Town and County of Nantucket
Select Board • County Commissioners

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

16 Broad Street
Nantucket, Massachusetts 02554

Telephone (508) 228-7255
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C. Elizabeth Gibson
Town & County Manager

AGENDA FOR THE MEETING OF THE
SELECT BOARD
JUNE 26, 2024 – 5:30 PM
PSF COMMUNITY ROOM, 4 FAIRGROUNDS ROAD
AND REMOTE PARTICIPATION VIA ZOOM WEBINAR
NANTUCKET, MASSACHUSETTS
****AMENDED JUNE 24, 2024****

YOU TUBE LINK FOR VIEWING ONLY:
https://youtube.com/live/347t6n24zPw

ZOOM WEBINAR REGISTRATION LINK TO VIRTUALLY ATTEND MEETING:
https://us06web.zoom.us/webinar/register/WN_jFFZD2JcQGeV32Q7D25P-g

I. CALL TO ORDER

II. SELECT BOARD ACCEPTANCE OF AGENDA

III. ANNOUNCEMENTS

1. The Select Board Meeting is Being Audio/Video Recorded.

2. No Select Board Meeting on Wednesday, July 3, 2024 (Summer Schedule); Next Meeting is Wednesday, July 10, 2024.

3. Town Offices will be Closed on Thursday, July 4, 2024 in Observance of Independence Day.

4. www.nantucket-ma.gov/vesselstrike
The Devastating Impact that NOAA'S Proposed Speed Limit Will have on the Economy and the People of Nantucket - Take Action Today!
We Need All Residents and Visitors to Contact Nantucket Island's Federal Delegation to Request Exemption for Nantucket Sound. Use the Template at https://nantucket-ma.gov/3114/NOAA-North-Atlantic-Right-Whale-Vessel-S to Write to Your Representatives. Personalize it with Your Own Comments and Experiences to Make an Even Greater Impact.

5. https://nantucket-ma.gov/2594/Housing-News
The Housing Office is Urging You to Join Us in Advocating for the Affordable Homes Act, Specifically Supporting the Inclusion of a Local Option Real Estate Transfer Fee and the Seasonal Communities Provision Proposed by Governor Healey. Your Support is Crucial in Addressing the Unique Housing Challenges Our Island Faces. We Kindly Ask You to Take a Few Moments to Send a Letter, Expressing Your Support for These Vital Measures that Will Help Sustain Nantucket's Year-Round Community to Senate President Spilka.

6. Select Board Announcements/Comments.

IV. FOLLOW-UP ON COMMENTS FROM PRIOR SELECT BOARD MEETINGS

*V. PUBLIC COMMENT**

*VI. NEW BUSINESS**

VII. APPROVAL OF MINUTES, WARRANTS AND PENDING CONTRACTS

1. Approval of Minutes of June 10, 2024 at 11:00 AM; June 12, 2024 at 5:30 PM.

2. Approval of Payroll Warrants for June 9, 2024; June 23, 2024.

3. Approval of Treasury Warrants for June 19, 2024; June 26, 2024.

4. Approval of Pending Contracts for June 26, 2024 - as Set Forth on the Spreadsheet Identified as Exhibit 1, Which Exhibit is Incorporated Herein by Reference.

VIII. ANNUAL SELECT BOARD COMMITTEE APPOINTMENTS

1. 2024 Annual Board, Committee, Commission Appointments.

IX. CITIZEN/DEPARTMENTAL/COMMITTEE REQUESTS/REPORTS

1. Maria Mitchell Association: Request for Waiver of Town Noise Bylaw from 10:00 PM to 10:30 PM for Stargazer Gala to be held Thursday, July 25, 2024 at 278 Polpis Road.

2. RW Bryant: Request for Waiver of Town Noise Bylaw from July 2, 2024 at 10:00 PM to July 3, 2024 at 2:00 AM on Federal Street for Splicing of Fiber-Optic Cable.

3. Nantucket Preservation Trust: Request for Approval of Historic Preservation Restriction to be Held by Nantucket Preservation Trust, Inc. for Property Located at 23-25 Fair Street.

4. Coastal Resilience Advisory Committee: Quarterly Reports.

5. Department of Public Works: Request for Letter of Support for Paint Stewardship Program.

X. REAL ESTATE MATTERS

1. Request for Approval and Execution of Land Exchange Documents with Nantucket Islands Land Bank:

   a) Acceptance of Quitclaim Deed from Land Bank to Town for Two Parcels for Milestone Rotary Bike Path for Recreational Purposes, with Land Bank Retaining Easements, Shown as Lot 13 on Plan Entitled "Plan of Land in Nantucket, MA, Prepared for Nantucket Islands Land Bank, 2 Milestone Road," Prepared by Nantucket Engineering & Survey, P.C., Dated April 5, 2022 and Filed with Nantucket Land Registration District as Plan 7302-E; and, Lot 2 on Plan Entitled "Plan of Land in Nantucket, MA Prepared for Nantucket Islands Land Bank, 174 Orange Street," Prepared by Nantucket Engineering and Survey, P.C., Dated April 5, 2022 And Recorded with Nantucket Registry of Deeds as Plan 2024-3; Pursuant to Chapter 93 of the Acts of 2022.

   b) Acceptance of Quitclaim Deed from Land Bank to Town for One Parcel at Nobadeer Recreational Area, Shown as Lot 17 on Plan Entitled "Division Plan of Land Milestone, Nobadeer Farm & Hinsdale Roads, Nantucket, Mass., Prepared for Town of Nantucket & Nantucket Islands Land Bank," Prepared by Blackwell & Associates, Inc., Dated June 24, 2023 and Recorded with Nantucket Registry of Deeds as Plan 2023-36, Pursuant to Chapter 93 of the Acts of 2022.

   c) Conveyance of Five Parcels from Town to Land Bank at Mill Hill Park for Passive Recreational, Open Space or Public Park Purposes, Pursuant to Vote on Article 92 of 2021 Annual Town Meeting and Chapter 93 of the Acts of 2022:

   - A Certain Parcel of Land Located at 39 Prospect Street in Nantucket, Shown on Assessor's Map 55.4.4 as Parcel 57 and Shown as Lot D on Land Court Plan No. 12559-A, Filed with Nantucket Registry District of the Land Court;

   - A Parcel of Land Located at North Mill Street in Nantucket, Shown on Assessor's Map 55 as Parcel 319 and Shown on Land Court Plan No, 13837-A, Filed with Nantucket Registry District of the Land Court;

   - A Certain Parcel of Land Located at 47 Prospect Street in Nantucket, Shown on Assessor's Map 55 as Parcel 321 and Shown as Lot C on Land Court Plan No. 12559-A, Filed with Nantucket Registry District of the Land Court;

   - A Certain Parcel of Land Located at 37 Prospect Street in Nantucket, Shown on Assessor's Map 55.4.4 as Parcel 81;

   - A Certain Parcel of Land Located at 29 Vesper Lane in Nantucket, Shown as Lot 15 on Plan of Land Recorded with Nantucket County Registry of Deeds in Plan Book 24, Page 84.

XI. TOWN MANAGER'S REPORT

XII. SELECT BOARD'S REPORTS/COMMENT

1. Conservation Commission: Review of Proposed Amendments to Wetlands Regulations.

2. Review and Vote to Revise Language of Senate Bill No. 2417 (Transfer of Lots 35-38 in Block 31 on Ames Avenue from Conservation Commission to Select Board for Roadway and Municipal Purposes) as Requested by Senator Cyr.

3. Discussion of September 17, 2024 Special Town Meeting Warrant Articles; Adoption of September 17, 2024 Special Town Meeting Warrant.

4. Committee Reports.

XIII. ADJOURNMENT

**Identified on Agenda Protocol Sheet*

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

EXHIBIT 1
AGREEMENTS TO BE EXECUTED BY TOWN MANAGER
UNLESS RESOLUTION OF DISAPPROVAL BY SELECT BOARD
June 26, 2024 – AMENDED JUNE 24, 2024

Type of Agreement/Description	Department	With	Amount	Other Information	Source of Funding	Term
Revenue Agreements						
License Agreement	Town Administration	Nantucket Dreamland Foundation	($500)	License for Dreamland to use 7 Nobadeer Farm Road for drive-in movie theater	N/A	Jun 21, 2024 - Oct 14, 2024
No Funding Agreements						
Contract Amendment	Public Works	Weston & Sampson	N/A	Extension of time to finalize report & meet with concessions feasibility work group	N/A	Jun 23, 2021 - Dec 31, 2024
Contract Amendment	Public Works	Weston & Sampson	N/A	Extension of time to complete tasks regarding the Public Works facility	N/A	Apr 29, 2020 - Dec 30, 2024
Contractual Services						
Contract Amendment	Natural Resources	Arcadis US, Inc.	Add $248,300 to previously amended contract amount of $979,838 for new contract amount of $1,228,138	Updated scope of work for Baxter Rd Alternate Access; extension of time for design, permitting & easement updates due to alignment modifications	Article 10 ATM 2019; Article 14 ATM 2015; Article 10 ATM 2022; Article 10 ATM 2015	Mar 26, 2023 - Jun 30, 2025
Professional Services Agreement	Our Island Home	Thru-Wall Construction	$4,898	Annual inspection services of fire doors	Our Island Home Budget - Professional Services	Jun 1, 2024 - Jun 30, 2025
OPM Agreement	Our Island Home	Vertex Companies, LLC	$438,668	Owner's Project Manager agreement for design phase of new OIH nursing facility	Article 11 ATM 2022	Jun 26, 2024 - Jun 25, 2025
Professional Services Agreement	Public Works	Vector Disease Control International Company, LLC	$130,300	Mosquito surveillance, control & consulting, performing testing & treatment of public & private properties	Public Works Budget	May 22, 2024 - May 21, 2025

Purchase Agreement	Public Works	Barrett Enterprises, LLC	$27,500	Purchase of Two (2) 20' shipping containers for Take-It-or-Leave-It	Solid Waste Enterprise Fund Budget	Jun 5, 2024 - Jun 4, 2025
Contract Amendment	Public Works	Commonwealth Resource Management Corp	Add $25,000 to original contract amount of $345,000 for new contract amount of $370,000	Additional work on Waste Services RFP (request for proposals)	Solid Waste Budget - Professional Services	Jul 1, 2021 - Jun 30, 2024
Professional Services Agreement	Sewer	Hazen & Sawyer	$203,739	Implementation of Asset Management System for Stormwater, Sewer & Water	SRF Grant, Stormwater, Sewer & Water Professional Services Budget	Jun 26, 2024 - Sep 30, 2025
Professional Services Agreement	Town Administration	Public Archaeology Laboratory	$9,500	Supplemental intensive archaeological survey of 44 & 48 Miacomet Road	AHTF - Professional Services	Apr 12, 2024 - Apr 11, 2025
Consulting Services	Town Administration/Nantucket Planning & Economic Development Commission	University of Massachusetts, Donahue Institute	Up to $45,000	Proposed North Atlantic Right Whale Vessel Speed Reduction Restrictions - Economic Impact Study	Cape & Islands License Plate Fund	Up to six months
Grants						
Grant	Health	Mass Dept of Public Health & Dukes County	TBD	Inter-Island Public Health Excellence Collaborative (grant funds from state through Dukes County for cross-jurisdictional resource sharing)	Grant from State	Jul 1, 2023 - TBD
Grant Award/Assurance	**Airport/ Select Board**	**MassDOT Aeronautics Division**	**($712,800)**	**Install concrete hardstands - Phase II**	**Grant from State**	**Jun 26, 2024 - Jun 30, 2025**
Grant Award/Assurance	**Airport/ Select Board**	**MassDOT Aeronautics Division**	**($7,410.06)**	**Taxiway G - Reimbursable Agreement**	**Grant from State**	**Jun 26, 2024 - Jun 30, 2024**
Grant Award/Assurance	**Airport/ Select Board**	**MassDOT Aeronautics Division**	**($48,280.56)**	**Purchase ARFF truck & Equipment**	**Grant from State**	**Jun 26, 2024 - Jun 30, 2026**

Maura Healey, Governor
Kimberley Driscoll, Lieutenant Governor
Monica Tibbits-Nutt, Secretary & CEO
Jeffrey DeCarlo, Administrator

massDOT
Massachusetts Department of Transportation
Aeronautics Division

NOTICE OF AWARD

June 10, 2024

Arthur Gasbarro, Chair
Nantucket Memorial Airport
14 Airport Road
Nantucket, MA 02554

Re: MassDOT Aeronautics Division Grant Award Notification

Dear Arthur Gasbarro:

The Massachusetts Department of Transportation (MassDOT) Aeronautics Division is pleased to inform the airport, that Administrator, Dr. Jeffrey DeCarlo, and Deputy Administrator, Denise Garcia, has authorized the award (see condition below) of a state grant to your airport for the following project:

Date of Award:	*06/10/2024*
Project Name:	*Install Concrete Hardstands – Phase II*
Project Number:	*ASMP-2024-ACK-32*
MMARS Number:	*76ST2024ACK32ACKCONCHS*
Grant Amount:	*$712,800.00, scheduled as:* • *State Fiscal Year 2024: $712,716.80* • *State Fiscal Year 2025: $83.20*
Grant Expiration Date:	*06/30/2025*

The state share of the project potentially involves 80% of the construction cost of the project and 0% of the engineering costs of the project. Standard Contracts will be sent via email at a later date. If SFY amount(s) shown above are incorrect or have changed after this project has been awarded, you must contact the Aeronautics Division no later than June 11, 2024. MassDOT will provide funding for this project if there is funding available at the close of SFY 2024; there is no guarantee that we will be able to fund the project, and reimbursement will be based upon the availability of funds.

Please be advised that this grant award is contingent on the airport's submittal of properly executed (1) contract documents (i.e. Standard Contracts) by June 13, 2024 and (2) grant assurances by July 31, 2024. Failure to timely submit properly executed contract documents and/or grant assurances to MassDOT may result in the forfeiture of the award and grant funding.

If you have any questions concerning this award, please do not hesitate to contact me at 857-368-6851.

Sincerely,

Owen K. Silbaugh, Jr.

Owen K. Silbaugh, Jr., PE, PMP
Chief Engineer and Director of Airport Engineering

cc: Airport

Maura Healey, Governor
Kimberley Driscoll, Lieutenant Governor
Monica Tibbits-Nutt, Secretary & CEO
Jeffrey DeCarlo, Administrator

massDOT
Massachusetts Department of Transportation
Aeronautics Division

GRANT ASSURANCES

Nantucket Memorial Airport

Install Concrete Hardstands – Phase II
Project Number: ASMP-2024-ACK-32
MMARS Number: 76ST2024ACK32ACKCONCHS
Project Authorization Date: 06/10/2024

A. Definitions.

1. "Aeronautics Division" shall mean the Massachusetts Department of Transportation (MassDOT) Aeronautics Division.

2. "Airport" shall mean the Nantucket Memorial Airport and all appurtenant areas and facilities which are used, or intended for use, for airport buildings, airport facilities, or rights-of-way, together with all buildings and facilities located thereon.

3. "Airport Commission" shall mean the Nantucket Airport Commission with members appointed by the Board of Selectmen, as appropriate pursuant to Section 51 E of Chapter 90 of the General Laws.

4. "Town" shall mean the Town of Nantucket.

5. "FAA" shall mean the Federal Aviation Administration.

6. "Grant" shall mean the Grant referenced above, including the Grant Application, finance plan, and related materials supplied by the Applicant and on which the Aeronautics Division relies in awarding the Grant, all as amended by these Grant Assurances.

7. "Grant Assurances" shall mean the assurances and certifications contained herein and made by the Airport Commission for the purpose of securing the Aeronautics Division's approval and award of the Grant.

8. "Program" shall mean the investigation and analysis, engineering, consulting, planning, design and construction of the subject project.

9. "Project" shall mean the project referenced above by project title and project number and related work included as additional efforts in the Program at the sole discretion of the Aeronautics Division.

10. The project will be conducted upon Airport property as well as outside the Airport boundaries with funding from the Airport Commission, and the Aeronautics Division.

Logan Office Center, One Harborside Drive, Suite 205N
East Boston, MA 02128
Tel: 617-412-3680, TDD: 617-973-7306
www.mass.gov/massdot

B. General.

1. These Grant Assurances shall be complied with in the performance of the obligations imposed upon the Airport Commission, the Town and its respective successors pursuant to the Grant.

2. Upon acceptance of the Grant by the Airport Commission and the execution of the Grant by the Airport Commission, the Town and the Aeronautics Division, these Grant Assurances shall be incorporated in and become a part of the Grant without further reference.

C. Duration.

1. The terms and conditions of these Grant Assurances shall take full force and effect on the date the Grant is executed by the Aeronautics Division and shall remain in full force and effect for twenty (20) years from the date of the receipt of funds for this Project by the Airport Commission or from the Aeronautics Division, whichever occurs later.

D. Certifications by the Airport Commission

1. The Airport Commission hereby assures and certifies that it will comply with:

    a. all applicable federal, state and local laws, regulations, executive orders, policies, guidelines, and requirements as they relate to the acceptance, application, and use of state funds for this Project; and

    b. all applicable federal, state and local laws, regulations, executive orders, policies, guidelines, and requirements as they relate to the custody, care, management and operation of the Airport.

2. The Airport Commission hereby assures and certifies that:

    a. oversight of the Airport is exclusively held by the Airport Commission and that the Airport Commission has sole custody and control of the Airport pursuant to Chapter 90, Section 51 E of the General Laws;

    b. the state funds from previous grants from the Aeronautics Division, and the physical assets they produced, were sought by the Airport Commission on the basis that they would ensure the continued fiscal and operational stability of the Airport;

    c. the state funds from this Grant, and the physical assets they will produce, are sought by the Airport Commission on the basis that they will ensure the continued fiscal and operational stability of the Airport;

d. the Airport Commission has the legal authority to apply for, accept, and be bound by this Grant and the understandings and assurances contained therein;

e. the Airport Commission has the legal authority to oversee the performance of all of the obligations imposed upon the Airport Commission and the Town by this Grant;

f. the Airport Commission, with the acceptance of this Grant, has sufficient state and local funds to finance and carry out this Project;

g. the Airport Commission shall submit within thirty (30) days of the date the Aeronautics Division executes this Grant a finance plan with details as to the total cost to design and construct the subject project and the sources and amounts of funds the Airport Commission has available to it to pay those costs;

h. the Airport Commission shall not take any action which would deprive the Airport Commission of, or otherwise diminish, any of the rights, privileges, responsibilities or powers of the Airport Commission as are necessary to exercise the custody, care and management of the Airport or to perform the terms, conditions, and assurances in this Grant, previous grants and future grants from the Aeronautics Division without the prior written approval of the Aeronautics Division. The Airport Commission will act promptly to acquire, extinguish or modify any outstanding rights or claims of rights of others which would interfere with such performance by the Airport Commission;

i. the Airport Commission shall not sell, encumber, other than leasing, or otherwise transfer or dispose of the title to or interests in the physical assets and real property located at the Airport without the prior approval of the Aeronautics Division, which shall not be unduly withheld;

j. the Airport Commission shall not eliminate all or any portion of the physical assets and real property previously purchased through a Aeronautics Division grant, located at the Airport without the prior approval of the Aeronautics Division, which shall not be unduly withheld; and

k. the Airport Commission has authorized the Chair of the Airport Commission to execute the Grants and the Grant Assurances on behalf of the Airport Commission and has attached hereto a copy of the Airport Commission meeting minutes, certified by the Secretary of the Airport Commission to be a true copy of said minutes, documenting such authorization.

E. Certification of the Chair of the Board of Selectmen of Nantucket.

1. Notwithstanding any powers that may be granted to the Board of Selectmen of Nantucket the Town agrees not to attempt to reorganize the Airport Commission, or in

any way to interfere with the autonomy and authority of the Airport Commission as created under Chapter 90, Section 51E of the General Laws, without the express approval of the Aeronautics Division.

2. The Town assures and certifies that it will take no actions that would interfere with the Airport Commission's ability to comply with:

    a. all applicable federal, state and local laws, regulations, executive orders, policies, guidelines, and requirements as they relate to the acceptance, application, and use of state funds for this Project; and

    b. all applicable federal, state and local laws, regulations, executive orders, policies, guidelines, and requirements as they relate to the custody, care, management and operation of the Airport.

3. The Town hereby assures, certifies and acknowledges that:

    a. notwithstanding any powers, authority of responsibility that may be granted to the Town, it agrees not to interfere unlawfully with the powers, authority and responsibilities granted to the Airport Commission by Chapter 90, Section 51 E of the General Laws; provided, however, that this provision shall not preclude the establishment of a management agreement or agreements between the Airport Commission and the Town to contract for services, resources and skills of the Town offices or any department of the Town; provided further that each such agreement shall not take effect until approved by the Aeronautics Division in writing;

    b. the state funds from the Grant, and the physical assets they will produce, are sought by the Airport Commission on the basis that they will ensure the continued fiscal and operational stability of the Airport;

    c. The Airport Commission has the legal authority to apply for and accept this Grant and the understandings and assurances contained therein;

    d. The Airport Commission has the legal authority to oversee the performance of all the obligations imposed upon the Airport Commission and the Town by this Grant; and

    e. the Airport Commission, with the acceptance of this Grant, has sufficient state and local funds to finance and carry out this Project.

4. The Town hereby assures and certifies that:

    a. the Town shall not take or permit any action which would dissolve the Airport Commission or deprive the Airport Commission of any of the rights, privileges,

responsibilities or powers of the Airport Commission as are necessary for it to exercise the custody, care and management of the Airport or to perform any or all of the terms, conditions, and assurances in the Grant, previous grants and future grants from the Aeronautics Division without the prior written approval of the Aeronautics Division, and the Town will act promptly to acquire, extinguish or modify any outstanding rights or claims of rights of others which would interfere with such performance by the Airport Commission;

b. the Town shall not take any actions which would have the effect of modifying or terminating any of the obligations and responsibilities imposed upon and accepted by the Airport Commission pursuant to this Grant without the prior written approval of the Aeronautics Division; and

c. the Town shall not take any action which would have the effect of altering, modifying, expanding, or eliminating all or any portion of the physical assets and real property located at the Airport without the prior written approval of the Aeronautics Division.

5. The Board of Selectmen hereby assures and certifies that it has authorized their Chair to execute these Grant Assurances on behalf of the Town and has attached hereto a copy of the meeting minutes, certified by the Secretary to be a true copy of said minutes, documenting such authorization.

F. Accounting System, Audit and Record Keeping Requirements.

1. The Airport Commission hereby covenants and agrees to:

a. deposit all funds received for this Project into an Airport Commission segregated account and to disburse said funds solely for the purposes for which they were paid;

b. keep all Project accounts and records which fully disclose: i) the total cost of the Project. ii) the amount and disposition by the Airport Commission of the proceeds of all grants and other funds received by the Airport Commission for this Project. iii) the amount and nature of the funds supplied by each source for this Project. and, iv) such other financial records as are pertinent to the Project;

c. keep all Project accounts and records in accordance with an accounting system that will facilitate an effective financial audit of the Project; and

d. upon request, make available to the Aeronautics Division or its designated representative for the purpose of audit and examination, any books, documents, papers, and records of the Airport Commission or Town that is pertinent to the Project.

G. Conformity to Plans, Specifications and Aeronautics Division Approvals.

1. The Airport Commission shall execute the Project subject to the plans, specifications, budgets and schedules reviewed and approved by the Aeronautics Division and such other guidance as the Aeronautics Division deems appropriate. All modifications to the approved plans, specifications, budgets and schedules shall also be subject to the review and approval of the Aeronautics Division.

2. The Airport Commission shall provide and maintain competent technical and administrative supervision throughout the duration of the Project to ensure the Project is completed in accordance with the terms of the Grant, these Assurances, the approved plans, specifications, budgets and schedules.

H. Airport Operation and Maintenance.

1. The Airport Commission shall operate the Airport for:

    a. the aeronautical benefit of the public using the Airport;

    b. the uses intended by the Aeronautics Division in the approval of the Airport Certificate;

    c. the uses intended by the Aeronautics Division in the award of this funding grant; and

    d. such non-aeronautical uses as are explicitly approved in writing by the FAA and the Aeronautics Division.

2. The Airport Commission shall suitably operate and maintain the Airport and all facilities located thereon or connected therewith with due regard to climatic and flood conditions. The Airport and all facilities which are necessary to serve the aeronautical users of the Airport, other than facilities owned and controlled by the United states, shall be operated at all times in a safe and serviceable condition and in accordance with the minimum standards as may be required or prescribed by federal or state agencies for airport maintenance and operation.

3. Except as provided for in Section I (5) below, the Airport Commission shall not cease to operate, abandon, or dispose of the Airport, or any part thereof, without the prior written consent of the Aeronautics Division.

4. The Airport Commission or the Board of Selectmen of the Town shall not close the Airport or restrict the use of the Airport or any of the facilities located thereon or connected therewith without the prior written permission of the Aeronautics Division.

5. The Airport Commission, the Airport Manager or, in the absence of the Airport Manager, the Assistant Airport Manager, may suspend the operation of the Airport for aeronautical use only during temporary periods when a climatic condition or other condition identified as a reason for suspension of airport operations in applicable federal or state aeronautical laws, rules, regulations, advisories, or orders, interferes with the safe operation and maintenance of the Airport. The Airport Commission, the Airport Manager or, in the absence of the Airport Manager, the Assistant Airport Manager, shall comply with all applicable federal or state aeronautical laws, rules, regulations, advisories, or orders governing said suspension of operations.

6. The obligation to operate the Airport as prescribed above shall run for twenty (20) years from the date of the receipt of funds for this Project by the Airport Commission from the Aeronautics Division.

I. Compatible Land Use.

1. The Airport Commission and the Town shall take appropriate action to the extent reasonable, to restrict the use of land adjacent to or in the immediate vicinity of the Airport to activities and purposes compatible with normal airport operations, including landing and takeoff of aircraft.

J. Economic Nondiscrimination.

1. The Airport Commission and the Board of Selectmen of the Town shall make the Airport available as an airport for public use on fair and reasonable terms and without unjust discrimination, to all types, kinds and classes of aeronautical use.

2. Every agreement, contract, lease or other arrangement under which a right or a privilege is granted to any person, firm, or corporation to conduct or engage in any activity at the Airport, shall require such person, firm, or corporation to conduct or engage in their respective activity(ies) in a fair, reasonable and not unjustly discriminatory manner.

3. Each person, firm, or corporation operating at the Airport shall be subject to the same rates, fees, rentals and other charges as are uniformly applicable to all other persons, firms, or corporations making the same or similar uses of the Airport and utilizing the same or similar facilities.

4. The Airport Commission and Board of Selectmen of the Town shall not exercise or grant any exclusive right or privilege which operates to prevent any person, firm or corporation from providing the same or similar service at the Airport.

5. Subject to the prior written approval of the Aeronautics Division, the Airport Commission may prohibit or limit any given type, kind or class of aeronautical use of the Airport if

such action is necessary for the safe operation of the Airport or necessary to serve the civil aviation needs of the public.

6. The Airport Commission shall establish such fair, equal and not unjustly discriminatory conditions to be met by all users of the Airport as may be necessary for the safe and efficient operation of the Airport.

K. Airport Revenues.

1. The Airport Commission shall maintain a fee and rental structure for all Airport property, facilities and services. Said fee and rental structure shall be constructed so as to make the Airport as self-sustaining as possible under the circumstances existing at the Airport. A copy of said fee and rental structure and any future amendments thereto shall be provided to the Aeronautics Division, upon request.

2. All revenues generated at the Airport and payable to the Airport Commission plus any local taxes on aircraft fuel established after December 30, 1987, shall be deposited in an Airport Commission segregated account and expended by the Airport Commission for the capital or operating costs of the Airport.

L. Reports and Inspections.

1. The Airport Commission shall, upon reasonable request:

   a. submit to the Aeronautics Division such annual or special financial and operations reports to the Aeronautics Division;

   b. make available to the public at reasonable times and places a report of the airport budget in a format satisfactory to the Aeronautics Division;

   c. make all Airport and Airport Commission records and documents affecting the Airport, including deeds, leases, operation and use agreements, regulations, and other instruments, available for inspection by any duly authorized agent of the Aeronautics Division; and

   d. in a format prescribed by the Aeronautics Division, provide to the Aeronautics Division and make available to the public, not later than one hundred and twenty (120) days following each of its fiscal years, an annual report listing in detail:

      i. all amounts paid by the Airport to any other unit of government and the purposes for which each such payment was made; and
      ii. all service and property provided by the Airport to other units of government and the amount of compensation received for providing each such service and property.

M. Airport Layout Plan.

1. The Airport Commission shall maintain an up-to-date Airport Layout Plan (ALP) of the Airport which shall show:

    a. the boundaries of the Airport and all proposed additions thereto or deletions therefrom, together with the boundaries of all offsite areas owned or controlled by the Airport Commission for Airport purposes and any proposed additions thereto or deletions therefrom;

    b. the location and nature of all existing and proposed Airport facilities and structures (such as runways, taxiways, aprons, terminal buildings, hangars, other buildings and structures, and roads) including all proposed extensions and reductions of existing airport facilities; and

    c. the location and nature of all existing and proposed non-aviation areas at the Airport and of all existing or proposed improvements located thereon.

2. The ALP, and each amendment, revision or modification thereof, shall be subject to the approval of the Aeronautics Division, which approval shall be evidenced by the signature of a duly authorized representative of the Aeronautics Division on the face of the ALP.

3. The Airport Commission and/or Board of Selectmen shall not make or permit any changes or alterations in the Airport or any of the facilities at the Airport thereby causing non-conformity with the ALP as approved by the Aeronautics Division and which might, in the opinion of the Aeronautics Division, adversely affect the safety, utility or efficiency of the Airport. If a change or alteration of the Airport or the facilities is made which the Aeronautics Division subsequently determines adversely affects the safety, utility or efficiency of the Airport, the Airport Commission and the Board of Selectmen shall, if requested by the Aeronautics Division:

    a. eliminate such adverse effect in a manner approved by the Aeronautics Division; or,

    b. bear all costs of relocating such property (or replacement thereof) to the level of safety, utility, efficiency and cost of operation existing prior to the unapproved change in the Airport or its facilities.

N. Civil Rights.

1. The Owner and their respective agents, employees and representatives, shall comply with applicable federal, state, and local laws, regulations, rules and orders to assure that no person shall, based on race, color, age, gender, ethnicity, sexual orientation, gender identity or expression, religion, creed, ancestry, national origin, disability, veteran's status (including

Vietnam-Era Veterans), be excluded from participating in any activity conducted with or benefiting from funds received from this Grant.

O. Disposal of Land and Airport Facilities.

1. The Airport Commission and Board of Selectmen shall not sell or otherwise transfer or dispose of the title to or interests in the Airport, its facilities, real property or personal property without the prior approval of the Aeronautics Division, which will not be unduly withheld.

P. Foreign Market Restrictions.

1. The Airport Commission and Board of Selectmen shall not allow funds provided under this Grant to be used to fund any project which uses any product or service of a foreign country during the period in which such foreign country is listed by the United States Trade representative as denying fair and equitable market opportunities for products and suppliers of the United States in procurement and construction.

Q. Future Grants.

1. This Grant is being awarded in the expectation that the Airport Commission will complete the scope of work associated with this Project.

2. The Airport Commission and Board of Selectmen (collectively referred to here as "the local entities") and the Aeronautics Division jointly and severally acknowledge and agree that this Grant is awarded and accepted on the explicit understanding that this Grant and any future grant or grants, anticipated to fund further development of the Airport will have included in its (their) terms a guarantee by the local entities that no part of the assets or income of the Airport, whether presently existing or to be created pursuant to these grants, will be diverted to non-airport uses without the express prior written approval of the Aeronautics Division, the granting of such approval being universally recognized to be considered as highly unlikely.

R. Successors.

1. This Grant, as amended by these Assurances, shall be binding upon and shall inure to the benefit of the successors of the parties hereto.

IN WITNESS WHEREOF, the Airport Commission and the Town of Nantucket certify that the information contained herein and attached hereto is accurate and complete and that we agree with the assurances herein, as represented by the signatures of the persons below:

Nantucket Airport Commission By: _____ Title: Chair Date: 6/11/24	I hereby certify that Arthur Gasbarro is the Chair of the Nantucket Airport Commission and was authorized to execute these Grant Assurances on behalf of the Nantucket Airport Commission by a vote taken on 6/11/24, a copy of which is attached and made a part hereof. Boyang Staykova-Nelson Reporting Secretary

Chair of the Board of Selectmen, Town of Nantucket By: _____ Date: _____	I hereby certify that _____ is the Chair of the Board of Selectmen for the Town of Nantucket and has been authorized to execute these Grant Assurances on behalf of the Town of Nantucket on this day_____, 20____. _____ Town Clerk, Town of Nantucket

MassDOT will provide funding for this project if there is funding available at the close of SFY 2024; there is no guarantee that we will be able to fund the project, and reimbursement will be based upon the availability of funds. If no funding is provided, these grant assurances will not be in force or effect.

Maura Healey, Governor
Kimberley Driscoll, Lieutenant Governor
Monica Tibbits-Nutt, Secretary & CEO
Jeffrey DeCarlo, Administrator

massDOT
Massachusetts Department of Transportation
Aeronautics Division

NOTICE OF AWARD

June 2, 2024

Arthur Gasbarro, Chair
Nantucket Memorial Airport
14 Airport Road
Nantucket, MA 02554

Re: MassDOT Aeronautics Division Grant Award Notification

Dear Arthur Gasbarro:

The Massachusetts Department of Transportation (MassDOT) Aeronautics Division is pleased to inform the airport, that Administrator, Dr. Jeffrey DeCarlo, and Deputy Administrator, Denise Garcia, has authorized the award of a state grant to your airport for the following project:

Date of Award:	*06/02/2024*
Project Name:	*Taxiway G - Reimbursable Agreement*
Project Number:	*AIP-No-3-25-0033-083-2023*
MMARS Number:	*76F33832023ACKTWYGRA*
Grant Amount:	*$7,410.06, scheduled as:* • *State Fiscal Year 2024: $7,410.06*
Grant Expiration Date:	*06/30/2024*

The state share of the project involves 5% of the total cost of the project. Standard Contracts will be sent via email at a later date. If SFY amount(s) shown above are incorrect or have changed after this project has been awarded, you must contact the Aeronautics Division no later than June 5, 2024.

Please be advised that this grant award is contingent on the airport's submittal of properly executed (1) contract documents (i.e. Standard Contracts) by June 6, 2024 and (2) grant assurances by July 31, 2023. Failure to timely submit properly executed contract documents and/or grant assurances to MassDOT may result in the forfeiture of the award and grant funding.

If you have any questions concerning this award, please do not hesitate to contact me at 857-368-6851.

Sincerely,

Owen K. Silbaugh, Jr.

Owen K. Silbaugh, Jr., PE, PMP
Chief Engineer and Director of Airport Engineering

cc: Airport

Maura Healey, Governor
Kimberley Driscoll, Lieutenant Governor
Monica Tibbits-Nutt, Secretary & CEO
Jeffrey DeCarlo, Administrator

massDOT
Massachusetts Department of Transportation
Aeronautics Division

GRANT ASSURANCES

Nantucket Memorial Airport

Taxiway G - Reimbursable Agreement
Project Number: AIP No. 3-25-0033-083-2023
MMARS Number: 76F33832023ACKTWYGRA
Project Authorization Date: 06/02/2024

A. Definitions.

1. "Aeronautics Division" shall mean the Massachusetts Department of Transportation (MassDOT) Aeronautics Division.

2. "Airport" shall mean the Nantucket Memorial Airport and all appurtenant areas and facilities which are used, or intended for use, for airport buildings, airport facilities, or rights-of-way, together with all buildings and facilities located thereon.

3. "Airport Commission" shall mean the Nantucket Airport Commission with members appointed by the Board of Selectmen, as appropriate pursuant to Section 51 E of Chapter 90 of the General Laws.

4. "Town" shall mean the Town of Nantucket.

5. "FAA" shall mean the Federal Aviation Administration.

6. "Grant" shall mean the Grant referenced above, including the Grant Application, finance plan, and related materials supplied by the Applicant and on which the Aeronautics Division relies in awarding the Grant, all as amended by these Grant Assurances.

7. "Grant Assurances" shall mean the assurances and certifications contained herein and made by the Airport Commission for the purpose of securing the Aeronautics Division's approval and award of the Grant.

8. "Program" shall mean the investigation and analysis, engineering, consulting, planning, design and construction of the subject project.

9. "Project" shall mean the project referenced above by project title and project number and related work included as additional efforts in the Program at the sole discretion of the Aeronautics Division.

10. The project will be conducted upon Airport property as well as outside the Airport boundaries with funding from the Airport Commission, FAA, and the Aeronautics Division.

B. General.

1. These Grant Assurances shall be complied with in the performance of the obligations imposed upon the Airport Commission, the Town and its respective successors pursuant to the Grant.

2. Upon acceptance of the Grant by the Airport Commission and the execution of the Grant by the Airport Commission, the Town and the Aeronautics Division, these Grant Assurances shall be incorporated in and become a part of the Grant without further reference.

C. Duration.

1. The terms and conditions of these Grant Assurances shall take full force and effect on the date the Grant is executed by the Aeronautics Division and shall remain in full force and effect for twenty (20) years from the date of the receipt of funds for this Project by the Airport Commission or from the Aeronautics Division, whichever occurs later.

D. Certifications by the Airport Commission

1. The Airport Commission hereby assures and certifies that it will comply with:

    a. all applicable federal, state and local laws, regulations, executive orders, policies, guidelines, and requirements as they relate to the acceptance, application, and use of state funds for this Project; and

    b. all applicable federal, state and local laws, regulations, executive orders, policies, guidelines, and requirements as they relate to the custody, care, management and operation of the Airport.

2. The Airport Commission hereby assures and certifies that:

    a. oversight of the Airport is exclusively held by the Airport Commission and that the Airport Commission has sole custody and control of the Airport pursuant to Chapter 90, Section 51 E of the General Laws;

    b. the state funds from previous grants from the Aeronautics Division, and the physical assets they produced, were sought by the Airport Commission on the basis that they would ensure the continued fiscal and operational stability of the Airport;

    c. the state funds from this Grant, and the physical assets they will produce, are sought by the Airport Commission on the basis that they will ensure the continued fiscal and operational stability of the Airport;

d. the Airport Commission has the legal authority to apply for, accept, and be bound by this Grant and the understandings and assurances contained therein;

e. the Airport Commission has the legal authority to oversee the performance of all of the obligations imposed upon the Airport Commission and the Town by this Grant;

f. the Airport Commission, with the acceptance of this Grant, has sufficient state and local funds to finance and carry out this Project;

g. the Airport Commission shall submit within thirty (30) days of the date the Aeronautics Division executes this Grant a finance plan with details as to the total cost to design and construct the subject project and the sources and amounts of funds the Airport Commission has available to it to pay those costs;

h. the Airport Commission shall not take any action which would deprive the Airport Commission of, or otherwise diminish, any of the rights, privileges, responsibilities or powers of the Airport Commission as are necessary to exercise the custody, care and management of the Airport or to perform the terms, conditions, and assurances in this Grant, previous grants and future grants from the Aeronautics Division without the prior written approval of the Aeronautics Division. The Airport Commission will act promptly to acquire, extinguish or modify any outstanding rights or claims of rights of others which would interfere with such performance by the Airport Commission;

i. the Airport Commission shall not sell, encumber, other than leasing, or otherwise transfer or dispose of the title to or interests in the physical assets and real property located at the Airport without the prior approval of the Aeronautics Division, which shall not be unduly withheld;

j. the Airport Commission shall not eliminate all or any portion of the physical assets and real property previously purchased through a Aeronautics Division grant, located at the Airport without the prior approval of the Aeronautics Division, which shall not be unduly withheld; and

k. the Airport Commission has authorized the Chair of the Airport Commission to execute the Grants and the Grant Assurances on behalf of the Airport Commission and has attached hereto a copy of the Airport Commission meeting minutes, certified by the Secretary of the Airport Commission to be a true copy of said minutes, documenting such authorization.

E. Certification of the Chair of the Board of Selectmen of Nantucket.

1. Notwithstanding any powers that may be granted to the Board of Selectmen of Nantucket the Town agrees not to attempt to reorganize the Airport Commission, or in

any way to interfere with the autonomy and authority of the Airport Commission as created under Chapter 90, Section 51E of the General Laws, without the express approval of the Aeronautics Division.

2. The Town assures and certifies that it will take no actions that would interfere with the Airport Commission's ability to comply with:

    a. all applicable federal, state and local laws, regulations, executive orders, policies, guidelines, and requirements as they relate to the acceptance, application, and use of state funds for this Project; and

    b. all applicable federal, state and local laws, regulations, executive orders, policies, guidelines, and requirements as they relate to the custody, care, management and operation of the Airport.

3. The Town hereby assures, certifies and acknowledges that:

    a. notwithstanding any powers, authority of responsibility that may be granted to the Town, it agrees not to interfere unlawfully with the powers, authority and responsibilities granted to the Airport Commission by Chapter 90, Section 51 E of the General Laws; provided, however, that this provision shall not preclude the establishment of a management agreement or agreements between the Airport Commission and the Town to contract for services, resources and skills of the Town offices or any department of the Town; provided further that each such agreement shall not take effect until approved by the Aeronautics Division in writing;

    b. the state funds from the Grant, and the physical assets they will produce, are sought by the Airport Commission on the basis that they will ensure the continued fiscal and operational stability of the Airport;

    c. The Airport Commission has the legal authority to apply for and accept this Grant and the understandings and assurances contained therein;

    d. The Airport Commission has the legal authority to oversee the performance of all the obligations imposed upon the Airport Commission and the Town by this Grant; and

    e. the Airport Commission, with the acceptance of this Grant, has sufficient state and local funds to finance and carry out this Project.

4. The Town hereby assures and certifies that:

    a. the Town shall not take or permit any action which would dissolve the Airport Commission or deprive the Airport Commission of any of the rights, privileges,

responsibilities or powers of the Airport Commission as are necessary for it to exercise the custody, care and management of the Airport or to perform any or all of the terms, conditions, and assurances in the Grant, previous grants and future grants from the Aeronautics Division without the prior written approval of the Aeronautics Division, and the Town will act promptly to acquire, extinguish or modify any outstanding rights or claims of rights of others which would interfere with such performance by the Airport Commission;

b. the Town shall not take any actions which would have the effect of modifying or terminating any of the obligations and responsibilities imposed upon and accepted by the Airport Commission pursuant to this Grant without the prior written approval of the Aeronautics Division; and

c. the Town shall not take any action which would have the effect of altering, modifying, expanding, or eliminating all or any portion of the physical assets and real property located at the Airport without the prior written approval of the Aeronautics Division.

5. The Board of Selectmen hereby assures and certifies that it has authorized their Chair to execute these Grant Assurances on behalf of the Town and has attached hereto a copy of the meeting minutes, certified by the Secretary to be a true copy of said minutes, documenting such authorization.

F. Accounting System, Audit and Record Keeping Requirements.

1. The Airport Commission hereby covenants and agrees to:

a. deposit all funds received for this Project into an Airport Commission segregated account and to disburse said funds solely for the purposes for which they were paid;

b. keep all Project accounts and records which fully disclose: i) the total cost of the Project. ii) the amount and disposition by the Airport Commission of the proceeds of all grants and other funds received by the Airport Commission for this Project. iii) the amount and nature of the funds supplied by each source for this Project. and, iv) such other financial records as are pertinent to the Project;

c. keep all Project accounts and records in accordance with an accounting system that will facilitate an effective financial audit of the Project; and

d. upon request, make available to the Aeronautics Division or its designated representative for the purpose of audit and examination, any books, documents, papers, and records of the Airport Commission or Town that is pertinent to the Project.

G. Conformity to Plans, Specifications and Aeronautics Division Approvals.

1. The Airport Commission shall execute the Project subject to the plans, specifications, budgets and schedules reviewed and approved by the Aeronautics Division and such other guidance as the Aeronautics Division deems appropriate. All modifications to the approved plans, specifications, budgets and schedules shall also be subject to the review and approval of the Aeronautics Division.

2. The Airport Commission shall provide and maintain competent technical and administrative supervision throughout the duration of the Project to ensure the Project is completed in accordance with the terms of the Grant, these Assurances, the approved plans, specifications, budgets and schedules.

H. Airport Operation and Maintenance.

1. The Airport Commission shall operate the Airport for:

    a. the aeronautical benefit of the public using the Airport;

    b. the uses intended by the Aeronautics Division in the approval of the Airport Certificate;

    c. the uses intended by the Aeronautics Division in the award of this funding grant; and

    d. such non-aeronautical uses as are explicitly approved in writing by the FAA and the Aeronautics Division.

2. The Airport Commission shall suitably operate and maintain the Airport and all facilities located thereon or connected therewith with due regard to climatic and flood conditions. The Airport and all facilities which are necessary to serve the aeronautical users of the Airport, other than facilities owned and controlled by the United states, shall be operated at all times in a safe and serviceable condition and in accordance with the minimum standards as may be required or prescribed by federal or state agencies for airport maintenance and operation.

3. Except as provided for in Section I (5) below, the Airport Commission shall not cease to operate, abandon, or dispose of the Airport, or any part thereof, without the prior written consent of the Aeronautics Division.

4. The Airport Commission or the Board of Selectmen of the Town shall not close the Airport or restrict the use of the Airport or any of the facilities located thereon or connected therewith without the prior written permission of the Aeronautics Division.

5. The Airport Commission, the Airport Manager or, in the absence of the Airport Manager, the Assistant Airport Manager, may suspend the operation of the Airport for aeronautical use only during temporary periods when a climatic condition or other condition identified as a reason for suspension of airport operations in applicable federal or state aeronautical laws, rules, regulations, advisories, or orders, interferes with the safe operation and maintenance of the Airport. The Airport Commission, the Airport Manager or, in the absence of the Airport Manager, the Assistant Airport Manager, shall comply with all applicable federal or state aeronautical laws, rules, regulations, advisories, or orders governing said suspension of operations.

6. The obligation to operate the Airport as prescribed above shall run for twenty (20) years from the date of the receipt of funds for this Project by the Airport Commission from the Aeronautics Division.

I. Compatible Land Use.

1. The Airport Commission and the Town shall take appropriate action to the extent reasonable, to restrict the use of land adjacent to or in the immediate vicinity of the Airport to activities and purposes compatible with normal airport operations, including landing and takeoff of aircraft.

J. Economic Nondiscrimination.

1. The Airport Commission and the Board of Selectmen of the Town shall make the Airport available as an airport for public use on fair and reasonable terms and without unjust discrimination, to all types, kinds and classes of aeronautical use.

2. Every agreement, contract, lease or other arrangement under which a right or a privilege is granted to any person, firm, or corporation to conduct or engage in any activity at the Airport, shall require such person, firm, or corporation to conduct or engage in their respective activity(ies) in a fair, reasonable and not unjustly discriminatory manner.

3. Each person, firm, or corporation operating at the Airport shall be subject to the same rates, fees, rentals and other charges as are uniformly applicable to all other persons, firms, or corporations making the same or similar uses of the Airport and utilizing the same or similar facilities.

4. The Airport Commission and Board of Selectmen of the Town shall not exercise or grant any exclusive right or privilege which operates to prevent any person, firm or corporation from providing the same or similar service at the Airport.

5. Subject to the prior written approval of the Aeronautics Division, the Airport Commission may prohibit or limit any given type, kind or class of aeronautical use of the Airport if

such action is necessary for the safe operation of the Airport or necessary to serve the civil aviation needs of the public.

6. The Airport Commission shall establish such fair, equal and not unjustly discriminatory conditions to be met by all users of the Airport as may be necessary for the safe and efficient operation of the Airport.

K. Airport Revenues.

1. The Airport Commission shall maintain a fee and rental structure for all Airport property, facilities and services. Said fee and rental structure shall be constructed so as to make the Airport as self-sustaining as possible under the circumstances existing at the Airport. A copy of said fee and rental structure and any future amendments thereto shall be provided to the Aeronautics Division, upon request.

2. All revenues generated at the Airport and payable to the Airport Commission plus any local taxes on aircraft fuel established after December 30, 1987, shall be deposited in an Airport Commission segregated account and expended by the Airport Commission for the capital or operating costs of the Airport.

L. Reports and Inspections.

1. The Airport Commission shall, upon reasonable request:

   a. submit to the Aeronautics Division such annual or special financial and operations reports to the Aeronautics Division;

   b. make available to the public at reasonable times and places a report of the airport budget in a format satisfactory to the Aeronautics Division;

   c. make all Airport and Airport Commission records and documents affecting the Airport, including deeds, leases, operation and use agreements, regulations, and other instruments, available for inspection by any duly authorized agent of the Aeronautics Division; and

   d. in a format prescribed by the Aeronautics Division, provide to the Aeronautics Division and make available to the public, not later than one hundred and twenty (120) days following each of its fiscal years, an annual report listing in detail:

      i. all amounts paid by the Airport to any other unit of government and the purposes for which each such payment was made; and
      ii. all service and property provided by the Airport to other units of government and the amount of compensation received for providing each such service and property.

M. Airport Layout Plan.

1. The Airport Commission shall maintain an up-to-date Airport Layout Plan (ALP) of the Airport which shall show:

    a. the boundaries of the Airport and all proposed additions thereto or deletions therefrom, together with the boundaries of all offsite areas owned or controlled by the Airport Commission for Airport purposes and any proposed additions thereto or deletions therefrom;

    b. the location and nature of all existing and proposed Airport facilities and structures (such as runways, taxiways, aprons, terminal buildings, hangars, other buildings and structures, and roads) including all proposed extensions and reductions of existing airport facilities; and

    c. the location and nature of all existing and proposed non-aviation areas at the Airport and of all existing or proposed improvements located thereon.

2. The ALP, and each amendment, revision or modification thereof, shall be subject to the approval of the Aeronautics Division, which approval shall be evidenced by the signature of a duly authorized representative of the Aeronautics Division on the face of the ALP.

3. The Airport Commission and/or Board of Selectmen shall not make or permit any changes or alterations in the Airport or any of the facilities at the Airport thereby causing non-conformity with the ALP as approved by the Aeronautics Division and which might, in the opinion of the Aeronautics Division, adversely affect the safety, utility or efficiency of the Airport. If a change or alteration of the Airport or the facilities is made which the Aeronautics Division subsequently determines adversely affects the safety, utility or efficiency of the Airport, the Airport Commission and the Board of Selectmen shall, if requested by the Aeronautics Division:

    a. eliminate such adverse effect in a manner approved by the Aeronautics Division; or,

    b. bear all costs of relocating such property (or replacement thereof) to the level of safety, utility, efficiency and cost of operation existing prior to the unapproved change in the Airport or its facilities.

N. Civil Rights.

1. The Owner and their respective agents, employees and representatives, shall comply with applicable federal, state, and local laws, regulations, rules and orders to assure that no person shall, based on race, color, age, gender, ethnicity, sexual orientation, gender identity or expression, religion, creed, ancestry, national origin, disability, veteran's status (including

Vietnam-Era Veterans), be excluded from participating in any activity conducted with or benefiting from funds received from this Grant.

O. Disposal of Land and Airport Facilities.

1. The Airport Commission and Board of Selectmen shall not sell or otherwise transfer or dispose of the title to or interests in the Airport, its facilities, real property or personal property without the prior approval of the Aeronautics Division, which will not be unduly withheld.

P. Foreign Market Restrictions.

1. The Airport Commission and Board of Selectmen shall not allow funds provided under this Grant to be used to fund any project which uses any product or service of a foreign country during the period in which such foreign country is listed by the United States Trade representative as denying fair and equitable market opportunities for products and suppliers of the United States in procurement and construction.

Q. Future Grants.

1. This Grant is being awarded in the expectation that the Airport Commission will complete the scope of work associated with this Project.

2. The Airport Commission and Board of Selectmen (collectively referred to here as "the local entities") and the Aeronautics Division jointly and severally acknowledge and agree that this Grant is awarded and accepted on the explicit understanding that this Grant and any future grant or grants, anticipated to fund further development of the Airport will have included in its (their) terms a guarantee by the local entities that no part of the assets or income of the Airport, whether presently existing or to be created pursuant to these grants, will be diverted to non-airport uses without the express prior written approval of the Aeronautics Division, the granting of such approval being universally recognized to be considered as highly unlikely.

R. Successors.

1. This Grant, as amended by these Assurances, shall be binding upon and shall inure to the benefit of the successors of the parties hereto.

IN WITNESS WHEREOF, the Airport Commission and the Town of Nantucket certify that the information contained herein and attached hereto is accurate and complete and that we agree with the assurances herein, as represented by the signatures of the persons below:

Nantucket Airport Commission By: _____ Title: Chair Date: 6/11/24	I hereby certify that Arthur Gasbarro is the Chair of the Nantucket Airport Commission and was authorized to execute these Grant Assurances on behalf of the Nantucket Airport Commission by a vote taken on 6/11/24, a copy of which is attached and made a part hereof. Boyana Stoykova-Nelson Reporting Secretary

Chair of the Board of Selectmen, Town of Nantucket By: _____ Date: _____	I hereby certify that _____ is the Chair of the Board of Selectmen for the Town of Nantucket and has been authorized to execute these Grant Assurances on behalf of the Town of Nantucket on this day_____, 20____. _____ Town Clerk, Town of Nantucket

Charles D. Baker, Governor
Karyn E. Polito, Lieutenant Governor
Jamey Tesler, Secretary & CEO
Jeffrey DeCarlo, Administrator

massDOT Massachusetts Department of Transportation Aeronautics Division

Application for Assistance

MassDOT Aeronautics Division Form AD1 (Last Modified: March 2, 2022)

1. DATE SUBMITTED: November 18, 2022`	AIRPORT: Nantucket Memorial Airport
☒ APPLICATION ☒ CONSTRUCTION	CITY:
☐ PRE-APPLICATION ☐ PLANNING	☒ PUBLIC ☐ PRIVATE
MASSACHUSETTS AIRPORT SYSTEM PLAN (MASP) AIRPORT RANKING: Commercial Service	
AIRPORT CONSULTANT: McFarland-Johnson, Inc.	
CONGRESSIONAL DISTRICT: MA-09	

2. PROJECT TITLE: Reimbursable Agreement for FAA Support for Impacts to REIL and Fiber from Taxiway G Improvement Project

PROJECT DESCRIPTION:

Reimbursable Agreement for FAA Support for Impacts to REIL and Fiber from the project to Shift Taxiway G to provide standard taxiway-taxiway separation, Sign and Mark Taxilane F, and Sign and Mark Taxiway C at the Nantucket Memorial Airport (ACK).

PROJECT JUSTIFICATION:

The proposed project creates the following benefits for the airport:

A. Compliance separation standards between Taxiways G and E.
B. Continuous taxi route servicing aircraft utilizing the ramp will improve safety.
C. Eliminate dual use pavement on the decommission Runway 12-30 which enhances safety.

3. PROJECT COST BREAKDOWN:

	AIP ELIGIBLE	ASMP ELIGIBLE	INELIGIBLE	TOTAL
CONSULTANT				
CONSTRUCTION				
EQUIPMENT				
OTHER COSTS	$148,201.12		$1.34	$148,202.46
ADMINISTRATION				
TOTAL PROJECT COST	$148,201.12		$1.34	$148,202.46

4. PROJECT FUNDING BREAKDOWN:

	AIP ELIGIBLE	ASMP ELIGIBLE	INELIGIBLE	TOTAL
FAA SHARE	$133,381.00			$133,381.00
STATE SHARE	$7,410.06			$7,410.06
LOCAL SHARE	$7,410.06		$1.34	$7,411.40
TOTAL PROJECT COST	$148,201.12		$1.34	$148,202.46

5. PROJECT SCHEDULE:	
START DATE: 07/27/2022	COMPLETION DATE: 11/04/2022

6. PROJECT COST EXPENDITURE SCHEDULE:						
CALENDAR YEAR	FISCAL YEAR	FISCAL QUARTER[1]	FAA SHARE	STATE SHARE	LOCAL SHARE	TOTAL
2022	2023	1	$133,381.00	$7,410.06	$7,411.40	$148,202.46

7. OTHER INFORMATION:	YES	NO	N/A
IS PROJECT REFLECTED IN STATE CAPITAL IMPROVEMENT PROGRAM (CIP)?	☒	☐	☐
IS PROJECT REFLECTED IN FEDERAL CAPITAL IMPROVEMENT PROGRAM (CIP)?	☒	☐	☐
IS PROJECT REFLECTED IN AIRPORT MASTER PLAN (AMP)?	☒	☐	☐
IS PROJECT REFLECTED IN AIRPORT LAYOUT PLAN (ALP)?	☒	☐	☐
DOES PROJECT CORRECT INSPECTION DEFICIENCY?	☒	☐	☐

8. SPONSOR CERTIFICATIONS:	YES	NO	N/A
1. SPONSOR ~~WILL COMPLY/~~HAS COMPLIED WITH THE MASSACHUSETTS GENERAL LAWS FOR THE PROCUREMENT OF THE PROJECT.	☒	☐	☐
2. SPONSOR ~~WILL OBTAIN/~~HAS OBTAINED ALL ENVIRONMENTAL PERMITS FOR THE PROJECT.	☒	☐	☐
3. SPONSOR ~~WILL MEET/~~HAS MET DBE[2] ~~OR M/WBE~~[3] REQUIREMENTS FOR THE PROJECT. ENTER ANTICIPATED % DBE[2] ~~or M/WBE~~[3] PARTICIPATION: 3.26%	☒	☐	☐
4. SPONSOR ~~WILL ASSURE/~~HAS ASSURED THAT ALL NECESSARY SAFETY PRECAUTIONS HAVE BEEN TAKEN ~~FOR CONSTRUCTION~~ ON THE AIRPORT.	☒	☐	☐
5. SPONSOR ~~WILL NOTIFY/~~HAS NOTIFIED ALL AIRPORT USERS OF PROPOSED PROJECT.	☒	☐	☐
6. SPONSOR ~~WILL HAVE/~~DOES HAVE AVAILABLE FUNDS FOR LOCAL SHARE OF PROJECT.	☒	☐	☐

9. TITLE:	NAME & SIGNATURE:	DATE:
AIRPORT CONSULTANT Richard Lasdin, P.E.	Richard Lasdin	12/09/2022
AIRPORT MANAGER Thomas Rafter	Thomas Rafter	12/16/22
AIRPORT COMMISSION CHAIRMAN Arthur Gasbarro	Arthur Gasbarro	12/14/22
MASSDOT – AERONAUTICS DIVISION DIRECTOR OF AVIATION PLANNING		
MASSDOT – AERONAUTICS DIVISION DIRECTOR OF AIRPORT ENGINEERING		
MASSDOT – AERONAUTICS DIVISION ADMINISTRATOR		

10. MASSDOT – AERONAUTICS DIVISION COMMENTS:

[1] – Q1 = July to September | Q2 = October to December | Q3 = January to March | Q4 = April to June
[2] – DBE Goal is used for projects with any amount of federal participation; cross out M/WBE.
[3] – M/WBE Goal is used for projects with no federal participation; cross out DBE.

Agreement Number
AJW-FN-ESA-22-NE-005156

NON-FEDERAL REIMBURSABLE AGREEMENT

BETWEEN

DEPARTMENT OF TRANSPORTATION
FEDERAL AVIATION ADMINISTRATION

AND

TOWN OF NANTUCKET
NANTUCKET MEMORIAL AIRPORT (ACK)
NANTUCKET, MASSACHUSETTS

WHEREAS, the Federal Aviation Administration (FAA) can furnish directly or by contract, material, supplies, equipment, and services which the Town of Nantucket (Sponsor) requires, has funds available for, and has determined should be obtained from the FAA;

WHEREAS, it has been determined that competition with the private sector for provision of such material, supplies, equipment, and services is minimal; the proposed activity will advance the FAA's mission; and the FAA has a unique capability that will be of benefit to the Sponsor while helping to advance the FAA's mission;

NOW THEREFORE, the FAA and the Sponsor mutually agree as follows:

ARTICLE 1. Parties

The Parties to this Agreement are the FAA and the Town of Nantucket.

ARTICLE 2. Type of Agreement

This Agreement is an "other transaction" authorized under 49 U.S.C. § 106(l)(6). It is not intended to be, nor will it be construed as, a partnership, corporation, joint venture or other business organization.

ARTICLE 3. Scope

A. The purpose of this Agreement between the FAA and the Sponsor is to provide FAA support for the Sponsor's Taxiway G improvement project. This project requires the relocation of the Runway 15 REIL and impacts FAA fiber cabling. The FAA will provide design review, construction & installation oversight and flight check services. This Agreement provides funding for the FAA to establish these services. Therefore, this Agreement is titled:

Reimbursable Agreement for FAA Support for Impacts to REIL and Fiber from Sponsor's Taxiway G Improvement Project at Nantucket Memorial Airport (ACK), Nantucket, MA

B. The FAA will perform the following activities:

1. Provide all available site-specific facility reference drawings. Provide FAA Computer-Aided Engineering Graphic (CAEG) Drawing Standards package to assist design firms with standards compliance. This package will include example drawings, map files, symbol libraries and related documentation.

2. Notify FAA Real Estate of the location change and update as necessary.

3. Attend pre-construction and project kick-off meetings with the Sponsor.

4. Provide a resident engineer (RE) and/or project engineer during construction and installation phases. The RE will arrive on-site a week before the start of work (for security clearances and pre-construction meeting) on FAA facilities until all construction punch-list items are cleared. The RE will have no contractual relationship with the Project Sponsor's contractor. The RE will submit weekly reports documenting construction progress and be responsible for promptly identifying pertinent issues (such as lack of progress, safety/quality problems, etc) to the Project Sponsor.

5. Provide, at no cost to Sponsor, the following Government Furnished Equipment as a REIL Target of Opportunity (TOO) for installation by the Sponsor.

a.	DME REIL SYSTEM (Type Number FA-19900)	SY	1
b.	CONTROL CABINET REILS (G1-62-3001-001)	EA	1
c.	ASSEMBLY, IUA (G1-58-1000-002)	EA	2
d.	AIMING DEVICE, REIL (G1-62-1200-001)	EA	1
e.	REIL SITE SPARES	TS	1

6. Participate in the Contractor Acceptance Inspection (CAI) with the Sponsor and the Sponsor's construction contractor.

7. Perform commissioning flight check of the Runway 15 REIL.

8. Conduct a Joint Acceptance Inspection (JAI) with the Project Sponsor. A formal list of exceptions will be given to the Project Sponsor within 15 calendar days of facility commissioning/restoration. Latent defects may be added to the list of exceptions through the formal process outlined in the JAI Order.

C. The Sponsor will perform the following activities:

1. Provide drawings and specifications that comply with the FAA CAEG Standards and current FAA design criteria. Copies of the final design package (after all FAA review comments are incorporated) will be furnished to the FAA in paper, electronic file transfer, and Portable Document File (pdf) formats prior to the start of construction.

2. Perform all necessary environmental assessments and obtain associated permits. Obtain all necessary permits for construction, including those necessary for easements and encroachment. This work also includes meeting all airport security requirements and performing airspace evaluations.

3. Accomplish all contracting, construction and installation for the modification of the REIL and FAA fiber facilities in accordance with plans and specifications approved by the FAA.

4. Formally notify FAA Engineering Services a minimum of 30 calendar days in advance of major project milestones for coordination of activities. Major milestones shall include formal design reviews, Notice to Proceed (NTP), changes to the project schedule, and formal inspections. A project schedule must be presented to the FAA in advance of the NTP for planning and tracking purposes.

5. Provide a designated representative who will be readily available to the FAA during construction contract. This representative will be responsible for addressing FAA concerns to the Project Sponsor's contractor.

6. Participate in CAI(s) and final JAI with FAA representatives and correct construction exceptions as noted. If exceptions are not corrected within 45 calendar days, the FAA will clear remaining CAI/JAI exceptions and charge the cost to the sponsor through the reimbursable agreement. All exceptions must be cleared or otherwise resolved before the agreement can be closed out.

7. Submit FAA Form 6000-26 Airport Sponsor Strategic Event Submission Form no less than 45 days prior to the start of construction that will impact NAS facilities, result in a full or partial runway closure, or result in a significant taxiway closure. This form is available on the OE/AAA website. This form may also be used to notify the FAA of any changes to the project schedule.

D. This Agreement is in whole or in part funded with funding from an AIP grant [X] Yes [ ] No. If Yes, the grant date is: TBD and the grant number is: TBD. If the grant information is not available at the time of agreement execution, the Sponsor will provide the grant information to the FAA when it becomes available.

ARTICLE 4. Points of Contact

A. FAA:

1. The FAA Eastern Service Area, Planning and Requirements Group will provide administrative oversight of this Agreement. Keith McDonald is the Lead Planner and liaison with the Sponsor and can be reached at 404-305-7168 or via email at keith.a.mcdonald@faa.gov. This liaison is not authorized to make any commitment, or otherwise obligate the FAA, or authorize any changes which affect the estimated cost, period of performance, or other terms and conditions of this Agreement.

2. The FAA Eastern Service Area, Boston NAVAIDs Engineering Center will perform the scope of work included in this Agreement. Steven Finnerty is the Boston NAVAIDs Engineering Center Manager and liaison with the Sponsor and can be reached at 603-881-1264 or via email at steven.finnerty@faa.gov. This liaison is not authorized to make any commitment, or otherwise obligate the FAA, or authorize any changes which affect the estimated cost, period of performance, or other terms and conditions of this Agreement.

3. The execution, amendment, and administration of this Agreement must be authorized and accomplished by the FAA's Contracting Officer, Brad Logan who can be reached at 817-222-4395, or via email at brad.logan@faa.gov.

B. Sponsor:

Thomas M. Rafter
14 Airport Road
Nantucket, MA 02554
Phone 508-325-5300
trafter@NantucketAirport.com

ARTICLE 5. Non-Interference with Operations

The Sponsor understands and hereby agrees that any relocation, replacement, or modification of any existing or future FAA facility, system, and/or equipment covered by this Agreement during its term or any renewal thereof made necessary by Sponsor improvements, changes, or other actions which in the FAA's opinion interfere with the technical and/or operations characteristics of an FAA facility, system, and/or piece of equipment will be at the expense of the Sponsor, except when such improvements or changes are made at the written request of the FAA. In the event such relocations, replacements, or modifications are necessitated due to causes not attributable to either the Sponsor or the FAA, the parties will determine funding responsibility.

ARTICLE 6. Property Transfer

A. To the extent that the Sponsor provides any material associated with the Project, and to the extent that performance of the requirements of this Project results in the creation of assets constructed, emplaced, or installed by the Sponsor, all such material (buildings, equipment, systems, components, cable enclosures, etc.) and assets will be transferred to and become the property of the FAA upon project completion. For purposes of this Article 6, "project completion" means that FAA has inspected the specific equipment or construction, and has accepted it as substantially complete and ready for use. The creation of an additional agreement will not be required, unless such other agreement is required by the laws of the state in which the subject property is located. The Sponsor and FAA acknowledge by execution of this agreement the FAA will accept the fundamental responsibilities of ownership by assuming all operations and maintenance requirements for all property transferred to the FAA. The transfer of asset(s) will occur on the date the asset(s) is placed in service. It has

been determined the subject transfer(s) to FAA is in the best interest of both the Sponsor and FAA.

B. In order to ensure that the assets and materials subject to this Article remain fully accounted-for and operational, the Sponsor will provide the FAA any additional documents and publications that will enhance the FAA's ability to manage, maintain and track the assets being transferred. Examples may include, but are not limited to, operator manuals, maintenance publications, warranties, inspection reports, etc. These documents will be considered required hand-off items upon Project completion.

ARTICLE 7. Estimated Costs

The estimated FAA costs associated with this Agreement are as follows:

DESCRIPTION OF REIMBURSABLE ITEM	ESTIMATED COST
Labor	
4.2 Engineering	$50,144.00
4.5 Construction	$38,400.00
4.6 Site Preparation	$7,760.00
Labor Subtotal	$96,304.00
Labor Overhead	$15,248.14
Total Labor	**$111,552.14**
Non-Labor	
4.2 Engineering Travel	$2,807.16
4.5 Construction Travel	$14,838.88
4.6 Site Prep Travel and Flight Check	$16,289.44
Non-Labor Subtotal	$33,935.48
Non-Labor Overhead	$2,714.84
Total Non-Labor	**$36,650.32**
TOTAL ESTIMATED COST	**$148,202.46**

ARTICLE 8. Period of Agreement and Effective Date

The effective date of this Agreement is the date of the last signature. This Agreement is considered complete when the final invoice is provided to the Sponsor and a refund is sent or payment is received as provided for in Article 9 of this Agreement. This Agreement will not extend more than five years beyond its effective date.

ARTICLE 9. Reimbursement and Accounting Arrangements

A. The Sponsor agrees to prepay the entire estimated cost of the Agreement. The Sponsor will send a copy of the executed Agreement and submit full advance

payment in the amount stated in Article 7 to the Reimbursable Receipts Team listed in Section C of this Article. The advance payment will be held as a non-interest bearing deposit. Such advance payment by the Sponsor must be received before the FAA incurs any obligation to implement this Agreement. Upon completion of this Agreement, the final costs will be netted against the advance payment and, as appropriate, a refund or final bill will be sent to the sponsor. Per U.S. Treasury guidelines, refunds under $1.00 will not be processed. Additionally, FAA will not bill the sponsor for amounts less than $1.00.

B. The Sponsor certifies that arrangements for sufficient funding have been made to cover the estimated costs of the Agreement.

C. The Reimbursable Receipts team is identified by the FAA as the billing office for this Agreement. The preferred method of payment for this agreement is via Pay.Gov. The sponsor can use a check or credit card to provide funding in this manner and receipt-processing time is typically within 3 working days. Alternatively, the sponsor can mail the payment to the address shown below. When submitting funding by mail, the Sponsor must include a copy of the executed Agreement and the full advance payment. All payments mailed to the FAA must include the Agreement number, Agreement name, Sponsor name, and project location. Payments submitted by mail are subject to receipt-processing delay of up to 10 working days.

   FAA payment remittance address using USPS or overnight method is:

   Federal Aviation Administration
   Reimbursable Receipts Team
   800 Independence Ave S.W.
   Attn: Rm 612A
   Washington D.C. 20591
   Telephone: (202) 267-1307

   The Sponsor hereby identifies the office to which the FAA will render bills for the project costs incurred as:

   Town of Nantucket
   Attn: Thomas M. Rafter
   14 Airport Road
   Nantucket, MA 02554
   508-325-5300
   trafter@NantucketAirport.com

D. The FAA will provide a quarterly Statement of Account of costs incurred against the advance payment.

E. The cost estimates contained in Article 7 are expected to be the maximum costs associated with this Agreement, but may be amended to recover the FAA's actual costs. If during the course of this Agreement actual costs are expected to exceed the estimated costs, the FAA will notify the Sponsor immediately. The FAA will also provide the Sponsor an amendment to the Agreement which includes the FAA's

additional costs. The Sponsor agrees to prepay the entire estimated cost of the amendment. The Sponsor will send a copy of the executed amendment to the Agreement to the Reimbursable Receipts Team with the additional advance payment. Work identified in the amendment cannot start until receipt of the additional advance payment. In addition, in the event that a contractor performing work pursuant to the scope of this Agreement brings a claim against the FAA and the FAA incurs additional costs as a result of the claim, the Sponsor agrees to reimburse the FAA for the additional costs incurred whether or not a final bill or a refund has been sent.

ARTICLE 10. Changes and Amendments

Changes and/or amendments to this Agreement will be formalized by a written amendment that will outline in detail the exact nature of the change. Any amendment to this Agreement will be executed in writing and signed by the authorized representative of each party. The parties signing this Agreement and any subsequent amendment(s) represent that each has the authority to execute the same on behalf of their respective organizations. No oral statement by any person will be interpreted as amending or otherwise affecting the terms of the Agreement. Any party to this Agreement may request that it be amended, whereupon the parties will consult to consider such amendments.

ARTICLE 11. Termination

In addition to any other termination rights provided by this Agreement, either party may terminate this Agreement at any time prior to its expiration date, with or without cause, and without incurring any liability or obligation to the terminated party other than payment of amounts due and owing and performance of obligations accrued, in each case on or prior to the termination date, by giving the other party at least thirty (30) days prior written notice of termination. Payment of amounts due and owing may include all costs reimbursable under this Agreement, not previously paid, for the performance of this Agreement before the effective date of the termination; the total cost of terminating and settling contracts entered into by the FAA for the purpose of this Agreement; and any other costs necessary to terminate this Agreement. Upon receipt of a notice of termination, the receiving party will take immediate steps to stop the accrual of any additional obligations which might require payment. All funds due after termination will be netted against the advance payment and, as appropriate, a refund or bill will be issued.

ARTICLE 12. Order of Precedence

If attachments are included in this Agreement and in the event of any inconsistency between the attachments and the terms of this Agreement, the inconsistency will be resolved by giving preference in the following order:

A. This Agreement

B. The attachments

ARTICLE 13. Legal Authority

This Agreement is entered into under one or more of the following authorities: 49 U.S.C. § 106(l), 31 U.S. Code 6505 Intergovernmental Cooperation Act. Under these authorities, the Administrator of the FAA is authorized to enter into and perform such contracts, leases, cooperative agreements and other transactions as necessary to carry out the functions of the Administrator and the Administration on such terms and conditions as the Administrator considers appropriate. Nothing in this Agreement will be construed as incorporating by reference or implication any provision of Federal acquisition law or regulation.

ARTICLE 14. Disputes

Where possible, disputes will be resolved by informal discussion between the parties. In the event the parties are unable to resolve any dispute through good faith negotiations, the dispute will be resolved by alternative dispute resolution using a method to be agreed upon by the parties. The outcome of the alternative dispute resolution will be final unless it is timely appealed to the Administrator, whose decision is not subject to further administrative review and, to the extent permitted by law, is final and binding (see 49 U.S.C. § 46110).

ARTICLE 15. Warranties

The FAA makes no express or implied warranties as to any matter arising under this Agreement, or as to the ownership, merchantability, or fitness for a particular purpose of any property, including any equipment, device, or software that may be provided under this Agreement.

ARTICLE 16. Insurance

The Sponsor will arrange by insurance or otherwise for the full protection of itself from and against all liability to third parties arising out of, or related to, its performance of this Agreement. The FAA assumes no liability under this Agreement for any losses arising out of any action or inaction by the Sponsor, its employees, or contractors, or any third party acting on its behalf.

ARTICLE 17. Limitation of Liability

To the extent permitted by law, the Sponsor agrees to indemnify and hold harmless the FAA, its officers, agents and employees from all causes of action, suits or claims arising out of the work performed under this Agreement. However, to the extent that such claim is determined to have arisen from the act or omission by an officer, agent, or employee of the FAA acting within the scope of his or her employment, this hold harmless obligation will not apply and the provisions of the Federal Tort Claims Act, 28 U.S.C. § 2671, et seq., will control. The FAA assumes no liability for any losses arising out of any action or inaction by the Sponsor, its employees, or contractors, or any third party acting on its behalf. In no event will the FAA be liable for claims for consequential, punitive, special and incidental damages, claims for lost profits, or other indirect damages.

ARTICLE 18. Civil Rights Act

The Sponsor will comply with Title VI of the Civil Rights Act of 1964 relating to nondiscrimination in federally assisted programs.

ARTICLE 19. Protection of Information

The parties agree that they will take appropriate measures to identify and protect proprietary, privileged, or otherwise confidential information that may come into their possession as a result of this Agreement.

ARTICLE 20. Security

In the event that the security office determines that the security requirements under FAA Order 1600.72A applies to work under this Agreement, the FAA is responsible for ensuring that security requirements, including compliance with AMS clause 3.14.2.1, Contractor Personnel Suitability Requirements are met.

ARTICLE 21. Reserved

ARTICLE 22. Entire Agreement

This document is the entire Agreement of the parties, who accept the terms of this Agreement as shown by their signatures below. In the event the parties duly execute any amendment to this Agreement, the terms of such amendment will supersede the terms of this Agreement to the extent of any inconsistency. Each party acknowledges participation in the negotiations and drafting of this Agreement and any amendments thereto, and, accordingly that this Agreement will not be construed more stringently against one party than against the other. If this Agreement is not executed by the Sponsor within 120 calendar days after the FAA transmits it to the Sponsor, the terms contained and set forth in this Agreement shall be null and void. Additionally, the FAA expects this agreement to be funded within 120 days of execution, if funding is not received by that date; the FAA may exercise the right to renegotiate estimated costs.

AGREED:

FEDERAL AVIATION ADMINISTRATION		**TOWN OF NANTUCKET**	
SIGNATURE		SIGNATURE	
NAME		NAME	ARTHUR COSBANNO
TITLE	Contracting Officer	TITLE	CHAIRMAN
DATE		DATE	6/15/22

FAA REIMBURSABLE AGREEMENT FEE BREAKDOWN

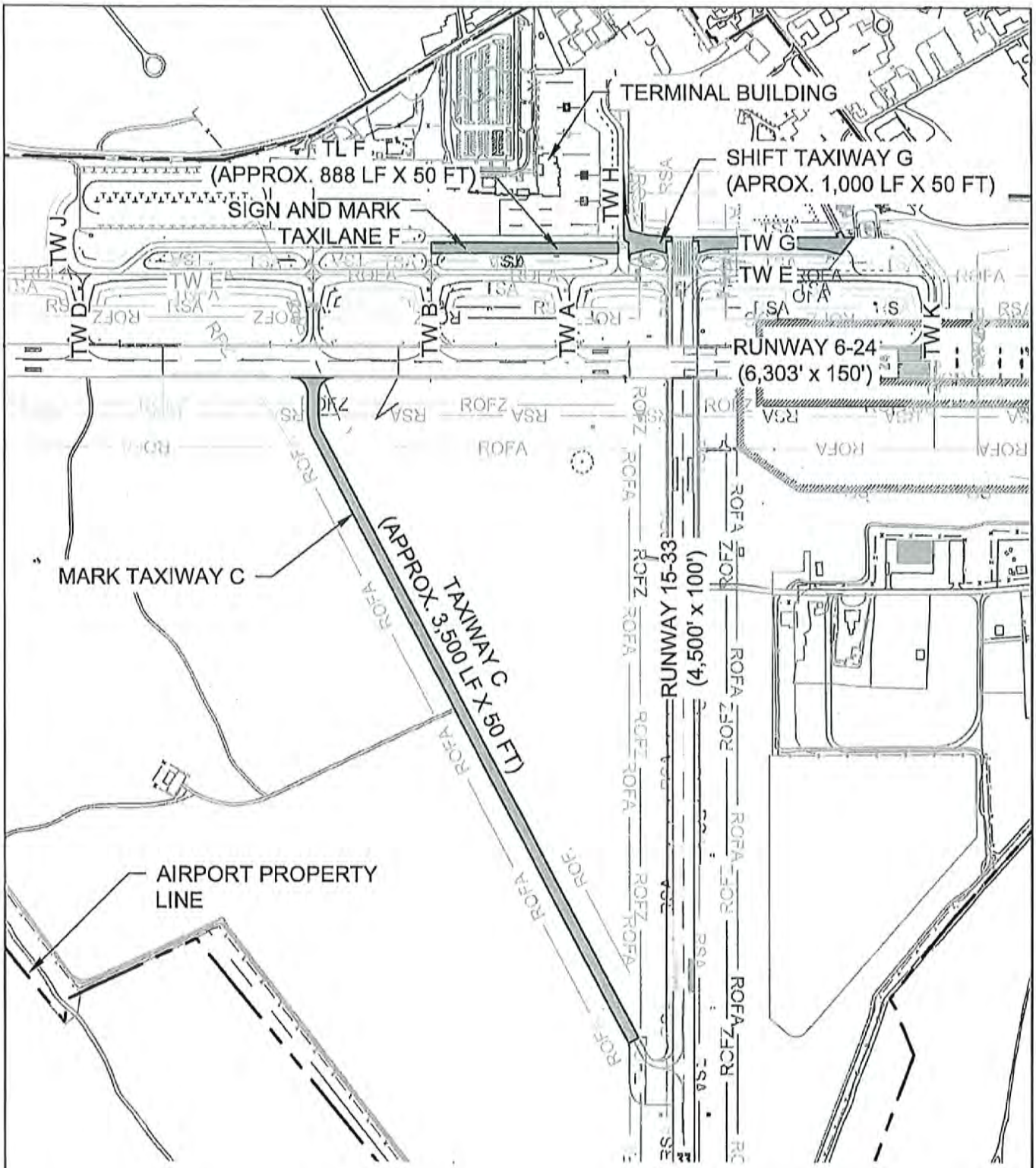
McFarland Johnson, Inc.
Nantucket Memorial Airport
Taxiway G Improvement Project

FAA Reimbursable Agreement Breakdown

Description of Reimbursable Item		Estimated Cost
LABOR		
4.2 Engineering		$ 50,144.00
4.5 Construction		$ 38,400.00
4.6 Site Preparation		$ 7,760.00
Labor Subtotal		$ 96,304.00
Labor Overhead	15.83%	$ 15,248.14
LABOR TOTAL		$ 111,552.14
NON-LABOR		
4.2 Engineering		$ 2,807.16
4.5 Construction		$ 14,838.88
4.6 Site Preparation Travel and Flight Check		$ 16,289.44
Non-Labor Subtotal		$ 33,935.48
Non-Labor Overhead	8.00%	$ 2,714.84
NON-LABOR TOTAL		$ 36,650.32
TOTAL ESTIMATED COST		$ 148,202.46

Description of Reimbursable Item - ENGINEERING ONLY		Estimated Cost
ENGINEERING - LABOR		
4.2 Engineering		$ 50,144.00
Labor Subtotal		$ 50,144.00
Labor Overhead	15.83%	$ 7,939.47
LABOR TOTAL		$ 58,083.47
ENGINEERING - NON-LABOR		
4.2 Engineering		$ 2,807.16
Non-Labor Subtotal		$ 2,807.16
Non-Labor Overhead	8.00%	$ 224.57
NON-LABOR TOTAL		$ 3,031.73
TOTAL ESTIMATED COST - ENGINEERING		$ 61,115.20

Description of Reimbursable Item - CONSTRUCTION ONLY		Estimated Cost
CONSTRUCTION - LABOR		
4.5 Construction		$ 38,400.00
4.6 Site Preparation Travel and Flight Check		$ 7,760.00
Labor Subtotal		$ 46,160.00
Labor Overhead	15.83%	$ 7,308.67
LABOR TOTAL		$ 53,468.67
CONSTRUCTION - NON-LABOR		
4.5 Construction		$ 14,838.88
4.6 Site Preparation Travel and Flight Check		$ 16,289.44
Labor Subtotal		$ 31,128.32
Labor Overhead	8.00%	$ 2,490.27
NON-LABOR TOTAL		$ 33,618.59
TOTAL ESTIMATED COST - CONSTRUCTION		$ 87,087.26



IT IS A VIOLATION OF LAW FOR ANY PERSON, UNLESS THEY ARE ACTING UNDER THE DIRECT DIRECTION OF A LICENSED PROFESSIONAL ENGINEER, ARCHITECT, LANDSCAPE ARCHITECT, OR LAND SURVEYOR, TO ALTER AN ITEM IN ANY WAY. IF AN ITEM BEARING THE STAMP OF A LICENSED PROFESSIONAL IS ALTERED, THE ALTERING ENGINEER, ARCHITECT, LANDSCAPE ARCHITECT, OR LAND SURVEYOR SHALL STAMP THE DOCUMENT AND INCLUDE THE NOTATION "ALTERED BY" FOLLOWED BY THEIR SIGNATURE, THE DATE OF SUCH ALTERATION, AND A SPECIFIC DESCRIPTION OF THE ALTERATION.

McFarland Johnson
239 LITTLETON ROAD, SUITE 1A
WESTFORD, MASSACHUSETTS 01886

NANTUCKET MEMORIAL AIRPORT
GRANT APPLICATION

SHIFT TAXIWAY G, SIGN AND MARK
TAXILANE F AND MARK TAXIWAY C

SCALE:	1"= 600'
DRAWN:	FPS
CHECKED:	DAN
DESIGN:	DAN
PROJECT:	ACK
DATE:	4/29/22

GA-01

Maura Healey, Governor
Kimberley Driscoll, Lieutenant Governor
Monica Tibbits-Nutt, Secretary & CEO
Jeffrey DeCarlo, Administrator

massDOT
Massachusetts Department of Transportation
Aeronautics Division

NOTICE OF AWARD

June 2, 2024

Arthur Gasbarro, Chair
Nantucket Memorial Airport
14 Airport Road
Nantucket, MA 02554

Re: MassDOT Aeronautics Division Grant Award Notification

Dear Arthur Gasbarro:

The Massachusetts Department of Transportation (MassDOT) Aeronautics Division is pleased to inform the airport, that Administrator, Dr. Jeffrey DeCarlo, and Deputy Administrator, Denise Garcia, has authorized the award of a state grant to your airport for the following project:

Date of Award:	*06/02/2024*
Project Name:	*Purchase ARFF Truck and Equipment*
Project Number:	*AIP-No-3-25-0033-084-2023*
MMARS Number:	*76F33842023ACKARFFTR*
Grant Amount:	*$48,280.56, scheduled as:* • *State Fiscal Year 2024: $3,750.00* • *State Fiscal Year 2025: $44,530.00* • *State Fiscal Year 2026: $0.56*
Grant Expiration Date:	*06/30/2026*

The state share of the project involves 5% of the total cost of the project. Standard Contracts will be sent via email at a later date. If SFY amount(s) shown above are incorrect or have changed after this project has been awarded, you must contact the Aeronautics Division no later than June 5, 2024.

Please be advised that this grant award is contingent on the airport's submittal of properly executed (1) contract documents (i.e. Standard Contracts) by June 5, 2024 and (2) grant assurances by July 31, 2023. Failure to timely submit properly executed contract documents and/or grant assurances to MassDOT may result in the forfeiture of the award and grant funding.

If you have any questions concerning this award, please do not hesitate to contact me at 857-368-6851.

Sincerely,

Owen K. Silbaugh, Jr.

Owen K. Silbaugh, Jr., PE, PMP
Chief Engineer and Director of Airport Engineering

cc: Airport

Maura Healey, Governor
Kimberley Driscoll, Lieutenant Governor
Monica Tibbits-Nutt, Secretary & CEO
Jeffrey DeCarlo, Administrator

massDOT
Massachusetts Department of Transportation
Aeronautics Division

GRANT ASSURANCES

Nantucket Memorial Airport

Purchase ARFF Truck and Equipment
Project Number: AIP No. 3-25-0033-084-2023
MMARS Number: 77F33842023ACKARFFTR
Project Authorization Date: 06/02/2024

A. Definitions.

1. "Aeronautics Division" shall mean the Massachusetts Department of Transportation (MassDOT) Aeronautics Division.

2. "Airport" shall mean the Nantucket Memorial Airport and all appurtenant areas and facilities which are used, or intended for use, for airport buildings, airport facilities, or rights-of-way, together with all buildings and facilities located thereon.

3. "Airport Commission" shall mean the Nantucket Airport Commission with members appointed by the Board of Selectmen, as appropriate pursuant to Section 51 E of Chapter 90 of the General Laws.

4. "Town" shall mean the Town of Nantucket.

5. "FAA" shall mean the Federal Aviation Administration.

6. "Grant" shall mean the Grant referenced above, including the Grant Application, finance plan, and related materials supplied by the Applicant and on which the Aeronautics Division relies in awarding the Grant, all as amended by these Grant Assurances.

7. "Grant Assurances" shall mean the assurances and certifications contained herein and made by the Airport Commission for the purpose of securing the Aeronautics Division's approval and award of the Grant.

8. "Program" shall mean the investigation and analysis, engineering, consulting, planning, design and construction of the subject project.

9. "Project" shall mean the project referenced above by project title and project number and related work included as additional efforts in the Program at the sole discretion of the Aeronautics Division.

10. The project will be conducted upon Airport property as well as outside the Airport boundaries with funding from the Airport Commission, FAA, and the Aeronautics Division.

B. General.

1. These Grant Assurances shall be complied with in the performance of the obligations imposed upon the Airport Commission, the Town and its respective successors pursuant to the Grant.

2. Upon acceptance of the Grant by the Airport Commission and the execution of the Grant by the Airport Commission, the Town and the Aeronautics Division, these Grant Assurances shall be incorporated in and become a part of the Grant without further reference.

C. Duration.

1. The terms and conditions of these Grant Assurances shall take full force and effect on the date the Grant is executed by the Aeronautics Division and shall remain in full force and effect for twenty (20) years from the date of the receipt of funds for this Project by the Airport Commission or from the Aeronautics Division, whichever occurs later.

D. Certifications by the Airport Commission

1. The Airport Commission hereby assures and certifies that it will comply with:

    a. all applicable federal, state and local laws, regulations, executive orders, policies, guidelines, and requirements as they relate to the acceptance, application, and use of state funds for this Project; and

    b. all applicable federal, state and local laws, regulations, executive orders, policies, guidelines, and requirements as they relate to the custody, care, management and operation of the Airport.

2. The Airport Commission hereby assures and certifies that:

    a. oversight of the Airport is exclusively held by the Airport Commission and that the Airport Commission has sole custody and control of the Airport pursuant to Chapter 90, Section 51 E of the General Laws;

    b. the state funds from previous grants from the Aeronautics Division, and the physical assets they produced, were sought by the Airport Commission on the basis that they would ensure the continued fiscal and operational stability of the Airport;

    c. the state funds from this Grant, and the physical assets they will produce, are sought by the Airport Commission on the basis that they will ensure the continued fiscal and operational stability of the Airport;

d. the Airport Commission has the legal authority to apply for, accept, and be bound by this Grant and the understandings and assurances contained therein;

e. the Airport Commission has the legal authority to oversee the performance of all of the obligations imposed upon the Airport Commission and the Town by this Grant;

f. the Airport Commission, with the acceptance of this Grant, has sufficient state and local funds to finance and carry out this Project;

g. the Airport Commission shall submit within thirty (30) days of the date the Aeronautics Division executes this Grant a finance plan with details as to the total cost to design and construct the subject project and the sources and amounts of funds the Airport Commission has available to it to pay those costs;

h. the Airport Commission shall not take any action which would deprive the Airport Commission of, or otherwise diminish, any of the rights, privileges, responsibilities or powers of the Airport Commission as are necessary to exercise the custody, care and management of the Airport or to perform the terms, conditions, and assurances in this Grant, previous grants and future grants from the Aeronautics Division without the prior written approval of the Aeronautics Division. The Airport Commission will act promptly to acquire, extinguish or modify any outstanding rights or claims of rights of others which would interfere with such performance by the Airport Commission;

i. the Airport Commission shall not sell, encumber, other than leasing, or otherwise transfer or dispose of the title to or interests in the physical assets and real property located at the Airport without the prior approval of the Aeronautics Division, which shall not be unduly withheld;

j. the Airport Commission shall not eliminate all or any portion of the physical assets and real property previously purchased through a Aeronautics Division grant, located at the Airport without the prior approval of the Aeronautics Division, which shall not be unduly withheld; and

k. the Airport Commission has authorized the Chair of the Airport Commission to execute the Grants and the Grant Assurances on behalf of the Airport Commission and has attached hereto a copy of the Airport Commission meeting minutes, certified by the Secretary of the Airport Commission to be a true copy of said minutes, documenting such authorization.

E. Certification of the Chair of the Board of Selectmen of Nantucket.

1. Notwithstanding any powers that may be granted to the Board of Selectmen of Nantucket the Town agrees not to attempt to reorganize the Airport Commission, or in

any way to interfere with the autonomy and authority of the Airport Commission as created under Chapter 90, Section 51E of the General Laws, without the express approval of the Aeronautics Division.

2. The Town assures and certifies that it will take no actions that would interfere with the Airport Commission's ability to comply with:

    a. all applicable federal, state and local laws, regulations, executive orders, policies, guidelines, and requirements as they relate to the acceptance, application, and use of state funds for this Project; and

    b. all applicable federal, state and local laws, regulations, executive orders, policies, guidelines, and requirements as they relate to the custody, care, management and operation of the Airport.

3. The Town hereby assures, certifies and acknowledges that:

    a. notwithstanding any powers, authority of responsibility that may be granted to the Town, it agrees not to interfere unlawfully with the powers, authority and responsibilities granted to the Airport Commission by Chapter 90, Section 51 E of the General Laws; provided, however, that this provision shall not preclude the establishment of a management agreement or agreements between the Airport Commission and the Town to contract for services, resources and skills of the Town offices or any department of the Town; provided further that each such agreement shall not take effect until approved by the Aeronautics Division in writing;

    b. the state funds from the Grant, and the physical assets they will produce, are sought by the Airport Commission on the basis that they will ensure the continued fiscal and operational stability of the Airport;

    c. The Airport Commission has the legal authority to apply for and accept this Grant and the understandings and assurances contained therein;

    d. The Airport Commission has the legal authority to oversee the performance of all the obligations imposed upon the Airport Commission and the Town by this Grant; and

    e. the Airport Commission, with the acceptance of this Grant, has sufficient state and local funds to finance and carry out this Project.

4. The Town hereby assures and certifies that:

    a. the Town shall not take or permit any action which would dissolve the Airport Commission or deprive the Airport Commission of any of the rights, privileges,

responsibilities or powers of the Airport Commission as are necessary for it to exercise the custody, care and management of the Airport or to perform any or all of the terms, conditions, and assurances in the Grant, previous grants and future grants from the Aeronautics Division without the prior written approval of the Aeronautics Division, and the Town will act promptly to acquire, extinguish or modify any outstanding rights or claims of rights of others which would interfere with such performance by the Airport Commission;

b. the Town shall not take any actions which would have the effect of modifying or terminating any of the obligations and responsibilities imposed upon and accepted by the Airport Commission pursuant to this Grant without the prior written approval of the Aeronautics Division; and

c. the Town shall not take any action which would have the effect of altering, modifying, expanding, or eliminating all or any portion of the physical assets and real property located at the Airport without the prior written approval of the Aeronautics Division.

5. The Board of Selectmen hereby assures and certifies that it has authorized their Chair to execute these Grant Assurances on behalf of the Town and has attached hereto a copy of the meeting minutes, certified by the Secretary to be a true copy of said minutes, documenting such authorization.

F. Accounting System, Audit and Record Keeping Requirements.

1. The Airport Commission hereby covenants and agrees to:

a. deposit all funds received for this Project into an Airport Commission segregated account and to disburse said funds solely for the purposes for which they were paid;

b. keep all Project accounts and records which fully disclose: i) the total cost of the Project. ii) the amount and disposition by the Airport Commission of the proceeds of all grants and other funds received by the Airport Commission for this Project. iii) the amount and nature of the funds supplied by each source for this Project. and, iv) such other financial records as are pertinent to the Project;

c. keep all Project accounts and records in accordance with an accounting system that will facilitate an effective financial audit of the Project; and

d. upon request, make available to the Aeronautics Division or its designated representative for the purpose of audit and examination, any books, documents, papers, and records of the Airport Commission or Town that is pertinent to the Project.

G. Conformity to Plans, Specifications and Aeronautics Division Approvals.

1. The Airport Commission shall execute the Project subject to the plans, specifications, budgets and schedules reviewed and approved by the Aeronautics Division and such other guidance as the Aeronautics Division deems appropriate. All modifications to the approved plans, specifications, budgets and schedules shall also be subject to the review and approval of the Aeronautics Division.

2. The Airport Commission shall provide and maintain competent technical and administrative supervision throughout the duration of the Project to ensure the Project is completed in accordance with the terms of the Grant, these Assurances, the approved plans, specifications, budgets and schedules.

H. Airport Operation and Maintenance.

1. The Airport Commission shall operate the Airport for:

    a. the aeronautical benefit of the public using the Airport;

    b. the uses intended by the Aeronautics Division in the approval of the Airport Certificate;

    c. the uses intended by the Aeronautics Division in the award of this funding grant; and

    d. such non-aeronautical uses as are explicitly approved in writing by the FAA and the Aeronautics Division.

2. The Airport Commission shall suitably operate and maintain the Airport and all facilities located thereon or connected therewith with due regard to climatic and flood conditions. The Airport and all facilities which are necessary to serve the aeronautical users of the Airport, other than facilities owned and controlled by the United states, shall be operated at all times in a safe and serviceable condition and in accordance with the minimum standards as may be required or prescribed by federal or state agencies for airport maintenance and operation.

3. Except as provided for in Section I (5) below, the Airport Commission shall not cease to operate, abandon, or dispose of the Airport, or any part thereof, without the prior written consent of the Aeronautics Division.

4. The Airport Commission or the Board of Selectmen of the Town shall not close the Airport or restrict the use of the Airport or any of the facilities located thereon or connected therewith without the prior written permission of the Aeronautics Division.

5. The Airport Commission, the Airport Manager or, in the absence of the Airport Manager, the Assistant Airport Manager, may suspend the operation of the Airport for aeronautical use only during temporary periods when a climatic condition or other condition identified as a reason for suspension of airport operations in applicable federal or state aeronautical laws, rules, regulations, advisories, or orders, interferes with the safe operation and maintenance of the Airport. The Airport Commission, the Airport Manager or, in the absence of the Airport Manager, the Assistant Airport Manager, shall comply with all applicable federal or state aeronautical laws, rules, regulations, advisories, or orders governing said suspension of operations.

6. The obligation to operate the Airport as prescribed above shall run for twenty (20) years from the date of the receipt of funds for this Project by the Airport Commission from the Aeronautics Division.

I. Compatible Land Use.

1. The Airport Commission and the Town shall take appropriate action to the extent reasonable, to restrict the use of land adjacent to or in the immediate vicinity of the Airport to activities and purposes compatible with normal airport operations, including landing and takeoff of aircraft.

J. Economic Nondiscrimination.

1. The Airport Commission and the Board of Selectmen of the Town shall make the Airport available as an airport for public use on fair and reasonable terms and without unjust discrimination, to all types, kinds and classes of aeronautical use.

2. Every agreement, contract, lease or other arrangement under which a right or a privilege is granted to any person, firm, or corporation to conduct or engage in any activity at the Airport, shall require such person, firm, or corporation to conduct or engage in their respective activity(ies) in a fair, reasonable and not unjustly discriminatory manner.

3. Each person, firm, or corporation operating at the Airport shall be subject to the same rates, fees, rentals and other charges as are uniformly applicable to all other persons, firms, or corporations making the same or similar uses of the Airport and utilizing the same or similar facilities.

4. The Airport Commission and Board of Selectmen of the Town shall not exercise or grant any exclusive right or privilege which operates to prevent any person, firm or corporation from providing the same or similar service at the Airport.

5. Subject to the prior written approval of the Aeronautics Division, the Airport Commission may prohibit or limit any given type, kind or class of aeronautical use of the Airport if

such action is necessary for the safe operation of the Airport or necessary to serve the civil aviation needs of the public.

6. The Airport Commission shall establish such fair, equal and not unjustly discriminatory conditions to be met by all users of the Airport as may be necessary for the safe and efficient operation of the Airport.

K. Airport Revenues.

1. The Airport Commission shall maintain a fee and rental structure for all Airport property, facilities and services. Said fee and rental structure shall be constructed so as to make the Airport as self-sustaining as possible under the circumstances existing at the Airport. A copy of said fee and rental structure and any future amendments thereto shall be provided to the Aeronautics Division, upon request.

2. All revenues generated at the Airport and payable to the Airport Commission plus any local taxes on aircraft fuel established after December 30, 1987, shall be deposited in an Airport Commission segregated account and expended by the Airport Commission for the capital or operating costs of the Airport.

L. Reports and Inspections.

1. The Airport Commission shall, upon reasonable request:

   a. submit to the Aeronautics Division such annual or special financial and operations reports to the Aeronautics Division;

   b. make available to the public at reasonable times and places a report of the airport budget in a format satisfactory to the Aeronautics Division;

   c. make all Airport and Airport Commission records and documents affecting the Airport, including deeds, leases, operation and use agreements, regulations, and other instruments, available for inspection by any duly authorized agent of the Aeronautics Division; and

   d. in a format prescribed by the Aeronautics Division, provide to the Aeronautics Division and make available to the public, not later than one hundred and twenty (120) days following each of its fiscal years, an annual report listing in detail:

      i. all amounts paid by the Airport to any other unit of government and the purposes for which each such payment was made; and
      ii. all service and property provided by the Airport to other units of government and the amount of compensation received for providing each such service and property.

M. Airport Layout Plan.

1. The Airport Commission shall maintain an up-to-date Airport Layout Plan (ALP) of the Airport which shall show:

    a. the boundaries of the Airport and all proposed additions thereto or deletions therefrom, together with the boundaries of all offsite areas owned or controlled by the Airport Commission for Airport purposes and any proposed additions thereto or deletions therefrom;

    b. the location and nature of all existing and proposed Airport facilities and structures (such as runways, taxiways, aprons, terminal buildings, hangars, other buildings and structures, and roads) including all proposed extensions and reductions of existing airport facilities; and

    c. the location and nature of all existing and proposed non-aviation areas at the Airport and of all existing or proposed improvements located thereon.

2. The ALP, and each amendment, revision or modification thereof, shall be subject to the approval of the Aeronautics Division, which approval shall be evidenced by the signature of a duly authorized representative of the Aeronautics Division on the face of the ALP.

3. The Airport Commission and/or Board of Selectmen shall not make or permit any changes or alterations in the Airport or any of the facilities at the Airport thereby causing non-conformity with the ALP as approved by the Aeronautics Division and which might, in the opinion of the Aeronautics Division, adversely affect the safety, utility or efficiency of the Airport. If a change or alteration of the Airport or the facilities is made which the Aeronautics Division subsequently determines adversely affects the safety, utility or efficiency of the Airport, the Airport Commission and the Board of Selectmen shall, if requested by the Aeronautics Division:

    a. eliminate such adverse effect in a manner approved by the Aeronautics Division; or,

    b. bear all costs of relocating such property (or replacement thereof) to the level of safety, utility, efficiency and cost of operation existing prior to the unapproved change in the Airport or its facilities.

N. Civil Rights.

1. The Owner and their respective agents, employees and representatives, shall comply with applicable federal, state, and local laws, regulations, rules and orders to assure that no person shall, based on race, color, age, gender, ethnicity, sexual orientation, gender identity or expression, religion, creed, ancestry, national origin, disability, veteran's status (including

Vietnam-Era Veterans), be excluded from participating in any activity conducted with or benefiting from funds received from this Grant.

O. Disposal of Land and Airport Facilities.

1. The Airport Commission and Board of Selectmen shall not sell or otherwise transfer or dispose of the title to or interests in the Airport, its facilities, real property or personal property without the prior approval of the Aeronautics Division, which will not be unduly withheld.

P. Foreign Market Restrictions.

1. The Airport Commission and Board of Selectmen shall not allow funds provided under this Grant to be used to fund any project which uses any product or service of a foreign country during the period in which such foreign country is listed by the United States Trade representative as denying fair and equitable market opportunities for products and suppliers of the United States in procurement and construction.

Q. Future Grants.

1. This Grant is being awarded in the expectation that the Airport Commission will complete the scope of work associated with this Project.

2. The Airport Commission and Board of Selectmen (collectively referred to here as "the local entities") and the Aeronautics Division jointly and severally acknowledge and agree that this Grant is awarded and accepted on the explicit understanding that this Grant and any future grant or grants, anticipated to fund further development of the Airport will have included in its (their) terms a guarantee by the local entities that no part of the assets or income of the Airport, whether presently existing or to be created pursuant to these grants, will be diverted to non-airport uses without the express prior written approval of the Aeronautics Division, the granting of such approval being universally recognized to be considered as highly unlikely.

R. Successors.

1. This Grant, as amended by these Assurances, shall be binding upon and shall inure to the benefit of the successors of the parties hereto.

IN WITNESS WHEREOF, the Airport Commission and the Town of Nantucket certify that the information contained herein and attached hereto is accurate and complete and that we agree with the assurances herein, as represented by the signatures of the persons below:

Nantucket Airport Commission By: _____ Title: Chair Date: 6/11/24	I hereby certify that Arthur Gasbarro is the Chair of the Nantucket Airport Commission and was authorized to execute these Grant Assurances on behalf of the Nantucket Airport Commission by a vote taken on 6/11/24, a copy of which is attached and made a part hereof. Boyana Stoykova-Nelson Reporting Secretary

Chair of the Board of Selectmen, Town of Nantucket By: _____ Date: _____	I hereby certify that _____ is the Chair of the Board of Selectmen for the Town of Nantucket and has been authorized to execute these Grant Assurances on behalf of the Town of Nantucket on this day_____, 20____. _____ Town Clerk, Town of Nantucket

2024 Annual Committee Applicants:

Agricultural Commission

1 Seat Available; 1 Applicant

1 Seat Term Ends 2027

Current Committee Members:

Posie Constable	2024 – applied
Charity Benz	2025
Pamela Perun	2025
Jacob Tinkhauser	2026
Kelly Steffen	2026

Applicants:

Posie Constable – incumbent

 # Pursuant to Article 65 passed by 2022 Annual Town Meeting, "To the extent available and willing to serve, the [Agricultural] Commission shall consist of a minimum of three members whose prime source of income is derived from farming or agricultural-based enterprises in Nantucket and another two who are interested in farming. If the foregoing are neither available nor willing to serve, then any member may be appointed from the community who has an interest in agriculture."

Airport Commission *

2 Seats Available; 3 Applicants

2 Seats Terms End 2027

Current Committee Members:

Andrea Planzer	2024 – applied
Philip Marks III	2024 – applied
Jeanette Topham	2025
Arthur D. Gasbarro	2026
Anthony G. Bouscaren	2026

Applicants:

Philip Marks III – incumbent
Andrea Planzer – new applicant
Michael Leavitt – new applicant

** Pursuant to MGL Chapter 90, Section 51E, "Of the members appointed [to the Airport Commission] at least one shall be a person having experience in aeronautics."*

Board of Health

1 Seat Available; 3 Applicants

1 Seat Term Ends 2027

Current Committee Members:

James A. Cooper	2024 – applied
Malcolm MacNab (SB member)	2024
Meredith (Meri) Lepore	2026
Kerry McKenna	2025
Ann Smith	2026

Applicants:

James A. Cooper – incumbent
Jon Katz – new applicant
Robert Goldszer – new applicant

2024 Annual Committee Applicants:

Capital Program Committee

1 Seat Available; 0 Applicants

1 Seat Term Ends 2027

Current Committee Members:

Peter T. Kaizer (At-Large)	2024 – applied late
Stephen Welch (At-Large)	2025
Christy Kickham (At-Large)	2026
Howard Matz (At-Large)	2026
Brooke Mohr (SB Rep)	2024
Jill Vieth (Fin Com Rep)	2024
Barry Rector (NP&EDC Rep)	2024

Applicants:

None

Cemetery Commission

2 Seats Available; 2 Applicants

2 Seats Terms End 2027

Current Committee Members:

Lee W. Saperstein	2024 – applied
Frances Karttunen	2024 – applied
Barbara A. White	2025
Allen Reinhard	2026
Scott McIver	2026

Applicants:

Frances Karttunen – incumbent
Lee W. Saperstein – incumbent

Coastal Resiliency Advisory Committee

1 Seat Available; 2 Applicants

1 Seat Term Ends 2027

Current Committee Members:

Sarah Bois, Ph.D (At-Large)	2024 – applied
Joanna Roche (At-Large)	2025
Doug Rose (At-Large)	2026
Tim Braine (ConCom member)	2024
Abby De Molina (PB member)	2024
Matt Fee (SB member)	2024
Peter Brace (HSAB member)	2024
Jennifer M. Karberg, Ph.D (NCF designee)	2024
Rachael Freeman (Land Bank member)	2024
Christy Kickham (CapCom member)	2024
Gary Beller (ACNVT member)	2024

Applicants:

Sarah Bois – incumbent
Shelly Lockwood – new applicant

2024 Annual Committee Applicants:

Conservation Commission

2 Seats Available; 3 Applicants

2 Seats Terms End 2027

Current Committee Members:

Ian Golding	2024 – applied
Linda Williams	2024 – applied
Seth Engelbourg	2025
Michael V. Misurelli	2025
Joseph W. Plandowski	2025
Tim Braine	2026
Mark Beale	2026

Applicants:

Linda Williams – incumbent
Ian Golding – incumbent
John M. Schafer – new applicant

Contract Review Subcommittee, Human Services

1 Seat Available; 1 Applicant

1 Seat Term Ends 2027

Current Committee Members:

John W. Belash (At-Large)	2024 – applied
Dorothy Hertz (At-Large)	2025
Linda Williams (At-Large)	2026
Sue Mynttinen (CHS Rep)	2024
Veronica Bolcik (CHS Rep)	2024
Joanna Roche (FinCom Rep)	2024
Bertyl Johnson (NP&EDC Rep)	2024

Applicants:

John W. Belash – incumbent

Council for Human Services

3 Seats Available; 2 Applicants

3 Seats Terms End 2027

Current Committee Members:

Athalyn Sweeney	2024 – no response
Sue Mynttinen	2024 – applied
Veronica Bolcik	2024 – applied
Suzanne Keating	2025
Amanda Wright	2025
Tara Restieri	2025
Sarah Wright	2026
Claudia Valle	2026
Kelly Steffen	2026

Applicants:

Sue Mynttinen – incumbent
Veronica Bolcik – incumbent

2024 Annual Committee Applicants:

Council on Aging

4 Seats Available; 2 Applicants

1 Seat Term ends 2026

3 Seats Terms End 2027

Current Committee Members:

Arlene O'Reilly	2024 – no response
Judith Perkins	2024 – not reapplying
Linda Williams	2024 – applied
Robert M. Kucharavy	2025
Erin Lynch	2025
Abigail (Abby) Camp	2025
Mary Anne Easley	2026
Rocky Fox	2026
VACANT	2026

Applicants:

Linda Williams – incumbent

Lisa Sherburne – new applicant

Cultural Council ^

2 Seats Available; 1 Applicant

2 Seats Terms End 2027

Current Committee Members:

Ava Rollins (Term 1)	2024 – no response
Tony Wagner (Term 1)	2024 – applied
Sarah C. Ellis (Term 1)	2025
Bethany Oliver (Term 1)	2025
Barbara Tibbitts (Term 1)	2025
Emma Young (Term 2)	2026
Michael Kopko (Term 2)	2026

Applicants:

Tony Wagner – incumbent

^ *Pursuant to the Massachusetts Cultural Council's Local Cultural Council Program Guidelines, "The term of membership for a council member is three years; members can serve a maximum of two consecutive terms, or a total of six years, unless the appointing authority removes a member before the expiration of a term. Members must remain off the council for a one-year interval before serving additional terms."*

2024 Annual Committee Applicants:

Finance Committee
3 Seats Available; 4 Applicants
3 Seats Terms End 2027

Current Committee Members:

Jeremy Bloomer	2024 – applied
Joseph H. Wright	2024 – applied
Peter N. Schaeffer	2024 – applied
Christopher A. Glowacki	2025
Stephen Maury	2025
Jill Vieth	2025
Joanna Roche	2026
Denice Kronau	2026
Rob Giacchetti	2026

Applicants:

Joseph H. Wright – incumbent
Peter N. Schaeffer – incumbent
Jeremy Bloomer – incumbent
Kathleen Richen – new applicant
~~Howard Matz – new applicant~~ – withdrew

Historic District Commission Associate
1 Seat Available; 1 Applicant
1 Seat Term Ends 2027

Current Associate Committee Members:

Carrie Thornewill	2024 – applied
Constance Patten	2025
Joe Paul	2026

Applicants:

Carrie Thornewill – incumbent

Nantucket Affordable Housing Trust
3 Seats Available; 5 Applicants
2 Seats (At-Large) Terms End 2026
1 Seat (Realtor) Term Ends 2026

Current Committee Members:

Reema Sherry (At-Large)	2024 – not reapplying
Shantaw Bloise-Murphy (At-Large)	2024 – applied
Meg Browers (At-Large)	2025
Brian Sullivan (Realtor)	2024 – applied
Thomas Dixon (SB Rep)	2024
Penny Dey (Housing Authority)	2024
David Iverson (NP&EDC)	2024

Applicants:

Brian Sullivan – incumbent (Realtor)
Shantaw Bloise-Murphy – incumbent (At-Large)
Boyd S. Boggess – new applicant
Kim McMahon – new applicant
~~Stephen Welch – new applicant~~ – withdrew
Forest Bell – new applicant

2024 Annual Committee Applicants:

Nantucket Historical Commission

3 Seats Available; 1 Applicant

3 Seats Terms End 2027

Current Committee Members:

Angus MacLeod	2024 – applied
Milton "Mickey" Rowland	2024 – no response
Thomas Murray Montgomery	2024 – not reapplying
Abby De Molina	2025
Clement Durkes	2025
Rita Carr	2026
George Butterworth	2026

Applicants:

Angus MacLeod – incumbent

Planning Board Alternate

1 Seat Available; 2 Applicants

1 Seat Term Ends 2027

Current Alternate Committee Members:

John Kitchener	2024 – applied; appointed to PB
Abby De Molina	2025
Stephen Welch	2026

Applicants:

~~John Kitchener – incumbent~~

Liza Hatton – new applicant

Howard Matz – new applicant

Real Estate Assessment Committee

3 Seats Available; 1 Applicant

1 Seat Term Ends 2026

2 Seats Terms End 2027

Current committee Members:

Thomas Barada (Local Resident At-Large)	2024 – applied late
John B. Brescher, Esq. (Real Estate Professional	2024 – applied
Lee W. Saperstein (Local Resident At-Large)	2025
Nathaniel Lowell (Real Estate Professional)	2026
VACANT (Real Estate Professional)	2026

Applicants:

John B. Brescher – incumbent

2024 Annual Committee Applicants:

Roads and Right of Way Committee

3 Seats Available; 3 Applicants

3 Seats Terms End 2027

Current Committee Members:

Edward Gillum	2024 – applied
Nelson Eldridge	2024 – applied
Rob Ranney	2024 – applied
Bill Grieder	2025
Allen Reinhard	2025
Rick Atherton	2025
Phil Smith	2026
Nathaniel Lowell	2026
Lee W. Saperstein	2026

Applicants:

Nelson Eldridge – incumbent
Rob Ranney – incumbent
Edward Gillum – incumbent

Scholarship Committee

3 Seats Available; 0 Applicants

3 Seats Terms End 2027

Current Committee Members:

Lee W. Saperstein	2024 – not reapplying
Leslie W. Forbes	2024 – not reapplying
Margaret (Magee) Detmer	2024 – not reapplying
Rebecca Woodley-Oliver	2025
Jeanne Miller	2025
Jana Starr Duarte	2026
Rocky Fox	2026
Beth Hallett (School Superintendent)	

Applicants:

None

Tree Advisory Committee

2 Seats Available; 2 Applicants

1 Seat Term Ends 2025
1 Seat Term Ends 2027

Current Committee Members:

Ben Champoux	2024 – applied
Judy Deutsch	2025
VACANT	2025
Whitfield C. Bourne	2026
Mary Longacre	2026

Applicants:

Ben Champoux – incumbent
Emily Molden – new applicant

2024 Annual Committee Applicants:

Zoning Board of Appeals

1 Seat Available; 1 Applicant

1 Seat Term Ends 2029

Current Committee Members:

John B. Brescher	2024 – applied
Michael O'Mara	2025
Elisa H. Allen	2026
Susan McCarthy	2027
Joe Marcklinger	2028

Applicants:

John B. Brescher – incumbent

Zoning Board of Appeals Alternate

1 Seat Available; 1 Applicant

1 Seat Term Ends 2027

Current Alternate Committee Members:

Lisa Botticelli	2024 – applied
Jim Mondani	2025
Mark W. Poor	2026

Applicants:

Lisa Botticelli – incumbent

RECEIVED

MAY 14 2024

NANTUCKET TOWN ADMINISTRATION

TOWN OF NANTUCKET
COMMITTEE INTEREST FORM/INCUMBENT
For Re-Appointment by the Select Board

Please return this form to the Town Administration offices by the advertised due date.
Please call for date of the Public Hearing for applications review or refer to the Public Notice.

Name: Posie Constable **Home Phone:** 646-483-7787

Mailing Address: PO Box 996 **Work Phone:** 508-228-3399

Email Address: posieconstable@gmail.com **Date Submitted:** 5/14/24

REQUESTING RE-APPOINTMENT TO: Agriculture Commission

Reasons for Committee Interest

- What has been your level of attendance at committee/board/commission meetings?
- Why do you want to continue serving on the committee/board/commission?

As Chair, and when we reached a Committee size of minimum Three members, I have attended/Chaired every scheduled meeting. Restoring and expanding upon Nantucket's agricultural base is of critical importance. The Committee seeks to support every aspect of farming that contributes to the local food base, I am passionate about this mission.

Relevant Experience

- What have you brought to the committee/board/commission in terms of experience, skills, ideas, insight?
- How do you feel you have helped the committee/board/commission in its goal(s)/mission?

The Committe was long dormant when I joined & happily, we are now a crew of five with regularly scheduled meetings. We have discussed, 4-H clubs, 61A Agricultural tax exemptions, Composting & the possible alternate siting for the MPPU to process island grown chickens.
We support the island fair & will eventually seek some budget to create Farm signage & a farm map.

Potential Conflicts of Interest

- Please list any committees appointed by the Select Board, local agencies or non-profit organizations of which you or a member of your immediate family are current members.

  Sustainable Nantucket – No Conflict Indicated

- Are you or any member of your family employed by, or receive any financial consideration from, the Town of Nantucket?

  No

Endorsed by the Select Board April 26, 2006.

TOWN OF NANTUCKET
COMMITTEE INTEREST FORM/INCUMBENT
For Re-Appointment by the Select Board

RECEIVED
MAY - 1 2024
NANTUCKET TOWN ADMINISTRATION

Please return this form to the Town Administration offices by the advertised due date.
Please call for date of the Public Hearing for applications review or refer to the Public Notice.

Name: Philip Marsh **Home Phone:** 508-228-4371

Mailing Address: 9 Mizzenmast Rd NAN MA 02554 **Work Phone:** 508-221-1010

Email Address: phil@nantucketenergy.com **Date Submitted:** 5-1-2024

REQUESTING RE-APPOINTMENT TO: Airport Commission

Reasons for Committee Interest

- What has been your level of attendance at committee/board/commission meetings? > 90%
- Why do you want to continue serving on the committee/board/commission?

To continue working with Airport Staff to deal with Aviation related issues. And the resolution of the PFAS Problem that looms over the Commission. Providing Housing for employees

Relevant Experience

- What have you brought to the committee/board/commission in terms of experience, skills, ideas, insight?
- How do you feel you have helped the committee/board/commission in its goal(s)/mission?

Nantucket business man - Builder, Pilot
By Providing my experiance living and operating a business on Nantucket as well as being a Pilot

Potential Conflicts of Interest

- Please list any committees appointed by the Select Board, local agencies or non-profit organizations of which you or a member of your immediate family are current members.

- Are you or any member of your family employed by, or receive any financial consideration from, the Town of Nantucket? NO

Endorsed by the Select Board April 26, 2006.

TOWN OF NANTUCKET
COMMITTEE INTEREST FORM/INCUMBENT
For Re-Appointment by the Select Board

RECEIVED
MAY - 9 2024
NANTUCKET TOWN ADMINISTRATION

Please return this form to the Town Administration offices by the advertised due date.
Please call for date of the Public Hearing for applications review or refer to the Public Notice.

Name: Andrea Planzer **Home Phone:** 508 901-5016

Mailing Address: 22 Bluebird Lane, Nantucket, MA 02554 **Work Phone:** cell 202 489-5277

Email Address: andreaplanzer@me.com **Date Submitted:** May 9, 2024

REQUESTING RE-APPOINTMENT TO: Airport Commission

Reasons for Committee Interest

- What has been your level of attendance at committee/board/commission meetings?
- Why do you want to continue serving on the committee/board/commission?

I have attended 95% of Airport Commission meetings during my term. In addition to scheduled Commission meetings I meet with the Airport Manager to understand and gain insight into problems facing the airport.

I want to continue serving the Nantucket community by volunteering in a role where I have in-depth expertise. I was an aviation attorney for the FAA for 21 years. I have both defended the FAA and prosecuted violations of the Federal Aviation Regulations (FAR). While at the FAA I drafted Investigative and Enforcement Procedures used in airport compliance actions. My career with the FAA gave me direct and valuable experience on the issues we face on the Airport Commission.

Relevant Experience

- What have you brought to the committee/board/commission in terms of experience, skills, ideas, insight?
- How do you feel you have helped the committee/board/commission in its goal(s)/mission?

My experience and knowledge of FARs, aviation, airport operations, aviation law and the FAA enables me to provide valuable insight on key issues before the Airport Commission. I am a pilot and in the past I owned an airplane based at ACK.

My aviation background enables me to contribute to solutions that benefit the Nantucket community especially when dealing with government regulators. My experience and insight with FAA land use regulations enabled Nantucket to become the only airport in the U.S. allowed to use airport property for residential purposes. I maintain positive relationships with the FAA in Washington, DC and in the New England Regional Office.

Potential Conflicts of Interest

- Please list any committees appointed by the Select Board, local agencies or non-profit organizations of which you or a member of your immediate family are current members.

None

- Are you or any member of your family employed by, or receive any financial consideration from, the Town of Nantucket?

No

Endorsed by the Select Board April 26, 2006.

RECEIVED

MAY 17 2024

NANTUCKET TOWN ADMINISTRATION

TOWN OF NANTUCKET
COMMITTEE INTEREST FORM/NEW APPLICANT

For Appointment by the Select Board

Please return this form to the Town Administration offices by the advertised due date.
Please call for date of the Public Hearing for applications review or refer to the Public Notice.

Name: Michael Leavitt **Home Phone:** 617-935-6000

Mailing Address: 41 Chuck Hollow Rd, PO Box 356, Siasconset, MA 02564 **Alternate Phone:**

Email Address: mleavitt@windlassco.com **Date Submitted:** 15/May/24

REQUESTING APPOINTMENT TO: Airport Commission

Reasons for Committee Interest

- Have you ever attended a meeting of the committee/board/commission?
- Why are you interested in this committee/board/commission?
- Are you prepared to commit to the meeting schedule of the committee/board/commission?

I have attended the Zoom meetings, but not in-person meetings. I routinely read the minutes.

I have worked in the aviation industry for 40+ years, am a full-time Nantucket resident and user of the airport, and wish to contribute to its efficient operation and growth.

I am prepared to commit to monthly and potentially more frequent meetings, and to review materials prior to each meeting so that I am informed and ready to discuss items on the agenda.

Relevant Experience

- What experience, skills or insight would you bring to the committee/board/commission?
- What would you hope to accomplish on the committee/board/commission?

I obtained my private pilot license at 16 years old and one my first solo cross country flights was to ACK (from BED), and though no longer an active pilot I am still actively involved in aviation. I have managed businesses providing services to aircraft operators, FBOs, airlines, government and aircraft users including weather information (to aviation and municipalities), flight planning, management of corporate jets and aircraft charter brokerage. I've managed businesses with 100+ employees and had P&L responsibilities for $50mm+ organizations. Today I also co-manage a $1bn+ private equity fund.

I believe my business, management and financial experience - especially those involving aviation can bring relevant skills to management of the airport's operations, budget and planning.

Potential Conflicts of Interest

- Please list any committees appointed by the Select Board, local agencies or non-profit organizations of which you or a member of your immediate family are current members.
  Partner (Howard Matz) is a member of the Capital Program and Solid Waste committees.

- Are you or any member of your family employed by, or receive any financial consideration from, the Town of Nantucket?
  No.

TOWN OF NANTUCKET
COMMITTEE INTEREST FORM/INCUMBENT
For Re-Appointment by the Select Board

RECEIVED
APR 17 2024
NANTUCKET TOWN ADMINISTRATION

Please return this form to the Town Administration offices by the advertised due date.
Please call for date of the Public Hearing for applications review or refer to the Public Notice.

Name: JIM COOPER **Home Phone:** 508 280 7584

Mailing Address: BOX 3744 NANTUCKET 02554 **Work Phone:** 508 280 7584

Email Address: JIMCOOPERACK@GMAIL.COM **Date Submitted:** 4-17-24

REQUESTING RE-APPOINTMENT TO: BOARD OF HEALTH

Reasons for Committee Interest

- What has been your level of attendance at committee/board/commission meetings?
- Why do you want to continue serving on the committee/board/commission?

I THINK I MISSED 5 OR 6 MEETINGS IN ALL MY TIME FROM THE BEGINNING WE DECIDED TO FOLLOW THE RULES THE WAY THEY WERE, BUT AT THE SAME TIME TRY TO FIND A WAY TO HELP THE PEOPLE THAT COME BEFORE US. THERE ARE TIMES THAT EVEN THOUGH YOU DON'T WANT TO YOU NEED TO SAY NO. I'VE BEEN ON THIS BOARD FOR 16 YRS.

Relevant Experience

- What have you brought to the committee/board/commission in terms of experience, skills, ideas, insight?
- How do you feel you have helped the committee/board/commission in its goal(s)/mission?

NONE

Potential Conflicts of Interest

- Please list any committees appointed by the Select Board, local agencies or non-profit organizations of which you or a member of your immediate family are current members.

- Are you or any member of your family employed by, or receive any financial consideration from, the Town of Nantucket?

NO

Endorsed by the Select Board April 26, 2006.

emccoy@nantucket-ma.gov

RECEIVED

TOWN OF NANTUCKET
COMMITTEE INTEREST FORM/NEW APPLICANT
For Appointment by the Select Board

508-228-7272

MAY 16 2024

NANTUCKET TOWN ADMINISTRATION

Please return this form to the Town Administration offices by the advertised date.
Please call for date of the Public Hearing for applications review or refer to the Public Notice.

Name: Jon Katz, MD **Home Phone:** 301-537-1544

Mailing Address: 90 Coldfoot Drive **Alternate Phone:** Same

Email Address: jonkatzmd@gmail.com **Date Submitted:** 5/16/24

REQUESTING APPOINTMENT TO: Health

Reasons for Committee Interest

- Have you ever attended a meeting of the committee/board/commission? no
- Why are you interested in this committee/board/commission? see attached
- Are you prepared to commit to the meeting schedule of the committee/board/commission? yes, 4 PM third Thursday of each Month

I have been a physician for 39 years, an Ob Gyn for 35 years and a High-Risk Pregnancy Specialist for 33 years. I have spent my entire career providing advice for patients to enter pregnancy as healthy as can be, guiding thousands of women through pregnancy, delivered their children and handing over newborn babies to Pediatricians/ Family Med Physicians to start their young lives in the healthiest possible state. I support the Board of Health's mission to identify threats to the health of Nantucketers and plan to work collaboratively with my colleagues to propose solutions to better the health of all Islanders.

Relevant Experience

- What experience, skills or insight would you bring to the committee/board/commission? see below
- What would you hope to accomplish on the committee/board/commission?

My wife, a retired Hospice Nurse and I have been summer residents for 26 years, and through our actions, have demonstrated a commitment to improving the health and life-care of those we come in contact with. Andrea serves on the Board of PASCON, and I served from 2005-2015, under the auspices of Dr. Lepore and under three Presidents from Ms. Lucille Giddings to Dr. Margo Hartmann, as Director of Ob Gyn Quality Assurance at NCH. Given my love for the Island and inhabitants, and my experiences as a physician, I am certain I will make a positive impact as a volunteer on the Board of Health and ask you consider this application.

- Please list any committees appointed by the Select Board, local agencies or non-profit organizations of which you or a member of your immediate family are current members. N/A

- Are you or any member of your family employed by, or receive any financial consideration from, the Town of Nantucket? N/A

TOWN OF NANTUCKET
COMMITTEE INTEREST FORM/NEW APPLICANT
For Appointment by the Select Board

RECEIVED
MAY 16 2024
NANTUCKET TOWN ADMINISTRATION

Please return this form to the Town Administration offices by the advertised due date.
Please call for date of the Public Hearing for applications review or refer to the Public Notice.

Name: ROBERT GOLDSZER **Home Phone:** 305-905-4282

Mailing Address: (77 GOLDFINCH DR.) — SUMMER 6741 BRIGHTON PLACE CORAL GABLES, FL. 33143 **Alternate Phone:** MOBILE 305 905 4282

Email Address: rcgmiami@gmail.com **Date Submitted:** 5/16/2024

REQUESTING APPOINTMENT TO: BOARD of HEALTH

Reasons for Committee Interest

- Have you ever attended a meeting of the committee/board/commission? — NO
- Why are you interested in this committee/board/commission? — SCIENTIFIC + VOLUNTEERING
- Are you prepared to commit to the meeting schedule of the committee/board/commission? — YES, IF BY ZOOM

I AM A SUMMER RESIDENT AT 77 GOLDFINCH DR, SINCE 2003. I AM A RETIRED PHYSICIAN, INTERNIST, NEPHROLOGIST, AND CHIEF MEDICAL OFFICER.

I WOULD LIKE TO VOLUNTEER TO HELP OUR COMMUNITY STAY AND IMPROVE OUR HEALTH. I CAN ATTEND MEETING LATER ON ISLAND, OR BY ZOOM, CANNOT ON ISLAND

Relevant Experience

- What experience, skills or insight would you bring to the committee/board/commission?
- What would you hope to accomplish on the committee/board/commission?

AS A PHYSICIAN WHO CARED FOR MANY PATIENTS (1976 - 2024) I HAVE EXPERIENCE SPECIFICALLY WITH INTERNAL MEDICINE, KIDNEY DISEASE, AND HOSPITAL ADMINISTRATION. I LED OUR HOSPITAL AND COMMUNITY HEALTH ACTIVITIES THROUGHOUT THE COVID PANDEMIC. I HOPE TO ADD A VOICE OF SCIENCE, COMPASSION, AND CARING ABOUT PEOPLE TO OUR ANALYSIS AND DECISIONS.

Potential Conflicts of Interest

- Please list any committees appointed by the Select Board, local agencies or non-profit organizations of which you or a member of your immediate family are current members. — NONE

- Are you or any member of your family employed by, or receive any financial consideration from, the Town of Nantucket? — NO

Robert Goldszer

Katie Cabral

From: Robert Goldszer <rcgmiami1@gmail.com>
Sent: Thursday, May 16, 2024 11:58 AM
To: Town Administration
Subject: Application to Volunteer on Board of Health
Attachments: Nantucket Board of health volunteer 5 16 24.pdf

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.

Please consider my application to participate with the Nantucket Board of Health.
I am a summer resident at 77 Goldfinch Dr.
We have been homeowners since 2003

I am an Internist and Nephrologist and Chief Medical Officer who took care of patients, was a teacher, and hospital administrator from 1976- 2024. I retired in January 2024 and will be spending more time at our home in Nantucket.

Some of the year I am not on Island and would participate in meetings via zoom if possible

Thank you for considering me

Robert Goldszer
rcgmiami1@gmail.com
305-905-4282

Island Address: 77 Goldfinch Dr
Mailing Address: 6741 Brighton Pl, Coral Gables, FL 33133

TOWN OF NANTUCKET
COMMITTEE INTEREST FORM/INCUMBENT
For Re-Appointment by the Select Board

RECEIVED
APR 18 2024
NANTUCKET TOWN ADMINISTRATION

Please return this form to the Town Administration offices by the advertised due date.
Please call for date of the Public Hearing for applications review or refer to the Public Notice.

Name: Frances Karttunen **Home Phone:** 508-332-0494

Mailing Address: 67 Center Street - 02554 **Work Phone:** Same

Email Address: Karttu@Comcast.net **Date Submitted:** April 22, 2024

REQUESTING RE-APPOINTMENT TO: Cemetery Commission

Reasons for Committee Interest

- What has been your level of attendance at committee/board/commission meetings? Nearly 100%
- Why do you want to continue serving on the committee/board/commission?

1. I consider maintenance of Nantucket's historic cemeteries an important service to the community.
2. We are in the midst of significant restoration and conservation projects that I would like to see to completion.

Relevant Experience

- What have you brought to the committee/board/commission in terms of experience, skills, ideas, insight?
- How do you feel you have helped the committee/board/commission in its goal(s)/mission?

1. I am the author of Nantucket Places and People 4': Underground, a history of the island's cemeteries and burial grounds.
2. I am skilled in researching queries that come to the Cemetery Commission.
3. I have recently worked on interments of unclaimed remains

Potential Conflicts of Interest

- Please list any committees appointed by the Select Board, local agencies or non-profit organizations of which you or a member of your immediate family are current members.

  None

- Are you or any member of your family employed by, or receive any financial consideration from, the Town of Nantucket?

  No

Endorsed by the Select Board April 26, 2006.

TOWN OF NANTUCKET COMMITTEE INTEREST FORM/INCUMBENT

For Re-Appointment by the Board of Selectmen

RECEIVED
APR 30 2024
NANTUCKET TOWN ADMINISTRATION

Please return this form to the Town Administration offices by the advertised due date. Please call for date of the Public Hearing for applications review or refer to the Public Notice.

Name: Lee W. Saperstein Home Phone: 1-508-680-1337

Mailing Address P.O. Box 1408, Nantucket, MA 02554 Work Phone: 1-573-578-7750 (cell)

Email Address: saperste@mst.edu Date Submitted: April 30. 2024

REQUESTING RE-APPOINTMENT TO: Cemetery Commission

Reasons for Committee Interest

- What has been your level of attendance at committee/board/commission meetings?

High. Zoom attendance has provided me with a connection even when I'm off Island.

- Why do you want to continue serving on the committee/board/commission?

I have a very high hope that the Select Board will deem the land known as Newtown Cemetery as a legal and recordable cemetery in the Town of Nantucket. I have put a great deal of personal effort in researching ownership of lands surrounding the cemetery as well as obtaining a copy of the 1913 Assessor's report showing the cemetery in virtually the same location as today. The ground meets the legal requirement of being an active cemetery and of having been so for over 100 years. Before I become a candidate for interment, I would like to see Newtown recognized officially as a cemetery.

Relevant Experience

- What have you brought to the committee/board/commission in terms of experience, skills, ideas, insight?

Past experience in writing state and local regulations for environmental control of natural resource extraction; surveying and mapping, which I taught to undergraduates; use of GIS systems; knowledge of dimension stone: the material used for monuments; and a growing awareness of Nantucket's human history including use of the NHA Research Library collection of burial records. I am the current Secretary of the Commission and have contributed to its records.

- How do you feel you have helped the committee/board/commission in its goal(s)/mission?

As well as taking notes for minutes, I am an active discussant in committee business. I helped Nantucket join the Black Cemetery Network and I created the 2018 research file on Newtown Cemetery. I hope to see action on this file during the forthcoming term.

Potential Conflicts of Interest

- Please list any committees appointed by the Board of Selectmen, local agencies or non-profit organizations of which you or a member of your immediate family are current members.

Roads and Right of Way Committee, Secretary; Real Estate Assessment Committee, Nantucket Civic League Executive Committee; Nantucket Town Association, Secretary, Nantucket Town Area Plan Work Group, Secretary. Scholarship Committee.

- Are you or any member of your family employed by, or receive any financial consideration from, the Town of Nantucket?

No

Endorsed by the Board of Selectmen April 26, 2006.

TOWN OF NANTUCKET
COMMITTEE INTEREST FORM/INCUMBENT
For Re-Appointment by the Select Board

RECEIVED
MAY - 3 2024
NANTUCKET TOWN ADMINISTRATION

Please return this form to the Town Administration offices by the advertised due date.
Please call for date of the Public Hearing for applications review or refer to the Public Notice.

Name: Sarah Bois **Home Phone:** 508-560-0683

Mailing Address: 3 Wappossett Circle **Work Phone:** 508-325-0873

Email Address: stbois@llnf.org **Date Submitted:** _____

REQUESTING RE-APPOINTMENT TO: Coastal Resiliency Advisory Committee

Reasons for Committee Interest

- What has been your level of attendance at committee/board/commission meetings? Majority of meetings only missing a few each year
- Why do you want to continue serving on the committee/board/commission?

After completing + then having the Seled Board adopt the Coastal resilience plan, the CRAC has been working towards implementation of the CRP priorities. I would like the opportunity to continue to plant implement these priorities. I believe I bring relevant experience in my profession (see below) as well as my perspective as a small business owner dependent on the working water front.

Relevant Experience

- What have you brought to the committee/board/commission in terms of experience, skills, ideas, insight?
- How do you feel you have helped the committee/board/commission in its goal(s)/mission?

As an ecologist, land manager + scientist, I have some professional experience in resilience planning, nature based solutions + working with our open space organizations. I also have extensive experience in grant writing and science communication which has been beneficial in CRAC. Lastly, I have been the only member with a small business dependent on the working waterfront.

Potential Conflicts of Interest

- Please list any committees appointed by the Select Board, local agencies or non-profit organizations of which you or a member of your immediate family are current members.
I work for the Linda Loring Nature Foundation. I have been on the Visitor Services Advisory Committee but am coming off of that committee
- Are you or any member of your family employed by, or receive any financial consideration from, the Town of Nantucket? No.

Endorsed by the Select Board April 26, 2006.

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TOWN OF NANTUCKET
COMMITTEE INTEREST FORM/NEW APPLICANT
For Appointment by the Select Board

RECEIVED
MAY 16 2024
NANTUCKET
TOWN ADMINISTRATION

Please return this form to the Town Administration offices by the advertised due date.
Please call for date of the Public Hearing for applications review or refer to the Public Notice.

Name: Shelly Lockwood **Home Phone:** 860-200-4139

Mailing Address: P O Box 504 Siasconset MA 02564 **Alternate Phone:**

Email Address: shellylockwood123@gmail.com **Date Submitted:** 5/15/24

REQUESTING APPOINTMENT TO: Coastal Resiliency Advisory

Reasons for Committee Interest

- Have you ever attended a meeting of the committee/board/commission?
- Why are you interested in this committee/board/commission?
- Are you prepared to commit to the meeting schedule of the committee/board/commission?

I have attended several meetings via Zoom over the past year or so.
Coastal resiliency and rising sea levels are a bit of passion for me.
I am 100% committed to the committee's meeting schedule.

Relevant Experience

- What experience, skills or insight would you bring to the committee/board/commission?
- What would you hope to accomplish on the committee/board/commission?

I have been listening in and contributing to CRAC meetings for about a year.
I worked with Leah Hill and Isabelle Perkins to create a continuing ed module for real estate agents and on the consumer handout for home buyers and real estate agents.

Potential Conflicts of Interest

- Please list any committees appointed by the Select Board, local agencies or non-profit organizations of which you or a member of your immediate family are current members. none

- Are you or any member of your family employed by, or receive any financial consideration from, the Town of Nantucket? no

TOWN OF NANTUCKET
COMMITTEE INTEREST FORM/INCUMBENT
For Re-Appointment by the Select Board

RECEIVED
APR 26 2024
NANTUCKET TOWN ADMINISTRATION

Please return this form to the Town Administration offices by the advertised due date.
Please call for date of the Public Hearing for applications review or refer to the Public Notice.

Name: LINDA F. WILLIAMS **Home Phone:** 508-221-0432

Mailing Address: PO BOX 1446, NANT, MA 02554 **Work Phone:**

Email Address: CZARINALINDA@COMCAST.NET **Date Submitted:** 4/25/2024

REQUESTING RE-APPOINTMENT TO: CONSERVATION COMMISSION

Reasons for Committee Interest

- What has been your level of attendance at committee/board/commission meetings? REGULARLY-MISSED LESS THAN 5 in 3 YRS.
- Why do you want to continue serving on the committee/board/commission? YES I HAVE ENJOYED MY TIME ON THE CON COM - IT IS AN IMPORTANT REGULATORY BOARD ON NANTUCKET

Relevant Experience

- What have you brought to the committee/board/commission in terms of experience, skills, ideas, insight?
- How do you feel you have helped the committee/board/commission in its goal(s)/mission?

REASONABLE, RATIONAL, FAIR, THOUGHTFUL my 41 YEARS IN TOWN GOVERNMENT ON ALL REGULATORY BOARDS GIVES ME A UNIQUE PERSPECTIVE - AND I UNDERSTAND HOW THE PROCESS WORKS - WORKING WITH THE PUBLIC

Potential Conflicts of Interest

- Please list any committees appointed by the Select Board, local agencies or non-profit organizations of which you or a member of your immediate family are current members.
  ON COUNCIL ON AGING, CONTRACT REVIEW COMMITTEE, HOUSING AUTHORITY, HARBOR PLAN WORK GROUP CHAIRMAN -
- Are you or any member of your family employed by, or receive any financial consideration from, the Town of Nantucket? ON A PENSION FROM THE TOWN - RETIRED

Endorsed by the Select Board April 26, 2006.

TOWN OF NANTUCKET
COMMITTEE INTEREST FORM/INCUMBENT
For Re-Appointment by the Board of Selectmen

Please return this form to the Town Administration offices by the advertised due date.
Please call for date of the Public Hearing for applications review or refer to the Public Notice.

RECEIVED
MAY 10 2024
NANTUCKET TOWN ADMINISTRATION

Name: Ian Golding **Home Phone:** 508.325.0562

Mailing Address: Box 2883, Nantucket MA 02584 **Work Phone:** 617.791.1551

Email Address: almac1@comcast.net **Date Submitted:** May 10, 2024

REQUESTING RE-APPOINTMENT TO: Conservation Commission

Reasons for Committee Interest

- What has been your level of attendance at committee/board/commission meetings?
- Why do you want to continue serving on the committee/board/commission?

Continuous, either in person, by Zoom or, on a few occasions, by teleconference.

I hope that the experience that I have gained in the past twelve years, and the knowledge I have accrued, would be helpful both to the Commission and the Town going forward should the Select Board decide to reappoint me.

Relevant Experience

- What have you brought to the committee/board/commission in terms of experience, skills, ideas, insight?
- How do you feel you have helped the committee/board/commission in its goal(s)/mission?

Life-long association with the island, family involved in the genesis of the Conservation Foundation, resident for the past forty-four years, have served on the Energy Study Committee, the NHC, the CPC, and CRAC, current member of BPAC, also served as an evaluator for the Sustainable Planet Grants Committee of the Threshold Foundation.

I have tried to serve on ConCom with diligence, patience, courtesy and moderation, and have done my best to balance the competing interests before the Commission as far as the regulations, as I have understood them, allow.

Potential Conflicts of Interest

- Please list any committees appointed by the Board of Selectmen, local agencies or non-profit organizations of which you or a member of your immediate family are current members.

ConCom; BPAC; Threshold Foundation

- Are you or any member of your family employed by, or receive any financial consideration from, the Town of Nantucket?

No

Endorsed by the Board of Selectmen April 26, 2006.

TOWN OF NANTUCKET
COMMITTEE INTEREST FORM/NEW APPLICANT

For Appointment by the Select Board

RECEIVED
MAY 17 2024
NANTUCKET TOWN ADMINISTRATION

Please return this form to the Town Administration offices by the advertised due date.
Please call for date of the Public Hearing for applications review or refer to the Public Notice.

Name: John M. Schaefer **Home Phone:** 802-371-7552

Mailing Address: 10A Miacomet Ave Nantucket, MA 02554 **Alternate Phone:**

Email Address: john@stowemountainbuilders.com **Date Submitted:** 5/17/2024

REQUESTING APPOINTMENT TO: CONSERVATION COMMISSION

Reasons for Committee Interest

- Have you ever attended a meeting of the committee/board/commission?
- Why are you interested in this committee/board/commission?
- Are you prepared to commit to the meeting schedule of the committee/board/commission?

I have never attended a meeting. I'm interested in sitting on the Commission to help protect the beautiful place in which I live and work. I am fully prepared to commit to the meeting schedule, every other Thursday at 5:00 PM.

Relevant Experience

- What experience, skills or insight would you bring to the committee/board/commission?
- What would you hope to accomplish on the committee/board/commission?

I have been either a summer or permanent resident on the Island since 1972 and have experienced the growth and change first hand. I own and operate a small construction business and understand the necessity of the Wetlands Protection Act. I would hope to improve the communication between the Commission and the Town regarding the important issues they will face together.

Potential Conflicts of Interest

- Please list any committees appointed by the Select Board, local agencies or non-profit organizations of which you or a member of your immediate family are current members.

  NONE

- Are you or any member of your family employed by, or receive any financial consideration from, the Town of Nantucket?

  NO

TOWN OF NANTUCKET
COMMITTEE INTEREST FORM/INCUMBENT
For Re-Appointment by the Select Board

RECEIVED
MAY 07 2024
NANTUCKET
TOWN ADMINISTRATION

Please return this form to the Town Administration offices by the advertised due date.
Please call for date of the Public Hearing for applications review or refer to the Public Notice.

Name: JOHN BELASH **Home Phone:** 508-228-4003

Mailing Address: 6 FARMER ST, NANTUCKET **Work Phone:**

Email Address: john.belash@live.com **Date Submitted:** May, 2024

REQUESTING RE-APPOINTMENT TO: Contract Review Committee

Reasons for Committee Interest

- What has been your level of attendance at committee/board/commission meetings?
- Why do you want to continue serving on the committee/board/commission?

Over 90%
I have institutional memory related to the early days of the committee and its evolution to encouraging effectiveness in overseeing the effective use by the grantees of the Town of Nantucket's contributions and active promotion of interaction of grantees toward achieving the above goal.

Relevant Experience

- What have you brought to the committee/board/commission in terms of experience, skills, ideas, insight?
- How do you feel you have helped the committee/board/commission in its goal(s)/mission?

Active career as a practicing lawyer, experience as arbitrator in legal disputes, and history of working with Nantucket-based non-profit organizations.

Potential Conflicts of Interest

- Please list any committees appointed by the Select Board, local agencies or non-profit organizations of which you or a member of your immediate family are current members. Athenaeum Board · Nantucket Arts Council
Two Centre Street Restoration

- Are you or any member of your family employed by, or receive any financial consideration from, the Town of Nantucket?

NO

Endorsed by the Select Board April 26, 2006.

TOWN OF NANTUCKET
COMMITTEE INTEREST FORM/INCUMBENT

For Re-Appointment by the Select Board

RECEIVED
APR 24 2024
TOWN ADMINISTRATION

Please return this form to the Town Administration offices by the advertised due date.
Please call for date of the Public Hearing for applications review or refer to the Public Notice.

Name: Sue Mynttinen **Home Phone:** 617-331-1278

Mailing Address: PO Box 2849, Nantucket 02584 **Work Phone:** —

Email Address: Ms.doucet@gmail.com **Date Submitted:** 4/18/24

REQUESTING RE-APPOINTMENT TO: Council for Human Services

Reasons for Committee Interest

- What has been your level of attendance at committee/board/commission meetings?
- Why do you want to continue serving on the committee/board/commission?

My attendance at council meetings is reliable. I may have missed 1 meeting during my previous term. I am an active member of the council and have been recently elected as co-chair. I am engaged as part of the review of the Health and Human Services branch of the Town and am looking forward to continuing with the process and assisting in implementing proposed changes.

Relevant Experience

- What have you brought to the committee/board/commission in terms of experience, skills, ideas, insight?
- How do you feel you have helped the committee/board/commission in its goal(s)/mission?

I bring over 10 years of experience working on Nantucket in the human services sector. I was part of the recent behavioral health assessment in 2021 and am an active volunteer in the community. On the council I am a voice for often overlooked populations and serve as one of the council's appointees to the Contract Review Committee where we consider applications for Town funds. I hope to continue that role and help to create a more objective and streamlined grant process.

Potential Conflicts of Interest

- Please list any committees appointed by the Select Board, local agencies or non-profit organizations of which you or a member of your immediate family are current members.
  PASCON Foundation Employee, Warming Place Member
- Are you or any member of your family employed by, or receive any financial consideration from, the Town of Nantucket?
  I received a Town of Nantucket scholarship in 2023.

Endorsed by the Select Board April 26, 2006.

TOWN OF NANTUCKET
COMMITTEE INTEREST FORM/INCUMBENT
For Re-Appointment by the Select Board

RECEIVED
MAY 07 2024
NANTUCKET
TOWN ADMINISTRATION

Please return this form to the Town Administration offices by the advertised due date.
Please call for date of the Public Hearing for applications review or refer to the Public Notice.

Name: Veronica Bolcik **Home Phone:** 201-788-6261

Mailing Address: 61 Old South Road Ste 325 Nantucket, MA 02554 **Work Phone:** —

Email Address: Vbolcik@gmail.com **Date Submitted:** 4/28/2024

REQUESTING RE-APPOINTMENT TO: Council for Human Services

Reasons for Committee Interest

- What has been your level of attendance at committee/board/commission meetings?
- Why do you want to continue serving on the committee/board/commission?

Since my appointment in February 2022, I have not missed a meeting. With hybrid option for attendance available, I have attended via zoom or in-person.
My professional and personal life has always revolved around Human Services. Since joining the CHS, my knowledge of Island services and the growing need of our population has also grown. I would like to continue to serve our Island community at this critical juncture.

Relevant Experience

- What have you brought to the committee/board/commission in terms of experience, skills, ideas, insight?
- How do you feel you have helped the committee/board/commission in its goal(s)/mission?

I joined CHS during the pandemic while the council was reforming after years of a hiatus. My managerial and analytical skills have helped to focus the CHS as it enters a new stage in its role in the overall town delivery of Human Services. During the past 2½ yrs. as part of CHS, I have sat on the Contract Review Committee. These roles are critical in funding and identifying needs. The knowledge I have gained will be helpful as the process is revamped to better serve the community and the Town of Nantucket.

Potential Conflicts of Interest

- Please list any committees appointed by the Select Board, local agencies or non-profit organizations of which you or a member of your immediate family are current members.
  Beside CHS, I sit on the Contract Review Committee.
  My Husband Kerry McKenna sits on the Board of Health.
- Are you or any member of your family employed by, or receive any financial consideration from, the Town of Nantucket?
  NO

Endorsed by the Select Board April 26, 2006.

TOWN OF NANTUCKET
COMMITTEE INTEREST FORM/INCUMBENT
For Re-Appointment by the Select Board

RECEIVED
APR 26 2024
TOWN ADMINISTRATION

Please return this form to the Town Administration offices by the advertised due date.
Please call for date of the Public Hearing for applications review or refer to the Public Notice.

Name: LINDA F. WILLIAMS **Home Phone:** 508-221-0432

Mailing Address: PO BOX 1446, NANT, MA 02554 **Work Phone:**

Email Address: CZARINALINDA@COMCAST.NET **Date Submitted:** 4/26/2024

REQUESTING RE-APPOINTMENT TO: COUNCIL ON AGING

Reasons for Committee Interest

- What has been your level of attendance at committee/board/commission meetings? REGULARLY
- Why do you want to continue serving on the committee/board/commission? YES

IT IS A DEDICATED GROUP OF PEOPLE TO HELP THE OLDER MEMBERS OF THE COMMUNITY GET THE SERVICES THEY NEED.

Relevant Experience

- What have you brought to the committee/board/commission in terms of experience, skills, ideas, insight?
- How do you feel you have helped the committee/board/commission in its goal(s)/mission?

51 YEARS LIVING ON NANTUCKET HAS GIVEN ME GREAT INSITE INTO NEEDS OF THE OLDER MEMBERS OF THE COMMUNITY - NOT TO MENTION I AM THAT I AM A BABY-BOOMER MYSELF - PAST MEMBER OF SEVERAL HUMAN SERVICE RELATED ENTITIES - HOSPICE, EMT, HUMAN SERVICES COMM, HABITAT, ETC.

Potential Conflicts of Interest

- Please list any committees appointed by the Select Board, local agencies or non-profit organizations of which you or a member of your immediate family are current members.

CONSERVATION COMMISSION, CONTRACT REVIEW COMMITTEE, HOUSING AUTHORITY, HARBOR PLAN WORK GROUP

- Are you or any member of your family employed by, or receive any financial consideration from, the Town of Nantucket? TOWN RETIREE - PENSION

Endorsed by the Select Board April 26, 2006.

TOWN AND COUNTY OF NANTUCKET

16 Broad Street
Nantucket, Massachusetts 02554

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

April 12, 2024

Judith Perkins
PO Box 432
Nantucket, MA 02554

Dear Jude:

Our records indicate that your term expires June 30, 2024 for your seat on the Council on Aging. If you are interested in being considered for re-appointment, please complete the attached "Committee Interest Form/Incumbent" and "Statement of Commitment" form and return them to Town Administration by email, or mail or drop off to Erika Mooney, Town Administration, 16 Broad Street, Nantucket, MA 02554 by **Friday, May 17, 2024 at 12:00 PM.** If you choose not to apply for re-appointment, please check the box at the bottom of this letter and return it to me by the methods listed above.

Please also note that you will have the opportunity to review your application with the Select Board on **Wednesday, June 5, 2024** at **5:30 PM** at the Public Safety Facility Community Room at 4 Fairgrounds Road or by remote participation via Zoom Webinar. Committee appointments are scheduled for June 26, 2024. If you have any questions or would like further information, please call (508) 228-7266 or email me at emooney@nantucket-ma.gov. Thank you.

Sincerely,

Erika Mooney
Operations Administrator

Attachment

☒ I do not intend to apply for reappointment.

Signature

RECEIVED
MAY - 3 2024
NANTUCKET TOWN ADMINISTRATION

TOWN OF NANTUCKET
COMMITTEE INTEREST FORM/NEW APPLICANT

For Appointment by the Select Board

RECEIVED
MAY 16 2024
NANTUCKET
TOWN ADMINISTRATION

Please return this form to the Town Administration offices by the advertised due date.
Please call for date of the Public Hearing for applications review or refer to the Public Notice.

Name: Lisa Sherburne **Home Phone:** 508-560-0204

Mailing Address: 7 Burnt Swamp Lane **Alternate Phone:** N/A

Email Address: lisa@nantucketrealestate-com **Date Submitted:** May 16, 2024

REQUESTING APPOINTMENT TO: Council on Aging

Reasons for Committee Interest

- Have you ever attended a meeting of the committee/board/commission? No
- Why are you interested in this committee/board/commission?
- Are you prepared to commit to the meeting schedule of the committee/board/commission? Yes

I am very interested in helping seniors continue to have a good quality of life & not feel isolated in their later years.

Relevant Experience

- What experience, skills or insight would you bring to the committee/board/commission?
- What would you hope to accomplish on the committee/board/commission?

I have an affinity for seniors and have worked with several in my capacity as a personal fitness trainer. I hope to bring some new ideas to help keep our senior population engaged & active.

Potential Conflicts of Interest

- Please list any committees appointed by the Select Board, local agencies or non-profit organizations of which you or a member of your immediate family are current members. N/A

- Are you or any member of your family employed by, or receive any financial consideration from, the Town of Nantucket? No

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RECEIVED
MAY 17 2024
NANTUCKET TOWN ADMINISTRATION

TOWN OF NANTUCKET
COMMITTEE INTEREST FORM/INCUMBENT
For Re-Appointment by the Select Board

Please return this form to the Town Administration offices by the advertised due date.
Please call for date of the Public Hearing for applications review or refer to the Public Notice.

Name: Tony Wagner **Home Phone:** 202-390-1680

Mailing Address: 41 Surfside Rd., Nantucket **Work Phone:**

Email Address: tonyrwagner@gmail.com **Date Submitted:** 5/16/24

REQUESTING RE-APPOINTMENT TO: Cultural Council

Reasons for Committee Interest

- What has been your level of attendance at committee/board/commission meetings?
- Why do you want to continue serving on the committee/board/commission?

- I have attended all but 2 Council meetings.
- I want to continue serving because I can see the momentum and new projects that have begun and would like to continue assisting in their success. I fully believe in and am committed to the mission of the Council.

Relevant Experience

- What have you brought to the committee/board/commission in terms of experience, skills, ideas, insight?
- How do you feel you have helped the committee/board/commission in its goal(s)/mission?

- I have brought the perspective of an island arts non-profit administrator. My experience in grant-making, peer-review and awards management has helped to streamline the grants process. I believe I have helped the Council expand its goals and feel a second term will help see new projects through.

Potential Conflicts of Interest

- Please list any committees appointed by the Select Board, local agencies or non-profit organizations of which you or a member of your immediate family are current members.

  - Just my current appointment to the NCC.

- Are you or any member of your family employed by, or receive any financial consideration from, the Town of Nantucket?

  - NO

Endorsed by the Select Board April 26, 2006.

From: **Joseph Wright** jhw3@icloud.com
Subject:
Date: April 28, 2024 at 10:27 AM
To:

April 28, 2024

TOWN OF NANTUCKET COMMITTEE INTEREST FORM/INCUMBENT For Re-Appointment by The Select Board

Joseph H Wright
15 Clifton Street P O Box 475, Siasconset MA 02564
Phone 508-617-0764
Email Addresses <jwright@nantucket-ma.gov> <jhw3@me.com>

RECEIVED
APR 29 2024
NANTUCKET
TOWN ADMINISTRATION

REQUESTING RE-APPOINTMENT TO FINANCE COMMITTEE (FinCom)

Reasons for Committee Interest:

1) What has been your level of attendance at committee/board commission meetings?

I was advised of my election to FinCom in August of 2023. By the time I had my schedule aligned with FinCom meetings it was October 1. I had missed 3 September meetings all of which I viewed afterwords on the Town website. Since October 1 there have been 22 meetings of FinCom. I missed one which I watched the next day on the Town website.

One of my learnings from my 7 months as an active member of the FinCom is that one of the requirements in a Democracy is that there be a place where a citizen who is passionate about an idea or change in the way things are done or rules which exist may go and get a respectful hearing from those with some degree of power to effect change. We perform this function for both Citizen and Town Articles which will be discussed and voted on at Town Meeting.

2) Why do you wast to continue serving on FinCom?
We are year round residents of Nantucket since October of 2021. We have owned a house here since 1992. I have been a visitor since 1948 and only missed 5 years since then without time on Nantucket. I feel it is important to give back. Although as "One from away" for many years I had a level of knowledge about the Island and how the Government worked, I am very interested in increasing that knowledge. FinCom allows me to learn about zoning; planning; governance; finances; the people in the Town Government; conservation; major social issues and much more.

3) What have I brought to FinCom in terms of experience, skills, ideas and insight?
I have a 34 years of experience as a banker and investment banker and believe I am a financially sophisticated person. My experience was in New York, Geneva Switzerland and Toronto Canada. I have served on the boards of more than 20 corporations, mostly public, and some not for profits. Three times as Chair of corporate boards. I bring many years of governance experience as well. I was Treasurer of the Siasconset Chapel for 3 years.

4) How do you feel you have helped the FinCom in its goals/mission?
As its newest member by definition I had the least knowledge of any of its members. I viewed my short term as one where I should listen more than speak which I think I did. I did comment when I felt I had the necessary facts and an opportunity to be constructively helpful. I very much hope I have an opportunity for a full term where I will be able to better contribute. Importantly, I know what I don't know. I have served on the Board of The Community Foundation since June of 2021 so I am very familiar with many of the issues addressed by this organization: mental health, housing shortages, food insecurity , lack of affordable child care for example.

Potential Conflicts of Interest:
5) Committees, local agencies or non profits of which I or a member of my immediate family are current members:
I have served as a Trustee of The Community Foundation of Nantucket since June of 2021. My term ends in June of 2024
My wife Betsy is on the Board of Nantucket Cottage Hospital
Our Daughter Amanda is Director of Crisis and Community Relations at Fairwinds

6) Am I or anyone in my family employed by or receive any financial consideration from the Town of Nantucket?
No!

TOWN OF NANTUCKET
COMMITTEE INTEREST FORM/INCUMBENT
For Re-Appointment by the Select Board

RECEIVED
MAY - 3 2024
NANTUCKET TOWN ADMINISTRATION

Please return this form to the Town Administration offices by the advertised due date.
Please call for date of the Public Hearing for applications review or refer to the Public Notice.

Name:	Peter N Schaeffer	***Home Phone:***	973-570-7632
Mailing Address:	PO Box 755 Siasconset MA 02564	***Work Phone:***	
Email Address:	pnschaeffer@gmail.com	***Date Submitted:***	May 1, 2024

REQUESTING RE-APPOINTMENT TO: Finance Committee

Reasons for Committee Interest

- **What has been your level of attendance at committee/board/commission meetings?**
- **Why do you want to continue serving on the committee/board/commission?**

I believe that my attendance, over the past three years has been exceptional and to my recollection, I have not missed a meeting.

I would like to remain on the committee as it takes 2-3 years to feel comfortable commenting and participating. Being re-appointed to FinCom would be good for me as well as the committee. I also represent the committee on the Our Island Home Committee and the Solid Waste Committee.

Relevant Experience

- **What have you brought to the committee/board/commission in terms of experience, skills, ideas, insight?**
- **How do you feel you have helped the committee/board/commission in its goal(s)/mission?**

My participation in our discussions is frequent and I believe, helpful. My work experience relates to many of the articles as well as budget issues.
Representing FinCom on several committees I have worked hard to bring conflicting opinions together. This includes the New Senior Center Committee, and the Short-term rental committee as well as the two committees mentioned above.

Potential Conflicts of Interest

- **Please list any committees appointed by the Select Board, local agencies or non-profit organizations of which you or a member of your immediate family are current members.**

None

- **Are you or any member of your family employed by, or receive any financial consideration from, the Town of Nantucket?**

No

Endorsed by the Select Board April 26, 2006.

TOWN OF NANTUCKET
COMMITTEE INTEREST FORM/INCUMBENT

For Re-Appointment by the Select Board

RECEIVED
MAY 06 2024
NANTUCKET
TOWN ADMINISTRATION

Please return this form to the Town Administration offices by the advertised due date.
Please call for date of the Public Hearing for applications review or refer to the Town Notice.

Name: Jeremy Bloomer **Home Phone:** 2035502613

Mailing Address: 15 Gardner Street **Work Phone:** same

Email Address: Nantucket, Mass. **Date Submitted:** 4/28/24

REQUESTING RE-APPOINTMENT TO: Finance Committee

Reasons for Committee Interest

- What has been your level of attendance at committee/board/commission meetings? very high
- Why do you want to continue serving on the committee/board/commission?

Over the last 18 months I have been fortunate to meet many members of town government, staff and volunteer committee members, as I have been exposed to two warrant review / budget analysis cycles for the ATM. I would like to use this knowledge of town government and critical personal relationships to continually improve and expand my efforts on the Finance Committee to more efficiently and productively allocate Town resources for the community

Relevant Experience

- What have you brought to the committee/board/commission in terms of experience, skills, ideas, insight?
- How do you feel you have helped the committee/board/commission in its goal(s)/mission?

My over 40 years in finance serving on over a dozen boards and cofounding five major startups have given me the skills to ask the most appropriate questions of aspirants seeking town funding. This has allowed me to help shape the Finance Committee's approach to not just deciding recomendations of on Warrant articles and budgets, but improving them on behalf of the voters.

Potential Conflicts of Interest

- Please list any committees appointed by the Select Board, local agencies or non-profit organizations of which you or a member of your immediate family are current members. Pascoa BOD, Change of Government Study Committee, and Nantucket Offshore Wind Group
- Are you or any member of your family employed by, or receive any financial consideration from, the Town of Nantucket?

No

Endorsed by the Select Board April 26, 2006.

RECEIVED

MAY 14 2024

NANTUCKET TOWN ADMINISTRATION

TOWN OF NANTUCKET
FINANCE COMMITTEE INTEREST FORM

For Appointment by the Select Board

Please return this form to the Town Administration offices by the advertised due date.
Please call for date of the Public Hearing for applications review or refer to the Public Notice.

Name: Kathleen Richen **Home Phone:** 508-237-6803 - don't use

Mailing Address: PO Box 3302, 02584 **Alternate Phone:** 508-259-7339

Email Address: richenkathleen@gmail.com **Date Submitted:** 5/14/24

REQUESTING APPOINTMENT TO **FINANCE COMMITTEE**
(No member of the Finance Committee shall be a Town or County officer or directly interested in the expenditures of the Town's appropriations (Nantucket Code Chapter 11-1).

Reasons for Committee Interest

- Why are you interested in being on the Finance Committee?

The recommendations of the finance committee help to complete the work of Town Meeting. I want to participate in it.

Relevant Experience

- What experience, skills or insight would you bring to the Finance Committee?
- What would you hope to accomplish on the Finance Committee?

I was operations coordinator for the Finance Dept for over 20 years. I understand the budget process and Munis.

Ability to Participate

- Are you prepared to commit to the meeting schedule of the Finance Committee?
- Have you attended meetings of the Finance Committee and if so how many/how often?

I am ready to attend meetings. I attended fin comm meetings many times with various finance directors.

Potential Conflicts

- Please list any committees appointed by the Select Board, local agencies or non-profit organizations of which you or a member of your immediate family are current members. I was on Council on Aging at one point. I am a Nobeknight Old Fellow.
- Are you or any member of your family employed by, or receive any financial consideration from, the Town of Nantucket? I work part time paying bills for CPC. I work at ATM + Elections.

TOWN OF NANTUCKET
COMMITTEE INTEREST FORM/INCUMBENT

For Re-Appointment by the Select Board

RECEIVED
APR 18 2024
NANTUCKET TOWN ADMINISTRATION

Please return this form to the Town Administration offices by the advertised due date.
Please call for date of the Public Hearing for applications review or refer to the Public Notice.

Name: Carrie Thornewill **Home Phone:** 508 228 9161

Mailing Address: 48 Dukes Rd **Work Phone:** 508 333 0697

Email Address: office@thornewilldesign.com **Date Submitted:** _____

REQUESTING RE-APPOINTMENT TO: Associate Member HDC

Reasons for Committee Interest

- What has been your level of attendance at committee/board/commission meetings?
- Why do you want to continue serving on the committee/board/commission?

Regular attendance in person and zoom but for a few months last Fall after emergency eye surgery.
I feel that I contribute an experienced view/ perspective having worked in this field since 1996.

Relevant Experience

- What have you brought to the committee/board/commission in terms of experience, skills, ideas, insight?
- How do you feel you have helped the committee/board/commission in its goal(s)/mission?

My Architectural education (BA from the Boston Architectural Center) and work experience on Nantucket Qualify me to sit on the HDC.
I feel that I have a balanced perspective between preservation and progress. I have either visited as a summer person or lived here since 1965.

Potential Conflicts of Interest

- Please list any committees appointed by the Select Board, local agencies or non-profit organizations of which you or a member of your immediate family are current members.

—

- Are you or any member of your family employed by, or receive any financial consideration from, the Town of Nantucket?

Husband Luke Coaches NHS tennis team

Endorsed by the Select Board April 26, 2006.

RECEIVED
APR 18 2024
NANTUCKET TOWN ADMINISTRATION

TOWN OF NANTUCKET
COMMITTEE INTEREST FORM/INCUMBENT
For Re-Appointment by the Select Board

Please return this form to the Town Administration offices by the advertised due date.
Please call for date of the Public Hearing for applications review or refer to the Public Notice.

Name: Brian Sullivan **Home Phone:** 508 414 1878

Mailing Address: 21 Main Street **Work Phone:** 508 228 4467

Email Address: Sully@fisherNantucket.com **Date Submitted:** 4/18/24

REQUESTING RE-APPOINTMENT TO: Affordable Housing Trust

Reasons for Committee Interest

- What has been your level of attendance at committee/board/commission meetings?
- Why do you want to continue serving on the committee/board/commission?

95% attendance.

I am the current chair of the AHTF. We have made great progress during my tenure in this seat. With new staff and a housing director I feel I have institutional knowledge to share that would be lost if I were not in my current role

Relevant Experience

- What have you brought to the committee/board/commission in terms of experience, skills, ideas, insight?
- How do you feel you have helped the committee/board/commission in its goal(s)/mission?

Many years committed to the trust as a member including as the chairperson. 25 years as a successful full time real estate broker on Nantucket.

Growing awareness on island to achieve regular funding from ATM negotiate and target viable properties for projects.

Potential Conflicts of Interest

- Please list any committees appointed by the Select Board, local agencies or non-profit organizations of which you or a member of your immediate family are current members.

  NONE

- Are you or any member of your family employed by, or receive any financial consideration from, the Town of Nantucket?

  NO

Endorsed by the Select Board April 26, 2006.

TOWN AND COUNTY OF NANTUCKET

16 Broad Street
Nantucket, Massachusetts 02554

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

April 12, 2024

Reema Sherry
60 Pochick Avenue
Nantucket, MA 02554

Dear Reema:

Our records indicate that your term expires June 30, 2024 for your at-large seat on the Nantucket Affordable Housing Trust. If you are interested in being considered for re-appointment, please complete the attached "Committee Interest Form/Incumbent" and "Statement of Commitment" form and return them to Town Administration by email, or mail or drop off to Erika Mooney, Town Administration, 16 Broad Street, Nantucket, MA 02554 by **Friday, May 17, 2024 at 12:00 PM.** If you choose not to apply for re-appointment, please check the box at the bottom of this letter and return it to me by the methods listed above.

Please also note that you will have the opportunity to review your application with the Select Board on **Wednesday, June 12, 2024** at **5:30 PM** at the Public Safety Facility Community Room at 4 Fairgrounds Road or by remote participation via Zoom Webinar. Committee appointments are scheduled for June 26, 2024. If you have any questions or would like further information, please call (508) 228-7266 or email me at emooney@nantucket-ma.gov. Thank you.

Sincerely,

Erika Mooney

Erika Mooney
Operations Administrator

Attachment

☑ I do not intend to apply for reappointment.

Signature Reema S. Sherry

RECEIVED
APR 29 2024
NANTUCKET TOWN ADMINISTRATION

TOWN OF NANTUCKET
COMMITTEE INTEREST FORM/INCUMBENT
For Re-Appointment by the Select Board

RECEIVED
MAY 09 2024
NANTUCKET TOWN ADMINISTRATION

Please return this form to the Town Administration offices by the advertised due date.
Please call for date of the Public Hearing for applications review or refer to the Public Notice.

Name: Shantaw S. Bloise-Murphy **Home Phone:** 774-236-0899

Mailing Address: 3 Spinnaker Circle, Nantucket, MA. 02554 **Work Phone:** _____

Email Address: sbloise17@gmail.com **Date Submitted:** 05/08/2024

REQUESTING RE-APPOINTMENT TO: Nantucket Affordable Housing Trust

Reasons for Committee Interest

- What has been your level of attendance at committee/board/commission meetings?
- Why do you want to continue serving on the committee/board/commission?

I rarely miss a meeting & regularly participate in discussions. Affordable Housing is a subject that hits close to home having relied on various affordable housing orgs to remain on Island. The many resources available are not well-known to the people who need it & I want to continue to play an active role in working towards affordable housing options & sharing the information.

Relevant Experience

- What have you brought to the committee/board/commission in terms of experience, skills, ideas, insight?
- How do you feel you have helped the committee/board/commission in its goal(s)/mission?

I have served 3 years on the committee thus far. I also worked for Housing Nantucket for 3 years and have experienced the construction of Affordable houses from land acquisition through to handing over keys to residents.

Potential Conflicts of Interest

- Please list any committees appointed by the Select Board, local agencies or non-profit organizations of which you or a member of your immediate family are current members.

Nantucket School Committee, Nantucket new School Board, Nantucket Book Foundation

- Are you or any member of your family employed by, or receive any financial consideration from, the Town of Nantucket?

My husband works for Nantucket Community School. I am Director of Culture & Tourism for the Town.

Endorsed by the Select Board April 26, 2006.

TOWN OF NANTUCKET
COMMITTEE INTEREST FORM/NEW APPLICANT

For Appointment by the Select Board

Please return this form to the Town Administration offices by the advertised due date.
Please call for date of the Public Hearing for applications review or refer to the Public Notice.

Name: Boyd S. Boggess **Home Phone:** Cell: 781-960-5176

Mailing Address: 61 Old South Road, Suite 445 Nantucket, MA 02554 **Alternate Phone:**

Email Address: bboggess@paynebouchier.com **Date Submitted:** 5/16/2024

REQUESTING APPOINTMENT TO: Nantucket Affordable Housing Trust

Reasons for Committee Interest

- Have you ever attended a meeting of the committee/board/commission?
- Why are you interested in this committee/board/commission?
- Are you prepared to commit to the meeting schedule of the committee/board/commission?

I am a newly arrived year round resident and I am looking forward to becoming involved in the community. I am a lifelong construction industry professional; presently I am the General Manager of Construction and Property Management for Payne/Bouchier's Nantucket clients. I am interested in serving on the Nantucket Affordable Housing Trust because my skills and experience will enhance the Trust's ability to achieve its several goals.

I am prepared to commit to the Trust's meeting schedule.

Relevant Experience

- What experience, skills or insight would you bring to the committee/board/commission?
- What would you hope to accomplish on the committee/board/commission?

As an experienced general contractor, I will share my understanding of building restoration, construction design parameters, site planning and selection, project feasibility, cost effective scheduling and project management skills with the Trust. I also have had relevant experience with universal design and adaptive renovation for use by disabled individuals who wished to remain in their own homes.

As a Trust member, I anticipate collaborating with the individuals from other professions to foster robust strategies that we put into action to create and sustain affordable housing on Nantucket.

Potential Conflicts of Interest

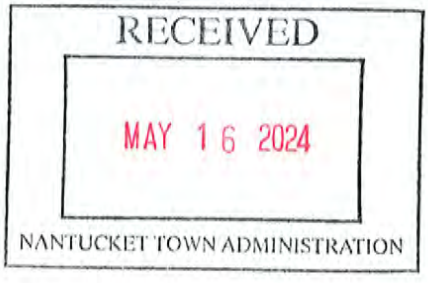
- Please list any committees appointed by the Select Board, local agencies or non-profit organizations of which you or a member of your immediate family are current members.

  None.

- Are you or any member of your family employed by, or receive any financial consideration from, the Town of Nantucket?

  No.

2015 - Present. General Manager and Project Manager, Payne/Bouchier, Boston.
2012 - 2015. Project Development Manager, Paul Morse Constructions, Somerville.
2012 - Present. Massachusetts Construction Supervisor License (unrestricted).
1999 - Present. Florida Certified General Contractor.
BA, University of Virginia.
Holderness School.



RECEIVED

MAY 17 2024

TOWN ADMINISTRATION

TOWN OF NANTUCKET
COMMITTEE INTEREST FORM/NEW APPLICANT

For Appointment by the Select Board

Please return this form to the Town Administration offices by the advertised due date.
Please call for date of the Public Hearing for applications review or refer to the Public Notice.

Name: KIM McMahon (Schlott) **Home Phone:** 908-342-1000

Mailing Address: 36B Sesachacha Rd Nantucket (Quidnet) **Alternate Phone:**

Email Address: kim@classicschlott.com **Date Submitted:** May 16, 2024

REQUESTING APPOINTMENT TO: Affordable Housing

Reasons for Committee Interest

- Have you ever attended a meeting of the committee/board/commission?
- Why are you interested in this committee/board/commission?
- Are you prepared to commit to the meeting schedule of the committee/board/commission?

Respectfully, I request that you consider the attached letter with specific responses to your questions.

Relevant Experience

- What experience, skills or insight would you bring to the committee/board/commission?
- What would you hope to accomplish on the committee/board/commission?

Kindly see attached.

Potential Conflicts of Interest

- Please list any committees appointed by the Select Board, local agencies or non-profit organizations of which you or a member of your immediate family are current members.

- Are you or any member of your family employed by, or receive any financial consideration from, the Town of Nantucket?

No

RECEIVED

MAY 17 2024

NANTUCKET TOWN ADMINISTRATION

From: Kim Schlott
To: Maureen Coleman
Cc: Kim McMahon
Subject: TOWN OF NANTUCKET COMMITTEE INTEREST for Appointment by Select Board
Date: Thursday, May 16, 2024 2:08:36 PM

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

Dear Select Board,

I am writing to express my sincere interest in apply for a position to help increase the availability of Affordable Housing on Nantucket.

Applicant:
Kim McMahon (Schlott)
36B Sesachacha Road, ACK
C: 908-342-1000
kimmcmahon@protonmail.com

As a 18-year homeowner in Quidnet, I only become an official resident of MA within the past few years affording me the opportunity to attend my first Town Meeting just this month. I genuinely found the entire process to be fascinating: from the high level of citizens' involvement, to their passionate testimonies, to the occasional awkwardness but consistent tone of respect, orderliness, grace and occasional wit and humor. A shining example of democracy at work. I shared my "nerdy" enthusiasm for the process with other longtime islanders (often feeling as if I were on "an island of my own" LOL) and all paths led me to you. My attorney, John Bresher, forwarded me information. My friend and taxi driver, Diane, connected me with Kristie, and various key players names came up at meetings I recently participated in as a new member of the Advisory Board to Housing Nantucket.

Why Affordable Housing?
Reasons for committee interest.
It's obvious to anyone on our tiny finite, famously expensive island how necessary and lacking affordable housing is. I recognize the need and welcome solutions.
I recently attended my first Boys & Girls Club fundraiser and walked away enlightened by the tremendous benefits the organization affords our functioning microcosm. The generosity of those with financial wherewithal providing affordable child-support to those whom, in turn, provide everyone essentials from hospital, education, fire and safety support to landscaping, housekeeping and grocery bagging … "It takes an island" and seeing the synergistic functioning communities of our island to benefit our island-family-children made me proud. The unique finite aspect of our ocean engulfed landmass offers Nantucket the ability to be an exemplary microcosm for all. I want to be an active participant!
I recently became active as an advisory board member of Housing Nantucket and this experience has sparked my interest in finding solutions to Nantucket's affordable housing crisis.

My brief introduction to Kristie, today, afforded me some insight into the expectations of committee members. At present, I understand there is a bi-monthly commitment of approximately 2 hour meetings on Tuesdays at 12:30. My current obligations allow me to participate.

Relative Experience and Hopes for Accomplishment
In addition to my short lived involvement on the advisory board of Housing Nantucket, I would respectfully direct you to my LinkedIn page: Kim McMahon.
My array of professional, volunteer and personal experience include but are not limited to the following:

No Labels, DC, Deputy Chief of Staff '23/'24,
Smith Barney/ Morgan Stanley Licensed Financial Consultant,
Quidnet/Squam Association President,

Bernardsville, NJ Elected Town Committeewoman,
Gloria Nilson Residential Real Estate Co, Partner,
Volunteer Fresh Water Well-Driller in El Salvador,
Builder/Developer of 3 multi-million dollar personal residential properties in NJ
etc …

As a participant of your committee, I would hope to initially observe and learn through the experience of others. I would be entering in fresh, without preconceived ideas, biases or expectations. A willingness and ability to learn, analyze and problem solve with a proven success record of common sense people and project management plus a track record of conservative fiscal responsibility and a love of our island of Nantucket.

I suspect my active involvement with Housing Nantucket may pose as a conflict of interest and further expect that we could work together to overcome any obstacles.

Thank you for your consideration. Whatever the outcome, I wish you continued success in this essential undertaking.

Respectfully,
Kim

Sent from my iPhone

TOWN OF NANTUCKET
COMMITTEE INTEREST FORM/NEW APPLICANT

For Appointment by the Select Board

RECEIVED
MAY 17 2024
NANTUCKET
TOWN ADMINISTRATION

Please return this form to the Town Administration offices by the advertised due date.
Please call for date of the Public Hearing for applications review or refer to the Public Notice.

Name: Forest Bell **Home Phone:** (508) 221-4935 (cell)

Mailing Address: 9A Benjamin Dr. #1, Nantucket, MA 02554 **Alternate Phone:** _____

Email Address: _____ **Date Submitted:** May 17, 2024

REQUESTING APPOINTMENT TO: Nantucket Affordable Housing Trust

Reasons for Committee Interest

- Have you ever attended a meeting of the committee/board/commission?
- Why are you interested in this committee/board/commission?
- Are you prepared to commit to the meeting schedule of the committee/board/commission?

I have not attended any meetings as of yet. I am interested in joining the Trust because I am the recipient of a Habitat home. I feel it is my duty to "pay it forward" by helping others achieve the same dream.

Relevant Experience

- What experience, skills or insight would you bring to the committee/board/commission?
- What would you hope to accomplish on the committee/board/commission?

I experienced many years deep within the Nantucket shuffle. My background in education and the law would also be beneficial to the Trust.

Potential Conflicts of Interest

- Please list any committees appointed by the Select Board, local agencies or non-profit organizations of which you or a member of your immediate family are current members.

  My ex-wife, Jesse Bell, is Director of the Land Bank.

- Are you or any member of your family employed by, or receive any financial consideration from, the Town of Nantucket? I work at the Nantucket Community Pool on Saturdays.

TOWN OF NANTUCKET
COMMITTEE INTEREST FORM/NEW APPLICANT
For Appointment by the Select Board

RECEIVED
MAY 16 2024
NANTUCKET TOWN ADMINISTRATION

Please return this form to the Town Administration offices by the advertised ~~due date~~.
Please call for date of the Public Hearing for applications review or refer to the Public Notice.

Name: Angus MacLeod **Home Phone:** (508) 257-6789

Mailing Address: P.O.Box 7055, Siasconset, MA 02564 **Alternate Phone:**

Email Address: angusonack@gmail.com **Date Submitted:** May 16, 2024

REQUESTING APPOINTMENT TO: Nantucket Historical Commission

Reasons for Committee Interest

- Have you ever attended a meeting of the committee/board/commission?
- Why are you interested in this committee/board/commission?
- Are you prepared to commit to the meeting schedule of the committee/board/commission?

Having lived in, and surrounded by 18th and 19th century houses for most of my life, specifically the last 40 years in Sconset and Town, my appreciation for the preservation of Historic Structures as individuals and as the greater fabric of the community has become my life's work. I've grown to know and love the subtle nuances of the streets, blocks, and various areas of Town and Sconset specifically, and the island in general, and want to help in every way possible to retain the character, charm, and integrity. Continuing my work with the SAG, HSAG, and the Nantucket Historical Commission would be the best way I can think to help.

Relevant Experience

- What experience, skills or insight would you bring to the committee/board/commission?
- What would you hope to accomplish on the committee/board/commission?

As a Design Professional with over 35 years experience of working on Nantucket, I'm intimately aware of the challenges and successes of striking a balance between creating/adapting to modern day living while preserving and enhancing this National Historic Landmark we call home. I've been grateful to have served my role on five separate boards (the other boards listed below) to further my mission of Preservation on Nantucket Island.

Potential Conflicts of Interest

- Please list any committees appointed by the Select Board, local agencies or non-profit organizations of which you or a member of your immediate family are current members.

Nantucket Preservation Trust, South Church Preservation Fund, Sconset Advisory Group, and Historic Structures Advisory Board, Sconset Trust, and Nantucket Historical Association.

- Are you or any member of your family employed by, or receive any financial consideration from, the Town of Nantucket? No

TOWN AND COUNTY OF NANTUCKET

16 Broad Street
Nantucket, Massachusetts 02554

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

April 12, 2024

Thomas Murray Montgomery
33 N Liberty Street
Nantucket, MA 02554

Dear Tom:

Our records indicate that your term expires June 30, 2024 for your seat on the Nantucket Historical Commission. If you are interested in being considered for re-appointment, please complete the attached "Committee Interest Form/Incumbent" and "Statement of Commitment" form and return them to Town Administration by email, or mail or drop off to Erika Mooney, Town Administration, 16 Broad Street, Nantucket, MA 02554 by **Friday, May 17, 2024 at 12:00 PM.** If you choose not to apply for re-appointment, please check the box at the bottom of this letter and return it to me by the methods listed above.

Please also note that you will have the opportunity to review your application with the Select Board on **Wednesday, June 12, 2024** at **5:30 PM** at the Public Safety Facility Community Room at 4 Fairgrounds Road or by remote participation via Zoom Webinar. Committee appointments are scheduled for June 26, 2024. If you have any questions or would like further information, please call (508) 228-7266 or email me at emooney@nantucket-ma.gov. Thank you.

Sincerely,

Erika Mooney
Operations Administrator

Attachment

☒ I do not intend to apply for reappointment.

Thomas M. Montgomery
Signature

RECEIVED
MAY 17 2024
NANTUCKET TOWN ADMINISTRATION

TOWN OF NANTUCKET
COMMITTEE INTEREST FORM/NEW APPLICANT

For Appointment by the Board of Selectmen

RECEIVED
MAY 16 2024
NANTUCKET TOWN ADMINISTRATION

Please return this form to the Town Administration offices by the advertised due date.
Please call for date of the Public Hearing for applications review or refer to the Public Notice.

Name: Liza Hatton **Home Phone:** 508-280-8925

Mailing Address: PO Box 797 Siasconset, MA 02564 **Alternate Phone:**

Email Address: lizavhatton@gmail.com **Date Submitted:** May 16, 2024

REQUESTING APPOINTMENT TO: Planning Board Alternate

Reasons for Committee Interest

- Have you ever attended a meeting of the committee/board/commission?
- Why are you interested in this committee/board/commission?
- Are you prepared to commit to the meeting schedule of the committee/board/commission?

I have attended a few planning board meetings and several other committee meetings via zoom over the past few years. I am interested specifically in the Planning board because the Board is responsible for making decisions which shape the future of our island, and the direction our growth is heading. I am prepared to commit to the meeting schedule, as I live on Island year-round.

Relevant Experience

- What experience, skills or insight would you bring to the committee/board/commission?
- What would you hope to accomplish on the committee/board/commission?

I have been coming to Nantucket for almost 40 years and I have lived here year-round for 13 of them. I have had many jobs here, most recently I have worked for a general contractor and I am a real estate agent. My husband and I spent almost 10 years living in employee housing and now we are grateful to be covenant home owners. I think I would bring the perspective of a younger resident to the board, with the goal of working together with the other members, to make reasonable decisions and have a positive impact on our community.

Potential Conflicts of Interest

- Please list any committees appointed by the Board of Selectmen, local agencies or non-profit organizations of which you or a member of your immediate family are current members.

I am a member of NAREB, the Nantucket Builder's Association and the Sconset Civic Association and the Sconset Trust.

- Are you or any member of your family employed by, or receive any financial consideration from, the Town of Nantucket?

No, we do not.

TOWN OF NANTUCKET
COMMITTEE INTEREST FORM/NEW APPLICANT

For Appointment by the Select Board

RECEIVED
MAY 20 2024
NANTUCKET TOWN ADMINISTRATION

Please return this form to the Town Administration offices by the advertised due date.
Please call for date of the Public Hearing for applications review or refer to the Public Notice.

Name: Howard Matz **Home Phone:** 917-543-6666

Mailing Address: PO Box 356, Sconset, 02564 **Alternate Phone:**

Email Address: hjmatz@gmail.com **Date Submitted:** 5/17/2024

REQUESTING APPOINTMENT TO: __Planning Committee

Reasons for Committee Interest

- Have you ever attended a meeting of the committee/board/commission?
- Why are you interested in this committee/board/commission?
- Are you prepared to commit to the meeting schedule of the committee/board/commission?

As a trained architect, development and urban planning has always been a passion of mine.

This seat on the Planning Committee affords me the opportunity to intelligently consider the complex planning and development issues facing Nantucket.

Relevant Experience

- What experience, skills or insight would you bring to the committee/board/commission?
- What would you hope to accomplish on the committee/board/commission?

Currently serving as a member of the CapCom committee and the Solid Waste Committee, I can contribute my experience in municipal finance, structured finance, contract negotiation, and commercial analysis.

Over my career, I have focused on architecture, project finance, energy and renewable power generation, debt and equity investment, finance, banking and project development.

Potential Conflicts of Interest

- Please list any committees appointed by the Select Board, local agencies or non-profit organizations of which you or a member of your immediate family are current members.

  CapCom, Solid Waste

- Are you or any member of your family employed by, or receive any financial consideration from, the Town of Nantucket?

RECEIVED

MAY 17 2024

NANTUCKET TOWN ADMINISTRATION

TOWN OF NANTUCKET
COMMITTEE INTEREST FORM/NEW APPLICANT

For Appointment by the Select Board

Please return this form to the Town Administration offices by the advertised due date.
Please call for date of the Public Hearing for applications review or refer to the Public Notice.

Name: Howard Matz **Home Phone:** 917-543-6666

Mailing Address: PO Box 356, Sconset, 02564 **Alternate Phone:**

Email Address: hjmatz@gmail.com **Date Submitted:** 5/17/2024

REQUESTING APPOINTMENT TO: ___Finance Committee / Planning AIT

Reasons for Committee Interest

- Have you ever attended a meeting of the committee/board/commission?
- Why are you interested in this committee/board/commission?
- Are you prepared to commit to the meeting schedule of the committee/board/commission?

The committee's contribution to community is significant. I especially appreciate the committee's deep dig into the issues confronting the town resulting in valuable recommendatons presented for the community's consideration.

Relevant Experience

- What experience, skills or insight would you bring to the committee/board/commission?
- What would you hope to accomplish on the committee/board/commission?

Currently serving as a member of the CapCom committee and the Solid Waste Committee, I can contribute my experience in municipal finance, structured finance, contract negotiation, and commercial analysis.

Over my career, I have focused on project finance, energy and renewable power generation, debt and equity investment, finance, banking and project development.

Potential Conflicts of Interest

- Please list any committees appointed by the Select Board, local agencies or non-profit organizations of which you or a member of your immediate family are current members.

  CapCom, Solid Waste

- Are you or any member of your family employed by, or receive any financial consideration from, the Town of Nantucket?

RECEIVED
MAY 16 2024
NANTUCKET TOWN ADMINISTRATION

TOWN OF NANTUCKET
COMMITTEE INTEREST FORM/INCUMBENT
For Re-Appointment by the Select Board

Please return this form to the Town Administration offices by the advertised due date.
Please call for date of the Public Hearing for applications review or refer to the Public Notice.

Name: John B Brescher **Home Phone:** 8-1906

Mailing Address: PO Box 816 Nantucket MA 02554 **Work Phone:** 8-0771

Email Address: johne.gibbens@gibbens.com **Date Submitted:** 5/16/24

REQUESTING RE-APPOINTMENT TO: Real Estate Assessment Committee

Reasons for Committee Interest

- What has been your level of attendance at committee/board/commission meetings?
- Why do you want to continue serving on the committee/board/commission?

I have served as the chair of the committee the last few years and have made most (if not all) the meetings.

I am excited to see the mission of the committee evolve into something a little more substantial.

Relevant Experience

- What have you brought to the committee/board/commission in terms of experience, skills, ideas, insight?
- How do you feel you have helped the committee/board/commission in its goal(s)/mission?

I have helped with the Fund Sale process for the last 15 years and my profession as a real estate attorney has helped identify and analyze possible issues with the disposition and acquisition of land.

Potential Conflicts of Interest

- Please list any committees appointed by the Select Board, local agencies or non-profit organizations of which you or a member of your immediate family are current members.

ZBA; Boys + Girls Club; Nantucket New School; A Safe Place

- Are you or any member of your family employed by, or receive any financial consideration from, the Town of Nantucket?

N/A

Endorsed by the Select Board April 26, 2006.

TOWN OF NANTUCKET
COMMITTEE INTEREST FORM/INCUMBENT
For Re-Appointment by the Select Board

RECEIVED
APR 17 2024
NANTUCKET
TOWN ADMINISTRATION

Please return this form to the Town Administration offices by the advertised due date.
Please call for date of the Public Hearing for applications review or refer to the Public Notice.

Name: Nelson Eldridge **Home Phone:** 508-257-4035

Mailing Address: Box 016 Siasconset Ma 02564 **Work Phone:**

Email Address: siasconsetsuzy@yahoo **Date Submitted:** 4-17-2024

REQUESTING RE-APPOINTMENT TO: Boards and Regl of Way Committee

Reasons for Committee Interest

- What has been your level of attendance at committee/board/commission meetings? 90%
- Why do you want to continue serving on the committee/board/commission?

I feel all parts of the island ~~to be~~ need to be represented!

Relevant Experience

- What have you brought to the committee/board/commission in terms of experience, skills, ideas, insight?
- How do you feel you have helped the committee/board/commission in its goal(s)/mission?

Lived on island 87 years

Potential Conflicts of Interest

- Please list any committees appointed by the Select Board, local agencies or non-profit organizations of which you or a member of your immediate family are current members.

Nantucket Water Commission 36 years

- Are you or any member of your family employed by, or receive any financial consideration from, the Town of Nantucket?

son Earl Eldridge call firefighter etc.

Endorsed by the Select Board April 26, 2006.

TOWN OF NANTUCKET
COMMITTEE INTEREST FORM/INCUMBENT
For Re-Appointment by the Select Board

RECEIVED
MAY - 3 2024
NANTUCKET TOWN ADMINISTRATION

Please return this form to the Town Administration offices by the advertised due date.
Please call for date of the Public Hearing for applications review or refer to the Public Notice.

Name: ROB RANNEY **Home Phone:** 508-813-5657

Mailing Address: POB 851, NANTUCKET 02554 **Work Phone:** 508-228-7200 ext 7031

Email Address: rranney@nantucket-ma.gov **Date Submitted:** 5-3-2024

REQUESTING RE-APPOINTMENT TO: ROADS + RIGHT OF WAY COMMITTEE

Reasons for Committee Interest

- What has been your level of attendance at committee/board/commission meetings?
- Why do you want to continue serving on the committee/board/commission?

I am a consistent meeting attendee. I value the work of Roads + Right of Way Committee and enjoy participating in the work of the committee. I feel it is important to contribute and give back to the Town through pubic service.

Relevant Experience

- What have you brought to the committee/board/commission in terms of experience, skills, ideas, insight?
- How do you feel you have helped the committee/board/commission in its goal(s)/mission?

As the Assessor, I bring a slightly different perspective to the committee, but I share the important fundamentals of the committee. I feel I have helped the committee with my knowledge of the island, my historical perspectives, and understanding of the public good as these relate to the mission of the committee.

Potential Conflicts of Interest

- Please list any committees appointed by the Select Board, local agencies or non-profit organizations of which you or a member of your immediate family are current members. STEAMSHIP AUTHORITY BOARD

- Are you or any member of your family employed by, or receive any financial consideration from, the Town of Nantucket? Yes. I am the Town Assessor and my sister is the Town Manager

Endorsed by the Select Board April 26, 2006.

TOWN OF NANTUCKET
COMMITTEE INTEREST FORM/INCUMBENT
For Re-Appointment by the Select Board

RECEIVED
MAY - 6 2024
NANTUCKET TOWN ADMINISTRATION

Please return this form to the Town Administration offices by the advertised due date.
Please call for date of the Public Hearing for applications review or refer to the Public Notice.

Name: Edward Gillum **Home Phone:** 508-325-1738

Mailing Address: 56 N. Liberty Street **Work Phone:** - Same

Email Address: edwardgillum@gmail.com **Date Submitted:** 5/ /2024

REQUESTING RE-APPOINTMENT TO: Roads and Right of Way Committee

Reasons for Committee Interest

- What has been your level of attendance at committee/board/commission meetings?
- Why do you want to continue serving on the committee/board/commission?

- Regular attendance be it on Zoom or in person.
- To continue with projects and efforts that I have been working on with the committee and any sub committees thereof.

Relevant Experience

- What have you brought to the committee/board/commission in terms of experience, skills, ideas, insight?
- How do you feel you have helped the committee/board/commission in its goal(s)/mission?

I understand Nantucket from my 46 years association and from living here year-round for 35 years. I have been in the real estate business for well over 30 years and understand the nuances and many of the background stories of areas involved in our missions of Prescriptive Prior Access via Chapter 91, paper roads, etc.

Potential Conflicts of Interest

- Please list any committees appointed by the Select Board, local agencies or non-profit organizations of which you or a member of your immediate family are current members.

None at present

- Are you or any member of your family employed by, or receive any financial consideration from, the Town of Nantucket?

No

I have also studied the history of roads and ways on Nantucket from various readings, and I understand property title search.

Endorsed by the Select Board April 26, 2006.

TOWN AND COUNTY OF NANTUCKET

16 Broad Street
Nantucket, Massachusetts 02554

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

April 12, 2024

Leslie W. Forbes
PO Box 392
Nantucket, MA 02554

Dear Leslie:

Our records indicate that your term expires June 30, 2024 for your seat on the Scholarship Committee. If you are interested in being considered for re-appointment, please complete the attached "Committee Interest Form/Incumbent" and "Statement of Commitment" form and return them to Town Administration by email, or mail or drop off to Erika Mooney, Town Administration, 16 Broad Street, Nantucket, MA 02554 by **Friday, May 17, 2024 at 12:00 PM.** If you choose not to apply for re-appointment, please check the box at the bottom of this letter and return it to me by the methods listed above.

Please also note that you will have the opportunity to review your application with the Select Board on **Wednesday, June 12, 2024** at **5:30 PM** at the Public Safety Facility Community Room at 4 Fairgrounds Road or by remote participation via Zoom Webinar. Committee appointments are scheduled for June 26, 2024. If you have any questions or would like further information, please call (508) 228-7266 or email me at emooney@nantucket-ma.gov. Thank you.

Sincerely,

Erika Mooney

Erika Mooney
Operations Administrator

Attachment

☒ I do not intend to apply for reappointment.

Leslie W. Forbes

Signature

RECEIVED
APR 18 2024
NANTUCKET TOWN ADMINISTRATION

Erika Mooney

From: Saperstein, Lee W. <saperste@mst.edu>
Sent: Tuesday, April 30, 2024 9:52 AM
To: Erika Mooney
Subject: Committees

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.

Erika: I will be sending you a renewal application for the Cemetery Commission in a matter of hours. I will not be re-applying for the Scholarship Committee. Most of their work is done in June, however, and I will participate fully in this year's selection. Lee

Lee and Priscilla Saperstein
P. O. Box 1408
(use street address instead only if sending via express mail services:
20 New Street)
Nantucket, MA 02554. USA
1-508-680-1337 home
1-573-578-7750 Mobile: Lee
1-573-578-7752 Mobile: Priscilla

TOWN AND COUNTY OF NANTUCKET

16 Broad Street
Nantucket, Massachusetts 02554

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

RECEIVED
MAY 17 2024
NANTUCKET
TOWN ADMINISTRATION

April 12, 2024

Margaret Detmer
94 West Chester Street
Nantucket, MA 02554

Dear Magee:

Our records indicate that your term expires June 30, 2024 for your seat on the Scholarship Committee. If you are interested in being considered for re-appointment, please complete the attached "Committee Interest Form/Incumbent" and "Statement of Commitment" form and return them to Town Administration by email, or mail or drop off to Erika Mooney, Town Administration, 16 Broad Street, Nantucket, MA 02554 by **Friday, May 17, 2024 at 12:00 PM.** If you choose not to apply for re-appointment, please check the box at the bottom of this letter and return it to me by the methods listed above.

Please also note that you will have the opportunity to review your application with the Select Board on **Wednesday, June 12, 2024** at **5:30 PM** at the Public Safety Facility Community Room at 4 Fairgrounds Road or by remote participation via Zoom Webinar. Committee appointments are scheduled for June 26, 2024. If you have any questions or would like further information, please call (508) 228-7266 or email me at emooney@nantucket-ma.gov. Thank you.

Sincerely,

Erika Mooney

Erika Mooney
Operations Administrator

Attachment

□ I do not intend to apply for reappointment.

Signature

RECEIVED

MAY 13 2024

TOWN ADMINISTRATION

TOWN OF NANTUCKET
COMMITTEE INTEREST FORM/INCUMBENT
For Re-Appointment by the Select Board

Please return this form to the Town Administration offices by the advertised due date.
Please call for date of the Public Hearing for applications review or refer to the Public Notice.

Name: Ben Champoux **Home Phone:** 508-228-2515

Mailing Address: 8 Upper Tawpawshaw Road **Work Phone:** 508-560-3368

Email Address: Benchamp1@Gmail.com **Date Submitted:** 5/13/2024

REQUESTING RE-APPOINTMENT TO: Tree Advisory Committee

Reasons for Committee Interest

- What has been your level of attendance at committee/board/commission meetings?
- Why do you want to continue serving on the committee/board/commission?

- I've Attended Most if Not All Meetings
- We Are in the Middle of A project w/ Tree Mapping + Town GIS updates that I want to See through

Relevant Experience

- What have you brought to the committee/board/commission in terms of experience, skills, ideas, insight?
- How do you feel you have helped the committee/board/commission in its goal(s)/mission?

- ISA Certified Arborist
- Massachusetts Certified Arborist
- Many Years on TAC
- Experience w/ other Town Commissions

Potential Conflicts of Interest

- Please list any committees appointed by the Select Board, local agencies or non-profit organizations of which you or a member of your immediate family are current members.

  Dave Champoux, My Father Serves as Tree Warden

- Are you or any member of your family employed by, or receive any financial consideration from, the Town of Nantucket?

  No

Endorsed by the Select Board April 26, 2006.

TOWN OF NANTUCKET
COMMITTEE INTEREST FORM/NEW APPLICANT
For Appointment by the Select Board

RECEIVED
MAY 17 2024
NANTUCKET TOWN ADMINISTRATION

Please return this form to the Town Administration offices by the advertised due date.
Please call for date of the Public Hearing for applications review or refer to the Public Notice.

Name: Emily Molden **Home Phone:** (508) 901-1901

Mailing Address: PO Box 811, Nantucket MA 02554 **Alternate Phone:**

Email Address: emilymolden@gmail.com **Date Submitted:** May 17, 2024

REQUESTING APPOINTMENT TO: Tree Advisory Committee

Reasons for Committee Interest

- Have you ever attended a meeting of the committee/board/commission?
- Why are you interested in this committee/board/commission?
- Are you prepared to commit to the meeting schedule of the committee/board/commission?

I have attended several meetings of the Tree Advisory Committee in the past, and am prepared to commit to the meeting schedule going forward.
I am familiar with the work that is conducted by this Committee and their advisory role in the review, maintenance, and planning for all aspects of the Town's tree program.

I am interested in serving on this Committee as a result of my past involvement with the Town's tree program through my work with the Nantucket Land & Water Council. I believe that our Town trees are an incredibly important resource for the island and I am very interested in working with Town staff, and existing Committee members, to support this program.

Relevant Experience

- What experience, skills or insight would you bring to the committee/board/commission?
- What would you hope to accomplish on the committee/board/commission?

I have many years of experience providing educational programs for the community on our Town trees, and also directly supported the initial creation of a GIS tree database. I have worked alongside the Town's tree warden and arborist to support outreach efforts and am familiar with the Towns Bylaws governing Town Trees.

I would like to specifically support the completion of the Town's GIS tree database and contribute to planning efforts for the future of the program.

Potential Conflicts of Interest

- Please list any committees appointed by the Select Board, local agencies or non-profit organizations of which you or a member of your immediate family are current members.

I am the Executive Director of the Nantucket Land & Water Council and am a member of the Nantucket and Madaket Harbor Plan Update Committee.

- Are you or any member of your family employed by, or receive any financial consideration from, the Town of Nantucket?

No.

RECEIVED
APR 18 2024
NANTUCKET TOWN ADMINISTRATION

TOWN OF NANTUCKET
COMMITTEE INTEREST FORM/INCUMBENT
For Re-Appointment by the Select Board

Please return this form to the Town Administration offices by the advertised due date.
Please call for date of the Public Hearing for applications review or refer to the Public Notice.

Name: John B Brescher **Home Phone:** 8-1906

Mailing Address: PO Box 816 Nantucket MA 02554 **Work Phone:** 8-0771

Email Address: johnc.glidden and glidden.com **Date Submitted:** 4/18/24

REQUESTING RE-APPOINTMENT TO: Zoning Board of Appeals

Reasons for Committee Interest

- What has been your level of attendance at committee/board/commission meetings?
- Why do you want to continue serving on the committee/board/commission?

I believe I have attended every meeting since I was appointed. I believe the Zoning Board and the Zoning code serve a vital function for the community and I enjoy serving the Town in that respect.

Relevant Experience

- What have you brought to the committee/board/commission in terms of experience, skills, ideas, insight?
- How do you feel you have helped the committee/board/commission in its goal(s)/mission?

I had previously been the zoning administrator and I had practiced before the Board prior to being appointed. I was elected Vice Chair this past year and have enjoyed serving on the Board.

Potential Conflicts of Interest

- Please list any committees appointed by the Select Board, local agencies or non-profit organizations of which you or a member of your immediate family are current members.

REAL, Nantucket Partnership for Children, Nantucket Boys & Girls Clubs, Sustainable Sports Foundation, A Safe Place

- Are you or any member of your family employed by, or receive any financial consideration from, the Town of Nantucket?

N/A

Endorsed by the Select Board April 26, 2006.

RECEIVED
APR 24 2024
NANTUCKET TOWN ADMINISTRATION

TOWN OF NANTUCKET
COMMITTEE INTEREST FORM/INCUMBENT
For Re-Appointment by the Select Board

Please return this form to the Town Administration offices by the advertised due date.
Please call for date of the Public Hearing for applications review or refer to the Public Notice.

Name: LISA BOTTICELLI **Home Phone:** _____

Mailing Address: 24 PINE STREET NANTUCKET MA 02554 **Work Phone:** 508-325 2148

Email Address: lisa@botticelliandpow.com **Date Submitted:** 4/18/2024

REQUESTING RE-APPOINTMENT TO: ZBA ALTERNATE

Reasons for Committee Interest

- What has been your level of attendance at committee/board/commission meetings? 80%
- Why do you want to continue serving on the committee/board/commission?

Because I feel that my experience being a full member of the ZBA continues to be helpful for the board as a whole.

Relevant Experience

- What have you brought to the committee/board/commission in terms of experience, skills, ideas, insight?
- How do you feel you have helped the committee/board/commission in its goal(s)/mission?

Because I am an architect I believe that I have a good understanding of reading and understanding site plans and other exhibits that are often relevant to our discussions.

Potential Conflicts of Interest

- Please list any committees appointed by the Select Board, local agencies or non-profit organizations of which you or a member of your immediate family are current members.

COMMUNITY FOUNDATION FOR NANTUCKET, HDC, PARENTS COOP

- Are you or any member of your family employed by, or receive any financial consideration from, the Town of Nantucket? NO OF NANTUCKET

Endorsed by the Select Board April 26, 2006.

BOARD OF DIRECTORS

FIRST VICE PRESIDENT
Helene Weld

SECOND VICE PRESIDENT
John Wise

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Curt Burwell
Karen Ketterer

CLERK
Joseph E. Santucci Jr.

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Elizabeth Georgantas
Christopher Griffiths
Toni McKerrow
Molly Paiement
Mary Archibald (Bebe) Poor, D.V.M.
M.S.
Justin Schaeffer
Brian Sullivan
Frances Symes
Richard Wolfe

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Sally Charpie
John Daniels
Daniel Drake
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Judith Lee
Malcolm MacNab, M.D., Ph.D.
Michael Nelson
Nathaniel Philbrick
Katherine Rhode, Ph.D.
Anne Parks Strain†
Edward Symes, III†

The Nantucket Maria Mitchell Association
4 Vestal Street
Nantucket MA 02554
(508)228-9198

May 15, 2024

Dear Select Board,

The Maria Mitchell Association (MMA) respectfully requests the Select Board to consider a noise waiver permit for our annual Stargazer Gala, occurring on July 25th starting at 6:00pm. Last year by the time most people parked and walked in it was 7pm. Our program is from 8pm – 9pm leaving an hour for our Jimmy Buffet cover band to play. The band and music are categorized as easy listening so we are hoping to end the night at 10:30pm.

Our most important fundraiser of the year will take place on the 19.70-acre property at 278 Polpis Road, the location we used last year. We will again use Valet of America for our parking valets with parking in the middle of the property to ensure guests can safety enter and exit the property without backing up onto Polpis Road. The two tents and bar will be set towards the waterfront to mitigate noise for the sparsely populated neighborhood.

We will have sufficient police detail and lavatories provided by Garden Potty including ADA.

Thank you for your consideration,

Joanna Roche

Joanna Roche
Executive Director

From:	Courtney Nerbonne
To:	Erika Mooney
Cc:	Sean Deforest; Aimee Brophy; Katherine Kirby
Subject:	Re: NOISE WAIVER REQUEST - FEDERAL ST., NANTUCKET, MA
Date:	Friday, June 21, 2024 12:46:11 PM
Attachments:	image001.png Outlook-qz0xmpiw.png

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.

Good afternoon Erika,

The request would be for Tuesday July 2nd at 10pm to July 3rd at 2am.
As far as urgency, the job given to us from Comcast has a proposed completion date of 6/28/24, so we are looking to get it done as soon as possible.

Thank you,

Courtney Nerbonne
Fiber-Optic Construction Assistant
318 Tremont St.,
Carver, MA 02330

From: Erika Mooney <EMooney@nantucket-ma.gov>
Sent: Friday, June 21, 2024 12:24 PM
To: Courtney Nerbonne <courtneynerbonne@rwbryant.com>
Cc: Sean Deforest <seandeforest@rwbryant.com>; Aimee Brophy <aimee.brophy@rwbryant.com>; Katherine Kirby <katherinekirby@rwbryant.com>
Subject: RE: NOISE WAIVER REQUEST - FEDERAL ST., NANTUCKET, MA

And, what is the urgency to get this done in the summer.

Erika

Erika D. Mooney
Operations Administrator
Town of Nantucket
16 Broad Street, Room 113
Nantucket, MA 02554

508-228-7266

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From: Courtney Nerbonne <courtneynerbonne@rwbryant.com>
Sent: Friday, June 21, 2024 12:16 PM
To: Erika Mooney <EMooney@nantucket-ma.gov>
Cc: Sean Deforest <seandeforest@rwbryant.com>; Aimee Brophy <aimee.brophy@rwbryant.com>; Katherine Kirby <katherinekirby@rwbryant.com>
Subject: NOISE WAIVER REQUEST - FEDERAL ST., NANTUCKET, MA

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.

Good afternoon Erika,

Please add the request for a noise waiver to the Select Board agenda pertaining to the R W Bryant permit request for Federal St., Nantucket, MA.

Thank you,

Courtney Nerbonne
Fiber-Optic Construction Assistant
CABLE CONSTRUCTION R.W. Bryant CONTRACTING INC. AERIAL • UNDERGROUND • INTERNAL WIRING
318 Tremont St.,
Carver, MA 02330

Agenda Item Summary

Agenda Item #	IX. **3.**
Date	6/26/2024

Staff

Erika D. Mooney, Operations Administrator

Subject

Request for approval of Historic Preservation Restriction (HPR) for 23-25 Fair Street to be held by Nantucket Preservation Trust.

Executive Summary

The Board preliminarily reviewed the HPR at its Sept. 13, 2023 meeting and pursuant to the Board's Conservation Restriction and Preservation Restriction Policy, it was sent to Town Counsel for review and an issuance of a report which is enclosed.

Staff Recommendation

Recommend the Board vote to approve the HPR for 23-25 Fair Street and find it as being in the public interest.

Background/Discussion

N/A

Impact: Environmental ☒ Fiscal ☐ Community☒ Other☐

The HPR purpose is to assure that the architectural, historic, and cultural features of the Building and Property will be retained and maintained forever substantially in their current condition for conservation and preservation purposes. To these ends, subject to Paragraphs 2 and 3 of the Restriction, the Property and Building will be retained and maintained forever substantially unchanged so that they continue to contribute to the historical setting and significance of the Nantucket Historic District; and any change of the Property or Building that will significantly impair or interfere with the Property's and Building's preservation values will be prohibited. Additionally, Grantor shall not block views of the Building from the public rights of way on Fair and Charter Streets either by intentional planting or fencing; Grantor further agrees to permit Grantee to make baseline documentation available to interested members of the public at Grantee's offices and by depositing copies of such baseline documentation in Grantee's library.

Board/Commission Recommendation

N/A

Public Outreach

N/A

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

Master Plan conservation policy

Attachments

Letter from Town Counsel

Historic Preservation Restriction for 23-25 Fair

KP | LAW
The Leader in Public Sector Law

101 Arch Street, Boston, MA 02110
Tel: 617.556.0007 | Fax: 617.654.1735
www.k-plaw.com

June 21, 2024

Vicki S. Marsh
vmarsh@k-plaw.com

Hon. Brooke Mohr and
Members of the Select Board
Nantucket Town Hall
16 Broad Street
Nantucket, MA 02554

Re: Historic Preservation Restriction – 23-25 Fair Street

Dear Members of the Select Board:

You have requested that I review the Historic Preservation Restriction (the "Restriction") from Philip A. Carpenter (the "Grantor") to the Nantucket Preservation Trust, Inc., a Massachusetts nonprofit corporation (the "Grantee"), on the property located at 23-25 Fair Street, Nantucket and the interior and exterior of the building known as the George Folger House located thereon (the "Property"). In conjunction with my review of the Restriction, I reviewed the letter from the Massachusetts Historical Commission (the "MHC") dated August 28, 2023, which approved of the latest version of the Restriction. Upon my review of the Restriction, it is my opinion that it is in acceptable form for presentation to the Select Board for your approval and determination as to whether the Restriction is in the public interest. The Restriction is in substantially the same form as approved by MHC, except that I have made certain typographical and grammatical revisions.

In reviewing the Restriction, I find, in my opinion, that it is an appropriate historic preservation restriction, which complies with the requirements of Chapter 184, §§ 31-33 of the General Laws. The Restriction is a permanent restriction on the interior and exterior of the building and the Property and is to be held by the Nantucket Preservation Trust, Inc., a non-profit Massachusetts corporation which is authorized to accept historic preservation restrictions pursuant to G.L. c. 184, §§31-33.

I reviewed the description of the Property in the Deed to Philip A. Carpenter, dated March 10, 1993, recorded with the Nantucket County Registry of Deeds in Book 409, Page 348 and find that the description of the Property is consistent with the description of the Property in the Restriction.

Please note that I did not perform a full title examination of the Property to determine whether the Grantor is the owner of the Property free of mortgages that would have a priority over the Restriction, or if foreclosed could result in a termination of the Restriction.

If I can be of further assistance to you in this matter, please do not hesitate to contact me.

Very truly yours,

Vicki S. Marsh

VSM/EMB/dmm

cc: Town Manager
Mary Bergman, Executive Director of
Nantucket Preservation Trust

893135v2/19713/0001

Ms. C. Elizabeth Gibson
Town Manager
Nantucket Town Hall
16 Broad Street
Nantucket, MA 02554

Mary Bergman, Executive Director
Nantucket Preservation Trust
11 Centre Street
Nantucket, Ma 02554

GRANT OF
HISTORIC PRESERVATION RESTRICTION

THIS HISTORIC PRESERVATION RESTRICTION is made this ____ day of _____, 2024, by and between PHILIP A. CARPENTER of 469 Whitney Road, Springfield, Vermont 05156 (hereinafter "Grantor") and the NANTUCKET PRESERVATION TRUST, INC., a nonprofit Massachusetts corporation with a mailing address of Post Office Box 158, Nantucket, Massachusetts 02554 (hereinafter "Grantee").

WITNESSETH:

WHEREAS, Grantor is owner of that certain parcel of land, together with the buildings thereon, located in Nantucket, Nantucket County, Massachusetts, now known the George Folger House and numbered as 23-25 Fair Street (hereinafter "the Property"), as described in Grantor's deed dated March 10, 1993 and recorded March 11, 1993 in the Nantucket County Registry of Deeds in Book 409, Page 348, and in Exhibit A attached hereto and incorporated herein, said Property including the following structures:

> The George Folger House (hereinafter "the Building") occupies a double lot framed by privet hedges at the southwest corner of Fair and Charter Streets in the "Fish Lots" section of Nantucket. The Building was constructed in 1837 for George Folger and is composed of a two-storey Main Block and one-and-one-half storey Rear Ell, both built of timber-frame construction. In its present form, the Building retains extensive undisturbed Greek Revival style interior and exterior finishes that date from the 1837. Notable exterior features include the house's pilastered main entry and moulded window cases with splayed lintels. Interior features of note include a main staircase with a carved acanthus newel and Greek-fret tread-ends, multiple fireplaces with wooden mantlepieces supported by columns and pilasters, pilaster mouldings with corner blocks at window and doors in the parlor and parlor chamber, broad ogee mouldings at doors and windows in other locations, paneled interior shutters, and paneled doors with original hardware. The south end of the attic of the Main Block contains exposed framing and remnants of nineteenth-century painter's shop including a pigment grinding machinery attached to the frame. The Rear Ell of the Building retains several notable utilitarian details characteristic of the 1830s in its steeply pitched rear staircase and batten doors to service areas.
>
> A contemporary one-storey, wood-frame cottage converted ca. 1960-1980 from a garage built ca. 1909-1923 (hereinafter the "Cottage") stands northwest of the Building at the rear (northwest corner of the lot) and

constitutes a modern element that does not contribute to the historical significance of the Property. A wooden storage block of less than one-story height (hereinafter the "Storage Block") stands on concrete pads east of the Cottage near the north boundary of the lot and constitutes a modern element that does not contribute to the historical significance of the Property.

WHEREAS, the Property and the Building contribute to the historic setting of the surrounding historic district;

WHEREAS, Grantee is authorized to accept historic preservation restrictions to protect property significant in local, state, and national history and culture under the provisions of Mass. Gen Laws c. 184, §§31, 32, and 33 (hereinafter "the Act");

WHEREAS, Grantee is a charitable corporation whose primary purposes include the preservation of historically significant buildings and is a qualified to accept preservation restrictions under the Act;

WHEREAS, the Building and Property are significant for their architectural design and historic uses that reflect the economic, aesthetic, and cultural history of Nantucket, Massachusetts, and that illustrate historic design, setting, materials, and workmanship;

WHEREAS, the Building and Property are a contributing resource to the Nantucket Historic District, listed in the National Register of Historic Places and as a National Historic Landmark on November 13, 1966, as amended on October 16, 2012, are located within the Nantucket Historic District established by the Town of Nantucket on June 4, 1970; are included in the State Register of Historic Places, are historically significant for their architecture, associations, and/or archaeology, and qualify for the protections of perpetual preservation restrictions under the Act;

WHEREAS, Grantor and Grantee recognize the architectural, historic, and cultural values (hereinafter the "preservation values") and significance of the Building and Property, and have the common purpose of conserving and preserving the aforesaid preservation values and significance of the Building and Property;

WHEREAS, the preservation values of the Building and the Property are documented in a set of reports, drawings, and photographs (hereinafter the "Baseline Documentation") attached hereto and incorporated herein by reference as Exhibits A, B, C, and D, which Baseline Documentation the parties agree provides an accurate representation of the Building Property as of the effective date of this grant;

WHEREAS, the Baseline Documentation shall consist of the following: (1) Legal Description of Property (Exhibit A); (2) Nantucket Assessor's Map #42 detail depicting Parcel 42.3.2.194 (Exhibit B); (3) a set of eleven (11) exterior and twenty-one (21) interior photographs produced by Brian Pfeiffer, dated February 2, 2020, and four (4) interior photographs of the attic produced by Rita Carr, dated March 29, 2022, (Exhibit C); "George Folger House," Massachusetts Historical Commission Inventory Form B prepared by Brian Pfeiffer and Rita Carr, dated July 27, 2022 (Exhibit D); copies of said Baseline Documentation to be kept on file at the offices of the Grantee.

WHEREAS, the grant of a preservation restriction by the Grantor to Grantee on the Property and the Building will assist in preserving and maintaining the Property and the Building, and its architectural, historic, and cultural features for the benefit of the people of the Town and County of Nantucket, Commonwealth of Massachusetts, and the United States of America; and

WHEREAS, to that end, Grantor desires to grant to Grantee, and Grantee desires to accept, a preservation restriction in perpetuity on the Property and the Building pursuant to the Act;

NOW, THEREFORE, in consideration of Ten ($10.00) Dollars and other good and valuable consideration, the receipt of which is hereby acknowledged, and pursuant to M.G.L. chapter 184, sections 31, 32, and 33, Grantor does hereby voluntarily grant and convey unto the Grantee this preservation restriction (hereinafter "the Restriction") in gross in perpetuity over the Building and the Property.

1. PURPOSE. It is the Purpose of this Restriction to assure that the architectural, historic, and cultural features of the Property and the Building as defined herein will be retained and maintained as set forth herein forever substantially in their current condition for conservation and preservation purposes. To these ends, subject to Paragraphs 2 and 3 of this Restriction, the Property and the Building will be retained and maintained forever substantially unchanged so that they continue to contribute to the historical setting and significance of the Nantucket Historic District; and any change of the Property or the Building that will significantly impair or interfere with the preservation values of the Property or the Building is hereby prohibited.

2. **GRANTOR'S COVENANTS.**

2.1 **Grantor's Covenants: Covenant to Maintain.** Grantor agrees at all times to maintain, replace, repair, and reconstruct the Building, as hereinafter set forth, as necessary to preserve the Building in substantially the same structural condition and state of repair as that existing on the effective date of this Restriction. Grantor's obligation to maintain shall also require that the Property's open space area to the north of the Building

be preserved as open space. Subject to the casualty provisions of Paragraphs 7 and 8 of this Restriction, this obligation to maintain shall require replacement, rebuilding, repair, and reconstruction of the exterior of the Building whenever necessary in accordance with *The Secretary of the Interior's Standards for the Treatment of Historical Properties with Guidelines for Preserving, Rehabilitating, Restoring and Reconstructing Historic Buildings* (36 C.F.R. 67 and 68), as these may be amended from time to time (hereinafter "the Secretary's Standards"). For the purpose of identifying categories of Major Maintenance requiring review and approval by Grantee and Minor Maintenance that, pursuant to Paragraph 6(c) hereof, does not require such review, copies of maintenance guidelines are attached hereto and incorporated herein by reference as Exhibit E and hereinafter referred to as the "Restriction Guidelines." Grantor's obligation to maintain shall be subject to the provisions of Paragraphs 3.1(f) and 6(b) hereof.

2.2 **Grantor's Covenants: Prohibited Activities.** The following acts or uses are expressly forbidden on, over, or under the Property, except as otherwise conditioned in this Paragraph:

(a) the Building shall not be demolished, removed, re-located, or razed except as provided in Paragraphs 7 and 8 hereof;

(b) nothing shall be erected or allowed to grow on the Property that would impair the visibility of the Building from Fair or Charter Streets;

(c) the dumping of ashes, trash, rubbish, or any other unsightly or offensive materials is prohibited on the Property;

(d) the Property shall not be divided or subdivided in law or in fact, except for minor lot line adjustments that do not result in the creation of additional buildable lots; and

(e) no aboveground utility transmission lines, except those reasonably necessary for the existing Building or made pursuant to utility easements already recorded, may be created on the Property.

3. **GRANTOR'S CONDITIONAL RIGHTS.**

3.1 **Conditional Rights Requiring Approval by Grantee.** Without the prior express written approval of Grantee, which approval may not be unreasonably withheld, but which may be subject to such reasonable conditions as Grantee in its discretion may determine, Grantor shall not undertake any of the following actions on the Building:

(a) alter the following features of the Building, subject, however, to the maintenance covenants of Paragraph 2.1 hereof:

(1) exterior massing: the footprint, roof planes, chimney placement of the Building:

(2) structural elements: foundation walls, chimney bases and stacks, internal timber-frame construction including all sills, posts, plates, girts, tie-beams, joists, studs, wind braces, rafters, purlins, ridgepoles, and other timber-frame elements of the Building;

(3) exterior architectural features of the Building including the façade (east elevation), south, west and north elevations of the Main Block, and the south, west, and north elevations of the Rear Ell; such protected architectural features shall include:

a. all rubble-stone and brick foundation walls, the central-chimney cap, and the chimney cap at the Rear Ell;
b. all windows, window sash, splayed window caps, window mouldings, and window frames;
c. all wooden trimmings including the main (east) entry, rear (south) entry at the Rear Ell, rear (north) entry at the Rear Ell, rounded corner boards, boxed cornices, and moulded rake boards; and
d. all roof surfaces;

(4) the floor plan of the Building (including both the Main Block and Rear Ell) at their first and second storeys, and at the attic of the Main Block shall not be modified; existing doorways, partitions, staircases, hallways, closets and other spaces shall be maintained as they now exist;

(5) interior architectural features and finishes of the Building at the first and second storeys (including the Main Block and Rear Ell); such protected features shall include:

a. all existing wooden floors, lime plaster walls, lime plaster ceilings, and cornices; all chair-rails, baseboards, doors and door cases, door hardware, windows and window cases, paneled window bases, paneled interior shutters; all five fireplaces (four currently open and one blocked), hearths, and mantelpieces;
b. the front staircase (southeast room at Main Block) between the first and second storeys, and the rear staircase (west of the kitchen in the Rear Ell) between the first and second storeys,

including all newels, railings, balusters, treads, risers, cupboards, and closets;

c. the attic staircase that rises from the second storey of the ell to the attic of the Main Block in a closed well of vertical sheathing boards with wooden treads and risers;
d. the south end of the attic including its exposed framing, surviving pigment grinder, and paint evidence of the painter's shop that once existed in this space; and
e. all original hardware including mortise locks, thumb latches, butt hinges HL hinges, and wrought-iron gudgeons at fireplaces;

(b) erect or replace any external signs or external advertisements except: (i) such plaque permitted under Paragraph 12.8 of this Restriction and (ii) a sign stating solely the address of the Property;

(c) make permanent substantial topographical changes to the Property;

(d) construct additional service structures, or enlarge or re-configure existing service structures or paving;

(e) change the use of the Building and the Property to any use which Grantee reasonably determines would conflict with the Purpose of the Restriction; and

(f) conduct activities identified as Major Maintenance and Minor Maintenance in the Restriction Guidelines that reasonably may be expected to make material changes in the exterior appearance, materials, or workmanship of the protected features of the Building, except as otherwise provided herein.

3.2 **Archaeological Activities.** The conduct of archaeological activities, including without limitation survey, excavation, and artifact retrieval, may occur only following the submission of an archaeological field investigation plan prepared by Grantor and approved in writing by Grantee and the State Archaeologist of the Massachusetts Historical Commission (Mass. Gen. Laws, c. 9, §27C, 950 C.M.R. 70.00).

3.3 **Review of Grantor's Requests for Approval.** In connection with Grantee's approval of the conditional rights set forth in Paragraphs 3.1 and 3.2 above, Grantor shall submit to Grantee two copies of information (including plans, specifications, and designs, and Nantucket Historic District Commission application and materials where appropriate) identifying the proposed activity with reasonable specificity. In connection therewith, Grantor shall also submit to Grantee a timetable for the proposed activity sufficient to permit Grantee to monitor such activity. Within forty-five (45) days of Grantee's receipt of any plan or written request for approval hereunder, Grantee shall

certify in writing that (a) it approves the plan or request, or (b) it disapproves the plan or request as submitted, in which case Grantee shall provide Grantor with written suggestions for modification or a written explanation for Grantee's disapproval. Any failure by Grantee to act within forty-five (45) days of receipt of Grantor's submission or resubmission of plans or requests shall be deemed to constitute approval by Grantee of the plan or request as submitted and to permit Grantor to undertake the proposed activity in accordance with the plan or request submitted so long as the request sets forth the provisions of this Paragraph relating to deemed approval after the passage of time, provided nothing herein shall be construed to permit Grantor to undertake any of the activities prohibited hereunder.

4. **STANDARDS FOR REVIEW.** Grantee shall apply the Secretary's Standards in exercising any authority created by this Restriction to inspect the Property or the Building for the sole purpose of evaluating any construction to or alteration, repair, maintenance, or reconstruction of the exterior of the Building; to review any construction, alteration, repair, or maintenance; or to review casualty damage or to reconstruct or approve reconstruction of the Building following casualty damage.

5. **PUBLIC ACCESS.** Grantor shall not block views of the Building from the public rights of way on Fair and Charter Streets either by intentional planting or fencing; Grantor further agrees to permit Grantee to make baseline documentation available to interested members of the public at Grantee's offices and by depositing copies of such baseline documentation in Grantee's library.

6. **GRANTOR'S RESERVED RIGHTS NOT REQUIRING FURTHER APPROVAL BY GRANTEE.** Subject to the provisions of Paragraphs 2.1, 2.2, 3.1 and 3.2 of this Restriction, the following rights, uses, and activities of or by Grantor on, over, or under the Property are permitted by this Restriction and by Grantee without further approval by Grantee:

(a) the right to engage in all those activities and uses that: (i) are permitted by governmental statute or regulation; and (ii) are not inconsistent with the Purpose of this Restriction;

(b) the right to conduct Minor Maintenance of the Building, as such maintenance is defined in the Restriction Guidelines, that is not reasonably expected to make material changes in the appearance, materials, or workmanship of the Building, provided such work is done strictly according to the Secretary's Standards, and provided that the Grantor uses in-kind materials, applied with workmanship comparable to that which was used in the construction or application of those materials being repaired or maintained, for the purpose of retaining in good condition the appearance and construction of the Building.

Changes in appearance, materials, or workmanship from that existing prior to the maintenance and repair require the prior approval of the Grantee in accordance with the provisions of Paragraph 3 of this Restriction;

(c) the right to continue all manner of existing residential use and enjoyment of the Building, Cottage, and Property, including but not limited to the right to maintain existing walkways and driveway with the use of same or similar surface materials; the right to maintain existing utility lines and plantings; the right to cut, remove, and clear grass or other vegetation, and the right to perform routine maintenance, landscaping, horticultural activities, and upkeep, consistent with the Purpose of this Restriction and Paragraphs 2 and 3 of this Restriction;

(d) the right to renovate, update, and otherwise alter or change the interior of the Cottage provided that such renovations, updating or alterations shall not require the enlargement of the Cottage;

(e) the right to conduct in the Building or on the Property activities that are not inconsistent with the protection of the preservation values of the Property and the Building; and

(f) The right to make such modifications to the Building as may be required by governmental entities to comply with local, state or federal laws, provided that such changes are reviewed and approved by the Grantee whose approval shall not be unreasonably withheld.

7. **CASUALTY DAMAGE OR DESTRUCTION; INSURANCE.** In the event that the Building or any part thereof shall be damaged or destroyed by fire, flood, windstorm, hurricane, earth movement, or other casualty, Grantor shall notify Grantee in writing within fourteen (14) days of such damage or destruction, such notification to include what, if any, emergency work has already been completed. Grantor shall undertake no repairs or reconstruction of any type, other than temporary emergency work to prevent further damage to the Building and to protect public safety, without Grantee's prior written approval. Within thirty (30) days of the date of damage or destruction, if required by Grantee, Grantor at its expense shall submit to the Grantee a written report prepared by a qualified restoration architect and an engineer who are acceptable to Grantor and Grantee, which report shall include the following:

(a) an assessment of the nature and extent of the damage;

(b) a determination of the feasibility of the restoration of the Building and/or reconstruction of damaged or destroyed portions of the Building; and

(c) a report of such restoration/reconstruction work necessary to return the Building to the condition existing as of the date hereof.

8. **REVIEW AFTER CASUALTY DAMAGE OR DESTRUCTION.** If, after reviewing the report provided in Paragraph 7 above and assessing the availability of insurance proceeds after satisfaction of any mortgagee's/lender's claims under Paragraph 9 hereof, Grantor and Grantee agree that the Purpose of the Restriction will be served by such restoration/reconstruction, Grantor and Grantee shall establish a schedule under which Grantor shall complete the restoration/reconstruction of the Building in accordance with plans and specifications consented to by the parties up to at least the total of the casualty insurance proceeds available to Grantor.

If, after reviewing the report and assessing the availability of insurance proceeds after satisfaction of any mortgagee's/lender's claims under Paragraph 9 hereof, Grantor and Grantee agree that restoration/reconstruction of the Property is impractical or impossible, or agree that the Purpose of the Restriction would not be served by such restoration/reconstruction, Grantor may, with the prior written consent of the Grantee, alter, demolish, remove, or raze the Building, and/or construct new improvements on the Property. Grantor and Grantee may then agree to seek to extinguish this Restriction in whole or in part in accordance with the laws of the Commonwealth of Massachusetts and Paragraph 14 hereof.

If, after reviewing the report and assessing the availability of insurance proceeds after satisfaction of any mortgagee's/lender's claims under Paragraph 9 of this Agreement, Grantor and Grantee are unable to agree that the Purpose of the Restriction will or will not be served by such restoration/reconstruction, the matter may be referred by either party to binding arbitration and settled in accordance with the Commonwealth of Massachusetts's arbitration statute then in effect, provided however that nothing herein shall compel the Grantor to expend funds in excess of those received from insurance proceeds.

9. **Insurance.** Grantor shall keep the Property insured by an insurance company rated "A" or better by Best's as currently insured. Such insurance shall include Grantee's interest and name Grantee as an additional insured. Grantor shall deliver to Grantee, within ten (10) business days of Grantee's written request thereof, certificates of such insurance coverage; provided, however, that whenever the Property is encumbered with a mortgage or deed of trust, nothing contained in this Paragraph shall jeopardize the prior claim, if any, of the mortgagee/lender to the insurance proceeds. If the Grantor conveys the Property to a person or entity, then the subsequent Property owner shall be obligated to keep the Property insured by an insurance company rated "A" or better by Best's for the guaranteed building cost against loss from perils commonly insured under

standard fire and extended coverage policies and comprehensive general liability insurance against claims for personal injury, death, and property damage, such property damage insurance to include change in condition and building ordinance coverage, in form and amount sufficient to replace fully the damaged Property and Building without cost or expense to Grantor or contribution or coinsurance from Grantor.

10. **INDEMNIFICATION.** Grantor hereby agrees to pay, protect, indemnify, hold harmless and defend at its own cost and expense, Grantee, its agents, directors, officers, and employees, or independent contractors from and against any and all claims, liabilities, expense, costs, damages, losses, and expenditures (including reasonable attorney's fees and disbursements hereafter incurred) arising out of or in connection with injury to or death of any person as a result of the existence of this Restriction; physical damage to the Property; the presence or release in, on, or about the Property, at any time, of any substance now or hereafter defined, listed, or otherwise classified pursuant to any law, ordinance, or regulation as a hazardous, toxic, polluting, or contaminating substance; or other injury, death, or other damage occurring on or about the Property, unless such injury, death, or damage is caused by Grantee or any agent, director, officer, employee, or independent contractor of Grantee. In the event that Grantor is required to indemnify Grantee pursuant to the terms of this Paragraph, the amount of such indemnity, until discharged, shall constitute a lien on the Property.

11. **TAXES.** Grantor shall pay immediately, when first due and owing, all general taxes, special taxes, special assessments, water charges, sewer service charges, and other charges which may become a lien on the Property unless Grantor timely objects to the amount or validity of the assessment or charge and diligently prosecutes an appeal thereof, in which case the obligation hereunder to pay such charges shall be suspended for the period permitted by law for prosecuting such appeal and any applicable grace period following completion of such action. In place of Grantor, Grantee is hereby authorized, but in no event required or expected, to make or advance upon three (3) days prior written notice to Grantor any payment relating to taxes, assessments, water rates, sewer rentals and other governmental or municipality charge, fine, imposition, or lien asserted against the Property. Grantee may make such payment according to any bill, statement, or estimate procured from the appropriate public office without inquiry into the accuracy of such bill, statement, or assessment or into the validity of such tax, assessment, sale, or forfeiture. Such payment if made by Grantee shall constitute a lien on the Property.

12. **ADMINISTRATION AND ENFORCEMENT**

12.1. **Written Notice.** Any notice which either Grantor or Grantee may desire or be required to give to the other party shall be in writing and shall be delivered by one of the following methods – by overnight courier postage prepaid, registered, or certified

mail with return receipt requested, or hand delivery; if to Grantor, then to the Philip A. Carpenter, 469 Whitney Road, Springfield, Vermont 05156, and if to Grantee, then to Nantucket Preservation Trust, Inc., at 11 Centre Street, P.O. Box 158, Nantucket, Massachusetts 02554.

Each party may change its address set forth herein by a notice to such effect to the other party.

12.2. **Evidence of Compliance.** Upon request by Grantor, Grantee shall promptly furnish Grantor with certification that, to the best of Grantee's knowledge, Grantor is in compliance with the obligations of Grantor contained herein or that otherwise evidences the status of this Restriction to the extent of Grantee's knowledge thereof.

12.3. **Inspection.** Grantee shall be permitted to conduct an annual inspection of the Property, including the exterior and interior of the Building, in order to confirm Grantor's compliance with this Preservation Restriction Agreement. Such inspection shall be conducted at reasonable times and following advance notice to the Grantor of no less than ten (10) days. Grantor covenants not to withhold unreasonably its consent in determining dates and times for such inspections.

12.4. **Grantee's Remedies.** Grantee may, following thirty (30) days written notice to Grantor, institute suit(s) to enjoin any violation of the terms of this Restriction by *ex parte*, temporary, preliminary, and/or permanent injunction, including prohibitory and/or mandatory injunctive relief, and to require the restoration of the Property and Building to the condition and appearance that existed prior to the violation complained of. Grantee shall also have available all legal and other equitable remedies to enforce Grantor's obligations hereunder.

In the event Grantor is found to have violated any of its obligations, which violation has continued more than thirty (30) days after notice by the Grantee to the Grantor, Grantor shall reimburse Grantee for any reasonable costs or expenses incurred in connection with Grantee's enforcement of the terms of this Restriction, including court costs and attorneys', architectural, engineering, and expert witness fees.

In the event that Grantor is required to reimburse Grantee pursuant to the terms of this Paragraph, the amount of such reimbursement until discharged shall constitute a lien on the Property.

Exercise by Grantee of one remedy hereunder shall not have the effect of waiving or limiting any other remedy, and the failure to exercise any remedy shall not have the

effect of waiving or limiting the use of any other remedy or the use of such remedy at any other time.

12.5 **Notice from Government Authorities.** Grantor shall deliver to Grantee copies of any notice of violation or lien relating to the Property received by Grantor from any government authority within ten (10) business days of receipt by Grantor. Upon request by Grantee, Grantor shall promptly furnish Grantee with evidence of Grantor's compliance with such notice or lien where compliance is required by law.

12.6 **Notice of Proposed Sale.** Grantor shall promptly notify Grantee in writing of any proposed sale of the Property prior to sale closing.

12.7 **Liens.** Any lien on the Property created pursuant to any Paragraph of this Restriction may be confirmed by judgment and foreclosed by Grantee in the same manner as a mechanic's lien provided in Mass. Gen. Laws c. 254, §5, except that no lien created pursuant to this Restriction shall jeopardize the priority of any recorded lien of mortgage or deed of trust given in connection with a promissory note secured by the Property.

12.8 **Plaque.** Grantor agrees that Grantee may provide and maintain a plaque on the Property, which plaque shall not exceed 6 inches by 24 inches in size, giving notice of the significance of the Building and the existence of this Restriction. The plaque shall be approved by Grantor prior to installation, such approval not to be unreasonably withheld.

13. **BINDING EFFECT; ASSIGNMENT.**

13.1 **Runs with the Land.** Except as provided in Paragraphs 8 and 14, the obligations imposed by this Restriction shall be effective in perpetuity and shall be deemed to run as a binding servitude with the Building and Property. This Restriction shall extend to and be binding upon Grantor and Grantee, their respective successors in interest, and all persons hereafter claiming by, under, or through Grantor and Grantee, and the words "Grantor" and "Grantee" when used herein shall include all such persons. Any right, title, or interest herein granted to Grantee also shall be deemed granted to each successor and assign of Grantee and each such following successor and assign thereof, and the word "Grantee" shall include all such successors and assigns.

Anything contained herein to the contrary notwithstanding, an owner of the Building and the Property shall have no obligation pursuant to this instrument when such owner shall cease to have any ownership interest in the Building and the Property by reason of a *bona fide* transfer. The restrictions, stipulations, and covenants contained in this Restriction shall be included by Grantor, by express reference, in any subsequent deed or other legal instrument by which Grantor divests itself of the fee simple title to or

any lesser estate in the Building and the Property or any part hereof, including by way of example and not limitation, a lease of all or a portion of the Property, but excluding any lease with a term of fewer than one hundred twenty (120) days.

13.2 **Assignment.** Subject to Grantor's consent, which consent shall not be unreasonably withheld, Grantee may convey, assign, or transfer this Restriction to a local, state, or national organization that qualifies under the Act to hold preservation restrictions whose purposes, *inter alia*, are to include the preservation of historically significant buildings or sites, or if no such organization agrees to accept such assignment, then to a unit of federal, state, or local government, provided than any such conveyance, assignment, or transfer requires that the Purpose for which the Restriction was granted will continue to be carried out as a condition of the transfer. Grantee shall give Grantor sixty (60) days written notice prior to making any such assignment.

13.3. **Recording and Effective Date.** Grantee shall do and perform at its own cost all acts necessary to the prompt recording of this instrument in the land records of the County of Nantucket. Grantor and Grantee intend that the restrictions arising under this Restriction take effect on the day and year this instrument is recorded in the land records of the County of Nantucket.

14. **EXTINGUISHMENT**. Grantor and Grantee hereby recognize that circumstances may arise that may make impossible the continued ownership or use of the Property and the Buildings in a manner consistent with the Purpose of this Restriction and necessitate extinguishment of the Restriction. Such circumstances may include, but shall not be limited to, partial or total destruction of the Buildings resulting from casualty. Extinguishment shall meet the requirements of the Act for extinguishment including approvals following public hearings by the Town of Nantucket and the Massachusetts Historical Commission as required by the Act to determine that such extinguishment is in the public interest. Unless otherwise required by applicable law at the time, in the event of any sale of all or a portion of the Property (or of any other property received in connection with an exchange or involuntary conversion of the Property) after such extinguishment, all expenses reasonably incurred by Grantor and Grantee in connection with such sale shall be paid out of the sale proceeds; and the net proceeds shall be paid to Grantor unless otherwise ordered by a court or other government authority of competent jurisdiction.

15. **CONDEMNATION.** If all or any part of the Property is taken under the power of eminent domain by public, corporate, or other authority, or otherwise acquired by such authority through a purchase in lieu of a taking, Grantor and Grantee shall join in appropriate proceedings at the time of such taking to recover the full value of those interests in the Property that are subject to the taking and all incidental and direct damages resulting from the taking. All expenses reasonably incurred by Grantor and

Grantee in connection with such taking shall be paid out of the recovered proceeds; and the net proceeds shall be paid to Grantor unless otherwise ordered by a court or other government authority of competent jurisdiction.

16. **INTERPRETATION.** The following provisions shall govern the effectiveness, interpretation, and duration of the Restriction.

(a) Any rule of strict construction designed to limit the breadth of restrictions on alienation or use of the Building and the Property shall not apply in the construction or interpretation of this Restriction, and this instrument shall be interpreted broadly to effect its Purpose and the transfer of rights and the restrictions on use herein contained.

(b) This instrument may be executed in two counterparts, one of which may be retained by the Grantor, and the other, after recording, to be retained by the Grantee. In the event of any discrepancy between the counterparts produced, the recorded counterpart shall in all cases govern. In the event of any discrepancy between two copies of any documentation retained by the parties, the copy retained by Grantee shall control.

(c) This instrument is made pursuant to the provisions of the Act, but the invalidity of the Act or any part thereof shall not affect the validity and enforceability of this Restriction according to its terms, it being the intent of the parties to agree and to bind themselves, their successors, and their assigns in perpetuity to each term of this instrument whether this instrument be enforceable by reason of any statute, common law, or private agreement in existence either now or hereafter. The invalidity or unenforceability of any provision of this instrument shall not affect the validity or enforceability of any other provision of this instrument or any ancillary or supplementary agreement relating to the subject matter thereof.

(d) Nothing contained herein shall be interpreted to authorize or permit Grantor to violate any ordinance or regulation relating to building materials, construction methods, or use. In the event of any conflict between any such ordinance or regulation and the terms hereof, Grantor promptly shall notify Grantee of such conflict and shall cooperate with Grantee and the applicable governmental entity to accommodate the purposes of both this Restriction and such ordinance or regulation.

(e) To the extent that Grantor owns or is entitled to development rights which may exist now or at some time hereafter by reason of the fact that under any applicable zoning or similar ordinance the Property may be developed to use more intensive (in terms of height, bulk, or other objective criteria related by such ordinances) than the Property and Building are devoted as of the date hereof, such development rights shall not be exercisable on, above, or below the Property and the Building during the term of

the Restriction, nor shall they be transferred to any adjacent parcel and exercised in a manner that would interfere with the Purpose of the Restriction.

17. **AMENDMENT.** If circumstances arise under which an amendment to or modification of this Restriction would be appropriate, Grantor and Grantee may by mutual written agreement jointly amend this Restriction, provided that no amendment shall be made that will adversely affect the qualification of the Restriction or the status of Grantee under any applicable laws, including the laws of the Commonwealth of Massachusetts. Any such amendment shall be consistent with the protection of the preservation values of the Property and the Purpose of this Restriction; shall not affect its perpetual duration; shall not permit additional development on the Property other than the development permitted by this Restriction on its effective date; shall not permit any private inurement to any person or entity; and shall not adversely impact the overall architectural, historic, and open space values protected by this Restriction. Any such amendment shall be effective when the requirements of the Act with respect to amendments have been met and the amendment is recorded in the land records of the County of Nantucket. Nothing in this paragraph shall require Grantor or Grantee to agree to any amendment or to consult or negotiate regarding any amendment.

18. **COMPLIANCE WITH BUILDING LAWS.** Grantor and Grantee recognize that there may be circumstances where alterations are required to be made to the Building in order to comply with local, state, and/or federal ordinances and laws which might otherwise not be permissible under this Restriction without Grantee's approval. In such event, Grantor agrees to notify Grantee in writing of such requirement and, if requested by Grantee within 45 days of such notification, to cooperate with Grantee in seeking a variance or waiver from such requirement or a modification of such requirement to mitigate any adverse effect of such compliance.

TO HAVE AND TO HOLD, the said Historic Preservation Restriction, unto the said Grantee and its successors and permitted assigns forever. This HISTORIC PRESERVATION RESTRICTION may be executed in two counterparts and by each party on a separate counterpart, each of which when so executed and delivered shall be an original, but both of which together shall constitute one instrument.

EXECUTED and SEALED on _____, 2024.

GRANTOR

BY: _____
Philip A. Carpenter

GRANTEE

Nantucket Preservation Trust, Inc.

BY: _____
Alison Potts, President

BY: _____
Bill Moore, Treasurer

COMMONWEALTH OF MASSACHUSETTS

Nantucket, ss.

On this __ day of _____, 2024, before me, the undersigned notary public, personally appeared Philip A. Carpenter, proved to me through satisfactory evidence of identification, which was _____, to be the person whose name is signed on the preceding or attached document, and who acknowledged to me that he signed it voluntarily for its stated purpose.

_____
Notary Public
My Commission Expires:

COMMONWEALTH OF MASSACHUSETTS

Nantucket, ss.

On this __ day of _____, 2024, before me, the undersigned notary public, personally appeared the above-named Alison Potts, proved to me through satisfactory evidence of identification, which was _____, to be the person whose name is signed on the preceding or attached document, and who acknowledged to me that she signed it voluntarily for its stated purpose in her capacity as President of the Nantucket Preservation Trust, Inc., a nonprofit corporation.

_____
Notary Public
My Commission Expires:

COMMONWEALTH OF MASSACHUSETTS

Nantucket, ss.

On this _ day of _____, 2024, before me, the undersigned notary public, personally appeared the above-named Bill Moore, proved to me through satisfactory evidence of identification, which was _____, to be the person whose name is signed on the preceding or attached document, and who acknowledged to me that he signed it voluntarily for its stated purpose in his capacity as Treasurer of the Nantucket Preservation Trust, Inc., a nonprofit corporation.

_____

Notary Public
My Commission Expires:

APPROVAL BY SELECT BOARD OF THE TOWN OF NANTUCKET

We, the undersigned members of the Select Board of the Town of Nantucket, Massachusetts, hereby certify that at a meeting held on _____, 2024 the Select Board voted to approve the foregoing Grant of Preservation Restriction by Philip A. Carpenter to the Nantucket Preservation Trust, pursuant to Massachusetts General Laws, Chapter 184, Section 32, as being in the public interest.

TOWN OF
NANTUCKET By its
Select Board

_____ _____

Brooke Mohr, *Chair* Matthew G. Fee, *Vice Chair*

_____ _____

Thomas M. Dixon Malcolm W. MacNab

_____

Dawn E. Hill Holdgate

COMMONWEALTH OF MASSACHUSETTS

NANTUCKET, ss.

On this _____ day of _____, 2024, before me, the undersigned notary public, personally appeared Brooke Mohr, proved to me through satisfactory evidence of identification, which was personal knowledge of the undersigned, to be the person whose name is signed on the preceding document, and acknowledged to me that she signed it voluntarily for its stated purpose, as a member of the Select Board for the Town of Nantucket.

_____

Notary Public

My Commission Expires: _____

COMMONWEALTH OF MASSACHUSETTS

NANTUCKET, ss.

On this _____ day of _____, 2024, before me, the undersigned notary public, personally appeared Matthew G. Fee, proved to me through satisfactory evidence of identification, which was personal knowledge of the undersigned, to be the person whose name is signed on the preceding document, and acknowledged to me that she signed it voluntarily for its stated purpose, as a member of the Select Board for the Town of Nantucket.

_____

Notary Public

My Commission Expires: _____

COMMONWEALTH OF MASSACHUSETTS

NANTUCKET, ss.

On this _____ day of _____, 2024, before me, the undersigned notary public, personally appeared Thomas M. Dixon, proved to me through satisfactory evidence of identification, which was personal knowledge of the undersigned, to be the person whose name is signed on the preceding document, and acknowledged to me that he signed it voluntarily for its stated purpose, as a member of the Select Board for the Town of Nantucket.

_____

Notary Public

My Commission Expires: _____

COMMONWEALTH OF MASSACHUSETTS

NANTUCKET, ss.

On this _____ day of _____, 2024, before me, the undersigned notary public Dawn E. Hill Holdgate, proved to me through satisfactory evidence of identification, which was personal knowledge of the undersigned, to be the person whose name is signed on the preceding document, and acknowledged to me that he signed it voluntarily for its stated purpose, as a member of the Select Board for the Town of Nantucket.

_____

Notary Public

My Commission Expires: _____

COMMONWEALTH OF MASSACHUSETTS

NANTUCKET, ss.

On this _____ day of _____, 2024, before me, the undersigned notary public, personally appeared Malcolm W. MacNab, proved to me through satisfactory evidence of identification, which was personal knowledge of the undersigned, to be the person whose name is signed on the preceding document, and acknowledged to me that he signed it voluntarily for its stated purpose, as a member of the Select Board for the Town of Nantucket.

_____

Notary Public

My Commission Expires: _____

APPROVAL BY MASSACHUSETTS HISTORICAL COMMISSION
COMMONWEALTH OF MASSACHUSETTS

The undersigned Executive Director and Clerk of the Massachusetts Historical Commission hereby certifies that foregoing preservation restriction has been approved pursuant to Mass. Gen. Laws c. 184, §32.

_____
Brona Simon
Executive Director and Clerk
Massachusetts Historical Commission

COMMONWEALTH OF MASSACHUSETTS

_____,ss.

On this _ day of _____, 2024, before me, the undersigned notary public, personally appeared Brona Simon, proved to me through satisfactory evidence of identification, which was _____, to be the person whose name is signed on the preceding or attached document, and acknowledged to me that she signed it in her capacity as Executive Director and Clerk of the Massachusetts Historical Commission for its stated purposes.

_____
Notary Public

My Commission Expires_____

SCHEDULE OF EXHIBITS

A. Legal Description

B. Nantucket Assessor's Map 42 showing parcel 42.3.2.194

C. Documentary Photographs

D. Massachusetts Historical Commission – Survey Form B

E. Restriction Guidelines

EXHIBIT A

Legal Description

All the land and buildings thereon located at 23-25 Fair Street in the Town and County of Nantucket, Commonwealth of Massachusetts, bounded and described as follows:

Parcel 1:	EAST	by Fair Street;
	SOUTH	by land now or formerly of Earl S. and Lelia C. Ray, formerly of Sophia I. Coffin;
	WEST	by said Ray's land and by land formerly of Edward G. Swain; and
	NORTH	by land to be hereinafter described.

Containing about 2850 feet.

Parcel 2: Also a parcel of land, adjoining the above described, bounded:

EAST	by Fair Street forty-two (42) feet;
SOUTH	by land herein first described ninety (90) feet;
WEST	by land formerly of Edward G. Swain, forty-two (42) feet; and
NORTH	by Charter Street, ninety (90) feet, being all of said measurements, more or less.

Being the same premises conveyed to Philip A. Carpenter by Mary Grace Carpenter by deed recorded on March 11, 1993, with the Nantucket Registry of Deeds in Book 409, page 348.

EXHIBIT B

Nantucket Assessor's Map #42 showing 23-25 Fair Street - Parcel 42.3.2.194 outlined in blue

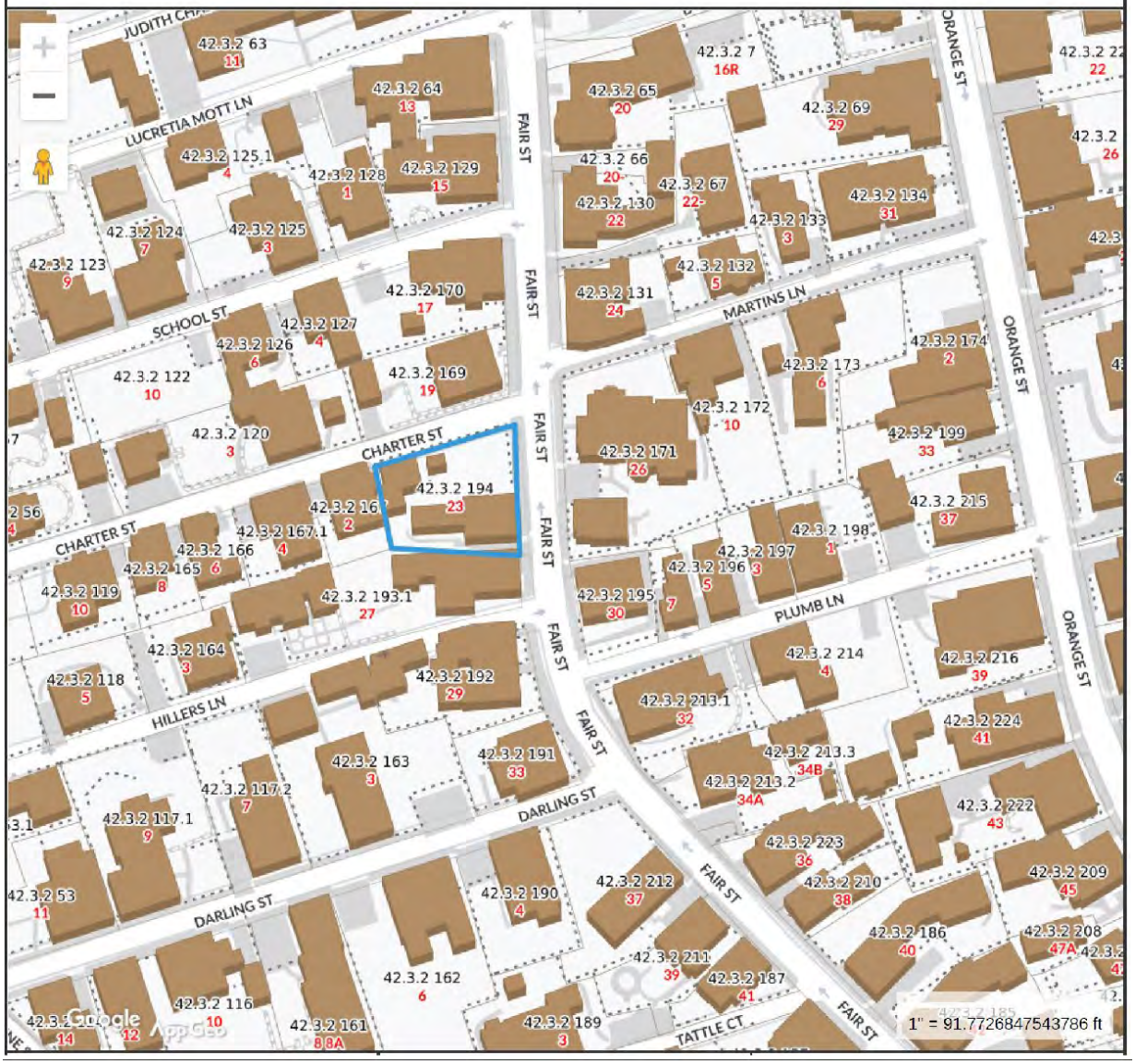


EXHIBIT C

Nineteen pages of b&w documentary photos dated February 3, 2020 to be inserted from Power Point pages provided by BP – blank pages inserted in this document to preserve page numbers of the exhibits following EXHIBIT C

EXHIBIT C



Photo #1 – façade (east elevation)



Photo #2 – façade (east elevation) – detail of entry & typical window surround

EXHIBIT C



Photo #3 – north elevation of house, side yard, and partial east elevation of cottage (photo right)

EXHIBIT C



Photo #4 – north elevation of man block of house

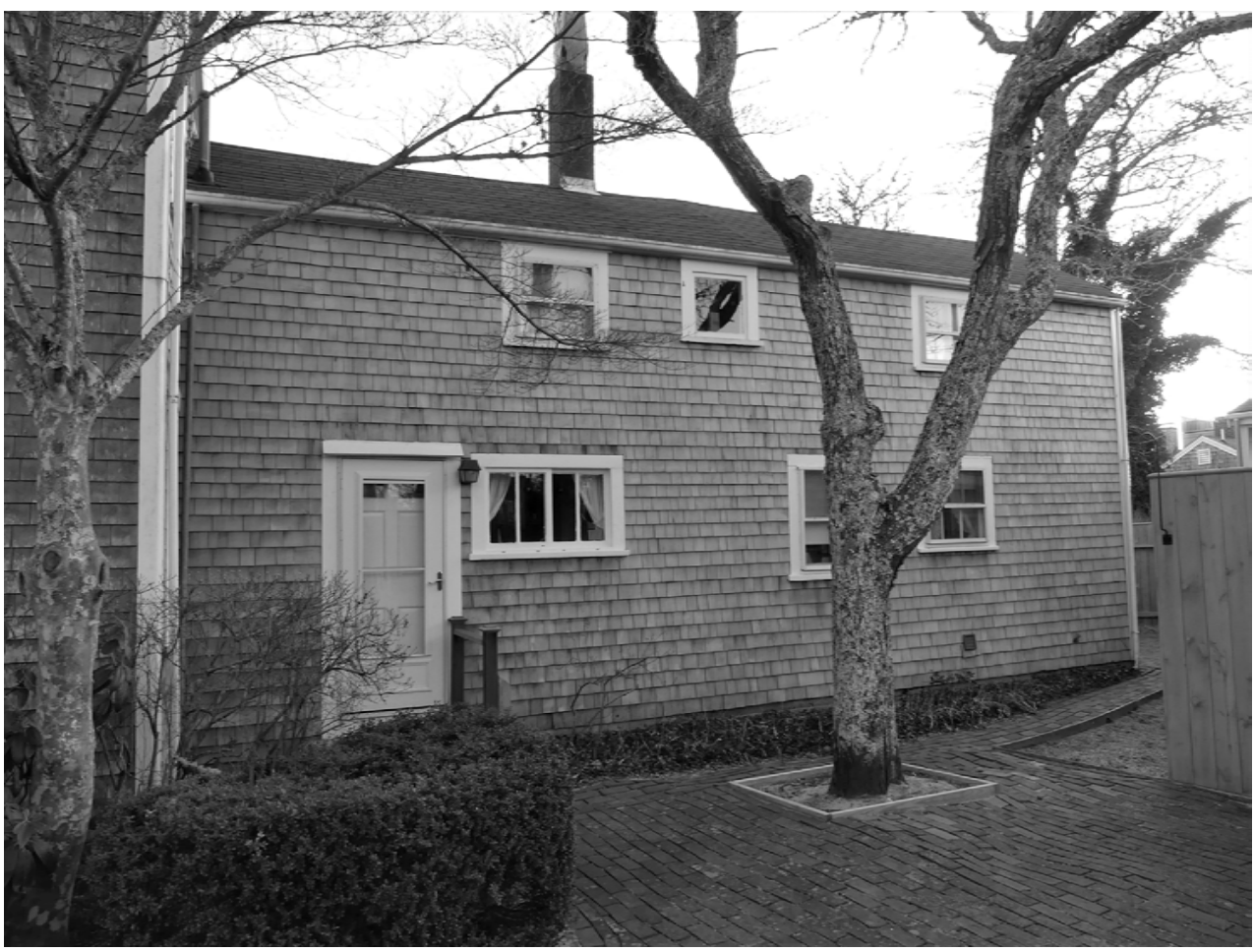


Photo #5 – north elevation of rear ell

EXHIBIT C



Photo #6 – west & partial south elevation of rear ell



Photo #7 – south elevation of rear ell & partial west elevation of main block of house

EXHIBIT C



Photo #8 – south & partial west elevation of main block of house



Photo #9 – interior 1st floor main stair hall (southeast room)



Photo #10 – interior 1st floor main stair hall (southeast room)



Photo #11 – interior 1st floor front parlor (northeast room)



Photo #12 – interior 1st floor front parlor (northeast room)



Photo #13 – interior 1st floor front parlor (northeast room)

EXHIBIT C



Photo #14 – interior 1st floor study (northwest room)



Photo #15 – interior 1st floor study (northwest room)



Photo #16 – interior 1st floor dining room (southwest room)



Photo #17 – interior 1st floor dining room (southwest room)



Photo #18 - interior 1st floor kitchen in rear ell showing east wall and door at junction with main house



Photo #19 – interior 1st floor kitchen at rear ell showing batten doors to rear staircase (photo right) and west utility room (photo center)



Photo #20 – interior 1st floor at rear ell showing rear staircase with lime plaster wall & original stair treads & risers



Photo #21 - interior 2nd floor main stair hall (southeast room)



Photo #22 – interior 2nd floor main stair hall (southeast room)



Photo #23 – interior 2nd floor parlor chamber (northeast room)



Photo #24 – interior 2nd floor parlor chamber (northeast room)



Photo #25 – interior 2nd floor study chamber (northwest room)



Photo #26 – interior 2nd floor study chamber (northwest room)



Photo #27 – interior 2nd floor dining room chamber (southwest room)



Photo #28 – interior 2nd floor dining room chamber (southwest room)



Photo #29 – interior 2nd floor interior at rear ell showing east wall and door at junction with main house (dining room chamber)

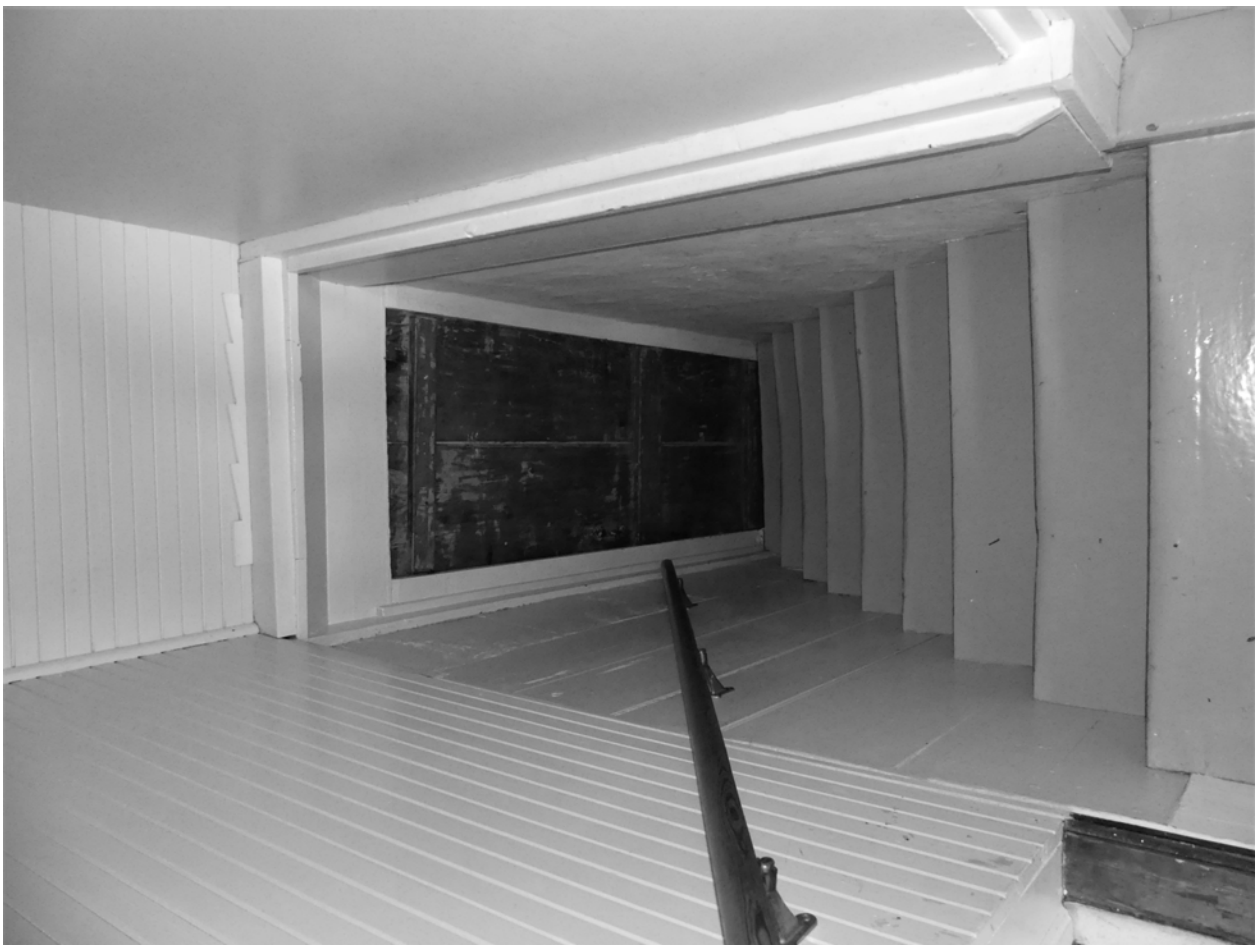


Photo #30 – interior 2nd floor at rear ell showing rear staircase with beaded-board sheathing & original stair treads & risers



Photo #31 – 2nd floor attic staircase with batten door, Norfolk latch & iron box lock



Photo #32 – attic showing central chimney, roof framing & tongue & groover board partition that frames room at north side of attic



Photo #33 – attic – paint pigment grinder attached to post at south winodw



Photo #34 – Cottage – north elevation



Photo #35– Cottage exterior – (left to right) south & east elevations



Photo #36 – Cottage – west elevation

EXHIBIT D

FORM B – BUILDING

MASSACHUSETTS HISTORICAL COMMISSION
MASSACHUSETTS ARCHIVES BUILDING
220 MORRISSEY BOULEVARD
BOSTON, MASSACHUSETTS 02125

Assessor's Number	USGS Quad	Area(s)	Form Number
42.3.2 194	Nantucket	NAN.C NAN.D	NAN.3130 NAN.3131

Photograph



Locus Map



Recorded by: Brian Pfeiffer & Rita Carr

Organization: Nantucket Preservation Trust

Date (*month / year*): July 27, 2022

[NOTE: an additional Form B for 23 Fair Street dated June 2022, has been prepared by the Public Archaeology Laboratory, Inc. and is on file at the Massachusetts Historical Commission.]

Town/City: Nantucket

Place: (*neighborhood or village*): Old Town

Address: 23-25 Fair Street

Historic Name: George Folger House

Uses: Present: residence

Original: residence

Date of Construction: 1837

Source: deeds & physical examination

Style/Form: Greek Revival half house

Architect/Builder: unknown

Exterior Material:

Foundation: rubble stone and brick

Wall/Trim: wooden clapboards (façade), weathered shingles (rear), painted wood corner boards, rake boards & cornice

Roof: pitched roofs with asphalt shingles

Outbuildings/Secondary Structures: former garage converted to guest cottage; Storage Box

Major Alterations (*with dates*): minor alterations to two kitchen doors at rear ell and re-glazing of two windows at rear ell with large panes of glass; garage converted to cottage late 20th c.

Condition: Excellent

Moved: **no** ☒ **yes** ☐ **Date:**

Acreage: 0.11 acres

Setting: densely built area of wood-frame houses dating from ca. 1730-1850; area known historically as the Fish Lots

12/12 *Follow Massachusetts Historical Commission Survey Manual instructions for completing this form.*

EXHIBIT D

INVENTORY FORM B CONTINUATION SHEET NANTUCKET 23-25 FAIR STREET

MASSACHUSETTS HISTORICAL COMMISSION
220 MORRISSEY BOULEVARD, BOSTON, MASSACHUSETTS 02125

Area(s)	Form No.
NAN.C, NAN.D	NAN.3130, NAN.3131

☐ Recommended for listing in the National Register of Historic Places.
If checked, you must attach a completed National Register Criteria Statement form.

Use as much space as necessary to complete the following entries, allowing text to flow onto additional continuation sheets.

ARCHITECTURAL DESCRIPTION:

Describe architectural features. Evaluate the characteristics of this building in terms of other buildings within the community.

The George Folger House stands at the southwest corner of Fair and Charter Streets in a section of Nantucket that was known as the Fish Lots when it was laid out as building lots in the eighteenth century. The area surrounding the lot is densely built with two-storey timber-frame houses dating predominantly from the late eighteenth century and the first fifty years of the nineteenth century. In addition, there are scattered one-storey cottages located primarily on the smaller cross streets. The Folger House stands at the south side of its rectangular lot with an open lawn on the north side of the lot. In addition to the Folger House, the property contains a former garage that has been expanded to create a one-storey cottage (mid-twentieth century) and a large wooden storage case with a shed roof and sliding door on its north face; this storage structure is shown on Assessor's maps although it is not a habitable structure. The north and east sides of the lot are lined with a privet hedge that surrounds the lawn. The west lot line is marked by an unpainted, contemporary board fence except where the west elevation of the cottage sits on the boundary. The south side of the lot contains a brick-paved driveway abutting the south elevation of the house; a neighboring Greek Revival style house of the same period as the Folger House stands on the lot line at the eastern end of the parcel while a board fence marks the boundary at the western end of the lot.

The Folger House is composed of two sections, namely, a two-storey Main Block and a one and one-half storey Rear Ell. Both sections are supported by piers that frame crawl spaces. The façade (east elevation) of the Main block's foundation is made of painted brick, while the south elevation is composed of sections of brick with concrete-block infill between them, suggesting that the foundation may once have been partially enclosed with boards or allowed to be open to the weather. The north elevation of the Main Block's foundation has been plastered with a cementitious coating; its original details are not visible. Similarly, the exposed foundations of the Rear Ell have a mixture of cementitious coatings and concrete blocks which indicate that the original foundation cap was re-built or coated in the mid-20th century.

Main Block Structure: The Main Block of the house has a nearly square floor plan that rises two full storeys to a pitched roof which contains a largely unfinished attic. The roof is covered with asphalt shingles and a central chimney rises through its ridge near the center of the structure. Typical of many Nantucket Houses, this chimney is not composed of a single stack with fireplaces on three sides, but rather is composed of two separate bases set on grade. These bases are aligned such that the fireplaces at the first storey stand adjacent to each other in a single row extending south to north, as do the two fireplaces at the second storey. Flues rise within the row of fireplace to form a single stack that rises from the attic floor through the roof. Sections of the chimney that are exposed to weather or to fire are laid in lime mortar, while the cores of the stacks are laid in clay/earthen mortar. The house is of timber-frame construction in which oversized re-used timbers have been used as major carrying beams at the first floor. Visible roof framing at the attic indicates that it was purpose-cut for the house and was not salvage from an earlier building. Other timbers at the first and second storeys are concealed within the walls.

Main Block Exterior: Elevations have the same elements and trimmings with the sole exceptions that the façade (east elevation) is clad with painted clapboards, while the three rear elevations are clad with unpainted weathered shingles, and that the façade cornice is more elaborately trimmed than the rear cornice. Building corners are trimmed with painted boards that have a recessed quarter-round profile at the actual building corners. The east cornice is composed of a narrow fascia and projecting cornice with a curved soffit; a wooden gutter is mounted on its face. The west (rear) cornice consists of a narrow fascia with a wooden gutter attached directly to it. Gable ends (south and north) are trimmed with wide moulded rake boards the bottom edges of which are beaded. All sash is 6/6 single-glazed wood and was set in cases framed with half-round mouldings at the jambs and window head which is surmounted by a trapezoidal wooden lintel at the head. Windows have 2" sills. The majority of original window trimmings survive excepting several partial alterations.

Continuation sheet 1

EXHIBIT D

1. **Façade (east elevation):** Reflecting the house's interior plan, the façade is asymmetrically arranged at the first storey with a main entry at its southern bay and two evenly spaced windows at its northern two bays lighting the parlor; the second storey has three windows. The main entry is derived from plates published as "Tuscan" by Asher Benjamin in the 1830s; it is framed by paneled pilasters that rise to a wide entablature and deep cornice. Within this frame there is a single Colonial Revival style six-panel door (ca. 1950-75) flanked by six-light sidelights.
2. **South elevation:** This gable end contains two widely spaced windows at the first storey, three windows at the second, and a single window centered in the gable. The center window of the second storey is framed with flat stock and appears to have been added in the twentieth century as its interior trimmings do not match Greek Revival style window cases on the interior. The gable window is also framed by flat stock without the decorative trimming found on other windows of the Main Block; this condition seems likely to be the result of an alteration as the window location appears original.
3. **Rear (west) elevation:** The rear elevation is largely covered by the Rear Ell which is centered on it. Single windows flank the ell at both the first and second storeys. The second storey window at the south end of the elevation retains its original window trimmings, while the two first-storey windows retain their half-round mouldings but have suffered the removal of their trapezoidal lintels. The north window at the second storey has been rebuilt with flat stock, although the window location is original.
4. **North elevation:** This gable end contains two widely spaced windows at the first and second storeys and a single window centered on the gable. All windows retain their original trim of half-round jambs and heads with trapezoidal lintels.

Rear Ell Exterior: The Rear Ell is a service wing with a rectangular floor plan centered on the rear (west) wall of the Main Block of the house. It stands on a foundation wall that has been plastered with a cementitious render (mid-20th century) above which the structure is one and one-half storeys high of timber-frame construction enclosed by a pitched roof the ridge of which is set at right angles to the roof of the Main Block. The roof is clad with asphalt shingles. A single-flue brick chimney with a clay chimney pot rises through the ridge of the roof near the mid-point of the ell where it originally vented a stove. Elevations are clad with unpainted weathered shingles trimmed with undecorated painted flat stock at corner boards, window cases, and door frames. The eaves (north and south) are finished with a narrow fascia to which wooden gutters are attached.

1. **South elevation**: Asymmetrically arranged, the south elevation contains (moving from east to west), two full-sized 6/6 windows that provide light to the kitchen, a smaller 6/6 window that provides light to a passageway by the rear staircase, a mid-20th century door composed of two horizontal panels surmounted by a panel of four lights, and a six-light hopper that provides light to a rear storage area. The exterior doorway is approached from a stoop of pressure-treated wood (ca. 2000-2015). The second storey has two widely spaced windows, each double-hung 3/3.
2. **Rear (west) elevation**: This gabled elevation is blank at the first storey with the exception of a small 4-light casement set in flat-stock trim at its north corner. The second storey as a single 6/6 window set in a flat-stock case, and the attic has a small ventilation louver centered beneath its ridge.
3. **North elevation**: Also asymmetrically arranged, the north elevation contains a variety of window configurations. Moving from east to west, the first storey has a Colonial Revival style six-panel door the upper two panels of which are glazed, next to which is a laterally sliding sash window composed of two sash with two panes each. Toward the mid-point of the wall is a single 1/1 window that provides light to a pantry, while toward the west end of the elevation there is a 3/3 window that provides light for a storage room. The second storey has two 3/3 windows, one toward each end of the elevation; between these toward the center of the elevation is a single-pane casement. The kitchen door at the first storey is approached from a stoop of pressure-treated wood (ca. 2000-2015).

Two non-historic structures stand on the parcel; these are:

Cottage: The Cottage is a one-storey structure composed of two sections both of which rest on concrete footings and are of stick-built construction. The northern section is the larger of the two with a gable set facing Charter Street; it appears to have been built initially as a garage. The smaller section is attached to the south wall of the original structure and appears to have been added to contain a kitchen and/or plumbing. Roofs are covered with asphalt shingles; walls are clad with weathered wood shingles, and all trimmings are flat stock. Windows are small-scale 6/6 and 3/3; the two doors are contemporary Colonial Revival style doors with raised panels and glazed upper panels. All visible finishes appear to post-date1980.

Storage Box: Located behind a hedge near the north property boundary, the storage box is a substantially built structure, less than one-storey high with a shed roof and sliding door on its north face. It was constructed for storage of yard goods ca. 2000.

Continuation sheet 2

EXHIBIT D

INVENTORY FORM B CONTINUATION SHEET NANTUCKET 23-25 FAIR STREET

MASSACHUSETTS HISTORICAL COMMISSION
220 MORRISSEY BOULEVARD, BOSTON, MASSACHUSETTS 02125

Area(s)	Form No.
NAN.C, NAN.D	NAN.3130, NAN.3131

HISTORICAL NARRATIVE

Discuss the history of the building. Explain its associations with local (or state) history. Include uses of the building, and the role(s) the owners/occupants played within the community.

The George Folger House stands in a section of Nantucket known as the "Fish Lots." Laid out by the Town as one of the early divisions of common lands in 1717, the Fish Lots originally contained 27 long, relatively narrow lots straddling Fair Street, which was created by the plan. After the initial grants of land, owners subdivided the original lots into smaller house lots, and many of the side lines of the original lots (north and south boundaries) became lanes that now make up a bent grid of streets encompassing modern Fair, Orange and Pleasant Streets and the various cross-streets that connect them. By the 1840s, the area achieved its present appearance and density of construction with timber-frame houses closely spaced and built out to the street frontage of their lots.

Following the pattern of development seen throughout the Fish Lots, the Folger House was built on a subdivided portion of Fish Lot #22 in 1837. Several adjoining parcels were owned by members of the Folger family as early by 1822-1824. In 1837, George G. Folger (1788-1856) acquired the land at 25 Fair Street from his brother Phillip H. Folger (1792-1865) with a house "known by the name of Zephaniah Pinkham House. [Deed Book 36, page 30] It is probable that the Pinkham House was either moved to another location or taken down at the time of purchase, and the present house was built in its place. Support for this speculation comes from the frequency with which buildings were advertised for sale or auction in Nantucket in the 1830s with the requirement that they be removed from their sites. As an auctioneer, George Folger may have conducted such auctions. In addition, the design of the house, the layout of its floorplan and central chimney, and its interior finishes are all consistent with a construction date of 1837 and match those found in other houses of the 1830s throughout the town. First-floor framing is visible from the house's crawlspace and includes a number of earlier, re-used carrying timbers – a practice that was widespread on Nantucket where all building materials needed to be shipped to the island.

George G. Folger was married to Anna Barker (May 20,1788-July 20, 1835) with whom he had three children: Sarah (b. 1810), Francis (1813-1862), and Rebecca Ann (1816-1875). An Overseer of the Poor for Nantucket, active in the temperance movement, and, politically, a Whig. Folger retained ownership of the house until 1852 when he sold it to thirteen individuals whose connection to Folger is unclear, as none bears the name Folger. [Deed Book 52, page 50] This group retained ownership of the house until 1861 by which time the number of owners had increased to sixteen, presumably through inheritance from deceased members of the initial group of buyers.

On January 21, 1861, the property was acquired by Eliza Barney (née Coleman, 1797-1861 of New Bedford) who bequeathed the house to Alexander J. Macy (1820-1884) who occupied the house with his wife and children at the time of Barney's death. [Bristol County Probate Records, Volume 184, pp.658, 659.] Alexander Macy is identified as a house painter in historical documents and, presumably, the pigment grinder at the south gable of the house dates from his period of occupancy. Following the death of Macy (February 28, 1884) and his wife, Elthina Hitchings Macy (September 2, 1894), the property passed to their three children under the terms of Eliza Barney's will.

BIBLIOGRAPHY and/or REFERENCES

Coffin, William Jr., "MAP OF THE TOWN OF NANTUCKET, in the State of MASSACHUSETTS. SURVEYED BY WM. COFFIN JR. 1834." Nantucket: Henry Clapp, 1834.

Bristol County Probate Records, Volume 184, pp.658, 659.

Nantucket Count Registry of Deeds: Bk. 31, p. 265, April 19,1831; Bk 36, p. 302, March 24, 1837; Bk. 50, p. 52, May 17, 1852; Bk. 56, p. 315, January 21, 1861; Bk. 65, p. 39, 1877; Bk. 80, p. 441-445, 1897.d

Continuation sheet 3

EXHIBIT E

RESTRICTION GUIDELINES

The purpose of these Restriction Guidelines is to clarify the terms of this Historic Preservation Restriction that deal with maintenance and alteration to the Building. Under Paragraph 3, prior permission from the Nantucket Preservation Trust (NPT) is required for any Minor Maintenance that is reasonably expected to change materially the appearance, materials, colors or workmanship of the Building or Property from that existing prior to the maintenance and for any Major Maintenance. Minor Maintenance that is part of ordinary maintenance and repair and does not materially change the appearance, materials, or workmanship from that existing prior to the maintenance does not require NPT review and approval.

In an effort to explain what constitutes Minor Maintenance and Major Maintenance, the following list is provided. The list is by no means comprehensive. It is a sampling of common structural alterations.

PAINT
Minor: Exterior or interior hand scraping and repainting of non-decorative and non-significant surfaces as part of periodic maintenance.
Major: Painting or fully stripping decorative surfaces or distinctive stylistic features, including murals, stenciling, wallpaper, ornamental woodwork, stone, and decorative or significant original plaster.

WINDOWS AND DOORS
Minor: Regular maintenance including caulking, painting, and necessary re-glazing. Repair or in-kind replacement of existing individual decayed window parts.
Major: Wholesale replacement of units; change in fenestration or materials; alteration of profile or setback of windows. The addition of storm windows is also considered a major change; however, with notification it is commonly acceptable.

EXTERIOR
Minor: Spot repair of existing cladding and roofing including in-kind replacement of clapboard, shingles, slates, etc.
Major: Large scale repair or replacement of cladding or roofing. Change involving inappropriate removal or addition of materials or building elements (i.e., removal of chimneys or cornice detailing; installation of architectural detail which does not have a historical basis); altering or demolishing building additions; spot repointing of masonry. Structural stabilization of the property is also considered a major alteration.

LANDSCAPING/OUTBUILDINGS
Minor: Routine maintenance of outbuildings and landscape including lawn mowing, pruning, planting, painting, and repair.
Major: Moving or subdividing buildings or property; altering of property; altering or removing significant landscape features such as gardens, vistas, walks, plantings, and ground disturbances affecting archaeological resources.

WALLS/PARTITIONS
Minor: Making fully reversible changes (i.e. sealing off doors in situ, leaving doors and door openings fully exposed) to the spatial arrangement of a non-significant portion of the building.
Major: Creating new openings in walls or permanently sealing off existing openings; adding permanent partitions which obscure significant original room arrangement; demolishing existing walls; removing or altering stylistic features; altering primary staircases.

HEATING/AIR CONDITIONING/ELECTRICAL/PLUMBING SYSTEMS
Minor: Repair of existing systems.
Major: Installing or upgrading systems which will result in major appearance changes (i.e., dropped ceilings, disfigured walls or floors, exposed wiring, ducts and piping); the removal of substantial quantities of original plaster or other materials in the course of construction.

Changes classified as Major Maintenance are not necessarily unacceptable. Under the Historic Preservation Restriction such changes must be reviewed by the NPT in order to assess their impact on the historic integrity of the Property and Building.

The Grantor shall notify the NPT in writing when any of the aforesaid Minor Maintenance that is reasonably expected to materially change the appearance, materials, or workmanship from that existing prior to the maintenance or any Major Maintenance is contemplated. Substantial alterations may necessitate review of plans and specifications.

The intent of this Historic Preservation Restriction is to enable the NPT to review proposed alterations and assess their impact on the integrity of the Property and the Building, not to preclude future change. The NPT staff will attempt to work with the Grantor to develop mutually satisfactory solutions which are in the best interests of the Property.

Agenda Item Summary

Agenda Item #	IX. 4.
Date	6/26/2024

Staff

Leah Hill, Coastal Resilience Coordinator

Subject

Coastal Resilience Advisory Committee

Executive Summary

This quarterly report covers the first quarter of 2024 from January to March. The purpose of the quarterly report is to provide a brief summary to the Select Board on quarterly activities of the Coastal Resilience Advisory Committee and on activities on Coastal Resilience Plan implementation efforts. It also provides a regular platform for SB & CRAC to communicate and assist each other with coastal resilience direction.

Staff Recommendation

N/A

Background/Discussion

N/A

Impact: Environmental ☒ Fiscal ☐ Community☒ Other☐

Board/Commission Recommendation

N/A

Public Outreach

Discussed in Coastal Resilience Advisory Committee meetings and in various public presentations.

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

Implementation of the Coastal Resilience Plan.

Attachments

Click or tap here to enter textUpdate attached.

Coastal Resilience Advisory Committee (CRAC)

1ST QUARTER REPORT TO SELECT BOARD FOR JANUARY-MARCH 2024

COASTAL RESILIENCE ADVISORY COMMITTEE

HIGHLIGHTS FROM THE QUARTER

- Input into the Harbor Action Plan Update
- Prioritized 2023-2030 CRP recommendations
- Developed content for informational brochure
- Site visit to Sewer Treatment Facility
- Submitted a grant
- Multiple letters of support to Conservation Commission
- Multiple presentations

#ACKLOCAL COASTAL RESILIENCE

COASTAL RESILIENCE ADVISORY COMMITTEE



Ranking 2023-2030* CRP Recommendations

*Not started yet

- #1-3 Retreat and relocation program
  a. #1-2 Zoning bylaw updates
  b. #6-4 Surfside emergency access
- #6-2 Surfside wastewater treatment plant dune restoration
- #2-1 Steamboat Wharf Resilience
- #3-5 DPW and Landfill Resilience
- #1-10 Stormwater Management Plan
  a. #1-12 Stormwater by-laws assessment
  b. #1-13 Stormwater by-law and regulations update
- #3-1 Madaket road raising and bridge conversion
- #3-2 Ames Ave bridge
- #4-4 Numerical model of Coatue breaching
- #1-11 Sediment budget
- #4-1 Bridge conversion at Folger's Marsh
- #3-4 Madaket Erosion pilot

COASTAL RESILIENCE ADVISORY COMMITTEE

ARCADIS one architecture

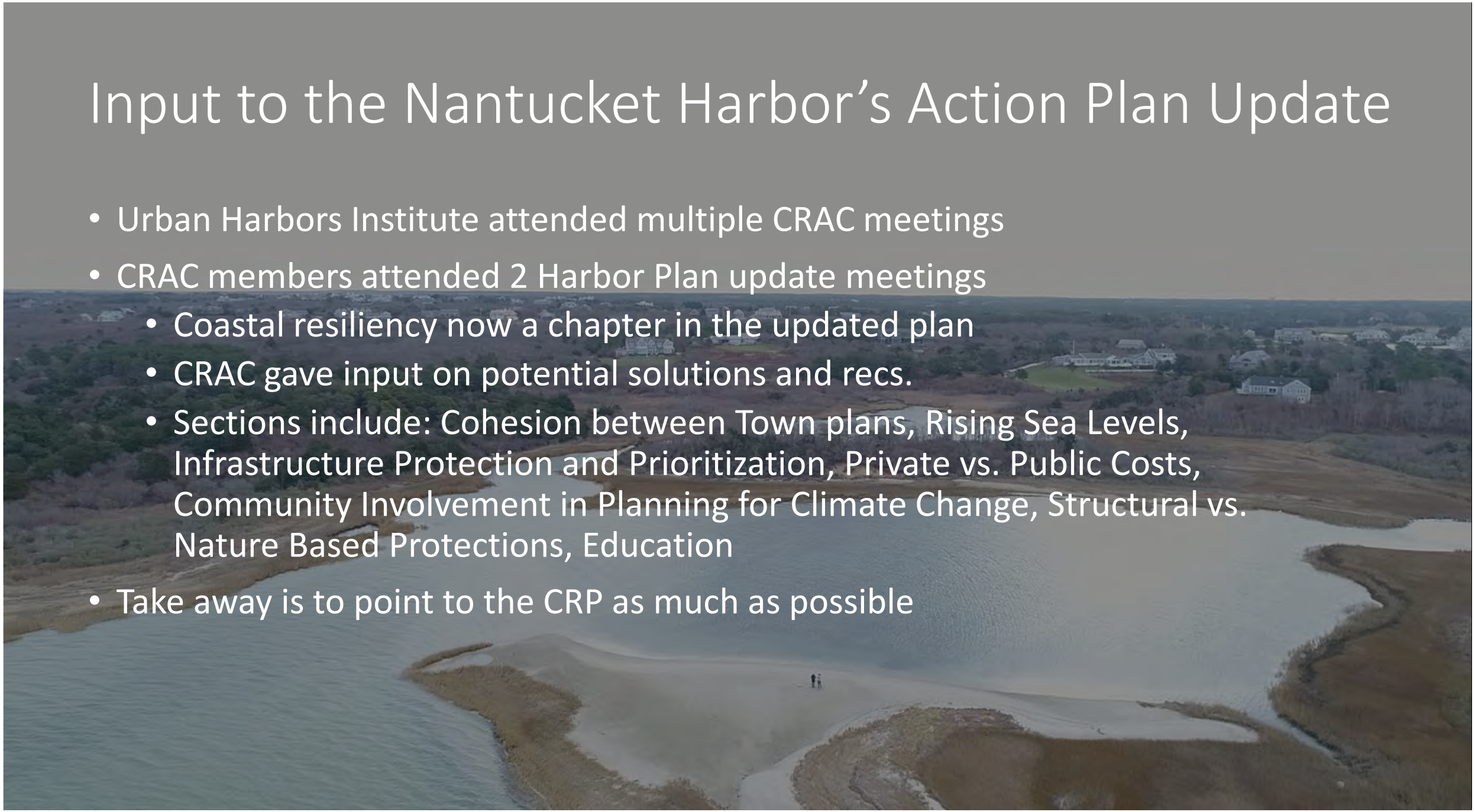
Update on Article 10 Coastal Resiliency Funds

- Article 10 $1 million a year for FY23, FY24, FY25 ($1.25 million)
  - For Coastal resilience planning- must be approved by Town Admin
- Leah Hill presented on this for 2023-2026 projects not underway (14 recommendations)
- ~$1.1 million remaining
  - Used for grant matching, Polpis Rd. @ Sesachacha Pond project, Baxter Rd. relocation project

Priority	High Estimate in 2023 $	Low Estimate in 2023 $
1 (high)	$153,672,000	$136,230,000
2 (moderate)	$2,109,000	$1,311,000
3 (low)	$57,000	$22,800
TOTAL	**$155,838,000**	**$137,563,800**

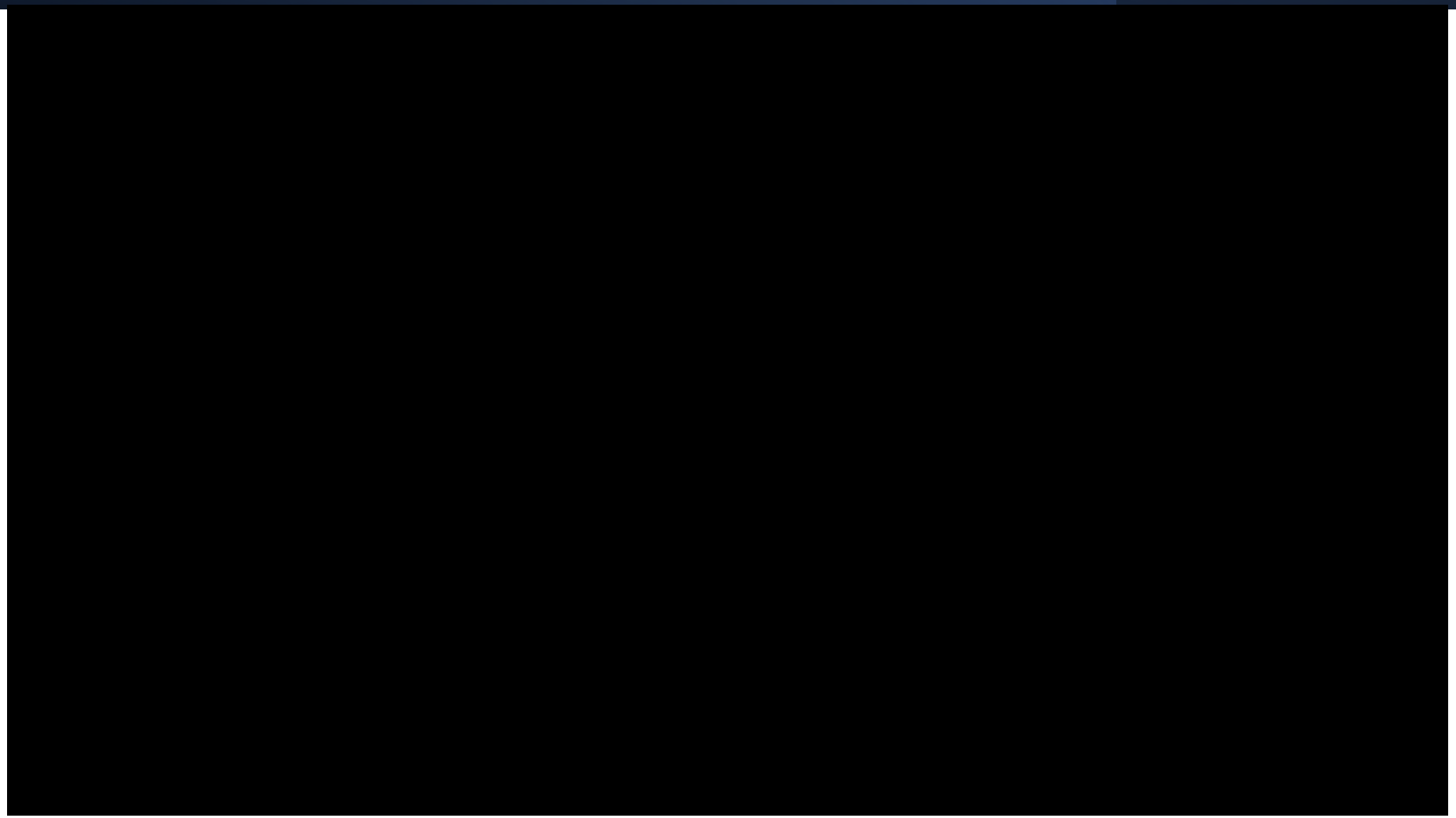
Input to the Nantucket Harbor's Action Plan Update

- Urban Harbors Institute attended multiple CRAC meetings
- CRAC members attended 2 Harbor Plan update meetings
  - Coastal resiliency now a chapter in the updated plan
  - CRAC gave input on potential solutions and recs.
  - Sections include: Cohesion between Town plans, Rising Sea Levels, Infrastructure Protection and Prioritization, Private vs. Public Costs, Community Involvement in Planning for Climate Change, Structural vs. Nature Based Protections, Education
- Take away is to point to the CRP as much as possible



CoastSnap

Thank you to the Communications Office and WHOI SeaGrant!



https://youtu.be/NC6l7K3BQKw



Site Visit to Sewer Treatment Facility

- David Gray gave a tour to some CRAC members
- Learned about how the facility works
- See firsthand the danger it is facing with erosion
- Help envision the CRP recommendation

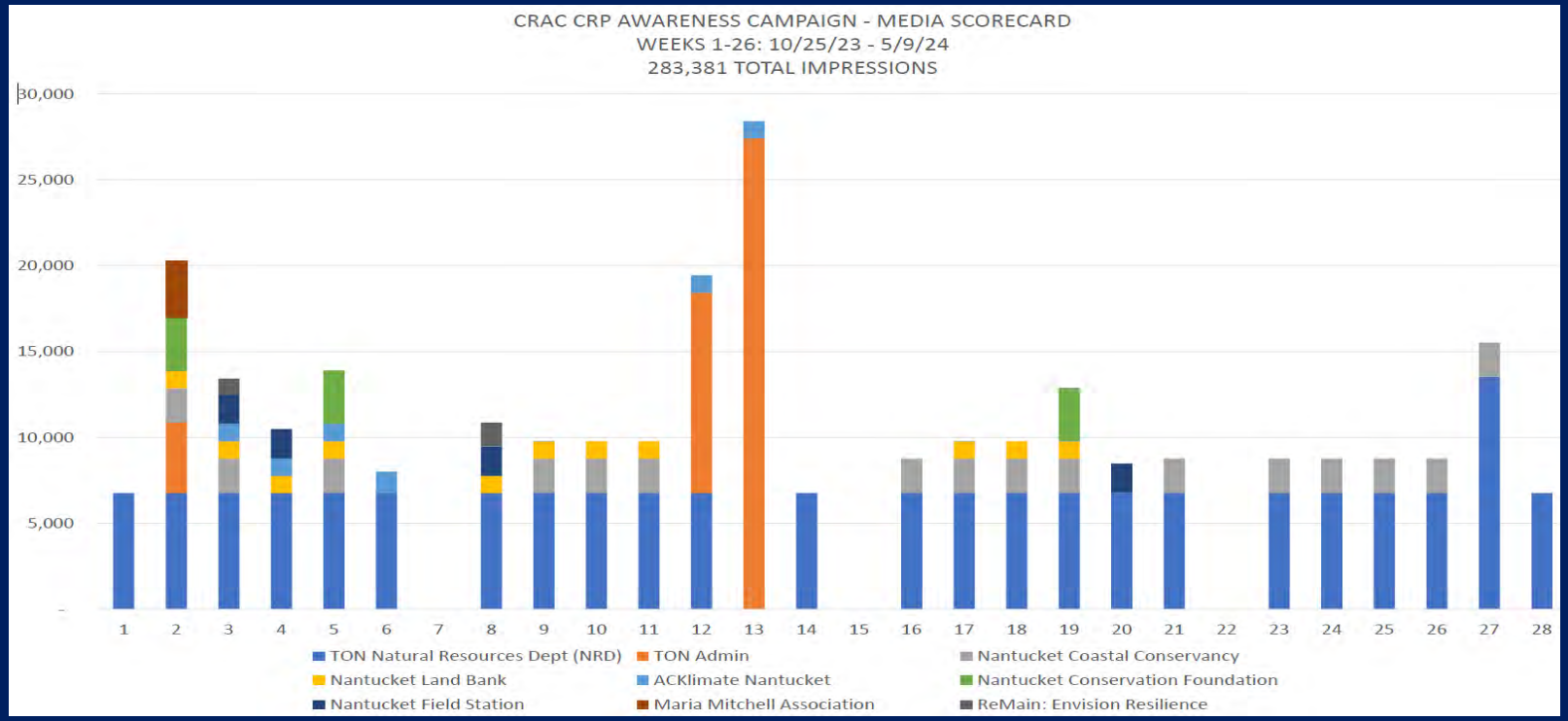


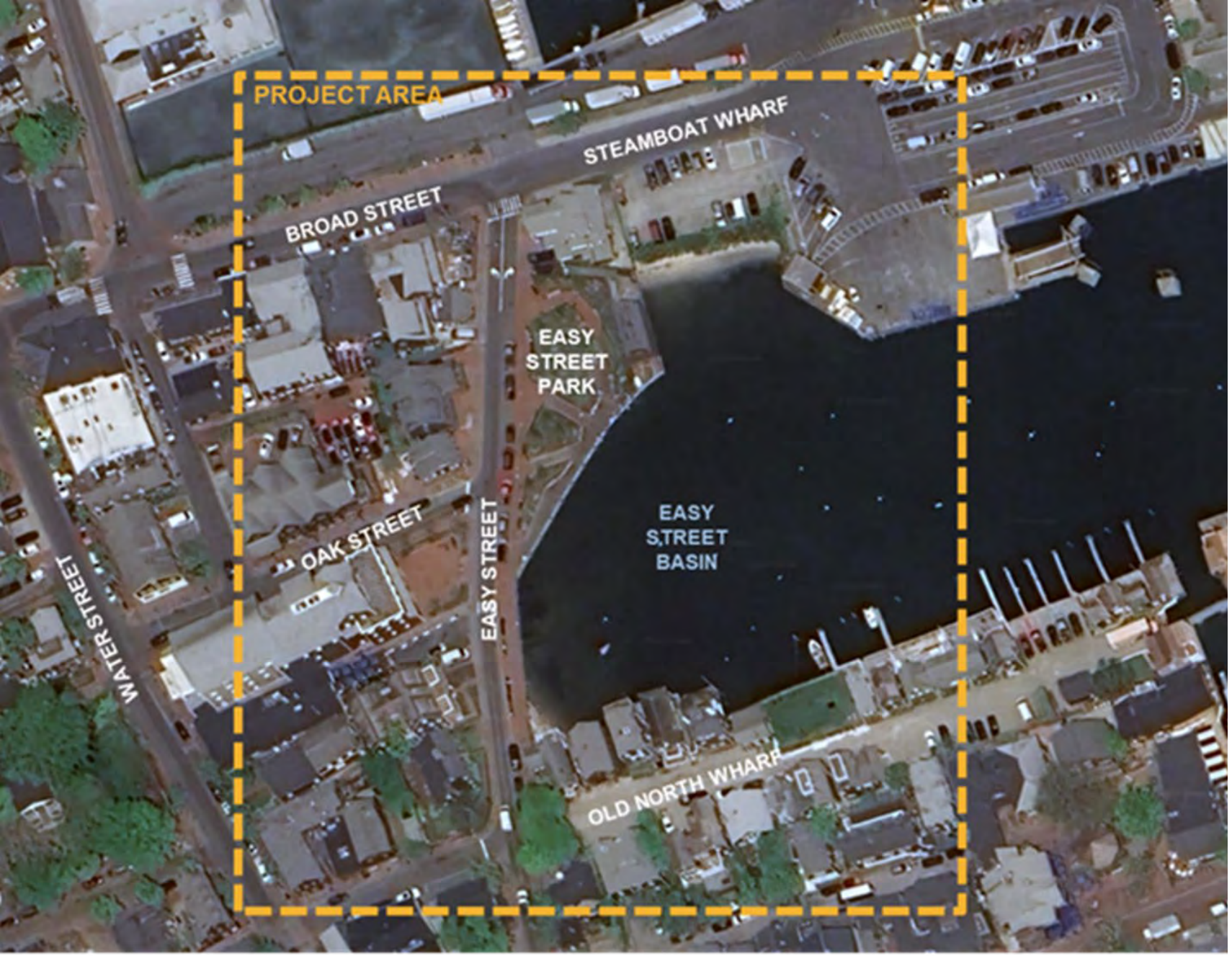
Support Letter to Conservation Commission

- Updated Wetland Ordinance and Regulations- CRP high priority
- Wrote 3 support letters for the Wetland Regs update

Public Outreach

- Working on CRP recommendation #1-1 Community Outreach on Property Owner Resilience
- Post every Thursday with coastal resiliency related topics
  - @NRDACK
  - Town of Nantucket Natural Resources Department





Presentation by Arcadis on Downtown Neighborhood Flood Barrier- Initial Phase Project

- 1st public presentation for the project
- Went over goals, process, deliverables
- Asked for CRAC's input on what to take into consideration as project moves forward

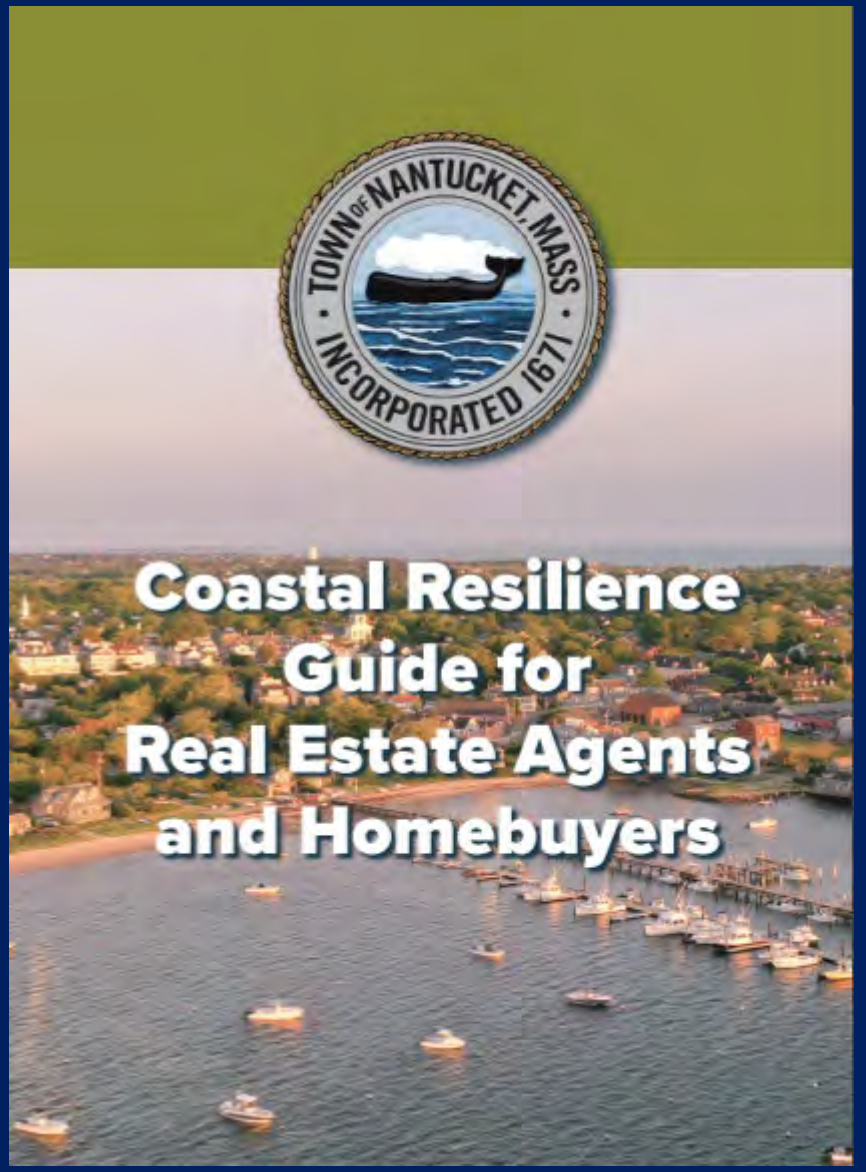


Update and Discussion on Bylaw and Home Rule Petition for Island's Coastal Resilience Districts

- By Vince Murphy, Kate Edwards, Vicki Marsh
- Bylaw to allow Select Board to map the districts
- Home Rule Petition to allow the Select Board to charge benefited properties

Coastal Resiliency Informational Brochure for Real Estate Agents and Homebuyers

- Spent multiple meetings discussing the need for this
- Goal: Educate homebuyers on coastal risks properties may face using best available data and models
- Needs to include:
  - QR code to CRP
  - FEMA flood maps (historic floods)
  - Massachusetts Coastal Flood Risk Model (future floods)
  - FEMA Erosion Projection Map (future erosion)
  - Groundwater Table Rise
  - Questions they should be asking



Offshore Wind Grant Discussion

- CRAC members put a list of potential Coastal Resilience Plan recommendations to move forward in an Offshore Wind Grant application
- Submitted a grant for CRP translation into Spanish and produce a video about coastal resiliency on Nantucket
- Grant was not awarded to CRAC

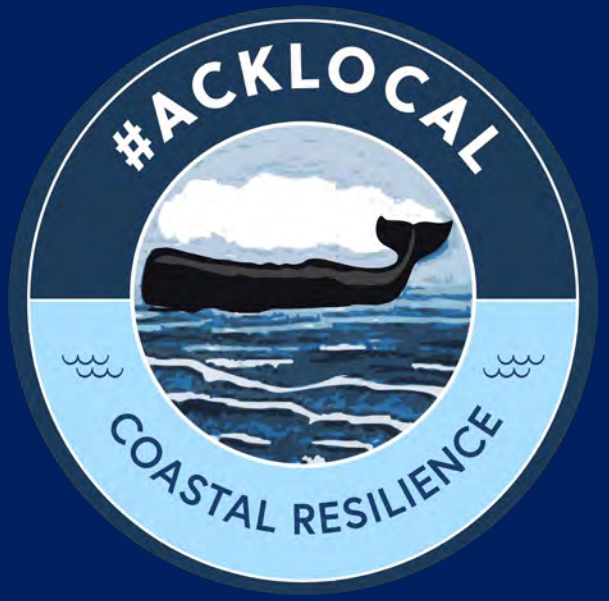


REQUESTS AND RECOMMENDATIONS

Are there current or upcoming issues for which the Select Board would like the CRAC's advice?

The Coastal Resilience Advisory Committee generally meets on the **second** and **fourth Tuesday** of each month at 10 am via Zoom. Meeting notices and agendas are posted on the Town's website at:
https://nantucket-ma.gov/1391/Coastal-Resiliency-Advisory-Committee

Contact Leah Hill, Coastal Resilience Coordinator,
lhill@nantucket-ma.gov



Agenda Item Summary

Agenda Item #	IX. **4.**
Date	6/26/2024

Staff

Leah Hill, Coastal Resilience Coordinator

Subject

Coastal Resilience Advisory Committee

Executive Summary

This quarterly report covers the second quarter of 2024 from April to June. The purpose of the quarterly report is to provide a brief summary to the Select Board on quarterly activities of the Coastal Resilience Advisory Committee and on activities on Coastal Resilience Plan implementation efforts. It also provides a regular platform for SB & CRAC to communicate and assist each other with coastal resilience direction.

Staff Recommendation

N/A

Background/Discussion

N/A

Impact: Environmental ☒ Fiscal ☐ Community☒ Other☐

Board/Commission Recommendation

N/A

Public Outreach

Discussed in Coastal Resilience Advisory Committee meetings and in various public presentations.

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

Implementation of the Coastal Resilience Plan.

Attachments

Update attached.







Coastal Resilience Advisory Committee (CRAC)

2ND QUARTER REPORT TO SELECT BOARD FOR APRIL-JUNE 2024



Washington St. Resilience Project

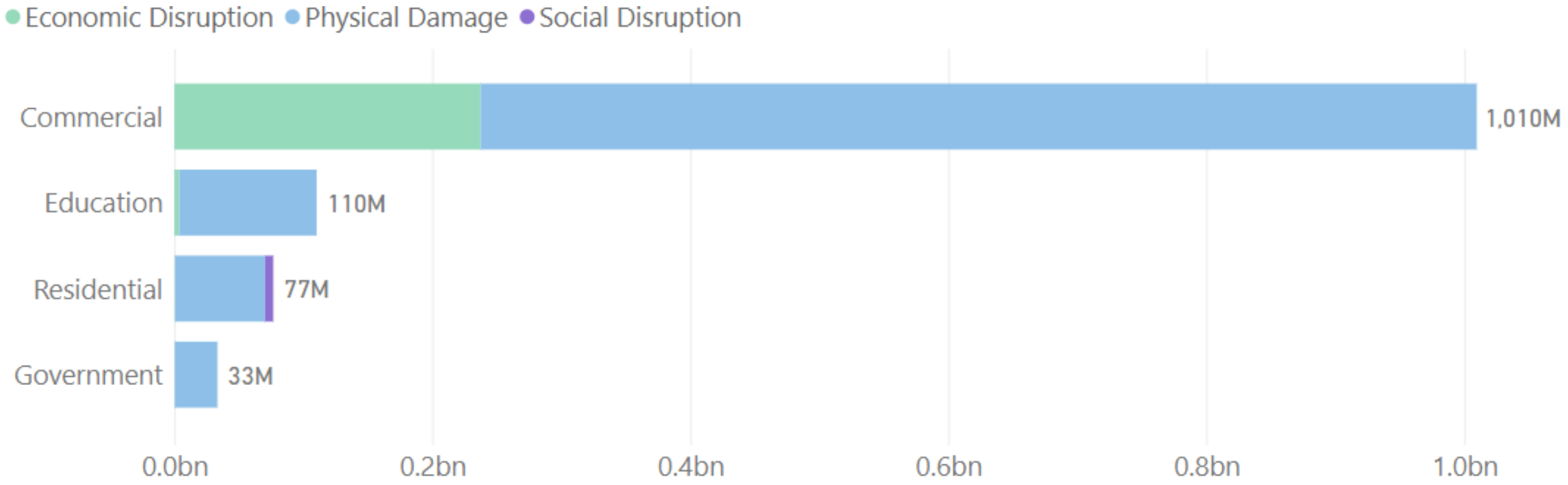
- Workgroup established in August 2023
- Focusing on Francis St. Beach, parcel across the street, and Saltmarsh Center
- Finalized MOU between Land Bank and Town of Nantucket
- Finalized contracts with SCAPE and Tighe & Bond
  - 26 week process to develop 2 alternatives and bring preferred alternative to schematic design
  - Outreach and engagement plan
  - Benefit- cost analysis
  - Operation and maintenance requirements & estimations



https://www.nantucket-ma.gov/2974/Washington-Street-Resilience-Framework-P

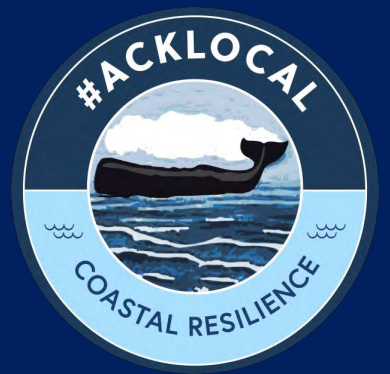
Downtown Neighborhood Flood Barrier- Initial Phase (Easy St.)

- Final report for Existing Conditions and Flood Risk Assessment
  - “Take no action” = $1.2 BILLION in expected losses now-2070
- Final report for Concept and Feasibility Report
- Moving into outreach and engagement
  - Setting up direct abutter meeting
  - Planning to have a joint community open house for Easy St. and Washington St. resilience projects- First week of August



HIGHLIGHTS FROM THE QUARTER

- Input into the Harbor Action Plan Update
- Completed homeowner's survey
- Created an informational brochure
- Downtown site visit
- Recap on Coastal Resilience Districts
- Discussions with local regulatory boards and commissions
- Coastal Resilience Coordinator taught a continuing education class for real estate agents



COASTAL RESILIENCE ADVISORY COMMITTEE

Input to the Nantucket Harbors Action Plan Update

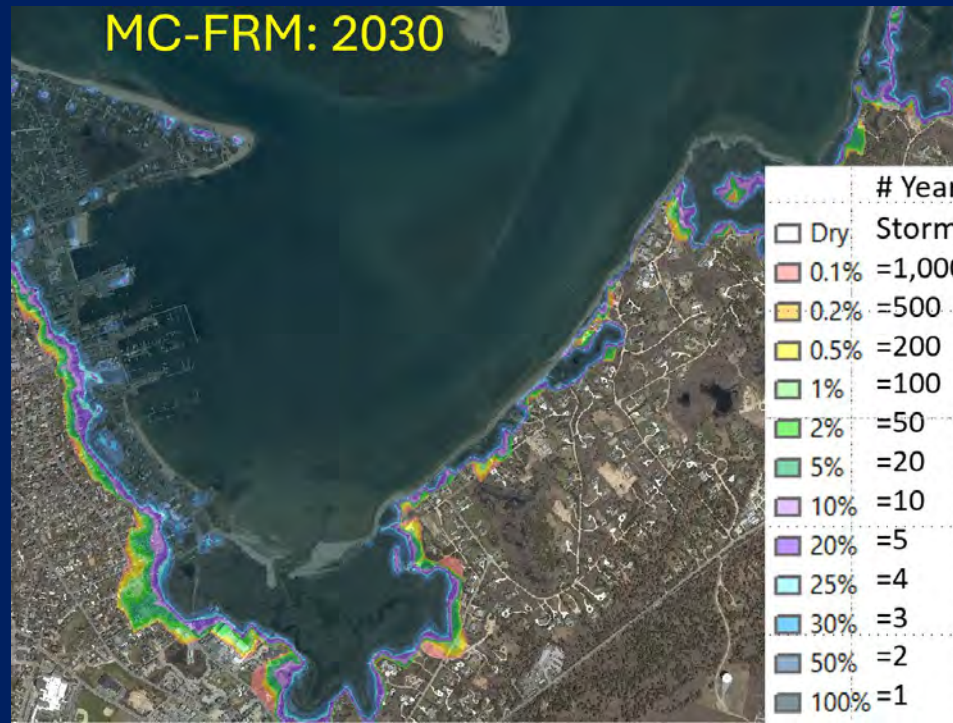
- Urban Harbors Institute attended multiple CRAC meetings
- CRAC members attended 2 Harbor Plan update meetings- 1 in the first quarter and 1 in the second quarter
  - Coastal resiliency now a chapter in the updated plan
  - CRAC gave input on potential solutions and recs.
  - Sections include: Cohesion between Town plans, Rising Sea Levels, Infrastructure Protection and Prioritization, Private vs. Public Costs, Community Involvement in Planning for Climate Change, Structural vs. Nature Based Protections, Education
- Take away is to point to the CRP as much as possible

Presentation on the Massachusetts Coastal Flood Risk Model by Kirk Bosma

- MC-FRM is a model that predicts salt water flooding by coastal storms for 2030, 2050, 2070
- Deep dive into MC-FRM because questions arose during local Wetland Regulation update hearings regarding issues with the model
  - Issues primarily with sea level rise projections and scenarios
  - MC-FRM is NOT a sea level rise model or predictor
- Hoping to get the updated layers on our GIS



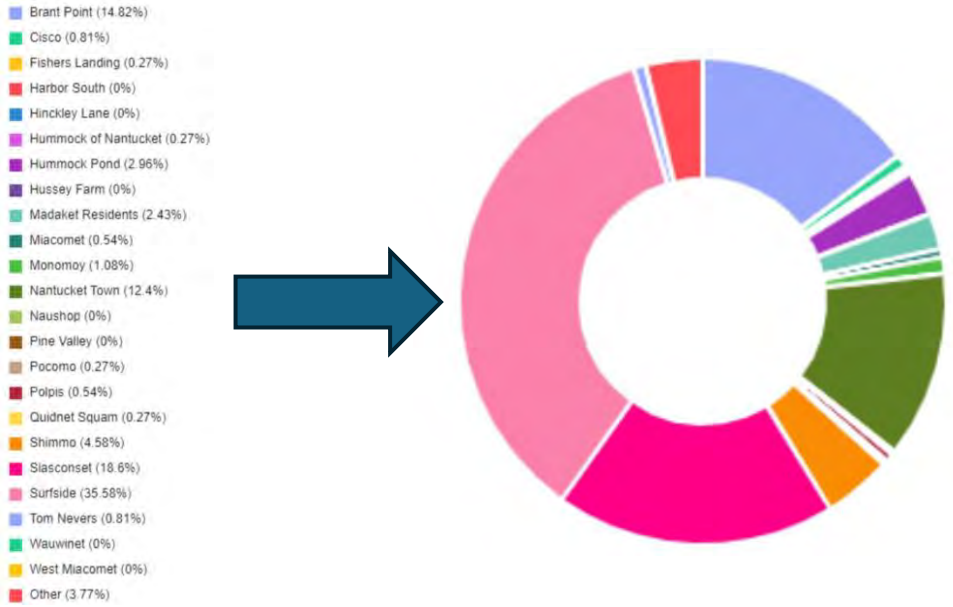


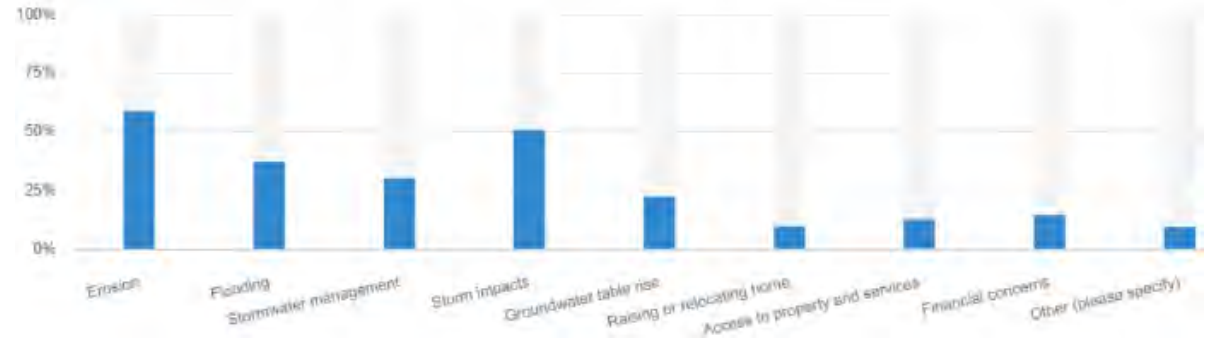


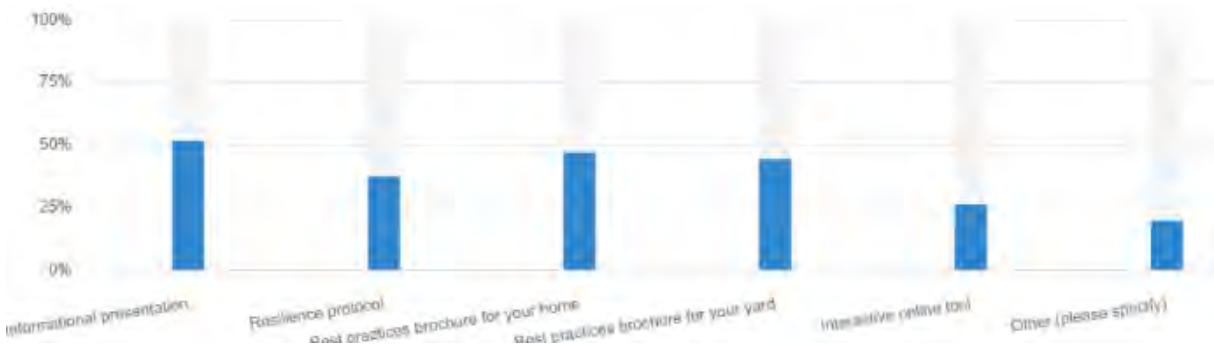
Presentation on the Results from CRAC's Area Association Survey by Peter Morrison

- ~400 participants from 24 different areas

1. What are your biggest concerns today regarding coastal hazards related to sea level rise on your property or within your neighborhood?
2. Do you have concerns about your property or your neighborhood for the future?
3. Are you currently implementing coastal resilience measures?
4. From your perspective how can CRAC help your neighborhood within our capacity?







Discussion on Next Steps for Survey

- Survey still open on CRAC's webpage
- Print card with QR code to pass out at forums this summer and fall
- Continue giving homeowner association presentations
- Create resilience roadmaps for neighborhoods?
- Create resilience guide for yards
- Created homebuyer's brochure



Real Estate and Homebuyers Brochure

- Public comments at CRAC meeting catalyst for this
  - A need to educate real estate agents and homebuyers on coastal hazards and risks
- CRAC gave input on what to include
- Thank you Communication Office!
- Coastal Resilience Coordinator co-taught a continuing education class for Nantucket Real Estate Agents on coastal resilience
  - Thank you NAREB!



FEMA FLOOD MAPS

FIND OUT IF A PROPERTY FALLS WITHIN A CURRENT FLOOD ZONE

Moderate- to low-risk flood areas are designated with the letters B, C, and X on FEMA flood maps. In these areas, the risk of being flooded is reduced, but not completely removed. **One in three insurance claims come from moderate- to low-risk flood areas.**

High-risk flood areas begin with the letters A or V on FEMA flood maps (warm colors on map above). **These areas face the highest risk of flooding.** If you own a property in a high-risk zone and have a federally backed mortgage, **you are required to purchase flood insurance as a condition of that loan.**

SCAN THE QR CODE

- Enter your address in the search bar (upper right hand corner).
- Colors are associated with specific flood zones.

OUR COASTAL RESILIENCE PLAN

The Coastal Resilience Plan for Nantucket presents a comprehensive island-wide strategy, outlining 40 key recommendations to be executed over the coming decade and a half. This proactive approach is designed to mitigate the risks associated with flooding and erosion in Nantucket, ensuring resilient infrastructure through 2070.

SCAN THE QR CODE

- Read the full CRP.
- Find ideas to make your property more resilient.

FOLLOW THESE TIPS TO PROTECT YOUR PROPERTY

- ELEVATE APPLIANCES
- PURCHASE AND MAINTAIN FLOOD INSURANCE
- PLANT WITH NATIVE VEGETATION
- KNOW YOUR RISKS!
- STAY UP TO DATE WITH THE CURRENT CLIMATE CHANGE DATA
- CONTACT US IF YOU HAVE QUESTIONS!

STAY IN TOUCH

- W www.nantucket-ma.gov/crp
- E coastalresilience@nantucket-ma.gov
- I @nrdack
- F /nantucketnrd

TOWN OF NANTUCKET, MASS · INCORPORATED 1671

Coastal Resilience Guide for Real Estate Agents and Homebuyers

Produced by the:

COASTAL RESILIENCE ADVISORY COMMITTEE

This brochure introduces the best available maps and models for erosion, flooding, and groundwater table rise for Nantucket.

Users can input specific addresses to learn about the current and future risks that properties may encounter.

MA COASTAL FLOOD RISK MODEL

FIND OUT WHAT THE FUTURE FLOOD PROBABILITY IS FOR A PROPERTY

This model uses sea level rise, winds, tides, storm surge, wave overtopping, and how hurricanes and winter storms will change with the changing climate to predict future flooding by storms.



SCAN THE QR CODE

- Pick a timeframe (present, 2030, 2050 or 2070).
- Search for an address using the search icon on the upper right corner of the map.
- Colors associate with the probability of a property being flooded with salt water during a coastal storm. Ex. 100% coastal flood exceedance probability zone (dark blue) has a 100% chance (1 year return period) of flooding. In other words there is a 100% chance that this location will get wet with salt water during a coastal storm event.

"Properties within the 1% annual chance storm event or 100-year storm have a 1 in 4 chance of flooding over the course of a 30 year mortgage"

GROUNDWATER TABLE RISE MAP

PREDICITIONS FOR GROUNDWATER LEVEL CHANGE ON A PROPERTY

The groundwater table is anticipated to rise as sea level rises, which may cause new wetlands in areas that are currently dry and expand current wetlands. This may affect properties by having frequently flooded basements and restrictions on building structures and pools. If you are interested in knowing more about groundwater on a property you will have to consult a professional hydrogeologist.



ASK THESE QUESTIONS:

- Where is the septic system located?
- How far away is the property from a wetland?
- Does the property have a flooding history?
- Have neighbors had to move or demo their homes because of erosion?
- Is there enough room on the property to retreat the home?
- Are there any ongoing or future coastal resilience projects in the neighborhood?

NON-REGULATORY FEMA EROSION PROJECTION MAP

FIND OUT IF A PROPERTY IS IN A FUTURE EROSION AREA



SCAN THE QR CODE

- Enter an address in the upper left hand corner.
- The colors associate with the year yellow (2030), orange (2050), and purple (2100).
- There is a ruler (upper right hand corner) where you can measure how many feet are projected to be lost.

"Nantucket has one of the highest erosion rates in MA."

HISTORIC STRUCTURES

Visit www.nantucket-ma.gov/resilientack and learn about best practicies to protect historic properties.



Site Visit



Washington St.

- Children's Beach
  - Segment of Downtown Neighborhood Flood Barrier
  - Concession resilience
- Easy Street
  - Segment of Downtown Neighborhood Flood Barrier
  - Updated risk assessment: now-2070 $1.2 Billion in expect losses due to coastal flooding
  - Active project to bring resilience adaptation to 30% design
- Francis Street Beach Area
  - Explained Phase 1 of Washington St. Resilience Framework Plan
  - Current status: conceptual idea



Town Meeting Recap: Article 67 & 69 by Vince Murphy

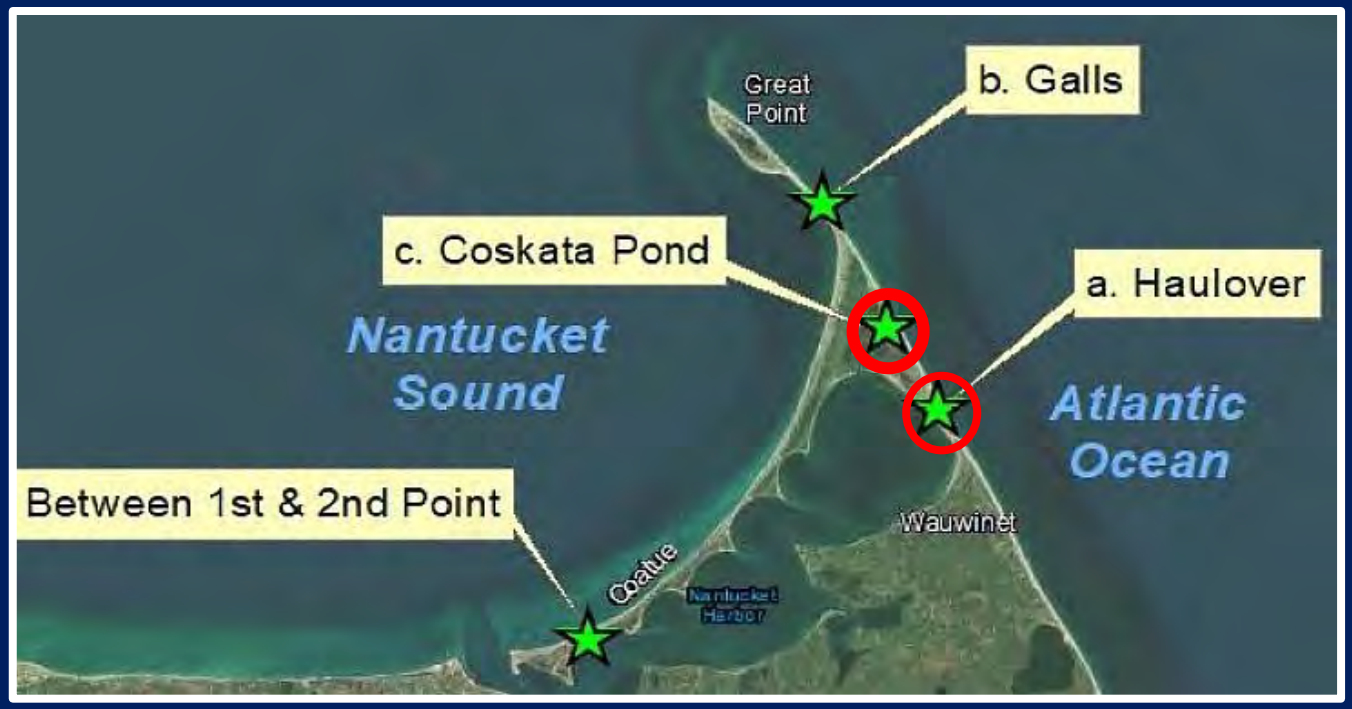
- Committee consensus general confusion from public regarding these articles
- More education and outreach around coastal resiliency and especially Town Meeting Articles
- Suggested to host a forum for public

Public Outreach Ideas

- Still posting every Thursday on NRD's social media
- Reach back out to aligned organizations about adding coastal resilience to their newsletters
- Contact local media to see if they will feature coastal resilience topics
- Hold a coastal resilience forum for the public to ask questions/speak about coastal resilience issues
- Speak at different forums this summer to inform the public about CRAC
  - Civic League's Presidents Breakfast
  - State of the Harbor
  - Climate Change Summit

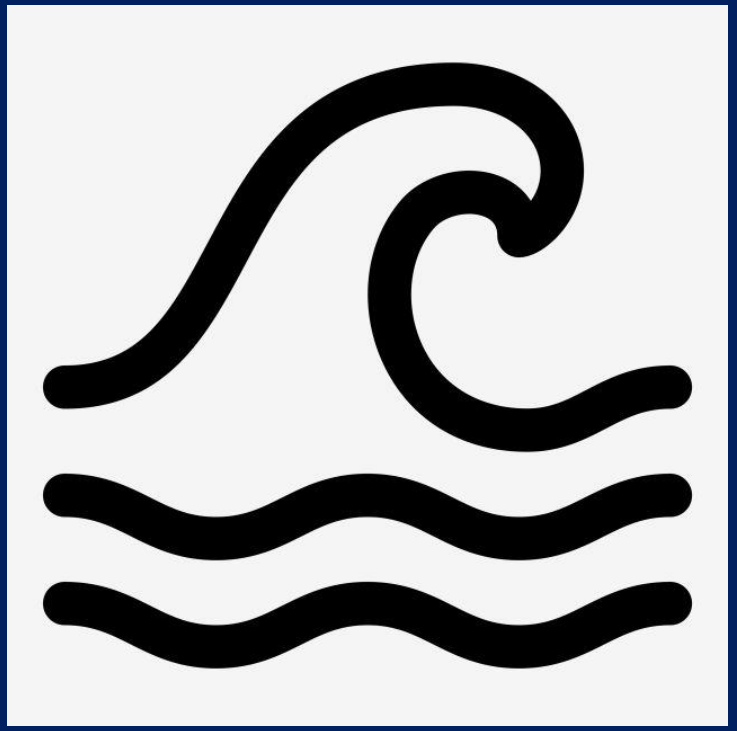
Presentation on CRP Rec #4-3 “Coatue Erosion Management and Dune Resilience”

- Partnership between Nantucket Conservation Foundation and the Trustees
- Develop nature-based coastal resilience alternatives for 2 locations: Haulover + Coskata Pond
- Site assessment, design alternatives, preferred alternative to 30% design



Discussion with Local Regulatory Boards & Commissions

- 2 meetings
- Chairs or vice-chairs from
  - Airport Commission
  - Nantucket Planning and Economic Development Commission
  - Zoning Board of Appeals
  - Planning Board
  - Conservation Commission
  - Board of Health
  - Historic District Commission
- General consensus from these boards and commissions is that their regulations need to be updated to incorporate coastal resiliency





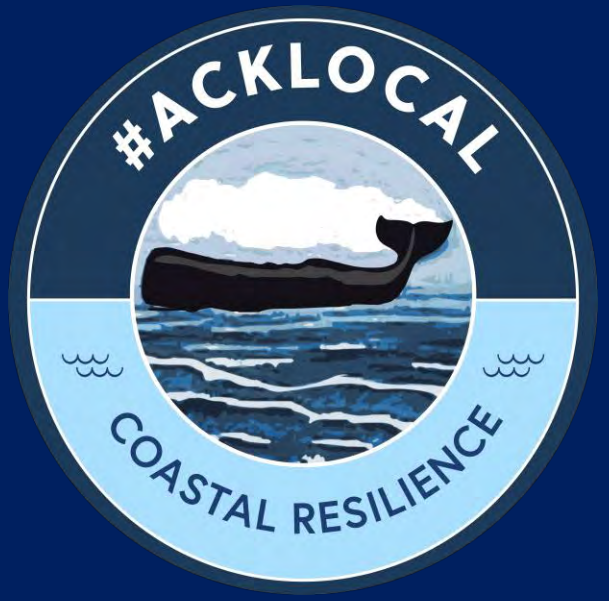
REQUESTS AND RECOMMENDATIONS

- Can CRAC offer comments/suggestions on how to incorporate coastal resiliency into local regulations?

Are there current or upcoming issues for which the Select Board would like the CRAC's advice?

The Coastal Resilience Advisory Committee generally meets on the **second** and **fourth Tuesday** of each month at 10 am via Zoom. Meeting notices and agendas are posted on the Town's website at: https://nantucket-ma.gov/1391/Coastal-Resiliency-Advisory-Committee

Contact Leah Hill, Coastal Resilience Coordinator, lhill@nantucket-ma.gov



Agenda Item Summary

Agenda Item #	IX. **5.**
Date	6/26/2024

Staff

Christopher Lowe & Alice Kellogg

Subject

Letter of Support for Paint Stewardship Program

Executive Summary

PaintCare Inc is non-profit 501©(3) organization, that plan and operate paint stewardship program across the country.

This letter is to support the adoption of Paint Stewardship Laws in the State of Massachusetts.

The PaintCare Program will make it easy for MA Resident to dispose of paint, the cost of disposal will be covered by a PaintCare Fee (lower cost for taxpayers) and keep our waterways clean. The PaintCare program applies a fee to the purchase price of architectural paint. The PaintCare fee covers the cost of collection/transportation/ disposal and public outreach. The fee will vary depending on the state. Since PaintCare is a nonprofit organization, the fee is used to fully operate the program in each state.

Staff Recommendation

To adopt the letter of support.

Background/Discussion

New Item.

Impact: Environmental ☒ Fiscal ☒ Community☒ Other☐

The Paint Stewardship Law will:

- Reduce the amount of hazardous waste going to the landfills and incinerators.
- Lower the cost of hazardous waste collection event for the taxpayer.
- Keep our waterways and aquifer clean

Board/Commission Recommendation

Public Outreach

N/A

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

This in keeping with the Solid Waste Strategic Plan, and Solid Waste Long-Term Planning.

Attachments



By passing a paint stewardship law, Massachusetts will:

SAVE MUNICIPALITIES MONEY, SUPPORT LOCAL RECYCLERS, & PROTECT OUR ENVIRONMENT

A paint stewardship law will make it easy for all Massachusetts residents to properly manage both oil-based and latex paint. Recycling paint through the PaintCare program, which the language from H.823/S.551 would establish, will lower disposal costs for taxpayers, keep our waterways clean, and reduce the amount of hazardous waste going to landfills and incinerators.

A PAINT STEWARDSHIP LAW WILL:



Save local governments around $3 million annually across the Commonwealth.



Make paint recycling easy and free for all MA residents, including those living in rural areas.



Prevent mismanagement of unwanted paint that pollutes waterways and the environment.

HOW A PAINT STEWARDSHIP SYSTEM WORKS

A point-of-sale fee of less than $1.25 per gallon is collected by all paint retailers. The collected funds are managed by a non-profit producer responsibility organization, which represents paint manufacturers. Funds are used to establish paint collection sites, transport paint for processing, and distribute public education materials on proper management of paint.

PRODUCT STEWARDSHIP IS A PROVEN SOLUTION

Eleven states & Washington, D.C. have implemented paint stewardship laws, including the neighboring states of NY, RI, CT, VT, and ME. According to the Product Stewardship Institute, a Boston-based non-profit, paint stewardship programs have saved governments and taxpayers nearly $300 million, and established more than 2,300 collection sites, over 70% of which are at voluntary retail locations.

SEE REVERSE FOR A LIST OF SUPPORTING MUNICIPALITIES AND ORGANIZATIONS IN MASSACHUSETTS

Waneta Trabert
MA Product Stewardship Council
City of Newton DPW
wtrabert@newtonma.gov

Sharon Byrne Kishida
MA Product Stewardship Council
Former MassDEP MAC
sbkishida@gmail.com

For more information on paint stewardship laws visit: PaintCare.org

Updated May 28, 2024

Content adapted with permission from Eco-Cycle/Recycle Colorado

WIDE SPREAD SUPPORT ACROSS MASSACHUSETTS

The following Massachusetts municipalities, businesses, and organizations have signed an endorsement of paint stewardship. Municipalities representing 52% of the state population have voiced their support.

Local Governments

City of Boston*
Barnstable County*
South Shore Recycling Cooperative* (representing 18 municipalities)
Minuteman Household Hazardous Products Committee* (representing 9 municipalities)
City of Springfield*
City of Cambridge
City of New Bedford
City of Lynn*
City of Lawrence*
City of Newton*
City of Somerville
City of Malden*
City of Brookline*
City of Revere
City of Chicopee*
City of Peabody*
City of Methuen*
City of Everett*
City of Salem
City of Pittsfield*
Franklin County Solid Waste Management District (representing 21 municipalities)
City of Leominster
Town of Arlington*
City of Beverly
City of Fitchburg
City of Woburn
City of Westfield*
City of Holyoke*
Northern Berkshire Solid Waste Management District* (representing 13 municipalities)
Town of Braintree
Town of Falmouth
City of Gloucester*
City of Northampton*
Town of Danvers*
Town of Middleborough
Town of Acton*
Town of Ludlow*
Bourne Recycling Committee
Town of Marblehead*
Town of Somerset*
City of Greenfield*
City of Newburyport*
Town of Grafton*
Town of Webster*
Town of East Longmeadow*
Town of Longmeadow*

Local Governments

Town of Abington
Town of Auburn*
City of Easthampton*
Hilltown Resource Management Cooperative * (representing 10 municipalities)
Town of Swampscott
Town of Wilbraham*
Ipswich Waste Reduction Advisory Committee
Town of Kingston
City of North Adams*
Town of Tyngsborough*
Town of Adams*
Town of Boxford
Town of Rockport*
Town of West Boylston*
Town of Great Barrington*
Town of Harvard
Town of Granby*
Town of Dalton*
Town of Williamstown*
Town of Lee*
Town of Wenham*
Town of Lenox*
Town of Sherborn
Town of Manchester-by-the-Sea*
Town of Sheffield*
Town of Ashby
Town of Lanesborough*
Town of Stockbridge*
Town of Shutesbury
Town of Becket*
Town of Clarksburg*
Town of West Stockbridge*
Town of Worthington*
Town of Otis*
Town of Chesterfield
Town of Hinsdale*
Town of Egremont*
Town of Windsor*
Town of Savoy*
Town of Florida*
Town of Plainfield*

*Have passed a resolution or submitted an official support letter for paint stewardship

Non-Government Organizations

Massachusetts Municipal Association*
Environmental League of Massachusetts*
American Coatings Association
Product Stewardship Institute, Inc.
National Stewardship Action Council
League of Women Voters of Massachusetts
Keep Massachusetts Beautiful
Connecticut River Conservancy
Seaside Sustainability
Green Newton
Cape Cod Anti-Litter Coalition
Cape Cod's Faith Communities Environmental Network
Energy and Climate Committees of the Cape and Islands
350 Mass Berkshires
Cape Ann Climate Coalition
Town Green
Salem Sound Coastwatch
Elders Climate Action - Massachusetts*
Keep Salem Beautiful
Zero Waste Arlington
Green Beverly*
Beverly Waste Reduction Committee
Greening Greenfield*
Zero Waste Melrose
North Reading Green Alliance
Green Maynard
Lee Greener Gateway Committee
Saugus Action Volunteers for the Environment
Sheffield Saves
Shutesbury Recycling and Solid Waste Committee
Sustainability Committee of Tyngsboro, MA
Wachusett Earthday Inc
Zero Waste Amherst
First Parish Church of Stow and Acton Climate Task Force

Businesses

Aubuchon Hardware*
Home Decor Group*
Recolor Paints
Allonnia
Black Earth Compost
Clean-Seas, Inc.
Helpsy
Manchester Marine
NEC Solar
Pinto Recycling, Inc
Hamshaw Lumber, Inc*

June 16, 2024

The Honorable Aaron Michlewitz, Chair
The Honorable Ann-Margaret Ferrante, Vice Chair
House Committee on Ways and Means
24 Beacon Street
State House
Boston, MA 02133

RE: House Bill H.823 — An Act Relative to Paint Recycling
Senate Bill S.551 — An Act Relative to Paint Recycling
(both contained within H.4263 before House Ways and Means)

Dear Chair Michlewitz, Vice Chair Ferrante, Assistant Vice Chair Haddad, and Members of House Ways and Means,

On behalf of **Town of Nantucket**, I would like to express our endorsement for the language from the paint recycling bills H.823/S.551. As an organization advocating for environmental sustainability, we believe that enacting this legislation is crucial for addressing the pressing issues related to waste disposal in our state, which is facing a capacity crisis.

A Paint Stewardship law would establish a convenient collection network for the proper management of all architectural paint, from both commercial and residential sectors. This initiative would significantly reduce the improper discarding of paint—a toxic substance contributing to harmful environmental pollution. Experience from neighboring states, including Connecticut, Rhode Island, Maine, Vermont, and New York, demonstrates the effectiveness of paint stewardship laws in diverting paint from waste-to-energy facilities and landfills.

Enacting a Paint Stewardship law is not only a step towards relieving municipalities and consumers of escalating solid waste management costs but will also reduce toxic waste in landfills and decrease greenhouse gasses generated by the paint industry by 4%. The support for discarding latex and oil-based paints at participating retail stores and transfer stations has strong backing from not only environmental groups, but businesses, and residents in Massachusetts. This policy mechanism aligns with the evolving needs of our waste management system, which faces a wide array of challenges to responsibly manage a diverse range of manufactured goods, including paint.

I implore you, our elected leaders, to take all necessary actions to pass the paint stewardship bill language from H.823/S.551 into law. I urge the House Committee on Ways and Means to move favorably on the pending Paint Stewardship legislation.

Thank you for your attention to this matter and thank you for your public service.

Sincerely,

Elizabeth C. Gibson
Town Manager
Town of Nantucket

Agenda Item Summary

Agenda Item #	X. 1a, 2b, 1c
Date	06/26/2024

Staff

Tracy MacDonald, Real Estate Specialist

Subject

Approval, execution and acceptance of a land exchange with Nantucket Islands Land Bank including a conveyance of five (5) parcels from Town of Nantucket to Nantucket Islands Land Bank pursuant to Article 92 of the 2021 Annual Town Meeting in exchange for their conveyance of portions of Milestone Rotary Bike Path and the Nobadeer Recreational Area, together with Easements thereto.

Executive Summary

Deed from Town of Nantucket ("Town") to Nantucket Islands Land Bank ("Land Bank") of "Mill Hill Park" consisting of 5 parcels, including 39 Prospect St, Lot D on Plan 12559-A, North Mill Street on Plan 13837-A, 47 Prospect St, Lot C on Plan 12559-A, 37 Prospect St and 29 Vesper Lane, Lot 15 on Plan Book 24, Page 84 (16.5± acres), together with a reserved easement by the Town of Nantucket pursuant to Article 92 of the 2021 Annual Town Meeting in exchange for Land Bank conveyance to the Town of "Milestone Rotary Bike Path" at 2 Milestone Road, Lot 13 on Plan 7302-E (4,578± sq. ft) and 174 Orange Street, Lot 2 on Plan 2024-3 (2,975± sq. ft.), together with a reserved Easement by the Land Bank; and conveyance of the "Nobadeer Recreational Area" (14.814± acres) situated at the intersection of Milestone Road and Nobadeer Farm Road, Lot 17, Plan 2023-36, together with a reserved appurtenant easement over Lot 16. Said conveyances all pursuant to Chapter 93 of the Acts of 2022.

Staff Recommendation

Real Estate Specialist, Town Counsel, Planning

Background/Discussion

Town Counsel has facilitated the transactional documents and reviewed with staff and Land Bank Counsel and the Deeds have been approved by all parties and are recommended for execution. It is the opinion that this conveyance is for proper stewardship of the properties and for maintenance and management for the benefit of the community. This conveyance is a land exchange for relatively equal total area not adversely affecting the Town or Land Bank value or purpose of ownership and benefits the overall management of the properties.

Impact: Environmental ☒ Fiscal ☒ Community☒ Other☐

Efficient Town operations and conservation.







Board/Commission Recommendation

N/A

Public Outreach

None

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

Meets the plan goals of efficient County Operations, strategic plans as well as conservation and overall Master Plan.

Attachments

Deed Mill Hill Park, Plans 12559-A, 13837-A and Plan Book 24, Page 84; Deed Milestone Rotary Bike Path, Plans 7302-E and 2024-3; Deed Nobadeer Recreational Area, Plan 2023-36; Certified Vote of Article 92 of 2021 ATM.







Acts (2022)

Chapter 93

AN ACT AUTHORIZING THE EXCHANGE OF CERTAIN PARCELS OF LAND BETWEEN THE TOWN OF NANTUCKET AND THE NANTUCKET ISLANDS LAND BANK.

Be it enacted by the Senate and House of Representatives in General Court assembled, and by the authority of the same, as follows:

SECTION 1. To promote the effective and efficient management of each property for the purposes that it is now used, the town of Nantucket and the Nantucket Islands Land Bank may exchange ownership of the property commonly known as Mill Hill park, owned by the town of Nantucket as a public park, for the property commonly known as the Nobadeer playing fields, owned by the Nantucket Islands Land Bank for recreational purposes, all as more particularly described in this act.

SECTION 2. (a) Notwithstanding any general or special law to the contrary, the Nantucket Islands Land Bank may transfer, convey or otherwise dispose of portions of a certain parcel of land situated in the town of Nantucket to the town of Nantucket for recreational purposes. The portions of land are described as follows:

(i) approximately 14.8 acres of Lot 1 on the plan entitled “Plan of Land North Pasture Milestone Road on Nantucket, MA”, dated

plan file 52A, which is a portion of the land described in a deed recorded in the Nantucket registry of deeds in book 565, page 17, being that project area called the Nobadeer farm recreational facility permitted by the division of fisheries and wildlife and recorded in the Nantucket registry of deeds in book 1167, page 213, and also being a portion of parcel 1 on Nantucket assessor's map 69; and

(ii) a parcel of land comprised of a portion of 2 Milestone road, shown on Nantucket tax assessor's map 55 as parcel 65 and a portion of 174 Orange street, shown on Nantucket 169 tax assessor's map 55 as parcel 64, from the edge of asphalt road up to and including the existing bike path, as shown on a plan entitled "Conceptual Plan for 174 Orange Street and 2 Milestone Road", containing 7,450 square feet, more or less, which is a portion of the land more particularly described in a deed recorded in the Nantucket registry of deeds in book 1697, page 2.

(b) Any disposition of land under this section shall be on such terms and conditions as the Nantucket Islands Land Bank Commission deems appropriate, which may include the reservation of restrictions and easements and which shall be conditioned upon receipt of the parcel of land described in section 3.

SECTION 3. Notwithstanding any general or special law to the contrary, the town of Nantucket may transfer, convey or otherwise dispose of portions of certain parcels of land in the town of Nantucket to the Nantucket Islands Land Bank for passive recreational, open space or public park purposes.

The land consists of approximately 16.5 acres of land and is comprised of the following 5 parcels of land which were acquired for

park, conservation and recreation purposes:

(i) the land located at 37 Prospect street as shown on Nantucket tax assessor's map 55.4.4 as parcel 81, being the fourth parcel of land described in the deed recorded in the Nantucket registry of deeds in book 124, page 403;

(ii) the land located at 39 Prospect street as shown on Nantucket tax assessor's map 55.4.4 as parcel 57, being the first parcel described in the deed recorded in the Nantucket registry of deeds in book 124, page 403, and shown as lot D on land court plan number 12559A;

(iii) the land located at 47 Prospect street as shown on Nantucket tax assessor's map 55 as parcel 321, being the third parcel described in the deed recorded in the Nantucket registry of deeds in book 124, page 403, and shown as lot C on said land court plan number 12559A;

(iv) the land located on North Mill street as shown on Nantucket tax assessor's map 55 as parcel 319, being the second parcel described in the deed recorded in the Nantucket registry of deeds in book 124, page 403, and shown on land court plan number 13837A; and

(v) the land located at 29 Vesper lane as shown on Nantucket tax assessor's map 55 as parcel 1, being described in the deed recorded in the Nantucket registry of deeds in book 663, page 250 and shown as Lot 15 on the plan recorded in Nantucket registry of deeds in plan book 24, page 84.

(b) Any disposition of land under this section shall be on such terms and conditions as the select board of the town of Nantucket deems appropriate, which may include the reservation of restrictions and easements and which shall be conditioned upon receipt of the parcel of land described in section 2.

SECTION 4. This act shall take effect upon its passage.

Approved, June 22, 2022.

QUITCLAIM DEED

MILESTONE ROTARY BIKE PATH

The **NANTUCKET ISLANDS LAND BANK**, established pursuant to Chapter 669 of the Acts of 1983, as amended (the "Land Bank Act"), acting by and through the Nantucket Islands Land Bank Commission, having an address of 22 Broad Street, Nantucket, Massachusetts 02554 ("Grantor") for consideration of One Dollar ($1.00) hereby grants with **QUITCLAIM COVENANTS** to the **TOWN OF NANTUCKET**, a Massachusetts municipal corporation, acting by and through its Select Board, having an address of Nantucket Town & County Building, 16 Broad Street, Nantucket, Massachusetts 02554 ("Grantee") for recreational purposes, including without limitation as part of a bike path, two certain parcels of land located at Milestone Rotary in Nantucket, Massachusetts (together, the "Premises") being more particularly described as follows:

Registered Parcel

A parcel of vacant land consisting of approximately 4,578 square feet and shown as Lot 13 on the plan entitled "Plan of Land in Nantucket, MA, Prepared for Nantucket Islands Land Bank, 2 Milestone Road" by Nantucket Engineering & Survey, P.C. dated April 5, 2022, filed with the Nantucket Land Registration District as Plan 7302-E.

For Grantor's title, see Nantucket Owner's Certificate of Title No. 27315.

Unregistered Parcel

A parcel of vacant land consisting of approximately 2,975 square feet and shown as Lot 2 on the plan entitled "Plan of Land in Nantucket, MA Prepared for Nantucket Islands Land Bank, 174 Orange Street" by Nantucket Engineering and Survey, P.C. dated April 5, 2022, recorded with the Nantucket Registry of Deeds as Plan 2024-3.

Said Lot 2 is a portion of the parcel described in the deed to Grantor recorded in said Deeds Book 1697 Page 2, which is approximately shown on the Town of Nantucket Assessor's Map 55 as Parcel 64.

The Grantor reserves as appurtenant to Lot 12 on Land Court Plan 7302-E and to Lot 13 on Plan 2024-3 (collectively, the "Benefitted Land") the following easements (collectively, the "Reserved Easements"):

a. An easement over the Premises in mutually acceptable locations for purposes of the installation, maintenance, operation, inspection, repair, and replacement of one or more multi-purpose paths or roads and/or utilities from Orange Street and/or Milestone Road to the Benefitted Land and for access to the Premises for these purposes; and
b. Grantor reserves the right, but not the obligation, to manage and maintain vegetation located on the Premises, if Grantee fails to maintain it in a manner suitable to Grantor for the road frontage of the Benefitted Land.

All activities pursuant to the Reserved Easements shall be at the Grantor's sole expense and shall be exercised only after written notice to Grantee and consultation regarding the nature and location of the work proposed. Such work shall not commence until Grantor has procured all necessary approvals and permits for the work. Grantor shall perform all such work in a safe, diligent and workmanlike manner and in compliance with all laws, ordinances, rules and regulations. To the extent that Grantor's exercise of its rights under the Reserved Easements disturbs land or vegetation, the Grantor, at its sole cost and expense, shall promptly restore said land and vegetation to its condition immediately prior thereto so far as reasonably practicable.

For Grantor's authority to make this conveyance, see Chapter 93 of the Acts of 2022.

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

Executed under seal this ____ day of _____, 2024.

NANTUCKET ISLANDS LAND BANK
By its Commission

_____
Neil Paterson

_____
Allen B. Reinhard

_____
Mark Donato

_____
Kristina Jelleme

_____
John J. Stackpole

COMMONWEALTH OF MASSACHUSETTS

Nantucket, ss.

On this _____ day of _____, 2024, before me, the undersigned notary public, personally appeared the above-named Commissioners, proved to me through satisfactory evidence of identification, which was personal knowledge, to be the persons whose names are signed on the preceding or attached document, and acknowledged to me that they signed it in their capacity as Commissioners of the Nantucket Islands Land Bank voluntarily for its stated purpose.

_____
Notary Public
My Commission Expires:

ACCEPTANCE BY TOWN OF NANTUCKET

We, the undersigned being a majority of the members of the Town of Nantucket Select Board, hereby certify that at a meeting of the Board held on the ___ day of _____, 2024, upon motion duly made and seconded, it was voted, pursuant to the authority of Chapter 93 of the Acts of 2022, to accept the foregoing Deed of the Nantucket Islands Land Bank.

TOWN OF NANTUCKET
SELECT BOARD

_____
Brooke Mohr

_____
Matthew G. Fee

_____
Thomas M. Dixon

_____
Malcolm W. MacNab

_____
Dawn E. Hill Holdgate

COMMONWEALTH OF MASSACHUSETTS

Nantucket, ss.

On this _____ day of _____, 2024, before me, the undersigned Notary Public, personally appeared Brooke Mohr, Matthew G. Fee, Thomas M. Dixon, Malcolm E. MacNab, and Dawn E. Hill Holdgate, members of the Town of Nantucket Select Board and proved to me through satisfactory evidence of identification, which was personal knowledge, to be the persons whose names are signed on the preceding document, and acknowledged to me that they signed it voluntarily for its stated purpose as members of the Town of Nantucket Select Board.

_____
Notary Public
My Commission Expires:



LOCUS MAP 1" = 2000'

"I CERTIFY THAT THIS PLAN WAS DRAWN FROM AN ACTUAL SURVEY MADE ON THE GROUND IN ACCORDANCE WITH THE LAND COURT INSTRUCTIONS OF 2006 ON OR BETWEEN 03-10-22 AND 04-5-22."

DATE: 1/6/23

REGISTERED PROFESSIONAL LAND SURVEYOR

I CERTIFY THAT AS OF THE DATE OF THIS SURVEY, THE MONUMENTS CONTROLLING PRIOR PLANS ARE IN THE GROUND AS SHOWN AND DESCRIBED HEREON. I FURTHER CERTIFY THAT ANY ADDITIONAL MONUMENTS SHOWN HEREON HAVE BEEN SET IN ACCORDANCE WITH THE LAND COURT INSTRUCTIONS OF 2006 AS OF THE DATE OF THIS SURVEY.

PROFESSIONAL LAND SURVEYOR — 1/6/23 DATE

CURRENT ZONING CLASSIFICATION:
LIMITED USE GENERAL-1 (LUG-1)

MINIMUM LOT SIZE: 40,000 S.F.
MINIMUM FRONTAGE: 100 FT.
FRONT YARD SETBACK: 35 FT.
REAR/SIDE SETBACK: 10 FT.
GROUND COVER %: 7%

55-295
N/F
4 SALT MARSH ROAD NOMINEE TRUST
DBK 1628 PG 13 &
LISA H. SYDNESS 2012 RESIDENCE TRUST
DBK 1362 PG 242
LOT 2, PLFL 6-C

55-64
NANTUCKET ISLANDS LAND BANK
DBK 1697 PG 2
LOT 1, PLFL 23-B

55-274
COUNTY OF NANTUCKET
C# 15,135
LOT 2, LCPL 7302-C

55-66
N/F
HARBORWATCH, LLC
C# 27696
LOT 1, LCPL 7302-B

ORANGE STREET (public variable width)

CB FND DESTROYED

N 85°20'05" E 145.55'

N 82°41'55" E 276.57'

N 65°49'45" E 173.45'

N 65°49'45" E 136.00'

LCPL 7302-C

N 12°32'00" W 339.38'

S 10°38'45" W 301.55'

37.51'

108.04'

N59°32'10"W 107.28'

LOT 13 4,578 SF±

LOT 12 71,574 SF±

N 64°28'09" W 243.52'

171.38'

CBDH FND HELD

MILESTONE (State Layout 1894' 66' wide) ROAD

MULTI-USE ASPHALT PATH

275.62'

N 73°53'50" W 447.00'

CBDH FND HELD FOR LINE

136.00'

S 73°53'50" E

136.00'

N 64°31'10" E

MONOMOY ROAD

EDGE OF PAVEMENT

MILESTONE (STATE LAYOUT 1894 - 150' wide) ROAD
(CORRESPONDS WITH ROAD SHOWN AS SIASCONSET ROAD ON LCPLS 7302-A, B & C)

DETAIL NTS: 136.00', 173.45', 0.07', 0.02', CBDH FND, 301.55'

DETAIL NTS: IP FND, 0.05', 0.07', 136.00', 339.38'

DETAIL NTS: 339.38', 136.00', 0.09', 0.04', CTR SB FND TIPPED

DETAIL NTS: 136.00', 136.00', 0.07', 0.25', SBDH FND

BEING A SUBDIVISION OF LOT 3
SHOWN ON LAND COURT PLAN 7302-C

Plan of Land

In Nantucket, MA
Prepared for
NANTUCKET ISLANDS LAND BANK
2 MILESTONE ROAD
Map 55 Parcel 65,
Scale: 1"=40' APRIL 5, 2022

7302E

LAND COURT
FEB 16 2023
FILED

Lots 12+13

COMMONWEALTH OF MASSACHUSETTS
ARTHUR D. GASBARRO, III
No. 47149
PROFESSIONAL LAND SURVEYOR
1/6/23

NANTUCKET ENGINEERING & SURVEY, PC
20 Mary Ann Drive Nantucket, MA 02554
NantucketEngineer.com 508-825-5053

GRAPHIC SCALE
0 40 80 120
(IN FEET)
1 inch = 40 ft.

SURVEY PRECISION : 1:73,198 (RAW)
LINEAR ERROR OF CLOSURE : 0.032 (RAW)
DIRECTIONAL ERROR OF SURVEY : S12°56'35"W
EDM ACCURACY - TRIMBLE S7 : ±(1mm+2ppm)

I CERTIFY THAT THE CONDITIONS ON THE GROUND ARE THE SAME NOW, JANUARY 6, 2023, AS AT THE TIME OF THE ORIGINAL SURVEY DATED APRIL 5, 2022, WITH NO EXCEPTIONS.

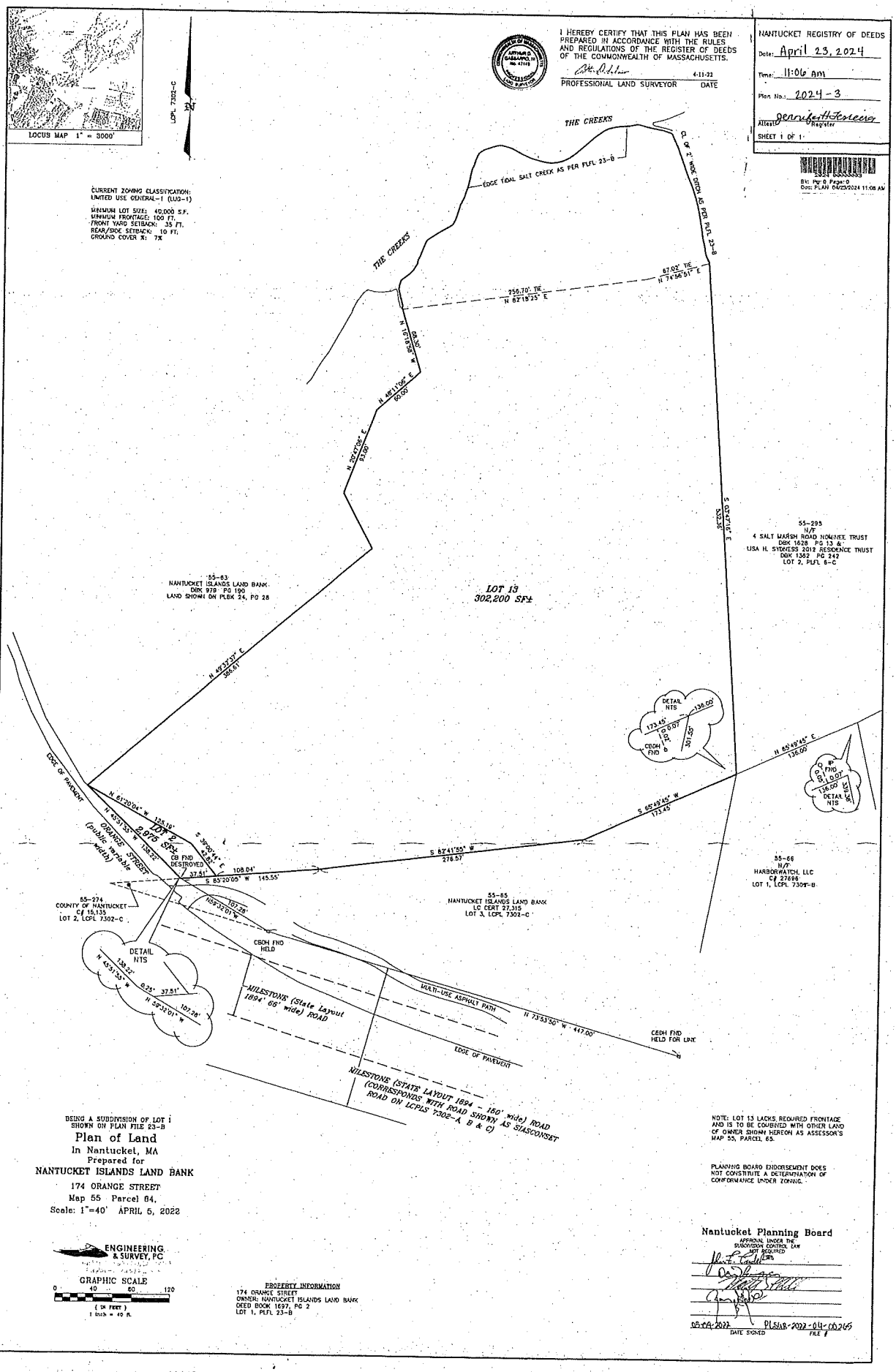
ARTHUR D. GASBARRO, PLS — 1/6/23 JANUARY 6, 2023

PROPERTY INFORMATION
2 MILESTONE ROAD
OWNER: NANTUCKET ISLANDS LAND BANK
CERT. 27315 LCPL 7302-C LOT 3

PLANNING BOARD ENDORSEMENT DOES NOT CONSTITUTE A DETERMINATION OF CONFORMANCE UNDER ZONING.

Nantucket Planning Board
APPROVAL UNDER THE SUBDIVISION CONTROL LAW NOT REQUIRED

01-09-2023 PLSUB-2022-04-002 65
DATE SIGNED FILE #


LOCUS MAP 1" = 3000'
LCPL 7302-C
I HEREBY CERTIFY THAT THIS PLAN HAS BEEN PREPARED IN ACCORDANCE WITH THE RULES AND REGULATIONS OF THE REGISTER OF DEEDS OF THE COMMONWEALTH OF MASSACHUSETTS.
PROFESSIONAL LAND SURVEYOR
4-11-22
DATE
NANTUCKET REGISTRY OF DEEDS
Date: April 23, 2024
Time: 11:06 am
Plan No.: 2024-3
Attest: Jennifer H. Goreau, Register
SHEET 1 OF 1
Bk: Par: 0 Page: 0
Doc: PLAN 04/23/2024 11:06 AM
CURRENT ZONING CLASSIFICATION:
LIMITED USE GENERAL-1 (LUG-1)
MINIMUM LOT SIZE: 40,000 S.F.
MINIMUM FRONTAGE: 100 FT.
FRONT YARD SETBACK: 35 FT.
REAR/SIDE SETBACK: 10 FT.
GROUND COVER %: 7%
THE CREEKS
EDGE TIDAL SALT CREEK AS PER PLFL 23-B
CL OF 2' WIDE DITCH AS PER PLFL 23-B
THE CREEKS
259.70' TIE
N 87°18'25" E
67.02' TIE
N 74°56'51" E
N 10°58'58" W 98.30'
N 48°11'05" E 60.00'
N 29°17'04" E 83.80'
S 43°43'16" E 352.38'
55-295
H/F
4 SALT MARSH ROAD NOMINEE TRUST
DBK 1628 PG 13 &
LISA H. SYDNESS 2012 RESIDENCE TRUST
DBK 1302 PG 242
LOT 2, PLFL 6-C
55-83
NANTUCKET ISLANDS LAND BANK
DBK 979 PG 190
LAND SHOWN ON PLBK 24, PG 28
LOT 13
302,200 SF±
N 49°37'27" E 306.61'
EDGE OF PAVEMENT
N 61°20'04" W 125.19'
LOT B
8,875 SF±
DRAINAGE "STREET" (public way) to be discontinued
N 43°51'33" W 139.22'
S 37°20'41" E 82.51'
CB FND DESTROYED
37.51'
108.04'
S 85°20'05" W 145.55'
S 87°41'55" W 276.57'
S 65°49'45" W 173.45'
N 65°49'45" E 136.00'
DETAIL NTS
173.45'
136.00'
CBOH FND
301.25'
IP FND
136.00'
DETAIL NTS
55-274
COUNTY OF NANTUCKET
CF 15,135
LOT 2, LCPL 7302-C
55-85
NANTUCKET ISLANDS LAND BANK
LC CERT 27,315
LOT 3, LCPL 7302-C
55-66
H/F
HARBORWATCH, LLC
CF 27886
LOT 1, LCPL 7301-B
DETAIL NTS
139.22'
N 43°51'33" W
0.25'
37.51'
N 59°32'01" W
107.28'
107.28'
N 59°32'01" W
CBOH FND HELD
MILESTONE (State Layout 1894 - 66' wide) ROAD
MULTI-USE ASPHALT PATH
N 73°53'50" W 447.00'
CBOH FND HELD FOR LINE
EDGE OF PAVEMENT
MILESTONE (STATE LAYOUT 1894 - 150' wide) ROAD
(CORRESPONDS WITH ROAD SHOWN) AS SIASCONSET ROAD ON LCPLS 7302-A, B & C)
BEING A SUBDIVISION OF LOT 1
SHOWN ON PLAN FILE 23-B
Plan of Land
In Nantucket, MA
Prepared for
NANTUCKET ISLANDS LAND BANK
174 ORANGE STREET
Map 55 Parcel 84,
Scale: 1"=40' APRIL 5, 2022
ENGINEERING & SURVEY, PC
GRAPHIC SCALE
0 40 80 120
(IN FEET)
1 inch = 40 ft.
PROPERTY INFORMATION
174 ORANGE STREET
OWNER: NANTUCKET ISLANDS LAND BANK
DEED BOOK 1697, PG 2
LOT 1, PLFL 23-B
NOTE: LOT 13 LACKS REQUIRED FRONTAGE AND IS TO BE COMBINED WITH OTHER LAND OF OWNER SHOWN HEREON AS ASSESSOR'S MAP 55, PARCEL 85.
PLANNING BOARD ENDORSEMENT DOES NOT CONSTITUTE A DETERMINATION OF CONFORMANCE UNDER ZONING.
Nantucket Planning Board
APPROVAL UNDER THE SUBDIVISION CONTROL LAW NOT REQUIRED
05-04-2022
DATE SIGNED
PLSUB-2022-014-000265
FILE #

QUITCLAIM DEED

NOBADEER RECREATIONAL AREA

The **NANTUCKET ISLANDS LAND BANK**, established pursuant to Chapter 669 of the Acts of 1983, as amended (the "Land Bank Act"), acting by and through the Nantucket Islands Land Bank Commission, having an address of 22 Broad Street, Nantucket, Massachusetts 02554 ("Grantor") for consideration of One Dollar ($1.00) hereby grants with **QUITCLAIM COVENANTS** to the **TOWN OF NANTUCKET**, a Massachusetts municipal corporation, acting by and through its Select Board, having an address of Nantucket Town & County Building, 16 Broad Street, Nantucket, Massachusetts 02554 ("Grantee") for recreational purposes, a parcel of land located at the intersection of Milestone Road and Nobadeer Farm Road in Nantucket, Massachusetts (the "Premises") being more particularly described as follows:

A parcel of vacant land consisting of approximately 14.814 Acres and shown as Lot 17 on the plan entitled "Division Plan of Land Milestone, Nobadeer Farm & Hinsdale Roads, Nantucket, Mass., Prepared for Town of Nantucket & Nantucket Islands Land Bank" by Blackwell & Associates, Inc. dated June 24, 2023, recorded with the Nantucket Registry of Deeds as Plan 2023-36 (the "Plan").

Said Lot 17 is a portion of the parcel described in the deed to Grantor recorded in said Deeds in Book 565, Page 17, which is approximately shown on the Town of Nantucket Assessor's Map 69 as Parcel 1, having an address of 7 Nobadeer Farm Road. See also the deed recorded with said Deeds in Book 865, Page 255.

The Premises is subject to or adjacent to the following listed encumbrances and by accepting this Deed, Grantee agrees and covenants to comply therewith, to the extent they impact or limit use of the Premises.

1. Bike Path running between Nobadeer Farm Road and Hinsdale Road as shown on the Plan, installed and managed pursuant to the Easement Agreement dated August 12, 2008, recorded with said Deeds in Book 1151, Page 107.
2. Conservation and Management Permit 008-126.DFW dated November 25, 2008, recorded with said Deeds in Book 1167, Page 213.

3. Conservation Restriction held by the Town of Nantucket acting by and through its Conservation Commission recorded with said Deeds in Book 1412, Page 80.

The Grantor reserves as appurtenant to Lot 16 on the Plan an easement over the Premises in mutually acceptable locations for purposes of the maintenance, operation, inspection, repair, and monumentation of the Conservation Restriction and Conservation and Management Permit described above and for access to said Lot 16 for these purposes (the "Reserved Easement"). All activities pursuant to this Reserved Easement shall be at the Grantor's sole expense and shall be exercised only after written notice to Grantee and consultation regarding the nature and location of the work proposed. Such work shall not commence until Grantor has procured all necessary approvals and permits for the work. Grantor shall perform all such work in a safe, diligent and workmanlike manner and in compliance with all laws, ordinances, rules and regulations. To the extent that Grantor's exercise of its rights under the Reserved Easement disturbs land or vegetation, the Grantor, at its sole cost and expense, shall promptly restore said land and vegetation to its condition immediately prior thereto so far is as reasonably practicable.

For Grantor's authority to make this conveyance, see Chapter 93 of the Acts of 2022.

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

Executed under seal this ____ day of _____, 2024.

NANTUCKET ISLANDS LAND BANK
By its Commission

_____
Neil Paterson

_____
Allen B. Reinhard

_____
Mark Donato

_____
Kristina Jelleme

_____
John J. Stackpole

COMMONWEALTH OF MASSACHUSETTS

Nantucket, ss.

On this _____ day of _____, 2024, before me, the undersigned notary public, personally appeared the above-named Commissioners, proved to me through satisfactory evidence of identification, which was personal knowledge, to be the persons whose names are signed on the preceding or attached document, and acknowledged to me that they signed it in their capacity as Commissioners of the Nantucket Islands Land Bank voluntarily for its stated purpose.

_____
Notary Public
My Commission Expires:

ACCEPTANCE BY TOWN OF NANTUCKET

We, the undersigned being a majority of the members of the Town of Nantucket Select Board, hereby certify that at a meeting of the Board held on the ___ day of _____, 2024, upon motion duly made and seconded, it was voted, pursuant to the authority of Chapter 93 of the Acts of 2022, to accept the foregoing Deed of the Nantucket Islands Land Bank.

TOWN OF NANTUCKET
SELECT BOARD

_____
Brooke Mohr

_____
Matthew G. Fee

_____
Thomas M. Dixon

_____
Malcolm W. MacNab

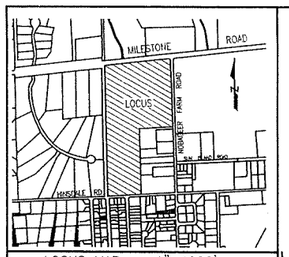
_____
Dawn E. Hill Holdgate

COMMONWEALTH OF MASSACHUSETTS

Nantucket, ss.

On this _____ day of _____, 2024, before me, the undersigned Notary Public, personally appeared, Brooke Mohr, Matthew G. Fee, Thomas M. Dixon, Malcolm W. MacNab, and Dawn E. Hill Holdgate, members of the Town of Nantucket Select Board and proved to me through satisfactory evidence of identification, which was personal knowledge, to be the persons whose names are signed on the preceding document, and acknowledged to me that they signed it voluntarily for its stated purpose as members of the Town of Nantucket Select Board.

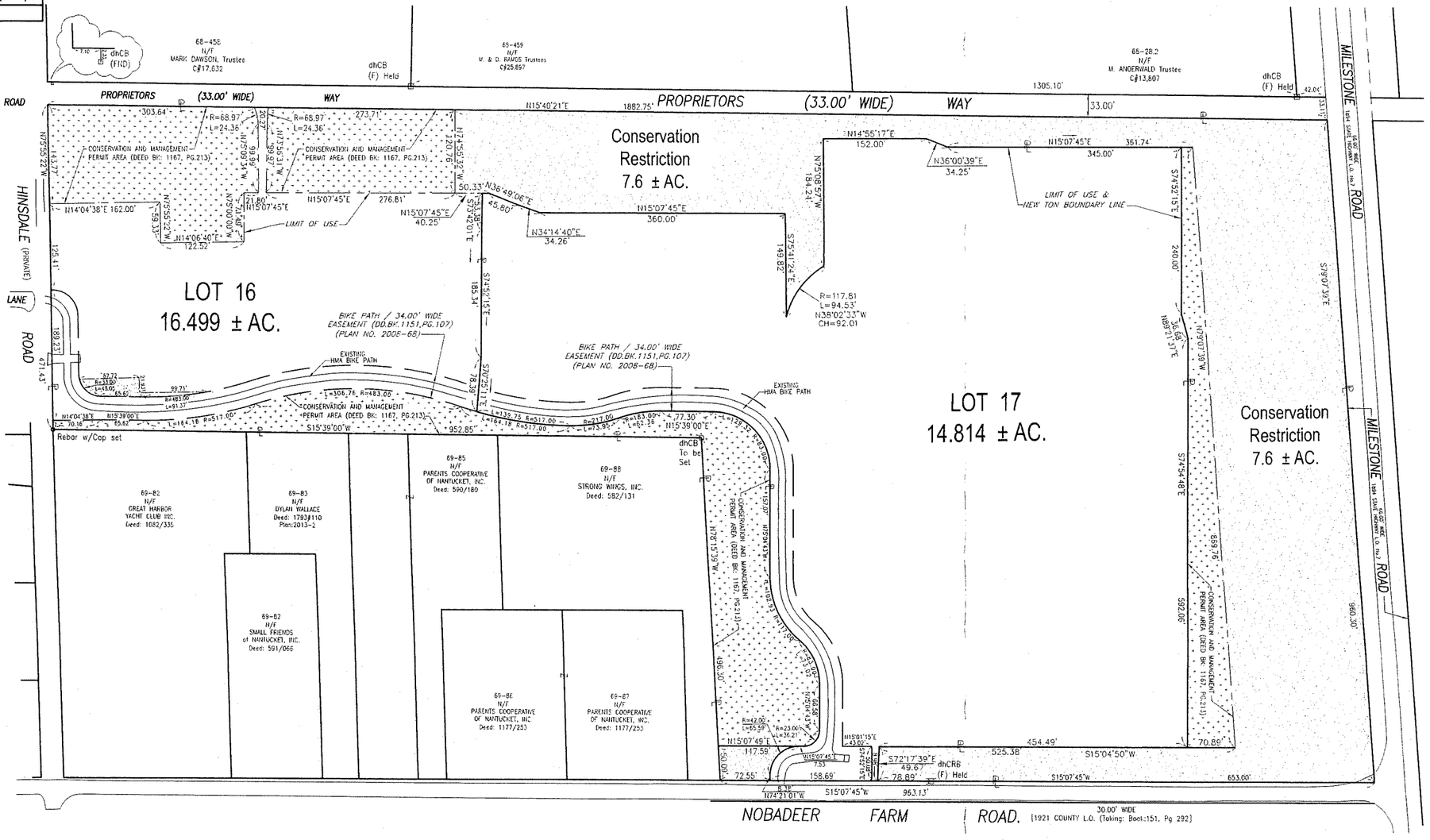
_____
Notary Public
My Commission Expires:



LOCUS MAP 1"=1000'

NANTUCKET REGISTRY OF DEEDS
Date: July 20, 2023
Time: 11:42 AM
Plan No.: 2023-36
Attest: Register
SHEET 1 OF 1
RESERVED FOR REGISTRY USE
Bk: Pg: 0 Page: 0
Doc: PLAN 07/20/2023 11:42 AM





CURRENT ZONING CLASSIFICATION:
Limited Use General 3 (L.U.G.-3)

MINIMUM LOT SIZE: 120,000 S.F.
MINIMUM FRONTAGE: 200 FT.
FRONT YARD SETBACK: 35 FT.
REAR/SIDE SETBACK: 20 FT.
GROUND COVER % : 3%

DENOTES CONSERVATION RESTRICTION AREA RECORDED IN BOOK:1412 PAGE:80.

DENOTES CONSERVATION & MANAGEMENT AREA Ref: PERMIT No.: 008-126.DWF (RECORDED IN BOOK:1167, PG:213) (NO USE AREA)

DISPOSITION OF LOTS AND PLAN NOTES:

LOT 16 IS TO BE RETAINED BY THE NANTUCKET ISLANDS LAND BANK AND IS TO BE USED FOR RECREATIONAL PURPOSES

LOT 17 IS TO BE CONVEYED TO THE TOWN OF NANTUCKET AND IS TO BE USED FOR RECREATIONAL PURPOSES.

REFERENCE IS MADE TO THE 2021 ANNUAL TOWN MEETING WARRANT ARTICLE 92. SEE HOUSE BILL H 4360, CHAPTER 93 of the ACTS OF 2022.

LOT 16 HAS WITHIN ITS BOUNDARIES A CONSERVATION RESTRICTION RECORDED IN Bk: 1412, Pg:80 and a CONSERVATION & MANAGEMENT PERMIT RECORDED IN Bk: 1167, Pg. 213.

NO EXISTING SITE IMPROVEMENTS OTHER THAN THE EXISTING PAVED BIKEPATH ARE SHOWN ON THIS ANR PLAN.

Nantucket Planning Board
APPROVAL UNDER THE SUBDIVISION CONTROL LAW NOT REQUIRED

John Trudel, C. Chair
Dave Iverson, Vice-Chair
Nathaniel Lowell
Mary C. Petit
Joseph Topham

PLSUB-2023-CC-000386 07-10-2023
FILE # DATE SIGNED

PLANNING BOARD ENDORSEMENT DOES NOT CONSTITUTE A DETERMINATION OF CONFORMANCE UNDER ZONING.

V:\DRAWFILES\B7024\ACAD2004-22090_LOUT1.dwg 6/24/2023 9:04:58 PM EDT

NO.	DATE	DESCRIPTION	BY

I HEREBY CERTIFY THAT THIS PLAN HAS BEEN PREPARED IN ACCORDANCE WITH THE RULES AND REGULATIONS OF THE REGISTER OF DEEDS OF THE COMMONWEALTH OF MASSACHUSETTS.

Leo C. Asadoorian 6/24/23
PROFESSIONAL LAND SURVEYOR DATE

LEO C. ASADOORIAN No. 33930 REGISTERED PROFESSIONAL LAND SURVEYOR COMMONWEALTH OF MASSACHUSETTS 6/24/23

OWNER INFORMATION
NANTUCKET ISLANDS LAND BANK
DEED BOOK: 565, PG. 17
and DEED BOOK: 865, PG. 255
Plan File: 53-A
ASSESSOR'S MAP 69 PARCEL: 01
#7 NOBADEER FARM ROAD

BLACKWELL & ASSOCIATES, Inc.
PROFESSIONAL LAND SURVEYORS & CIVIL ENGINEERS
20 TEASDALE CIRCLE
NANTUCKET, MASSACHUSETTS 02554
(508) 228-9026
www.blackwellsurvey.com

DIVISION PLAN of LAND

MILESTONE, NOBADEER FARM & HINSDALE ROADS
Nantucket, Mass.
prepared for: Town of Nantucket & Nantucket Islands Land Bank
1"=80 FT. JUNE 24, 2023

Design/Drawn by: L.Asadoorian
Approved by: L.Asadoorian, PLS

SHEET 1 OF 1 B-7024

V:\DRAWFILES\B7024\ACAD2004-22090_LOUT1.dwg 6/24/2023 9:04:58 PM EDT

QUITCLAIM DEED

MILL HILL PARK

The **TOWN OF NANTUCKET**, a Massachusetts municipal corporation, acting by and through its Select Board, having an address of Nantucket Town & County Building, 16 Broad Street, Nantucket, Massachusetts 02554 ("Grantor") for consideration of One Dollar ($1.00) hereby grants with **QUITCLAIM COVENANTS** to the **NANTUCKET ISLANDS LAND BANK**, established pursuant to Chapter 669 of the Acts of 1983, as amended, acting by and through the Nantucket Islands Land Bank Commission, having an address of 22 Broad Street, Nantucket, Massachusetts 02554 ("Grantee"), five (5) certain parcels of vacant unregistered land in Nantucket, Massachusetts, being more particularly described as follows.

Parcel One

A certain parcel of land located at 39 Prospect Street in Nantucket shown on Assessor's Map 55.4.4 as Parcel 57 and shown as Lot D on Land Court Plan No. 12559-A filed with the Nantucket Registry District of the Land Court, and all boundary lines may be located on the ground as shown on said Plan and bounded and described as follows:

Easterly by a Way two hundred eighty-one and 45/100 (281.45) feet;

Southerly by a Way one hundred seventy (170.00) feet; and

Northwesterly by land now or formerly of Adelia T. Fisher two hundred ninety-two and 36/100 (292.36) feet.

Parcel Two

A certain parcel of land located at North Mill Street in Nantucket shown on Assessor's Map 55 as Parcel 319 and shown on Land Court Plan No, 13837-A filed with the Nantucket Registry District of the Land Court, and all boundary lines may be located on the ground as shown on said Plan and bounded and described as follows:

Northerly by a Way two hundred forty-nine and 56/100 (249.56) feet;

Easterly by another Way one hundred seventy-seven and 80/100 (177.80) feet;

Southerly by land now or formerly of Walter Dawson two hundred sixty-four and 08/100 (264.08) feet; and

Westerly by land now or formerly of Franklin E. Smith two hundred fifty-eight and 88/100 (258.88) feet.

Parcel Three

A certain parcel of land located at 47 Prospect Street in Nantucket shown on Assessor's Map 55 as Parcel 321 and shown as Lot C on Land Court Plan No. 12559-A filed with the Nantucket Registry District of the Land Court, and all boundary lines may be located on the ground as shown on said Plan and bounded and described as follows:

Northeasterly by Prospect Street and by a Way nine hundred sixty-four and 21/100 (964.21) feet;

Southerly by a Way thirty (30.00) feet wide seven hundred eighteen and 64/100 (718.64) feet; and

Westerly by a Way six hundred eighteen and 40/100 (618.40) feet.

Parcel Four

A certain parcel of land located at 37 Prospect Street in Nantucket shown on Assessor's Map 55.4.4 as Parcel 81 and being bounded as follows:

Northeasterly by Prospect Street two hundred thirty-four (234.00) feet;

Southeasterly by other land above described, two hundred ninety-two and 36/100 (292.36) feet;

Southwesterly by a Way two hundred thirty-three (233.00) feet; and

Northwesterly by land now or formerly of William Johnson and by land of Delia Fisher two hundred ninety-seven (297.00) feet

Parcel Five

A certain parcel of land located at 29 Vesper Lane in Nantucket, shown as Lot 15 on a plan of land recorded with Nantucket County Registry of Deeds in Plan Book 24, Page 84 and being bounded and described as follows:

Southerly by Vesper Lane, ninety and 74/100 (90.74) feet;

Easterly	by Lot 5 on said Plan, one hundred and 90/100 (100.90) feet;
Southerly	by Lots 5, 6, 7, 8, 9 and 10 on said Plan, a total of three hundred (300.00) feet;
Easterly	by a private way, four hundred seventy-two and 38/100 (472.38) feet;
Northerly	by land of the Town of Nantucket and by land now or formerly of Egan, a total of seven hundred twenty and 58/100 (720.58) feet;
Westerly	by Cato Lane, one hundred eighty-seven and 08/100 (187.08) feet;
Southerly	by Lot 14 on said Plan, one hundred one and 46/100 (101.46) feet;
Westerly	by Lot 14 on said Plan, two hundred seven and 99/100 (207.99) feet;
Southerly	by Lot 13 on said Plan, one hundred (100.00) feet;
Southerly, Southwesterly And Westerly	by Lot 12 on said Plan, by three lines measuring seventy-seven and 75/100 (77.75) feet, thirty-six and 8/100 (36.08) feet, and thirty feet (30.00) feet, respectively;
Westerly and Northwesterly	by Lot 11 on said Plan, by two lines measuring seventy-one and 59/100 (71.59) feet and forty-two and 46/100 (42.46) feet, respectively.

Containing 287,526 square feet, more or less, according to said Plan.

The Parcels together are referred to as the "Premises." The Premises are conveyed for passive recreational, open space or public park purposes. The Premises together contains approximately 16.5 acres.

The Grantor reserves an easement over a portion of the Premises in mutually acceptable locations for purposes of the installation, construction, maintenance, operation, inspection, repair, and replacement of drainage, multi-use paths and underground utilities and for access on said Premises for these purposes (the "Reserved Easement"). All activities pursuant to this Reserved Easement shall be at the Grantor's sole expense and shall be exercised only after written notice to Grantee and consultation regarding the nature and location of the work proposed. Such work shall not commence until Grantor has procured all necessary approvals and permits for the work. Grantor shall perform all such work in a safe, diligent and workmanlike manner and in compliance with all laws, ordinances, rules and regulations. To the extent that Grantor's exercise of its rights under the Reserved Easement disturbs land or vegetation, the Grantor, at its sole

cost and expense, shall promptly restore said land and vegetation to its condition immediately prior thereto so far is as reasonably practicable.

For Grantor's title of Parcels One, Two, Three and Four, see Deed recorded with Nantucket County Registry of Deeds in Book 124, Page 403 and filed with the Nantucket Land Registration District as Document No. 8977. See also, registered owner's Certificate of Title No. 4826 and the deregistration order filed as Document No. 151622 and recorded at Book 1538 Page 330. For Grantor's title to Parcel Five, see the Deeds recorded with said Deeds in Book 408 Page 113 and Book 663 Page 250.

For Grantor's authority to make this conveyance, see Article 92 of the Town of Nantucket 2021 Annual Town Meeting, a certified copy of which is attached hereto and Chapter 93 of the Acts of 2022.

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

<Signature Page to Follow>

Executed under seal this ____ day of _____, 2024.

TOWN OF NANTUCKET
By its Select Board

_____
Brooke Mohr

_____
Matthew G. Fee

_____
Thomas M. Dixon

_____
Malcolm W. MacNab

_____
Dawn E. Hill Holdgate

COMMONWEALTH OF MASSACHUSETTS

Nantucket, ss.

On this _____ day of _____, 2024, before me, the undersigned Notary Public, personally appeared, Brooke Mohr, Matthew G. Fee, Thomas M. Dixon, Malcolm W. MacNab and Dawn E. Hill Holdgate, members of the Town of Nantucket Select Board and proved to me through satisfactory evidence of identification, which was personal knowledge, to be the persons whose names are signed on the preceding document, and acknowledged to me that they signed it voluntarily for its stated purpose as members of the Town of Nantucket Select Board.

_____
Notary Public
My Commission Expires:

ACCEPTANCE BY NANTUCKET ISLANDS LAND BANK

We, the undersigned being a majority of the members of the Nantucket Islands Land Bank Commission, hereby certify that at a meeting of the Commission held on the ___ day of _____, 2024, upon motion duly made and seconded, it was voted to accept the foregoing Deed of the Town of Nantucket.

NANTUCKET ISLANDS LAND BANK
By its Commission

_____
Neil Paterson

_____
Kristina Jelleme

_____
Allen B. Reinhard

_____
Mark Donato

_____
John J. Stackpole

COMMONWEALTH OF MASSACHUSETTS

Nantucket, ss.

On this _____ day of _____, 2024, before me, the undersigned notary public, personally appeared the above-named Commissioners, proved to me through satisfactory evidence of identification, which was personal knowledge, to be the persons whose names are signed on the preceding or attached document, and acknowledged to me that they signed it in their capacity as Commissioners of the Nantucket Islands Land Bank voluntarily for its stated purpose.

_____
Notary Public
My Commission Expires:

Town of Nantucket

OFFICE OF THE
TOWN & COUNTY CLERK
16 Broad Street
NANTUCKET, MASSACHUSETTS 02554-3590

Nancy L. Holmes, CMC
Town & County Clerk

(508) 228-7216
FAX (508) 325-5313

Email: nholmes@nantucket-ma.gov
townclerk@nantucket-ma.gov

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

June 5, 2021

TO WHOM IT MAY CONCERN:

I, Nancy L. Holmes, duly elected Clerk of the Town and County of Nantucket, hereby certify that the June 5, 2021 ANNUAL TOWN MEETING adopted **Article : 92** at the June 5, 2021 adjourned session when "...the adoption of all articles not heretofore acted upon as recommended by the Finance Committee, or as recommended by the Planning Board, was duly motioned, seconded, and voted in accordance with the motions recommended by the Finance Committee or, in the absence of a Finance Committee motion, then in accordance with the motions as recommended by the Planning Board, as printed in the Finance Committee Report, with technical amendments brought forward during the course of the meeting..."

ARTICLE 92

(Home Rule Petition: Real Estate Exchange of Nantucket Islands Land Bank's Nobadeer Playing Fields for the Town of Nantucket's Mill Hill Park)

To see if the Town will vote to authorize submission of a petition by the Town to the General Court consistent with the requirements of Article 97 of the Amendments to the Massachusetts Constitution to enact special legislation to authorize the transfer and conveyance of portions of certain parcels of land in the Town of Nantucket owned by the Town and Nantucket Islands Land Bank respectively for recreational, open space, or public park purposes, as described in more detail below and as shown on a map entitled "2021 Annual Town Meeting Warrant Article 92" dated June 5, 2021 and filed with the Office of the Town Clerk, provided, however, that the General Court may with the approval of both the Nantucket Islands Land Bank Commission and the Select Board, make constructive changes in language as may be necessary or advisable towards perfecting the intent of this article or in order to secure passage:

AN ACT AUTHORIZING THE NANTUCKET ISLANDS LAND BANK AND THE TOWN OF NANTUCKET TO TRANSFER, CONVEY OR OTHERWISE DISPOSE TO EACH OTHER PORTIONS OF CERTAIN LANDS SITUATED IN THE TOWN OF NANTUCKET HELD FOR RECREATIONAL, OPEN SPACE, OR PUBLIC PARK PURPOSES

Be it enacted by the Senate and the House of Representatives in General Court assembled, and by the authority of the same, as follows:

Section 1. In order to promote the effective and efficient management of each property for the purposes that it is now used, the Town of Nantucket and the Nantucket Islands Land Bank are hereby authorized to exchange ownership of the property commonly known as "Mill Hill Park",

now owned by the Town of Nantucket as a public park, for the property commonly known as the "Nobadeer Playing Fields," now owned by the Nantucket Islands Land Bank for recreational purposes, all as more particularly described in the following sections of this Act.

Section 2. Pursuant to Article 97 of the Amendments of the Constitution of the Commonwealth of Massachusetts and notwithstanding the provisions of any general or special law to the contrary, the Nantucket Islands Land Bank may transfer, convey or otherwise dispose of portions of that certain parcel of land situated in the Town of Nantucket to the Town of Nantucket for recreational purposes, described as follows:

a. Approximately 14.8 Acres of Lot 1 on the plan entitled "Plan of Land North Pasture Milestone Road on Nantucket, MA" dated February 5, 1998, recorded with the Nantucket Registry of Deeds in Plan File 52A, being that Project Area called the Nobadeer Farm Recreational Facility permitted by the Division of Fisheries & Wildlife MA Endangered Species Act (G.L. c. 131A) Conservation and Management Permit Conservation Permit No. 008-126.DFW recorded in Nantucket Registry of Deeds Book 1167, Page 213, and also being a portion of Nantucket Tax Assessor's Map 69, Parcel 1; and
b. A parcel of land comprised of a portion of 2 Milestone Road, shown on Nantucket Tax Assessor's Map 55, Parcel 65 and a portion of 174 Orange Street, shown on Nantucket Tax Assessor's Map 55, Parcel 64 from the edge of asphalt road to include the existing bike path as shown on a plan entitled "Conceptual Plan for 174 Orange Street and 2 Milestone Road" containing 7,450 square feet more or less.

Any such disposition shall be on such terms and conditions as the Nantucket Islands Land Bank Commission deems appropriate, which may include the reservation of restrictions and easements and which shall be conditioned upon receipt of the parcel described in the following Section 3.

Section 3. Pursuant to Article 97 of the Amendments of the Constitution of the Commonwealth of Massachusetts and notwithstanding the provisions of any general or special law to the contrary, the Town of Nantucket may transfer, convey or otherwise dispose of portions of those certain parcels of land situated in the Town of Nantucket to the Nantucket Islands Land Bank for passive recreational, open space, or public park purposes, described as follows:

Approximately 16.5 Acres of land comprised of five (5) parcels now used as a public park:

a. Nantucket Tax Assessor's Map 55.4.4, Parcel 81, being the fourth parcel described in the deed recorded in Nantucket Registry of Deeds Book 124, Page 403 (37 Prospect Street);
b. Nantucket Tax Assessor's Map 55.4.4, Parcel 57, being the first parcel described in the deed recorded in Nantucket Registry of Deeds Book 124, Page 403 and shown as Lot D on Land Court Plan No. 12559A (39 Prospect Street);
c. Nantucket Tax Assessor's Map 55, Parcel 321, being the third parcel described in the deed recorded in Nantucket Registry of Deeds Book 124, Page 403 and shown as Lot C on Land Court Plan No. 12559A (47 Prospect Street);
d. Nantucket Tax Assessor's Map 55, Parcel 319, being the second parcel described in the deed recorded in Nantucket Registry of Deeds Book 124, Page 403 and shown on Land Court Plan No. 13837A (North Mill Street); and

e. Nantucket Tax Assessor's Map 55, Parcel 1, being described in the deed recorded in Nantucket Registry of Deeds Book 663, Page 250 and shown as Lot 15 on the plan recorded in Nantucket Registry of Deeds Plan Book 24, Page 84 (29 Vesper Lane).

Any such disposition shall be on such terms and conditions as the Town of Nantucket Select Board deems appropriate, which may include the reservation of restrictions and easements and which shall be conditioned upon receipt of the parcel described in the foregoing Section 2.

Section 4. This act shall take effect upon its passage.

Or to take any other action related thereto.

(Select Board)
FINANCE COMMITTEE MOTION: Moved that the Town's representatives to the General Court are hereby requested to introduce legislation as set forth below; and, that the General Court, with the approval of the Select Board, make constructive changes in the text hereof as may be necessary or advisable to accomplish the intent of the legislation in order to secure its passage, as follows:

AN ACT AUTHORIZING THE NANTUCKET ISLANDS LAND BANK AND THE TOWN OF NANTUCKET TO TRANSFER, CONVEY OR OTHERWISE DISPOSE TO EACH OTHER PORTIONS OF CERTAIN LANDS SITUATED IN THE TOWN OF NANTUCKET HELD FOR RECREATIONAL, OPEN SPACE, OR PUBLIC PARK PURPOSES

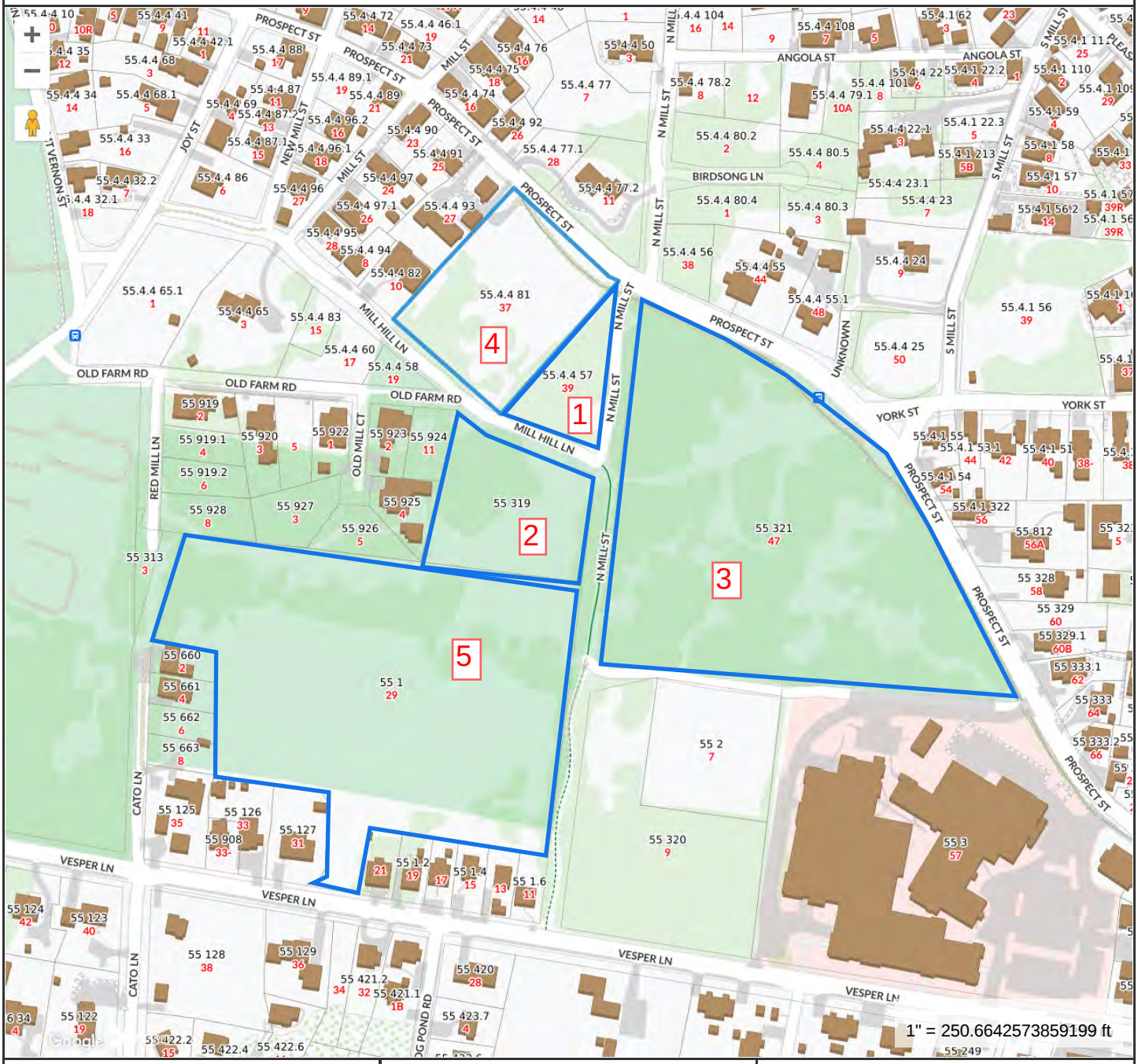
Be it enacted by the Senate and the House of Representatives in General Court assembled, and by the authority of the same, as follows:

Section 1. In order to promote the effective and efficient management of each property for the purposes that it is now used, the Town of Nantucket and the Nantucket Islands Land Bank are hereby authorized to exchange ownership of the property commonly known as "Mill Hill Park", now owned by the Town of Nantucket as a public park, for the property commonly known as the "Nobadeer Playing Fields," now owned by the Nantucket Islands Land Bank for recreational purposes, all as more particularly described in the following sections of this Act.

Section 2. Pursuant to Article 97 of the Amendments of the Constitution of the Commonwealth of Massachusetts and notwithstanding the provisions of any general or special law to the contrary, the Nantucket Islands Land Bank may transfer, convey or otherwise dispose of portions of that certain parcel of land situated in the Town of Nantucket to the Town of Nantucket for recreational purposes, described as follows:

a. Approximately 14.8 Acres of Lot 1 on the plan entitled "Plan of Land North Pasture Milestone Road on Nantucket, MA" dated February 5, 1998, recorded with the Nantucket Registry of Deeds in Plan File 52A, being that Project Area called the Nobadeer Farm Recreational Facility permitted by the Division of Fisheries & Wildlife MA Endangered Species Act (G.L. c. 131A) Conservation and Management Permit Conservation Permit No. 008-126.DFW recorded in Nantucket Registry of Deeds Book 1167, Page 213, and also being a portion of Nantucket Tax Assessor's Map 69, Parcel 1; and

Mill Hill Park



Property Information

Property ID	11170
Location	37 PROSPECT ST
Owner	NANTUCKET TOWN OF

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 06/04/2024
Data updated Jan. 2021

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

Conservation Commission 2024 Regulation Updates

Natural Resources Department

Jeff Carlson
Will Dell'Erba

June 27, 2024

Wetland Regulations

- Commission allowed to promulgate regulations under Chapter 136 of the Code of the Town of Nantucket
- Regulation structure
  - 5 Articles
  - Appendices
- Fees reviewed under the current update
- Taxonomy of listed species reviewed and updated
- Town Counsel has reviewed changes
- This summary does not include grammatical or numbering changes
- Resiliency is a new protected interest added to all resource areas

Article I – General Provisions, Definitions and Procedures

§ 390-1 Introduction and purpose – No changes

§ 390-2 Definitions - Changes

§ 390-3 Procedures – Changes

§ 390-4 Severability – No changes

§ 390-5 When effective; applicability – No changes

§390-2 Definitions – Added or revised

- Climate change
- Coastal Resilience Plan
- Coastal Resilience
- Coastal Risk Areas
- Compatible Material
- Depth to Groundwater
- Great Pond
- High Tide Flooding
- Impervious Surface
- Minimum Wetland Size – Isolated Vegetated Wetland
- Normal Maintenance
- Pervious Surface
- Recreation
- Resiliency
- Sea Level Rise
- Structure
- Structure, Coastal Engineering
- Swimming Pool

§390-2 Definitions – Added or revised

- Minimum Wetland Size – Isolated Vegetated Wetland – New definition

Isolated Vegetated Wetlands shall be required to be greater than 500 square feet in size. The IVW size is determined by total wetland area for the resource area not the wetland area only on the lot in question. Should an area exhibit the characteristics of a vegetated wetland, such as wetland vegetation and hydric soils, and be under 500 S.F. the following performance standards shall apply:

A. There are no buffer zones to IVW under 500 S.F.
B. IVW under 500 S.F. may be relocated on the lot in question and shall be required to handle all impervious surface runoff.
C. IVW under 500 S.F. may not be decreased in size.
D. Should this area be maintained or used as a bioretention area it shall have permanent markers installed to define that area and shall be left undisturbed in perpetuity.

§390-2 Definitions – Added or revised

- Structure – New wording

A combination of materials assembled at a fixed location to give support or shelter, such as a building, framework, retaining wall, platform, bin, radio antenna mast, or the like. The term "structure" may also be applied to appurtenances that are constructed primarily of impervious surfaces, such as but not limited to swimming pools, swimming pool equipment, dry-laid stone patios, recreational playing courts, roads, parking areas, parking lots, driveways, etc. Drainage basins, split-rail fences, septic tanks, subsurface propane tanks, and signs are not structures. The word "structure" shall be construed, where the context requires, as though followed by the words "or part or parts thereof."

§390-3 Procedures – Added or revised

- Local Conservation Plan – Allows for properties in permanent conservation 2 acres in size or bigger to set a 10-year plan in place to aid in streamlined permitting.
- Minor Activities – Allows for staff approval for listed minor activities
- New waiver criteria – overwhelming public benefit

§390-3 Procedures – New fees

Notice of Intent (NOI)	Town Bylaw Fee
a) Category 1 (additions, Site work, control vegetation, etc.)	$200
a) Category 2 (houses, beach nourishment, etc.)	$300
a) Category 3 (roads, etc.)	$400
a) Category 4 (dredging, etc.)	$500
a) Category 5 (piers, seawalls, etc.)	$5.00 per linear foot
a) Category 6 (confirm wetland delineations)	$4.00 per linear foot
a) Waiver request fee	$150+NOI Fee
Request for Determination of Applicability (RDA)	
a) General	$150
a) Resource Area Confirmation	$250
Certificate of Compliance	
a) Initial filing	$125
a) Each re-docketing/revisit	$50
Extension Permit	$100/year requested
Amended Order of Conditions	$150
Abbreviated Notice of Resource Area Delineation	$250
Plan Change/Minor Modification	$75
Minor Activity Application	$50
AFTER-THE-FACT FILINGS	
a) Non-Enforcement Related	2X Regular Filing Fee
a) Enforcement Related Filing	10X Regular Filing Fee

§390-6 Land Under the Ocean

- Updated description to include information on Eelgrass

§390-7 Coastal Beach

- Updated and expanded performance standards #2 and #7
  - #2 requires alternatives analysis for work on a coastal engineering structure
  - #7 looks at the erosion rate in two different timeframes requiring any mitigation to be on the higher rate
- Updated #6 – buffer zones – see separate slide

§390-8 Coastal Dune

- Updated performance standard #2 – buffer zones – see separate slide

§390-9 Barrier Beach

- No changes

§390-10 Coastal Bank

- Updated and expanded performance standards #1
  - requires alternatives analysis for work on a coastal engineering structure
- Updated #5 – buffer zones – see separate slide

§390-11 Salt Marsh

- Updated performance standard #4 – buffer zones – see separate slide
- New performance standard #10 – allows for salt marsh restoration

§390-12 Salt Pond

- Updated #2 – buffer zones – see separate slide

§390-13 Land Containing Shellfish

- No changes

§390-14 Fish Runs

- No changes

§390-15 Land Subject to Coastal Storm Flowage

- New #4 – restriction on building within high-tide flooding areas
- New # 5 requires pools to have a surface elevation above the flood elevation

§390-16 Estimated habitat

- No changes

§390-17 Inland Banks and Beaches

- Updated #3 – buffer zones – see separate slide

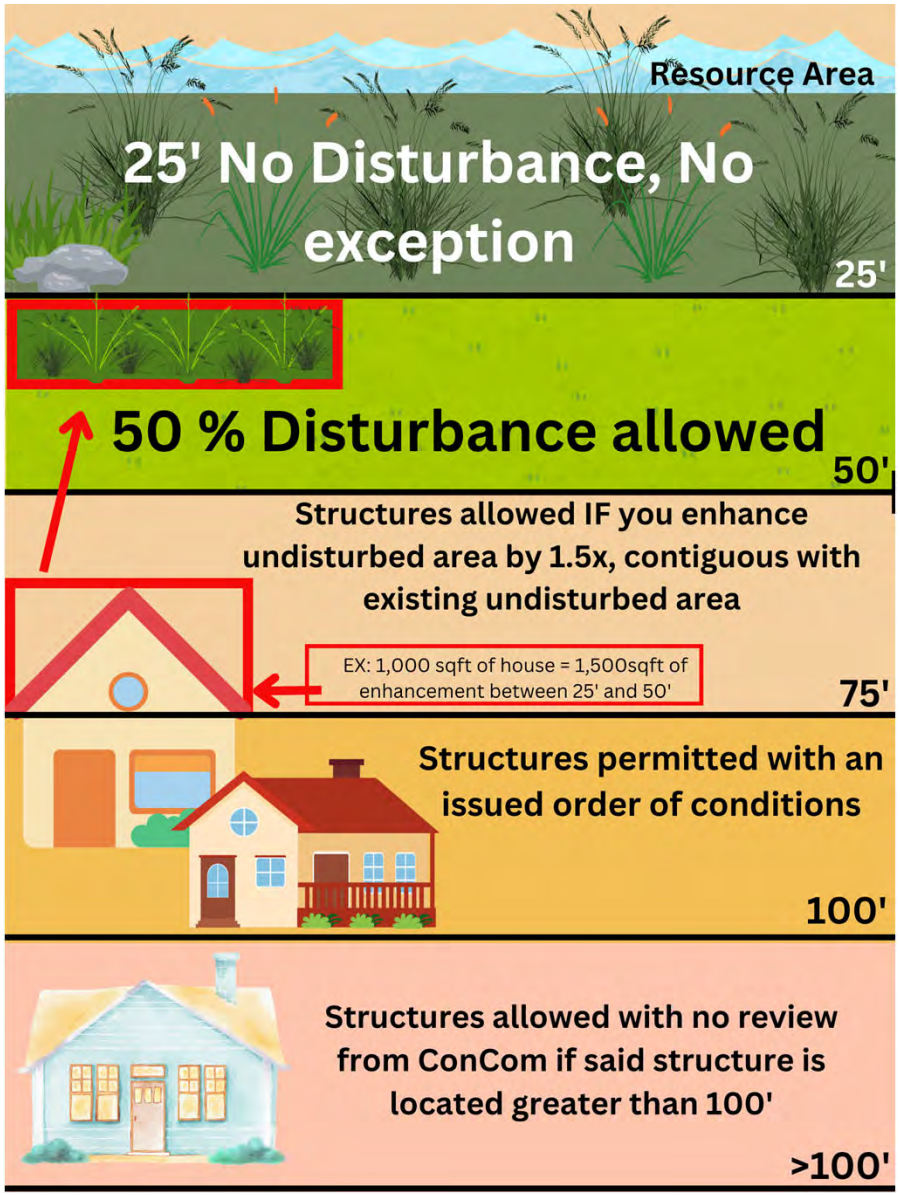
§390-18 Bordering Vegetated Wetland

- Updated #1 – buffer zones – see separate slide
- New # 2 – Provides guidance and process for two-foot separation to groundwater requirement

§390-19 Inland Water Bodies

- New #2 – buffer zones – see separate slide

Buffer Zone Example



§390-23 Great Pond Area

- New resource area
- 200’ zone from edge of great pond
- Requires a minor activity request to be filed for work in that area outside of 100’
- Encourages natural habitat linkages

Article IV – Activities in Buffer Zone

- No changes

Appendix A – Fertilizer BMP

- No changes

Appendix B – Invasive Species Lists

- Updated links

Appendix C – Swimming Pool Guidelines

- New appendix focused on proper swimming pool management
- Supplements the Town's Illicit Discharge Regulations

Appendix D – Viewshed Management

- New appendix focused on proper management of vegetation within buffer zones
- Different requirements by layer (tree, shrub, groundcover)

Public hearing is scheduled for June 27, 2024

- Meeting will be starting at 5PM
- Held in Community Room, 4 Fairgrounds Road
- Comments can be sent to wdellerba@nantucket-ma.gov

Agenda Item Summary

Agenda Item #	XII 2.
Date	06/26/2024

Staff

Tracy MacDonald, Real Estate Specialist

Subject

Review and Vote by Select Board of Senate Bill No. 2417 to revise language (conveyance of Lots 35-38 in Block 31; Land Court Plan 2408-M on Ames Avenue from Conservation Commission to Select Board for Roadway and Municipal Purposes) as requested by Senator Cyr.

Executive Summary

A vote on Article 95 of the 2022 Annual Town Meeting authorized the Select Board to file a Home Rule Petitions for the real estate conveyance of a portion of Ames Avenue, shown as Lots 35-38 in Block 31; Land Court Plan 2408-M. The General Court, upon review of the legislative Counsels and Staff, requested a change to the Home Rule Petition from "roadway and/or any purposes" to "roadway and/or any municipal purposes", which requires approval by the Select Board. Enclosed please find the proposed copy of the Bill, as well as Article 95 of the 2022 ATM. Town Counsel has reviewed the proposed revisions to the Bill and finds that they are acceptable.

Staff Recommendation

Proceed with the vote to approve of the requested revisions by the General Court to Bill No. 2417 for the Home Rule Petition.

Background/Discussion

The Home Rule Petition for the Real Estate Conveyance of the portion of Ames Avenue is held by the Town in the care and custody of the Nantucket Conservation Commission for conservation and recreational purposes and is filed for Article 97 mitigation purposes. This property will be conveyed to the Select Board for roadway and municipal purposes.

Impact: Environmental ☒ Fiscal ☒ Community☒ Other☐

N/A

Board/Commission Recommendation

Planning and Economic Development, Coastal Resilience

Public Outreach

The Home Rule Petition was approved by the 2022, 2023 and the 2024 Annual Town Meeting.

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

Coastal Resilience

Attachments

Copy of the proposed revised Bill; Article 95 of the 2022 ATM, with corresponding Map; Certificate of Title No. 9176

Mr Cyr moves to substitute the following draft:-

"An Act authorizing the town of Nantucket to convey certain parcels of land held for conservation or recreation purposes.

Be it enacted by the Senate and House of Representatives in General Court assembled, and by the authority of the same, as follows:

SECTION 1. (a) Notwithstanding any general or special law to the contrary, the town of Nantucket may transfer, convey or otherwise dispose of all or portions of certain parcels of land located on Ames avenue for roadway or other municipal purposes. The parcels are shown as lots 35 to 38, inclusive, in block 31 on a plan of registered land recorded in the Nantucket county registry of deeds as plan 2408-M. The parcels were acquired by the town for conservation and recreation purposes by a deed recorded in said registry of deeds and registered as document number 22356, currently under the care, custody, management and control of the conservation commission, and shown on a map entitled "2022 Annual Town Meeting Warrant Article 95 Home Rule Petition: Real Estate Conveyance A Portion of Ames Avenue" dated January 2022 and filed in the office of the town clerk.

(b) As a condition of any disposition pursuant to subsection (a), the town shall transfer to the care, custody, management and control of the conservation commission land that shall be of equal or greater acreage and natural resource value as the land disposed of pursuant to said subsection (a); provided, however, that such land shall be dedicated for conservation and recreation purposes.

SECTION 2. This act shall take effect upon its passage."

Town of Nantucket

OFFICE OF THE
TOWN & COUNTY CLERK
16 Broad Street
NANTUCKET, MASSACHUSETTS 02554-3590

Nancy L. Holmes, CMC
Town & County Clerk

(508) 228-7216
FAX (508) 325-5313

Email: nholmes@nantucket-ma.gov
townclerk@nantucket-ma.gov

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

May 2, 2022

TO WHOM IT MAY CONCERN:

I, Nancy L. Holmes, duly elected Clerk of the Town and County of Nantucket, hereby certify that the May 2, 2022 ANNUAL TOWN MEETING adopted **Article 95** at the May 2, 2022 adjourned session when "...the adoption of all articles not heretofore acted upon as recommended by the Finance Committee, or as recommended by the Planning Board, was duly motioned, seconded, and voted in accordance with the motions recommended by the Finance Committee or, in the absence of a Finance Committee motion, then in accordance with the motions as recommended by the Planning Board, as printed in the Finance Committee Report, with technical amendments brought forward during the course of the meeting..."

ARTICLE 95
(Home Rule Petition: Real Estate Conveyance - A Portion of Ames Avenue)

To see if the Town will vote to authorize the Select Board to petition the General Court consistent with the requirements of Article 97 of the Amendments to the Massachusetts Constitution to enact special legislation to authorize the transfer and conveyance of all or portions of certain parcels of land in the Town of Nantucket owned by The Inhabitants of the Town of Nantucket held under the care, custody and control of the Nantucket Conservation Commission for conservation or recreational purposes, and which are located in the roadway known as Ames Avenue as described in more detail below and as shown on a map entitled "2022 Annual Town Meeting Warrant Article 95 Conveyance of A Portion of Ames Avenue" dated January 2022 and filed with the Office of the Town Clerk, to the Select Board for purposes of conveyance and further to authorize the Select Board to convey the property described below on any terms and conditions the Select Board deem appropriate for roadway and/or any purposes, which may include the reservation of any easements and restrictions in regard to the property, provided, however, that the General Court may with the approval of the Select Board, make constructive changes in language as may be necessary or advisable towards perfecting the intent of this legislation in order to secure passage:

AN ACT AUTHORIZING THE TOWN OF NANTUCKET TO CONVEY FOR ROADWAY AND ANY OTHER PURPOSES CERTAIN PARCELS OF LAND WITHIN THE ROADWAY KNOWN AS AMES AVENUE, AND SHOWN AS LOTS 35-38 (INCLUSIVE) IN BLOCK 31 ON LAND COURT PLAN NO. 2408-M FILED WITH THE NANTUCKET REGISTRY DISTRICT OF THE LAND COURT SITUATED IN THE TOWN OF NANTUCKET HELD FOR CONSERVATION OR

RECREATIONAL PURPOSES TO BE CONVEYED FOR ROADWAY AND/OR ANY PURPOSES.

Be it enacted by the Senate and the House of Representatives in General Court assembled, and by the authority of the same, as follows:

Section 1. Pursuant to Article 97 of the Amendments to the Constitution of the Commonwealth of Massachusetts and notwithstanding the provisions of any general or special law to the contrary, the Town of Nantucket may transfer, sell, convey or otherwise dispose of all or portions of certain parcels of land situated in the Town of Nantucket for roadway and/or any purposes, to be on any terms and conditions the Select Board deem appropriate, which may include the reservation of any easements and restrictions in regard to the property, described as follows:

- Lots 35-38 (inclusive) in Block 31 on Land Court Plan 2408-M;

Any such disposition shall be on such terms and conditions as the Select Board deem appropriate, which may include the reservation of restrictions and easements, and the conveyance or dedication of a parcel or parcels of Town-owned land to satisfy the "no net loss policy" of the Executive Office of Energy and Environmental Affairs, all as shown on a map entitled "2022 Annual Town Meeting Warrant Article 95 Conveyance of A Portion of Ames Avenue" dated January 2022 and filed with the Office of the Town Clerk.

Section 2. This act shall take effect upon its passage.

Or to take any other action related thereto.

(Select Board)
FINANCE COMMITTEE MOTION: Moved that the Select Board is hereby authorized to petition the General Court consistent with the requirements of Article 97 of the Amendments to the Massachusetts Constitution to enact special legislation to authorize the transfer and conveyance of all or portions of certain parcels of land in the Town of Nantucket owned by The Inhabitants of the Town of Nantucket held under the care, custody and control of the Nantucket Conservation Commission for conservation or recreational purposes, and which are located in the roadway known as Ames Avenue as described in more detail below and as shown on a map entitled "2022 Annual Town Meeting Warrant Article 95 Conveyance of A Portion of Ames Avenue" dated January 2022 and filed with the Office of the Town Clerk, to the Select Board for purposes of conveyance and further to authorize the Select Board to convey the property described below on any terms and conditions the Select Board deem appropriate for roadway and/or any purposes, which may include the reservation of any easements and restrictions in regard to the property, provided, however, that the General Court may with the approval of the Select Board, make constructive changes in language as may be necessary or advisable towards perfecting the intent of this legislation in order to secure passage:

AN ACT AUTHORIZING THE TOWN OF NANTUCKET TO CONVEY FOR ROADWAY AND ANY OTHER PURPOSES CERTAIN PARCELS OF LAND WITHIN THE ROADWAY KNOWN AS AMES AVENUE, AND SHOWN AS LOTS 35-38 (INCLUSIVE) IN BLOCK 31 ON LAND COURT PLAN NO. 2408-M FILED WITH THE NANTUCKET REGISTRY DISTRICT OF THE LAND COURT SITUATED IN THE TOWN OF NANTUCKET HELD FOR CONSERVATION OR RECREATIONAL PURPOSES TO BE CONVEYED FOR ROADWAY AND/OR ANY PURPOSES.

Be it enacted by the Senate and the House of Representatives in General Court assembled, and by the authority of the same, as follows:

Section 1. Pursuant to Article 97 of the Amendments to the Constitution of the Commonwealth of Massachusetts and notwithstanding the provisions of any general or special law to the contrary, the Town of Nantucket may transfer, sell, convey or otherwise dispose of all or portions of certain parcels of land situated in the Town of Nantucket for roadway and/or any purposes, to be on any terms and conditions the Select Board deem appropriate, which may include the reservation of any easements and restrictions in regard to the property, described as follows:

- Lots 35-38 (inclusive) in Block 31 on Land Court Plan 2408-M;

Any such disposition shall be on such terms and conditions as the Select Board deem appropriate, which may include the reservation of restrictions and easements, and the conveyance or dedication of a parcel or parcels of Town-owned land to satisfy the "no net loss policy" of the Executive Office of Energy and Environmental Affairs, all as shown on a map entitled "2022 Annual Town Meeting Warrant Article 95 Conveyance of A Portion of Ames Avenue" dated January 2022 and filed with the Office of the Town Clerk.

Section 2. This act shall take effect upon its passage.

VOTE: The vote on the motion pursuant to Article 95, as moved by the Finance Committee, was Yes: 739, No: 39 The motion was adopted.

Nancy L. Holmes, CMC
Town & County Clerk

ATTEST: TRUE COPY
NANTUCKET TOWN & COUNTY CLERK



AMES AV

MAINE AV

CALIFORNIA AV

2022 Annual Town Meeting Warrant Article 95

Home Rule Petition:
Real Estate Conveyance
A Portion of Ames Avenue

Legend

Ames Ave

Parcel Lines

1 inch = 25 feet

Data Sources:
The planimetric data on this mapsheet is based primarily upon interpretation of April, 2013 aerial photography. It was compiled to meet the ASPRS Standard for Class I Map Accuracy for 1"=100' scale maps.

The parcel boundaries are based primarily upon the Tax Assessor's data through December, 2013.

The data on this mapsheet represents the efforts of the Town of Nantucket and other cooperating organizations to record and compile pertinent geographical and related information utilizing the capabilities of the Nantucket Geographic Information System (GIS). The GIS staff maintains an ongoing program to record and correct errors in these data that are brought to its attention. The Town of Nantucket makes no claims as to the absolute validity or reliability of these data or their fitness for any particular use.

Town of Nantucket - GIS Mapsheet

Nantucket governmental agencies will not necessarily approve applications based soley on GIS data. Applicants for permits and licenses must inquire of the relevant agency for applicable requiements.

The presence of information of this mapsheet does not necessarily imply public right-of-way or the right of public access.

January, 2022

Please send identification of any errors and corresponding corrections to:

GIS Coordinator
Town of Nantucket
2 Fairgrounds Road
Nantucket, MA 02554

FORM E

Book 48
Page 16

Transfer Certificate of Title.

No. 9176

From Transfer Certificate No. 8532, Originally Registered December 18th, 1978, in Registration Book 43 Page 162 for the Registry District of Nantucket County.

This is to Certify that INHABITANTS OF THE TOWN OF NANTUCKET

of Nantucket in the County of Nantucket and Commonwealth of Massachusetts,

~~married to~~

are the owners in fee simple,

of those certain parcels of land situate in Nantucket,

in the County of Nantucket and said Commonwealth, bounded and described as follows:

Lots 40 and 41 in Block 18, and Lots 12, 35, 36, 37 and 38 in Block 19, as shown upon plan numbered 2408-W, dated March 22, 1913, and filed with Certificate of Title No. 259 at the Registry District of Nantucket County.

Lots 15, 16, 21, 22, 27 and 28 in Block 20, Lots 1, 2, 7 and 8 in Block 23, Lots 7, 8, 11, 12, 13, 14, 17, 18, 29, 30, 33, 34 and 35 in Block 24, and Lots 1, 2, 31, 32, 35, 36, 47, 48, 49 and 50 in Block 25, as shown upon plan numbered 2408-O, dated May 11, 1912, and filed with Certificate of Title No. 85 at the Registry District of Nantucket County.

Lots 35, 36, 37, 38, 47 and 48 in Block 31, and Lots 47 and 48 in Block 34, as shown upon plan numbered 2408-M, dated April 30, 1912, and filed with Certificate of Title No. 66 at the Registry District of Nantucket County.

Lots 18, 19, 20, 21, 33 and 34 in Block 35 as shown upon plan numbered 2408-K, dated March 30, 1912, and filed with Certificate of Title No. 41 at the Registry District of Nantucket County.

Said land is subject to the following restrictions: Land is to be under the control of the Nantucket Conservation Commission and is to be devoted to conservation or recreational use.

And it is further certified that said land is under the operation and provisions of Chapter 185 of the General Laws, and that the title of said INHABITANTS OF THE TOWN OF NANTUCKET to said land is registered under said Chapter, subject, however, to any of the encumbrances mentioned in Section forty-six of said Chapter, which may be subsisting, and subject also ~~to~~ as aforesaid.

WITNESS, WILLIAM I. RANDALL, Esquire, Judge of the Land Court, at Nantucket in the County of Nantucket the seventh day of May in the year nineteen hundred and eighty at ten o'clock and fifteen minutes in the fore noon.

Attest, with the Seal of said Court,
Land Court Case No. 2408
Document No. 22356

Assistant Recorder.

** DRAFT AS OF 06/25/2024 **

COMMONWEALTH OF MASSACHUSETTS
TOWN OF NANTUCKET

WARRANT FOR

Tuesday, September 17, 2024
SPECIAL TOWN MEETING
Nantucket High School
Mary P. Walker Auditorium
5:00 PM

Town of Nantucket
16 Broad Street
Nantucket, MA 02554
(508) 228-7255
www.nantucket-ma.gov

DRAFT

To the Constables of the Town of Nantucket:

GREETING:
In the name of the Commonwealth of Massachusetts, you are hereby directed to notify and warn the inhabitants of the Town of Nantucket qualified to vote in Town affairs, to meet and assemble themselves at the Nantucket High School Auditorium at 10 Surfside Road in said Nantucket, on

TUESDAY, SEPTEMBER 17, 2024 AT 5:00 PM,
THEN AND THERE TO ACT ON THE ARTICLES
CONTAINED WITH THE ENCLOSED WARRANT:

****

To act upon and transact any business relative to the foregoing subjects which may, then and there, come before said meeting.

Commented [LG1]: SB TO CONFIRM ORDERING OF THE ARTICLES

Article
(Zoning Bylaw Amendment: Regulating Nantucket Vacation Rentals)

To see if the Town will vote to amend Chapter 139 of the Town Code (Zoning) as follows *(NOTE: new language is shown as highlighted text, language to be deleted is shown by strikeout; these methods to denote changes are not meant to become part of the final text and, further, that non- substantive changes to the numbering of this bylaw be permitted in order that it be in compliance with the numbering format of the Code of the Town of Nantucket)*:

1. Amend §139-2 (Definitions and Word Usage), by inserting the following new terms and definitions and inserting them in alphabetical order:

COTTAGE COLONY
A group of four or more detached Dwelling Units, legally in existence at the time of adoption of this bylaw, located on a single lot, which is customarily occupied on a seasonal basis.

HOSTED STAY
An overnight stay whereby a short-term renter occupies all or a portion of a Dwelling Unit located on a Lot where the Owner or Operator is present. An Owner or Operator is considered present when the Owner or Operator is on the Lot except during the daytime and/or work hours.

OPERATOR
A person or other legal entity operating a Short-Term Rental including, but not limited to, the Owner or proprietor of such premises, the lessee, sublessee, mortgagee in possession, licensee or any other person otherwise operating such Short-Term Rental. It is the intent of this bylaw that the Operator shall have the same meaning as set forth in General Laws c, 64G, § 1.

OWNER
Any person who alone, or severally with others, has legal or equitable title or beneficial interest in any Dwelling Unit; a mortgagee in possession; or agent, trustee or person appointed by the courts. An Owner can be a single person, a marital unit, a group of people, LLC, or a Trust. The Owner may also be referred to as the Operator, or the host.

SHORT-TERM RENTAL
A Dwelling Unit or portion(s) thereof that is not a transient residential facility, where: (i) at least one room or Dwelling Unit is rented to an occupant or sub-occupant; and (ii) all accommodations are reserved in advance. Rental periods with a transfer of occupancy in excess of 31 calendar days shall not be considered a Short-Term Rental. The rental of property for a total of 14 days or less in any calendar year shall not be considered a Short-Term Rental.

NANTUCKET VACATION RENTAL
A Short-Term Rental use that complies with §139-38 of the Town Code.

2. Amend § 139-7A (Use Chart) by inserting Short-Term Rental between Tertiary Dwelling and Apartment Building in the Use column and inserting the designation N in all columns.

3. Amend 139-7A (Use Chart) by inserting Nantucket Vacation Rental after Short-Term Rental in the Use column and inserting the designation Y in all columns except for the Commercial Industrial (CI) District which shall have an N designation. Add the Note: Nantucket Vacation Rentals shall be subject to the requirements of §139-38.

4. Add a new section amending Chapter 139 by inserting the following section of the Zoning Bylaw as follows:

§139-38 NANTUCKET VACATION RENTAL

1. No person or other legal entity shall engage in a Nantucket Vacation Rental use as an Owner or Operator on more than one Lot; provided, however, if a Lot has more than one Dwelling Unit for which a building permit for a new Dwelling Unit has been issued prior to the effective date of this bylaw, a Primary Dwelling and a Secondary Dwelling may be rented as a Nantucket Vacation Rental separately.

2. If an Owner or Operator who previously engaged in more than one Nantucket Vacation Rental use on more than one Lot prior to the effective date of this bylaw, may continue to do so for a period of eight years. Thereafter, the same or any new Owner or Operator shall be subject to the limitations set forth in §139-38(1).

3. No Owner or Operator may rent a Nantucket Vacation Rental that has a transfer of occupancy of more than eight times in July and August, provided however, that an Owner who acquires a Dwelling Unit or a Lot after the effective date of

this bylaw may only engage in a Nantucket Vacation Rental use with no more than three transfers of occupancy in July and August for the first five years of ownership of the Dwelling Unit or Lot.

4. After the effective date of this bylaw, any person or other legal entity that acquires a Dwelling Unit through inheritance, divorce, interfamily gift, or through a transfer of the form of record ownership of the prior record owner by the same underlying persons, may engage in a Nantucket Vacation Rental use of the same Dwelling Unit without being subject to the transfer of occupancy limitations for new owners contained in §139-38(3) as long as the prior record owner engaged in a Nantucket Vacation Rental use of the same Dwelling Unit for at least five years.

5. There shall be no limit for any Nantucket Vacation Rental use on the number of transfers of occupancy of any Dwelling Unit outside of July and August.

6. In order to qualify as a Nantucket Vacation Rental use, a Dwelling Unit must be operated at all times in compliance with Chapter 123 of the Town Code and all regulations promulgated thereunder.

7. Cottage Colonies and Hosted Stays shall be exempt from the requirements of this bylaw except for §139-38(8).

8. Nantucket Vacation Rentals shall be prohibited in Tertiary Dwellings, Apartments for which a building permit to construct one or more Dwelling Units has been issued after the effective date of this bylaw, Time-Sharing or Time-Interval-Ownership Dwelling Units or Dwellings, Affordable Housing, Workforce Homeownership Housing, Workforce Rental Housing, or in a Dwelling Unit that is subject to a deed restriction under the Nantucket Housing Needs Covenant program pursuant to Chapter 301 of the Acts of 2002, as amended.

9. In addition to all other enforcement remedies allowed under §139-25, the Town, acting through the Building Commissioner, may assess a civil penalty not to exceed $5,000 for any violation of §139-38 in accordance with G.L. c. 64G, § 14(v). Each day a violation continues shall be considered a separate offense.

10. If any provision in §139-38 shall be held to be invalid by a court of competent jurisdiction, then such provision shall be considered separately and apart from the remaining provisions, which shall remain in full force and effect.

11. This bylaw shall apply to transfers of occupancy commencing on or after July 1, 2025, regardless of when a rental contract was executed.

Or to take any action relative thereto.

(Select Board)

Commented [LG2]: This will not be sponsored by Planning Board?

ARTICLE

(Zoning Bylaw Amendment: Regulating Short-Term Rental Use)

To see if the Town will vote to amend Chapter 139 of the Town Code (Zoning) as follows:

1. Amend § 139-2 (Definitions and Word Usage), by inserting the following new term and definition and inserting it in alphabetical order.

SHORT-TERM RENTAL
A dwelling unit or portion(s) thereof that is not a transient residential facility, where: (i) at least one room or dwelling unit is rented to an occupant or sub-occupant; and (ii) all accommodations are reserved in advance. Rental periods with a change in occupancy in excess of 31 calendar days shall not be considered a short-term rental. The rental of property for a total of 14 days or less in any calendar year shall not be considered a short-term rental.

ACCESSORY SHORT-TERM RENTAL
A Short-Term Rental use that complies with this bylaw.

2. Amend § 139-7A (Use Chart) by inserting "Accessory Short-Term Rental" between "Tertiary Dwelling" and "Apartment Building" in the Use column and inserting the designation "A" in all columns with a "Note: Subject to the requirements of §139-38."

3. Add a new section to Chapter 139 as follows:

§139-38 ACCESSORY SHORT-TERM RENTALS

1. In residential districts, each Lot may be used as an Accessory Short-Term Rental for 28 days (4 weeks) per calendar year as a permitted Accessory Use to a Principal Use, subject to the following conditions:
   a. The Lot is used for Residential Use at least 32 days per calendar year.
   b. The Lot may be used as an Accessory Short-Term Rental for an additional 7 calendar days (1 week) for every additional 28 calendar days (4 weeks) of Residential Use beyond the minimum in Subsection 1.a.
   c. On Lots with multiple Dwelling Units, the Accessory Short-Term Rental limits set forth herein are cumulative of all Dwelling Units on a Lot, and there shall be only one Dwelling Unit used as an Accessory Short-Term Rental at any one time;
   d. There shall be a minimum stay of 4 calendar days for Accessory Short-Term Rentals throughout the year, except July and August when the minimum stay shall be 7 calendar days;
   e. A Lot shall have no more than eight changes in Accessory Short-Term Rental occupancy during a calendar year; and
   f. All Accessory Short-Term Rentals shall be registered with the Town and operated in accordance with General Bylaw § 123 of the Town Code.

2. Exemptions. All Accessory Short-Term Rentals occurring during any time when the Lot is Owner Occupied shall be permitted as of right and exempt from the limitations set forth in this provision, except that Subsection 1.d above shall apply.

3. To register under General Bylaw § 123 as an Accessory Short-Term Rental Use, the Owner must submit as part of its annual registration documents: (a) copies of all rental contracts for the prior year (redacted as appropriate); (b) signed certification documenting compliance with the limitations set forth in this Bylaw regarding Residential Use, Accessory Short-Term Rental days, turnovers and any other information required by the Board of Health.

4. All other Short-Term Rentals in residential districts are prohibited.

5. For the purposes of this Section only, Residential Use shall mean occupied by the Owner or tenancy of at least 32 consecutive days in any calendar year without sublet.

Or to take any action relative thereto.

(Charity Benz, et al)

ARTICLE
(Zoning Bylaw Amendment: Regulating Short-Term Rental Use)

To see if the Town will vote to take the following actions in regard to the following Zoning Bylaw § 139-2 as follows:

1. Amend § 139-2 (Definitions and Word Usage), by inserting the following new term and definition and inserting it in alphabetical order.

SHORT-TERM RENTAL

A dwelling unit or portion(s) thereof that is not a transient residential facility, where: (i) at least one room or dwelling unit is rented to an occupant or sub-occupant; and (ii) all accommodations are reserved in advance. Rental periods with a change in occupancy in excess of 31 calendar days shall not be considered a short-term rental. The rental of property for a total of 14 days or less in any calendar year shall not be considered a short-term rental.

ACCESSORY SHORT-TERM RENTAL

A Short-Term Rental use that complies with this bylaw.

2. Amend § 139-7A (Use Chart) by inserting Accessory Short-Term Rental between Tertiary Dwelling and Apartment Building in the Use column and inserting the designation Y in all columns, except inserting N the Commercial Industrial (CI) District column, with a Note: Subject to the requirements of §139-38.

3. Add a new section to Chapter 139 as follows:

§ 139-38 ACCESSORY SHORT-TERM RENTALS

1. To qualify as an Accessory Short-Term Rental, the dwelling unit or portion thereof shall only be rented as a Short-Term Rental in the aggregate for less than half of the calendar year.
2. Beginning on May 1, 2025, all Accessory Short-Term Rentals occur only concurrent to the operator obtaining and maintaining a valid Certificate of Registration for such from the Nantucket Health Department for and during the period of use, pursuant to the regulations set forth in Section 123 of the Code of the Town of Nantucket.

Or to take any other action related thereto.

(Steven Cohen, et al)

ARTICLE
(Zoning Bylaw Amendment: Regulating Short-Term Rental Use)

To see if the Town will vote to amend Chapter 139 of the Town Code (Zoning) as follows:

1. Amend § 139-2 (Definitions and Word Usage), by inserting the following new term and definition and inserting it in alphabetical order.

SHORT-TERM RENTAL
A dwelling unit or portion(s) thereof that is not a transient residential facility, where: (i) at least one room or dwelling unit is rented to an occupant or sub-occupant; and (ii) all accommodations are reserved in advance. Rental periods with a change in occupancy in excess of 31 calendar days shall not be considered a short-term rental. The rental of property for a total of 14 days or less in any calendar year shall not be considered a short-term rental.

ACCESSORY SHORT-TERM RENTAL
A Short-Term Rental use that complies with this bylaw.

2. Amend § 139-7A (Use Chart) by inserting Accessory Short-Term Rental between Tertiary Dwelling and Apartment Building in the Use column and inserting the designation Y in all columns except CI with a Note: Subject to the requirements of §139-38.

3. Add a new section to Chapter 139 as follows:

§139-38 ACCESSORY SHORT-TERM RENTALS

DRAFT

1. No person or other legal entity shall engage in an Accessory Short-Term Rental use for more than one Dwelling Unit at any one time.

2. If a Lot has two Dwelling Units, both may be rented as an Accessory Short-Term Rental as long as both Dwelling Units are rented to the same person.

3. To qualify as an Accessory Short-Term Rental use, the owner must reside on the same Lot or on another lot that they own on Nantucket, for at least 30 days (which can be non-consecutive) in each calendar year.

4. No owner or operator may enter into more than six (6) rental contracts which commence in July and August.

5. If an owner purchases a Lot or constructs a Dwelling Unit after the effective date of this bylaw, the owner or operator may enter into no more than four (4) rental contracts which commence in July and August.

6. There are no limits on the length or number of rental contracts that commence outside of July and August.

7. If a person who previously operated more than one Accessory Short-Term Rental at any time prior to the effective date of this bylaw, they may continue to do so for a period of five years after the effective date of this bylaw.

8. In order to qualify as an Accessory Short-Term Rental, the Dwelling Unit must be operated in compliance with Chapter 123 of the Town Code and all regulations promulgated thereunder.

9. All other Short-Term Rentals in all zoning districts except CI are prohibited.

Or to take any action relative thereto.

(Grant Sanders, et al)

ARTICLE

(General Bylaw Amendment: Short-Term Rentals)

To see if the Town will vote to amend Chapter 123 (Short-Term Rentals) of the Code of the Town of Nantucket as follows:

1. Amend § 123-2 (Definitions), by substituting the following new definition for the existing definition of Corporation.

CORPORATION

~~All businesses and charitable entities required to file Articles of Incorporation and Annual Reports with the Massachusetts Secretary of State or an equivalent agency of another state, pursuant to G.L. c. 156D, § 2 or G.L. c. 180, § 4, respectively.~~

Commented [LG3]: Will the SB have a General Bylaw Amendment?

Commented [EM4R3]: NO

DRAFT

Any entity organized under the law of any state or country which is taxable as a corporation under the Internal Revenue Code, or which would be taxable thereunder as a corporation if it had become taxable under the Internal Revenue Code. Such entities shall include without limitations corporations, limited liability companies which are taxed as corporations, and so-called Massachusetts Business Trusts, provided, however, that a limited liability company and an S corporation shall not treated as Corporations when every shareholder, partner, member is a natural person, as established by documentation provided by the applicant as required at the time of registration and subsequently thereafter from time to time as required under regulations established under this Chapter.

2. Amend § 123-2 (Definitions), by inserting the following terms and definitions and inserting them in alphabetical order.

INTERNAL REVENUE CODE

The United States Internal Revenue Code of 1986, as amended.

PARTNERSHIP

Any entity organized under the law of any state or country which is taxable as a partnership under the Internal Revenue Code, or which would be taxable thereunder as a partnership if it had become taxable under the Internal Revenue Code. Such entities shall include without limitation general partnerships, limited partnerships, and limited liability partnerships taxed as partnerships.

REAL ESTATE INVESTMENT TRUST

Any entity defined in Internal Revenue Code, §856.

3. Amend §123-3 (Registration, Permitting, Prohibitions, Inspection and Fees) as follows:

H. Short-Term Rentals are prohibited in dwelling units owned by a Corporation**, Partnership, Real Estate Investment Trust, or any similar entity which pools funds from investors and is engaged primarily in investment activity**. ~~Short-Term Rentals are permitted in dwelling units owned by a limited liability company, Trust, or S Corporation only when every shareholder, partner, or member of the legal entity is a natural person, as established by documentation provided by the applicant at the time of registration.~~

Or to take any action relative thereto.

(Pamela Perun, et al)

ARTICLE
(General Bylaw Amendment: Short-Term Rentals)

To see if the Town will vote to take the following actions in regard to the following Chapter 123 of the Code of the Town of Nantucket:

Move that Chapter 123 of the Town Code (Short-Term Rentals) be struck and restated as follows *(and that non-substantive changes to the numbering of this bylaw be permitted in order that it be in compliance with the numbering format of the Code of the Town of Nantucket):*

Chapter 123:

Short-Term Rentals

§ 123-1. Purpose and Intent.

This bylaw is enacted pursuant to the Town's Home Rule Authority and the authority set forth in General Laws c. 64G, § 14 and is intended to:

(1) Provide for an orderly process for identifying, registering, and regulating Short-Term Rentals within the Town so as to ensure that such Short-Term Rentals do not create or cause any nuisance conditions within the Town;

(2) Prevent the further growth of residential dwellings owned by Corporations and used for the purpose of Short-Term Rentals;

(3) Continue to permit the operation of Short-Term Rentals by natural persons in order to protect the time-honored tradition of home rentals in Nantucket;

(4) Allow the Town to implement the Short-Term Rental registration process and to collect sufficient data to accurately assess the practice of Short-Term Rentals including the impact (if any) this practice may have on affordable/attainable housing and to substantially develop additional regulations, if such data demonstrates additional regulation is necessary.

§ 123-2. Definitions.

As used in this chapter, the following terms shall have the meanings indicated:

CORPORATION

All businesses and charitable entities required to file Articles of Incorporation and Annual Reports with the Massachusetts Secretary of State or an equivalent agency of another state, pursuant to G.L. c. 156D, § 2 or G.L. c. 180, § 4, respectively.

OPERATOR

A person or other legal entity operating a short-term rental including, but not limited to, the owner or proprietor of such premises, the lessee, sublessee, mortgagee in

possession, licensee or any other person otherwise operating such short-term rental. It is the intent of this bylaw that the operator shall have the same meaning as set forth in General Laws c, 64G, § 1.

OWNER

Any person who alone, or severally with others, has legal or equitable title or beneficial interest in any dwelling unit; a mortgagee in possession; or agent, trustee or person appointed by the courts. An Owner can be a single person, a marital unit, a group of people, LLC, or a Trust. The Owner may also be referred to as the operator, or the Host.

SHORT-TERM RENTAL

A dwelling unit or portion(s) thereof that is not a transient residential facility, where: (i) at least one room or dwelling unit is rented to an occupant or sub-occupant; and (ii) all accommodations are reserved in advance. Rental periods with a change in occupancy in excess of 31 calendar days shall not be considered a short-term rental. The rental of property for a total of 14 days or less in any calendar year shall not be considered a short-term rental.

TIME-SHARING OR TIME-INTERVAL-OWNERSHIP DWELLING UNIT OR DWELLING

A dwelling unit or dwelling in which the exclusive right of use, possession or ownership circulates among various owners or lessees thereof in accordance with a fixed or floating time schedule on a periodically recurring basis, whether such use, possession or occupancy is subject to either: a time-share estate, in which the ownership or leasehold estate in property is devoted to a time-share fee (tenants in common, time-share ownership, interval ownership) and a time-share lease; or time-share use, including any contractual right of exclusive occupancy which does not fall within the definition of "time-share estate," including, but not limited to, a vacation license, prepaid hotel reservation, club membership, limited partnership or vacation bond, the use being inherently transient.

§ 123-3. Registration, Permitting, Prohibitions, Inspection and Fees.

A. As of May1, 2025, ~~No~~ no person or other legal entity shall operate a short-term rental without having first obtained a certificate of registration from the Board of Health. An application for a certificate of registration shall be on a form provided by the Town and shall contain the Department of Revenue identification number or proof of exemption under G.L. c. 64G. The operator shall provide with the application a certificate of registration issued by the Department of Revenue in accordance with § 67 of Chapter 62C of the General Laws. Separate leases, sub-leases or changes of occupancy for different dwellings on the same lot shall require separate certificates of registration for each such dwelling unit.

B. The annual fee for such certificate of registration shall be set forth in the regulations issued pursuant to § 123-4.

C. The application for the certificate of registration shall include an attestation that the owner and/or operator is in compliance with all applicable federal, state and local laws, including but not limited to G.L. c. 64G and the Fair Housing Act, G.L. c. 151B, and local equivalents and regulations related thereto, and all other regulations applicable to residential dwellings, and that the owner and/or operator of the property is current with all Town taxes, water, and sewage charges and other fees, subject to the requirements of Chapter 19, §§ 13 through 18, of the Town Code. Any property offered for a short-term rental shall not have any outstanding building, sanitary, zoning, or fire code violations, orders of abatement, or stop work orders. Nothing contained herein shall relieve the owner or operator from complying with all local permits, rules and regulations issued by the Board of Health and other Town boards generally applicable to resident dwelling units.

D. The Board of Health shall not issue any certificate of registration unless the Operator has:

(1) submitted a complete application and paid all associated fees;

(2) Provided contact information for the owner, the operator, the intermediary (if there is one) and at least two persons designated to address any issues at the short-term rental within two hours' notice; ~~and~~

(3) Provided the Town with a certificate of insurance evidencing liability insurance coverage for the short-term rental in an amount to be determined by the regulations issued pursuant to § 123-4.~~;~~ and

(4) Certified that the property has no known outstanding building, sanitary, zoning, or fire code violations, orders of abatement, or stop work orders.

(5) Certified that the property is compliant with Chapter 102, outdoor lighting, for all dwelling constructed after January 1, 2025 and for all properties beginning January 1, 2027.

(6) Certified that any exterior pool or spa on a property holding or seeking a certificate of registration is compliant with standards for low lumens lighting, as determined by the Board of Health, beginning on January 1, 2027.

E. Operators are subject to inspection of the short-term rental by the Board of Health upon reasonable notice via consent or administrative warrant, or without such notice in the event of an imminent threat to public health or safety.

F. Certificates of registration are valid for one calendar year and may be renewed at the discretion of the Town, provided that the operator has complied with the provisions of this chapter and any associated regulations during the preceding year. An application for renewal of a certificate of registration shall be submitted along with the annual fee ~~no later than November 1 of the next~~each year by the deadline set by the Board of Health. A renewal application shall include an attestation that the Short-Term Rental was operated in accordance with all bylaws and regulations of the Town during the previous year.

G. The certificate of registration is issued to the operator and does not run with the land. If the short-term rental is sold or transferred out of ownership, a new application for a certificate of registration shall be filed by the new operator before short-term rentals can continue or resume. However, subject to the provisions herein, Short-Term Rental leases or subleases entered into under and within the period of a valid certificate of registration may be honored by a new operator of the Short-Term Rental during the pendency of an application for an new certificate of registration applicable to that property.

H. Short-Term Rentals are prohibited in dwelling units owned by a Corporation. Short-Term Rentals are permitted in dwelling units owned by an LLC, Trust, or S Corporation only when every underlying shareholder, partner, or member of the legal entity is a natural person, as established by documentation provided by the applicant at the time of registration.

I. Short-Term rentals are prohibited in dwelling units designated as affordable or otherwise income-restricted, which are subject to an affordability restriction or are otherwise subject to housing or rental assistance under local, state, or federal programs or law.

J. No Time-Sharing or Time-Interval -Ownership Dwelling Unit or Units may engage in Short-Term Rental activities or be eligible to receive a Certificate of Registration for such unit; except that this section shall not apply to the creation of mortgages, liens, easements or other similar interests encumbering the residential property as a whole to secure a loan or for any other legitimate purposes; and this section shall not apply to natural persons or non-commercial groups, such as families, partnerships, associations, or trusts with divided interests or agreements in which the real estate is held and transferred within the family, partnership, association or trust, as opposed to sold ~~in fractional or divided interests~~ on the open market. In addition, Time-Share or Time-Interval Ownership Dwelling Units shall be exempt from Sections H, I, J and K, provide that the owner obtains a Certificate of Registration and provides sufficient evidence that the Unit was rented to one of more third parties for at least one period of less than 30 days prior to January 1, 2024.

K. Any person or other legal entity, except Corporations, but including LLC's, Trusts, and S Corporations, which paid the rooms excise tax on a Short-Term Rental dwelling unit in any calendar quarter prior to January 1, 2024 and which owned the

property prior to May 7, 2024, shall be exempt from the requirements of Sections H, I, and J of this Chapter until the dwelling unit is transferred or conveyed, or the Rental Certificate is not renewed or is revoked by the Board of Health. If a property is bequeathed to a person or other beneficiary through a will, trust, or other instrument, the new owner may continue to engage in Short-Term Rental activities in accordance with this section.

L. Within the months of July and August, each Certificate of Registration shall have no more than 9 lease or sub-lease contracts or changes of occupancy with different renters. This provision shall not apply to any lot for which any dwelling on the lot is the primary residence of one or more Owners.

M. No person may hold all or a portion of not more than two (2) certificates of registration.
i. Persons who paid the rooms excise tax for more than two (2) Short-Term Rentals in any calendar quarter prior to January 1, 2024 may hold an equivalent number of certificates of registration, limited only to those properties for which the tax was paid and not transferable to other Owners or to other properties, and may not obtain additional certificates of registration under this provision.
ii. Properties containing more than two dwelling units that have been in use as Short-Term Rentals since January 1, 2000 or prior are exempt from the numerical limitation on the number of certificates of registration allowed to be held by any person in this provision.

L. Each certificate of registration shall provide for the maximum number of occupants in each dwelling.

M. All advertising for a short term rental shall include the certificate of registration number and the allocated maximum number of occupants.

N. Any dwelling used as a short term rental shall prominently post the rules promulgated by the Board of Health, the applicable certificate of registration number, the designated occupancy for each dwelling, the contact information for the operator and at least two persons designated to address any issues at the short-term rental within two hours' notice, a process for trash disposal and recycling, a summary of the applicable hours of the noise by-law, a parking policy, and contact information for the Nantucket Police and Fire Departments.

O. No short term renter may occupy a short term rental until the operator or their designee has verified the identity of the occupant, and obtained a signed affirmation of the number of guests and acknowledgement of the applicable rules and regulations from them.

(p) On any property with more than two (2) dwellings, no more than two (2) dwelling units per lot, or equivalent density, may be used a short-term rental, which shall be designated on the certificate of registration. Properties containing more than

two (2) dwelling units that have been in use as Short-Term Rentals since January 1, 2000 or prior are exempt from this provision.

(q) Short-Term Rentals are prohibited in tertiary dwellings and inclusionary housing.

§ 123-4. Regulations.

The Board of Health, subject to the approval of the Select Board, shall promulgate regulations to carry out and enforce the provisions of this chapter. Such regulations may also include but are not limited to requirements to insure that the operation of the short-term rental does not create or cause a nuisance to the surrounding neighborhood due to unreasonable noise, overburdening of parking areas, and other nuisance conditions.

§ 123-5. Enforcement.

A. Whoever violates any provision of this bylaw or a regulation promulgated hereunder may be penalized by indictment or on complaint brought in the district court. The Town may seek to enjoin violations thereof through any lawful process, and the election of one remedy by the Town shall not preclude enforcement through any other lawful means.

B. Whoever violates any provision of this bylaw or a regulation promulgated hereunder may be penalized by a noncriminal disposition process as provided in Massachusetts General Laws, Chapter 40, § 21D and the Town's non-criminal disposition bylaw (Chapter 1 of the Town Code). If noncriminal disposition is elected, then any person who violates any provision of this bylaw or regulation shall be subject to a penalty in the amount of $100 for the first offense; $200 for the second offense; and $300 for a third and subsequent offense. Each day or portion thereof shall constitute a separate offense. The Board of Health or its agent, or any police officer of the Town, shall be the enforcing authority.

C. If a notice of violation of this bylaw or any regulation promulgated hereunder or other order is issued to the operator or the owner of the property by the Board of Health or its designee, after a certificate of registration is issued, the Board of Health, after a hearing, may suspend for a period of time determined by the Board of Health or revoke said certificate of registration until the violation has been cured or otherwise resolved. Multiple violations by any operator may, at the discretion of the Board of Health and after a hearing, disqualify that operator from obtaining a certificate of registration for a period of up to three years.

D. In accordance with G.L. c. 64G, § 14(v), the Town may assess a civil penalty not to exceed $5,000 for any violation of this bylaw or a regulation issued hereunder. Each day a violation continues shall be considered a separate offense.

§ 123-6. Severability.

If any provision in this chapter shall be held to be invalid by a court of competent jurisdiction, then such provision shall be considered separately and apart from the remaining provisions, which shall remain in full force and effect.

Or to take any other action related thereto.

(Steven Cohen, et al)
Note: Sponsor article had changes marked with track changes with yellow highlighting, which does not show up in printed Warrant booklet; therefore, new language is shown as gray highlighted text, language to be deleted is shown by strikeout; these methods to denote changes are not meant to become part of the final text.

ARTICLE
(General Bylaw Amendment: Short-Term Rentals)

To see if the Town will vote to amend Chapter 123 of the Town Code (Short-Term Term Rentals) as follows:

1. Amend § 123-3 (Registration, permitting, inspection and fees) by deleting subsection B in its entirety and replacing it with the following:

> **B.** The annual fee for such a certificate of registration shall be $250 for Town residents and $350 for non-residents for the first STR on each Lot. Each additional STR on a Lot shall be an additional $150 annual fee.

2. Amend § 123-3 (Registration, permitting, inspection and fees) by inserting the following new provisions:

> **H.** The Board of Health may grant an exemption from the requirements of this Bylaw in the event that the Operator satisfies the Board that short-term rental use of the property existed prior to the enactment of the Zoning Bylaw on Nantucket in 1972.

3. Amend § 123-3 (Registration, permitting, inspection and fees) by revising subsection E as follows (deletions shown as strikethroughs and new language in red):

> **E.** Operators are subject to inspection of the short-term rental by the Board of Health upon reasonable notice via consent or administrative warrant, or without such notice in the event of an imminent threat to public health or safety. The Board of Health shall dedicate one employee whose primary responsibility is inspecting STRs and ensuring compliance with the Bylaw and applicable Regulations. In order to facilitate such inspections, at the time of Registration, each operator shall provide a floor plan showing the STR layout and exits.

4. Amend § 123-5 (Enforcement) by revising subsection B as follows (deletions shown as strikethroughs and new language in red):

> **B**. Whoever violates any provision of this bylaw or a regulation promulgated

hereunder may be penalized by a noncriminal disposition process as provided in Massachusetts General Laws, Chapter 40, § 21D and the Town's noncriminal disposition bylaw (Chapter 1 of the Town Code). If noncriminal disposition is elected, then any person who violates any provision of this bylaw or regulation shall be subject to a penalty in the amount of $5000, and for each subsequent offence, the STR registration is subject to suspension for the period of 1 calendar year following a review hearing of the STR Committee. Each day or portion thereof shall constitute a separate offense. The Board of Health or its agent, or any police officer of the Town, shall be the enforcing authority.

5. Amend 123-4 (Regulations) as follows (deletions shown as strikethroughs and new language in red):

The Board of Health, subject to the approval of the Select Board, shall promulgate regulations to carry out and enforce the provisions of this chapter. Such regulations may also include but are not limited to requirements to ensure that the operation of the short-term rental does not create or cause a nuisance to the surrounding neighborhood due to unreasonable noise, overburdening of parking areas, and other nuisance conditions. At a minimum, the Regulations shall prohibit any on-street parking for Short-Term Rentals and limit vehicles to the number of spaces available within the bounds of the Short-Term Rental Lot. The Board of Health shall also develop an online complaint form that allows submissions of photographs, video and any other supporting documentation.

6. Amend Chapter 123 (Short-Term Rentals) by adding the following new subsection:

§123-8. (STR Committee)
The Select Board shall create an STR Committee comprised of 5 Town residents to be be appointed by the Board of Health. The STR Committee shall be responsible for proposing regulations for adoption by the Board of Health, reviewing complaints and imposing fines based upon the recommendation of staff, and hearing any appeals of approvals, suspensions, revocations, or denials of Certificates of Registration under this Bylaw.

Or to take any action relative thereto.

(Matthew Peel, et al)
Note: Sponsor article had changes in red text which do not show up in the printed Warrant booklet; therefore, new language is shown as gray highlighted text, language to be deleted is shown by strikeout; these methods to denote changes are not meant to become part of the final text.

ARTICLE
(Zoning Bylaw Amendment: Issuance of Building and Use Permits – Demolition Delay)

To see if the Town will vote to amend Chapter 139 (Zoning) of the Code of the Town of Nantucket, Section 26.A, as follows (NOTE: new language is shown as

highlighted text, language to be deleted is shown by strikeout; these methods to denote changes are not meant to become part of the final text and, further, that non-sustentative changes to the numbering of this bylaw be permitted in order that it be in compliance with the numbering format of the Code of the Town of Nantucket):

Or to take any other action related thereto.

§ 139-26 **Issuance of building and use permits.**

A.

No building or structure shall be used, erected, constructed, relocated, added to or otherwise subjected to alteration, or demolished without a building or use permit having been issued by the Building Commissioner or Local Inspector for any use or structure. No building or structure shall be used, erected, constructed, relocated, added to or otherwise subjected to alteration, or demolished without obtaining a Certificate of Appropriateness issued by the Nantucket Historic Districts Commission pursuant to Chapter 395, Acts of 1970, as amended. No lot shall be changed from its use preexisting the July 27, 1972, effective date of this chapter, except to its natural condition allowed by § 139-7A(5) above, without a use permit or a building permit permitting such use. No such permit shall be issued until such construction, erection, relocation, addition, alteration, demolition or use, as proposed, shall comply in all respects with the provisions of this chapter as determined by a Zoning Enforcement Officer or with a decision rendered by the Board of Appeals, the Planning Board, or the courts in the case of appeals.
[Amended 4-14-1997 ATM by Art. 40, AG approval 8-5-19974-10-2000 ATM by Art. 46, AG approval 8-2-2000; 6-25-2020 ATM by Art. 51, AG approval 10-27-2020]

Demolition delay.

(a)

Statement of purpose. The purpose of this section is to establish a predictable process for reviewing requests to demolish residential structures in order to:

[1]

Establish an appropriate waiting period during which the Town and the applicant can propose and consider alternatives to the demolition of a building of residential value;

[2]

Minimize the quantity of demolition debris ending up in the landfill;

[3]

Create an incentive for reuse of residential structures;

[4]

Give interested parties an opportunity to acquire reusable residential structures.

(b)

Buildings subject to demolition delay. All residential structures are subject to review by the Building Commissioner, Local Inspector, or a registered design professional for the purpose of determining whether such buildings have any residential reuse potential.

(c)

Issuance of demolition permit. The requirements set forth in this section are in addition to, and not in lieu of, the requirements of any other codes, ordinances, statutes, or regulations applicable to the demolition of buildings. No demolition permit shall be

issued for a building that is subject to review, pursuant to Subsection A(1)(b) above, unless:

[1]
It is determined that demolition is necessary, pursuant to Subsection A(1)(d) below.

[2]
It is determined that said building has no residential reuse potential due to the existing condition of the structure or physical barriers to moving the structure such as significant trees, bridges, etc.

[3]
The demolition delay period set forth in Subsection A(1)(f) below has expired.

(d)
Required demolition or repair.

[1]
Demolition. Nothing in this section shall restrict any authority in the general laws for the Building Commissioner or Building Inspector to order the building owner, or Town, to demolish a building at any time if it is determined that the condition of a building or part thereof presents an imminent and substantial danger to the public health or safety.

[2]
Repair. Nothing in this section shall restrict any authority in the general laws for the Building Commissioner or Building Inspector to require the applicant to take reasonable action to prevent the need for required demolition, which may include securing the building and making it safe so that it does not present an imminent and substantial danger to the public.

(e)
Issuance of building, use, or occupancy permit.

[1]
If it has been determined that a building has re-use potential pursuant to Subsection A(1)(b) above, no building permits shall be issued for the erection of a new building on the site of such building subject to review before issuing a demolition permit for such building subject to review in compliance with this section.

[2]
If it has been determined that a building has been voluntarily demolished in violation of this section, no building permits shall be issued for new construction, or any use or occupancy permit for any use other than a park or recreational open space, with respect to the premises of such building for a period of two years after the date of the determination. As used herein, "premises" includes the parcel of land upon which the demolished building was located and all abutting parcels under common ownership or control.

(f)
Procedure.

[1]
A request for review of reuse potential pursuant to this section shall be made to the Building Commissioner or Local Inspector. The request shall be made by letter, email or any other method acceptable to the building official.

[2]
(Reserved)

[3]

(Reserved)

[4]

After its receipt of an application, pursuant to this Subsection A(1)(f), the following determinations shall be made:

[a]

Whether immediate demolition is required pursuant to Subsection A(1)(d); and

[b]

Whether said structure has any residential reuse potential pursuant to Subsection A(1)(c)[2].

[5]

A determination shall be made within 20 days after the request. If it is determined that the structure does not require immediate demolition and that it does have reuse potential the applicant shall place a public notice in a local newspaper. The public notice shall take place only after the building commissioner's review and the issuance of a Certificate of Appropriateness for a Move-Off / Demolition has been issued from the Nantucket Historic Districts Commission pursuant to C. 395, Acts of 1970, as amended.

[a]

Contents of public notice.

[6]

Subject to the Chapter 139 Section 26A(1) of the Code of the Town of Nantucket (the so-called "demolition delay bylaw"), a house located at INSERT ADDRESS is being made available to any interested party subject to the ability to move the structure within ~~60 days~~180 days from the date of this publication, in addition to meeting any conditions imposed by the current owner. A letter of interest must be submitted to INSERT OWNER/CONTACT ADDRESS AND EMAIL with a copy provided to the Town of Nantucket Building Commissioner at 2 Fairgrounds Road or by e-mail at INSERT BUILDING COMMISSIONER E-MAIL within 30 days from the date of this publication. Letters of interest received after 30 days may be considered at the discretion of the property owner.

A published copy of said notice shall be presented to the Building Department. From the date of publication of said notice, any interested parties shall have 30 days to respond in writing. If any bona fide letters of interest, as determined by the Building Commissioner or Local Inspector, are received within the thirty-day period no demolition permit shall be issued for a period of ~~30~~ 180 days thereafter.

[7]

If no bona fide letters of interest are received within the thirty-day period, a demolition permit may be issued.

B.

Form of application. The application for a building or use permit shall be submitted in such form as shall be described by the Building Inspector and shall be accompanied by the required fee as hereinafter prescribed. Application for a permit shall be made by the owner or lessee of any building or structure or the agent of either. The application for the permit shall be accompanied by a plot plan of the proposed building, structure or use drawn to scale with sufficient clarity to show the nature and character of the work to be performed, including off-street parking and loading space, if required, the location of new and existing lot lines.

C.
Accompanying documents. The application for a building or use permit shall be accompanied by the following documents, if applicable:
(1)
A Certified Copy of the Certificate of appropriateness issued by the Nantucket Historic Districts Commission pursuant to Ch. 395, Acts of 1970, as amended.
(2)
Sewer permit.
(a)
For on-site septic systems issued by the Nantucket Board of Health pursuant to Title V, § 3.7, of the State Environmental Code.
(b)
For hook-ups to the public sewage system issued by the Superintendent of the Nantucket Department of Public Works pursuant to the Wastewater Systems Regulations Governing the Use of Common Sewers, of the Town and County of Nantucket, as amended.
(3)
Order of conditions issued by the Nantucket Conservation Commission, pursuant to the State Wetland Protection Act (MGL c. 131, § 40), when a determination has been made that all or a portion of the property included in the building permit application is subject to the Wetland Protection Act. It is the responsibility of the applicant to file a request to determine applicability of the Wetland Protection Act if the applicant suspects that all or a portion of his property may be subject to the Act.
(4)
Water well completion report establishing availability of water on property, if public water supply is unavailable.
(5)
Certified copy of each Board of Appeals and Planning Board decision, including minor and major site plan review approvals, and of the plan approved by the Planning Board if the building permit is for a secondary dwelling, whichever may be relevant to the proposed project.
[Amended 4-14-1997 ATM by Art. 49, AG approval 8-5-1997]
D.
Issuance of permits. Upon receiving the application, the Building Inspector shall examine the same within a reasonable time after filing. The Zoning Enforcement Officer shall provide the Building Commissioner with a certificate of compliance with this chapter. If the application does not conform to the provisions of all pertinent local laws, the Building Commissioner shall reject such application in writing, stating the reasons therefor, within 30 days of the submission of a complete application.
[Amended 4-10-2000 ATM by Art. 46, AG approval 8-2-2000]
(1)
He shall inform the applicant of his right of appeal to the Board of Appeals in the event such application is rejected.
(2)
If satisfied that the proposed work and/or use conforms to the provisions of this chapter and all laws and ordinances applicable thereto, he shall issue a building or use permit thereto, within 30 days of the submission of a complete application.

E.
Any permit issued shall be deemed abandoned and invalid unless the work authorized by it shall have been commenced within six months after its issuance; however, for cause, one or more extensions of time, for periods not exceeding six months each, may be granted in writing by the Inspector of Buildings. Work under such permit, in the opinion of the Inspector of Buildings, must proceed in good faith continuously to completion so far as is reasonably practicable under the circumstances.
F.
Revocation of permits. The Building Inspector may revoke any permit issued under the provisions of this chapter in case of any false statement or misrepresentation of fact in the application on which the permit was based or for any other cause set forth in this chapter.
G.
Posting of permit. A true copy of a permit placard issued to the applicant with the permit shall be kept on the site of operations open to public inspection during the entire time of prosecution of the work or use and until the completion of the same as defined on the application.
H.
Temporary permit. A temporary permit may, upon written request of an applicant, be authorized by a favorable vote of at least four members of the Board of Appeals for a nonconforming structure or use which the Board of Appeals finds necessary to promote the proper development of the community, provided that such nonconforming structure or use shall be completely removed upon expiration of the permit (unless previously made conforming or validated) without cost to the Town (unless the Town is the applicant). Such permit may be renewed annually for an aggregate period not exceeding three years.
I.
Payment of fees. No building or use permit shall be issued until the fees prescribed by the Select Board shall be paid to the Building Inspector.
[Amended 6-25-2020 ATM by Art. 70, approved 10-27-2020]
J.
Compliance with permit. All work or uses shall conform to the approved application for which the permit has been issued as well as the approved plot plan.

(Mary Bergman, et al)
Note: Sponsor article had changes marked with track changes with yellow highlighting, which does not show up in printed Warrant booklet; therefore, new language is shown as gray highlighted text, language to be deleted is shown by strikeout; these methods to denote changes are not meant to become part of the final text.

ARTICLE
(Zoning Bylaw Amendment: Apartment Community)

To see if the Town will vote to take the following actions in regard to the following Zoning Bylaw § 139-8:

Amend Zoning Bylaw § 139-8, (Residential Development Options) by inserting the following, and that non-substantive changes to the numbering be permitted in order that

it be in compliance with the numbering format of the Zoning Code of the Town of Nantucket:

G. Apartment Community for Year-Round Housing. The Planning Board may issue a Special Permit to create an Apartment Community in any Zoning District, except the Commercial Industrial District (CI) and Moorlands Management District (MMD). The purpose of this provision is to incentivize the creation of year-round and relatively accessible housing opportunities with higher density and lower price points, and to increase the diversity of housing opportunities in all neighborhoods. This bylaw is intended to allow for aggregation of buildings, parking spaces, open areas and other features to improve design quality. Consistent design quality shall be applied to all dwelling units, and any restricted units shall be distributed evenly throughout the Apartment Community.

(1) Requirements.

(a) The following requirements shall apply in all Zoning Districts in which an Apartment Community is allowed:

[1] The minimum lot area requirement for an Apartment Community shall be 10,000 square feet;

[2] The term of all restrictions shall be in perpetuity or the longest term allowed by law;

[3] The application for an Apartment Community shall be subject to major site plan review, and the Planning Board may, in addition to the requirements included in §139-23, may require submission of additional documentation, including, without limitation structure and site plans and operation and management plans for the Apartment Community;

[4] The Planning Board shall be the sole special permit granting authority for any relief pursuant to any provision of this chapter for an Apartment Community and may grant waivers from the requirements herein through the issuance of a special permit.

[5] The Planning Board approval of a special permit for an Apartment Community shall not substitute for approval of a definitive subdivision or approval not required (ANR) plan;

[6] For all calculations that result in a fractional number, only fractions equal to or greater than 0.51 shall be rounded to the next highest whole number;

[7] 100% of the dwelling units in an Apartment Community shall be owner-occupied; shall be owned and utilized by a not-for-profit, religious, or educational entity; or shall be subject to a restriction limiting occupancy to a single year-round household with leases of not less than one-year;

[8] 25% of the total number of dwellings in an Apartment Community must be restricted to ownership and use by

households earning at or below 240% of Area Median Income for Nantucket County, Massachusetts and shall be subject to an instrument restricting sale or rental to households earning at or below such limits;

[9] 100% of the dwelling units in an Apartment Community shall be subject to a restriction prohibiting short-term rental of any such dwelling unit;

[10] The Planning Board shall set a parking requirement for the Apartment Community of at least 0.75 parking spaces per bedroom in the Apartment Community, and may require that parking areas be aggregated or distributed separately within the Apartment Community and screened;

[11] The Planning Board may set a requirement in the Apartment Community for open space, green space, recreational space, common space, or other such community spaces to improve the quality of life for residents in the Apartment Community and to reduce the impact of the density of dwellings on the neighborhood;

[12] The Planning Board shall require a minimum buffer area in the Apartment Community of at least 5 feet or greater in in the Town Overlay District and at least 10 feet or greater in the Country Overly District. The Planning Board may require the buffer area to include plantings, fencing, walls, or other improvements to mitigate impacts to abutting properties and to improved roads and ways.

(2) Adjustments:

(a) The Planning Board may provide for the following adjustments to the underlying zoning for the Apartment Community:

[1] The Planning Board may allow for up to one dwelling unit per 2,000 Square Feet of lot area in the lot or lots in the Apartment Community in zoning districts requiring less than 40,000 square Feet of lot area and up to one dwelling unit per 7,500 Square Feet of lot area in the lot or lots in the Apartment Community in zoning districts requiring 40,000 Square Feet or more of lot area, a may require that the dwelling units be in a single structure or in multiple structures, as appropriate for the surrounding neighborhood;

[2] The Planning Board may allow for the Apartment Community to have up to a total of 2.3 bedrooms per dwelling unit;

[3] The Planning Board may reduce setbacks in the Apartment Community upon the determination that the reduced required setbacks provide for sufficient screening and emergency vehicle access;

[4] The Planning Board may allow for an increase in the Apartment Community of the ground cover ratio of up to 50% in the Town Overlay District and up to 25% in the Country Overly District;

[5] The Planning Board may allow for multiple curb cuts in an Apartment Community, subject to consideration of and requirements for traffic safety and public safety.

(Steven Cohen, et al)

ARTICLE
(Zoning Map Change: CN to R-5 – 1 Beach Grass Road)

To see if the Town will vote to amend the Zoning Map of the Town of Nantucket by placing the following property currently located in the Commercial Neighborhood (CN) district in Residential-5 (R-5) district:

MAP	LOT	NUMBER	STREET
68	885	1	Beach Grass Road

As shown on a map filed herewith at the Office of the Town Clerk.

Or to take any other action related thereto.

(Select Board for Planning Board)

ARTICLE
(Zoning Map Change: LUG-2 to R-5 – 44 Skyline Drive)

To see of the Town will vote to take the following actions in regard to the following property:

Map	Lot	Number	Street
79	990	44	Skyline Drive

(1) Amend the Zoning Map of the Town of Nantucket by placing a portion of 44 Skyline Drive, currently located in the Limited Use General – 2 (LUG-2) zoning district, in the Residential-5 (R-5) zoning district.

All as shown on the attached map.

Or to take any other action related thereto.

(Stephen Maury, et al)

ARTICLE
(Zoning Map Change: LUG-2 to R-5 and R-20 to R-5 – 13 and 13A Woodland Drive)

To see of the Town will vote to take the following actions in regard to the following properties:

Map	Lot	Number	Street
79	208	13	Woodland Drive
79	8	13A	Woodland Drive

(1) Amend the Zoning Map of the Town of Nantucket by placing a portion of 13 Woodland Drive, currently located in the Limited Use General – 2 (LUG-2) zoning district, in the Residential-5 (R-5) zoning district and another portion of 13 Woodland Drive, currently located in the Residential-20 (R-20) zoning district, in the Residential-5 (R-5) zoning district; and,

(2) Amend the Zoning Map of the Town of Nantucket by placing 13A Woodland Drive, currently located in the Residential-20 (R-20) zoning district, in the Residential-5 (R-5) zoning district.

All as shown on the attached map.

Or to take any other action related thereto.

(Stephen Maury, et al)

ARTICLE
(Bylaw Amendment: Board of Sewer Commissioners/Town Sewer District Map Change – 44 Skyline Drive)

To see if the Town will vote to amend Chapter 41 (Board of Sewer Commissioners), Section 41-3A (Core Sewer District) of the code of the town of Nantucket by adding the following property, currently outside of the district. All as shown on the attached map.

Or to take any other action related thereto.

Map	Lot	Number	Street
79	990	44	Skyline Drive

(Stephen Maury, et al)

Commented [LG5]: Has the "group" reviewed these

Commented [EM6R5]: I have given them to them.

Commented [EM7R5]: And said I needed their report by July 10 for a public hearing on July 17.

ARTICLE
(Bylaw Amendment: Board of Sewer Commissioners/Town Sewer District Map Change – 13 and 13A Woodland Drive)

To see if the Town will vote to amend Chapter 41 (Board of Sewer Commissioners), Section 41-3A (Core Sewer District) of the code of the town of Nantucket by adding the following properties, currently outside of the district. All as shown on the attached map.

Or to take any other action related thereto.

Map	Lot	Number	Street
79	208	13	Woodland Drive

79	8	13A	Woodland Drive

(Stephen Maury, et al)

ARTICLE
(Bylaw Amendment: Board of Sewer Commissioners/Town Sewer District Map Change – 42 Monohansett Road)

To see if the Town will vote to amend Chapter 41 (Board of Sewer Commissioners), section 41-3A (Town Sewer District) of the Code of the Town of Nantucket by adding the following parcel to the Town Sewer District:

Map	Lot	Number	Street
79	55	42	Monohansett Road

All as shown on a map entitled "2024 Annual Town Meeting Warrant Article ___" dated _____ and filed herewith at the Office of the Town Clerk.

Or to take any other action related thereto.

(Gillian Bloise, et al)

ARTICLE
(Home Rule Petition: An Act to Amend the Nantucket Planning and Economic Development Commission (NP&EDC) Enabling Legislation)

This article is the text of Bill S.2467 of the 193rd General Court of the Commonwealth of Massachusetts, presented by Senator Julian Cyr at the request of the Town of Nantucket 2023 Annual Town Meeting.

Bill S.2467 adjusts the name and composition of the NP&EDC to create a Regional Planning Commission comprised of five directly elected members and six appointed members, one each from six different land use planning boards. The purpose is to create a path for more citizens to serve on the Commission through direct election without requiring them to serve on another board or Commission, and to add the Land Bank and Historical Commission to the existing appointed members. To make room for the additional at-large and appointed members, the Planning Board is represented by one member rather than five. The total membership remains at 11.

The article makes one change to the 9 year term limit provision of Bill S.2467, which is that members may serve more than 9 years, as long as those years are not consecutive. Words to be added are shown in highlight and words to be removed are shown in ~~strike out~~.

To see if the Town will vote to request its representatives to the General Court to introduce the following special legislation, and permit the General Court to make changes to language or form to achieve the legislative intent:

SECTION 1. Section 1 of chapter 561 of the acts of 1973, as most recently amended by section 1 of chapter 347 of the acts of 2018, is hereby further amended by striking out section 1 and inserting in place thereof the following section:

Section 1. (a) In order to plan for the orderly and coordinated development and protection of the physical, environmental, social and economic resources of the islands of Nantucket, including the protection of ground, surface and surrounding waters, natural resources, open space and coastal resources, the provision of adequate facilities, including transportation and fair and affordable housing, and the preservation of historic resources, there is hereby established the Nantucket Regional Planning Commission.

(b) The commission shall consist of: 5 members, elected for rotating 3-year terms at the annual town election; and 6 members appointed annually to 1-year terms, 1 of whom is a representative of and appointed by the planning board of the town of Nantucket, 1 of whom is a representative of and appointed by the Nantucket Islands Land Bank Commission, 1 of whom is a representative of and appointed by the Nantucket Historical Commission, 1 of whom is a representative of and appointed by the Nantucket Housing Authority, 1 of whom is a representative of and appointed by the county commissioners of Nantucket county and 1 of whom is a representative of and appointed by the conservation commission of the town of Nantucket.

Any vacancy in the elected members shall be filled by a majority vote of the commission until the next regular town election, at which a new member shall be elected to serve the remainder of the vacated term, if any.

In no case shall any of the elected members or appointed members serve on the commission for more than 9 consecutive years ~~in total~~; provided, however, that this section shall not prevent members from serving on other elected or appointed public bodies at any time.

SECTION 2. Section 2 of said chapter 561, as so amended, is hereby further amended by adding the following paragraph:

The commission shall produce and make available for the annual town meeting a written report of its activities, annually.

SECTION 3. (a) At the first annual town election held after the effective date of this act, the voters of the town shall elect 1 member of the Nantucket Regional Planning Commission for a term of 1 year and 1 member for a term of 2 years; provided, however, that if 3 seats are to be filled at said election, the voters shall also elect 1 member for a term of 3 years. All subsequently elected members shall be elected to rotating 3-year terms pursuant to subsection (b) of section 1 of chapter 561 of the acts of 1973, as inserted by section 1.

(b) Following the first annual town election held after the effective date of this act, the terms of members previously appointed to the commission by their respective boards

and commissions shall terminate and appointments shall be made pursuant to subsection (b) of section 1 of chapter 561 of the acts of 1973, as inserted by section 1

(c) Following the effective date of this act, members previously appointed at-large by the commission shall continue to serve in such capacity until the date their successor is qualified at the regular annual town election held in the calendar year in which their appointed term ends. At such election, the previously appointed at-large member of the commission shall be replaced with an elected member pursuant to subsection (b) of section 1 of chapter 561 of the acts of 1973. At no time shall the sum of elected members and previously appointed at-large members on the commission exceed 5 in total. In all such cases, previously appointed at-large members shall serve until successor elected members are elected and qualified.

~~SECTION 4. Years served prior to the effective date of this act shall not count towards the term limit established under the third paragraph of subsection (b) of section 1 of chapter 561 of the acts of 1973, as inserted by section 1.~~

SECTION ~~5~~ 4. This act shall take effect upon its passage.

Or otherwise act thereon.

(Hillary Hedges Rayport, et al)

ARTICLE
(Real Estate Acquisition: 81 Washington Street Building)

To see if the town will vote to direct the select board to pursue the purchase of the building located at 81 Washington (known as the Saltmarsh Senior Center) owned by the Nantucket Center for Elder Affairs, inc. ("NCEA") for the sum of $1.00 with the proviso that the building shall be used for the exclusive use of a senior citizen center and related activities until such time as the Town of Nantucket shall build a dedicated senior center at another location; or to take any other action relevant thereto.

(John H. Copenhaver, et al)

DRAFT

****

Hereof fail not and make due return of this Warrant with your doings thereon to the Town Clerk at the time and place of meeting and election aforesaid.

Given under our hands this 26th day of June in the year Two Thousand Twenty-four.

_____
Brooke Mohr, Chair

_____
Matthew G. Fee, Vice Chair

_____
Thomas Dixon

_____
Dawn Hill Holdgate

_____
Malcolm MacNab

SELECT BOARD OF NANTUCKET, MA

Pursuant to Chapter 39, section 10 of the General Laws of the Commonwealth and the Warrant adopted June 26, 2024, I have notified and warned the inhabitants of the Town of Nantucket qualified to vote in Town affairs to appear at the times and place and for the purposes within mentioned by posting said notification on _____ at the Stop & Shop on Pleasant Street, the Town and County Building at 16 Broad Street; and upon the Bulletin Boards at the corner of Main and Federal Streets, and Siasconset Square.

Sworn to under pains and penalties of perjury,

_____
Constable

DRAFT