

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

C. Elizabeth Gibson
Town & County Manager

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

YOU TUBE LINK FOR VIEWING ONLY:
<https://youtube.com/live/iR67HhKEIOs>

ZOOM WEBINAR REGISTRATION LINK TO VIRTUALLY ATTEND MEETING:
https://us06web.zoom.us/webinar/register/WN_-OXjeXBhReOxD8hlyjT9A

I. CALL TO ORDER

II. SELECT BOARD ACCEPTANCE OF AGENDA

III. ANNOUNCEMENTS

1. The Select Board Meeting is Being Audio/Video Recorded.
2. Announce Applications Received for 2024 Committee Vacancies - Round 2:
Capital Program Committee; Council for Human Services; Council on Aging;
Cultural Council; Nantucket Historical Commission; Real Estate Assessment
Committee; Town of Nantucket Scholarship Committee.
3. Conservation Commission Vacancy: Applications Due August 16, 2024 at Noon;
Appointments on September 25, 2024 per Select Board Committee Appointment
Process.
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. No Select Board Meeting on Wednesday, July 31, 2024 (5th Wednesday).

6. Select Board Announcements/Comments.

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

1. Follow-up on Public Comment from June 25, 2024 Joint Select Board - Board of Health Meeting Regarding PFAS (Per- And Polyfluoroalkyl Substances).

V. PUBLIC COMMENT*

VI. NEW BUSINESS*

VII. APPROVAL OF MINUTES, WARRANTS AND PENDING CONTRACTS

1. Approval of Minutes of July 17, 2024 at 5:30 PM.
2. Approval of Payroll Warrants for July 21, 2024.
3. Approval of Treasury Warrants for July 24, 2024.
4. Approval of Pending Contracts for July 24, 2024 - as Set Forth on the Spreadsheet Identified as Exhibit 1, Which Exhibit is Incorporated Herein by Reference.

VIII. CITIZEN/DEPARTMENTAL/COMMITTEE REQUESTS/REPORTS

1. Resignation Acceptance: Conservation Commission.

IX. REAL ESTATE MATTERS

1. Request for Approval and Execution of Purchase and Sale Agreement, Quitclaim Deed and Settlement Statement of Town-owned Yard Sale Parcel Known as Parcel T-1, Masquetuck Street as Shown on Plan of Land Entitled "Being a Subdivision of Masquetuck Street as Shown on L. C. Plan 40795-A, Plan of Land in Nantucket, Massachusetts," Dated May 9, 2011, Revised June 24, 2019, Prepared by Nantucket Surveyors, LLC and Recorded with Registry District of the Land Court as Land Court Plan No. 40795-B, Pursuant to Vote on Article 108 of 2008 Annual Town Meeting.

X. PUBLIC HEARINGS

1. Nantucket Sewer Commission: Public Hearing to Consider Amendments to Nantucket Town Sewer District Pursuant to Section 10 of the Nantucket Sewer Act Regarding Articles 13, 14 and 15 of the September 17, 2024 Special Town Meeting (Continued from July 17, 2024).

XI. TOWN MANAGER'S REPORT

1. Follow-up on Vineyard Wind I Blade Failure and Clean Up Status.

XII. SELECT BOARD'S REPORTS/COMMENT

1. 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

2024 Committee Vacancy Applicants – Round 2

Capital Program Committee

1 Seat Available; 2 Applicants

1 Seat Term Ends 2027

Current Committee Members:

Stephen Welch (At-Large)	2025
Christy Kickham (At-Large)	2026
Howard Matz (At-Large)	2026
VACANT (At-Large)	2027
Dawn Holdgate (SB Rep)	2025
Jill Vieth (Fin Com Rep)	2025
Barry Rector (NP&EDC Rep)	2024

Applicants:

Peter T. Kaizer – incumbent
Joseph W. Plandowski – new applicant

Council for Human Services

1 Seat Available; 0 Applicants

1 Seat Term Ends 2027

Current Committee Members:

Suzanne Keating	2025
Amanda Wright	2025
Tara Restieri	2025
Sarah Wright	2026
Claudia Valle	2026
Kelly Steffen	2026
Sue Mynttinen	2027
Veronica Bolcik	2027
VACANT	2027

Applicants:

None

Council on Aging

2 Seats Available; 1 Applicant

1 Seat Term Ends 2026

1 Seat Term Ends 2027

Current Committee Members:

Robert M. Kucharavy	2025
Erin Lynch	2025
Abigail (Abby) Camp	2025
Mary Anne Easley	2026
Rocky Fox	2026
VACANT	2026
Linda Williams	2027
Lisa Sherburne	2027
VACANT	2027

Applicants:

Arlene O'Reilly – incumbent

2024 Committee Vacancy Applicants – Round 2

Cultural Council ^

2 Seats Available; 1 Applicant

1 Seat Term Ends 2026

1 Seat Term Ends 2027

Current Committee Members:

Sarah C. Ellis (Term 1)	2025
Bethany Oliver (Term 1)	2025
Barbara Tibbitts (Term 1)	2025
Michael Kopko (Term 2)	2026
VACANT	2026
Tony Wagner (Term 1)	2027
VACANT	2027

Applicants:

Jack Bulger – new applicant

^ 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.”

Nantucket Historical Commission

2 Seats Available; 3 Applicants

2 Seats Terms End 2027

Current Committee Members:

Abby De Molina	2025
Clement Durkes	2025
Rita Carr	2026
George Butterworth	2026
Angus MacLeod	2027
VACANT	2027
VACANT	2027

Applicants:

Linda Williams – new applicant

Diane Coombs – new applicant

Sarah Noelle McLane – new applicant

Real Estate Assessment Committee

2 Seats Available; 1 Applicant

1 Seat Term Ends 2026 (Real Estate Professional)

1 Seat Term Ends 2027 (At-Large)

Current committee Members:

Lee W. Saperstein (Local Resident At-Large)	2025
Nathaniel Lowell (Real Estate Professional)	2026
VACANT (Real Estate Professional)	2026
John B. Brescher, Esq. (Real Estate Professional)	2027
VACANT (Local Resident At-Large)	2027

Applicants:

Thomas Barada – incumbent

2024 Committee Vacancy Applicants – Round 2

Scholarship Committee

3 Seats Available; 2 Applicants

3 Seats Terms End 2027

Current Committee Members:

Rebecca Woodley-Oliver	2025
Jeanne Miller	2025
Jana Starr Duarte	2026
Rocky Fox	2026
VACANT	2027
VACANT	2027
VACANT	2027
Beth Hallett (School Superintendent)	

Applicants:

Jacqueline McGrady – new applicant
Anne E. Broadus – new applicant



**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: Peter T. Kaizer

Home Phone: 508-560-8625

Mailing

Address: 18 Toms Way, Nantucket, MA

Work Phone: 508-560-8625

Email Address: PTKaizer@Gmail.com

Date Submitted: 7/3/24

REQUESTING RE-APPOINTMENT TO: Capital Program 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?

Have been a member of CapCom for three consecutive terms with very good attendance and accountability. The board has quite a bit of turnover from representative members, so I feel as though it's important to have some continuity to offset.

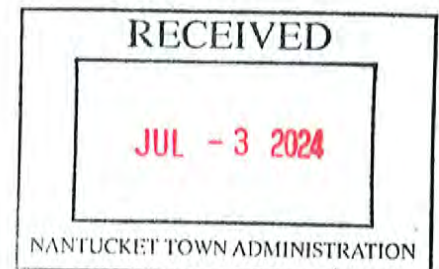
Relevant Experience

- 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?

History on the board. Professional experience locally in real estate and banking. Was born and raised on the island which is less common than it use to be.

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? None



Endorsed by the Select Board April 26, 2006.



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

RECEIVED

JUL 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: Joseph W. Plandowski

Home Phone: _____

Mailing

Address: 10 Thistle Way, Nantucket

Alternate Phone: cell 847-840-3077

Email Address: jwpmail@gmail.com

Date Submitted: July 18, 2024

REQUESTING APPOINTMENT TO: CAPITAL PROGRAM 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?
 - No to attendance, but follow its Agenda
 - Understand the time commitment involved
 - ConCom Commissioner and Member of Cannabis Advisory Committee
 - Goal is to apply common sense to decisions affecting Nantucket taxpayers

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?
 - Over 40 years managing, owning and co-owning several different businesses
 - Experience as a Member of ConCom and Cannabis Advisory Committee
 - Mechanical Engineering and MBA degrees from State University of New York
 - Previously licensed as a Professional Engineer in New York State
 - Former Director of Acquisitions – over 50 acquisitions closed
 - A year-round Nantucket resident

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.
 - Member of the Town's Cannabis Advisory Committee
 - Member of the Town's Conservation Commission
- 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

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: Arlene O'Reilly Home Phone: _____
Mailing Address: 43 Miscomet Ave. Work Phone: 508 325-7163
Email Address: _____ Date Submitted: 4/6/24
REQUESTING RE-APPOINTMENT TO: COUNCIL on Aging

Reasons for Committee Interest

- What has been your level of attendance at committee/board/commission meetings? — 100%
- Why do you want to continue serving on the committee/board/commission? —
I am deeply invested in helping, advocating + understanding the needs of our Senior 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?

I keep the minutes of the meetings & often refer back to previous meetings when needed for the Council to stay informed - accurately.
I help the Council w/ my professional skills in communication + technology.

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.
The NCEA is my client. — Friends of our Island Home are a board member.
- 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

JUN - 6 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: Jack Bulger

Home Phone: 508 221 0829

Mailing Address: P.O. Box 436 Siasconset 02564

Alternate Phone: _____

Email Address: ed@jack.gu@yahoo.com

Date Submitted: 6/10/24

REQUESTING APPOINTMENT TO: Cultural Council

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?

Have viewed several meetings on Town YouTube site

Interested in "giving back" to Town, interested in areas this council serves

Yes

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?

Active in the arts (theatre, film, vocal performing, etc)

Broaden access to the arts here.

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.

0

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

0

RECEIVED

JUN 10 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.

RECEIVED

JUL - 3 2024

NANTUCKET TOWN ADMINISTRATION

Name: Linda Williams

Home Phone: 508-228-4556

Address: PO Box 1446, Nantucket, MA 02554

Alternate Phone: 508-221-0432

Email Address: czarinalinda@comcast.net

Date Submitted: 07/01/2024

REQUESTING APPOINTMENT TO: Nantucket Historical Commission

Reasons for Committee Interest

- Have you ever attended a meeting of the committee/board/commission? Yes by zoom
- Why are you interested in this committee/board/commission? Have been interested in historic preservation for decades. Many of the matters I dealt with as a member/staff member of the Zoning Board of Appeals, the Historic District Commission and Planning Board involved preservation issues in some form. In addition to my life-long love of the Island. I am a policy/rules/regulations "wonk". There are very few, if any, parts of the island as well as history that, after 68 years here, I have not some familiarity with.
- Are you prepared to commit to the meeting schedule of the committee/board/commission? Yes

Relevant Experience

- What experience, skills or insight would you bring to the committee/board/commission?
An experienced perspective, see attached. In addition, I have a deep understanding of the role the HDC and the Historical Commission must play on Nantucket and the distinction between the two entities that may be getting blurred lately. Almost 20 years on the HDC and in my private practice as a land use consultant appearing before the HDC every week, I am well versed in historic preservation matters. I also work closely with Holly Backus, the Town's Historic Preservationist, when working on a history of a structure. Her contribution to the HDC is invaluable.
- What would you hope to accomplish on the committee/board/commission?
A fair consideration of preservation matters and appropriate behavior and involvement in matters within the Commission's jurisdiction without personal bias or pre-prejudice using my extensive experience in the arena. In addition, I do not bring any hidden agenda to the deliberations nor am I a member of any advocacy group that would impact any decision I would make. I am a stickler for open meeting law and ethics adherence. I understand the Commission's mission is to work within the state mandated rules and regs and render support for preservation efforts in a fair and reasoned manner. I have a great capacity for, and history in, applying applicable laws from 25 years at the ZBA and 10 at the Planning Board. The HDC has a bit more room for interpretation. For this board I would offer another objective voice, firmly anchored in and guided by the language of the applicable laws, not the emotion surrounding a given issue.

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

Name: Linda Finney Williams

Children: Aryn (45), Smith College/Masters in Environmental Law Policy/Doctorate in Environmental Science, Adelaide, Australia; Colin (37) former US Marine, formerly stationed in Afghanistan, married with four children; Evan (26) graduated from Nantucket High School; had five foster children, three continue to be family members.

Years on Nantucket: 50 year-round, 18 years summers prior to that

Education: Six years girl's prep school, Memphis, TN and Montclair, NJ; One year at Connecticut College; some extension courses in early childhood development, bookkeeping, law.

Languages: Working knowledge of Spanish, can read to some extent French, Portuguese, Italian, German.

Recent Work Experience: Former Town of Nantucket Zoning Board of Appeals Administrator/staff member 1983-2007 (retired); Office administrator/ad support for *Nantucket Independent* newspaper 2009-2010 and reporter for 21 years of features and sports articles; independent land use/permit consulting business 2007-present.

Current Volunteer Experience:

Nantucket Housing Authority (elected); Community Preservation Committee vice-chairman; Conservation Commission; Chairman of the Harbor Update Committee, event organizer for the Annual Beach Volleyball Day tournament (now in 35th year) to benefit Nantucket Food Pantry; Council on Aging; Contract Review Committee; various volunteer activities, Nantucket Comedy Fest, House Manager, etc.

Past Volunteer Experience:

Planning Board Member-chair (elected); Affordable Housing Trust Fund; Nantucket Planning & Economic Development Commission; Historic District Commission - chair (elected); chairman of Surfside Area Planning Committee; chairman Naushop Crossing Area Plan Workgroup; chairman of Brant Point Area Plan Workgroup; Building Committee – new elementary school and addition to middle school; Bicycle and Pedestrian Advisory Committee; Nantucket Big Brothers Big Sisters (president); EMT with Nantucket Fire Department; volunteer for Nantucket AIDS Network/AIDS buddy; Hospice volunteer; A Safe Place volunteer/facilitator/safe house/hotline; Executive Board, coach and certified umpire for Nantucket Little League/public schools; volunteer and coach for Nantucket Boys and Girls Club basketball and their annual fund raising events; certified coach/soccer referee/Recreation Director for the Nantucket Student Soccer Association as well as Executive Board Member; 32-year volunteer in the Nantucket Public School system; Sherburne Commons Board of Directors (assisted/independent living complex); Downtown Partnership Executive Board; Board Member Habitat for Humanity; secretary for Nantucket Restaurant Association and Nantucket Lodging Association; advisory member Nantucket Human Services Center project; Special Services coordinator for Circus Flora to benefit the Atheneum, Boston Pops on Nantucket, Nantucket Air Show; general volunteer staff of Nantucket AIDS Benefit, Nantucket Comedy Festival, Nantucket Triathlon, Nantucket Boys and Girls Club Event Under the Tent, Nantucket Demolition Derby, A Safe Place, Holidays for Heroes; Board of Directors Sherburne Commons.

Zoning Board of Appeals member 16 years (past chairman/vice-chairman); Council on Human Services; Contract Review Committee; Town Scholarship Committee (past chairman); Commission on Disability (past chairman); High School/Middle School/Elementary School Councils; School Budget Advisory Committee; Nantucket High School Drug Task Force; Traffic Safety Committee; Beach Management Committee; Capital Improvements Committee/Capital Program Committee; Nantucket Arts Lottery Committee; Surfside Area Plan Work Group; Tom Nevers Area Plan Work Group; Visitors Services Committee; Harbor Plan Work Group; Comprehensive Plan Steering Committee (elected); Nantucket Charter Commission (elected); Board of Directors for Nantucket Human Services Center; Nantucket Regional Transportation Consumer Advisory Committee (appointed, chairman); Government Study Committee; Madaket Advisory Committee;



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

RECEIVED

JUL 22 2024

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: DANE COOMBS

Cell Home Phone: 617-803-8382

Mailing Address: 44 UNION ST

Alternate Phone: _____

Email Address: d.woodgett44@gmail.com Date Submitted: 7/20/2024

REQUESTING APPOINTMENT TO: Nantucket Historic 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 many meetings for the Nantucket Historic Commission. I am interested in this commission because it is involved in the health of the Island. I have lived here for 55 years and have been on more boards & commissions and study groups. I am certainly ready to commit to the meeting schedule for the commission. The issue that I have been involved with Town Government long enough that this application is very

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?

Important to me this Island is very important to me and follows my duties as the town. I have been on the BOS, this gives you great experience in the health of the town. I was on the DC for 20 yrs, pretty good insight to the needs of the town. I know how to look at new ideas and deal with them with understanding of both historic & modern. That is important to be able to make both sides of the issue with fairness to all. I can't do the island, that is what I would like to accomplish. We have a problem that has no answers so far.

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 have been on too many groups over the years to mention - but no non profit organizations.
- Are you or any member of your family employed by, or receive any financial consideration from, the Town of Nantucket? my grandson works for the DPW - Peter McCall.



TOWN OF NANTUCKET
COMMITTEE INTEREST FORM/NEW APPLICANT

For Appointment by the Select Board

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JUL 22 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: Samuel Noelbe Munn

Cell Home Phone: 917-612-4235

Mailing P.O. Box 1580

Address: Nantucket, MA 02554

Alternate Phone: _____

Email Address: smunclane@gmail.com

Date Submitted: July 22, 2024

REQUESTING APPOINTMENT TO: Nantucket Historical Commission

Reasons for Committee Interest

- Have you ever attended a meeting of the committee/board/commission? yes
- 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 passionate about preserving the fabric of our past. Without thoughtful stewardship, I feel "progress" may undermine the character of our rich history here on the 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?

Currently hands-on preservation/restoration/rehabilitation of 1780's residential structure in town (5yr project)
10 years past board member Stowe Historical Preservation Commission (Stowe, VT)
6 yr. Board Chair
To use my experience to help the Town stakeholders accomplish their goals in preserving our heritage.

Potential Conflicts of Interest

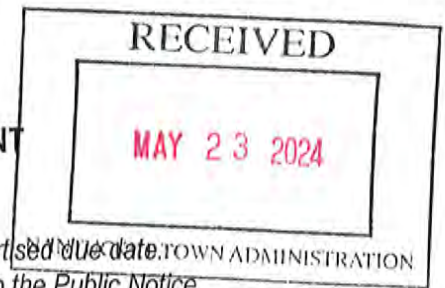
- Please list any committees appointed by the Select Board, local agencies or non-profit organizations of which you or a member of your immediate family are current members. None
- Are you or any member of your family employed by, or receive any financial consideration from, the Town of Nantucket? no

Thank you for your consideration,

Samuel Munn



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.

508-901-1626

Name: Thomas Barada **Home Phone:** _____

Mailing Address: P.O. box 1077, 02554 **Alternate Phone:** _____

Email Address: baradaservices@comcast.net **Date Submitted:** 5/16/24

REQUESTING APPOINTMENT TO: REAC

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?

*Founding Committee member,

* Interested in getting property onto the tax rolls while having applicants pay full costs to acquire and not put it on the town to pay all costs for little return of the tax earned

* have been to over 95% of meeting since being formed

Relevant Experience

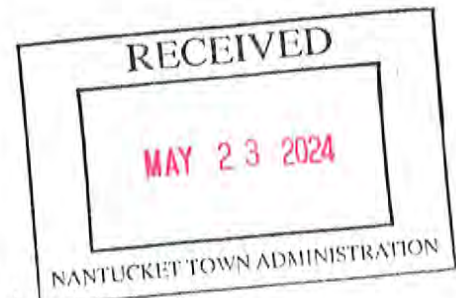
- What experience, skills or insight would you bring to the committee/board/commission?
 - What would you hope to accomplish on the committee/board/commission?
- * was a catalyst to form this board to get the return for the town and oversight to not allow loss of access that has been utilized for years
- * With the assistance of the town to get a full accounting of years pasts cost for staff and town lawyers for various parcel sales and determine if the cost per sq foot need s to be substantial adjusted to meet current market and labor costs

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?



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: Jacqueline McGrady Home Phone: 508-228-1891

Mailing Address: 44 A Somerset Lane Alternate Phone: N/A

Email Address: mcgradyja@comcast.net Date Submitted: 5/14/24

REQUESTING APPOINTMENT TO: Scholarship 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 not attended a meeting of the committee. I did not know the meetings were open to the public. I am very interested in the health and welfare of Nantucket's young people and have particular interest in higher education. I am fully prepared to commit to the 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 recently guided two Nantucket High School graduates through the Scholarship process with successful results. I also have personal experience in successful scholarship applications. I have years of experience in professional writing and editing. I hope to assist the committee in making good recommendations.

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 not aware of any potential conflicts

- Are you or any member of your family employed by, or receive any financial consideration from, the Town of Nantucket? My father is a court officer.

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

Name: Anne E. Broadus

Home Phone: 410-800-8499

Mailing Address: 12 Milk Street, Nantucket, MA 02554

Email Address: annebroadus16@gmail.com

Date Submitted: 7/11/24

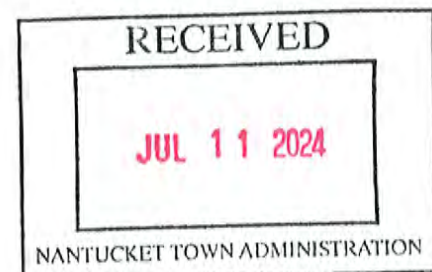
REQUESTING APPOINTMENT TO: Scholarship Committee

Reasons for Committee Interest

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

My husband and I moved here full time last year (June 2023) after spending 25 summers on the island as a family (longer for my husband who grew up coming here with his parents). In addition to my ongoing work as an educator, I am interested in continuing to become more involved in the greater Nantucket community.

As a professional educator, I have dedicated my life to supporting students and their families. This support can take many different forms and I see serving on this committee as one way to do that. I am so glad that the Town of Nantucket has funds set aside for residents who hope to continue their education past the high school level as I am well aware of the rising costs of school tuitions. These scholarships are serving a critical need in our community as we must do all that we can to encourage, support, and assist our graduating high school seniors, as well as adults hoping to return to the classroom, as they continue to pursue an education. Whether the recipient returns to Nantucket or finds a home elsewhere, the gift of education that a scholarship provides will have a ripple effect as that one person uses his/her skill and knowledge to contribute to his/her community. Scholarships such as these are an investment in the future and I am excited at the prospect of being a part of this process.



Relevant Experience

- **What experience, skills or insights would you bring to the committee?**
- **What would you hope to accomplish on the committee?**

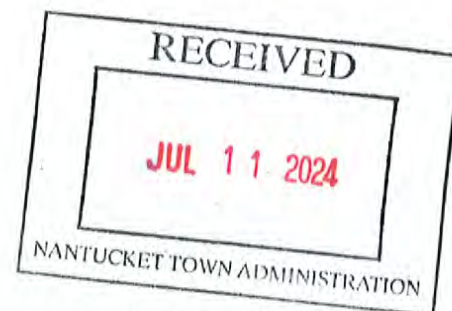
I have worked as an elementary school teacher and administrator for the past 29 years. The majority of my career was spent at The Bryn Mawr School in Baltimore, MD; currently I am the Head of Lower School at Nantucket New School. (Resume attached.)

I have had the pleasure of watching hundreds of children grow into the amazing adults they have become, each with different strengths, challenges, interests, and paths. I think it is important to consider the whole person as some of the best qualities do not show up on report cards. Qualities such as honesty, resilience, generosity and kindness are harder to quantify than correct answers on a test, but equally, if not more, important. Someone with these intangible qualities, paired with academic success and intellectual curiosity, should be able to continue their education, regardless of their ability to pay tuition. I think my experience in the classroom as well as in the role of administrator will be an asset to this committee. Ultimately, it is my hope to rely on these years of experience with students and their families to be able to assist the committee in choosing the most worthy recipients of the town's scholarship(s).

Potential Conflicts of Interest

- **Please list any committees appointed by the Select Board, local agencies or non-profit organizations of which you are a member or your immediate family are current members.**
 - I serve on the Education Committee of the NHA.
 - My husband and I are members of St. Paul's Church.
 - I work at Nantucket New School.
 - My husband sits on the Nantucket Cottage Hospital Advisory Board.
- **Are you or any member of your family employed by, or receive financial consideration from, the Town of Nantucket?** No

Anne Eggleston Broadus
12 Milk Street
Nantucket, MA 02554
annebroadus16@gmail.com
(410) 800-8499



Work Experience

- | | | |
|----------------|--|----------------------|
| | Nantucket New School | Nantucket, MA |
| 2024 - present | <i>Head of Lower School</i> - oversee all aspects of daily running of the division; foster relationships with teachers, families and students and support the academic, social, and emotional needs of students; work with teachers to manage curriculum changes/updates, using a DEIB lens; cover classes as needed; teach one section of math. | |
| 2023 - 2024 | <i>Lower School Director of Teaching and Learning</i> - supported teachers and students in all aspects of learning; worked with faculty to create curriculum maps including overview of K-8 curriculum; taught math; covered classes as needed. | |
| | The Bryn Mawr School | Baltimore, MD |
| 2013 - 2023 | <i>Lower School Assistant Director</i> - assisted Lower School Director with the daily running of the division and stepped in for Director in Director's absence. Served as Interim Lower School Director May/June 2023. | |
| 2021 - 2022 | <i>Mentor to Dorothy Clayborne Aspiring Teachers of Color Fellow</i> - mentored a first year teacher through all aspects of being a 4th grade homeroom teacher. | |
| 2010 - 2013 | <i>Math teacher</i> - taught 2 nd , 3 rd , 4 th , and/or 5 th grade math. | |
| 2008 - 2010 | <i>5th grade homeroom teacher</i> - taught history, science, math and writers' workshop; advised 5 th graders; communicated with parents; served as faculty advisor to Lower School Student Council. | |
| 2005-2008 | <i>Math Coordinator, 4th & 5th grades</i> - coordinated math program for 4 th and 5 th grades, taught 4 th grade math, 5 th grade math and science. | |
| 2001- 2005 | <i>5th grade math and science teacher/special projects</i> -taught 5 th grade math, science and Discover! (an optional seminar offered for 5 th graders twice a week to enrich the regular curriculum). Other duties included faculty editor of the Lower School magazine, faculty advisor to Lower School Student Council, service learning coordinator. | |
| 1995 - 2001 | <i>3rd and 5th grade homeroom teacher</i> - taught language arts, social studies, science and math. Created an American History curriculum with co-teachers implemented in 1999-2000. Member of the Lower School Teaching and Learning Committee. | |
| | Chicago Children's Museum | Chicago, IL |
| 1992 - 1995 | <i>Development/Special Projects Assistant to the Director</i> - assisted in all aspects of a \$14.5 million capital campaign to support a large-scale museum expansion. Coordinated special projects including annual report, campaign brochure and video production. Served as liaison to the museum's Board of Directors and provided administrative support to the Executive Director. | |

Education

- | | | |
|-------------|---|----------------------|
| | Goucher College | Baltimore, MD |
| 1996 - 1999 | Masters in Arts of Teaching, Elementary Education (K-8) | |
| | Northwestern University | Evanston, IL |
| 1988 - 1992 | Bachelor of Science, Interdisciplinary Studies | |
| 1976 - 1988 | The Bryn Mawr School | Baltimore, MD |

Selected Activities/Awards

2013 - 2023	Eudowood Board Non-profit organization operating exclusively for humanitarian, scientific, and charitable purposes by making contributions to Johns Hopkins University and Johns Hopkins Hospital. Served as Secretary and Chair of the Bauernschmidt Committee.	Baltimore, MD
2019, 2020	Courageous Conversations Participated in two part workshop specifically designed for educators focused on engaging in, sustaining and deepening interracial dialogue.	Baltimore, MD
2017	Responsive Classrooms Leadership Conference Attended two day conference designed specifically for administrators.	Cambridge, MA
2017	Recipient, Blair D. Stambaugh Award Award given annually to a member of the faculty or staff who has contributed the most to the overall welfare and well-being of the Bryn Mawr School community.	Baltimore, MD
2013	Recipient, Distinguished Alumna Award Awarded annually to an alumna of The Bryn Mawr School.	Baltimore, MD
2005 - 2007	The Bryn Mawr School Member of the Buildings and Grounds Committee of the Board of Directors.	Baltimore, MD
2004	Recipient, Ella S. Colhoun & Elizabeth A. Reynolds Fund Award recognizing teachers who make significant contributions to the Bryn Mawr School outside the classroom, recognizing a quality that typifies independent school teaching at its best: a dedication to young people as whole human beings beyond the limited scope and measurements of classroom performance.	Baltimore, MD
1997 - 1999	AIMS Advisory Committee Member of 25 person committee responsible for speaker selection, coordination, and evaluation of the Association of Independent Maryland Schools annual conference.	Baltimore, MD

Select Board
Conservation Commission Vacancy Appointment Timeline
As of 7/18/2024

July 18 - Advertise Conservation Commission vacancy on Town's website

July 24 and August 7 - Conservation Commission vacancy to be added to Select Board agendas as announcement

July 25, August 1 and August 8 - Advertise Conservation Commission vacancy in the Inky

August 16 at 12:00 PM - Deadline for submitting applications for Conservation Commission vacancy

August 21 and September 11 - The names of applicants who have submitted applications will be read aloud and applications will be included in the Board's packet.

September 25 - Select Board meeting for applicants to introduce themselves and review their applications, and the appointment will be made.



June 25, 2024 - Joint Select Board/Board of Health Meeting

Response to Comments

On June 25, 2024 a joint meeting between the Town of Nantucket Select Board and Board of Health was held to provide updates on PFAS related issues and projects in Town.

The below summarizes responses to comments made on specific questions asked during the meeting.

1. Why are we focusing on foam fractionation (as a treatment technology)? Are there other technologies we should be looking at?

Foam fractionation has been proven at scale in various applications to remove PFAS and concentrate it to smaller volumes that can be more cost effectively managed.

Foam fractionation is a treatment technology used to separate PFAS from a contaminated liquid and concentrate it to a small volume that can be cost effectively disposed-of or destroyed. The Town is voluntarily investigating the applicability of this technology on known source of PFAS to the environment. Based on preliminary sampling result of the landfill leachate and other media, it was determined that the leachate was a good candidate for treatment with foam fractionation. In Q4 of 2023 and Q1 of 2024, bench scale testing of the leachate was completed and foam fractionation proved to be successful. Other technologies exist that are able to treat PFAS but based on the PFAS found in the initial sampling result, foam fractionation was the most applicable. The next step will be to pilot foam fractionation at a larger scale to better understand the performance and long-term implications of implementing this technology at the landfill or Surfside wastewater treatment plant.

2. How does the Town's handling protocols address handling of contaminated soil, and why isn't the airport following this procedure?

The Town's handling protocols were developed specifically for Town performed work on Town projects, when working in areas of suspected PFAS contamination. The Town's protocols were developed to provide guidance on soil handling, transportation and disposal requirements consistent with the Massachusetts Contingency Plan (MCP) and related Massachusetts Department of Environmental Protection (MassDEP) guidance. The protocols also include health and safety and personal protective equipment (PPE) considerations for Town employees doing utility work in such areas.

Handling of soil at the Airport is a different matter. The Airport site is an actual designated MCP site (Release Tracking Number, RTN, 4-28219), based on the presence of PFAS above applicable MCP criteria. MassDEP issued the Airport a Notice of Responsibility in April 2020. That work is being conducted under the MCP and its associated regulations (310 CMR 40.000), under the supervision of a Licensed Site Professional (LSP). The requirements of the MCP are robust, and proper handling of contaminated soil (and contaminated groundwater) are strictly regulated under the MCP. The MCP requires proper handling, temporary storage, and disposal of contaminated media such as soil, and therefore work conducted by the Airport in accordance with the MCP would already be handling contaminated media properly.

3. What are the thresholds for contamination (i.e. standards) and how are they determined?

The MCP regulations have standards, or thresholds for contamination, for both soil and groundwater. The applicable criteria for each depend on the classification of the soil and groundwater, which is determined based on accessibility and potential receptors. For soils, accessibility refers to such items as whether the material is below a paved or unpaved surface depth of the soil below ground surface, and types of receptors (e.g. children, adults). For groundwater, the applicable criteria considers the use (e.g., drinking water) and receptor (e.g. people, surface water) of that groundwater.

MassDEP and US EPA also have drinking water standards, referred to as “Maximum Contaminant Levels (MCLs). These MCLs apply to public water supply (PWS) drinking water sources. There are no state and federal drinking water standards for domestic wells (private drinking water wells), however the Nantucket Board of Health has the authority to set these standards for the community. As a reference, the MCP “GW-1” groundwater standards were developed to be protective of current or future drinking water and therefore applicable for comparison to domestic well sampling results. The MassDEP MCL for PWS wells and the MCP GW-1 for domestic wells is the same, 20 ng/L for PFAS6. Note that new EPA MCLs for PFAS will be incorporated into the Massachusetts regulations.

4. We are focused on a small number of PFAS compounds (just six), but there are thousands. Why not the others and once the six are managed, will we then have to manage more?

PFAS are being managed to the current regulations. There are thousands of different PFAS chemicals, some of which have been more widely used and studied than others.

A total of eight PFAS compounds have a MassDEP and/or EPA criteria. Massachusetts regulates six PFAS compounds; commonly referred to as “PFAS6”, PFOS, PFOA, PFHxS, PFNA, PFHpA, and PFDA. In April 2024 US EPA published Maximum Contaminant Levels (MCL) for several PFAS compounds, which added GenX and PFBS to the list of compounds being regulated. These eight (8) are the currently regulated PFAS compounds in drinking water.

The science and toxicology around PFAS are dynamic; therefore, there is the potential for more PFAS compounds to be regulated in the future if authorities (e.g. MassDEP, US EPA) determine that necessary.

5. Regarding filters for domestic well treatment systems (e.g. point-of-entry-treatment [POET] systems), what are we to do with the filters that are now “hazardous waste”?

This question was asked relative to filters for domestic well treatment systems (e.g. point-of-entry-treatment [POET] systems). Spent filter media is not currently considered a hazardous material, however it may be impacted by PFAS or whatever compounds the filters are intended to remove from the source water. US EPA and MassDEP do not have published guidance on how to manage spent filtration media used for PFAS treatment (e.g. carbon used in a point-of-entry treatment, POET, system). Spent media associated with POET systems may be returned to the POET supplier for reactivation if that service

is offered. The Town is concerned about the proper disposal of treatment system filters. Options and guidance for proper handling and management are being investigated by the Town.

6. BoH did not do a good job rolling out the reg; what do residents do if they have a positive test, to whom do they turn in the town, and what is the answer?

Anyone who samples for PFAS in their private drinking water well and has questions or concerns about their results can contact Nantucket Health & Human Services at 131 Pleasant Street, by phone at 508-228-7200 ext. 7009, or by email at: health@nantucket-ma.gov MassDEP also provides guidance at <https://www.mass.gov/info-details/pfas-in-private-well-drinking-water-supplies-faq> Property owners who have a test result that exceeds the MCL (PFAS6 at or above 20 ppt) are required to follow the regulations in the Massachusetts Contingency Plan (MCP) to provide verbal notice of PFAS6 exceedance to MassDEP Bureau of Waste Site Cleanup within 2 hours (for making a report: 1-888-304-1133) and submittal of written notice to MassDEP within 60 days. Information regarding water treatment devices can be found on Mass.gov at <https://www.mass.gov/info-details/home-water-treatment-devices-point-of-entry-and-point-of-use-drinking-water-treatment>

7. If private wells are contaminated, could the public water supply (PWS) wells be contaminated too?

The Nantucket Water Department's public water supply wells (PWS) are monitored for PFAS quarterly in accordance with current MassDEP requirements. To-date, the Nantucket PWS wells have not exceeded the applicable MassDEP MCLs, with five of the six wells consistently having non-detects. The presence of PFAS in a private well does not mean it will be present in all wells. The aquifer is dynamic based on variations in stratigraphy and flow. The presence of PFAS in some portions of the aquifer does not necessarily mean it is everywhere, as shown by the PWS results, and the non-detects that have occurred in some private wells.

8. What are the Town's plans to close and manage the unlined landfill cell and the Solid Waste Management site on Madaket Road?

At MassDEP's direction, the Town is continuing with PFAS sampling of groundwater in the landfill area which will lead to further investigation. The results of these investigations will help guide the closure process and timing relative to the unlined landfill cells.

9. What is being done to manage the stockpiles of soil from the mined cells that are currently stored onsite at the landfill? Are contaminants running off and contaminating the area?

These will be evaluated as part of the PFAS investigation which will help determine how to handle them relative to the overall closure plan for the unlined landfill.

10. Does BoH have the authority to determine where and how contaminated soil is stored?

The BOH would not regulate where and how contaminated soil is stored. The MCP has provisions to limit where contaminated soil can be temporarily stored (e.g. stockpiled).

11. PFAS-contaminated soil should be removed from the island.

PFAS can be found in soils throughout the world, including for example virgin forests in New Hampshire far away from any historical population center. PFAS is ubiquitous, so removing soil with detectable levels of PFAS is not an option for any community. Instead, we must follow the guidance developed by MassDEP and EPA and through risk assessments determine what level of PFAS constitutes contamination and a risk to human health. When required by MassDEP, PFAS-contaminated soils will be removed from the island for proper disposal at a regulated facility.

In some cases, soils do not necessarily need to be shipped off island to achieve proper disposal. Handling and disposal of contaminated soils are regulated by MassDEP and the Massachusetts Contingency Plan (MCP).

12. Will BoH seek an independent counsel regarding the extent of BoH's authorities/powers, particularly around the airport's management of contaminated soil?

There are no plans, at this time, for the Board of Health to seek independent counsel. The Board of Health has been advised that it has limited regulatory authority but can play an advisory role in regard to the airport's management of contaminated soil.

13. Grants are not scrutinized enough. The Town needs to initiate a process to review grants better, particularly when there are commitments attached; using the \$400K grant the airport received.

Grants are carefully reviewed at the department and Town Administration levels and determined whether the amounts and Town commitments are of value to a project or the Town. The airport, schools and water company are not under Town Administration jurisdiction and apply for and review grants on their own.

14. Requests the Town follows a "R.E.F." format:

Response: centralized PFAS Hotline with "thoughtful" responses to residents;
Education: Better "collaboration" around testing, outreach, data/analysis;
Funding: money for residents to sample wells and manage PFAS.

See #20 below

15. Create a PFAS Info Hotline

See #20 below

- 16. Tom's Way resident who was stuck in a circular pattern: DEP said to contact Public Health; Public Health said "due to potential litigation" it's a DEP matter. Wants better coordination, education and outreach from the Town. Better job supporting residents.**

See #20 below

- 17. Had no idea there were 16 previous public sessions about PFAS.**

See #20 below

- 18. This is all about health. Must be transparent. All data and information should be shared and available.**

See #20 below

- 19. The Town is not the enemy. The state and feds are not forthcoming and providing facts and accurate information so difficult for everyone.**

See #20 below

- 20. General Public Outreach. Several comments were made regarding a need for a centralized hub of information in regard to PFAS.**

The Town has been actively working to understand the sources and extent of PFAS and addressing PFAS issue on Nantucket since it proactively began PFAS related work in 2020. The Notice of Responsibility issued to the Airport in 2020 made no mention of needing to do this work; Town leadership initiated this work independently and without available guidance from MassDEP. As a result, Nantucket is identified as a leader among municipalities in MA regarding PFAS.

The initial town-wide PFAS assessment work has resulted in many PFAS-specific projects that have both proactively advanced PFAS assessment in Town and supported emergent PFAS-related issues and concerns.

- The Town has a PFAS webpage (<https://www.nantucket-ma.gov/1574/PFAS>) that is regularly updated with information. The webpage is currently being evaluated, and the Town anticipates the webpage will be undergoing restructuring to be more user friendly.
- The Town is taking the potential public health implications of PFAS so seriously that the Town created and hired an Environmental Contaminant Administrator. This first-of-its-kind full time position is a full-time position of the Department of Public Health and is dedicated to PFAS. The Administrator is available to the public to answer questions, or seek answers to questions that cannot be immediately addressed.
- Reports and information prepared for the Town regarding PFAS are posted to the Town's website for public access.
- Public meetings via the Select Board, Board of Health, and Airport Commission have covered topic relative to PFAS, and all meetings and agendas are advertised per regulatory

June 25, 2024 - Joint Select Board/Board of Health Meeting
Response to Comments

requirements. The Town is approaching MassDEP for a meeting to increase cross-communication and coordination to benefit residents and the public.

End

EXHIBIT 1
AGREEMENTS TO BE EXECUTED BY TOWN MANAGER
UNLESS RESOLUTION OF DISAPPROVAL BY SELECT BOARD
July 24, 2024

Type of Agreement/Description	Department	With	Amount	Other Information	Source of Funding	Term
Grants						
Grant Award/Assurance	Airport/ Select Board	MassDOT Aeronautics Division	(\$1,914,769.17)	Construct South Apron Expansion (AIP)	Grant from State FY24: \$1,521,000 FY25: \$393,769.17	Jul 24, 2024 - Jun 30, 2025
Grant Award/Assurance	Airport/ Select Board	MassDOT Aeronautics Division	(\$156,854.39)	Construct South Apron Expansion (BIL)	Grant from State FY24: \$150,000 FY25: \$6,854.39	Jun 26, 2024 - Jun 30, 2025
Contractual Services						
Contract Amendment	Finance - Assessor	Vision Government Solutions, Inc.	Add \$3,645.03 to original contract amount of \$144,000 for new contract amount of \$147,645.03	Real property valuation services	Assessor budget - Professional Services	Sep 23, 2020 - Jun 30, 2025
Residential Lease	Housing	Mary-Adair Macaire	\$38,400	36 Pine Street - 1 BR apartment for full-time employees	Housing budget	Sep 1, 2024 - Aug 31, 2025
Professional Services Agreement	Housing	Nantucket Appraisal Company	\$50,000	Real estate appraisal services, including property valuation, market analysis & appraisal reports	Affordable Housing Trust Fund (AHTF) - Professional Services	Aug 1, 2024 - Jul 31, 2025
Professional Services Agreement	IT	LCN Networks	\$22,193.49	Renewal of Email Protection Cloud Archiving Services	IT operations budget - Professional Services	Jul 1, 2024 - Jun 30, 2025

Professional Services Agreement	IT	CivicPlus	\$11,904.68	Renewal of CivicPlus for maintenance & licensing for Town website & related software	IT operations budget - Professional Services	Jul 1, 2024 - Jun 30, 2025
Professional Services Agreement	IT	Applied Geographics	\$4,875	Renewal of MapGeo Web mapping software to view, perform analysis & generate maps using existing GIS data	IT operations budget - Professional Services	Jul 1, 2024 - Jun 30, 2025
Professional Services Agreement	IT	Tyler Technologies, Inc.	\$40,742.86	Renewal of EnerGov for e-permitting & licensing services	IT operations budget - Professional Services	Jul 1, 2024 - Jun 30, 2025
Professional Services Agreement	IT	Tyler Technologies, Inc.	\$211,038.44	Renewal of MUNIS for finances, payroll, HR & purchasing	IT operations budget - Professional Services	Jul 1, 2024 - Jun 30, 2025
Professional Services Agreement	Natural Resources	UMass-Dartmouth	\$156,345.31	Nutrient water quality monitoring of estuaries and salt pond systems	Article 10 2023 ATM	Aug 1, 2024 - Jun 30, 2025
Purchase Agreement	Natural Resources	Booth Medical Equipment Co., Inc.	\$11,783	Purchase/replacement of autoclave to sterilize equipment at Brant Point Hatchery	Shellfish Propagation Fund - Professional Services	Jul 1, 2024 - Dec 31, 2024
Residential Lease	Our Island Home	Richmond Meadows Two, LLC	\$47,400	Rental of 49 Beach Grass Road, Unit 1A - 2 BR apartment for full-time and/or contract employees	OIH budget	Aug 1, 2024 - Jul 31, 2025
Contract Amendment	PLUS	Weston & Sampson Engineers, Inc.	Add \$38,500 to original contract amount of \$115,000 for new contract amount of \$153,500	Increase term, scope & price for updating Nantucket Build-Out Study	DLTA Account Smart Grow - Professional Services	Jul 1, 2021 - Jun 30, 2025
Contract Amendment	Town Administration/Select Board for Town Council Study Committee	University of Massachusetts, Boston/Edward J. Collins, Jr. Center for Public Management	Add \$14,000 to original contract amount of \$20,000 for new contract amount of \$34,000	Increase scope & price for consulting assistance for Town Council Study Committee	Town Administration - Professional Services	Jun 1, 2024 - Dec 31, 2024

Professional Services Agreement	Town Administration	Nantucket Community Television	\$35,000	Annual contract for additional remote & hybrid public meeting support services	Town Administration budget - Professional Services	Jul 1, 2024 - Jun 30, 2025
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Maura Healey, Governor
Kimberley Driscoll, Lieutenant Governor
Monica Tibbitts-Nutt, Secretary & CEO
Jeffrey DeCarlo, Administrator



NOTICE OF AWARD

June 17, 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:	06/17/2024
Project Name:	Construct South Apron Expansion (AIP)
Project Number:	AIP-No-3-25-0033-085-2023
MMARS Number:	76F33852023ACKAPRAIP
	\$1,914,769.17, scheduled as:
Grant Amount:	- State Fiscal Year 2024: \$1,521,000.00 - State Fiscal Year 2025: \$393,769.17
Grant Expiration Date:	06/30/2025

The state share of the project involves 5% of the FAA eligible cost of the project and 100% of the ASMP eligible cost of the project. Standard Contracts will be sent via email at a later date.

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 18, 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 Tibbitts-Nutt, Secretary & CEO
Jeffrey DeCarlo, Administrator



GRANT ASSURANCES

Nantucket Memorial Airport

Construct South Apron Expansion (AIP)

Project Number: AIP No. 3-25-0033-085-2023

MMARS Number: 77F33852023ACKAPRAIP

Project Authorization Date: 06/17/2024

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.

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 H(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.

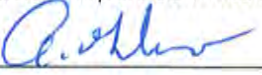
Q. Future Grants.

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: <u></u> Title: Chair Date: <u>7/9/24</u>	I hereby certify that <u>Arthur Gasbarro</u> 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 <u>7/9/24</u>, a copy of which is attached and made a part hereof. <u>Mayana Stoykova-Nelson</u> 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



Maura Healey, Governor
Kimberley Driscoll, Lieutenant Governor
Gina Flandaca, Secretary & CEO
Jeffrey DeCarlo, Administrator



Application for Assistance

MassDOT Aeronautics Division Form AD1 (Last Modified: January 17, 2023)

1. DATE SUBMITTED	June 07, 2023	AIRPORT:	Nantucket Memorial Airport
☒ APPLICATION	☐ CONSTRUCTION	CITY:	Nantucket
☐ PRE-APPLICATION	☐ PLANNING	☒ PUBLIC	☐ PRIVATE
MASSACHUSETTS AIRPORT SYSTEM PLAN (MASP) AIRPORT RANKING:		Commercial Service/Scheduled Charter	
AIRPORT CONSULTANT:	McFarland-Johnson, Inc.		
CONGRESSIONAL DISTRICT:	9 th Congressional District of Massachusetts		

2. PROJECT TITLE:	Design, Bidding and Construction Phase Services for the Construction of the South Apron Expansion, Surplus Material Disposal Stockpile, Drainage Outfall Relocation, and Habitat Management
PROJECT DESCRIPTION: Construct south apron expansion, construct surplus material disposal stockpile, relocation drainage outfall and perform habitat management at the Nantucket Memorial Airport (ACK) which includes the following: A. Construct south apron expansion to accommodate nine (9) additional jet engine aircraft: four (4) Gulfstream G650, four (4) Bombardier Global 6000, and one (1) Airbus A220. B. Construct surplus material stockpile approximately 900 ft x 16.5 ft. for the disposal of excess material. C. Relocate the terminal apron drainage outfall as required to construct the surplus material stockpile. D. Perform Permit Required habitat management associated with the construction.	
This is for the AIP Entitlement and Discretionary Funded portion of the project.	
PROJECT JUSTIFICATION: The proposed project creates the following benefits for the airport: A. Construction of the south apron increases safety at ACK, since during the busy season, the airport closes the crosswind runway to park aircraft. B. Construction of the stockpile reduces costs significantly since Disposal off island is prohibitively expensive.	

3. PROJECT COST BREAKDOWN:				
	AIP ELIGIBLE	ASMP ELIGIBLE	INELIGIBLE	TOTAL
CONSULTANT	\$1,086,213.00		\$219,136.00	\$1,305,349.00
CONSTRUCTION	\$31,758,143.00	\$271,000.00	\$4,315,030.00	\$36,344,173.00
EQUIPMENT				
OTHER COSTS				
ADMINISTRATION	\$31,027.34		\$0.66	\$31,028.00
TOTAL PROJECT COST	\$32,875,383.34	\$271,000.00	\$4,534,166.66	\$37,680,550.00

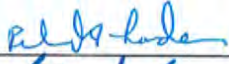
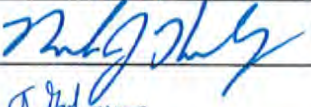
4. PROJECT FUNDING BREAKDOWN:				
	AIP ELIGIBLE	ASMP ELIGIBLE	INELIGIBLE	TOTAL
FAA SHARE	\$29,587,845.00			\$29,587,845.00
STATE SHARE	\$1,643,769.17	\$271,000.00		\$1,914,769.17
LOCAL SHARE	\$1,643,769.17		\$4,534,166.66	\$6,177,935.83
TOTAL PROJECT COST	\$32,875,383.34	\$271,000.00	\$4,534,166.66	\$37,680,550.00

5. PROJECT SCHEDULE:	
START DATE: 04/17/2023	COMPLETION DATE: 09/30/2024

6. PROJECT COST EXPENDITURE SCHEDULE:						
CALENDAR YEAR	FISCAL YEAR	FISCAL QUARTER ¹	FAA SHARE	STATE SHARE	LOCAL SHARE	TOTAL
2023	2023	4	\$429,163.89	\$23,842.44	\$23,842.44	\$4,768,848.76
2023	2024	1	\$47,684.88	\$2,649.16	\$2,649.16	\$52,983.2
2023	2024	2	\$3,724,566.77	\$206,920.38	\$206,920.38	\$4,138,407.52
2024	2024	3	\$8,331,133.51	\$462,840.75	\$462,840.75	\$9,256,815.01
2024	2024	4	\$3,724,566.77	\$206,920.38	\$206,920.38	\$4,138,407.52

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 (STRIKETHROUGH TERMS IN BOLD THAT DO NOT APPLY):	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 (DO NOT WRITE-IN MASSDOT CONTACTS):	DATE:
AIRPORT CONSULTANT Richard A. Lasdin, P.E.		06/07/2023
AIRPORT MANAGER Noah Karberg, AAE		6/7/23
AIRPORT COMMISSION CHAIRMAN Arthur D. Gasbarro		06/07/2023
MASSDOT – AERONAUTICS DIVISION DIRECTOR OF AVIATION PLANNING	Michael P. Miller Digitally signed by Michael P. Miller Date: 2024.06.17 10:36:18 -04'00'	
MASSDOT – AERONAUTICS DIVISION DIRECTOR OF AIRPORT ENGINEERING	Owen Silbaugh Digitally signed by Owen Silbaugh Date: 2024.06.17 10:50:24 -04'00'	
MASSDOT – AERONAUTICS DIVISION ADMINISTRATOR		6/17/2024

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.



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



NOTICE OF AWARD

June 17, 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:	06/17/2024
Project Name:	Construct South Apron Expansion (BIL)
Project Number:	AIP-No-3-25-0033-082-2023
MMARS Number:	76F33822023ACKAPRBIL
	\$156,854.39, scheduled as:
Grant Amount:	- State Fiscal Year 2024: \$150,000.00 - State Fiscal Year 2025: \$6,854.39
Grant Expiration Date:	06/30/2025

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.

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 18, 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 Tibbitts-Nutt, Secretary & CEO
Jeffrey DeCarlo, Administrator



GRANT ASSURANCES

Nantucket Memorial Airport

Construct South Apron Expansion (BIL)

Project Number: AIP No. 3-25-0033-082-2023

MMARS Number: 77F33822023ACKAPRBIL

Project Authorization Date: 06/17/2024

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.

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 H(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.

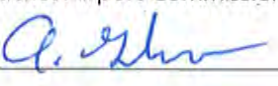
Q. Future Grants.

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: <u></u> Title: Chair Date: <u>2/9/24</u>	I hereby certify that <u>Arthur Gasbarr</u> 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 <u>7/9/2019</u>, a copy of which is attached and made a part hereof. <u>Bojana Stoykova-Nelson</u> 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



Maura Healey, Governor
Kimberley Driscoll, Lieutenant Governor
Gina Flandaca, Secretary & CEO
Jeffrey DeCarlo, Administrator



Application for Assistance

MassDOT Aeronautics Division Form AD1 (Last Modified: January 17, 2023)

1. DATE SUBMITTED	June 07, 2023	AIRPORT:	Nantucket Memorial Airport
☒ APPLICATION	☐ CONSTRUCTION	CITY:	Nantucket
☐ PRE-APPLICATION	☐ PLANNING	☒ PUBLIC	☐ PRIVATE
MASSACHUSETTS AIRPORT SYSTEM PLAN (MASP) AIRPORT RANKING:		Commercial Service/Scheduled Charter	
AIRPORT CONSULTANT:	McFarland-Johnson, Inc.		
CONGRESSIONAL DISTRICT:	9 th Congressional District of Massachusetts		

2. PROJECT TITLE:	Design, Bidding and Construction Phase Services for the Construction of the South Apron Expansion, Surplus Material Disposal Stockpile, Drainage Outfall Relocation, and Habitat Management
PROJECT DESCRIPTION: Construct south apron expansion, construct surplus material disposal stockpile, relocation drainage outfall and perform habitat management at the Nantucket Memorial Airport (ACK) which includes the following: A. Construct south apron expansion to accommodate nine (9) additional jet engine aircraft: four (4) Gulfstream G650, four (4) Bombardier Global 6000, and one (1) Airbus A220. B. Construct surplus material stockpile approximately 900 ft x 16.5 ft. for the disposal of excess material. C. Relocate the terminal apron drainage outfall as required to construct the surplus material stockpile. D. Perform Permit Required habitat management associated with the construction.	
This is for the BIL AIG Funded portion of the project.	
PROJECT JUSTIFICATION: The proposed project creates the following benefits for the airport: A. Construction of the south apron increases safety at ACK, since during the busy season, the airport closes the crosswind runway to park aircraft. B. Construction of the stockpile reduces costs significantly since Disposal off island is prohibitively expensive.	

3. PROJECT COST BREAKDOWN:				
	AIP ELIGIBLE	ASMP ELIGIBLE	INELIGIBLE	TOTAL
CONSULTANT	\$103,650.00			\$103,650.00
CONSTRUCTION	\$3,030,477.00			\$3,030,477.00
EQUIPMENT				
OTHER COSTS				
ADMINISTRATION	\$2,960.78		\$0.22	\$2,961.00
TOTAL PROJECT COST	\$3,137,087.78		\$0.22	\$3,137,088.00

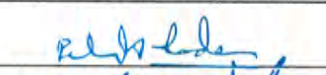
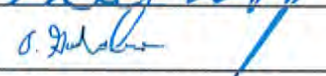
4. PROJECT FUNDING BREAKDOWN:				
	AIP ELIGIBLE	ASMP ELIGIBLE	INELIGIBLE	TOTAL
FAA SHARE	\$2,823,379.00			\$2,823,379.00
STATE SHARE	\$156,854.39			\$156,854.39
LOCAL SHARE	\$156,854.39		\$0.22	\$156,854.61
TOTAL PROJECT COST	\$3,137,087.78		\$0.22	\$3,137,088.00

5. PROJECT SCHEDULE:	
START DATE: 04/17/2023	COMPLETION DATE: 09/30/2024

6. PROJECT COST EXPENDITURE SCHEDULE:						
CALENDAR YEAR	FISCAL YEAR	FISCAL QUARTER ¹	FAA SHARE	STATE SHARE	LOCAL SHARE	TOTAL
2023	2023	4	\$60,133.54	\$3,340.75	\$3,340.75	\$66,815.04
2023	2024	1	\$6,781.5	\$376.75	\$376.75	\$7,535.00
2023	2024	2	\$689,116.07	\$38,284.22	\$38,284.22	\$765,684.49
2024	2024	3	\$1,378,232.08	\$76,568.45	\$76,568.45	\$1,531,368.98
2024	2024	4	\$689,116.07	\$38,284.22	\$38,284.22	\$765,684.49

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 (STRIKETHROUGH TERMS IN BOLD THAT DO NOT APPLY):	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 (DO NOT WRITE-IN MASSDOT CONTACTS):	DATE:
AIRPORT CONSULTANT Richard A. Lasdin, P.E.		06/07/2023
AIRPORT MANAGER Noah Karberg, AAE		6/7/23
AIRPORT COMMISSION CHAIRMAN Arthur D. Gasbarro		06/07/2023
MASSDOT – AERONAUTICS DIVISION DIRECTOR OF AVIATION PLANNING	Michael P. Miller Digitally signed by Michael P. Miller Date: 2024.06.17 08:55:40 -04'00'	
MASSDOT – AERONAUTICS DIVISION DIRECTOR OF AIRPORT ENGINEERING		
MASSDOT – AERONAUTICS DIVISION ADMINISTRATOR	Owen Silbaugh Digitally signed by Owen Silbaugh Date: 2024.06.17 11:05:27 -04'00'	

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.

C MARSHALL BEALE
9 Sherburne Commons
Nantucket, MA 02554



July 15, 2024

Select Board
Town of Nantucket

Dear Ladies and Gentlemen:

I've served on three boards for the Town of Nantucket over a period of many years: seven years on the Zoning Board of Appeals (5 years as chair), twelve years on the Planning Board (8 as chair) and now five years on the Conservation Commission. In all those years I've never witnessed a more concerted effort by the Select Board to sabotage a well functioning board. Your recent action of not reappointing two sitting chairs, Ashley Erisman and Ian Golding, plus an experienced attorney, Maureen Phillips, all very knowledgeable and all asking for reappointment is beyond the pale.

It's easy to understand why with this sort of treatment it's difficult to get qualified applicants to volunteer for Town Boards.

With this letter, I resign my position on the Nantucket Conservation Commission.

Sadly,

A handwritten signature in blue ink that reads "C Marshall Beale". The signature is written in a cursive, flowing style.

C Marshall Beale

2024 JUL 15 AM 9:33
NANTUCKET
TOWN CLERK

Conservation Commission

Seth Engelbourg	Chair	2025
Linda Williams	Vice Chair	2027
Michael V. Misurelli		2025
Joseph W. Plandowski		2025
Tim Braine		2026
~~Mark Beale~~		2026
John M. Schafer		2027



Agenda Item Summary

Agenda Item #	IX. 1.
Date	07/24/2024

Staff

Tracy MacDonald, Real Estate Specialist

Subject

Conveyance of yard sale Lot T-1 on Land Court Plan 40795-B owned by the Town of Nantucket by virtue of Certificate of Title No. 29124, as authorized by positive Vote on Article 108 of 2008 Annual Town Meeting.

Executive Summary

Conveyance of a portion of the unconstructed way known as Masquetuck Street authorized by a positive Vote of Article 108 of the 2008 Annual Town Meeting being Lot T-1 on Land Court Plan 40795-B owned by the Town of Nantucket by virtue of Certificate of Title No. 29124. Lot T-1 containing 6,000± square feet on said plan is to be conveyed to the owner of Lot shown on Plan 40795-A, Surfside Properties LLC, a Massachusetts LLC. The lot was agreed to be exchanged for a One Big Beach Easement already granted to the Town. The Real Estate Assessment Committee has reviewed and recommended this conveyance at their July 15, 2024 meeting. The Coastal Resilience Coordinator has reviewed and delivered an assessment.

Staff Recommendation

Proceed with the approval and execution of the documents. Town Counsel has prepared and reviewed the documents with buyer's counsel.

Background/Discussion

Order of Taking dated May 27, 2009 and registered as Document No. 127326 and shown as Parcel T-1 on Plan 2009-24 and subsequently on Land Court Plan 40795-B; as affected by an Order of the Land Court for Certificate of Title in the name of the Town of Nantucket being Certificate of Title No. 29124. This lot was agreed to be exchanged for a One Big Beach Easement, which the owner has already granted the Town in December, 2007 in advance of receiving the conveyance of this parcel and is registered as Document No. 122779.

Impact: Environmental ☐ **Fiscal** ☐ **Community** ☒ **Other** ☐

To complete the conveyance of a previously authorized transaction at town meeting which will increase the tax base.



Board/Commission Recommendation

Real Estate Assessment Committee reviewed the conveyance on July 15, 2024; Planning Board approved the Plan on July 8, 2019 and the Coastal Resilience Coordinator reviewed the matter and issued an evaluation.

Public Outreach

Conveyance approved at the 2008 Annual Town Meeting

Connection to Existing Applicable Plan (i.e., Strategic Plan, Master Plan, etc.)

Consistent with the Intent of the Yard Sale Program

Attachments

Deeds, Purchase and Sale Agreements, Disclosures, Settlement Statement, copies of plans, certified ATM vote from Town Clerk; copy of One Big Beach Easement, Land Court Plan and Certificate of Title 29124.



PURCHASE AND SALE AGREEMENT

Agreement made this _____ day of _____, 2024.

1. PARTIES AND MAILING ADDRESSES

The Town of Nantucket, a municipal corporation acting by and through its Select Board, having an address of 16 Broad Street, Nantucket, Massachusetts 02554, hereinafter called the SELLER, agrees to SELL and Surfside Properties, LLC, a Massachusetts limited liability company with a mailing address of 82 Oscaleta Road, South Salem, NY 10590 hereinafter called the BUYER or PURCHASER, agrees to BUY, upon the terms hereinafter set forth, the following described premises:

2. DESCRIPTION

The premises are comprised of a certain parcel of land located on Masquetuck Street in Nantucket, Massachusetts shown as Parcel T-1, on Land Court Plan No. 40795-B filed with Nantucket Registry District of the Land Court, containing 6,000 square feet, more or less (the "Property" or "Premises"). The Premises is considered a non-conforming lot pursuant to the Town of Nantucket Code.

3. BUILDINGS, STRUCTURES, IMPROVEMENTS, FIXTURES

Intentionally Omitted (Vacant Land).

4. TITLE DEED

Said premises are to be conveyed by a good and sufficient quitclaim deed running to the BUYER, or to the nominee designated by the BUYER by written notice to the SELLER at least seven (7) days before the deed is to be delivered as herein provided, and said deed shall convey a good and clear record and marketable title thereto, free from encumbrances, except:

- (a) Any liens for municipal betterments assessed after the date of this agreement;
- (b) Laws, by-laws, rules, and regulations, whether federal, state, or local, which affect the use of the Premises, including, but not limited to, rules and regulations of the Nantucket Conservation Commission, Nantucket Zoning By-Law, Nantucket Historic District Commission, Nantucket Building Department, Nantucket Planning Board and Nantucket Board of Health;
- (c) Real estate taxes for the then-current fiscal year and future periods, which are not due and payable at the time of delivery of the deed;
- (d) Any fee which may be imposed upon the transaction which is the subject of this agreement by the Nantucket Land Bank Commission, which the Buyer agrees to pay at the time of delivery of the deed;

(e) Any right, restrictions or easements and reservations of record, if any, so long as the same do not prohibit or materially interfere with the use of said premises for residential purposes;

(f) Any public rights existing below mean high water, if applicable; and

(i) Said deed shall contain a reversion clause and a restriction set forth in Section 35 below to require the Premises to be used, and effectively merged with, the BUYER'S existing property known as 35 Nonantum Avenue, Nantucket, Massachusetts, which is shown as Town Assessor's Map 87 as Parcel 47, for residential purposes and permanently restricting any further division or subdivision of the Premises as combined with the existing property without the prior written permission of the Town of Nantucket Select Board,

5. PLANS

If said deed refers to a plan necessary to be recorded therewith the BUYER shall deliver such plan with the deed in a form adequate for recording.

6. REGISTERED TITLE

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

7. PURCHASE PRICE

The agreed consideration for the BUYER'S purchase of said premises is the BUYER's grant of a One Big Beach Easement, entitled "Grant of Easement" over a portion of the BUYER'S property at 35 Nonantum Avenue, Nantucket filed with Nantucket Registry District of the Land Court as Document No. 122779 which was already delivered by BUYER and accepted by the SELLER. and One Hundred and 00/100 Dollars (\$100.00), of which

\$ 0.00	was paid as a deposit
\$ 100.00	is to be paid at the time of delivery of the deed in cash, or by certified, cashier's, treasurer's or bank check(s) or by attorney's IOLTA check.

\$ 100.00	Total
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8. TIME FOR PERFORMANCE; DELIVERY OF DEED

Said deed is to be delivered to BUYER at the Nantucket County Registry of Deeds at 1:00 P.M. on the 25th day of July, 2024, unless otherwise agreed upon in writing. It is agreed that time is of the essence of this agreement.

9. POSSESSION AND CONDITION OF PREMISES

Full possession of said premises free of all tenants and occupants is to be delivered at the time of the delivery of the deed, said Premises to be then (a) in the same condition as they are now, and (b) in compliance with provisions of any instrument referred to in clause 4 hereof. The BUYER shall be entitled to personally inspect the premises prior to the delivery of the deed in order to determine whether the condition of the premises complies with the terms of this clause.

10. EXTENSION TO PERFECT TITLE OR MAKE PREMISES CONFORM

If the SELLER shall be unable to give title or to make conveyance, or to deliver possession of the premises, all as herein stipulated, or if at the time of delivery of the deed the premises do not conform with the provisions hereof, then the SELLER shall use reasonable efforts to remove any defects in title, or to deliver possession as provided herein, or to make the said premises conform to the provisions hereof, as the case may be, in which event the SELLER shall give written notice thereof to the BUYER at or before the time for performance hereunder, and thereupon the time for performance hereof shall be extended for a period of thirty (30) days. In the event that such an extension occurs, BUYER agrees to close prior to expiration of the extension period and as soon as reasonably possible after SELLER is prepared to deliver the Premises in compliance with this Agreement. In no event shall SELLER be required to expend more than a total of \$1,000.00 to clear title to and deliver possession of the Premises.

11. FAILURE TO PERFECT TITLE OR MAKE PREMISES CONFORM

If at the expiration of the extended time the SELLER shall have failed so to remove any defects in title, deliver possession, or make the premises conform, as the case may be, all as herein agreed, then any payments made under this agreement shall be forthwith refunded and all other obligations of the parties hereto shall cease and this agreement shall be void without recourse to the parties hereto.

12. BUYER'S ELECTION TO ACCEPT TITLE

The BUYER shall have the election, at either the original or any extended time for performance, to accept such title as the SELLER can deliver to the said premises in their then condition and to pay therefore the purchase price without deduction, in which case the SELLER shall convey such title.

13. ACCEPTANCE OF DEED

The acceptance and recording of a deed by the BUYER or his nominee as the case may be, shall be deemed to be a full performance and discharge of every agreement and obligation herein contained or expressed, except such as are, by the terms hereof, to be performed after delivery of said deed.

14. USE OF MONEY TO CLEAR TITLE

To enable the SELLER to make conveyance as herein provided, the SELLER may, at the time of delivery of the deed, use the purchase money or any portion thereof to clear the title of any or all encumbrances or interests, provided that all instruments so procured are recorded simultaneously with the delivery of said deed.

15. INSURANCE

Intentionally Omitted (Vacant Land).

16. ADJUSTMENTS

A payment in lieu of taxes shall be paid in accordance with G.L. c. 44, § 63A as of the day of performance of this Agreement and the amount thereof shall be added to the purchase price payable by BUYER at the time of delivery of the deed.

17. ADJUSTMENT OF UNASSESSED AND UNABATED TAXES

Intentionally Omitted.

18. BROKER'S FEE

Intentionally Omitted.

19. BROKER'S WARRANTY

Intentionally Omitted.

20. DEPOSIT

All deposits made hereunder shall be held in escrow by Town Treasurer, as escrow agent in a non-interest bearing account subject to the terms of this agreement and shall be duly accounted for at the time for performance of this agreement. In the event of any disagreement between the parties, escrow agent shall retain all deposits made under this agreement pending instructions mutually given in writing by the SELLER and the BUYER, or by court order by a Court having competent jurisdiction.

All deposits made hereunder shall be placed in a non-interest-bearing account. The escrow agent hereunder shall not be liable for any loss suffered with respect to the escrow account or for any action or inaction taken by the escrow agent in good faith with respect to the account or deposit. The escrow agent may resign at any time by transferring the deposit to a successor escrow agent reasonably acceptable to SELLER and BUYER which successor agrees in writing to act as escrow agent. BUYER and SELLER jointly and severally agree to indemnify and hold the escrow agent harmless for any and all costs and expenses, including reasonable attorney's fees, incurred in connection with any such dispute.

21. BUYER'S DEFAULT; DAMAGES

If the BUYER shall fail to fulfill the BUYER'S agreements herein, all deposits made hereunder by the BUYER shall be retained by the SELLER as liquidated damages, which shall be the SELLER'S sole and exclusive remedy at law and in equity for a breach of this agreement.

22. RELEASE BY HUSBAND OR WIFE

Intentionally Omitted.

23. BROKER AS PARTY

Intentionally Omitted.

24. LIABILITY OF TRUSTEES, SHAREHOLDERS OR BENEFICIARIES

If the SELLER or BUYER executes this agreement in a representative or fiduciary capacity, only the principal or the estate represented shall be bound, and neither the SELLER or BUYER so executing, nor any shareholder or beneficiary of any trust, shall be personally liable for any obligation, express or implied, hereunder.

25. WARRANTIES AND REPRESENTATIONS

The BUYER acknowledges that the BUYER has not been influenced to enter into this transaction nor has he relied upon any warranties or representations not set forth or incorporated in this agreement or previously made in writing, except for the following additional warranties and representations, if any, made by either the SELLER: NONE. SELLER and SELLER's agents have made no warranties or representations, express or implied, and BUYER is purchasing the premises in it's "AS IS" and without inspection.

26. MORTGAGE CONTINGENCY CLAUSE

None.

27. CONSTRUCTION OF AGREEMENT

This instrument, executed in multiple counterparts, is to be construed as a Massachusetts contract, is to take effect as a sealed instrument, sets forth the entire contract between the parties, is binding upon and inures to the benefit of the parties hereto and their respective heirs, devisees, executors, administrators, successors and assigns, and may be canceled, modified or amended only by a written instrument executed by both the SELLER and the BUYER or their respective counsel. The Parties may rely upon facsimile copies of such written instruments. If two or more persons are named herein as BUYER, their obligations hereunder shall be joint and several. The captions and marginal notes are used only as a matter of convenience and are not to be considered a part of this agreement or to be used in determining the intent of the parties to it.

28. TITLE STANDARDS AND CONVEYANCING PRACTICES

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

29. NOTICES

All notices, demands, consents and approvals required or permitted hereunder shall be deemed to have been duly given if in writing addressed to BUYER or SELLER at:

In the case of BUYER:

Peter Hall, Manager
Surfside Properties, LLC
82 Oscaleta Road
South Salem, NY 10590

With a copy to:

Bryan Swain, Esq.
Beaudette and Swain, LLC
Key Post Corner
35 Old South Road, Suite D
Nantucket, MA 02554
(508) 228-4455

In the case of SELLER:

Town of Nantucket
Town and County Building
16 Broad Street
Nantucket, MA 02554

With a copy to:

Vicki S. Marsh, Esq.
KP Law, P.C.
101 Arch Street, 12th Fl.
Boston, MA 02110
(617) 556-0007
Facsimile: (617) 654-1735

and shall be deemed delivered upon the earliest to occur of (a) receipt or refusal to accept delivery; or (b) upon delivery prior to 5:00 P.M. on any business day by telecopy evidenced by written or printed receipt confirmation, provided a copy of any such notice sent by telecopy is sent also by means of one of the above-described manners of delivery. BUYER and SELLER may change the address to which any notice is to be sent by giving reasonable notice to the other party of such new address in the manner specified.

30. NO BROKER WARRANTY

The parties warrant and represent each to the other that there is no broker involved with the transaction to which this agreement pertains. In the event of a breach of the foregoing representation, the breaching party shall indemnify and hold harmless the non-breaching party for all expenses, including attorney's fees, which arise from such breach. The provisions of this section shall survive delivery of the deed hereunder.

31. SELLER'S CONTINGENCY

SELLER'S obligations hereunder shall be contingent upon SELLER complying prior to closing with the requirements of Massachusetts General Laws Chapter 30B concerning public procurement of

the premises and obtaining all necessary authority to sell the premises, including but not limited to a declaration that the premises constitutes surplus property and an appropriate Town Meeting vote.

32. VENUE

The parties hereto agree that all actions on this Agreement shall be brought in the Superior Court Department of the Trial Court, Commonwealth of Massachusetts, Nantucket Division, to the extent that said Court shall have jurisdiction of the subject matter in any such action.

33. EXTENSION AUTHORITY

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

34. CLOSING DOCUMENTS

BUYER agrees to sign at closing all forms reasonably required by SELLER including without limitation a disclosure statement pursuant to G.L. c. 7C, sec. 38. BUYER agrees to pay the legal costs incurred for preparing a Quitclaim Deed for the Premises.

35. MERGER OF PREMISES

BUYER shall consolidate the Premises with the BUYER'S existing abutting lot as set forth in the provisions of the "Nantucket Yard Sale Program." This consolidation process includes but is not limited to obtaining a special permit from the Zoning Board of Appeals to alter any premises which is a nonconforming lot pursuant to Town Code 139-33A (8) and, filing a new perimeter plan with the Nantucket Planning Board and Massachusetts Land Court, if applicable.

BUYER warrants that the Premises shall not be used as separate buildable lots or resold as a separate buildable lot and shall be used for residential uses only. Notwithstanding any provision herein to the contrary, BUYER shall accept the deed required to be delivered pursuant to this Agreement if such deed contains permanent restrictions, held by SELLER and running with the land, to enforce such restrictions and covenants as follows:

"The Grantor's conveyance of the parcel described herein is based in part on the Grantee's warranty and representation to the Grantor that such parcel shall be used for residential purposes only and shall, for all intents and purposes, be combined with and considered as one parcel with the abutting property at 35 Nonantum Avenue, shown on Town Assessor's Map 87 as Parcel 47, previously acquired by Grantee by Deed filed in the Registry District of the Land Court as Document No. 131133 with Certificate of Title No. 23605 (together, the "Combined Premises"), and that no part of such Parcel or the Combined Premises shall hereafter be used for non-residential purposes nor be hereafter divided, subdivided or conveyed as a separate parcel or parcels unless prior written permission is granted by the Town of Nantucket Select Board and such permission is filed with said Registry District of the Land Court.. Accordingly, the Parcel hereby granted to the Grantee is conveyed subject to permanent restrictions hereby reserved to and held by the Grantor, forever restricting the Parcel and the Combined Premises to residential use as defined in Chapter

139 of the Town of Nantucket Code, as may be amended from time to time, prohibiting the division or subdivision of any portion of the Combined Premises, and prohibiting the use or conveyance of any portion of the Combined Premises apart from another portion of the Combined Premises, and automatically effectuating a reversion of the Parcel to the Grantor, if within twenty-four months of the Date of the Deed, the Parcel has not been merged with the Grantee's existing property in accordance with the Town of Nantucket By-Laws and statutes. These restrictions shall run with the title to the Combined Premises, and no part of the Combined Premises shall be hereafter used or conveyed in a manner inconsistent with these restrictions unless a prior written release is granted by the Town of Nantucket Select Board and filed with said Registry District of the Land Court..”

These restrictions shall be enforceable for a term of 200 years from the date hereof, and all of the agreements, restrictions, rights and covenants contained herein shall be deemed to be “other restrictions held by any governmental body” pursuant to G.L. c. 184, Section 26 such that the restrictions contained herein shall be enforceable for the full term of 200 years and not be limited in duration by any contrary rule or operation of law. Nevertheless, if recording of a notice is ever needed to extend the time period for enforceability of these restrictions, the grantee hereby appoints the grantor as its agent and attorney in fact to execute and record such notice and further agrees that the grantee shall execute and record such notice upon request. The representations, warranties and provisions of this Section 35 shall survive the delivery of this deed and any conveyance of the Premises, and BUYER shall accept a deed required to be delivered pursuant to this Agreement if such deed contains permanent restrictions, held by SELLER and running with the land, to enforce these covenants.

36. CONDITION OF PREMISES

BUYER acknowledges that prior to the date of this Agreement, BUYER entered the Premises for the purpose of surveying and inspecting the Premises, as necessary for BUYER's financing and purchasing of the Premises and BUYER agrees that BUYER and BUYER's agents fully and completely inspected the Premises, and that BUYER is wholly satisfied with the condition of the Premises. SELLER and SELLER's agents have made no warranties or representations with respect to the Premises, express or implied, on which BUYER has relied except as otherwise set forth in this Agreement. In the event that BUYER and/or BUYER's agents, contractors and employees access the Premises to make any further inspections, assessments, surveys, appraisals or other non-invasive examination of the surface of the Premises, then such access shall be solely at the BUYER's risk, and BUYER shall indemnify and save SELLER harmless from any and all claims, demands, suits or causes of action of any nature whatsoever arising from BUYER's and its agents', contractors' and employees' presence at and/or actions upon or about the Premises, including, without limitation, any claim for personal injury or property damage made by any such person afforded access to the Premises pursuant hereto. BUYER will, and will cause its agents, employees, and contractors, to observe any posted rules and regulations on the Premises.

37. REPRESENTATION BY COUNSEL

BUYER and SELLER each acknowledge and agree that they have by counsel of their own choosing or have had an opportunity to be so represented by counsel, and both BUYER and SELLER have read and understand the terms of this Agreement.

38. ASSIGNMENT AND RECORDING OF AGREEMENT

BUYER shall not file this Agreement with any Registry of Deeds or recording office. BUYER shall not assign this Agreement to any party without SELLER's prior written consent, which consent SELLER may withhold for any or no reason. In the event BUYER so files or assigns this Agreement without SELLER's prior written consent, then SELLER may elect, upon written notice to BUYER, to terminate this Agreement and to retain any and all deposits.

39. SEVERABILITY

If this Agreement shall contain any term or provision which shall be invalid, then the remainder of the Agreement, as the case may be, shall not be affected thereby and shall remain valid and in full force and effect to the fullest extent permitted by law, provided such term or provision does not materially affect the obligations of either of the parties nor the essence of the Agreement.

Signature Page to Follow

SELLER:
TOWN OF NANTUCKET
By its Select Board

ESCROW AGENT:
TOWN TREASURER

Brooke Mohr

BUYER:
SURFSIDE PROPERTIES, LLC

Matthew G. Fee

By: _____
Peter Hall, Manager

Thomas M. Dixon

Malcolm W. MacNab

Dawn E. Hill Holdgate

QUITCLAIM DEED

Parcel T-1, Masquetuck Street Nantucket, Massachusetts

The **Town of Nantucket**, a Massachusetts municipal corporation having a principal place of business at 16 Broad Street, Nantucket, Nantucket County, Massachusetts acting by and through its Select Board (the “Grantor”), in consideration of Less than One Hundred Dollars (\$100.00), and in further consideration of a beach easement over a portion of Block 224 on Land Court Plan 40795-A, shown as Map 87, Parcel 47 in said Nantucket conveyed to the Grantor by the afore-referenced Grantee by Grant of Easement registered as Document No. 122779, the receipt of which is hereby acknowledged, pursuant to the authority of Article 108 voted upon at the 2008 Annual Town Meeting, a certified copy of which is attached hereto, grants to **Surfside Properties, LLC**, a Massachusetts limited liability company (the “Grantee”) having a mailing address of 82 Oscaleta Road, South Salem, NY 10590, with QUITCLAIM COVENANTS, a certain parcel of land on Masquetuck Street, Nantucket, Massachusetts shown as Parcel T-1, on Land Court Plan No. 40795-B filed with said Registry District of the Land Court, containing 6,000 square feet, more or less (the “Parcel”). The Parcel hereby conveyed is a portion of Masquetuck Street and is vacant land.

The Grantor’s conveyance of this Parcel is based in part on the Grantee’s warranty and representation to the Grantor that such Parcel shall be used for residential purposes only and shall, for all intents and purposes, be combined with and considered as one parcel with the abutting property at 35 Nonantum Avenue shown on Town Assessor’s Map 87 as Parcel 47 previously acquired by Grantee pursuant to a Deed filed with the Registry District of the Land Court as Document No. 131133, noted on Certificate of Title No. 23605 (collectively, the “Combined Premises”), and that no part of such Parcel or the Combined Premises shall hereafter be used for non-residential purposes nor divided, subdivided or conveyed as a separate parcel or parcels, unless prior written permission is granted by the Town of Nantucket Select Board and such permission is filed with said Registry District of the Land Court. Accordingly, the Parcel hereby granted to the Grantee is conveyed subject to permanent restrictions hereby reserved to and held by the Grantor, forever restricting the Parcel and Combined Premises to residential use as defined in Chapter 139 of the Town of Nantucket Code, as from time to time amended; prohibiting the division or subdivision of any portion of the Combined Premises and prohibiting the conveyance or use of any portion of the Combined Premises apart from another portion of the Combined Premises and automatically effectuating a reversion of the Parcel to the Grantor, if within twenty-four (24) months of the date of this Deed, the Parcel has not been merged with the Grantee’s existing property in accordance with the Town of Nantucket By-Laws and statutes. These restrictions shall run with the title to the Combined Premises, and no part of the Combined Premises shall be hereafter used, conveyed, divided or subdivided in a manner inconsistent with these restrictions unless prior written release is granted by the Town of Nantucket Select Board and filed with said Registry District of the Land Court.

By accepting and recording this Quitclaim Deed, the Grantee expressly agrees to the Grantor's reservation of, and otherwise grants to the Grantor, such restrictions on the use of the Combined Premises. These restrictions shall be enforceable for a term of 200 years from the date hereof, and all of the agreements, restrictions, rights and covenants contained herein shall be deemed to be "other restrictions held by any governmental body," pursuant to G.L. c. 184, §26, such that the restrictions contained herein shall be enforceable for the term of 200 years and not be limited in duration by any contrary rule or operation of law. Nevertheless, if recording of a notice is ever needed to extend the time period for enforceability of these restrictions, the Grantee hereby appoints the Grantor as its agent and attorney in fact to execute and record such notice and further agrees that the Grantee shall execute and record such notice upon request.

The undersigned certifies that there has been full compliance with the provisions of G. L. c. 44 §63A.

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

For Grantor's title, see Order of Taking by Eminent Domain of Portions of Masquetuck Street and Atlantic Avenue dated May 27, 2009, filed with the Registry District of the Land Court as Document No. 127326; and Certificate of Title No. 29124.

[Remainder of Page Intentionally Blank. Signatures Follow on Next Page.]

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, as Members of the Select Board of the Town of Nantucket, proved to me through satisfactory evidence of identification, which was personal knowledge of the undersigned, to be the persons whose names are signed on the preceding or attached document, and acknowledged to me that they signed it voluntarily for its stated purpose as the free and deed of the Select Board of the Town of Nantucket.

Notary Public
My Commission Expires:

10BS 2032-10999\0000's\0900'S\9970'S\9977\AUTOCAD\worksheet REV 5-15-19.dwg, 10x24

SETTLEMENT STATEMENT

Town of Nantucket ("Seller")
Surfside Properties, LLC ("Buyer")
Parcel T-1, Masquetuck Street
Nantucket, MA (Property)
July 25, 2024 (Closing Date)

Purchase Price: \$ 100.00

Less:

Deposit \$ 00.00

Plus:

Payment in Lieu of Tax Adjustment
7/25/24-6/30/25 \$ 44.33

Reimbursement of Town's Legal Fees \$ 1,200.00

Net Amount Due Seller: \$ 1,344.33

Checks:

Town of Nantucket \$ 1,344.33

BUYER: SURFSIDE PROPERTIES, LLC

**SELLER: TOWN OF NANTUCKET
SELECT BOARD**

By: _____
Peter Hall, Manager

Brooke Mohr

Matthew G. Fee

Thomas M. Dixon

Malcolm W. MacNab

Dawn E. Hill Holdgate



Cert: 16623 Doc: EASE
Registered: 01/04/2008 11:12 AM

GRANT OF EASEMENT

KNOW ALL MEN BY THESE PRESENTS, WE, Hope H. Hall, Trustee of the Stephen J. Hall Qualified Personal Residence Trust, u/d/t dated December 13, 1994 and filed with the Nantucket County Registry District of the Land Court as Document No. 66962, and Stephen J. Hall, Trustee of the Hope H. Hall Qualified Personal Residence Trust, u/d/t dated December 13, 1994 and filed with said Registry as Document No. 66964, the "Grantor(s)", as a charitable donation, do hereby GRANT to the Inhabitants of the Town of Nantucket (the "Town"), a body politic of the Commonwealth of Massachusetts, having offices at 16 Broad Street, Nantucket, Massachusetts 02554, by and through its Board of Selectmen, the "Grantee," with QUITCLAIM COVENANTS, the following rights, title and interests:

1. A perpetual easement coextensive with and limited to the Easement Area of Grantors' Lands. The terms "Easement Area" and "Grantors' Land," as well as other terms used in this Grant of Easement, are defined below in Paragraph 2. The scope of the affirmative perpetual easement herein granted is more fully defined, limited, and subject to the conditions and covenants set forth in the following paragraphs.

2. Definitions for the purposes of this Grant of Easement:

"Grantors' Land" shall mean that land situated in the Town of Nantucket, County of Nantucket, Commonwealth of Massachusetts, being more fully described in Certificates of Title No. 16622 and 16623; said lands being hereby made subject to and over which the easement created hereby is granted are also known as and shown as Parcel 47 on Town of Nantucket Assessor's Map 87, and shown on Land Court Plan 40795-A (and being Block 224 on Land Court Plan 17745-A, excepting Assessor's Map 87, Parcels 45 and 46).

"coastal bank" shall mean the seaward face or side of any elevated landform, other than a coastal dune, which lies at the landward edge of a coastal beach, land subject to tidal action, or other wetland.

"coastal dune" shall mean any natural hill, mound or ridge of sediment landward of a coastal beach deposited by wind action or storm overwash, including without limitation vegetated areas of American beach grass or other natural beach plants serving to build dunes in dune fields between the landward edge of unvegetated sand and the seaward face or side of the coastal bank. Coastal dune also means sediment deposited by artificial means and serving the purpose of storm damage prevention or flood control.

"Easement Area" shall mean that part or portion of Grantors' Land lying inland of the mean low water line up to and including: (i) the point of lowest elevation of the coastal bank, or (ii) any coastal dunes to the point where such coastal dunes terminate and the remainder of Grantors' Land begins, as the case may be, and as the mean low water line, the coastal bank and the coastal dunes may exist from time to time. To the extent that erosion, accretion, drifting sand, avulsion or other natural phenomena alter the mean low water line, the coastal bank or the coastal dune, the Easement Area shall be deemed correspondingly altered for purposes of this Grant of Easement. A sketch of the Easement Area as it presently exists is attached hereto as Exhibit A and incorporated herein by attachment and reference.

"Coastal Conservation Land" shall mean that ocean-front land, contiguous to Grantors' Land, now or hereafter owned by the Town or by the Nantucket Islands Land Bank, a government body established for the purpose of land conservation (see, Chapter 669 of the Massachusetts Acts of 1983, as amended), and held for the purpose of preserving the unique natural littoral environment of Nantucket for enjoyment by the general public, and for protecting the scenic and ecological character of the Nantucket shore.

"Commercial Activities" shall mean the erection or use of any permanent or temporary stand, kiosk, cart, advertisement or other structure or fixture primarily for the purpose of manufacturing, selling, leasing or otherwise providing from that specific structure any good, product or service. For the purposes of this definition, use of any good, product or service that is: (1) purchased or delivered in a location outside the Easement Area, or (2) not normally considered or not reasonably considered as commercial or a business enterprise, shall not constitute a commercial activity. (By way of illustration only and without limitation, use of goods or services purchased, leased or otherwise acquired outside of the Easement Area for the purposes of swimming, fishing, snorkeling, scuba diving and kayaking shall not constitute a commercial activity.)

"conservation" and "recreation," and all derivations therefrom, shall have the general meanings and uses given to those terms by Internal Revenue Code, Section 170(h), and the regulations promulgated thereunder.

"mean high water line" shall mean the line where the arithmetic mean of the high water heights observed over a specific 19-year metonic cycle (the National Tidal Datum Epoch) meets the shore and shall be determined using hydrographic survey data of the National Ocean Survey of the U.S. Department of Commerce.

"mean low water line" shall mean the line where the arithmetic mean of the low water heights observed over a specific 19-year metonic cycle (the National Tidal Datum Epoch) meets the shore and shall be determined using hydrographic survey data of the National Ocean Survey of the U.S. Department of Commerce.

"intertidal areas" shall mean the area upland of the mean low water line and seaward of the mean high water line, subject to tidal action.

"Maintenance Obligation" shall mean the ongoing and continuous obligation and duty to adequately patrol, maintain and police (that is, supervise, clean, and maintain order, but not to be

required to provide regular patrolling by law enforcement officers) and periodically to inspect the Easement Area.

3. The Grantee and the general public shall have the right to enter upon and use the Easement Area exclusively for conservation and recreational purposes for which beaches are used on Nantucket (with the exception of the vehicular uses that are provided in paragraph 4), but not Commercial Activities. These purposes and uses include, by way of illustration and without limitation, educational uses, swimming, fishing, surfboarding, snorkeling, sunbathing, strolling, walking, hiking, wildlife observation, picnicking, scenic viewing, normal and usual beach recreational activities and games, and other similar or appropriate and reasonable recreational outdoor activities and uses as the Grantee shall determine from time to time, provided the said similar uses shall have been approved in writing by the Board of Selectmen of the Town of Nantucket and notice of such approval is duly published in a newspaper of general circulation in the Town of Nantucket. The Grantee shall have the right, by duly adopted rules, regulations and/or bylaws to regulate the hours, and the scope and nature of the permitted uses and activities in accordance with the Grantee's standard beach-management practices and regulations in effect for the beaches of Nantucket, and further the Grantee may grant special permits, from time to time, for such other uses and activities and for such extended hours as may be provided for by such duly adopted rules, regulations and/or bylaws. In adopting such rules, regulations and/or bylaws, and in issuing special permits pursuant thereto, the Grantee (together with any applicable departments or other divisions, boards, bodies, agencies, officials or agents of the Town) shall consider the reasonably foreseeable effects of such rules, regulations and/or bylaws and permits proposed to be issued upon the reasonable peaceful enjoyment of the Grantors' Land lying outside the Easement Area and upon the Easement Area. Notwithstanding the foregoing, no member of the general public shall have any right to enter upon, travel over or otherwise use those portions of the Easement Area consisting of coastal dunes except (1) to enter upon, travel over or otherwise use any coastal dune located within an access way providing access to and from the Easement Area, or (2) with the prior written consent of Grantor(s) or Grantor(s) heirs, executors, administrators, legal representatives, successors and/or assigns. Notwithstanding the foregoing, the Town shall have the right to enter upon, travel over or otherwise use those portions of the Easement Area consisting of coastal dunes as necessary to perform its Maintenance Obligation.

4. In addition to the uses and activities set forth in paragraph 3 above, the Grantee may allow access and use of certain recreational vehicles in the intertidal areas of the Easement Area (as such intertidal areas exist from time to time at and after the date of the Grant of Easement provided hereby), but in no event shall such vehicular use be allowed in, on or over the dunes and dune fields or other environmentally sensitive areas (as identified by the Grantee) lying landward of the said intertidal areas, and all such vehicular access shall be limited solely to those accesses expressly designated and authorized by the Grantee. The vehicular access and use shall be subject to such other rules, regulations and bylaws now existing or hereafter adopted by the Grantee, including, but not limited to the issuance of permits for beach access and driving, provided however, during the period from June 1, through and including September 15, the hours of vehicular use and access shall be limited to between 5 P.M. and 10 P.M. or to such other dates and evening hours that the Grantee may duly authorize from time to time. The foregoing sentences shall not limit the official use of vehicles of the Town, its agencies or other governmental entities.

5. Notwithstanding the provisions of paragraphs 3 and 4 above, all movable or fixed structures (other than wooden steps to ascend the coastal bank) shall be prohibited throughout the Easement Area.

6. In addition to any other duties and obligations, the Town shall have the ongoing and continuous obligation and duty to fulfill its Maintenance Obligation. Any member(s) of the public who violate(s) the duly adopted rules, regulations and/or bylaws or who refuse to cease and desist from any proscribed conduct, acts or omissions to do or perform anything required to conform to the same may be cited in accordance with said rules, regulations and/or bylaws. The Town may remove from the Easement Area any individual who violates any said rule, regulation and/or bylaw. Further, when issuing any permits pursuant to such rules, regulations and/or bylaws, the Town shall impose such reasonable conditions and restrictions that may be reasonably necessary to assure the Grantor(s) the reasonable peaceful enjoyment of Grantors' Land lying outside the Easement Area.

7. This Grant of Easement shall be binding upon and inure to the benefit of the Grantor(s) and his/her/their heirs, executors, administrators, legal representatives, successors and assigns and this Grant of Easement shall be binding upon and inure to the benefit of the Grantee, and the Town and its successors and assigns. The Town's successors and assigns shall be entities eligible to hold qualified conservation restrictions under applicable federal tax law.

8. This Grant of Easement shall be subject to and interpreted pursuant to the laws of the Commonwealth of Massachusetts, and, to the extent applicable to shorefront property, also subject to the laws of the United States of America.

9. Rights retained by the Grantor(s) in and to the Easement Area shall be inferior and incidental to the conservation and recreational use of the Easement Area provided for here, and shall be valid to the extent consistent with this Grant of Easement, and only if exercised so as not to impair the conservation and recreational rights and interests conveyed to the Town hereunder. Said granted and retained rights shall exclude the right to physically alter the Easement Area, by any manual or mechanical means, in any way that would diminish the conservation and recreational purposes of this Grant of Easement. The Grantor(s) shall have the right to enforce the terms, conditions and provisions hereof by an action in equity brought in the Nantucket Superior Court of the Commonwealth of Massachusetts, and in no other courts or jurisdictions. The Grantor(s) hereby agree(s) that no such action shall be commenced unless and until the Grantor(s) shall have given thirty days written notice to the Town, itemizing and detailing with particularity the alleged acts or omissions of the Town deemed to be in material violation of the terms, conditions and/or provisions hereof. In the event that the Town shall have substantially cured such material violations and has taken reasonable measures to assure that incurable violations shall be avoided in the future, no such actions shall be commenced. However, in no event shall the Town be liable for any monetary damages based upon a violation (material or otherwise) hereof.

10. The Grantee has represented to the undersigned Grantor(s) that the Town has taken or shall promptly take all lawful measures for the Town to accept this Grant of Easement on behalf of itself and the Grantee and to undertake the Maintenance Obligation provided for herein. Grantor(s) represent(s) that he/she/they are the rightful lawful owners of the Grantors'

Land and the Easement Area and that he/she/they possess the legal authority to grant the rights in real property conveyed to Grantee under this Grant of Easement.

11. No term, covenant or provision of this Grant of Easement, nor the granting or acceptance hereof, shall be construed to be a waiver or release by Grantee or the Town of any right, title or interest it may hold relative to the Easement Area, any permanently submerged land, any coastal dune, any coastal bank or any other land affected by this Grant of Easement.

12. It is the intention of the parties that this Grant of Easement will be perpetual and permanent in duration. It is granted and accepted with the intent of integrating the Easement Area with the Coastal Conservation Land to further protect the unique, natural scenic and ecological features of the Coastal Conservation Land, and in furtherance of numerous public policies favoring public access and recreational and conservation use of shorelines and beaches on Nantucket. If for any reason this Grant of Easement shall be deemed an easement in gross or otherwise subject to sunset provisions or other principles requiring duration less than perpetual, the rights granted hereunder shall be deemed to be appurtenant to and to run with the Town's or the Land Bank's title to ocean-front land contiguous to the Easement Area, which land may be identified in Exhibit B, if any, attached hereto

13. The Grantor(s) shall be absolved from liability claims arising from accidents or injuries occurring to users of the Easement Area in accordance with the provisions of Massachusetts General Law Chapter 21, Section 17C.

14. The Grantor(s) and the Town shall not use the Easement Area in any manner detrimental to the Easement Area or inconsistent with the purposes of this Grant of Easement.

[Signatures Follow On Next Page]

In witness whereof, the undersigned Grantor(s), intending to be legally bound hereby, has/have affixed his/her/their hand(s) and seal(s) this 19th day of DECEMBER.

GRANTOR(S)

Hope H. Hall
Hope H. Hall, Trustee

Stephen J. Hall
Stephen J. Hall, Trustee

Commonwealth of Massachusetts
Nantucket County, ss

On this 19 day of December 2007, before me, the undersigned notary public, personally appeared Hope H. Hall, as Trustee of the Stephen J. Hall Qualified Personal Residence Trust, proved to me through satisfactory evidence of identification, which was ☒ photographic identification with signature issued by a federal or state governmental agency, ☐ oath or affirmation of a credible witness, ☐ personal knowledge of the undersigned, to be the person(s) whose name is signed on the preceding or attached document, and acknowledged to me that she signed it voluntarily for its stated purpose.

LAURA J. CAMACHO
Notary Public, State of New York
No. 01CA6031094
Qualified in New York County
Commission Expires Sept. 27, 09

Laura J. Camacho
Notary Public
My commission expires:

Commonwealth of Massachusetts
Nantucket County, ss

On this 19 day of December 2007, before me, the undersigned notary public, personally appeared Stephen J. Hall, as Trustee of the Hope H. Hall Qualified Personal Residence Trust, proved to me through satisfactory evidence of identification, which was ☐ photographic identification with signature issued by a federal or state governmental agency, ☐ oath or affirmation of a credible witness, ☒ personal knowledge of the undersigned, to be the person(s) whose name is signed on the preceding or attached document, and acknowledged to me that he signed it voluntarily for its stated purpose.

LAURA J. CAMACHO
Notary Public, State of New York
No. 01CA6031094
Qualified in New York County
Commission Expires Sept. 27, 09

Laura J. Camacho
Notary Public
My commission expires:

ACCEPTANCE BY THE TOWN OF NANTUCKET

Dec 26, 2007

The undersigned, constituting a majority of the Town of Nantucket Board of Selectmen, hereby acknowledge that at a meeting of the Board of Selectmen held on ~~<date>~~, the forgoing Grant of Easement was accepted pursuant to the authority of <Article ____ of the Annual or Special> Town Meeting held <date> or <Section 2.1 and 3.3 of Chapter 289 of the 1996 Acts of the General Court, pursuant to which we have directed publication of notice regarding this acceptance>.

Tom R. Wells
Mark P.
Allen B. Reinhard
Pat Rogers

Commonwealth of Massachusetts

Nantucket County

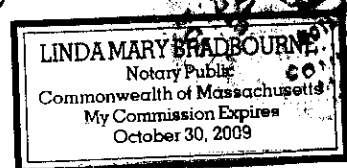
December 28, 2007

On this 28 day of December, 2007, before me, the undersigned notary public, personally appeared

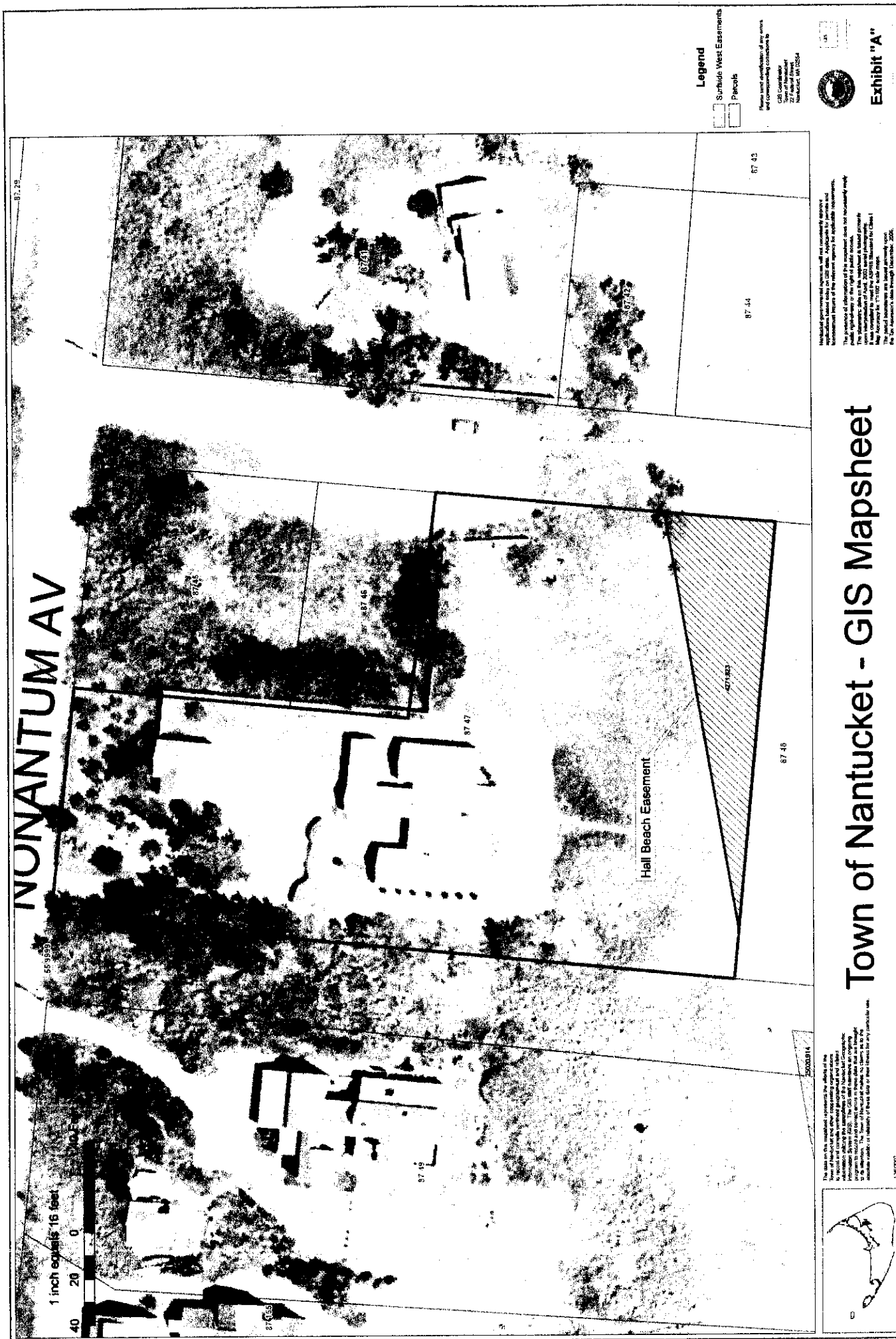
Allen B. Reinhard, Brian Chadwick, Michael
Kopko, Patricia Roggeveen

who constitute a majority of the Board of Selectmen of the Town of Nantucket, and proved to me through satisfactory evidence of identification, which was photographic identification with signature issued by a federal or state governmental agency, oath or affirmation of a credible witness, personal knowledge of the undersigned, to be the person whose name is signed on the preceding document, and acknowledged to me that they signed it voluntarily as the Board of Selectmen of the Town of Nantucket for its stated purpose.

Linda Mary Bradbourne
 Notary Public
 My Commission Expires:



DWLIBDB 217765v1
 1068/02



DOC No: 00122779

NANTUCKET COUNTY LAND COURT
REGISTRY DISTRICT

** RECEIVED FOR REGISTRATION **

On: Jan 04, 2008 at 11:12A

Document Fee: 75.00 Rec Total: \$150.00

CERTIFICATE No: 16623

TOWN OF NANTUCKET NATURAL RESOURCES DEPARTMENT

LEAH HILL, COASTAL RESILIENCE COORDINATOR
131 PLEASANT STREET
NANTUCKET, MA 02554



LHILL@NANTUCKET-MA.GOV
508-228-7200 EXT. 7603

Coastal Resilience Evaluation for 35 Nonantum (Parcel T-1)

Coastal Resilience Recommendation: “#6-4 Surfside Emergency Access Planning” is about 5 parcels to the east of this property. The recommendation is to develop an emergency access plan for the Surfside/Nonantum neighborhood to ensure access to coastal areas. The target implementation year is 2025.

Current Flooding: None according to the FEMA flood map.

Future Coastal Flooding: According to the Massachusetts Coast Flood Risk Model there are no risks of coastal flooding to the property for 2030 (Figure 1.), 2050 (Figure 2.), or 2070 (Figure 3.).

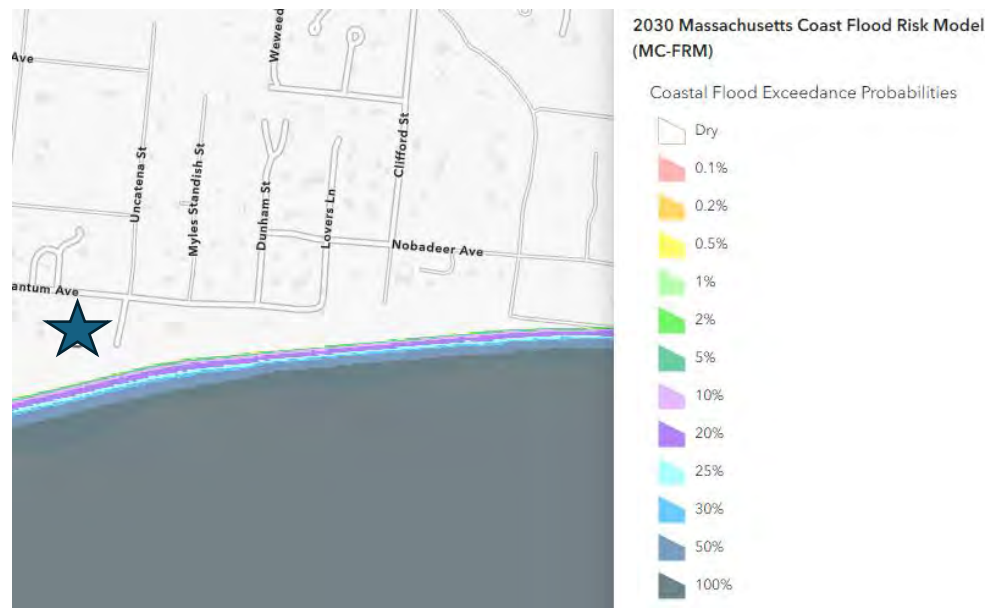


Figure 1. 2030 coastal flooding projections for 35 Nonantum Ave. (star) from the Massachusetts Coast Flood Risk Model.

TOWN OF NANTUCKET NATURAL RESOURCES DEPARTMENT

LEAH HILL, COASTAL RESILIENCE COORDINATOR
131 PLEASANT STREET
NANTUCKET, MA 02554



LHILL@NANTUCKET-MA.GOV
508-228-7200 EXT. 7603

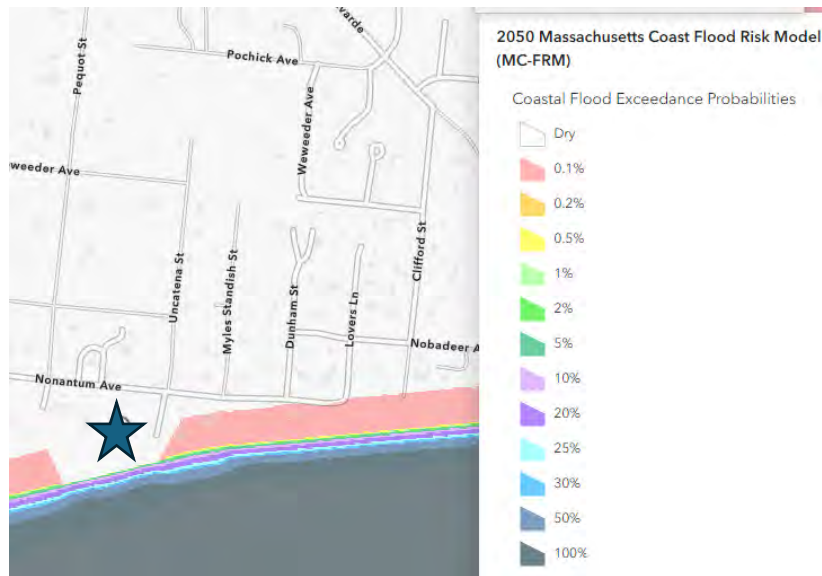


Figure 2. 2050 coastal flooding projections for 35 Nonantum Ave. (star) from the Massachusetts Coastal Flood Risk Model.

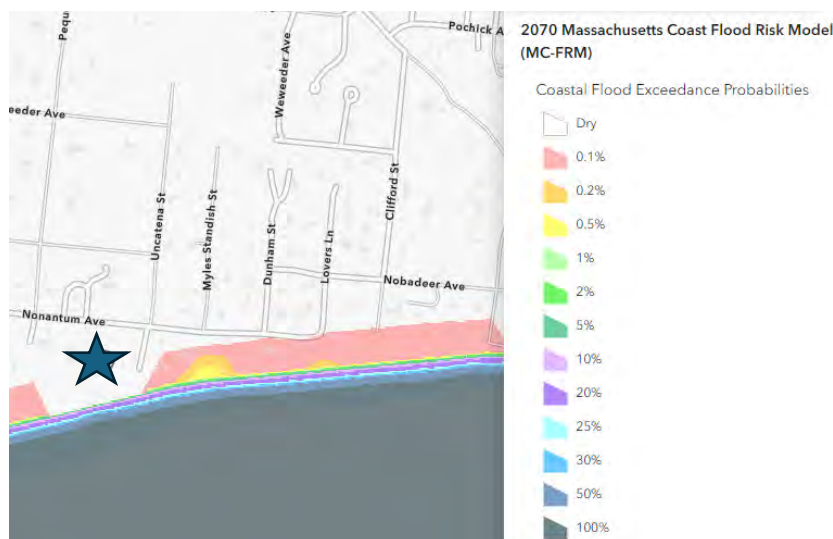


Figure 3. 2070 coastal flooding projections for 35 Nonantum Ave. (star) from the Massachusetts Coastal Flood Risk Model.

Current erosion: This property is in a current erosion zone. There is a localized erosion monitoring station that the Natural Resources measures monthly about five parcels to the east from this property. Since the station was set up in November 2021 to present day, it has lost seventy-one feet of coastal bank.

TOWN OF NANTUCKET NATURAL RESOURCES DEPARTMENT

LEAH HILL, COASTAL RESILIENCE COORDINATOR
131 PLEASANT STREET
NANTUCKET, MA 02554



LHILL@NANTUCKET-MA.GOV
508-228-7200 EXT. 7603

Future erosion: This property is in a future erosion zone according to FEMA's Coastal Erosion Hazard Map. NOAA's 2012 intermediate low sea level scenario (6.43ft by 2100) was used for this map because it is almost equivalent to the 2022 NOAA high sea level rise scenario (6.66ft by 2100). The Select Board adopted NOAA's high sea level rise scenario for planning purposes. Parts of the property fall within the 2030, 2050, and 2100 erosion projections (Figure 4).



Figure 4. FEMA erosion hazard map for 35 Nonantum Ave. Yellow is for 2030, orange for 2050, and purple for 2100.



Cert: 23605 Doc: DD
Registered: 08/10/2010 03:21 PM

DEED

CHRISTOPHER HALLENBECK AND TIMOTHY HALL, CO-TRUSTEES of the HALL TRUST F/B/O TIMOTHY HALL, located at 140 Westchester Avenue, Pound Ridge, New York 10576, CHRISTOPHER HALLENBECK AND CHRISTOPHER HALL, CO-TRUSTEES of the HALL TRUST F/B/O CHRISTOPHER HALL, located at 1515 East 9th Avenue, Denver, Colorado 80218-3560, and CHRISTOPHER HALLENBECK AND PETER HALL, CO-TRUSTEES of the HALL TRUST F/B/O PETER HALL, located at 210 East 73rd Street, #6A, New York, New York 10021, as tenants-in-common, GRANTOR,

for consideration paid, the receipt and sufficiency of which is hereby acknowledged, hereby grants unto

SURFSIDE PROPERTIES, LLC, GRANTEE, a Massachusetts limited liability company, c/o 210 East 73rd Street, Apt. 6A, New York, NY 10021, pursuant to the trustee powers found in Article IX, Section P(1) of both the Stephen J. Hall Qualified Personal Residence Trust u/d/t dated 12/13/94, registered as Document #66962 with the Nantucket Registry of the Land Court and the Hope H. Hall Qualified Personal Residence Trust u/d/t dated 12/13/94, registered as Document #66964 with said Registry.

with QUITCLAIM COVENANTS.

GRANTORS' interest in that certain parcel of land, together with all buildings and structures thereon, in Nantucket Town and County, Commonwealth of Massachusetts, now known and numbered as 35 Nonantum Avenue, and bounded and described as follows:

NORTHERLY by the southerly line of Nonantum Avenue, one hundred and 36/100 (100.36) feet;

EASTERLY by lands now or formerly of the inhabitants of Town of Nantucket and of Mary M. Wadsworth, one hundred fifty and 14/100 (150.14) feet;

NORTHERLY by said land now or formerly of Mary M. Wadsworth, one hundred (100.00) feet;

EASTERLY by Wannacommet Street, one hundred forty-nine and 86/100 (149.86) feet;

SOUTHERLY by land of Owners Unknown, two hundred and 36/100 (200.36) feet; and

WESTERLY by Masquetuck Street, three hundred (300.00) feet.

Said land is shown on Land Court Plan 40795-A, a copy of a portion of which is filed with Certificate of Title No. 12,981 at the Nantucket Registry District.

So much of said land as is included within the limits of said Wannacommet Street and Masquetuck Street is subject to the rights of all persons lawfully entitled thereto in and over the same, and there is appurtenant to said land the right to use Wannacommet Street and Masquetuck Street, as shown on said plan, to and from said land and Nonantum Avenue, in

common with all other persons lawfully entitled thereto.

Being the same premises conveyed to the Grantor herein by deed dated of even date herewith from CHRISTOPHER HALLENBECK, TRUSTEE of the HOPE H. HALL QUALIFIED PERSONAL RESIDENCE TRUST U/A/D/ 12/13/94 and recorded in the Nantucket Registry District Doc. immediately prior hereto as to a one-half (1/2) interest and by deed of even date herewith from CHRISTOPHER HALLENBECK, TRUSTEE of the STEPHEN J. HALL QUALIFIED PERSONAL RESIDENCE TRUST U/A/D 12/13/94 and recorded in the Nantucket Registry District Doc. immediately prior hereto as to the other one-half (1/2) interest.

This transfer is made for no monetary consideration, as a transfer to a limited liability company as a mere change of identity. The beneficial owners of the GRANTOR are the members of the GRANTEE limited liability company, holding the same interests before and after the transfer.

For title, see Certificate of Title Nos. 23604 at the Nantucket Registry District.

Executed and sealed this 26th day of ~~April~~^{May}, 2010.

THE HALL TRUST F/B/O TIMOTHY HALL

Christopher Hallenbeck
By: Christopher Hallenbeck, Co-Trustee

Timothy S. Hall
By: Timothy Hall, Co-Trustee

THE HALL TRUST F/B/O CHRISTOPHER HALL

Christopher Hallenbeck
By: Christopher Hallenbeck, Co-Trustee

Christopher D. Hall
By: Christopher Hall, Co-Trustee

NANTUCKET LAND BANK CERTIFICATE	
☐ Paid \$	
☒ Exempt	<u>1/d</u>
☐ Non-applicable	
No.	<u>30920</u> <u>8/10/10</u>
Authorization	<u>[Signature]</u>

THE HALL TRUST F/B/O PETER HALL

Christopher Hallenbeck
By: Christopher Hallenbeck, Co-Trustee

Peter J. Hall
By: Peter Hall, Co-Trustee

Acknowledgement

STATE OF COLORADO)
) ss:
 COUNTY OF DENVER)

On this 25 day of ^{May}~~April~~, 2010, before me personally appeared CHRISTOPHER HALL, to me known to be the person described in and who executed the foregoing instrument, and acknowledged that he executed the same as his free act and deed.

Christopher P Hall

Notary Public

Print Name: Tonya mazurek

My commission expires: 1-25-2014

Tonya mazurek

Acknowledgement

STATE OF NEW YORK)
) ss:
 COUNTY OF NEW YORK)

On this 26 day of ^{May}~~April~~, 2010, before me personally appeared PETER HALL, to me known to be the person described in and who executed the foregoing instrument, and acknowledged that he executed the same as his free act and deed.

[Signature]

Notary Public

Print Name: Zakia Benzoubeier

My commission expires:

3-4-2014

ZAKIA BENZOUBEIER
 NOTARY PUBLIC, STATE OF NEW YORK
 No. 01860218313
 QUALIFIED IN QUEENS COUNTY
 COMMISSION EXPIRES MARCH 1, 2014

Acknowledgement

STATE OF CALIFORNIA)
) ss:
 COUNTY OF ORANGE)

On this __ day of April, 2010, before me personally appeared CHRISTOPHER HALLENBECK, to me known to be the person described in and who executed the foregoing instrument, and acknowledged that he executed the same as his free act and deed.

Notary Public

Print Name: KIRZ Riddle

SEE ATTACHED
ACKNOWLEDGMENT

My commission expires:

Aug 23, 2011

Acknowledgement

STATE OF NEW YORK)
) ss:
 COUNTY OF WESTCHESTER)

On this ¹⁷~~17~~ day of ^{May}~~April~~, 2010, before me personally appeared TIMOTHY HALL, to me known to be the person described in and who executed the foregoing instrument, and acknowledged that he executed the same as his free act and deed.



Notary Public

Print Name: JAMES COLLEARY

My commission expires:

JAMES M. COLLEARY
 Notary Public, State of New York
 No. 52-4600543
 Qualified in Suffolk County
 Certificate Filed in New York County
 Commission Expires Nov. 30, 2011

CALIFORNIA ALL-PURPOSE CERTIFICATE OF ACKNOWLEDGMENT

State of California

County of Orange

On May 3, 2010 before me, Kira Riddle, Notary Public
(Here insert name and title of the officer)
 personally appeared Christopher Hallenbeck

who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Kira Riddle
 Signature of Notary Public



(Notary Seal)

ADDITIONAL OPTIONAL INFORMATION

DESCRIPTION OF THE ATTACHED DOCUMENT

Deed

(Title or description of attached document)

(Title or description of attached document continued)

Number of Pages _____ Document Date _____

(Additional information)

CAPACITY CLAIMED BY THE SIGNER

- ☐ Individual (s)
☐ Corporate Officer

(Title)

- ☐ Partner(s)
☐ Attorney-in-Fact
☐ Trustee(s)
☐ Other _____

INSTRUCTIONS FOR COMPLETING THIS FORM

Any acknowledgment completed in California must contain verbiage exactly as appears above in the notary section or a separate acknowledgment form must be properly completed and attached to that document. The only exception is if a document is to be recorded outside of California. In such instances, any alternative acknowledgment verbiage as may be printed on such a document so long as the verbiage does not require the notary to do something that is illegal for a notary in California (i.e. certifying the authorized capacity of the signer). Please check the document carefully for proper notarial wording and attach this form if required.

- State and County information must be the State and County where the document signer(s) personally appeared before the notary public for acknowledgment.
- Date of notarization must be the date that the signer(s) personally appeared which must also be the same date the acknowledgment is completed.
- The notary public must print his or her name as it appears within his or her commission followed by a comma and then your title (notary public).
- Print the name(s) of document signer(s) who personally appear at the time of notarization.
- Indicate the correct singular or plural forms by crossing off incorrect forms (i.e. he/she/they, is /are) or circling the correct forms. Failure to correctly indicate this information may lead to rejection of document recording.
- The notary seal impression must be clear and photographically reproducible. Impression must not cover text or lines. If seal impression smudges, re-seal if a sufficient area permits, otherwise complete a different acknowledgment form.
- Signature of the notary public must match the signature on file with the office of the county clerk.
 - ✦ Additional information is not required but could help to ensure this acknowledgment is not misused or attached to a different document.
 - ✦ Indicate title or type of attached document, number of pages and date.
 - ✦ Indicate the capacity claimed by the signer. If the claimed capacity is a corporate officer, indicate the title (i.e. CEO, CFO, Secretary).
- Securely attach this document to the signed document

DOC No: 00131133

NANTUCKET COUNTY LAND COURT
REGISTRY DISTRICT

** RECEIVED FOR REGISTRATION **

On: Aug 10, 2010 at 03:21P

Document Fee: 125.00 Rec Total: \$525.00

CERTIFICATE No: 23605

Also noted on CERT 23,604

Transfer Certificate of Title

Cert No:23605
Doc No:131133

From Transfer

Certificate No. 23604 Originally Registered August 10, 2010 at the Registry District of Nantucket County

This is to Certify that

SURFSIDE PROPERTIES, LLC, a Massachusetts limited liability company

of c/o 210 East 73rd Street, Apt. 6A, New York in the State of New York 10021 is the owner, in fee simple, of that land situated in Nantucket, in the County of Nantucket and Commonwealth of Massachusetts, bounded and described as follows:

NORTHERLY by the southerly line of Nonantum Avenue, one hundred and 36/100 (100.36) feet;
EASTERLY by lands now or formerly of the Inhabitants of the Town of Nantucket and of Mary M. Wadsworth, one hundred fifty and 14/100 (150.14) feet;
NORTHERLY by said land now or formerly of Mary M. Wadsworth, one hundred (100) feet;
EASTERLY by Wannacomet Street, one hundred forty-nine and 86/100 (149.86) feet;
SOUTHERLY by land of Owners Unknown, two hundred and 36/100 (200.36) feet; and
WESTERLY by Masquetuck Street, three hundred (300) feet.

All of said boundaries are determined by the Court to be located as shown upon plan numbered 40795-A, drawn by Josiah S. Barrett, Surveyor, dated August 9, 1980, filed with Certificate of Title No. 12,981 at the Registry District of Nantucket County.

So much of the land hereby registered as is included within the limits of said Wannacomet Street and Masquetuck Street is subject to the rights of all persons lawfully entitled thereto in and over the same, and there is appurtenant to the land hereby registered the right to use Wannacomet Street and Masquetuck Street, as shown on said plan, to and from said land and Nonantum Avenue, in common with all other persons lawfully entitled thereto.

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

SURFSIDE PROPERTIES, LLC

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 as aforesaid.

Witness KARYN F. SCHEIER, Esquire, Chief Justice of the Land Court, at Nantucket in said County of Nantucket the tenth day of August in the year two thousand and ten at 3 o'clock and 21 minutes in the afternoon.

Jennifer H. Ferreira

Attest, with the Seal of said Court,

Jennifer H. Ferreira, Assistant Recorder

Purported Property Address: 35 Nonantum Avenue

Land Court Case No. 40795

CERTIFICATE OF TITLE NO. 23605

PART OF FEE
IN STREET
LOT 40795-A FILED
ON PLAN No. 12981 HAS
WITH CERTIFICATE No. 40795-B
BEEN SUBDIVIDED AND PLAN No. 23605
SHOWING SUCH CHANGES IS FILED WITH
CERTIFICATE NO. 23605
FURTHER CERTIFICATES FOR SAID LOT PART OF
FEE IN STREET ON SAID EARLIER PLAN WILL
NOT BE ISSUED UNLESS AUTHORIZED BY
THE COURT. (NOW LOTS PARCEL T-1)

THIS PLAN IS SUBJECT TO AN ORDER OF COURT.
ACCEPT NO INSTRUMENTS FOR RECORDING PRIOR TO
AN ISSUANCE & REGISTRATION OF THE ORDER doc 176529

Transfer Certificate of Title

Cert No: 29124
Doc No: 176529

From Transfer
Certificate No. 23605 Originally Registered August 10, 2010 at the Registry District of Nantucket County

This is to Certify that

TOWN OF NANTUCKET, a Massachusetts Municipal Corporation

of 16 Broad Street, Nantucket in the County of Nantucket and the Commonwealth of Massachusetts, 02554 is the owner, in fee simple, of that land situated in Nantucket, in the County of Nantucket and said Commonwealth, described as follows:

Parcel T-1 on Land Court Plan 40795-B, drawn by Nantucket Surveyors, LLC, Surveyors, dated May 9, 2011 and filed with Certificate of Title No. 23,605 at the Registry District of Nantucket County.

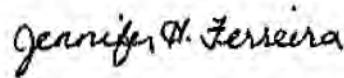
And it is further certified that said land is under the operation and provisions of Chapter 185 of the General Laws, and that the title of said

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 as aforesaid.

Any term in any instrument or document affecting anyone's right, title or interest in the lands affected by this certificate of title that purports to forbid or restrict the conveyance, encumbrance, occupancy, or lease of such lands to individuals of a specified race, color, religion, national origin or sex is void. Any condition, restriction or prohibition, including a right of entry or a possibility of reverter, contained in any instrument or document affecting anyone's right, title or interest in such lands that directly or indirectly limits the use for occupancy of real property on the basis of race, color, religion, national origin or sex is void, excepting a limitation on the basis of religion on the use of real property held by a religious or denominational institution or organization or by an organization operated for charitable or educational purposes which is operated, supervised or controlled by or in connection with a religious organization.

Witness **GORDON H. PIPER**, Esquire, Chief Justice of the Land Court, at Nantucket in said County of Nantucket the twenty-second day of February in the year two thousand and twenty-three at 11 o'clock and 39 minutes in the forenoon.

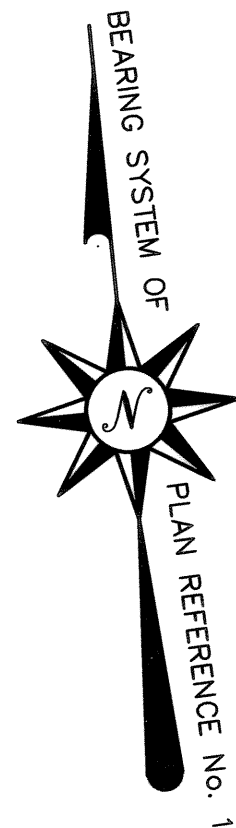
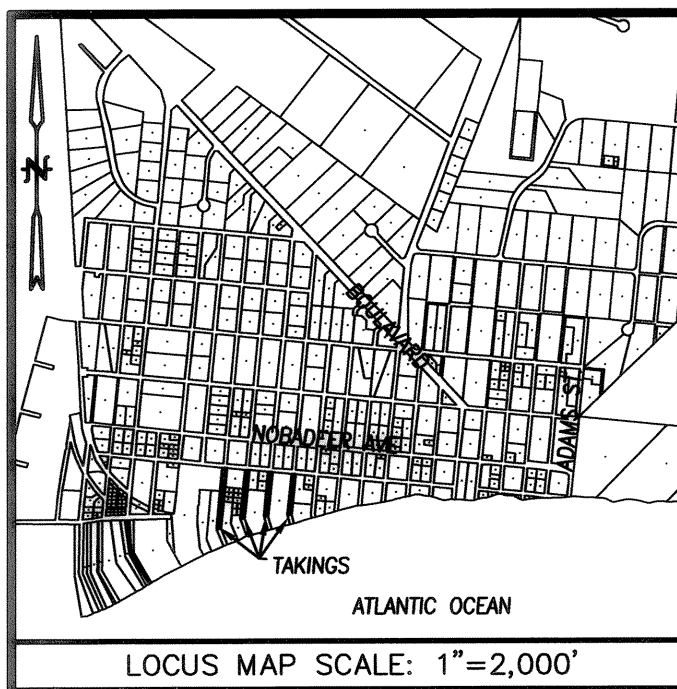


Attest, with the Seal of said Court,

Jennifer H. Ferreira, Assistant Recorder

Land Court Case No. 40795

CERTIFICATE OF TITLE NO. **29124**

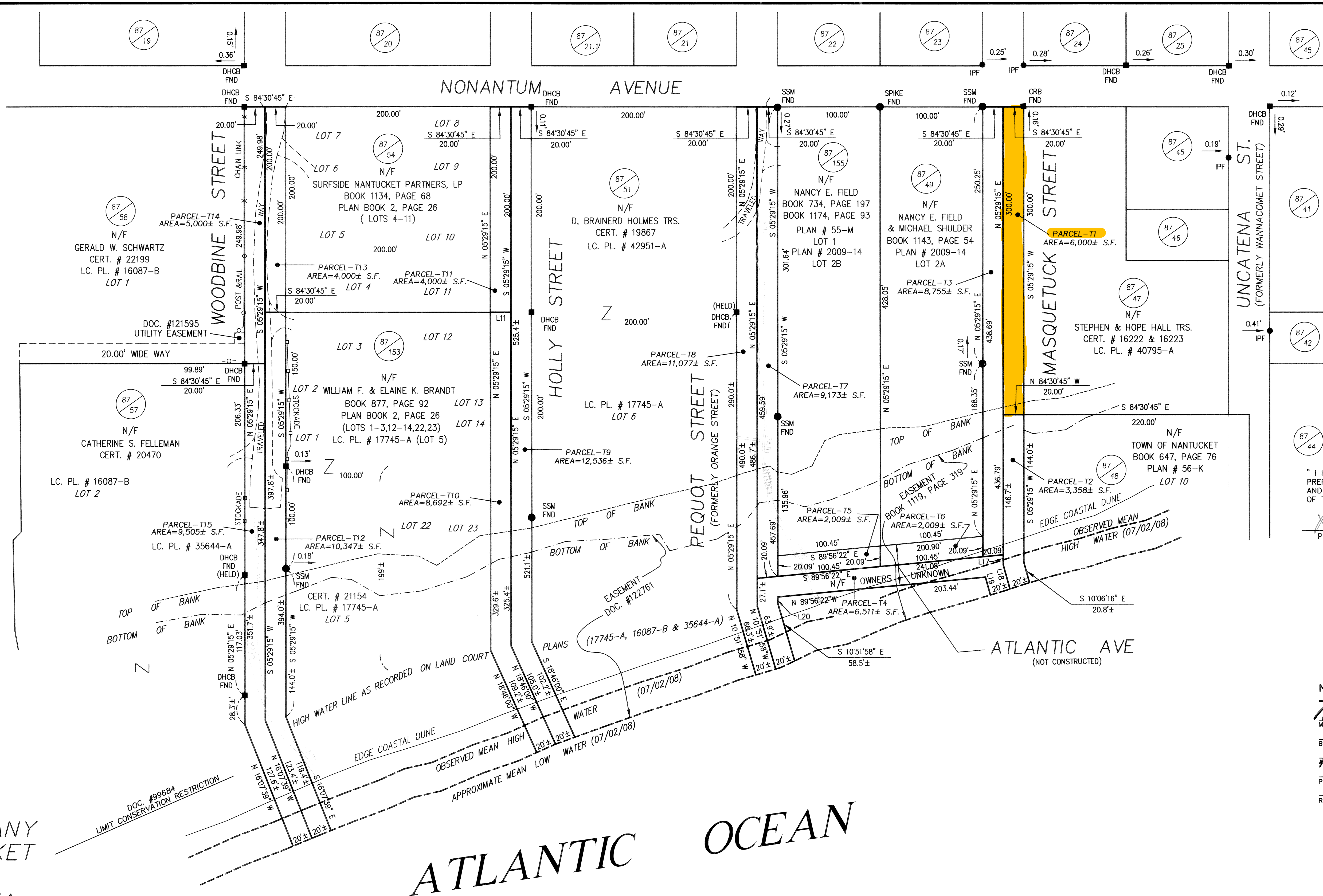
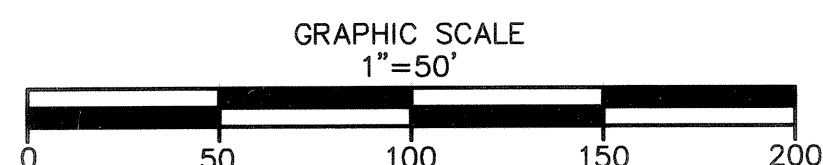


	BEARING	DISTANCE
L11	S84°30'45"E	20.00'
L17	S05°29'15"W	10.0'±
L18	S10°06'16"E	24.3'±
L19	N10°06'16"W	18.1'±
L20	S05°29'15"W	6.1'±

PLAN TO ACCOMPANY
TOWN OF NANTUCKET
LAND TAKINGS
IN SURFSIDE AREA
PREPARED FOR
TOWN OF NANTUCKET

SCALE: 1" = 50' DATE: APRIL 10, 2009

NANTUCKET SURVEYORS, LLC.
5 WINDY WAY
NANTUCKET, MA. 02554
(508)- 228-0240



1/1 DENOTES ASSESSORS MAP AND PLOT

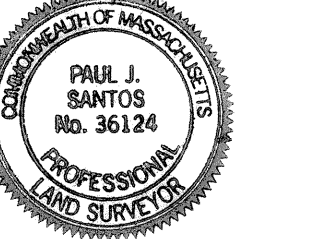
MAP & PLOT	PARCEL NO.	AREA (S.F.±)	OWNER	MAILING ADDRESS
87-47	T1	6,000	STEPHEN & HOPE HALL, TRS.	MEAD STREET, WACCABUC, NY 10597
87-48	T2	3,358	TOWN OF NANTUCKET	16 BROAD STREET, NANTUCKET, MA 02554
87-49	T3	8,755	NANCY E. FIELD & MICHAEL SHULDER	98 VALLEY ROAD NW, ATLANTA, GA 30305
N/A	T4	6,511	OWNERS UNKNOWN	N/A
87-155	T5	2,009	NANCY E. FIELD	98 VALLEY ROAD NW, ATLANTA, GA 30305
87-49	T6	2,009	NANCY E. FIELD & MICHAEL SHULDER	98 VALLEY ROAD NW, ATLANTA, GA 30305
87-155	T7	9,173	NANCY E. FIELD	98 VALLEY ROAD NW, ATLANTA, GA 30305
87-51	T8	11,077	D. BRAINERD HOLMES TRS.	166 EDMUNDS ROAD, WELLESLEY HILLS, MA 02481
87-51	T9	12,536	D. BRAINERD HOLMES TRS.	166 EDMUNDS ROAD, WELLESLEY HILLS, MA 02481
87-153	T10	8,692	WILLIAM F. & ELAINE K. BRANDT	201 FOX MEADOW LANE, WINCHESTER, VA 22602
87-54	T11	4,000	SURFSIDE NANTUCKET PARTNERS, LP	53 ALFRED DROWNE ROAD, BARRINGTON, RI 02806
87-153	T12	10,347	WILLIAM F. & ELAINE K. BRANDT	201 FOX MEADOW LANE, WINCHESTER, VA 22602
87-54	T13	4,000	SURFSIDE NANTUCKET PARTNERS, LP	53 ALFRED DROWNE ROAD, BARRINGTON, RI 02806
87-58	T14	5,000	GERALD W. SCHWARTZ	C/O ONEX CORP., 161 BAY STREET, STE. 4900, TORONTO, ONTARIO, CANADA M5J 2S1
87-57	T15	9,505	CATHERINE S. FELLEMAN	1136 FIFTH AVENUE, NEW YORK, NY 10028-1300

- PLAN REFERENCES AND NOTES:
- "PLAN OF TAKING FOR NANTUCKET COUNTY COMMISSIONERS OF NONANTUM AVENUE IN NANTUCKET, MASS." DATED MARCH 20 1974 FILED AS PLAN NO. 5-C IN THE NANTUCKET COUNTY REGISTRY OF DEEDS.
 - 1952 COUNTY LAYOUT DATED AUGUST 6 1952 SCALE : 1" = 200' JOSIAH S. BARRETT, ENG. (NOT TAKEN), PLAN BOOK 3, PAGE 69 & PLAN BOOK 3, PAGE 71
 - LAND COURT CASE No. 16087-A
 - LAND COURT CASE No. 16087-B
 - LAND COURT CASE No. 16854-A
 - LAND COURT CASE No. 17745-A
 - LAND COURT CASE No. 35644-A
 - LAND COURT CASE No. 40795-A
 - LAND COURT CASE No. 42951-A
 - PLAN BOOK 2, PAGE 26
 - PLAN NO. 55-M
 - PLAN NO. 56-K
 - SEE ALSO PLAN BY NANTUCKET SURVEYORS, INC. ENTITLED "PLAN OF ROAD TAKINGS IN SURFSIDE AREA" DATED JANUARY 11, 1999; REVISED JULY 13, 1999.

NANTUCKET REGISTRY OF DEEDS
Date 06.03.2009
Time 10:16 AM
Plan BK. PG.
Plan File No. 2009-24
Attest: *[Signature]* Register
SHEET 1 OF 1
RESERVED FOR REGISTRY USE ONLY

2009 060300024
Bk: Pg: 0 Page: 0
Doc: PLAN 06/03/2009 10:16 AM

"I HEREBY CERTIFY THAT THIS PLAN HAS BEEN PREPARED IN ACCORDANCE WITH THE RULES AND REGULATIONS OF THE REGISTERS OF DEEDS OF THE COMMONWEALTH OF MASSACHUSETTS."
[Signature] 4/10/09
PROFESSIONAL LAND SURVEYOR DATE



NANTUCKET BOARD OF SELECTMEN
[Signature] MICHAEL KOPKO, CHAIRMAN
[Signature] BRADY HADWICK
[Signature] JAMES JENNARD
[Signature] PATRICIA RODGVEEN
[Signature] RICK ATHERTON

DATE

PLANNING BOARD ENDORSEMENT DOES NOT CONSTITUTE A DETERMINATION OF CONFORMANCE UNDER ZONING.

NANTUCKET PLANNING BOARD
APPROVAL UNDER THE SUBDIVISION CONTROL LAW NOT REQUIRED

BARRY RECTOR, CHAIRMAN
[Signature] SYLVIA HOWARD, VICE-CHAIRWOMAN
[Signature] NATHANIEL LOWELL
[Signature] JOHN MCLAUGHLIN
[Signature] LINDA WILLIAMS
DATE APPROVED 5-11-2009
DATE SIGNED 05-11-2009
FILE NO. P223



**THE TRIAL COURT OF MASSACHUSETTS
LAND COURT**

Three Pemberton Square
Boston, MA 02108
TEL: (617) 788-7470

Title Examination Department

Landcourt.Title@jud.state.ma.us



Cert: 29124 Doc: OFNC
Registered: 02/22/2023 11:39 AM

**LAND COURT REGISTERED LAND
ORDER OF COURT**

This electronically mailed ORDER OF COURT is to be registered with the Registered Land Registry District in accordance with the Chief Title Examiner's Memorandum dated August 3, 2021, for the processing of Subsequent to Registration (SBQ) cases and Condominium approvals.

Case No.: 19 SBQ 40795 10 - 001

Upon the amended complaint of the Town of Nantucket, through Town counsel, and Surfside Properties, LLC, through counsel (collectively hereinafter the "Plaintiffs"), alleging that:

1. Certificate of Title No. 23605, issued by the Nantucket Registry District, stands in the name of Plaintiff Surfside Properties, LLC, a Massachusetts limited liability company, for property located in Nantucket, shown on Land Court Plan No. 40795^A (hereinafter the "Property").
2. In part, Land Court Plan No. 40795^A, depicts a way identified as "Masquetuck Street" that is adjacent and contiguous to the land shown on Land Court Plan No. 40795^A on the west side for three-hundred (300.00) feet.
3. In part, Certificate of Title No. 23605 is encumbered by an "ORDER OF TAKING BY EMINENT DOMAIN OF PORTIONS OF MASQUETUCK STREET AND ATLANTIC AVENUE," by the Town of Nantucket, by its Board of Selectmen, adopted on May 27, 2009, and registered on June 3, 2009, as Document No. 127326 (the "Order of Taking").¹
4. The Order of Taking by eminent domain was in fee simple.
5. The Plaintiff, Town of Nantucket, complied with the provisions of G.L. c. 79, as amended, relative to the Order of Taking.

¹ The Order of Taking was also recorded in Book 1186, Page 98.



**THE TRIAL COURT OF MASSACHUSETTS
LAND COURT**

Three Pemberton Square
Boston, MA 02108
TEL: (617) 788-7470

Title Examination Department

Landcourt.Title@jud.state.ma.us

6. Plaintiff, Surfside Properties, LLC, through counsel, has filed with the Survey Division of the Land Court, Plan No. 40795^B. Said plan delineates:

- i.) Parcel T-1 as the land subject to the Order of Taking; and
- ii.) The elimination of that portion of Masquetuck Street shown as Parcel T-1.

Wherefore, the Plaintiffs, through counsel, pray that said Order of Taking be recognized and approved, that the portion of Masquetuck Street comprising Parcel T-1 be eliminated, that Plan No. 40795^B be approved, and that a new certificate of title in the name of the Town of Nantucket be issued for Parcel T-1, on Land Court Plan No. 40795^B.

It is ORDERED:

that pursuant to the Order of Taking, that portion of Masquetuck Street shown as Parcel T-1, is eliminated.

It is **FURTHER ORDERED**: that Land Court Plan No. 40795^B be and is hereby approved.

It is **FURTHER ORDERED**: that this Order of Court be registered and noted on Certificate of Title No. 23605.

It is **FURTHER ORDERED**: that a new certificate of title for Parcel T-1, as shown on Land Court Plan No. 40795^B be issued to the Town of Nantucket, a Massachusetts Municipal Corporation, with an address of 16 Broad Street, Nantucket, MA 02554.

BY THE COURT (Foster, J.)

/s/ Robert B. Foster

DATED February 14, 2023	ATTEST /s/ Deborah J. Patterson, Recorder
APPROVED FOR REGISTRATION BY THE COURT	TITLE EXAMINER SIGNATURE /s/ John M. Tilley, Esq.

DOC No: 00176529

NANTUCKET COUNTY LAND COURT
REGISTRY DISTRICT

** RECEIVED FOR REGISTRATION **

On: Feb 22, 2023 at 11:39A

Document Fee: 155.00 Rec Total: \$260.00

CERTIFICATE No: 29124

Also noted on CERT 23605



TOWN OF NANTUCKET

Criteria Checklist for Proposed Expansion of the Sewer District

Checklist Preamble:

The purpose of this checklist is to implement the policy that access to centralized wastewater treatment systems should be evaluated based on objective criteria. The following principles support that policy:

1. The use of wastewater treatment facilities should be optimized to support environmental and public health goals, while also maintaining the traditional appearance of Nantucket's neighborhoods.
2. Private property development and use is managed through zoning, rather than access to public water and centralized wastewater treatment.
3. The following criteria will be used to evaluate applications to expand the sewer districts:
 - Is adequate WWTF capacity available?
 - Do on-site (septic) systems perform well and fit in the neighborhood?
 - Does the application comply with Master Planning and Zoning?
 - Is the proposed expansion a valuable addition to the existing sewer system?
 - Is the proposed expansion adequately funded?

ARTICLE 13

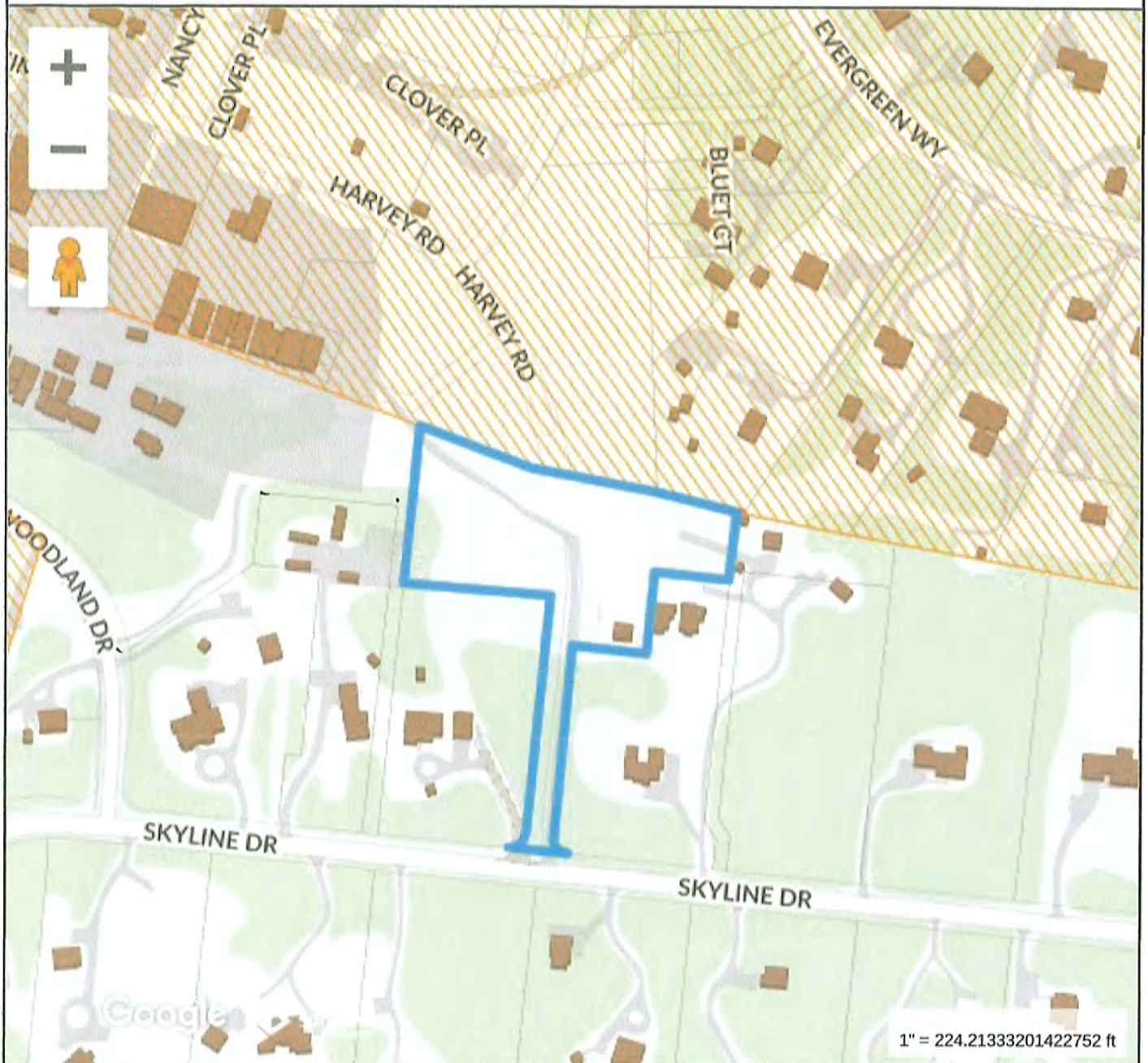
(Bylaw Amendment: Board of Sewer Commissioners/Town Sewer District Map Change - 44 Skyline Drive)

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)

**Property Information**

Property ID 190707
Location 44 SKYLINE DR
Owner CLAY STREET DEVELOPMENT LLC

**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 02/08/2024
Data updated Jan. 2021

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

CHECKLIST

CRITERIA TO EVALUATE NON-NEEDS AREA PROPERTIES FOR ENTRY INTO THE SEWER DISTRICT

Property Address to be added to the Sewer District: **Special Town Meeting 2024 ARTICLE 13**
(Bylaw Amendment: Board of Sewer Commissioners/Sewer District Map Change – (44 Skyline Dr.)

1. Capacity:

☐ Yes ☒ No Is there adequate capacity in the sewer system pipes/pump stations, etc.?

This property is NOT within a listed needs area as shown in the 2004 and 2014 CWMP. (When the Richmond project was constructed it was not designed with the capacity for any properties outside of the project boundaries)

☐ Yes ☒ No Is there adequate capacity in the WWTP?

This property was not calculated in any future flows in the CWMP's

2. Septic System Criteria:

☐ Yes ☒ No Is the system hydraulically failed according to the Local Board of Health Regulations?

☐ Yes ☒ No Is the system technically failed according to the Local Board of Health Regulations?

☐ Yes ☒ No A septic system conforming to Local Board of Health Regulations cannot be installed on the property? (Correct = yes)

☐ Yes ☒ No Are soil structure/ground water elevations problematic?

☐ Yes ☒ No Is the existing or proposed septic system within 100 feet of a resource area?

☐ Yes ☒ No Is an alternative septic system is required?

3. Zoning and Land Use:

☐ Yes ☒ No Does the property comply with the 2009 Master Plan?

☐ Yes ☒ No Is this an affordable housing project under Chapter 40B or 40R?

☐ Yes ☒ No Is the Lot size less than 40,000 sq ft?

☒ Yes ☐ No Is the property within one of the following Overlay districts: Well head, Nantucket Harbor, Town, Madaket Harbor, Hummock Pond watershed (Miacomet watershed may be added after pond study) **Parcel is within the zone II WHPZ**

4. Sewer system:

☒ Yes ☐ No Is the property location contiguous to the existing sewer district?

☐ Yes ☒ No Does the number of properties which would be served by the extension exceed 5?

☐ Yes ☒ No Does this sewer extension have potential for future extension of the sewer collection system?

5. Financial:

☐ Yes ☐ No Is the sewer being extended to the Town's specifications? **UNK No plans provided**

☐ Yes ☐ No Will the proponent be providing alternative public access to the public sewer such as through easements or the construction of pump stations or mains sized for additional connections? **UNK**

TOTAL YES Answers (must equal or exceed 9 for a positive recommendation): 2

This Parcel does not meet the 9 required for a positive recommendation this same parcel was not approved at a prior ATM 22 Article 74.

DCG-NSD- Review 07-09-24

ARTICLE 14

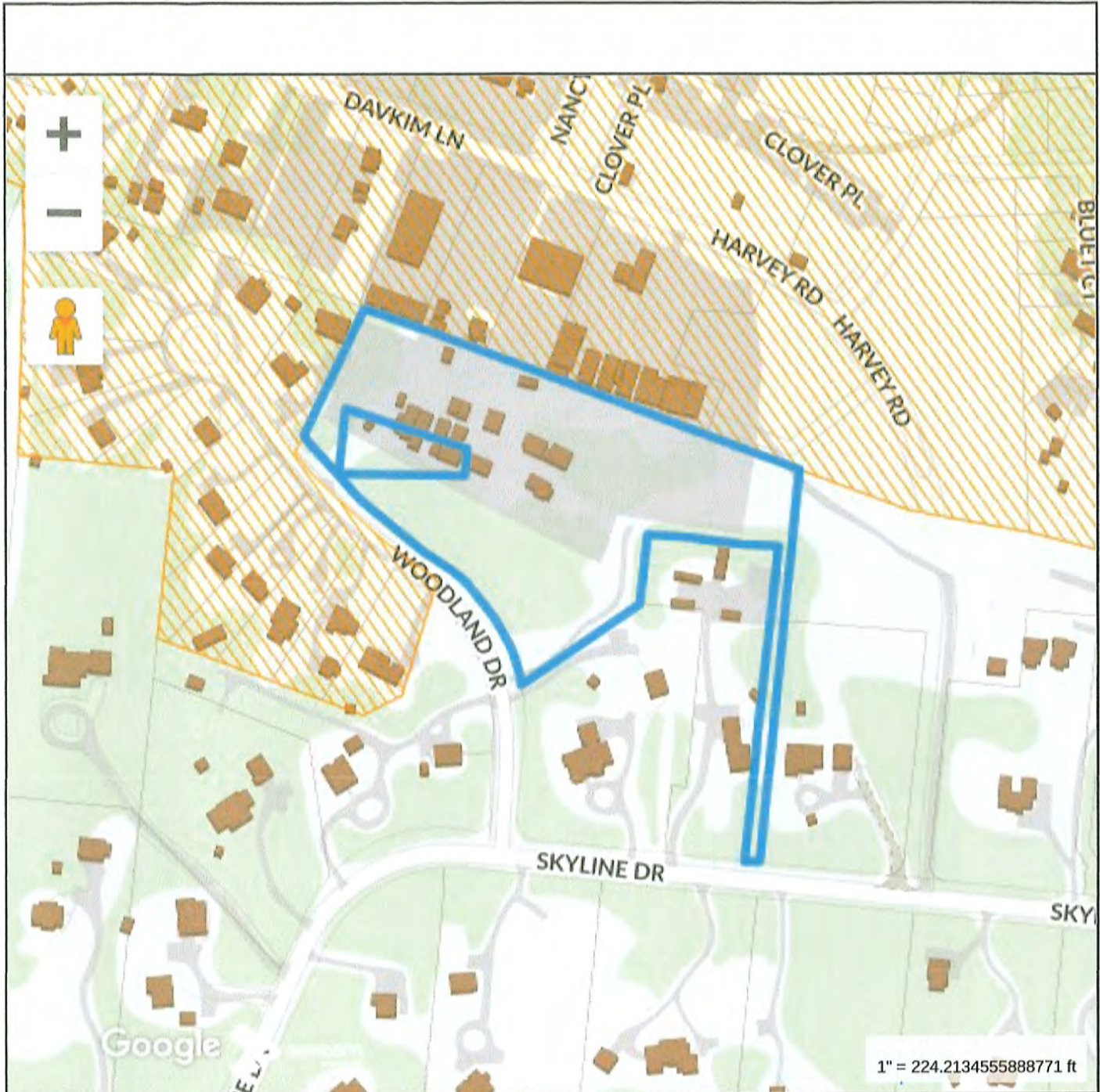
(Bylaw Amendment: Board of Sewer Commissioners/Town Sewer District Map Change - 13 and 13A Woodland Drive)

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)



1" = 224.2134555888771 ft

Property Information

Property ID 7450
Location 13 WOODLAND DR
Owner GLOWACKI WALTER J

**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 02/08/2024
Data updated Jan. 2021

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



TOWN OF NANTUCKET

Criteria Checklist for Proposed Expansion of the Sewer District

ARTICLE 14

(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 (Siasconset 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.

Map	Lot	Number	Street
79	208	13	Woodland Drive
79	8	13A	Woodland Drive

Or to take any other action related thereto.

(Stephen Maury, et al)

CHECKLIST

CRITERIA TO EVALUATE NON-NEEDS AREA PROPERTIES FOR ENTRY INTO THE SEWER DISTRICT

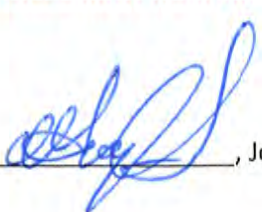
Property Address to be added to the Sewer District

ARTICLE 14

(Bylaw Amendment: Board of Sewer Commissioners/Town Sewer District Map Change – 13 and 13A Woodland Drive)

Yes, No ☒ there is NOT adequate capacity in the sewer system pipes/pump stations, etc.?

The proposed project is NOT within any listed needs area as proposed in the 2004 and 2014 CWMP's. This is a large subdivision proposed that would impact the Southvalley Naushop pump station with flows that were not calculated in the pump station upgrades which has already been awarded to a contractor for this coming construction season. This newly proposed area would need to be looked at to see if the privately installed sewers within the Richmond Development has capacity. The Surfside facility is also undergoing final designs for an upgrade that does NOT include flows from outside listed needs areas.

DCG , John Hedden , Megan Trudel _____

Yes ☐ No ☒ Is their adequate capacity in the WWTP?

This area was NOT calculated in 2004 nor the 2014 CWMP flows and listed needs Areas. This area is NOT within a needs area.

1. Septic System Criteria:

- ☐ Yes ☒ No Is the system hydraulically failed according to the Local Board of Health Regulations?
- ☐ Yes ☒ No Is the system technically failed according to the Local Board of Health Regulations?
- ☐ Yes ☒ No A septic system conforming to Local Board of Health Regulations cannot be installed on the property? (Correct = yes)
- ☐ Yes ☒ No Are soil structure/ground water elevations problematic?
- ☒ Yes ☒ No Is the existing or proposed septic system within 100 feet of a resource area?
- ☐ Yes ☒ No Is an alternative septic system is required?

2. Zoning and Land Use:

- Yes ☐ No ☒ Does the property comply with the 2009 Master Plan?
- ☐ Yes ☒ No Is this an affordable housing project under Chapter 40B or 40R?
- ☐ Yes ☒ No Is the Lot size less than 40,000 sq ft?
- ☐ Yes ☒ No Is the property within one of the following Overlay districts: Well head, Nantucket Harbor, Town, Madaket Harbor, Hummock Pond watershed (Miacomet watershed may be added after pond study)

3. Sewer system:

- ☒ Yes ☐ No Is the property location contiguous to the existing sewer district?
- ☒ Yes ☐ No Does the number of properties which would be served by the extension exceed 5?
- ☒ Yes ☐ No Does this sewer extension have potential for future extension of the sewer collection system?

4. Financial:

- ☒ Yes ☐ No Is the sewer being extended to the Town's specifications?
- ☒ Yes ☐ No Will the proponent be providing alternative public access to the public sewer such as through easements or the construction of pump stations or mains sized for additional connections?

TOTAL YES Answers (must equal or exceed 9 for a positive recommendation): -5- 6

These parcels did Not meet the 9 required for a positive recommendation. And are NOT within any listed needs areas of the 2004 and 2014 CWMP's. Will have impacts to ongoing projects. Parcels are adjacent to existing sewer districts.

DCG , John Hedden , Megan Trudel _____

ARTICLE 15

**(Bylaw Amendment: Board of Sewer Commissioners/Town Sewer District Map Change
- 42 Monohansett Road)**

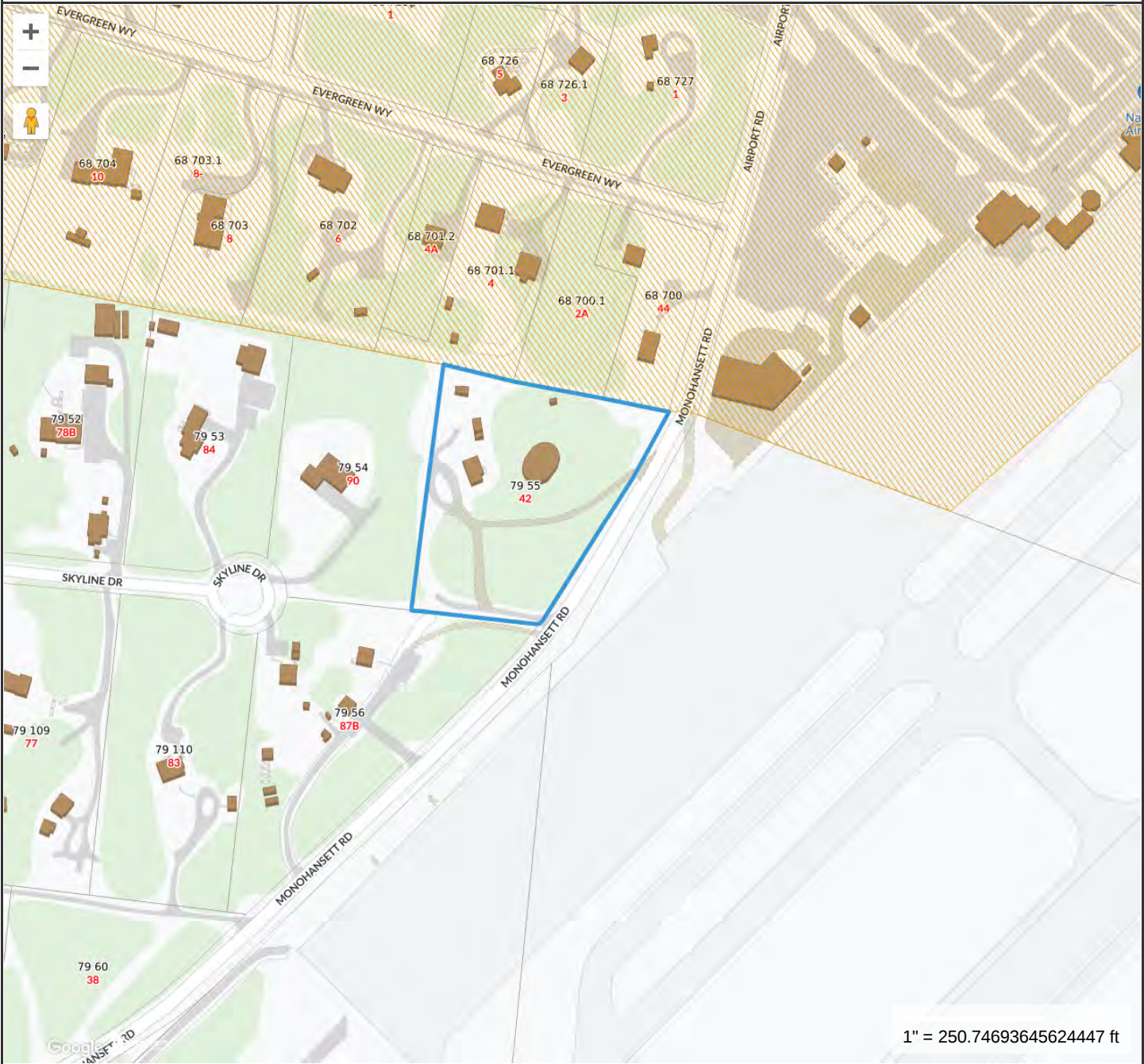
To see if the Town will vote to amend Chapter 41 (Board of Sewer Commissioners), section 41-3A (Town Sewer District) of the Code of the Town of Nantucket by adding the following parcel to the Town Sewer District:

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)



Property Information

Property ID 7341
Location 42 MONOHANSETT RD
Owner BLOISE GARFIELD D & GILLIAN K



**MAP FOR REFERENCE ONLY
NOT A LEGAL DOCUMENT**

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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.



TOWN OF NANTUCKET

Criteria Checklist for ARTICLE 15

(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

CHECKLIST

CRITERIA TO EVALUATE NON-NEEDS AREA PROPERTIES FOR ENTRY INTO THE SEWER DISTRICT

Property Address to be added to the Sewer District
ARTICLE 15

(Bylaw Amendment: Board of Sewer Commissioners/Town Sewer District Map Change – 14 Monohanaset Rd

☒ Yes, No ☐ Is there is adequate capacity in the sewer system pipes/pump stations, etc.?

The proposed project is NOT within any listed needs area as proposed in the 2004 and 2014 CWMP's. This is a large parcel with, and institutional Church proposed that would flow to the Airport Pump Station and Southvalley Naushop pump station with flows that were not calculated in the pump station upgrades which has already been awarded to a contractor for this coming construction season. The Surfside facility is also undergoing final designs for an upgrade that does NOT include flows from outside listed needs areas.

Yes ☐ No ☒ Is their adequate capacity in the WWTP?

This area was NOT calculated in 2004 nor the 2014 CWMP flows and listed needs Areas. This area is NOT within a needs area.

1. Septic System Criteria:

DCG

John Hedden

Megan Trudel

- ☐ Yes ☒ No Is the system hydraulically failed according to the Local Board of Health Regulations?
☐ Yes ☒ No Is the system technically failed according to the Local Board of Health Regulations?
☐ Yes ☒ No A septic system conforming to Local Board of Health Regulations cannot be installed on the property? (Correct = yes)
☐ Yes ☒ No Are soil structure/ground water elevations problematic?
☐ Yes ☒ No Is the existing or proposed septic system within 100 feet of a resource area?
☐ Yes ☒ No Is an alternative septic system is required?

2. Zoning and Land Use:

- Yes ☐ No ☒ Does the property comply with the 2009 Master Plan?
☐ Yes ☒ No Is this an affordable housing project under Chapter 40B or 40R?
☐ Yes ☒ No Is the Lot size less than 40,000 sq ft?
☐ Yes ☒ No Is the property within one of the following Overlay districts: Well head, Nantucket Harbor, Town, Madaket Harbor, Hummock Pond watershed (Miacomet watershed may be added after pond study)

3. Sewer system:

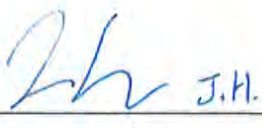
- ☒ Yes ☐ No Is the property location contiguous to the existing sewer district?
 Yes ☒ No ☐ Does the number of properties which would be served by the extension exceed 5?
☒ Yes ☐ No Does this sewer extension have potential for future extension of the sewer collection system?

4. Financial:

- ☒ Yes ☐ No Is the sewer being extended to the Town's specifications?
☒ Yes ☐ No Will the proponent be providing alternative public access to the public sewer such as through easements or the construction of pump stations or mains sized for additional connections?
 TOTAL YES Answers (must equal or exceed 9 for a positive recommendation): 4

These parcels did Not meet the 9 required for a positive recommendation. And are NOT within any listed needs areas of the 2004 and 2014 CWMP's. HOWEVER the checklist was designed for residential properties and NOT specific to industrial or commercial projects Will have impacts to ongoing projects. Parcels are adjacent to existing sewer districts.

We would need more information on the full build out potential for this large parcel.

DCG  John Hedden  J.H., Megan Trudel

Erika Davidson Mooney
60 Skyline Drive
Nantucket, MA 02554
mooney.erika@gmail.com

July 12, 2024

Select Board/Board of Sewer Commissioners
Attn: Brooke Mohr, Chair
16 Broad Street
Nantucket, MA 02554

Re: July 17 Town Sewer District Map Change Public Hearing Re: Citizen Warrant Articles
13 and 14 of September 17, 2024 Special Town Meeting

Dear Chair Mohr and Select Board Members:

I am the property owner of 60 Skyline Drive. The amendments to the Town Sewer District Map proposed in Articles 13 and 14 would greatly impact the Skyline Drive/Woodland Drive neighborhoods and the area residents' quality of life and I strongly urge you to vote negative recommendations on these articles.

These proposed Town Sewer District Map Changes are companion articles to Articles 11 and 12 which will attempt to change the current LUG-2 (80,000 square feet) and R-20 (20,000 square feet) zoning to R-5 (5,000 square feet). Together these four articles are a package for development. A positive vote on a sewer map change will increase the rate of potential development in this area as municipal water is already available to 13 and 13A Woodland Drive and 44 Skyline Drive. Without the limitations that septic puts on development, the Sponsor of all four of these Articles will be able to max out development on these lots. The Sponsor of Articles 11, 12, 13 and 14 is proposing 40 units on 13 and 13A Woodland Drive alone! (See attached email from Stephen Maury to Jay McConnell and site plan draft.)

I purchased my home on Skyline Drive for various reasons, including the large lot sizes with minimal development and the fact that it was on a private road that serves its residents only. I was looking for privacy, low-density, minimal traffic and quiet. These proposed sewer district map changes (and accompanied subsequent development if approved) are bad for our neighborhood, serving to only to increase the ability of a private developer to max out building in a neighborhood where he has no personal stake. Please vote to not support these articles.

Sincerely,



Erika Davidson Mooney

Cc: Finance Committee



Erika Mooney <mooney.erika@gmail.com>

Fwd: Woodland Drive concept plan

1 message

Jay McConnell <jaymjmt@gmail.com>
To: Erika Mooney <mooney.erika@gmail.com>

Tue, Jun 4, 2024 at 11:47 AM

Hey Erica,

If you wouldn't mind, can you help me get this to all of our neighbors on your email list. I'm not savvy enough to figure out how to get that accomplished.

Thanks,

Jay

Begin forwarded message:

From: Stephen Maury <stephen@maury.net>
Subject: Woodland Drive concept plan
Date: June 4, 2024 at 10:00:10 AM EDT
To: Jaymjmt@gmail.com

Jay,

Please find attached a concept plan for the redevelopment of 13 Woodland Dr. The idea is to create small scale, but freestanding single-family homes with an average of 2 bedrooms per home, for year round occupancy.

I do not have a plan to show you for the Skyline Drive property which is also proposed for rezoning. I don't own that property. I submitted the article on the presumption that I might enter into a purchase agreement for that property. If I do buy the property and if it is rezoned, the development concept would be very similar to this one. Small scale, freestanding homes, and open space. I don't know whether and how the two properties might work together.

I will share updates as I have them and feel free to email or call anytime.

Between now and the September town meeting I will schedule some times for neighbors, and anyone, to meet me and learn about the project, comment and make suggestions. These will be in person and on Zoom so everyone can participate.

In the meantime, I look forward to hearing your feedback.

Thank you
Stephen

 **24_0524_PlotPlan_Park_Flex2.pdf**
4083K



2 LOCUS MAP

NOTES

- ADDRESS: 13 WOODLAND DR
- MAP/PARCEL: 79 / 208
- CURRENT ZONING CODE: R20
- LOT AREA = 210,047 SQ.FT. ±
- UNIT BREAKDOWN
 - 1-BEDROOM - 10 UNITS (25%)
SQUARE FOOTAGE = 480-515 SQ.FT. ±
 - 2-BEDROOM - 20 UNITS (50%)
SQUARE FOOTAGE = 980-1280 SQ.FT. ±
 - 3-BEDROOM - 10 UNITS (25%)
SQUARE FOOTAGE = 1,360 SQ.FT. ±
- TOTAL BEDROOMS = 80
- TOTAL UNITS = 40
- TOTAL PARING SPACES = 100
 - PARALLEL PARKING - 39
 - 45° PARKING - 39
 - GUEST/PARK PARKING - 12
- PARING RATIO = 1.25 / BEDROOM

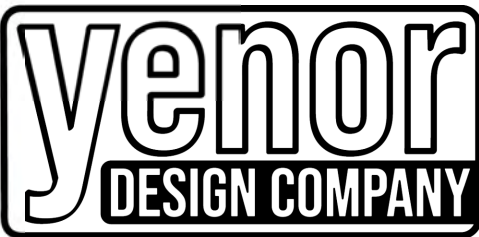
LEGEND

- 1 BEDROOM, 1-STORY[S]
- 1 BEDROOM, 1.5-STORY[S]
- 2 BEDROOM, 1-STORY[S]
- 2 BEDROOM, 1.5-STORY[S]
- 2 BEDROOM, 2-STORY[S]
- 3 BEDROOM, 1.5-STORY[S]
- PRIMARY ROAD (2-WAY)
- SECONDARY ROAD (1-WAY/CAMPUS STYLE)
- PEDESTRIAN SIDEWALK
- PEDESTRIAN FOOTPATH
- DWELLING ACESS PATH
- PERMEABLE PAVERS (PARALLEL PARKING)
- PERMEABLE SURFACE (ANGLED PARKING)
- LOW VEGEATION / OPEN SPACE
- HIGH VEGEATION / BUFFER SPACES

1

MASTER PLAN (COMMUNITY CLUSTERS)

SCALE : 1:30



PROJECT INFORMATION

ADDRESS:
13 WOODLAND DR
NANTUCKET
MASSACHUSETTS
02554

DATE DRAWN:
MAY 15, 2024

PROJECT:
PROPERTY SUBDIVISION

CLIENT:
STEPHEN MAURY

DESIGNER:
YENOR DESIGN COMPANY
54 OLD SOUTH ROAD
NANTUCKET, MASSACHUSETTS
02554

CONTRACTOR:
MAURY ASSOCIATES
54 OLD SOUTH ROAD
NANTUCKET, MASSACHUSETTS
02554

DRAWING INFORMATION

SETS ISSUED:

DATE	NAME
03/14/24	CONCEPT 01
03/19/24	CONCEPT 01 - REVISED
03/28/24	CONCEPT 02
04/19/24	CONCEPT 03
05/24/24	CONCEPT 04 - DRAFT 04

REVISION HISTORY:

DATE	DESCRIPTION

DRAWING TITLE

MASTER
PLAN

SHEET NUMBER

A-0.00

DRAWN BY

REID YENOR



0' 15' 45' 105'

July 12, 2024

Nantucket Select Board
16 Broad Street
Nantucket, MA 02554
Via Email: townmanager@nantucket-ma.gov

RE: Special Town Meeting
Sewer Warrant Article Review

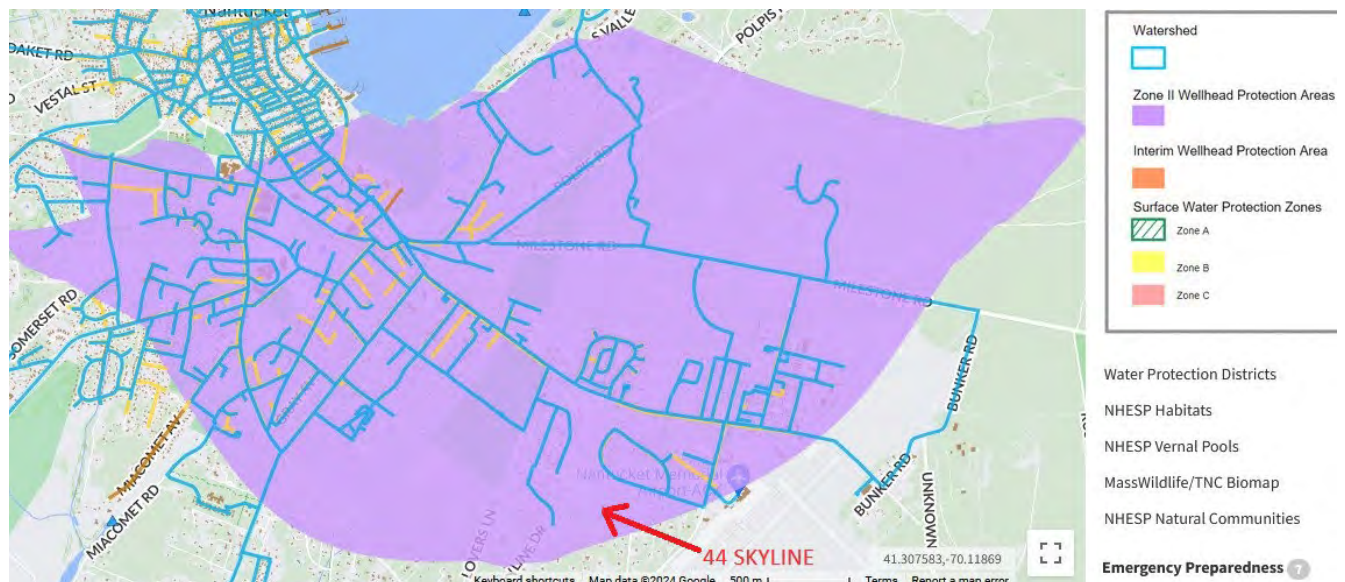
Dear Board Members:

I am writing to express my strong opposition to the addition of 13 & 13A Woodland Ave & 44 Skyline Drive to the Sewer District as proposed by two citizen articles on the warrant for the September Special Town Meeting. I respectfully request that you support a negative recommendation on both articles, as further detailed and justified below.

The proposed change will significantly increase the density of development on the properties, and result in unnecessary overburdening of existing sewer infrastructure without a justifiable improvement of environmental protection.

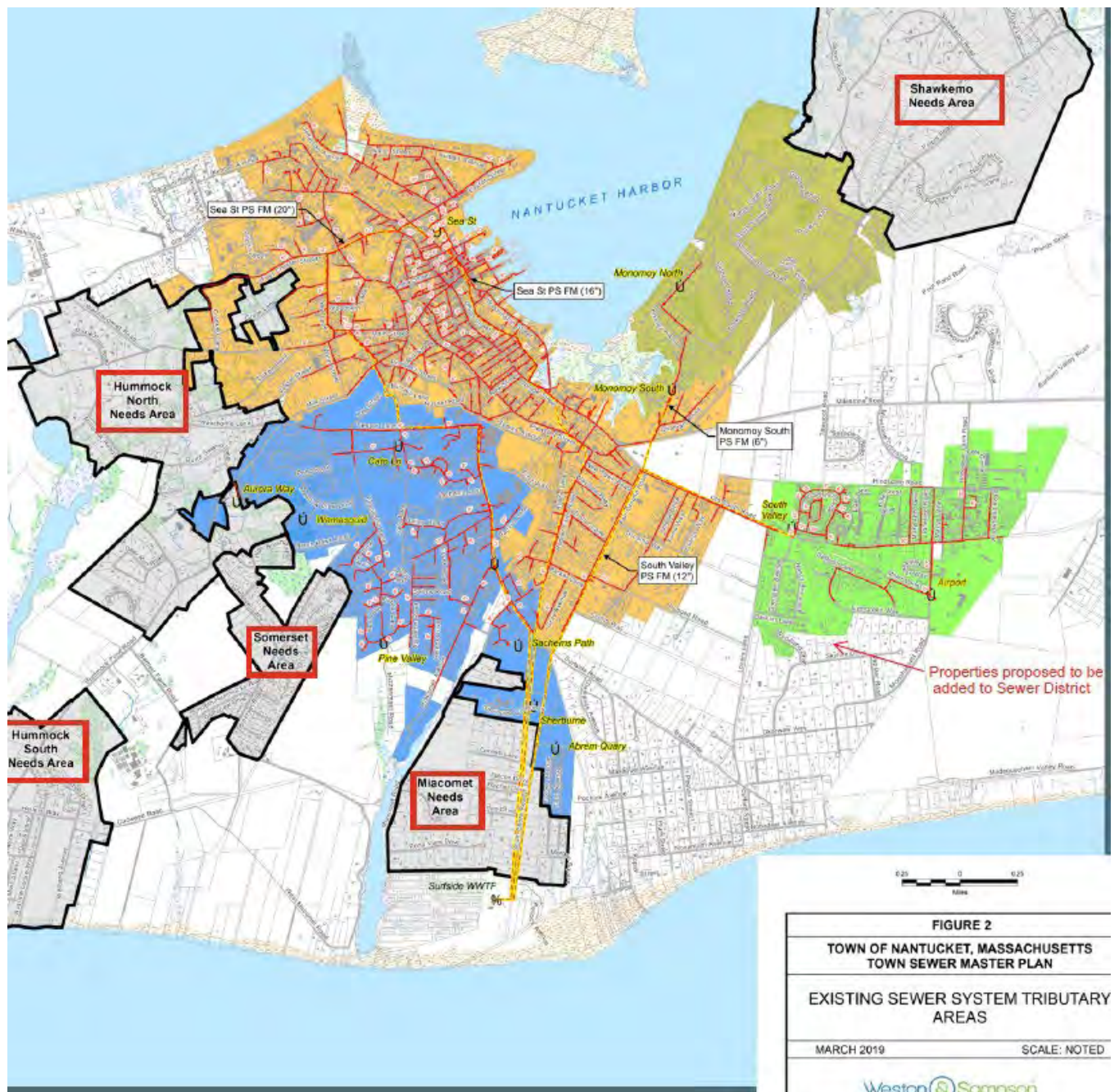
These properties could be developed utilizing on-site septic systems, or even Innovative Alternative (I.A.) septic systems if environmental protection is the actual goal. However, that is not the case. The goal of the developers is the elimination of bedroom limitations that exist with septic systems, but not on town sewer.

The proponents assert that these properties should be included in the sewer district simply because of location within the Public Wellhead Recharge District (PWRD), however the PWRD is not a Sewer Needs Area. The below figure depicts the PWRD in purple, with existing sewer infrastructure shown in yellow. If the Select Board supports the addition of these properties on this basis, can all properties within this area not currently on sewer expect similar treatment?



If so, how does that impact the Surfside Wastewater Treatment Facility and sewer pump stations? The Town spent millions of dollars and years on studies related to sewer infrastructure. A brief refresher of that work can be found here: <https://www.nantucket-ma.gov/1536/Sewer-District-Master-Plan>

Below is portion of the Sewer District Master Plan Map that identifies the Needs Areas, which the proposed properties are not part of, and were not accounted for in the sizing of the treatment plant. While they are adjacent to the existing sewer district, that district is not a Needs Area based on environmental protection concerns.



The Planning Staff has asserted support for these articles, stating *“This is in the PWRD and will bring infrastructure improves to an area in our region with known PFAS”*. However, no documentation has been provided as to PFAS contamination on these properties. The properties are located nearly a half-mile west of the airport, with documented groundwater flow to the south.



What PFAS concern is there? Or is it simply a convenient claim to support their objectives? If it is that new septic systems serving these lots will contribute PFAS, that is simply unfounded as the 2020 Toxic Substances Control Act (TSCA) prohibited companies from manufacturing, processing or importing products containing PFAS.

Town water is available to both properties, which is the real solution to concerns with PFAS by providing clean drinking water. Further to that, Town sewer is irrelevant as the properties will not be served by onsite wells.

Again, no supporting evidence is provided that there is PFAS contamination onsite. If the developers claim that there is, to support a position that septic systems should not be installed, then significant studies and testing must also be done prior to any development on the properties. And, even if there is such contamination (source?), PFAS within soils from surface contamination is typically within the two feet of the ground surface. Not only would that material be removed for the installation of a septic system, but the leaching component would be at a greater depth. So that assertion is debunked.

Further, both properties are grossly out of compliance with zoning bylaws and have been the subject of attempted enforcement by the PLUS department for years. To no avail. It would be contrary to good governance for the Select Board to support articles which would benefit these properties given this history.

These articles represent a financial windfall to the property owners, at the expense of the community including current and future sewer ratepayers. There is no reasonable justification to add these properties to the Sewer District.

This is just a smoke-and-mirrors attempt to use PFAS-related scare tactics to get away with a self-enrichment development scheme. Please provide a negative recommendation on both articles which are contrary to the best interests of our community, as well as the goals and objectives of the Sewer Master Plan.

Thank you for your time and consideration.

Sincerely,
Arthur Gasbarro, PE, PLS

A handwritten signature in blue ink, reading "Arthur D. Gasbarro". The signature is written in a cursive style with a large, stylized "A" and "G".

From: [Town Administration](#)
To: [Town Manager](#); [Erika Mooney](#)
Subject: FW: Surfside Association opposes Warrant Articles 9, 11, 12, 13 and 14
Date: Tuesday, July 16, 2024 10:31:07 AM

From: Surfside Association <surfsideassociationbeach@gmail.com>
Sent: Monday, July 15, 2024 2:15 PM
To: Planning and Land Use Services <plus@nantucket-ma.gov>; Megan Trudel <mtrudel@nantucket-ma.gov>; William Saad <wsaad@nantucket-ma.gov>; Town Administration <townadministration@nantucket-ma.gov>; Brian Turbitt <bturbitt@nantucket-ma.gov>
Subject: Surfside Association opposes Warrant Articles 9, 11, 12, 13 and 14

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.

To: Nantucket Finance Committee
Nantucket Planning Committee
Nantucket Select Board

Membership in the Surfside Association includes over 160 families, located from the airport to South Shore Road. At our Association meeting on July 13, 2024, our membership voted unanimously to oppose Articles 9, 11, 12, 13 and 14 in the Warrant for Tuesday September 17, 2024.

Rather than include a large list of reasons why we made that decision, below you will find the most significant points:

Article 9

We support the need for increased housing on the island, but oppose Article 9 because it deserves a full vetting by all town groups involved in the affordable housing sector. We do not believe that all affordable housing needs to meet the 80% of AMI, but we do believe that 240% is a low bar for such increased development rights.

Articles 11 and 12

Selective zoning in a generally LUG-2 area will change the nature of the neighborhood. Usually, zoning changes in Surfside have involved all the properties in a specific neighborhood. For that reason we oppose these two articles.

Articles 13 and 14

We have been told that the proponents of these two articles have used PFAS issues to support their request for sewer connection. We believe PFAS to be a separate issue that has been remedied by the Town bringing water to the area, alleviating any concerns over drinking, or bathing in, PFAS contaminated the water. Most of the surrounding area is on septic and subject to constraints on construction or development by restrictions on maximum bedrooms. These articles would allow the proponents to develop the properties without regard to bedroom constraints found in areas using septic.

Thank you for your consideration.

Tom Szydlowski, President, Surfside Association

--

Surfside Association

Dear Chair Mohr and Sewer Commissioners,

I am writing to provide context for Article 15, which proposes adding 13 Woodland Drive to the sewer district. Articles 11 and 15 together would rezone 13 Woodland Drive and include it in the sewer district which already includes the rest of Woodland Drive.

My vision is to construct small-scale, stick-built, energy-neutral homes for year-round residents at affordable prices, similar to Sachem's Path but with smaller houses and communal green spaces. Initially targeting Town employees, I have expanded the concept to include all year-round residents. My commitment remains to restrict the property to year-round occupancy. With local subsidies, I aim to make these homes affordable to first responders, linking future resale values to average firefighter and police salaries. Every home built will be for year-round residents and deed restricted in perpetuity.

The checklist in your packet indicates that 6 out of the 9 required "Yes" answers have been achieved for a positive recommendation. However, I believe that some of these answers need to be reconsidered:

1. **Is this an affordable housing project?:** Though not under Chapter 40B or 40R, this project benefits the community similarly, using the Workforce Homeownership Community (WHC) provision which guarantees the same level (25%) of permanently affordable housing. My goal is that 100% of the homes will meet Affordable and economically accessible standards but the statutory requirements of a WHC match 40B and 40R in this regard and therefore I think this answer should be Yes.
2. **Is the lot size less than 40,000 square feet?:** The property is situated within the LUG-2 and R-20 zones. By right, 4 to 5 lots, each smaller than 40,000 square feet, could be created. Notably, 13A Woodland Drive comprises approximately 30,000 square feet, which falls below this threshold. Given these facts, I urge you to consider voting Yes.
3. **Is the property within one of the following Overlay Districts...?:** The checklist says No, but the property is within the Wellhead Protection Zone and should be marked Yes
4. **Is an alternative septic system required?:** An inspector from the Health Department informed me that because the property is located in the Wellhead Protection Zone, an Innovative/Alternative (I/A) septic system is required. This requirement is consistent with neighboring properties, including the three properties to the west, which have been required to install I/A septic systems in recent years. Please consider marking Yes.
 - Also consider one of the principles from the Sewer Checklist Preamble:
Do on-site (septic) systems perform well and fit in the neighborhood? The answer seems to be no because with each sale or upgrade of properties on Woodland Drive, I/A systems are required.

5. **2009 Master Plan Compliance:** The property aligns with Policy 7.6.2 of the 2009 Master Plan: “Policy 7.6.2: Include lots in the Wellhead Protection Zone and other environmentally sensitive areas in the sewer district” It should be marked Yes.

If you agree with any 3 of these 5 points, the total of 9 Yes answers is achieved, and I request your approval.

Addressing concerns raised in letters sent to your board:

- **Neighborhood Impact:** From the Sewer Checklist Preamble: “Private property development and use is managed through zoning, rather than access to public water and centralized wastewater treatment.”
- **PFAS Claims:** I have never claimed PFAS presence as a reason for sewer connection.
- **The Property is Out of Compliance with Zoning Bylaws:** I am resolving existing issues from the previous unlicensed junkyard.
- **Financial Gain:** The proposed development aims to benefit the community with affordable year-round housing. If the community does not agree that the benefits are sufficient, I expect the zoning change will not be approved.

Thank you for considering my request.

Sincerely,
Stephen Maury

July 23, 2024

Nantucket Select Board
16 Broad Street
Nantucket, MA 02554
Via Email: townmanager@nantucket-ma.gov

RE: Special Town Meeting
Sewer Warrant Articles 13 & 14

Dear Board Members:

I am writing to provide additional information in response to Mr. Maury's recent letter to you regarding the addition of 13 & 13A Woodland Ave to the Sewer District as proposed for the September Special Town Meeting. I respectfully request that you support a negative recommendation on both referenced articles, as further detailed and justified below.

The sewer article review checklist provided to you was properly completed by your Sewer Director and Chief Environmental Officer, which determined that the articles do not meet the criteria for inclusion in the sewer district.

On a point-by-point basis –

1. There is no affordable housing project approved or applied for on these properties. **Therefore, should not get the point on the checklist.**
2. The lot size of 13 & 13A Woodland Ave is approximately 209,405 sf and 44 Skyline Drive 100,525-sf. These are not less than 40k sf. It is unreasonable to base a decision to provide the point on the basis that the lots may someday be able to be created at a smaller size with a zoning district change (which is not supported by the Planning Board or the Finance Committee as related to STM Articles 11 & 12). **Therefore, should not get the point on the checklist.**
3. Innovative/Alternative (I.A.) Technology septic systems are not required within the Public Wellhead Recharge District (PWRD). In fact, attached is a permit issued in 2016 for a conventional (non-I.A.) septic system at 13 Woodland Drive. Also attached is a permit issued last year for a conventional (non-I.A.) septic system nearby within the PWRD at 54 Skyline Drive, per current regulations. **Therefore, should not get the point on the checklist.**
4. The proposal is not compliant with the 2009 Master Plan which promotes denser development in the Town Overlay district, not the Country Overlay District where these properties are located. **Therefore, should not get the point on the checklist.**

More importantly, the proposal is not consistent with the Sewer Master Plan. Specifically, the sewer districts were established to preserve capacity at Surfside Wastewater Treatment Facility to serve the most environmentally sensitive areas. The Sewer District Master Plan Map identifies the Needs Areas for that very purpose, which the proposed properties are not part of, and were not accounted for in the sizing of the treatment plant.

Further to that is consideration of the sewer infrastructure that would be needed to serve these lots. The 13 Woodland Ave proposal includes 80 bedrooms, plus whatever would be built on 44 Skyline Drive. All that flow would likely be directed to the pump station in Naushop, further overburdening existing infrastructure.

The properties are within the Public Wellhead Recharge District (PWRD), however the PWRD is not a Sewer Needs Area. Further to that, the properties are on the southern boundary of the PWRD, and groundwater flow is documented to the south, away from the Town wells. There is no environmental justification to remove available capacity at the treatment plant to instead serve these lots.

Please provide a negative recommendation on both articles which are contrary to the best interests of our community, as well as the goals and objectives of the Sewer Master Plan.

Thank you for your time and consideration.

Sincerely,
Arthur Gasbarro, PE, PLS

A handwritten signature in blue ink, reading "Arthur D. Gasbarro". The signature is written in a cursive style with a large initial 'A' and 'G'.

BOARD OF HEALTH

TOWN OF NANTUCKET

No. 73-16

Fee \$600-

APPLICATION FOR DISPOSAL WORKS CONSTRUCTION PERMIT

Application is hereby made for a Permit to Construct (X) or Repair () an Individual Sewage Disposal System at:

13 Woodland Drive

79-208

Location - Address

Assessors map and parcel no.

Walter J. Glowacki

P.O. Box 28 Nantucket, MA 02554

Owner

Address

Dave F. Visco

4 Rachel Drive Nantucket, MA 02554

Installer

Address

Type of Building

Dwelling ☒ No. of Bedrooms 3

Size Lot

209, 408 ft. Sq. feet

Expansion Attic ()

Garbage Grinder () NO

Other Type of Building No. of persons

Showers () - Cafeteria ()

Other fixtures

Design Flow 110 gallons per bedroom per day. Total daily flow 330 gallons.

Septic Tank ☒ Liquid capacity 1,500 gallons Length 11' Width 6'-2" Diameter - Depth 6'Disposal Trench ☒ No. 1 Width 3' Total Length 62.5' Total Leaching area 487 sq. ft.

Seepage Pit No. Diameter Depth below inlet Total Leaching area 360 gal.

Other Distribution box (X) Dosing tank ()

Percolation Test Results

Performed by

Date

Test Pit No. 1 LS minutes per inch Depth of Test Pit 11' Depth to ground water None Observed

Test Pit No. 2 LS minutes per inch Depth of Test Pit 10' Depth to ground water None Observed

Description of Soil TP# 1: 0'-11" Loamy Sand 10 yr 3/15; 11'-16" Loamy Sand 7.5 yr 4/4;

16'-24" Loamy Sand 10 yr 6/6; 24'-34" med. sand 10 yr 5/6; 34'-132"

med fine sand 10 yr 6/8; TP# 2: 0'-18" Loamy Sand 10 yr 3/2; 18'-24" Loamy Sand 10 yr 5/6; 24'-120" med-fine sand 10 yr 6/8.

Nature of Repairs or Alterations Answer when applicable

Agreement:

- (1) The undersigned agrees to install the aforescribed Individual Sewage Disposal System in accordance with the provisions of Title 5 of the State Sanitary Code.
- (2) A representative of the Nantucket Board of Health shall be present at all percolation tests whenever possible. The undersigned agrees to notify a representative of the Nantucket Board of Health no less than 24 hours prior to performing the percolation test.
- (3) A representative of the Nantucket Board of Health shall inspect the Individual Sewage Disposal System prior to covering. The undersigned agrees to notify a representative of the Nantucket Board of Health no less than 24 hours prior to covering the system.
- (4) The undersigned further agrees not to place the system in operation until a Certificate of Compliance has been issued by the Board of Health.

Signed

7/27/16
Date

Application Approved By

A. B. Howley

8/5/16
Date

Application Disapproved for the following reasons:

NOTES:

Issued

Date

8/5/16

No. 63-23THE COMMONWEALTH OF MASSACHUSETTS
BOARD OF HEALTH
TOWN OF NANTUCKETFee \$700

APPLICATION FOR DISPOSAL WORKS CONSTRUCTION PERMIT

Application is hereby made for a Permit to Construct (✓) or Repair () an Individual Sewage Disposal System at:
54 Skyline Drive 79/46Location - Address
Pour La Table, LLCAssessors map and parcel no.
6 Cachalot Lane, NantucketOwner
Edward Strojny, Jr. *[Signature]*
InstallerAddress
23 Pine Grove Road, Nantucket

Type of Building

Size Lot 95,409

Dwelling

No. of Bedrooms 9

Expansion Attic ()

Sq. feet

Garbage Grinder ()

Other

Type of Building

No. of persons

Showers () — Cafeteria ()

Other fixtures

Design Flow 55 gallons per person per day. Total daily flow 990 gallons.

Septic Tank Liquid capacity 2,000 gallons Length 12'-0" Width 6'-6" Diameter 5'-8" Depth 5'-8"

Disposal Trench No. 3 Width 34" Total Length 175.2' Total Leaching area 1,389 sq. ft.

Seepage Pit No. Diameter Depth below inlet Total Leaching area gal.
Other Distribution box () Dosing tank ()

Percolation Test Results Performed by G. BUZANDSKI Date 4/4/22

Test Pit No. 1 <2 minutes per inch Depth of Test Pit 115" Depth to ground water 7115"

Test Pit No. 2 <2 minutes per inch Depth of Test Pit 120" Depth to ground water 7120"

Description of Soil C HORIZON - MEDIUM SAND

Nature of Repairs or Alterations — Answer when applicable

Agreement:

- (1) The undersigned agrees to install the aforescribed Individual Sewage Disposal System in accordance with the provisions of new Title 5 of the State Sanitary Code.
- (2) A representative of the Nantucket Board of Health shall be present at all percolation tests whenever possible. The undersigned agrees to notify a representative of the Nantucket Board of Health no less than 24 hours prior to performing the percolation test.
- (3) A representative of the Nantucket Board of Health shall inspect the Individual Sewage Disposal System prior to covering. The undersigned agrees to notify a representative of the Nantucket Board of Health no less than 24 hours prior to covering the system.
- (4) The undersigned further agrees not to place the system in operation until a Certificate of Compliance has been issued by the Board of Health.

Signed *[Signature]*Application Approved By *[Signature]*

Date 6/14/23

Application Disapproved for the following reasons:

NOTES:

Issued

Date 6/14/23

From: [REDACTED]
To: [REDACTED]
Subject: Fwd: update
Date: Wednesday, July 24, 2024 11:30:12 AM

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.

----- Forwarded message -----

From: Brooke Mohr <bmohr@nantucket-ma.gov>
Date: Wed, Jul 24, 2024 at 9:37 AM
Subject: Fwd: update
To: Erika Mooney [REDACTED], Rick Sears <rsears@nantucket-ma.gov>, Florencia Rullo <frullo@nantucket-ma.gov>, Libby Gibson <LGibson@nantucket-ma.gov>, Matt Fee <mfee@nantucket-ma.gov>

Hi Erika

Can you add this to the SB packet. Just received.

Brooke Mohr
Nantucket

Begin forwarded message:

From: "Tepper, Rebecca L (EEA)" <Rebecca.L.Tepper@mass.gov>
Date: July 24, 2024 at 9:34:29 AM EDT
To: Brooke Mohr <bmohr@nantucket-ma.gov>
Subject: update

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 Chair Mohr,

Thank you for speaking with me on Friday. I appreciate all that you and your fellow selectboard members are doing on behalf of the residents of Nantucket. As I mentioned, the state is committed to working with you and your colleagues to ensure that local impacts are appropriately and timely addressed and facilitate open lines of communications between you, Vineyard Wind/GE, and the relevant federal agencies.

Here is a quick update on some of the work the state has been doing in the aftermath of the blade incident:

Daily Communications

Our state team, which includes the Department of Environmental Protection, Department of Fish and Game, Office of Coastal Zone Management, the Massachusetts Environmental Police, and our Executive Office of Energy and Environmental Affairs, has been meeting daily with the VW/GE teams. We are also in daily communications with our federal partners, including the Bureau of Safety and Environmental Enforcement (who is coordinating the federal response), the United States Coast Guard, Environmental Protection Agency, National Oceanic and Atmospheric Administration, and the Bureau of Ocean Energy Management.

Department of Environmental Protection (MassDEP)

The BSEE is leading the response for federal agencies. As a proactive measure, MassDEP also has been in ongoing communication with representatives of Vineyard Wind/GE. MassDEP received GE's environmental analysis of turbine blade components and will evaluate that and other relevant information to confirm that there has been no release of toxic materials and/or potential for a release from ongoing actions. At this time, there has been no indication of a release of oil or toxic materials from this incident. You can continue to remind the public to let the clean up crews collect the material due to its sharp edges.

Department of Fish and Game (DFG)

DFG is coordinating with MassDEP on any potential impacts to marine life and the coastal ecosystem. DFG is communicating directly with NOAA and the National Marine Fisheries Service, who are participating in BSEE's response. To ensure a swift cleanup of the Nantucket beaches, DFG quickly approved an emergency action to allow fiberglass and foam removal from the Nantucket beaches, while being mindful of protecting endangered species. Last week, DFG participated in a regularly scheduled meeting of the Fisheries Working Group on Offshore Wind to hear from the fishing community directly about their concerns.

The Massachusetts Environmental Police

The Massachusetts Environmental Police is also monitoring the situation and is in communication with shorebird monitors and other law enforcement agencies.

Next steps

EEA agencies are focused on the impact to the community and wildlife. Toward that end, we will remain in daily communication with our federal partners and the VW/GE teams. Most pressing is to fully understand the root cause of the accident, the materials used in manufacturing the blades (for environmental impact), and the timeline for removing what remains of the damaged blade.

Please feel free to call me directly if you have any further questions or ideas.

Best,

Rebecca

Rebecca L. Tepper

Secretary

Executive Office of Energy and Environmental Affairs

--

Vineyard Wind Blade Event – Initial Environmental Analysis

Executive Summary

Introduction

Following the blade event at the Vineyard Wind project on July 13, 2024, GE Vernova retained Arcadis US, Inc., a global engineering and environmental consultancy firm, to perform an initial assessment of environmental considerations associated with the presence of the blade debris in the water and along the shoreline. Arcadis used a common and widely accepted methodology (called a Conceptual Site Model or CSM), consistent with Massachusetts guidance, that evaluates 1) locations and characteristics of the blade debris, 2) potential receptor groups (human and aquatic) and pathways for contact/uptake of the materials, and 3) an indication of potential adverse conditions or risks. The analysis also considered the Material Safety Data Sheets (MSDSs) for the blade constituents.

Initial Findings

Based on their initial evaluations, the Arcadis report notes:

- The current primary potential risk is injury to people who may physically contact the blade debris, (such as shards of fiberglass) on public beach and shoreline areas.
- The blade materials and debris in their final product state are considered inert, non-soluble, stable, and non-toxic, akin to materials that can be found in textiles, boat construction and the aviation industry. This applies to debris that has been observed on shore and which remains submerged at this time.
- The same final state materials do not require any specific environmental management and are considered non-hazardous and classified for landfill disposal, when retired. (For the blade at issue here we will work with Vineyard Wind to identify a specific disposal plan.)
- The report notes there are no PFAS containing materials used in the manufacture of the blade itself or in the foam, fiberglass, wood or coating. There are multiple small Aerodynamic add-ons attached to the root end of the exterior of the blade (a common application in the industry) that contain PTFE, commonly referred to as Teflon, which is one of a broad set of chemicals categorized as PFAS and approved by the FDA for use in contact with food, potable water, and pharmaceutical products. The PFAS content in the aerodynamic add-ons account for 0.00005% of the total weight of the blade. At least 67 of 240 add-ons are visible as attached to the blade, and additional add-ons may be present on parts of the blade that are not currently visible.
- To safeguard against contact with the debris, a dedicated Hotline (833-609-5768) and Online reporting ([click here](#)) tool are operational, allowing members of the public to report debris sightings, enabling safe collection and support accurate inventorying of the materials.

Anticipated Next Steps

The report identifies further evaluations concurrent with continued debris recovery efforts to advance the overall Conceptual Site Model initial risk assessment outcomes, including:

- Ongoing debris recovery measures near the turbine itself, as well as along the shoreline
- A detailed inventory of the debris recovered to date, focusing on the type, weight, and size of the materials.
- Expansion of the CSM consistent with standard planning and assessment activities for human health and ecological risk assessments, in terms of potential current and future receptors, exposure routes, and pathways. As part of this, supplemental data needs may be identified and will be addressed, possibly including additional material testing.

We are also coordinating with Resolve Marine, a global leader in maritime response and recovery, on efforts to detach the remaining segment of the affected blade from the main turbine. This initiative would be done in coordination with Vineyard Wind, the Department of Interior's Bureau of Safety and Environmental Enforcement (BSEE), and state and local officials.

###

Vineyard Wind Blade Event – Initial Environmental Analysis
Prepared by Arcadis US, Inc.

1. Introduction

Concurrent with the immediate actions implemented following the blade event at Vineyard Wind on July 13, 2024, GE Vernova engaged Arcadis US, Inc. (Arcadis) to support an initial assessment of environmental considerations associated with the presence of the blade debris in the environment. Arcadis is a global engineering and consultancy firm with a significant presence in the environmental market in the US.

This document provides a preliminary summary of the activities and findings and will be supplemented as the blade recovery continues, and additional environmental assessment and evaluation activities are advanced.

2. Objective

Based on available information, initial assessment activities considered potential near-term effects to human health, public welfare, safety and the environment related to the discharge of blade components, materials, and debris into the environment. Information related to the blade event incident and response actions, specifications related to the products used in the manufacture of blades (including safety and environmental data), and the overall environmental setting and current uses has been considered.

3. Methodology

3.1 A common and widely accepted approach to evaluate a release to the environment is to use a Conceptual Site Model (CSM). This is a management tool cited in the Massachusetts Contingency Plan (MCP 310 CMR 40.000), with the following definition:

“... a site-specific description of how contaminants entered the environment, how contaminants have been and may be transported within the environment, and routes of exposure to human and environmental receptors that provides a dynamic framework for assessing site characteristics and risk, identifying and addressing data gaps and managing uncertainty, eliminating or controlling contaminant sources, developing and conducting response action strategies, and evaluating whether those strategies have been effective in achieving desired endpoints...”

3.2 The initial CSM provides a framework to organize available information, establish initial hypotheses, and guide ongoing and future evaluation and mitigation activities as needed. It is a non-static document and will evolve as more information becomes available.

3.3 To initially construct the CSM a variety of data sources were considered, including:

- Understanding the nature of the debris released to the environment and subsequent movement and dispersion.
- The overall physical site setting of the areas affected by the debris.
- Engineering and technical information to understand the types and weights of materials used to manufacture the blade.
- Manufacturer/Supplier-issued Material Safety Data Sheets (MSDSs) for the materials used during blade manufacture; and blade sampling and analysis performed in September 2012 of a final end product the blade to support waste disposal decision making. The blade was located at the Gaspe, Canada manufacturing site (where the Vineyard Wind blade also originated). In 2018 a retired blade at the LM Wind facility in Grand Folks, ND (slightly different in size and composition compared to the Vineyard Wind blades, but still representative of a typical blade construction) was characterized to

support landfill disposal. A copy of the waste profile form prepared and executed by LM Wind Power supporting disposal of the blade as non-hazardous solid waste is included in Appendix C.

4. Blade Construction

- 4.1 The final weight of this particular 107-meter-long blade is approximately 52,000kg. A cross-section view of a typical turbine blade is provided in Appendix A.
- 4.2 There are 33 different materials involved in the production of a turbine blade, from the most basic common household adhesives to the more complex industrial materials used to build the blade. Safety Data Sheets (SDSs) for the blade materials have been compiled and will be provided by GE Vernova under separate cover.
- 4.3 During the blade manufacturing process, as indicated on the SDSs, some of these materials require specialized engineering and safety controls to produce the final end-state blade. The end-state blade itself is considered inert with a construct including fiberglass, semi-rigid foam, and polyester resins. The materials used in blade production are also materials that are commonly found in textiles, boat construction and the aviation industry as shown in Appendix B. These stable physical and chemical properties are also the basis for the acceptance of the blades for landfill disposal once retired, as non-toxic, non-hazardous, solid waste materials. (https://astswmo.org/files/Resources/Hazardous_Waste/2022-11-Wind-Turbine-Blades-Fact-Sheet.pdf)

5. Preliminary EHS Assessment Findings

The initial CSM is provided in Table 1 at the conclusion of this report. The manufactured blade materials, in their end-product state (and those materials that have been and will be recovered going forward) are considered inert, stable, non-toxic, and non-hazardous. Further evaluations will consider the potential for degradation of the residual blade materials that remain in the environment and potential exposure routes and other fate and transport mechanisms. Section 7 below identifies further evaluation steps concurrent with debris recovery efforts (e.g., literature review, data collection, and modeling) to advance the overall CSM and risk assessments.

As the CSM advances, potential effects on human health and the environment will be considered and advanced, likely including scientific literature review, research, site-specific data collections and evaluations.

6. Assessment of PFAS

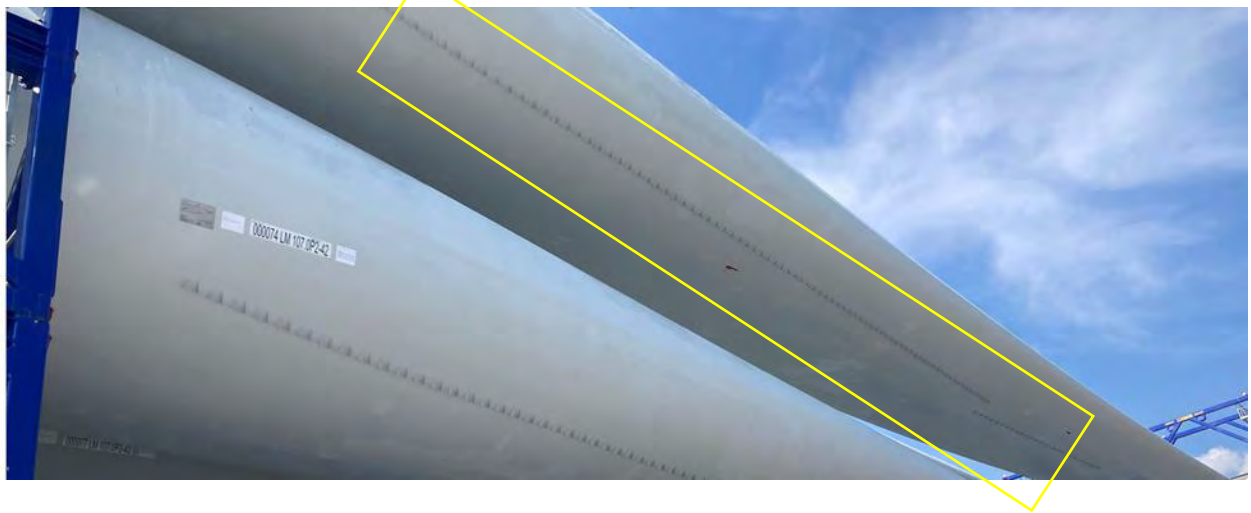
There are no PFAS-containing materials used in the manufacture of the blade itself. However, there are small Aerodynamic add-ons attached to the root end of the exterior of the blade (a common application in the industry) that contain PTFE, commonly referred to as Teflon, which is one of a broad set of chemicals categorized as PFAS. PTFE is a large molecular weight material that is highly stable and won't degrade under typical environmental processes. The USEPA does not regulate PTFE like it does other smaller molecular weight PFAS and the material is approved by the FDA for use in contact with food, potable water, and pharmaceutical products. Additionally, scientists have evaluated PTFE and found it to be safe as compared to other PFAS in other products. (<https://setac.onlinelibrary.wiley.com/doi/10.1002/ieam.4035>).

Further:

- The Aerodynamic add-ons are injection-molded thermoplastic pieces approximately 15cm x 20cm in size. The PFAS material is contained within the thermoplastic piece.
- The Aerodynamic add-ons are included to improve efficiency performance of the blade. They are a common feature on blades across not only the wind industry but also the aviation industry.

On this blade there are a total of 240 Aerodynamic add-ons. They are located between 0 and 43m from the root end. They are in one row; 184 units weigh 45g and 56 units weigh 20g. Total weight of the thermoplastic add-ons is 9.4kg, of which PFAS content is 28.2g, accounting for 0.00005% of the total blade weight.

The provided picture (next page) is a representation of the layout on the blade in question.



There is drone footage taken on July 19, 2024 that shows some of the Aerodynamic add-ons are in place. An initial 67 units shown on the drone picture (28% of the total) have been visually counted as evidenced in Appendix D. These 67 are not expected to fall due to their location and stability of this section of the blade at the upright, 12 o'clock position.

Of the remaining 173 units, it is not yet possible to confirm how many remain adhered to the outer blade due to not only the folded section of the remaining blade piece. It is possible that some may have fallen from the blade, have landed either on the working platform of the tower or equally into the sea, and/or have already been collected in the debris from the shoreline or by the salvage vessels.

7. Anticipated Next Steps

Several activities have been identified to support the overall assessment of the blade event and the evaluation of potential effects of remaining blade debris on human health, public welfare, safety, and the environment. Thus far, the following activities have been identified:

- Continuing debris recovery measures localized to the turbine itself (where safe to do so) as well as along the shoreline with regular public communications and status updates.
- Performing a detailed inventory of the debris that has been recovered to date, focusing on the type, weight, and size of the materials. This will support assessments related the extent of blade recovery that has occurred to date. Further, the rate of debris recovery will be tracked going forward to assess potential trends and influences in the amount of debris recovery.
- Expansion of the CSM consistent with standard planning and assessment activities for human health and ecological risk assessments, in terms of potential current and future receptors, exposure routes, and pathways. As part of this, supplemental data needs may be identified and will be addressed, possibly including additional material testing.

Table 1. Nantucket Turbine Blade Event - Conceptual Site Model (CSM) ¹

Turbine Blade Debris in the Environment		Potential Human Exposure Routes		Potential Aquatic Exposure Routes		Physical / Environmental Fate and Transport		
		Direct Contact	Uptake Mechanisms ²	Physical Contact	Uptake Mechanisms ²	Dispersion	Degradation	Dissolution
Present Scenario ³	Shoreline Debris	Moderate ⁵		Low ⁵	Low ⁵	Low ⁵		
	Floating Materials			Low ⁵	Low ⁵			
	Deeper Deposits							
Potential Future Conditions ⁴	Remaining Debris	Further evaluations will consider the potential for degradation of the residual blade materials that remain in the environment. Section 7 of the Initial Environmental Analysis identifies further evaluation steps concurrent with debris recovery efforts (e.g., literature review, data collection, and modeling) to advance the overall CSM and risk assessments.						
	Degradation Byproducts							
	Micro-Scale Particles							

Available information (debris characteristics, physical setting, product literature) suggests that potential receptors, exposure pathways, and fate and transport mechanisms are not sufficient to result in an adverse risk condition at present time. As additional information is obtained, the CSM will be refined as appropriate.

Notes

1. The CSM considers 1) locations and characteristics of the blade debris in the physical environment, 2) potential receptor groups (human and aquatic) and pathways for contact/uptake of the materials, and 3) an indication of a potential adverse condition or risk. This initial CSM provides a framework to organize available information, and guide ongoing and future evaluation and mitigation activities as needed.
2. Potential human uptake mechanisms include ingestion of debris. Potential aquatic uptake mechanisms include debris ingestion and adsorption.
3. Present Scenario is considered the period of time from July 13, 2024 until substantial completion of shoreline and water debris recovery.
4. Product safety information indicates that manufactured blade components in their end-product form are inert and environmentally stable. Further evaluations will consider the potential for degradation of the residual blade materials that remain in the environment.
5. Considering the available information and within the context of this initial CSM, the current risk concern is the potential for physical contact of debris by child and adult recreational users of public beach and shoreline areas, currently mitigated by the ongoing/future program to recovery debris.

Appendices

- **Appendix A:** Typical Turbine Blade Cross Section
- **Appendix B:** Blade Composition and Common Industry Comparisons
- **Appendix C:** Waste Disposal Profile (2018) – Grand Forks, ND
- **Appendix D:** Drone footage of the Aerodynamic Add Ons, taken 19th July 2024

Appendix A: Typical Turbine Blade Cross Section

HALIADE X Blade architecture | Blade cross section



DW Down Wind shell
 UW Up Wind shell
 LE Leading Edge
 TE Trailing Edge
 LECO Leading Edge Clip On
 LPS Lightning Protection System
 VG Vortex Generator



Appendix B: Blade Composition and Common Industry Comparisons

Material	Primary Ingredient	Blade Component	Functional purpose in blade	Weight [% of total blade]	Density [kg/m³]	Other industry application
Glass fiber & Polyester resin composite	Silica (silicon and Oxygen) with polyester (carboxylic acid, alcohol and water)	Blade shell, Leading edge and Trailing Edge, 2 nd spar, Web skin.	Provide aerodynamic shape with structural stability on deflection and torsion	64.1%	1800-2000	Boats, construction
Glass fiber & Epoxy resin composite	Silica (silicon and oxygen) with epoxide polymers	LECO	Tip leading edge with erosion protection	0.3%	1500-1800	Standard turbine blades, electrical insulations
Carbon planks	Carbon (graphite) with epoxide polymers	Main spar	Main deflection load carrying component	12.2%	1600	Airplane, textile,
Adhesive and Coatings	Coating: Adhesive: Vinylester GT60 glue	Coating: Shells Adhesive: Shell-shell, shell-web	Coating: protect structural materials against environment and UV Adhesives: bond blade components together (shells and webs)	4.1%	(Coating included in shell) Adhesive: 1200-1400	
PET foam & polyester resin	polyethylene terephthalate (Carbon, hydrogen, Oxygen)	Shell panels	Reinforce blade shells against buckling	10.5%	150-400	Textile, packaging (i.e. bottles), waterproof film protection
PVC foam & polyester resin	Poly vinyl chloride (carbon, hydrogen, chlorine)	webs	Provide blade stability against buckling	4.2%	100-250	Pipes, electric cables insulation, packaging, healthcare
Balsa wood & polyester resin	Balsa	Reinforced shell sections	Handling locations in blade shells are reinforced with balsa instead of PET	0.3%	250-350	boats
Metals in Bushings	Steel (Chromium, Molybdenum)	Blade root connection	Metallic insert embedded in the blade to receive the hub bolts and create mechanical connection to the hub	3.9%	8000	Multiple
Metals in Lightning protection system	Copper	Lightning protection system	Capture and conduct lightning impacts on the blade	0.2%	9000	Multiple
Plastics	T-Spoiler: Polyurethane (PUR) VG: Polycarbonate	Add on components (VG and T-spoiler)	Enhance blade root aerodynamic performance to gain torque and Power.	0.2%	1100-1200	Multiple plastic injected or molded applications, non structural

Appendix C: Waste Disposal Profile (2018) – Grand Forks, ND

		Grand Forks Public Works Department 724 North 47 th Street Grand Forks, ND 58203 Telephone: 701.738.8740 Fax: 701.738.8748	
		CITY OF GRAND FORKS LANDFILL GENERATOR'S WASTE PROFILE FORM	
City Use Only		Profile Number: _____	
Technical Approval By: _____		Expiration Date: _____	
Management Approval By: _____		Approval Date: _____	
Limitations, Precautions, or Special Handling Procedures (City of Grand Forks use only): 			
In order for us to determine whether we can lawfully and safely manage your waste material, we must obtain certain information about the chemical and physical properties of the waste, and its chemical composition and regulatory status. Please answer each question as completely as possible by circling "YES" or "NO", checking the appropriate boxes, or listing in the blanks, or attaching additional sheets as necessary. An ink pen or typewriter must be used. The Generator or Authorized Representative must sign the form. All related analyses must be included with the form and if future analyses differ from what was submitted, it must be sent to us immediately. <u>Originals must follow fax copies.</u>			
A. WASTE GENERATOR INFORMATION			
1. Generator:	LM Wind Power	2. SIC Code:	3511
3. Facility Street Address:	1580 S. 48 th Street	4. Phone:	(701) 780-9910
5. Facility City:	Grand Forks	6. State/Province:	ND
7. Zip/Postal Code:	58201	8. Generator USEPA/Fed ID#:	NDR 800.002 576
9. County:	Grand Forks	10. State/Province ID #:	
11. Hauler Name:	Countrywide Sanitation	12. Hauler Phone:	()
13. Hauler Contact:		14. Hauler e-mail:	
B. PROCESS GENERATING WASTE (Based on 40 CFR Part 261)			
Waste Name: Demo Debris		Mode of Shipment: ☒ Bulk Solid ☐ Drums ☐ Other Roll offs	
Process Generating Waste: Pylon Rim removed from turbine after curing process has been completed		Estimated Quantity: 30 gallons, pounds, or tons drums / week (circle one)	
Describe the Business of Generator: Builds wind tower turbine blades		Frequency Per: ☒ Day ☐ Month ☐ Year ☐ One Time ☐ Project Other:	
Code of Federal Regulations (CFR) may be found at http://www.gpoaccess.gov/cfr/retrieve.html			
			Page 1 of 2

C. WASTE PROPERTIES		Profile #	Page 2 of 3	
Appearance: Color: <u>various</u> Odor: ☒ None ☐ Mild ☐ Strong Other: _____ Phases: ☒ Singled ☐ Bi-layered ☐ Multi-layered	Corrosivity: ☐ < or equal to 2 ☐ 2.1 - 7 ☐ 7 - 12.4 ☒ > or equal to 12.5 ☒ N/A-Solid Corrodes steel Viscosity: (Similar to) ☒ Solid ☐ Tar ☐ Honey ☐ Motor Oil ☐ Water	Specific Gravity: ☐ < 0.8 ☐ 1.0 - 1.7 ☐ > 1.7 _____ actual ☒ N/A Total Suspended Solids (% wt): ☐ < 0.5 ☐ 0.5 - 2.0 ☐ 2 - 5 ☐ 6 - 20 ☐ > 20 _____ actual ☒ N/A	Physical State: ☐ oil ☐ liquid (water) ☐ sludge ☐ damp solid ☒ dry solid ☐ powder ☐ filter cake ☒ soil ☐ concrete ☒ debris ☐ lab pack ☐ ash ☐ gas	Ignitability: (closed cup) ☐ Non-ignitable solid ☐ <140° F ☒ 140° - 200° F ☐ >200° F _____ actual ☐ Oxidizer ☐ Carcinogenic ☐ Pyrophoric ☐ Infectious ☐ Explosive ☐ Shock Sensitive ☐ Reactive ☐ Radioactive
D. REGULATORY QUESTIONS (Based On 40 CFR Part 261)				
Is the waste a hazardous waste as defined by Part 261 Sections 261.31 (F Code), 261.32 (K Code), 261.33 (P or U Codes)?			Yes ☐ No ☒	
Is the waste characteristically hazardous per Part 261 Section 261.21-24 (D Codes)? (Attach analysis if applicable)			Yes ☐ No ☒	
Is the waste from an UST corrective action under 40 CFR Part 280?			Yes ☐ No ☒	
Is the waste specifically excluded from hazardous waste regulations per Part 261 Section 261.47? If so, attach an explanation including the applicable portion of the regulation.			Yes ☐ No ☒	
Is the waste being legally treated for a single hazardous characteristic? If so, attach a copy of the Agency notification and a certification that no Underlying Hazardous Constituents (UHC's) are present.			Yes ☐ No ☒	
Is the waste from a CERCLA project, in response to a Compliance Order, or a hazardous waste in another State or subject to Land Disposal Restrictions?			Yes ☐ No ☒	
Does the waste contain regulated quantities of radioactives or PCBs? (Attach analyses if applicable)			Yes ☐ No ☒	
E. HANDLING REQUIREMENTS				
List any special handling instructions/personal protection equipment recommended for handling and disposal of this waste.				
F. AUTHORIZED SIGNATORY				
I hereby certify that I am the generator or authorized by the Generator identified herein to provide the information submitted in this form and any attached documents and to enter into this Agreement on the Generator's behalf. I have made a complete and thorough investigation of all matters relevant to completion of this form. This investigation included laboratory analysis, where applicable, and was performed in accordance with 40 CFR Part 261 Section 261.20 (c) on a representative sample of the ("Waste"). All required information concerning the Waste, including the results of all laboratory analysis has been provided in this and the attached documents. Such information is complete and accurate and that all known or suspected hazardous constituents/characteristics or safety hazards associated with the Waste have been disclosed herein. If I become aware that the analysis is not representative, that the waste has changed, or that the process has changed such that the waste characteristics are substantially different I will notify the landfill facility and the hauler and I will amend the Generator's Waste Profile Sheet as soon as practicable.				
Print: <u>Dana Paulson</u>	Signature: <u>[Signature]</u>			
Date: <u>3-6-18</u>	Title: <u>ETS Manager</u>			
Company: <u>LM WindPower</u>				

Appendix D: Drone footage of the Aerodynamic Add-Ons, taken 19th July 2024



GE Vernova - Vineyard Wind Turbine Blade Material Safety Data Sheets (MSDS)

<https://nantucket-ma.gov/DocumentCenter/View/48367/Vineyard-Wind-MSDS-Documents-PDF>