment against the Property.

13. Actions by Municipality. Any action required or allowed to be taken by the Municipality hereunder shall be taken by the Municipality's Chief Executive Officer or designee.

14. Severability. If any provisions hereof or the application thereof to any person or circumstance are judicially determined, to any extent, to be invalid or unenforceable, the remainder hereof, or the application of such provision to the persons or circumstances other than those as to which it is held invalid or unenforceable, shall not be affected thereby.

15. Independent Counsel. THE OWNER ACKNOWLEDGES THAT HE, SHE, OR THEY HAVE READ THIS DOCUMENT IN ITS ENTIRETY AND HAS HAD THE

OPPORTUNITY TO CONSULT LEGAL AND FINANCIAL ADVISORS OF HIS, HER OR THEIR CHOOSING REGARDING THE EXECUTION, DELIVERY AND PERFORMANCE OF THE OBLIGATIONS HEREUNDER.

16. **Binding Agreement.** This Restriction shall bind and inure to the benefit of the persons, entities and parties named herein and their successors or assigns as are permitted by this Restriction.

17. **Amendment.** This Restriction may not be rescinded, modified or amended, in whole or in part, without the written consent of the Monitoring Agent, the Municipality and the holder of any mortgage or other security instrument encumbering all or any portion of the Property, which written consent shall be recorded with the Registry.

18. **Future Perpetual Restriction**. Notwithstanding anything else contained herein, the Parties understand and acknowledge that the Commonwealth of Massachusetts' legislature is attempting to enact a law that would permit a perpetual 240% AMI income restriction.

In the event such law is enacted after the recording of this instrument, the Parties hereto agree that the Grantor and Owner shall discharge and release this restriction, and simultaneously record therewith, a perpetual 240% AMI Income restriction, encumbering the Premises, containing substantially the same other terms provided for herein.

SIGNATURE PAGE TO FOLLOW

SIGNATURE PAGE

Executed as a sealed instrument this day of ___________________, 20__ .

Grantor:
NHA PROPERTIES INC
d/b/a Housing Nantucket
By:

____
Peter T. Kaizer, President
Authorized Signatory

Owner:

____

____

COMMONWEALTH OF MASSACHUSETTS

____________________ County, ss.

On this ____ day of _____________, 20__, before me, the undersigned notary public, personally appeared ___________________________________, the ____________________ of _______________________________ in its capacity as the __________________________ of ____, proved to me through satisfactory evidence of identification, which was [a current driver's license] [a current U.S. passport] [my personal knowledge], to be the person whose name is signed on the preceding instrument and acknowledged the foregoing instrument to be his or her free act and deed and the free act and deed of ______________________________________ as ____________________ ________________ of ____.

____
Notary Public
My commission expires:

COMMONWEALTH OF MASSACHUSETTS

____________________ County, ss.

On this ____ day of _____________, 20__, before me, the undersigned notary public, personally appeared ____________________________________, the ____________________ of _______________________________ in its capacity as the __________________________ of ____, proved to me through satisfactory evidence of identification, which was [a current driver's license] [a current U.S. passport] [my personal knowledge], to be the person whose name is signed on the preceding instrument and acknowledged the foregoing instrument to be his or her free act and deed and the free act and deed of ______________________________________ as ____________________ ________________ of ____.

____
Notary Public
My commission expires:

ACCEPTANCE BY THE TOWN OF NANTUCKET

The undersigned, constituting a majority of the Town of Nantucket Select Board, hereby acknowledge that at a meeting of the Selectboard, held on _____________, 20____, the undersigned, on behalf of the Town of Nantucket, accepted the right to enforce the Restriction contemplated herein above.

TOWN OF NANTUCKET,

By: its Select Board,

____
Dawn E. Hill Holdgate

____
Brooke Mohr

____
Matthew G. Fee

____
Thomas M. Dixon

____
Malcolm W. MacNab

COMMONWEALTH OF MASSACHUSETTS

Nantucket, ss

On this _______ day of ______________________20_____, before me, the undersigned notary public personally appeared, ______________________________, _____________________, __________________________, ___________________________, as members of the Select Board of the Town of Nantucket, and proved to me through satisfactory evidence of identification, being ____, to be the persons whose names are signed on the preceding document, and acknowledged to me that they signed it voluntarily for its stated purpose as the free act and deed of the Select Board of the Town of Nantucket.

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Notary Public
My Commission Expires