



MEETING POSTING TOWN OF NANTUCKET

Pursuant to MGL Chapter 30A, § 18-25
All meeting **notices** and **agenda** must be filed, and time stamped with the
Town Clerk's Office and posted at least 48 hours prior to the meeting
(excluding Saturdays, Sundays, and Holidays)

RECEIVED

2024 OCT 10 AM 10:31
NANTUCKET TOWN CLERK
Posting Number:T 924

Committee / Board	AFFORDABLE HOUSING TRUST
Day, Date, and Time	TUESDAY, October 15, 2024 @ 12:30 PM
Location / Address	REMOTE PARTICIPATION VIA ZOOM (<i>See Below</i>) THE MEETING WILL BE AIRED AT A LATER TIME ON THE TOWN'S GOVERNMENT TV YOUTUBE CHANNEL AT https://www.youtube.com/channel/UC-sgxAlfdoxteLNzRAUHIxA
Signature of Chair or Authorized Person	Ellis Ramos Housing & Real Estate 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 10-15-24

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=38P10GohDOzZXsIFOUuNuY87g5d7hfG.1>

Meeting ID: 890 7458 9017

Passcode: 976312

-
- I. Call to Order
 - II. Approval of Agenda – ACTION
 - III. Public comments *for items not listed on the agenda.*

IV. Approval of Minutes - REVIEW/ACTION

- October 1, 2024

V. CCAP Application – REVIEW/ACTION

- Karleen Thompson – 11 Equator Drive

VI. Review and discuss Open Meeting Law complaint filed by Megan Perry – REVIEW

VII. Request for Approval by the Trust to consummate [or “to close on”] the purchase of 71 Surfside Road, and to authorize the Chair, or his designee, to execute any and all documents related thereto, subject to approval by Town Counsel. – ACTION

VIII. Consider Renewal Funding for Strategy and Communications Agreement with Jeremy Crockford Around the Transfer Fee - REVIEW/ACTION

IX. Review ZBA Request for Written Comments on Surfside Crossing 40B Development – REVIEW

X. Executive Session

1. Approval of Executive Session Minutes from January 16, 2024, February 20, 2024, March 26, 2024, May 21, 2024, June 25, 2024, July 7, 2024, and October 1, 2024.
2. Purpose 6: To Consider the Purchase, Exchange, Lease, or Value of Real Property Regarding 8C Thirty Acres, where an Open Meeting May have a Detrimental Effect on the Negotiating Position of the Affordable Housing Trust Members and the Chair so Declares
3. Purpose 6: To Consider the Purchase, Exchange, Lease, or Value of Real Property Regarding 10 Parker Lane and 55 Fairgrounds, where an Open Meeting May have a Detrimental Effect on the Negotiating Position of the Affordable Housing Trust Members and the Chair so Declares
4. Purpose 6: To Consider the Purchase, Exchange, Lease, or Value of Real Property Regarding 31 Dartmouth Street, where an Open Meeting May have a Detrimental Effect on the Negotiating Position of the Affordable Housing Trust Members and the Chair so Declares

5. Purpose 6: To Consider the Purchase, Exchange, Lease, or Value of Real Property Regarding 26 Somerset Lane, where an Open Meeting May have a Detrimental Effect on the Negotiating Position of the Affordable Housing Trust Members and the Chair so Declares
6. Purpose 6: To Consider the Purchase, Exchange, Lease, or Value of Real Property Regarding 18, 18A, 20, 22, 24 and 26 Sparks Avenue where an Open Meeting May have a Detrimental Effect on the Negotiating Position of the Affordable Housing Trust Members and the Chair so Declares



AGENDA PROTOCOL

For all Town of Nantucket Boards, Committees, Commissions, Work Groups, Councils and Trusts
(herein collectively referred to as "Committees" in this document)

Roberts Rules: Town of Nantucket Committees follows Roberts Rules of Order to govern its meetings as per the Town Code Charter.

Public Comment: Public Comment is to bring matters of public interest to the attention of the Committees. At the Committee's discretion, matters raised under Public Comment may be directed to Town Administration and/or appropriate departmental staff, or may be placed on a future agenda, allowing all viewpoints to be represented before the Committee takes action, if any. Except in emergencies, the Committee will not normally take any other action on Public Comment in its sole discretion.

To facilitate that any individual who wishes to provide Public Comment has the opportunity and to ensure the ability of the Committee to conduct its business in an orderly fashion, the following rules and procedures are adopted consistent with the United States Constitution and the Massachusetts Declaration of Rights.

The agenda for regular Committee meetings will include a Public Comment period at the beginning of the meeting unless there is more urgent business for the Committee to take up first. This time is reserved for speakers to address the Committee on matters that are not related to any other Agenda item. If a speaker wishes to address the Committee on a matter that is related to another Agenda item, the Chair will accept public comment when that Agenda item is reached during the meeting.

All speakers are encouraged to present their remarks in an orderly and peaceable manner, without disruption to other speakers.

All remarks will be addressed through the Chair of the meeting.

The Chair of the meeting may not interrupt speakers who have been recognized to speak, except that the Chair reserves the right to terminate speech which is not protected under the United States Constitution and the Massachusetts Declaration of

Rights because it constitutes true threats, incitement to imminent lawless conduct, or engages in conduct that disrupts other speakers.

Each speaker may not exceed three (3) minutes during any Public Comment portion of the meeting.

Disclaimer: Public Comment is not a time for debate or response to comments by the Committee. Comments made during the Public Comment period do not reflect the views or positions of the Committee. Because of free speech principles, the Committee does not have authority to prevent all speech that may be upsetting and/or offensive made during the Public Comment period.

Unanticipated Business: Topics not reasonably anticipated by the Chair 48 hours in advance of the meeting may be brought up for discussion in accordance with the Open Meeting Law.

Public Participation: The Committee welcomes valuable input from the public at appropriate times during the meeting with recognition from the Chair at their sole discretion. For appropriate agenda items, the Chair will introduce the item and take public input. Individual Committee Members may have questions on the clarity of the information presented. The Committee will hear any staff input and then deliberate on a course of action.

Committee Report and Comment: Individual Committee Members may have matters to bring to the attention of the Committee during a meeting. If the matter contemplates action by the Committee, Committee Members will consult with the Chair and/or appropriate Town officials or employees in advance and provide any needed information by applicable Committee deadlines and/or schedule the matter for a future Committee meeting. Otherwise, except in emergencies, the Committee will not normally take action on Committee Comment.

Approved: March 27, 2024

IV. APPROVAL OF MINUTES

➤ October 1st, 2024

V. CCAP

➤ Karleen Thompson – 11 Equator Drive

Harleen Thompson 11 Equator Drive 100% AMI



Nantucket Affordable Housing Trust Fund

2 Fairgrounds Road, Nantucket, MA 02554

Closing Cost Assistance Program Application Checklist

Applying for closing cost payment assistance is a multi-step process. The first step is to submit an application and copies of all required documentation in order for us to determine if you qualify for the program. Second, once you have found a home, submit all of the property eligibility information for review. After the property's eligibility is confirmed, at your loan closing with your primary lender, you will sign loan agreements provided by the closing attorney.

To avoid unnecessary delays, submit your application and all required documentation a minimum of eight (8) weeks prior to your loan closing.

Step 1: Submit Applicant Eligibility Information

- ☒ Completed Closing Cost Assistance Program Application
- ☒ Completed and signed W-9
- ☒ Written verification from an authorized monitoring agent that you are income and asset qualified to be purchasing the permanently deed-restricted 150% or below AMI restricted unit on the application
- ☒ Bona fide Loan Estimate including estimated closing costs from a recognized financial institution (N/A for Habitat for Humanity homes)
- ☒ Provide us with your closing attorney's contact information and wiring instructions
- ☐ An executed Purchase and Sale Agreement, as soon as it is available (N/A for Habitat for Humanity)
- ☒ Notify the AHTF of your closing date as soon as it's available to you (please keep in mind note at bottom of page when scheduling the closing date) 10/25/2024

Additional information (not required, but helpful to submit if you have it):

- ☐ Mortgage Pre Qualification letter on bank letterhead from a recognized financial institution (For Habitat for Humanity Homes you must provide the Terms and Conditions Letter in place of the Mortgage Pre Qualification)
- ☐ Executed Final Loan Commitment Letter on bank letterhead from a recognized financial institution (Habitat for Humanity Homes are to provide a final Settlement Statement)

Step 2: Post-Closing

- ☐ Copy of the final affordability deed rider to be executed at closing
- ☐ Prompt return to the AHTF by the closing attorney of excess funds beyond closing costs disclosed on the Closing Disclosure
- ☐ Copy of the Closing Disclosure statement (This is the Settlement Statement for Habitat homes)
- ☐ Copy of the recorded mortgages

Please Note**-Funds are not immediately released after application is approved. Once applications are approved and all documentation has been received, the CCAP Funds will be processed and sent for approval to be paid through Town Warrant. Town Warrants are held every couple of weeks. On the Friday after Town Warrant, the CCAP Funds will be sent to your closing attorney's IOLTA account via wire transfer to be held until the closing date. Please keep this process in mind when scheduling your closing date as to not cause any delays.

**VI. REVIEW AND DISCUSS
OPEN MEETING LAW
COMPLAINT BY MEGAN
Perry**



OPEN MEETING LAW COMPLAINT FORM

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

Please note that all fields are required unless otherwise noted.

Your Contact Information:

First Name: Meghan Glawacki Last Name: Glawacki

Address: 2 Weydale Rd.

City: Nantucket State: MA Zip Code: 02554

Phone Number: 508-901-1505 Ext. _____

Email: MPEVenturing@me.com

Organization or Media Affiliation (if any): _____

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

(For statistical purposes only)

☒ Individual ☐ Organization ☐ Media

Public Body that is the subject of this complaint:

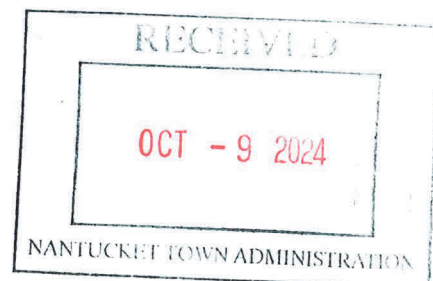
☒ City/Town ☐ County ☐ Regional/District ☐ State

Name of Public Body (including city/town, county or region, if applicable): Nantucket Selectboard and

Nantucket Affordable Housing Trust

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

Date of alleged violation: 10/4/2024



Description of alleged violation:

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

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

Open meeting Law complaint

The town of Nantucket Select Board and the Town of Nantucket Affordable Housing Trust violated the Open Meeting Law on October 4, 2024 by causing the issuance and releasing a press release entitled "Achieving Surfside Crossing Year Round Housing Commitment".

Facts in support of this complaint:

Surfside Crossing is a proposed dense 156 unit affordable housing development to be located on 13 acres of open land on a dead end street with a single means of access to accommodate a proposed 500 people as occupants, such that various experts have decried the Surfside Crossing development as being unsafe and incompatible with Nantucket.

On October 2, 2024, a presentation was made to the public and the Nantucket Select Board by various local activists and officials for an alternative use of the property, a community collaboration project ("CCP"), so as to avoid the overly dense 156 unit Surfside Crossing project. This alternative includes playing fields for schools, housing for teachers along the lines approved by the Zoning Board of Appeals, Nantucket land bank open space and relocation of the town's nursing home "Our Island Home" to the site.

On October 4, after the CCP proposal, a press release was issued by the town of Nantucket and the Nantucket Affordable Housing Trust, stating that, notwithstanding the presentation of a better alternative use of the site, "the Town of Nantucket and the Affordable Housing Trust remain committed to supporting a project that will achieve the goal of having 75% of the units at Surfside Crossing restricted to year round use."

There are no records of any publicly noticed and duly convened meeting of the Nantucket Select Board or the Nantucket Affordable Housing Trust after the October 2 CCP presentation and no formal public votes taken by the membership of either board to "remain committed" on October 4th to the Surfside Crossing project, rather than the CCP,

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

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

Therefore, the relief requested is

- publication of all records of communications between the various board members of the two boards whether as a group or in serial discussions,
- voiding out the press release and having it considered and voted upon as an agenda item on duly noticed meetings of each of the two Boards,
- disclosures of the person or persons who "pulled the trigger" with the town's public relations firm to issue the press release, and
- the identity of those members of the Select Board and Affordable Housing Trust who decided to "remain committed" as of October 4, 2024 to the Surfside Crossing project and rather than the October 2nd CCP; disclosure of the identity of those members who chose to embrace the new CCP so that the public may know what the non-disclosed vote was,
- alternatively, to require the preparation of minutes of any group or serial discussions that lead to the decision to "remain committed" to the old project, rather than embracing the new project.

I. Disclosure of Your Complaint.

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

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

II. Consulting With a Private Attorney.

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

III. Submit Your Complaint to the Public Body.

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

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

Signed: McBrowne

Date: 10/9/2024

For Use By Public Body
Date Received by Public Body:

For Use By AGO
Date Received by AGO:



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

OPEN MEETING LAW COMPLAINT FORM

Instructions for completing the Open Meeting Law Complaint Form

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

Instructions for filing a complaint:

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

Instructions for a public body that receives a complaint:

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

Once the public body has responded to the complaint:

- o If you are not satisfied with the public body's response to your complaint, you may file a copy of the complaint with the Division by mail, by email, or by hand, but only once you have waited for 30 days after filing the complaint with the public body. Mail may be sent to: The Division of Open Government, Office of the Attorney General, One Ashburton Place - 20th Floor, Boston, MA 02108. Emails may be sent to: openmeeting@state.ma.us.
- o When you file your complaint with the Division, please include the complaint form and all documentation relevant to the alleged violation. You may wish to attach a cover letter explaining why the public body's response does not adequately address your complaint.
- o The Division will not review complaints filed with us more than 90 days after the violation, unless we granted an extension to the public body or you can demonstrate good cause for the delay.

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

VII. Request for Approval by the Trust to consummate the purchase of 71 Surfside Road

From:

David J. Buckley, Esq.
The Law Office of David J. Buckley LLC
12 Main Street, 2nd Floor / P.O. Box 128
Nantucket, MA 02554
david@dbuckleylaw.com

PURCHASE & SALE AGREEMENT

This Purchase & Sale Agreement is made and entered into as of October 1, 2024 (this “Agreement”), by and between SELLER (defined below) and BUYER (defined below). In consideration of the mutual promises and covenants contained herein and other good and valuable consideration, the receipt of which is hereby acknowledged, the parties hereto agree as follows:

1. Parties and Mailing Addresses.

- a. As used in this Agreement, the term “SELLER” shall mean MICHAEL AYOTTE, an individual. SELLER’s mailing address is as follows: c/o David J. Buckley, 12 Main Street 2nd Floor / PO Box 128, Nantucket, MA 02554.
- b. As used in this Agreement, the term “BUYER” shall mean THE TOWN OF NANTUCKET AFFORDABLE HOUSING TRUST FUND, a municipal affordable housing trust created pursuant to G.L. c. 44, Section 55C, under a Declaration of Trust dated February 8, 2010, as amended. BUYER’s mailing address is as follows: 2 Fairgrounds Road, Nantucket, MA 02554.

2. Premises to be Sold.

SELLER agrees to sell, and BUYER agrees to buy, upon the terms hereinafter set forth, the land, including the buildings and improvements thereon, commonly known as 71 Surfside Road, Nantucket, Massachusetts, being bound and described as follows:

SOUTHEASTERLY:	by a Way 40 feet wide, shown on a plan hereinafter mentioned, fifty-six and 11/100 (56.11) feet;
NORTHEASTERLY:	by land now or formerly of Tina T. Burnham, eighty-seven and 14/100 (87.14) feet;
NORTHWESTERLY:	by Lot 3C, as shown on said plan, fifty-nine and 76/100 (59.76) feet; and
SOUTHWESTERLY:	by Lot 3B, as shown on said plan, eighty-five and 69/100 (85.69) feet.

Being shown as Lot 3A on plan recorded with the Nantucket Registry of Deeds as Plan 55-F.

For title, see Deed recorded with the Nantucket Registry of Deeds at Book 647, Page 224 and Book 1943, Page 98.

3. Buildings, Structures, Improvements, Fixtures, and Personal Property.

Included in the sale as a part of said 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 wall-to-wall carpeting, drapery rods, automatic garage door openers, 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, garbage disposers, electric and other lighting fixtures, mantels, outside television antennas, fences, gates, trees, shrubs, plants and, ~~ONLY IF BUILT IN~~, refrigerators, air conditioning equipment, ventilators, dishwashers, washing machines and dryers.

4. Title Deed.

Said premises are to be conveyed by a good and sufficient quitclaim deed (the "Deed") running to the BUYER, or to the nominee designated by the BUYER by written notice to the SELLER at least three (3) 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:

- a. Laws, by-laws, rules, and regulations, whether federal, state, or local, which affect the use of the premises, including, but not limited to, the Massachusetts Zoning Act, Nantucket Zoning By-Law, and the rules and regulations of the Nantucket Conservation Commission, Nantucket Historic District Commission, Nantucket Building Department, Nantucket Planning Board, Nantucket Zoning Board of Appeals, and Nantucket Board of Health;
- b. Such real estate taxes for the then current year as are not due and payable on the date of the delivery of such Deed;
- c. Any fee which may be imposed upon the transaction which is the subject of this Agreement by the Nantucket Islands Land Bank Commission, which the BUYER shall pay at the time of delivery of the Deed;
- d. Any liens for municipal betterments assessed after the date of this Agreement;
- e. Such matters and instruments as set forth and referred to in that certain Deed recorded in Book 647, Page 224.

5. Plans.

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

6. Purchase Price.

The agreed purchase price for said premises is One Million Six Hundred Thousand and No/100 Dollars (\$1,600,000.00), which are to be paid at the time of delivery of the Deed in cash or other good funds, immediately available. SUCH FUNDS SHALL BE PAID BY THE BUYER UPON DELIVERY OF THE DEED BY: (I) FEDERAL FUNDS WIRE TRANSFER MADE PURSUANT TO WRITTEN INSTRUCTIONS PROVIDED BY SELLER'S ATTORNEY; OR (II) A CHECK FROM A MASSACHUSETTS ATTORNEY'S CLIENTS' FUNDS IOLTA, BUT ONLY IF SUCH IOLTA ACCOUNT IS HELD AT CAPE COD FIVE CENT SAVINGS BANK.

7. Registered Title.

In addition to the foregoing, if the title to said premises is registered, said Deed shall be in form sufficient to entitle the BUYER to a Certificate of Title of said premises, and the SELLER shall deliver with said Deed all instruments, if any, necessary to enable the BUYER to obtain such Certificate of Title.

8. Time for Performance; Delivery of Deed.

Such Deed is to be delivered at 11:00 AM on **Thursday, October 31, 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.

9. Possession and Condition of Premises.

Full possession of said premises free of all tenants and occupants is to be delivered at the time of the delivery of the Deed, said premises to be then (a) in the same condition as they now are, reasonable use and wear thereof excepted, broom clean and free of trash and debris (b) not in violation of said building and zoning laws, and (c) not in violation of the provisions of any instrument referred to in Section 4 (entitled "Title Deed") hereof. The BUYER shall be entitled personally to enter said premises prior to the delivery of the Deed in order to determine whether the condition thereof complies with the terms of this Section.

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, then the SELLER shall use reasonable efforts to remove any defects in title, or to deliver possession as provided herein, or to make the said premises conform to the provisions hereof, as the case may be, the time for performance hereof shall be extended for a period of thirty (30) days, provided the BUYER's financing continues up, through and including such new closing date at no additional cost to the Buyer and upon terms and conditions no less favorable to Buyer. Reasonable efforts shall be defined as the SELLER's expenditure of no more than Ten Thousand Dollars (\$10,000.00).

11. Failure to Perfect or Make Premises Conform, etc.

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

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 said premises in their then condition and to pay therefore the purchase price without deduction, in which case the SELLER shall convey such title.

13. Acceptance of Deed.

The acceptance of the Deed by the BUYER or their 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.

14. Use of 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 otherwise recorded in accordance with the real estate conveyancing standards of the Real Estate Bar Association for Massachusetts (REBA).

15. Insurance.

Until the delivery of the Deed, the SELLER shall maintain insurance on said premises as follows:

<i>Type of Insurance:</i>	Fire and Extended Coverage
<i>Amount of Coverage:</i>	as presently insured, but not less than full replacement cost

16. Adjustments.

Taxes for the then current fiscal 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.

17. Adjustment of Unassessed and Abated Taxes.

If the amount of said taxes is not known at the time of the delivery of the Deed, they shall be apportioned on the basis of the taxes assessed for the preceding fiscal year, with a reapportionment as soon as the new tax rate and valuation 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 party shall be obligated to institute or prosecute proceedings for an abatement unless otherwise herein agreed.

18. Broker's Fee; Agency Disclosure; Obligation of Good Faith and Fair Dealing.

A total broker's fee for professional services of Eighty Thousand and No/100 Dollars (\$80,000.00) is due from the SELLER to ATLANTIC EAST NANTUCKET REAL ESTATE LLC (the "Broker"), the broker herein, but only if, as, and when the closing takes place, the BUYER pays the total purchase price under Paragraph 6 and records the SELLER'S Deed with the Nantucket Registry of Deeds, and not otherwise. The parties acknowledge that the Broker is representing the SELLER in this transaction and the BUYER has declined to be represented by a broker in the transaction. The BUYER and SELLER each acknowledge receipt of a notice from the Broker in compliance with Title 254 of the Code of Massachusetts Regulations Section 3.0(13), regarding any agency relationship the BUYER/SELLER may have with such Broker. It is hereby acknowledged that the Broker has an ethical duty and legal obligation to show honesty and fairness to the SELLER and the BUYER in all transactions.

19. Broker(s) Warranty.

The Broker named herein warrants to BUYER and SELLER that it is duly licensed as such by the Commonwealth of Massachusetts.

20. No Other Brokers.

The BUYER and the SELLER each represents and warrants to the other that except for the Brokers named herein, it has not dealt with any third party in a manner which would obligate the other to pay any brokerage commission, finder's fee or other compensation due or payable with respect to the transaction contemplated hereby. Each party shall indemnify, defend, and hold the other party harmless from and against any losses, damages, costs and expenses (including, but not limited to, reasonable attorneys' fees and costs) incurred by the party by reason of any actual or alleged breach or inaccuracy of the representation contained in this Section. The provisions of this Section shall survive the closing.

21. Deposit.

Intentionally omitted.

22. Liability of Trustee, Shareholder, Beneficiary, etc.

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.

23. Warranties and Representations.

The BUYER acknowledges that the BUYER has not been influenced to enter into this transaction nor has he 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): The premises is serviced by municipal water and sewer.

24. Seller's Delivery of Documents.

At the time of delivery of the Deed, as a condition of performance hereunder, the SELLER shall deliver to the BUYER the following:

- (a) Deed; Transfer Declarations. The Deed, duly executed, acknowledged and in recordable form, accompanied by all necessary Land Bank Commission declarations of SELLER, and all such documents required by G.L. c. 30B, and/or as may be required under applicable law in order to permit the recording of the Deed. The Deed shall contain a homestead release and certification.
- (b) FIRPTA Affidavit. A non-foreign certification, duly executed by the SELLER under penalty of perjury, certifying that the SELLER is not a "foreign person", pursuant to Section 1445 of the Internal Revenue Code of 1986, as amended.
- (c) Form 1099-S. A Form 1099-S to be filed with the Internal Revenue Service.
- (d) Owner's Affidavit. An affidavit with respect to mechanics' liens and parties in possession sufficient to enable the BUYER to obtain title insurance free from all exceptions as to such matters.
- (e) Smoke/Carbon Monoxide Detectors. A certificate of inspection or compliance from the Town of Nantucket stating that the Premises has been equipped with approved smoke detectors and carbon monoxide detectors (if required) in conformity with applicable law.
- (f) Certificate of Occupancy/Open Permits. A close-out of any open building permits and Certificate of Occupancy, if applicable.
- (g) Oil Tank(s). In the event the Premises is served by an above-ground fuel oil tank, the SELLER shall provide a Certificate of Compliance from the Nantucket Fire Department in accordance with the provisions of Chapter 135 of the Code of the Town of Nantucket, Fuel Storage Tanks.

25. 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 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 provided further 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.

26. Home Equity Line of Credit.

In the event that the premises is 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.

27. Construction of Agreement.

This instrument, executed in multiple counterparts, is to be construed as a Massachusetts contract, is to take effect as a sealed instrument, sets forth the entire contract between the parties, is binding upon and 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. In construing this Agreement, all headings and titles are for the convenience of the parties only and shall not be considered a part of this Agreement. Whenever required by the context, the singular shall include the plural and the masculine shall include the feminine and vice versa. This Agreement shall not be construed as if prepared by one of the parties, but rather according to its fair meaning as a whole, as if both parties had prepared it. All exhibits attached hereto are incorporated in this Agreement by reference thereto.

28. Lead Paint Law.

The parties acknowledge that, under Massachusetts law, whenever a child or children under six years of age resides in any residential premises in which any paint, plaster or other accessible material contains dangerous levels of lead, the owner of said premises must remove or cover said paint, plaster or other material so as to make it inaccessible to children under six years of age. BUYER further acknowledges that neither SELLER nor either Broker has made any representation, express or implied, regarding the absence of lead paint or compliance with any lead law, except as set forth in writing.

29. Lead Paint Disclosure and Waiver.

The parties acknowledge that the SELLER, pursuant to M.G.L. Chapter 111, Section 197A and prior to the execution of this Agreement, has provided notice to the BUYER about possible presence of dangerous levels or lead in the paint, plaster, soil, or other building materials used in the structures located at the premises, and the availability of inspections to discern such dangerous level. The BUYER hereby waives any rights to conduct a risk assessment or inspection for the presence of lead-based paint and lead-based hazards at the premises and further waives any claim to rescind this Agreement for any purported failure to comply with any notice provisions under applicable law, including, without limitation, the provisions of M.G.L. Chapter 111, Section 197A.

30. Smoke Detectors.

The SELLER shall, at the time of the delivery of the Deed, deliver a certificate from the Nantucket Fire Department stating that said premises have been equipped with approved smoke detectors in conformity with applicable law.

31. Carbon Monoxide Detectors.

To the extent carbon monoxide detectors are required in the structure(s) located at the premises under applicable law, the SELLER shall provide a certificate from the fire department of the city or town in which the premises are located, either in addition to or incorporated into the certificate described above, stating that the premises have been equipped with carbon monoxide detectors in compliance with M.G.L. Chapter 148 Section 26F1/2 or that the Premises are otherwise exempted the Statute.

32. Condition of Premises.

BUYER warrants, represents and acknowledges to SELLER and agrees that SELLER is relying upon the following: By execution of this Agreement, BUYER acknowledges that BUYER has been provided ample opportunity to conduct any and all inspections of the Premises (either independently or through agents of the BUYER's choice), including all improvements thereon, and any and all component parts thereof, desired by the BUYER (and that the SELLER has no responsibility for any failure by the BUYER to fully exercise such inspection rights), including, without limitation, mechanical, structural, utility systems, all appliances and personal property being conveyed with the premises as provided in this Agreement, pest, termite, dimensions and area of the Premises, and

that BUYER is fully satisfied with the results of same or has waived same, and accepts the Premises "AS IS" (as of the time of the date hereof), reasonable use and wear thereof excepted, and is not relying upon any representations of the SELLER or SELLER's agents in connection with same and in connection with BUYER's decision to purchase the Premises (other than those specifically set forth in this Agreement), including, without limitation, as to the character, quality, use, value, quantity or condition of the Premises..

33. Title Insurance.

Title to be conveyed pursuant to this Agreement shall not be deemed to be in compliance with the provisions of Paragraph 4 of this Agreement unless a commitment for the issuance of an owner's title policy to the BUYER or the BUYER's nominee, if applicable, and a lender's title insurance policy for any prospective mortgagee, shall be available to the BUYER at the time of delivery of the Deed, for the insurance of the interest of such parties in the property subject only to standard exclusions from coverage printed in the policy cover and exceptions for real estate taxes not yet due and payable and for any other matters listed in Paragraph 4 of this Agreement. Such policy shall be in the American Land Title Association (ALTA) standard form and shall be issued by a major title insurance company doing business in Massachusetts. The BUYER shall pay all standard and usual premiums for the insurance of any such title insurance policy if such coverage is desired.

34. Notices.

All notices to be given pursuant to this Agreement shall be effective only when given in writing and sent via facsimile, electronic mail with delivery receipt requested, or by private express delivery service requiring signature upon receipt, to the party to whom addressed, at the following addresses and notice shall be deemed given by mailing:

If to SELLER, at SELLER's address set forth in Section 1(a), and *with a Copy to the SELLER's attorney, as follows:*

David J. Buckley, Esq.
The Law Office of David J. Buckley LLC
12 Main Street, 2nd Floor / PO Box 128
Nantucket, MA 02554
Email: david@dbuckleylaw.com
Fax: 508-374-5880

If to BUYER, at BUYER's address set forth in Section 1(b), and *with a Copy to the BUYER's attorney:*

Lee S. Smith, Esq.
KP Law
101 Arch Street, 12th Floor
Boston, MA 02110

35. Buyer's Remedies.

In the event of a default by SELLER of its obligation to proceed to closing under this Agreement, BUYER may, at its option, (i) terminate this Agreement in which case the deposit (if any) shall be immediately returned to BUYER, or (ii) specifically enforce the terms and conditions of this Agreement.

36. Effect of Rescission.

In the event that this Agreement shall be rescinded validly pursuant to the terms and conditions hereof by notice duly given pursuant to any provision hereof, this Agreement shall be null and void and without recourse to any party hereto, and all deposits (if any) shall be forthwith paid over to the BUYER.

37. Extension Authority.

By executing this Agreement, the BUYER and the SELLER hereby grant to their attorneys the actual authority to bind them for the limited purpose of allowing them to grant extensions, and the BUYER and the SELLER shall be able to rely upon facsimile signatures of said attorneys as binding, unless they have actual knowledge that either party has disclaimed the authority granted herein to bind them.

38. No Third-Party Benefits.

This Agreement is made for the sole benefit of the BUYER and the SELLER and their respective successors and permitted assigns, and no other person shall have any right or remedy or other legal interest of any kind under or by reason of this Agreement.

39. Severability.

If any provision or condition of this Agreement shall be determined invalid or unenforceable by a court of competent jurisdiction, 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.

40. Venue of Actions.

It is agreed by the parties that any action arising from the transaction which is the subject of this Agreement, or related thereto, shall be brought only in the Trial Court of Massachusetts, with venue to be held in the Nantucket Division of the relevant Department of such Court, if any, to the extent that a Department of such Court shall have jurisdiction over the subject matter of such action. The provisions hereof shall survive delivery of the Deed.

41. Counterparts.

This Agreement may be executed in multiple counterparts and shall be valid and binding with the same force and effect as if all parties had executed the same Agreement. The parties hereby agree that a PDF copy of each party's original signature to this Agreement delivered by electronic mail shall be effective as such party's signature to this Agreement.

42. Entire Agreement; Further Assurances.

This Agreement contains all of the covenants, conditions and agreements between the parties and shall supersede all prior correspondence, agreements and understandings, both verbal and written. The parties intend that this Agreement constitutes the complete and exclusive statement of its terms and that no extrinsic evidence may be introduced in any proceeding involving this Agreement.

The parties each agree to do, execute, acknowledge and deliver any legally necessary instruments and assurances and to take all such further action before or after the Closing as shall be necessary or desirable to fully carry out this Agreement and to fully consummate and effect the transactions contemplated hereby.

43. No Oral Modification or Waiver.

This Agreement may not be changed or amended orally, but only by an agreement in writing. No waiver shall be effective hereunder unless given in writing, and waiver shall not be inferred from any conduct of either party. No delay or omission in the exercise of any right or remedy accruing upon a breach of this Agreement shall impair such right or remedy or be construed as a waiver of such breach. The waiver of any breach of this Agreement shall not be deemed to be a waiver of any other breach hereof.

44. Recordation Not Permitted.

In no event shall this Agreement or any memorandum hereof be recorded in the official or public records where the Premises is located, and any such recordation or attempted recordation shall constitute a default under this Agreement by the party responsible for such recordation or attempted recordation.

45. Deadlines.

In the event that any deadline or date for performance or providing notice contained herein (including, without limitation, any contingencies or extensions of the time for performance under this Agreement), falls on a Saturday, Sunday or legal holiday, as the case may be, such deadline or other date shall be automatically extended to the immediately following business day.

46. Seller Credit.

Seller shall provide a credit at closing to Buyer in the amount of forty-five thousand

dollars (\$45,000.00)._

47. Closing Conditions.

This Agreement is subject to and conditioned on the satisfaction of the following conditions:

- (a) Compliance with the provisions of G.L. c. 30B (the Uniform Procurement Act) for acquisition of real property
- (b) Compliance with any general or special laws or regulations applicable to the acquisition of real property
- (c) AHTF's appraisal of Premises being of equal or less value than the purchase price
- (d) Approval by a vote of the Select Board to approve of the purchase of the Premises for the amount of \$1,600,000 pursuant to the terms and conditions of this Offer to Purchase; and
- (e) That the Premises shall be delivered free of any and all tenants, with all personal property not included in the sale having been removed, all trash and debris having been removed, and the Premises delivered in "broom-clean" condition.

[the signature pages follow.]

NOTICE: This is a legal document that creates binding obligations. If not understood, consult an attorney.

IN WITNESS WHEREOF, the parties hereto have duly executed this Agreement as a sealed instrument as of the date first set forth above.

SELLER:


MICHAEL AYOTTE

BUYER:

THE TOWN OF NANTUCKET AFFORDABLE
HOUSING TRUST FUND

SELLER'S BROKER:

ATLANTIC EAST NANTUCKET
REAL ESTATE LLC

By: _____

Name:

Title:

[Signature Page to Purchase and Sale Agreement]

NOTICE: This is a legal document that creates binding obligations. If not understood, consult an attorney.

IN WITNESS WHEREOF, the parties hereto have duly executed this Agreement as a sealed instrument as of the date first set forth above.

SELLER:

MICHAEL AYOTTE

BUYER:

THE TOWN OF NANTUCKET AFFORDABLE
HOUSING TRUST FUND

Thomas M. Dixon

10/02/2024

SELLER'S BROKER:

ATLANTIC EAST NANTUCKET
REAL ESTATE LLC

By: *Lisa Sherburne*
Name: *Lisa Sherburne*
Title: *Broker*

[Signature Page to Purchase and Sale Agreement]

NOTICE: This is a legal document that creates binding obligations. If not understood, consult an attorney.

IN WITNESS WHEREOF, the parties hereto have duly executed this Agreement as a sealed instrument as of the date first set forth above.

SELLER:

MICHAEL AYOTTE

BUYER:

THE TOWN OF NANTUCKET AFFORDABLE
HOUSING TRUST FUND

Thomas M. Dixon

10/02/2024

SELLER'S BROKER:

ATLANTIC EAST NANTUCKET
REAL ESTATE LLC

By: _____

Name:

Title:

[Signature Page to Purchase and Sale Agreement]

SIGNATURE CERTIFICATE



REFERENCE NUMBER
56843489-9676-402B-AA04-1E1A80D70070

TRANSACTION DETAILS	DOCUMENT DETAILS
Reference Number 56843489-9676-402B-AA04-1E1A80D70070	Document Name KP- 941473-v1-71 Surfside P S - Final
Transaction Type Signature Request	Filename KP-_941473-v1-71_Surfside_P_S_-_Final.pdf
Sent At 10/02/2024 13:17 EDT	Pages 13 pages
Executed At 10/02/2024 13:18 EDT	Content Type application/pdf
Identity Method email	File Size 260 KB
Distribution Method email	Original Checksum 6d03da3807956447be5362a6ed6a1149cb02e070b98789690fb7a7a4c09ede1f
Signed Checksum 7d4cb883109147c8240c34c4c1070689e9376c43d4a367f03e8b2d7633173d47	
Signer Sequencing Disabled	
Document Passcode Disabled	

SIGNERS

SIGNER	E-SIGNATURE	EVENTS
Name Thomas Dixon	Status signed	Viewed At 10/02/2024 13:17 EDT
Email tdixon@nantucket-ma.gov	Multi-factor Digital Fingerprint Checksum 605f3f70eb120f3f34daf0a4bd13903a536f5fb3453da85e8dd70cc6ff3ecbb0	Identity Authenticated At 10/02/2024 13:18 EDT
Components 2	IP Address 73.234.254.239	Signed At 10/02/2024 13:18 EDT
	Device Safari via Mac	
	Typed Signature 	
	Signature Reference ID 99CBB427	

AUDITS

TIMESTAMP	AUDIT
10/02/2024 13:17 EDT	Rachel Field (rfield@nantucket-ma.gov) created document 'KP-_941473-v1-71_Surfside_P_S_-_Final.pdf' on Chrome via Windows from 208.87.236.180.
10/02/2024 13:17 EDT	Thomas Dixon (tdixon@nantucket-ma.gov) was emailed a link to sign.
10/02/2024 13:17 EDT	Thomas Dixon (tdixon@nantucket-ma.gov) viewed the document on Safari via Mac from 73.234.254.239.
10/02/2024 13:18 EDT	Thomas Dixon (tdixon@nantucket-ma.gov) authenticated via email on Safari via Mac from 73.234.254.239.
10/02/2024 13:18 EDT	Thomas Dixon (tdixon@nantucket-ma.gov) signed the document on Safari via Mac from 73.234.254.239.

VIII. Consider Renewal Funding for Strategy and Communications Agreement with Jeremy Crockford Around the Transfer Fee

To: Nantucket Housing Director Kristie Ferrantella; Housing Consultant Tucker Holland

From: Jeremy Crockford, Crockford Media Strategies

RE: Communications and media relations

Over the course of the last two years, relentless media pressure focusing on the affordable housing crisis on Nantucket, Martha's Vineyard and Cape Cod fueled inclusion of a transfer fee on real estate in the Governor's Housing Bond Bill and very nearly led it to victory in the Legislature. If we are to succeed in getting the Cape and Islands the right to impose a transfer fee to preserve affordable housing we are going to need once again to show the public, legislators and the administration the depth of the crisis and its ramifications for public safety, healthcare, small business, seniors, young families, Native Americans and the sense of community in each of our towns.

Working with Island leaders, businesspeople and advocates, we drove stories in the national, regional and local print, broadcast and social media centered on the following messages:

- Public safety is imperiled when firefighters, EMTs and police cannot live in – or in some cases, even *near*, the places they work to protect
- Healthcare is suffering when orderlies, nurses and even doctors say they cannot take positions in our hospitals because they can't afford housing
- Young people are leaving the Cape and Islands to find cities and towns where they can afford to live – many of them from families with long histories in the communities, and many from Native American families who are descendants of the first residents
- Retail and restaurant owners are increasingly hard hit by a lack of reliable workers, and in some cases have been forced to adopt restricted hours, or even close
- Real estate associations may oppose the transfer fee – but the real estate professionals of the Cape and Islands have been vocal in the support, and have put the community first in this fight.

These messages have been carried in columns, feature stories, opeds and/or editorials in newspapers including:

The New York Times

Washington Post

Boston Globe

State House News

Commonwealth Beacon

Banker & Tradesman

Boston Business Journal
Cape Cod Times
Martha's Vineyard Times
Martha's Vineyard Gazette
Nantucket Inquirer and Mirror
Nantucket Current

And in stories and interviews including:

National Public Radio affiliates WGBH, WBUR, WNAN-CAI and The Public's Radio
Channel 25 Boston
Channel 5 Boston
Channel 7 Boston
Fox TV

Editorial support for the transfer fee ran in
The Boston Globe
The Boston Business Journal
And in local publications on the Cape and Islands

Working with the Islands teams and our partners in government relations, we helped to carry out the most successful public event at the State House in the last several years, with hundreds of Island residents, students, teachers, business leaders and Native Americans meeting with legislators, and appearing on each Massachusetts NPR affiliate and each Massachusetts television station.

Our team during this period has forged strong positive relationships with the housing reporters, columnists and editors who are going to be crucial in our drive to win the Cape and Islands the right to impose the fee to help ameliorate the crisis. Our media communications go both ways, enabling us to understand from reporters and editors when new stories or developments are occurring, and on our end providing them with facts and statistics that help drive the narrative. We have become a resource to most of the leading reporters on the transfer fee story. At the same time, we have established good working relationships with the Cape and Islands residents, business leaders, public safety officials and advocates who become the best messengers on the crisis. We have partnered with, among others, Nantucket Police Chief Jody Kasper, Dukes County Sheriff Robert Ogden, Realtors Brian Sullivan and Candy DeRosa, former Secretary of Housing and Economic Development Dan O'Connell, Mass General Brigham doctors and executives and have worked with chamber of commerce leaders both on the Islands and on the Cape.

Given the support of the governor, the understanding of legislative leadership of the need for help for seasonal communities, the broad depth of support from business and political leadership – the prospects for Cape and Islands transfer fee approval in the next session seem strong.

Once government relations and legislative allies, in tandem with Nantucket and Martha's Vineyard leaders, determine the details of our legislative objective and the specifics of the legislative request, our team will contact reporters who have written on the subject to let them know how we intend to move forward. Several housing and political reporters have already reached out to ask if efforts toward a transfer fee will continue and in what form. We will connect those reporters to Island spokespeople, including business leaders, and legislators for stories laying out the renewed effort.

As over the past two years, we will then provide feature, news, broadcast and oped story pitches to our media contacts in the outlets most important in driving home a legislative win, including but not limited to State House News, Island print and broadcast media, NPR affiliates, *Boston Globe*, *Commonwealth*, *Boston Business Journal*, *Banker & Tradesman* and *Cape Cod Times*.

Budget: \$2,500 per month November and December 2024; \$3,750 January through July; \$2,500 a month August through October.

IX. Review ZBA Request for Written Comments on Surfside Crossing 40B Development – REVIEW

Surfside Crossing 40B

From William Saad <wsaad@nantucket-ma.gov>

Date Fri 9/13/2024 12:41 PM

To sully@fishernantucket.com <sully@fishernantucket.com>

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

Dear Chair Sullivan,

The Zoning Board of Appeals ("ZBA"), at its September 5, 2024 meeting, opened the public hearing pursuant to the remand order for the Comprehensive Permit Application submitted by Surfside Crossing, LLC and continued the public hearing to October 17, 2024.

Since the ZBA will act on requests for permit relief that normally would be acted upon by other Town agencies, the ZBA respectfully requests that you place this matter on an upcoming agenda for your Board's review and provide written comments, concerns, and recommendations to us, so that we will be able to make a fully informed decision regarding the application. We ask that please submit your comments and related materials to the ZBA by November 14, 2024.

Due to the size of the files, I will send all documentation via Microsoft SharePoint in a separate email to share the electronic versions of the Comprehensive Permit Application and supplemental materials. These are also available, as well as all previously submitted documentation, on the Town's website via the following link: <https://www.nantucket-ma.gov/1219/Surfside-Crossing-40B>

The ZBA thanks you for your assistance in this important review process.

Best,

Billy Saad

Zoning Administrator/Land Use Specialist

wsaad@nantucket-ma.gov

Town of Nantucket

Planning & Land Use Services

2 Fairgrounds Road

Nantucket, MA 02554

Tel: 508-325-7587 X 7071

Fax: 508-325-5346

www.nantucket-ma.gov



Town & County of
NANTUCKET, MA



Nantucket Affordable Housing Trust Fund

2 Fairgrounds Road, Nantucket, MA 02554

July 10, 2018

Zoning Board of Appeals
2 Fairgrounds Road
Nantucket, MA 02554

Re: Comments and Recommendations for ZBA – Comprehensive Permit File 20-18 “Surfside Crossing”

Dear Chairman Toole and Members of the Zoning Board of Appeals,

The Affordable Housing Trust Fund at its June 27, 2018 and July 10, 2018 meetings discussed thoughts / comments regarding the Comprehensive Permit Application submitted by Surfside Crossing, LLC, known as the Surfside Crossing 40B. Prior to the meeting, the Board members had the opportunity to review the application as well as the list of waivers submitted with the application.

The Affordable Housing Trust Fund’s mission is “to provide for the creation and preservation of affordable housing in the Town of Nantucket, preferably in perpetuity, as a general policy, but subject to exceptions where it is practicable and reasonable to do so, for the benefit of year-round low- and moderate-income households who would otherwise have difficulty financial or otherwise, locating housing on Nantucket.” It is the consensus amongst the group that the Surfside Crossing 40B, as proposed, does not align with our mission statement. While the proposed project technically meets the 25% at 80% AMI requirement of the 40B statute, we believe there is the opportunity for this project to go much further. The developer themselves has stated that it was a police officer not being able to find suitable and affordable housing that motivated the developer to take on this project. In its current configuration we are left wondering, *what is the developer doing to ensure that units will always go to that policeman...or that nurse...or that shop employee...or that teacher...in perpetuity?* Given the current maximum resale price of a Covenant Home (\$691k and restricted to buyers up to 150% AMI), and the stated pricing of the condos for Surfside Crossing, there appears that the developer could do much more in ensuring units stay with our year-round residents.

We strongly encourage the ZBA to ensure that there is parity between the affordable units and market rate units in all appropriate respects. We encourage the ZBA to require that all units (affordable and market rate) be built with the highest energy efficiency that is practical. We would like to see with the affordable units that they are constructed in a manner to keep ongoing maintenance, homeowners’ association and utilities costs at an affordable level for the future residents. We encourage the ZBA to impose all necessary conditions which would ensure that the units are utilized by year-round Nantucketers and are not used as short-term rentals or investment properties.

While the Trustees recognize that density in and of itself is not a material issue under Chapter 40B, we share fire safety, traffic safety, parking, archeological, environmental, water quality and other concerns which have been voiced by others at public meetings. Yes, we are in the business of promoting housing for our year-round community. At the same time, we care equally about quality of life for residents in all developments and throughout the community.

In our view, there is not enough usable green or recreation space on-site, where the opportunity to provide more undoubtedly exists.

Here are a few examples of homeownership projects with an affordability component on the Island:

Ownership Development	Acreage	Unit Count	Density (per acre)
Abrams Quarry	~4	28	7
Richmond – Sandpiper (N + S)	~17	94	5.5
Beach Plum Village	~10	40	4
Sachem's Path	~9	40	4.4
Surfside Crossing	~13	156	12

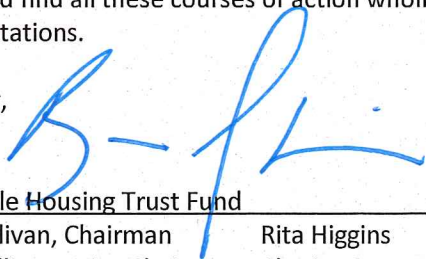
It is our recommendation that the developer 1) appropriately scale down the density to be more on par with other affordable homeownership developments on the Island, 2) reasonably and appropriately address neighbors' buffering concerns, 3) build to best-in-class energy efficiency and operating cost standards, 4) ensure parity between the income-restricted homes and properties and the market rate homes and properties, 5) provide more green / usable play space (which not only will benefit families / residents, yet we suspect will also benefit the wellhead recharge zone) and 6) place affordability deed restrictions in perpetuity on additional units above the 25% @ 80% AMI required by 40B (and include a provision in the deeds excluding short-term leasing across all units – income-restricted and market).

The additional affordability restrictions could include up to 175% AMI and appeal to moderate income individuals and families. Such a restriction would not greatly impact the developers bottom line, at the same time providing housing that will remain affordable to year-round residents for years to come.

Given that Nantucket gets one year of Safe Harbor for each 24 units of housing created, we would see great benefit to the developer providing 48 units which would qualify on our Subsidized Housing Inventory list (39 would qualify under the developer's original proposal).

We would find all these courses of action wholly appropriate...and consistent with the developer's own representations.

Sincerely,



Affordable Housing Trust Fund

Brian Sullivan, Chairman

Linda Williams, Vice Chair

Rita Higgins

Charity Grace Mofsen

Brooke Mohr

Reema Sherry

Judith Wegner

cc: Select Board, Planning Board, Town Manager, Director of Planning, Inquirer & Mirror



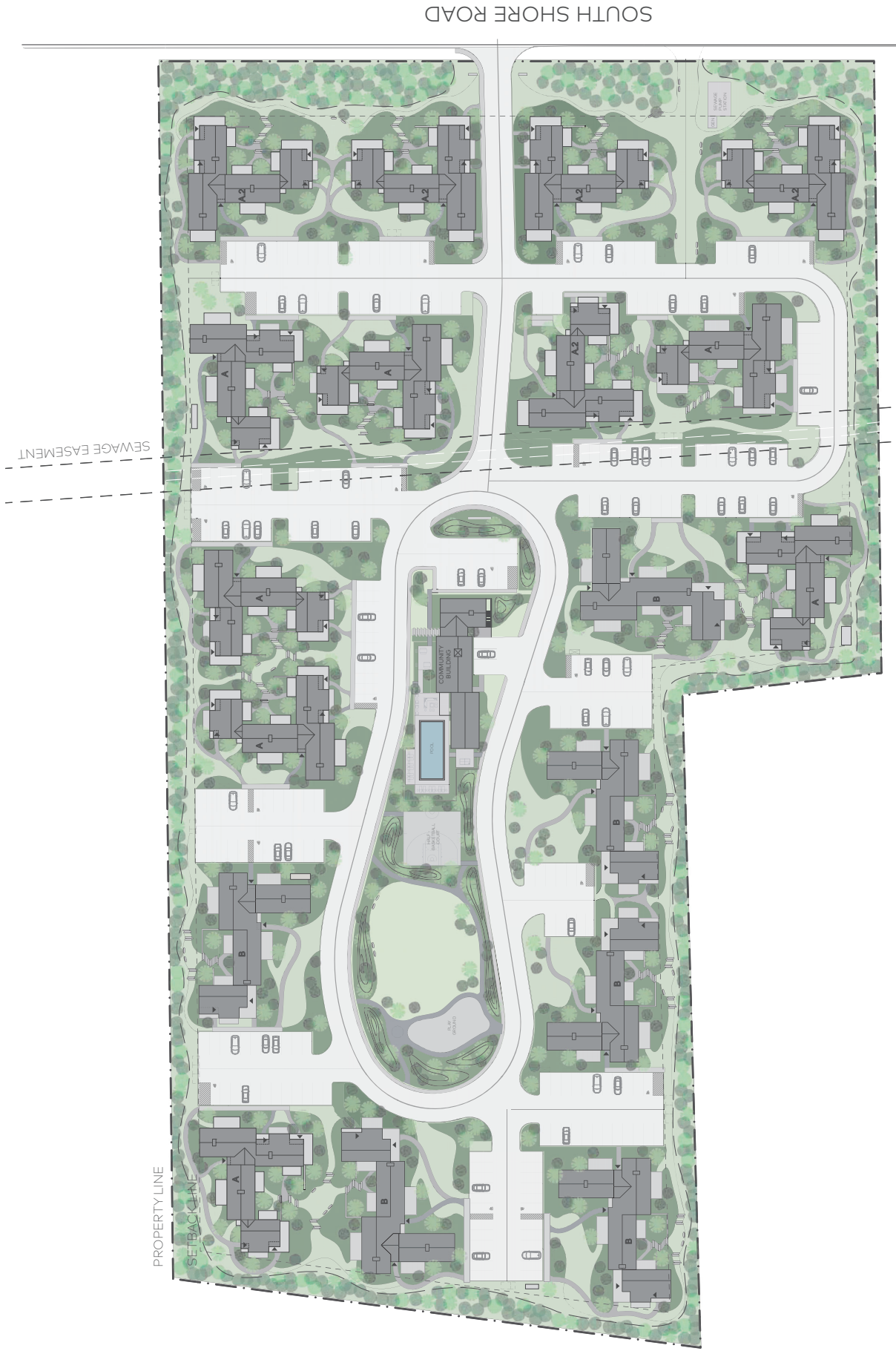
Plan Comparison

<u>Original Submission</u> Areas		<u>2020 Submission</u> Areas	
Total Site Area	590,607	Total Site Area	590,607
Total Building Floor Areas	102,774	Total Building Floor Areas	84,996
Building Porches/Decks/Patios	16,909	Porches/Decks/Patios/Mechanical	35,217
Paved Roads/Parking/Sidewalks	143,849	Paved Roads/Parking/Sidewalks	162,028
Residential Driveways (semi-pervious)	20,920	Residential Driveways (semi-pervious)	0
Total Impervious/Semi-pervious	284,452	Total Impervious/Semi-pervious	282,241
*Unusable Open Space (Perimeter buffer areas)	31,090	*Unusable Open Space (Perimeter buffer areas)	56,151
*Usable Open Space (Yard areas)	275,065	*Usable Open Space (Yard areas)	252,215
Vegetated Areas (Includes lawns, landscaping and perimeter buffer areas)	306,155	Vegetated Areas (Includes lawns, landscaping and perimeter buffer areas)	308,366

*Category per page 10 of original application

Plan Comparison

<u>Original Submission</u>		<u>2020 Submission</u>	
Bedroom Count	Units	Bedroom Count	Units
(8) 12-Unit Condo Buildings		(18) Condo Buildings	
(24) Studio Units		(19) Studio Units	
(42) 1 Bedroom Units	24	(46) 1 Bedroom Units	19
(18) 2 Bedroom Units	42	(55) 2 Bedroom Units	46
(12) 3 Bedroom Units	36	(36) 3 Bedroom Units	110
	36		108
(60) Single Family Dwellings			
(8) 3-Bedroom Dwellings	24		
(33) 4-Bedroom Dwellings	132		
(19) 5-Bedroom Dwellings	95		
Total	389	Total	283
Sewage Flows		Sewage Flows	
138 Condo Bedrooms @	Gallons per Day	283 Condo Bedrooms @	Gallons per Day
110 GPD per bedroom	15,180	110 GPD per bedroom	31,130
251 Single Family Bedrooms @		Community Building	
110 GPD per bedroom	27,610	142 s.f. office @ 75 GPD per 1,000 s.f.	200 (min.)
Total	42,790	Total	31,330
Parking		Parking	
138 Condo Bedrooms @	Provided	283 Condo Bedrooms @	Provided
1 space per bedroom	138	1 space per bedroom	299
(60) Single Family Dwellings @			
2 spaces per dwelling	120		
Overflow/Additional Parking	8	Community Building	10
Total Provided	266	Total Provided	299
Spaces per Bedroom	0.68	Spaces per Bedroom	1.06

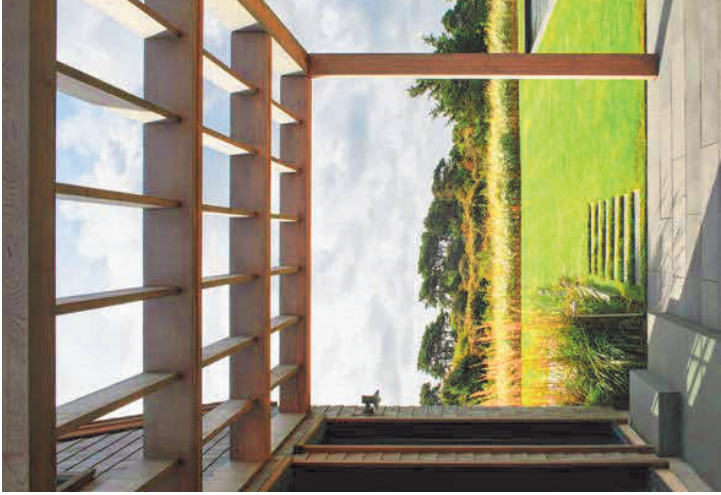


0 35 70 140

SITE PLAN

SOUTH SHORE ROAD

5





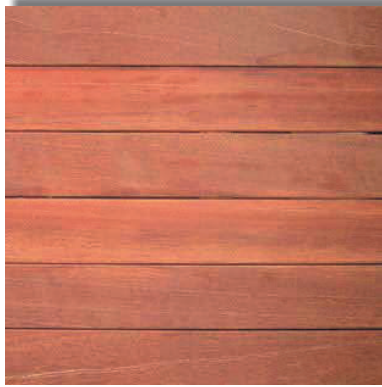
FACADE - NATURAL WHITE CEDAR



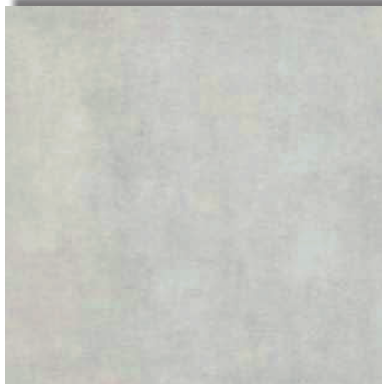
FACADE - NATURAL BOARD & BATTEN

TRIM, FENCING, PERGOLA -
NATURAL WOOD

DOORS & WINDOWS - BLACK



DECKING - MAHOGANY

ROOF OPTION 1
ASPHALT SHINGLE IN LIGHT GRAYROOF OPTION 2
ASPHALT SHINGLE IN MEDIUM GRAY

CHIMNEY - PARGED CONCRETE



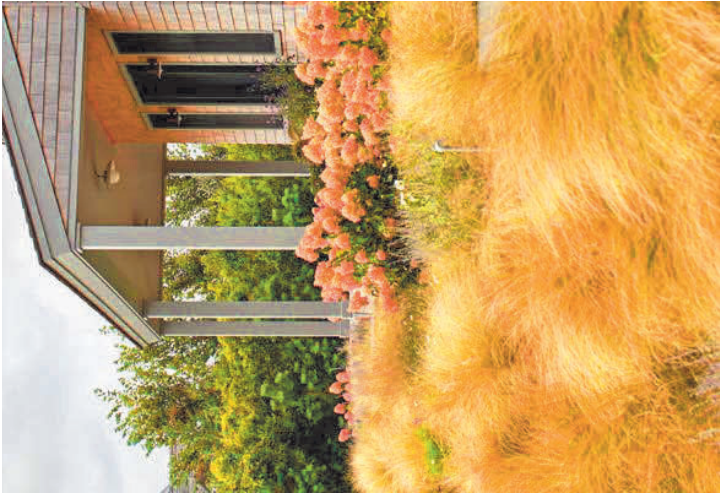
STYLE 1 - 6/1

*REFER TO KEY PLANS FOR FINISH AND WINDOW STYLES

G-1 GLASS - CLEAR	WD-1 SHINGLES - NATURAL CEDAR	SH-1 SHINGLES - LIGHT GRAY	C-1 CONCRETE	MT-3 COPPER GUTTER
WD-2 TRIM - NATURAL WOOD	SH-2 SHINGLES - MEDIUM GRAY	C-2 CONCRETE PARGING		
WD-3 NATURAL BOARD & BATTEN				
WD-4 BLACK PAINT				
WD-5 DECKING - MAHOGANY				



STYLE 2 - 2/2





ROADWAY - BLACK TOP ASPHALT



SIDEWALKS - GRAY CHIPSEAL



IMPERVIOUS WALKWAYS - TAN CHIPSEAL



PERVIOUS WALKWAYS - PEA GRAVEL



CAPE COD BERM - BLACK TOP ASPHALT



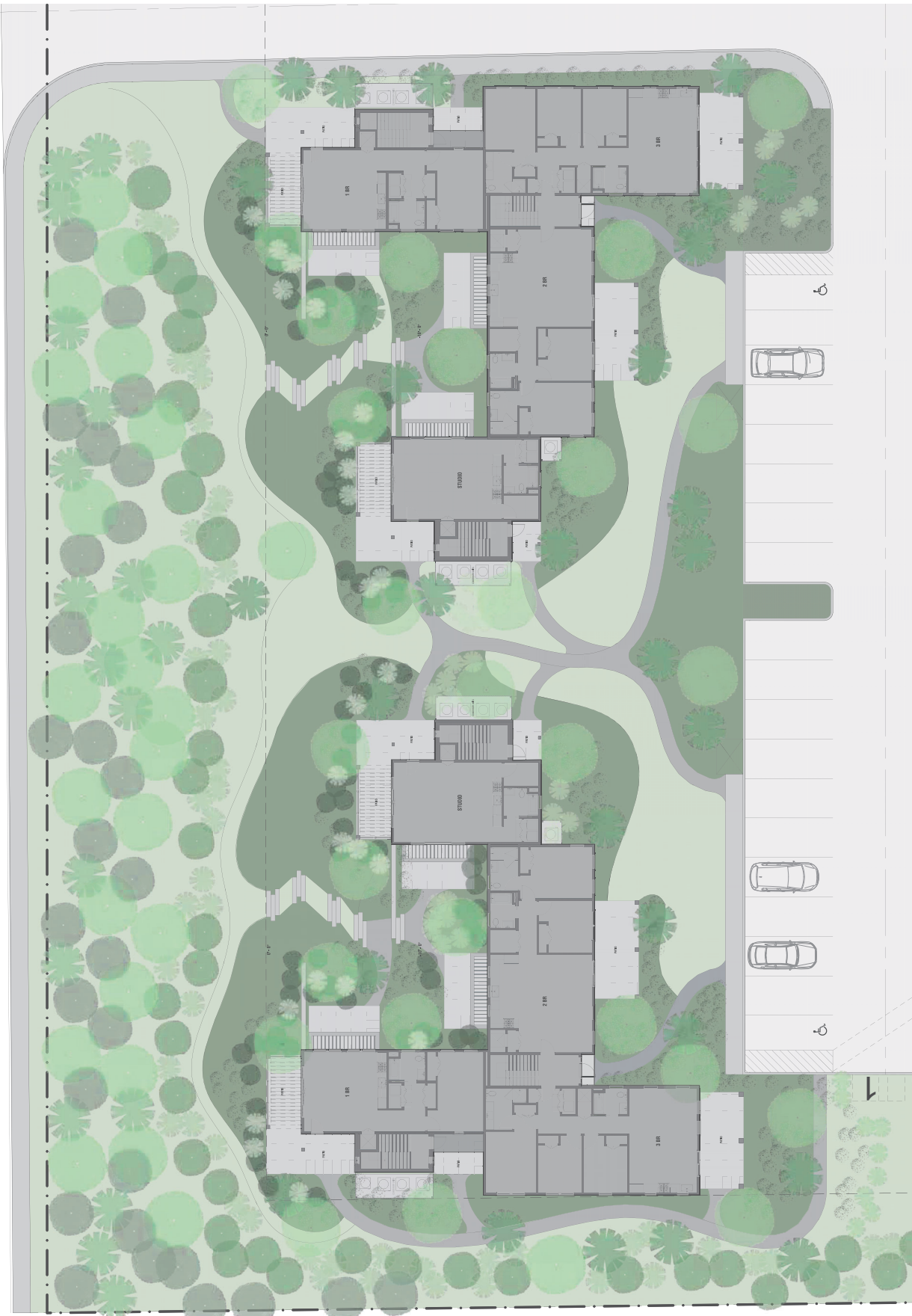
RETAINING WALLS - PARGED CONCRETE



PATIOS - CONCRETE PAVERS



RISERS - CONCRETE BLOCKS









VIEW LOOKING FROM MAIN ROAD TOWARDS A2 BUILDINGS





VIEW LOOKING TOWARDS THE SCULPTED LANDSCAPE OF A2 BUILDING

